

TERRA LINDA HIGH SCHOOL BLACK BOX THEATER LIGHTING PROJECT MANUAL

PROJECT/CONTRACT NUMBER: 25-02

SAN RAFAEL CITY SCHOOLS

January 31, 2025

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NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the San Rafael City Schools ("District") will receive, by electronic submission, bids for the following project, Bid No. 25-02 ("Project" or "Contract"):

Terra Linda High School Black Box Theater Lighting Project

2. The Project consists of:

Supply and install of a pipe grid hanger and wire bracing system to hold owner furnished theatrical lighting. Owner furnished theatrical lights and lighting cabling to be installed under this contract. New electrical, demolition of existing light bars (and accessories), programming, and angling of lights are a part of this contract.
Estimate: \$120,000.00

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s):

B License

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.

5. Contract Documents will be available on or after January 31, 2025, and may be downloaded from the District's website, <https://www.srcsbondprogram.org/domain/16>, using the **["Doing Business With Us"]** link.

6. **San Rafael City Schools will only receive bids submitted electronically.** Bids will be received until 2:00:00 p.m., February 20, 2025, only at the following email address: **bondprogram@srcs.org** after which time the bids will be opened and publicly read aloud via video conference. A link to the video conference will be provided by Addendum. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. **Each bidder is solely responsible for timely submission of its bid; the District is not responsible for any technological issues in a bidder's ability to timely submit its bid or portion thereof.** Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code. Prior to publicly reading aloud bids at the video conference, the District reserves the right to verify the genuineness of any bid security.

7. Pursuant to Public Contract Code section 20111.5, only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned unopened to the bidder.

8. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
9. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the San Rafael City Schools, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
10. A mandatory pre-bid conference and site visit will be held on **Wednesday, February 12, 2025, at 2:00:00 p.m.** at Terra Linda High School, 320 Nova Albion Way, San Rafael, CA 94903. All participants are required to sign in at the flagpole in front of the District Office. The site visit is expected to take approximately ½ hour. Failure to attend will render bid ineligible. DO NOT ENTER ANY SCHOOL BUILDINGS.
11. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.
12. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
13. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the Contract for the Work.
14. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <<http://www.dir.ca.gov>>.
15. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
16. The District's Board has found and determined that the following item(s) shall be used on this Project based on the purpose(s) indicated. (Public Contract Code section 3400(c).) A particular material, product, thing, or service is designated by specific brand or trade name for the following purpose(s):
 - (1) In order to match other products in use on a particular public improvement either completed or in the course of completion:
 - a. Alerton Controls

- b. Primus Lock Cores
 - c. Verkada Security Cameras
 - d. Open Path Secure Access Hardware
 - e. Von Duprin Panic Hardware
17. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
- A. The base bid amount only.
18. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF DOCUMENT

INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a bid.

San Rafael City Schools ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a general construction contract, or work described in general, for the following project ("Project" or "Contract"):

Terra Linda High School Black Box Theater Lighting Project

2. A Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.
3. The District has prequalified bidders pursuant to Public Contract Code section 20111.5. Only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be deemed nonresponsive and will not be considered.
4. District will receive bids submitted electronically from bidders as stipulated in the Notice to Bidders. Email subject line must include the name of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening. Bids must be electronically submitted to the following email address: bondprogram@srcs.org, by date and time shown in the Notice to Bidders. Each bidder is solely responsible for timely submission of its bid; the District is not responsible for any technological issues affecting a bidder's ability to timely submit its bid or portion thereof. Bid emails must attach all documents as required herein.
5. Bids will be opened and publicly read aloud via video conference. A link to the video conference will be provided by Addendum. Prior to publicly reading aloud bids at the video conference, the District reserves the right to verify the genuineness of any bid security.
6. Bidders must submit bids on the documents titled Bid Form and Proposal, and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.
7. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.

8. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
9. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Bond on the District's form, or other security.
 - b. Designated Subcontractors List.
 - c. Site Visit Certification, if a site visit was required.
 - d. Non-Collusion Declaration.
10. Bidders must submit with their bids a legible photocopy of (i) a cashier's check or (ii) a certified check payable to District, or (iii) a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by the District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bidder must deposit the original of the bid bond, cashier's check, or certified check in the mail on the same day as the bid opening. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.
11. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **SEVEN (7)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
12. Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.
13. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
 - a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid

opening and the corrected number corresponds with the submitted name and location for that subcontractor.

- b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (1) The subcontractor is registered prior to the bid opening.
 - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
- 14. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
- 15. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered.
- 16. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.

17. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding or demonstrate its good faith effort to solicit DVBE participation in this Contract. In order to meet this requirement by demonstrating a good faith effort, Bidder must advertise for DVBE-certified subcontractors and suppliers before submitting its Bid. For any project that is at least partially state-funded, the lowest responsive responsible Bidder awarded the Contract must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification form is attached. Do not submit this form with your Bid.
18. Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
 - a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;
 - b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
 - c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;

- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.
 - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.
 - (2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions that the Bidder has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
- h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:

- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
 - (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
 - (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.
19. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:
 - a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.
 - b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
 - c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
20. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of

"as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.

21. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District to bondprogram@srcs.org. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents or posted on the District's website at <https://www.srcsbondprogram.org/domain/16> Questions received less than **SEVEN (7)** calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
22. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
23. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
24. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
25. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.
26. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
27. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
 - a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or

grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

- (2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (i) The subcontractor is registered prior to the bid opening.
 - (ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.
 - e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
28. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.
- a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.
 - b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - c. Payment Bond (Contractor's Labor and Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
 - d. Insurance Certificates and Endorsements as required.
 - e. Workers' Compensation Certification.

- f. Prevailing Wage and Related Labor Requirements Certification.
 - g. Disabled Veteran Business Enterprise Participation Certification.
 - h. Drug-Free Workplace Certification.
 - i. Tobacco-Free Environment Certification.
 - j. Hazardous Materials Certification.
 - k. Lead-Based Materials Certification.
 - l. Imported Materials Certification.
 - m. Criminal Background Investigation/Fingerprinting Certification.
 - n. Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor.
 - o. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
29. Time for Completion: District may issue a Notice to Proceed within **NINETY (90)** days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.
- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
 - b. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.
 - c. It is further understood by the Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
 - d. Should the Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.

30. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
31. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.
32. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.
33. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic protocols.

END OF DOCUMENT

BID FORM AND PROPOSAL

To: Governing Board of the San Rafael City Schools ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 25-02, for the following project known as:

Terra Linda High School Black Box Theater Lighting Project

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars \$ _____

BASE BID

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Allowance.** The Bidder's Base Bid shall include the following Allowances for the Tasks/Work as noted here:

The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for Unforeseen Conditions.

The above allowance shall only be allocated for unforeseen items. Contractor shall not bill for or be due any portion of this allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has prepared an Allowance Expenditure Directive incorporating that work. Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated. Any unused portion of the allowance will revert back to the District documented by a deductive change order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
5. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
6. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
7. The following documents are attached hereto:
 - Photocopy of Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration

8. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is a **B** license.
10. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
12. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract
13. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
14. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
15. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
16. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
17. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 __

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____, as Principal ("Principal"),

and _____, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the San Rafael City Schools ("District") of Marin County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

_____ Dollars (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: Terra Linda High School Black Box Theater Lighting Project ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

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

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

PROJECT: Terra Linda High School Black Box Theater Lighting Project

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: Terra Linda High School Black Box Theater Lighting Project

Check option that applies:

_____ I certify that I visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the San Rafael City Schools, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
[Title] [Name of Firm]

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,
[Date]
at _____, _____.
[City] [State]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

AGREEMENT FOR CONSTRUCTION SERVICES (SMALL PROJECTS)

AGREEMENT NUMBER 25-02

THIS AGREEMENT is made and entered into this 10th day of March 2025, by and between _____ ("Contractor") and San Rafael City Schools ("District") ("Contract").

1. The Contractor shall furnish to the District for a total price of _____ Dollars (\$ _____) ("Contract Price"), the following services ("Services" or "Work"):

See Exhibit A.

2. Contractor shall perform the Work at Terra Linda High School, 320 Nova Albion Way, San Rafael, CA 94903 ("Site"). The Project is the scope of Work performed at the Site.
3. Work shall be completed within Fifty-Four (54) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents (as defined herein) including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect ("DSA") for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

4. Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of One Thousand Five Hundred Dollars (\$1,500.00) per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or project milestones established pursuant to the Contract.
5. This Contract incorporates by this reference the Terms and Conditions attached hereto. Contractor, by executing this Contract, agrees to comply with all the Terms and Conditions.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

6. This Contract incorporates by this reference the Contract Documents attached hereto. Contractor, by executing this Contract, agrees to comply with all obligations set forth in the Contract Documents. The Contract Documents include only the following documents, as indicated:

<input type="checkbox"/> Notice to Bidders	<input type="checkbox"/> Roofing Project Certification
<input type="checkbox"/> Instructions to Bidders	<input type="checkbox"/> Registered Subcontractor List
<input type="checkbox"/> Bid Form and Proposal	<input type="checkbox"/> Disabled Veterans' Business Enterprise Participation Certification
<input type="checkbox"/> Bid Bond	<input type="checkbox"/> Drug-Free Workplace Certification
<input type="checkbox"/> Designated Subcontractors List	<input type="checkbox"/> Tobacco-Free Environment Certification
<input type="checkbox"/> Site Visit Certification	<input type="checkbox"/> Imported Materials Certification
<input type="checkbox"/> Non-Collusion Declaration	<input type="checkbox"/> Notice to Proceed
<input type="checkbox"/> Agreement	<input type="checkbox"/> Guarantee Form
<input type="checkbox"/> Exhibit "A" ("Scope of Work")	<input type="checkbox"/> Special Conditions
<input type="checkbox"/> Notice of Award	<input type="checkbox"/> Hazmat Procedures & Requirements
<input type="checkbox"/> Performance Bond	<input type="checkbox"/> Product Options and Substitutions
<input type="checkbox"/> Payment Bond	<input type="checkbox"/> Application for Payment and Conditional and Unconditional Waiver and Release Forms
<input type="checkbox"/> Insurance Certificates and Endorsements	<input type="checkbox"/> Submittals
<input type="checkbox"/> Off-Road Diesel-Fueled Fleet Certification	<input type="checkbox"/> Materials and Equipment
<input type="checkbox"/> Prevailing Wage Certification	<input type="checkbox"/> Temporary Facilities and Controls
<input type="checkbox"/> Workers' Compensation Certification	<input type="checkbox"/> Cutting and Patching
<input type="checkbox"/> Criminal Background Investigation / Fingerprinting Certification	<input type="checkbox"/> Contract Closeout and Final Cleaning
<input type="checkbox"/> Asbestos & Other Hazardous Materials Certification	<input type="checkbox"/> Operation and Maintenance Data
<input type="checkbox"/> Lead-Product(s) Certification	<input type="checkbox"/> Warranties
	<input type="checkbox"/> Record Documents
	<input type="checkbox"/> Specifications
	<input type="checkbox"/> Plans

7. Contractor shall not commence the Work under this Contract until the Contractor has submitted and the District has approved the performance bond, payment (labor and material) bond, the certificate(s) and the endorsement(s) of insurance required under the Terms and Conditions and the District has issued a Notice to Proceed.
8. Payment for the Work shall be made in accordance with the Terms and Conditions.
9. The Design Professional In General Responsible Charge for the Project is Lionakis ("Architect"), and the construction manager on the Project is Greystone West Co. ("Construction Manager"). Contractor hereby acknowledges that the Architect, the Construction Manager, the Project Inspector, and the Division of the State Architect have authority to approve and/or suspend Work if the Contractor's Work does not comply with the

requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. No work shall be carried on except with the knowledge and under the inspection of said Project Inspector. Project Inspector shall have free access to any or all parts of work at any time. Contractor shall furnish Project Inspector reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector fully informed respecting progress, manner of work, and character of materials. The Contractor shall be liable for any delay caused by its non-compliant Work or its failure to provide proper notification for inspection.

10. Inspection and acceptance of the Work shall be performed by Staff of the Capital Facilities Department of the District.
11. Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile or email, addressed as follows:

District

San Rafael City Schools
ATTN: Timothy Ryan
320 Nova Albion Way
San Rafael, CA 94903

Contractor

Name: _____
ATTN: _____
[ADDRESS]
[FAX]
[EMAIL]

Any notice personally given or sent by facsimile or email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. Contractor shall guarantee all labor and material used in the performance of this Contract for a period of Two (2) year from the date of the District's written approval of the Work.
13. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract.
14. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct.

[SIGNATURES ON FOLLOWING PAGE]

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2025

San Rafael City Schools

Signature: _____

Print Name: Bob Marcucci

Print Title: Deputy Superintendent of
Business Services

Dated: _____, 2025

Contractor: _____

Signature: _____

Print Name: _____

Print Title: _____

License No.: _____

Registration No.: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail: _____

Information regarding Contractor:

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

____ Other: _____

Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of \$600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, the District requires the Contractor to furnish the information requested in this section.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY; TERMS AND CONDITIONS FOLLOW]

TERMS AND CONDITIONS TO CONTRACT

- 1. NOTICE TO PROCEED:** District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.
- 2. STANDARD OF CARE:** Contractor shall perform, diligently prosecute and complete the Work in a good and workmanlike manner within the Contract Time, and in strict conformity with all Contract Documents.
- 3. SITE EXAMINATION:** Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.
- 4. PERMITS, LICENSES AND REGISTRATION:** Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses, registration and permits as are required by law, in connection with the furnishing of materials, supplies, or services herein listed.
- 5. PROJECT INSPECTION CARD:** Contractor shall verify that forms DSA 152 Project Inspection Card (or current version) are issued for the Project prior to commencement of construction.
- 6. NOTIFICATION:** Contractor shall notify the Architect and Project Inspector, in writing, of the commencement and completion of construction of each and every aspect of the work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.
- 7. LABOR, MATERIALS AND EQUIPMENT:** Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the services herein described, the services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto. Unless otherwise specified, all materials shall be new and previously unused, and of the manufacturer's latest model or the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.
- 8. SUBSTITUTIONS:** No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District. Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute, as well as any costs that the District incurs for professional services, including DSA fees. District may deduct those costs from any amounts owing to Contractor for the review of the request for substitution, even if the request for substitution is not approved. Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one-hundred percent (100%) of the net difference between the substitute and the originally specified material.
- 9. INDEPENDENT CONTRACTOR:** Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant's employees.
- 10. CONTRACTOR SUPERVISION:** Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship.
- 11. WORKERS:** Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Contractor or a

subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. SUBCONTRACTORS: Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all registration, indemnification, insurance, bond, and warranty requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

13. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

14. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Pursuant to the Renovation, Repair and Painting Rule (title 40 of the Code of Federal Regulations part 745 (40 CFR 745)), all contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors must be trained by an EPA-accredited provider and certified by the EPA. Contractor must execute the Lead-Based Paint Certification, if applicable.

15. CLEAN UP: Debris shall be removed from the Site. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

16. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public, and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at his discretion to prevent such threatened loss or injury.

17. FORCE MAJEURE: "Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

18. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions that are caused by the Contractor's failure to comply with the approved plans and specifications and the standard of care required herein. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

19. NO RELIEF FROM OBLIGATIONS BASED ON REVIEW BY OTHER PERSONS: Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

20. DISTRICT'S RIGHT TO PERFORM WORK: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may make good such deficiencies, without prejudice to any other remedy it may have, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) otherwise due to Contractor.

21. ACCESS TO WORK: District representatives, Architect, and Project Inspector shall at all times have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

22. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

23. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may withhold or deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed; (10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107, 7200 and 7201.

24. CHANGE IN SCOPE OF WORK:

24.1. Changes in Scope of Work. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of the change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of the change order, its request for a time extension (if any), as well as all information necessary to substantiate its belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

24.2. Allowances. If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless Owner has identified specific work, Contractor has submitted a price for that work or Owner has proposed a price for that work, Owner has accepted the cost for that work, and Owner has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will

be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

25. INDEMNIFICATION:

25.1. To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless the District, its agents, representatives, officers, consultants, employees, and volunteers (the "Indemnified Parties") from any and all demands, damages, injuries, losses, expenses, liabilities, claims, suits, and actions (the "Claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused by the active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability.

25.2. Contractor shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, including attorneys' fees and costs, from any and all claims directly or indirectly arising from, arising out of, connected with, or resulting from the performance of this Contract unless the claims are caused by the active negligence or willful misconduct of the Indemnified Parties and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction, in which case, without impacting Contractor's obligation to provide an immediate and ongoing defense of the Indemnified Parties, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the District.

25.3. Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

25.4. If the Indemnitees provide their own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse Indemnitees for any expenditures, including reasonable attorney's fees and costs.

25.5. The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District has received written agreement from the Contractor that it will unconditionally defend the Indemnified Parties, and pay any damages due by reason of settlement or judgment.

25.6. The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Contract.

26. PAYMENT BOND AND PERFORMANCE BOND: Contractor shall not commence the Work until it has provided to the District, in a form acceptable to the District, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

27. CONTRACTOR'S INSURANCE:

27.1. The Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits not less than the amount indicated below. If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the

Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Contract.

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$ 2,000,000 \$ 4,000,000
Automobile Liability Insurance - Any Auto Each Occurrence General Aggregate	 \$ 1,000,000 \$ 2,000,000
Workers' Compensation	Statutory Limits
Employer's Liability	\$ 2,000,000
Builder's Risk (Course of Construction)	Issued for the value and scope of Work indicated herein.

27.1.1. Commercial General Liability and Automobile Liability Insurance. Commercial General Liability Insurance and Any Auto Automobile Liability Insurance that shall protect the Contractor, the District, and the State from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services. (Form CG 0001 and CA 0001, or forms substantially similar, if approved by the District.)

27.1.2. Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services. In accordance with provisions of section 3700 of the California Labor Code, the Contractor shall be required to secure workers' compensation coverage for its employees. If any class of employee or employees engaged in performing any portion of the Services under this Contract are not protected under the Workers' Compensation Statute, adequate insurance coverage for the protection of any employee(s) not otherwise protected must be obtained before any of those employee(s) commence performing any portion of the Services.

27.1.3. Builder's Risk Insurance: Builder's Risk "All Risk" Insurance Contractor shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, rain, dust, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

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

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

27.2.2. A clause stating: "This policy shall not be canceled until notice has been mailed to the District, stating date of cancellation. Date of cancellation shall not be less than thirty (30) days

after date of mailing notice.”

27.23. An endorsement stating that the District and its Governing Board, agents, representatives, employees, trustees, officers, consultants, and volunteers are named additional insured under all policies except Workers’ Compensation Insurance, and Employers’ Liability Insurance.

27.24. All policies except the Workers’ Compensation Insurance, and Employers’ Liability Insurance Policies shall be written on an occurrence form.

27.25. An endorsement stating that Contractor’s insurance policies shall be primary to any insurance or self-insurance maintained by District.

27.26. An endorsement stating that there shall be a waiver of any subrogation.

27.27. Contractor’s insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

27.3. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A: VII, unless otherwise acceptable to the District.

28. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract Documents, the Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or service performed against defective workmanship, defects or failures of materials for a minimum period of Two (2) year from filing the Notice of Completion with the county in which the Site is located. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

29. CONFIDENTIALITY: The Contractor shall maintain the confidentiality of all information, documents, programs, procedures, and all other items that Contractor encounters while performing the Contractor’s Work to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

30. LIMITATION OF DISTRICT LIABILITY: District’s financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, or lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

31. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor’s receipt of a written termination notice from the District. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

32. LABOR CODE REQUIREMENTS: Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7. The Contractor shall comply with all applicable provisions of the California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 – 5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District or available online at <http://www.dir.ca.gov/>. In addition, the Contractor and each subcontractor shall comply with Section 1735 forbidding discrimination and Sections 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts.

32.1. Registration: Contractor and its subcontractor(s) shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and in accordance with Labor Code section 1771.1.

32.2. Registered Subcontractor List: Within 30 days of the award of contract or prior to commencing the Work under this Contract, whichever occurs first, Contractor shall provide District all information required by Labor Code section 1773.3, as amended by Stats. 2017, Ch. 28, Sec. 21, for Company and all tiers of Subcontractors to enable District to provide notice to the

Department of Industrial Relations (DIR) of the Contract (PWC-100 form). Contractor shall submit and maintain an updated Registered Subcontractor List including all Subcontractors of any tier furnishing labor, material, or equipment to the Project.

32.3. Certified Payroll Records: Contractor and its subcontractor(s) shall upload certified payroll records ("CPR") electronically using California Department of Industrial Relations' (DIR) eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project, and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each subcontractor in connection with the Work.

32.4. Labor Compliance: Contractor shall perform the Work of the Project while complying with all the applicable regulations, including section 16000, et seq., of Title 8 of the California Code of Regulations and is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations.

33. ANTI-DISCRIMINATION: Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and all of its subcontractors. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

34. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses SFP Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

35. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the parties.

36. CONTRACTOR CLAIMS: In the event of any demand by Contractor for (A) a time extension, including, without limitation, for relief from damages or penalties for delay assessed by the District under the Contract, (B) payment by the District 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 Contractor is not otherwise entitled to, or (C) an amount of payment disputed by the District, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code section 9204 and/or Article 1.5 (commencing with section 20104) of Chapter 1, Part, 3, Division 2, of the Public Contract Code, if applicable, the provisions of which are each attached hereto and incorporated herein by this reference. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor and its subcontractors shall continue to perform the Work under the Contract and shall not cause a delay of the Work, including the disputed work, during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement of the District.

37. ATTORNEY FEES/COSTS: Should litigation be necessary to enforce any terms or provisions of this Contract, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

38. TERMINATION:

38.1. If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the terms or provisions of this Contract, District shall have the right to terminate this Contract and/or Contractor's right to perform the Work of the Contract for cause effective immediately upon the District giving written notice thereof to the Contractor. The Contractor and its performance bond surety, if any, shall be liable for all damages caused to the District by reason of the Contractor's failure to perform and complete the Contract. In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

38.2. District shall also have the right in its sole discretion to terminate the Contract and/or Contractor's right to perform the Work of the Contract for its own convenience upon District giving three (3) days' written notice thereof to the Contractor. In case of a termination for convenience, Contractor shall be paid for the actual cost for labor, materials, and services performed including, without limitation, Contractor's and its subcontractor(s)' mobilization and/or demobilization costs, that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise. If Contractor objects to the termination for convenience, including disagreement on the actual cost, the District retains the right to all the options available to the District under a termination for cause.

38.3. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination.

39. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

40. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

41. CALCULATION OF TIME: For the purposes of this Contract, "days" refers to calendar days unless otherwise specified.

42. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.

43. BINDING CONTRACT: This Contract shall be binding upon the parties hereto and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.

44. DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

45. CAPTIONS AND INTERPRETATIONS: Paragraph headings in this Contract are used solely for convenience, and shall be wholly disregarded in the construction of this Contract. No provision of this Contract shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Contract shall be construed as if jointly prepared by the parties.

46. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

47. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

48. ENTIRE CONTRACT: This Contract sets forth the entire agreement between the parties hereto and fully supersedes any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.

49. NO ORAL MODIFICATIONS: No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

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Public Contract Code section 9204

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on their own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2027, and as of that date is repealed, unless a later enacted statute that is enacted before January 1, 2027, deletes or extends that date.

Public Contract Code sections 20104 – 20104.6

§ 20104.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and a local agency.

(2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.

(b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

(2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

(c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.

(d) This article applies only to contracts entered into on or after January 1, 1991.

§ 20104.2.

For any claim subject to this article, the following requirements apply:

(a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

(b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

§ 20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

(a) Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

(b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.

(3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.

(c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

§ 20104.6.

(a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

EXHIBIT "A"
SCOPE OF WORK

The scope of work consists of supply and install of a pipe grid hanger and wire bracing system to hold owner furnished theatrical lighting. Owner furnished theatrical lights and lighting cabling to be installed under this contract. New electrical, demolition of existing light bars (and accessories), programming, and angling of lights are a part of this contract.

NOTICE OF AWARD

Dated: _____ 20__

To: _____ (Contractor)

(Address)

From: Governing Board ("Board") of the San Rafael City Schools ("District")

Re: Terra Linda High School Black Box Theater Lighting Project No. 25-02 ("Project").

Contractor has been awarded the Contract for the above-referenced Project on March 10, 2025, by action of the District's Board.

The Contract Price is _____ Dollars (\$_____).

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

- a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.
- b. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- c. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Insurance Certificates and Endorsements as required.
- e. Workers' Compensation Certification.
- f. Prevailing Wage and Related Labor Requirements Certification.
- g. Disabled Veteran Business Enterprise Participation Certification.
- h. Drug-Free Workplace Certification.
- i. Tobacco-Free Environment Certification.

- j. Hazardous Materials Certification.
- k. Lead-Based Materials Certification.
- l. Imported Materials Certification.
- m. Criminal Background Investigation/Fingerprinting Certification.
- n. Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

SAN RAFAEL CITY SCHOOLS

BY: _____

NAME: Bob Marcucci

TITLE: Deputy Superintendent of
Business Services

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the San Rafael City Schools, ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Terra Linda High School Black Box Theater Lighting Project

("Project" or "Contract") which Contract dated March 10, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of

Dollars (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration

thereof made as therein provided, on its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

Principal	Surety
By	By
	Name of California Agent of Surety
	Address of California Agent of Surety
	Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND
Contractor's Labor & Material Bond
(100% Of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the San Rafael City Schools, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Terra Linda High School Black Box Theater Lighting Project

("Project" or "Contract") which Contract dated March 10, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

SAN RAFAEL CITY SCHOOLS

**PAYMENT BOND
TLHS BLACK BOX THEATER LIGHTING
PROJECT NO. 25-02
DOCUMENT 00 61 13.16-1**

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal	Surety
By	By
	Name of California Agent of Surety
	Address of California Agent of Surety
	Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

OFF-ROAD DIESEL-FUELED FLEET CERTIFICATION

PROJECT/CONTRACT NO.: 25-02 between the San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Title 13 CCR sections 2449, 2449.1, and 2449.2, in compliance with Government Code sections 11346.2, subdivision (a)(3), and 11346.8, subdivision (c), applies to construction contractors who own or operate within California any vehicles with a diesel-fueled or alternative diesel fueled off-road compression-ignition engine with maximum power (max hp) of 25 horsepower (hp) or greater provided that the vehicle cannot be registered and driven safely on-road or was not designed to be driven on-road, even if it has been modified so that it can be driven safely on-road.

Section 2449(i), in relevant part, provides:

- (1) For a project involving the use of vehicles subject to this regulation, the prime contractor must obtain copies of the valid Certificate of Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.
- (2) No prime contractor or public works awarding body, as applicable, shall enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and its listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet.
- (3) The Certificates of Reported Compliance received by the prime contractor for a project must be retained for three (3) years after that project's completion. Upon request by California Air Resources Board ("CARB"), these records must be provided to CARB within five (5) business days of the request.
- (4) Situations in which prime contractors or public works awarding bodies, as applicable, are contracting for projects that are considered emergency operations, as defined in section 2449(c)(18), are exempt from the requirements in section 2449(i)(1)-(3), but must still retain records verifying vehicles subject to the regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

Section 2449(j), in relevant part, also states:

- (1) Between March 1 and June 1 of each year, a prime contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement.

- (2) Prime contractors shall only allow fleets with valid Certificates of Reported Compliance on the prime contractor's job sites.
- (3) If the prime contractor discovers that any fleet intending to operate vehicles subject to this regulation for the prime contractor does not have a valid Certificate of Reported Compliance, as defined in section 2449(n), or if the prime contractor observes any noncompliant vehicles subject to the regulation on the prime contractor's job site, then the prime contractor must report specified information regarding the fleet to CARB within five (5) business days of such discovery.
- (4) Upon request by CARB, the prime contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to this regulation operating at the job site or for the prime contractor.
- (5) The prime contractor shall prominently display signage for any project where vehicles subject to this regulation will operate for eight (8) calendar days or more. The signage must be posted by the eighth calendar day from which the first vehicle operates. The signage will be in lettering larger than size 14-point type and displayed in a conspicuous place where notices to employees are customarily posted at the job site or where there is employee foot traffic. If one of the above locations is also viewable by the public, it should be posted at that location. The signage must include specified information regarding idling regulations for In-Use Off-Road Diesel-Fueled Fleets with directions on how to report observed noncompliance of the provided regulations to CARB.

I am aware of the provisions of Title 13 CCR sections 2449, 2449.1, and 2449.2, which apply to every contractor who owns or operates off-road diesel fleet vehicles in California, and I will comply with such provisions, including providing Certificate(s) of Reported Compliance for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable, with its bid.

Date: _____

Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

Bidder must attach valid Certificate(s) Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets provided by CARB for the fleet selected for the contract and their listed subcontractors, if applicable, to this form.

END OF DOCUMENT

PREVAILING WAGE CERTIFICATION

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

**CRIMINAL BACKGROUND INVESTIGATION
/FINGERPRINTING CERTIFICATION**

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

- ☐ Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or
- ☐ Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- ☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- ☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

- ☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

- ☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

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Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with New Hazardous Material containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

LEAD-PRODUCT(S) CERTIFICATION

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, **CONTRACTOR IS HEREBY NOTIFIED** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (**Including Title 8, California Code of Regulations, Section 1532.1**). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

All contractors who disturb lead-based paint in a six-square-foot area or greater indoors or a 20-square-foot area or greater outdoors shall comply with the Renovation, Repair and Painting Rule, shall receive training from a U.S. EPA-accredited training provider, and shall be certified by the U.S. EPA. Contractor, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

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

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT HE OR SHE HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT HE OR SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

ROOFING PROJECT CERTIFICATION

Pursuant to Public Contract Code section 3000, et seq., this form shall be executed by all contractors, materials manufacturers, or vendors involved in a bid or proposal for the repair or replacement of a roof of a public school where the project is for repair of more than 25% of the roof or that has a total cost more than \$21,000 ("roofing project") and submitted to the District when the award is made.

Certification of:

<input type="checkbox"/> Contractor	<input type="checkbox"/> Materials Manufacturer
<input type="checkbox"/> Vendor	<input type="checkbox"/> Other _____

I, _____, _____, certify that I
[Name] [Name of Firm]
have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roofing project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Furthermore, I, _____, _____, certify that I
do not have, and throughout the duration of the contract, I will not have, any financial relationship in
connection with the performance of this contract with any architect, engineer, roofing consultant,
materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____, _____, have the following
[Name] [Name of Firm]
financial relationships with an architect, engineer, roofing consultant, materials manufacturer,
distributor, or vendor, or other person in connection with the following roofing project contract
(provide Name and Address of Building, and Contract Date and Number):

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 *et seq.* of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

**REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)**

PROJECT: Terra Linda High School Black Box Theater Lighting Project

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

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Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: 25-02 between the San Rafael City Schools ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using, or planning to use, funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, the lowest responsive responsible Bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract. **Do not submit this form with your bids.**

PART I – Method of Compliance with DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
A. <input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSDS")*	Complete Part 1 of this form and the Certification
B. <input type="checkbox"/> Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSDS (including yours, if applicable), and complete Part 1 of this form and the Certification
C. <input type="checkbox"/> NOT disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
D. <input type="checkbox"/> Unable to meet the required participation goals after good faith efforts	Make good faith efforts, including contacts, advertisement and DVBE solicitation	Complete all of this form and the Certification

* A DVBE letter from OSDS is obtained from the participating DVBE.

You must complete the following table to show the dollar amount of DVBE participation:

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	\$
B. DVBE Subcontractor or Supplier	
1.	
2.	
3.	
4.	
C. Subtotal (A & B)	
D. Non-DVBE	
E. Total Bid	

PART II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. The District, if any			*
2. OSDS, provides assistance locating DVBEs at https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx	(916) 375-4940		*
3. DVBE Organization (List)			*

*Write "recorded message" in this column, if applicable.

PART III – Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and your firm’s name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

PART IV – DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....		AND.....	
was selected to participate	Check "YES" in the "SELECTED" column		include a copy of their DVBE letter(s) from OSDS	
was NOT selected to participate	Check "NO" in the "SELECTED" column		state why in the "REASON NOT SELECTED" column	
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DVBE CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, _____, certify that I am the bidder's _____
and that I have made a diligent effort to ascertain the facts with regard to the
representations made herein. In making this certification, I am aware of section 12650 et
seq. of the Government Code providing for the imposition of treble damages for making
false claims.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: 25-02 between the San Rafael City Schools ("District") and

("Contractor" or "Bidder") ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a

condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: 25-02 between the San Rafael City Schools ("District") and

("Contractor" or "Bidder") ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: 25-02 between the San Rafael City Schools ("District") and
("Contractor" or "Bidder") ("Contract" or "Project").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site and shall be provided to the District at least ten (10) days before delivery. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of: ☐ Delivery Firm/Transporter ☐ Supplier ☐ Manufacturer
☐ Wholesaler ☐ Broker ☐ Retailer
☐ Distributor ☐ Other _____

Type of Entity ☐ Corporation ☐ General Partnership
☐ Limited Partnership ☐ Limited Liability Company
☐ Sole Proprietorship ☐ Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

NOTICE TO PROCEED

Dated: _____, 20____

TO: _____
("Contractor")

ADDRESS: _____

PROJECT: TLHS Black Box Theater Lighting Project

PROJECT/CONTRACT NO.: 25-02 between the San Rafael City Schools and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on _____, 20____. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of completion is _____, 20____.

You must submit the following documents by 5:00 p.m. of the TENTH (10th) calendar day following the date of this Notice to Proceed:

- a. Contractor's preliminary schedule of construction.
- b. Contractor's preliminary schedule of values for all of the Work.
- c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals
- d. Contractor's Safety Plan specifically adapted for the Project.
- e. Registered Subcontractors List: A complete subcontractors list for all tiers, including the name, Department of Industrial Relations registration number, and portion of work.

Thank you. We look forward to a very successful Project.

SAN RAFAEL CITY SCHOOLS

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

GUARANTEE FORM

_____ ("Contractor") hereby agrees that the _____
_____ ("Work" of Contractor) which Contractor has installed for the San Rafael City
Schools ("District") for the following project:

PROJECT: Terra Linda High School Black Box Theater Lighting Project

("Project" or "Contract") has been performed in accordance with the requirements of the
Contract Documents and that the Work as installed will fulfill the requirements of the
Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be
defective in workmanship or material together with any other adjacent Work that may be
displaced in connection with such replacement within a period of _____
year(s) from the date of completion as defined in Public Contract Code section 7107,
subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted. The date of
completion is _____, 20____.

In the event of the undersigned's failure to comply with the above-mentioned conditions
within a reasonable period of time, as determined by the District, but not later than seven
(7) days after being notified in writing by the District, the undersigned authorizes the
District to proceed to have said defects repaired and made good at the expense of the
undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Representatives to be contacted for service subject to terms of Contract:

Name: _____

Address: _____

Phone No.: _____

Email: _____

END OF DOCUMENT

DOCUMENT 00 73 13

SPECIAL CONDITIONS

SAN RAFAEL CITY SCHOOLS

**SPECIAL CONDITIONS
TLHS BLACK BOX THEATER LIGHTING
PROJECT NO. 25-02
DOCUMENT 00 73 13 -1**

SPECIAL CONDITIONS

1. Mitigation Measures

Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000 *et seq.*)

2. Modernization Projects

2.1 Access. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.

2.2 Keys. Upon request, the District may, at its own discretion, provide keys to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the keys are lost or stolen, or if any unauthorized party obtains a copy of the key or access to the school.

2.3 Maintaining Services. The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.

2.4 Maintaining Utilities. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

2.5 Confidentiality. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

2.6 Work during Instructional Time. By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District.

2.7 No Work during Student Testing. Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests.

3. Badge Policy for Contractors

All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility.

3.1 Badges must be filled out in full and contain the following information:

3.1.1 Name of Contractor

3.1.2 Name of Employee

3.1.3 Contractor's address and phone number

3.2 Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

3.3 Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

4. Weather Days

15.2.1.5 The number of days of Adverse Weather exceeds the following parameters:

January	10	July	2
February	10	August	2
March	10	September	5
April	10	October	10
May	5	November	10
June	2	December	10

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

5. Permits, Certificates, Licenses, Fees, Approvals

5.1 Payment for Permits, Certificates, Licenses, Fees, and Approvals. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses, approvals, and certificates necessary for the prosecution of the Work with the exception of the following:

None.

6. As-Builts and Record Drawings

6.1 When called for by Division 1, Contractor shall submit As-Built Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") & Building Information Modeling ("BIM") files in the following format: .DWG for CADD & .RVT for BIM. , plus one set of As-Built Drawings on high quality paper.

6.2 Contractor shall submit Record Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") & one set of Building Information Modeling ("BIM") files in the following format: .DWG & .RVT, plus one set of Record Drawings on high quality paper.

7. Construction Manager

The District will use a Construction Manager on the Project that is the subject of this Contract. Greystone West is the Construction is the Construction Manager for this Project.

8. Program Manager

Greystone West is the Construction is the Program Manager designated for the Project that is the subject of this Contract.

15. Preliminary Schedule of Values

The preliminary schedule of values shall include, at a minimum, the following information and the following structure:

10.1.1.2.3 The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

10.1.1.2.3.1 Mobilization and layout combined to equal not more than **[2]**%;

10.1.1.2.3.2 Submittals, samples and shop drawings combined to equal not more than **[4]**%;

10.1.1.2.3.3 Bonds and insurance combined to equal not more than **[2.5]**%.

10.1.1.2.3.4 Closeout documentation shall have a value in the preliminary schedule of not less than **[5]**%.

END OF DOCUMENT

HAZARDOUS MATERIALS
PROCEDURES & REQUIREMENTS

1. Summary

This document includes information applicable to hazardous materials and hazardous waste abatement.

2. Notice of Hazardous Waste or Materials

- a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - (1) Material that Contractor believes may be a material that is hazardous waste or hazardous material, 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;
 - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Contractor's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in

Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

- f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. Additional Warranties and Representations

- a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. Monitoring and Testing

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that

a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.

- c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

5. Compliance with Laws

- a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - (1) The protection of the public health, welfare and environment;
 - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;
 - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and
 - (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is

not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.
- c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

7. Permits

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:
 - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and
 - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If

Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

8. Indemnification

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 *et seq.*).

9. Termination

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

PRODUCT OPTIONS AND SUBSTITUTIONS

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. Instructions to Bidders;
- B. General Conditions, including, without limitation, Substitutions For Specified Items; and
- C. Special Conditions.

1.02 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT

- A. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be reviewed subject to the provisions of the General Conditions.
- B. Wherever more than one manufacturer's product is specified, the first-named product is the basis for the design used in the work and the use of alternative-named manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by Contractor and are approved by the District and/or the Architect, Contractor shall assume all costs required to make necessary revisions and modifications of the design resulting from the substitutions requested by the Contractor.
- C. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or approved equal," supporting data for the second product, if proposed by Contractor, shall be submitted in accordance with the requirements for substitutions. The District's Board has found and determined that certain item(s) shall be used on this Project based on the purpose(s) indicated pursuant to Public Contract Code section 3400(c). These findings, as well as the products and brand or trade names, have been identified in the Notice to Bidders.
- D. The Contractor will not be allowed to substitute specified items unless the request for substitution is submitted as follows:
 - (1) District must receive any notice of request for substitution of a specified item a minimum of ten (10) calendar days prior to bid opening.

- (2) Within 35 days after the date of the Notice of Award, the Contractor shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the technical Specifications. Insufficient information shall be grounds for rejection of substitution.
- E. If the District and/or Architect, in reviewing proposed substitute materials and equipment, require revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Contractor shall promptly do so. If any proposed substitution is judged by the District and/or Architect to be unacceptable, the specified material or equipment shall be provided.
- F. Samples may be required. Tests required by the District and/or Architect for the determination of quality and utility shall be made at the expense of Contractor, with acceptance of the test procedure first given by the District.
- G. In reviewing the supporting data submitted for substitutions, the District and/or Architect will use for purposes of comparison all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Contract Documents. If more than two (2) submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Contractor, and the District will deduct the costs from the Contract Price. The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute.
- H. The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.
- I. In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 29 00

**APPLICATION FOR PAYMENT AND
CONDITIONAL AND UNCONDITIONAL WAIVER AND RELEASE FORMS**

**CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS IN THE GENERAL
CONDITIONS RELATED TO APPLICATIONS FOR PAYMENT AND/OR PAYMENTS.**

SAN RAFAEL CITY SCHOOLS

**APPLICATION FOR PAYMENT AND
CONDITIONAL AND UNCONDITIONAL
WAIVER AND RELEASE FORMS
TLHS BLACK BOX THEATER LIGHTING
PROJECT NO. 25-02
DOCUMENT 01 29 00-1**

**CONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT
(CIVIL CODE SECTION 8132)**

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

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 on 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: _____

SAN RAFAEL CITY SCHOOLS

**APPLICATION FOR PAYMENT AND
CONDITIONAL AND UNCONDITIONAL
WAIVER AND RELEASE FORMS
TLHS BLACK BOX THEATER LIGHTING
PROJECT NO. 25-02
DOCUMENT 01 29 00-2**

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.

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

**UNCONDITIONAL WAIVER AND RELEASE
ON PROGRESS PAYMENT
(CIVIL CODE SECTION 8134)**

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

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.

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

SAN RAFAEL CITY SCHOOLS

**APPLICATION FOR PAYMENT AND
CONDITIONAL AND UNCONDITIONAL
WAIVER AND RELEASE FORMS
TLHS BLACK BOX THEATER LIGHTING
PROJECT NO. 25-02
DOCUMENT 01 29 00-4**

**CONDITIONAL WAIVER AND RELEASE
ON FINAL PAYMENT
(CIVIL CODE SECTION 8136)**

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

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 on 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: \$_____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

SAN RAFAEL CITY SCHOOLS

**APPLICATION FOR PAYMENT AND
CONDITIONAL AND UNCONDITIONAL
WAIVER AND RELEASE FORMS
TLHS BLACK BOX THEATER LIGHTING
PROJECT NO. 25-02
DOCUMENT 01 29 00-5**

**UNCONDITIONAL WAIVER AND RELEASE
ON FINAL PAYMENT**
(CIVIL CODE SECTION 8138)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

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. The claimant has been paid in full.

Exceptions

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: \$_____

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

SAN RAFAEL CITY SCHOOLS

**APPLICATION FOR PAYMENT AND
CONDITIONAL AND UNCONDITIONAL
WAIVER AND RELEASE FORMS
TLHS BLACK BOX THEATER LIGHTING
PROJECT NO. 25-02
DOCUMENT 01 29 00-6**

SUBMITTALS

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, Contractor's Submittals and Schedules, Drawings and Specifications;
- B. Special Conditions.

1.02 SECTION INCLUDES:

- A. Definitions:
 - (1) Shop Drawings and Product Data are as indicated in the General Conditions and include, but are not limited to, fabrication, erection, layout and setting drawings, formwork and falsework drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams. In addition, there are other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment or systems and all positions conform to the requirement of the Contract Documents, including, without limitation, the Drawings.
 - (2) "Manufactured" applies to standard units usually mass-produced; "fabricated" means specifically assembled or made out of selected materials to meet design requirements. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicated proper relation to adjoining work and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.
 - (3) Manufacturer's Instructions: Where any item of Work is required by the Contract Documents to be furnished, installed, or performed, at a minimum, in accordance with a specified product manufacturer's instructions, the Contractor shall procure and distribute copies of these to the District, the Architect, and all other concerned parties and shall furnish, install, or perform the work, at a minimum, in accordance with those instructions.

- B. Samples, Shop Drawings, Product Data, and other items as specified, in accordance with the following requirements:
- (1) Contractor shall submit all Shop Drawings, Product Data, and Samples to the District, the Architect, the Project Inspector, and the Construction Manager.
 - (2) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall submit required information in sufficient time to permit proper consideration and action before ordering any materials or items represented by such Shop Drawings, Product Data, and/or Samples.
 - (3) Contractor shall allow sufficient time so that no delay occurs due to required lead time in ordering or delivery of any item to the Site. Contractor shall be responsible for any delay in progress of Work due to its failure to observe these requirements.
 - (4) Time for completion of Work shall not be extended on account of Contractor's failure to promptly submit Shop Drawings, Product Data, and/or Samples.
 - (5) Reference numbers on Shop Drawings shall have Architectural and/or Engineering Contract Drawings reference numbers for details, sections, and "cuts" shown on Shop Drawings. These reference numbers shall be in addition to any numbering system that Contractor chooses to use or has adopted as standard.
 - (6) When the magnitude or complexity of submittal material prevents a complete review within the stated time frame, Contractor shall make this submittal in increments to avoid extended delays.
 - (7) Contractor shall certify on submittals for review that submittals conform to Contract requirements. Also certify that Contractor-furnished equipment can be installed in allocated space. In event of any variance, Contractor shall specifically state in transmittal and on Shop Drawings, portions vary and require approval of a substitute. Submittals shall not be used as a means of requesting a substitution.
 - (8) Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standard of the American Society for Testing and Materials.
 - (9) Upon demand by Architect or District, Contractor shall submit samples of materials and/or articles for tests or examinations and consideration before Contractor incorporates same in Work. Contractor shall be solely responsible for delays due to sample(s) not being submitted in time to allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of Contractor.

- C. Submittal Schedule:
- (1) Contractor shall prepare its proposed submittal schedule that is coordinated with the proposed construction schedule and submit both to the District within ten (10) days after the date of the Notice to Proceed. Contractor's proposed schedules shall become the Project Construction Schedule and the Project Submittal Schedule after each is approved by the District.
 - (2) Contractor is responsible for all lost time should the initial submittal be rejected, marked "revise and resubmit", etc.
 - (3) All Submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those Submittals shall be forwarded to the District so as not to delay the Construction Schedule.
 - (4) Contractor may be assessed \$100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Trade Contractor or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule.

1.03 SHOP DRAWINGS:

- A. Contractor shall submit one reproducible transparency and six (6) opaque reproductions. The District will review and return the reproducible copy and one (1) opaque reproduction to Contractor.
- B. Before commencing installation of any Work, the Contractor shall submit and receive approval of all drawings, descriptive data, and material list(s) as required to accomplish Work.
- C. Review of Shop Drawings is regarded as a service to assist Contractor and in all cases original Contract Documents shall take precedence as outlined under General Conditions.
- D. No claim for extra time or payment shall be based on work shown on Shop Drawings unless the claim is (1) noted on Contractor's transmittal letter accompanying Shop Drawings and (2) Contractor has complied with all applicable provisions of the General Conditions, including, without limitation, provisions regarding changes and payment, and all required written approvals.
- E. District shall not review Shop Drawings for quantities of materials or number of items supplied.
- F. District's and/or Architect's review of Shop Drawing will be general. District and/or Architect review does not relieve Contractor of responsibility for dimensions, accuracy, proper fitting, construction of Work, furnishing of materials, or Work required by Contract Documents and not indicated on

Shop Drawings. The District's and/or Architect's review of Shop Drawings is not to be construed as approving departures from Contract Documents.

- G. Review of Shop Drawings and Schedules does not relieve Contractor from responsibility for any aspect of those Drawings or Schedules that is a violation of local, County, State, or Federal laws, rules, ordinances, or rules and regulations of commissions, boards, or other authorities or utilities having jurisdiction.
- H. Before submitting Shop Drawings for review, Contractor shall check Shop Drawings of its subcontractors for accuracy, and confirm that all Work contiguous with and having bearing on other work shown on Shop Drawings is accurately drawn and in conformance with Contract Documents.
- I. Submitted drawings and details must bear stamp of approval of Contractor:
 - (1) Stamp and signature shall clearly certify that Contractor has checked Shop Drawings for compliance with Drawings.
 - (2) If Contractor submits a Shop Drawing without an executed stamp of approval, or whenever it is evident (despite stamp) that Drawings have not been checked, the District and/or Architect will not consider them and will return them to the Contractor for revision and resubmission. In that event, it will be deemed that Contractor has not complied with this provision and Contractor shall bear risk of all delays to same extent as if it had not submitted any Shop Drawings or details.
- J. Submission of Shop Drawings (in either original submission or when resubmitted with correction) constitutes evidence that Contractor has checked all information thereon and that it accepts and is willing to perform Work as shown.
- K. Contractor shall pay for cost of any changes in construction due to improper checking and coordination. Contractor shall be responsible for all additional costs, including coordination. Contractor shall be responsible for costs incurred by itself, the District, the Architect, the Project Inspector, the Construction Manager, any other Subcontractor or contractor, etc., due to improperly checked and/or coordination of submittals.
- L. Shop Drawings must clearly delineate the following information:
 - (1) Project name and address.
 - (2) Specification number and description.
 - (3) Architect's name and project number.
 - (4) Shop Drawing title, number, date, and scale.
 - (5) Names of Contractor, Subcontractor(s) and fabricator.
 - (6) Working and erection dimensions.

- (7) Arrangements and sectional views.
 - (8) Necessary details, including complete information for making connections with other Work.
 - (9) Kinds of materials and finishes.
 - (10) Descriptive names of materials and equipment, classified item numbers, and locations at which materials or equipment are to be installed in the Work. Contractor shall use same reference identification(s) as shown on Contract Drawings.
- M. Contractor shall prepare composite drawings and installation layouts when required to solve tight field conditions.
- (1) Shop Drawings shall consist of dimensioned plans and elevations and must give complete information, particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, structural interferences, etc.
 - (2) Contractor shall coordinate these composite Shop Drawings and installation layouts in the field between itself and its Subcontractor(s) for proper relationship to the Work, the work of other trades, and the field conditions. The Contractor shall check and approve all submittal(s) before submitting them for final review.

1.04 PRODUCT DATA OR NON REPRODUCIBLE SUBMITTALS:

- A. Contractor shall submit manufacturer's printed literature in original form. Any fading type of reproduction will not be accepted. Contract must submit a minimum of six (6) each, to the District. District shall return one (1) to the Contractor, who shall reproduce whatever additional copies it requires for distribution.
- B. Contractor shall submit six (6) copies of a complete list of all major items of mechanical, plumbing, and electrical equipment and materials in accordance with the approved Submittal Schedule, except as required earlier to comply with the approved Construction Schedule. Other items specified are to be submitted prior to commencing Work. Contractor shall submit items of like kind at one time in a neat and orderly manner. Partial lists will not be acceptable.
- C. Submittals shall include manufacturer's specifications, physical dimensions, and ratings of all equipment. Contractor shall furnish performance curves for all pumps and fans. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on sheet and superfluous information shall be crossed out. If highlighting is used, Contractor shall mark all copies.
- D. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and supplemental information that may be requested.

- E. Imported Materials Certification must be submitted at least ten (10) days before material is delivered.

1.05 SAMPLES:

- A. Contractor shall submit for approval Samples as required and within the time frame in the Contract Documents. Materials such as concrete, mortar, etc., which require on-site testing will be obtained from Project Site.
- B. Contractor shall submit four (4) samples except where greater or lesser number is specifically required by Contract Documents including, without limitation, the Specifications.
 - (1) Samples must be of sufficient size and quality to clearly illustrate functional characteristics, with integrally related parts and attachment devices.
 - (2) Samples must show full range of texture, color, and pattern.
- C. Contractor shall make all Submittals, unless it has authorized Subcontractor(s) to submit and Contractor has notified the District in writing to this effect.
- D. Samples to be shipped prepaid or hand-delivered to the District.
- E. Contractor shall mark samples to show name of Project, name of Contractor submitting, Contract number and segment of Work where representative Sample will be used, all applicable Specifications Sections and documents, Contract Drawing Number and detail, and ASTM or FS reference, if applicable.
- F. Contractor shall not deliver any material to Site prior to receipt of District's and/or Architect's completed written review and approval. Contractor shall furnish materials equal in every respect to approved Samples and execute Work in conformance therewith.
- G. District's and/or Architect's review, acceptance, and/or approval of Sample(s) will not preclude rejections of any material upon discovery of defects in same prior to final acceptance of completed Work.
- H. After a material has been approved, no change in brand or make will be permitted.
- I. Contractor shall prepare its Submittal Schedule and submit Samples of materials requiring laboratory tests to specified laboratory for testing not less than ninety (90) days before such materials are required to be used in Work.
- J. Samples which are rejected must be resubmitted promptly after notification of rejection and be marked "Resubmitted Sample" in addition to other information required.
- K. Field Samples and Mock-Ups are to be removed by Contractor at District's direction:

- (1) Size: As Specified.
- (2) Furnish catalog numbers and similar data, as requested.

1.06 REVIEW AND RESUBMISSION REQUIREMENTS:

- A. The District will arrange for review of Sample(s), Shop Drawing(s), Product Data, and other submittal(s) by appropriate reviewer and return to Contractor as provided below within twenty-one (21) days after receipt or within twenty-one (21) days after receipt of all related information necessary for such review, whichever is later.
- B. One (1) copy of product or materials data will be returned to Contractor with the review status.
- C. Samples to be incorporated into the Work will be returned to Contractor, together with a written notice designating the Sample with the appropriate review status and indicating errors discovered on review, if any. Other Samples will not be returned, but the same notice will be given with respect thereto, and that notice shall be considered a return of the Sample.
- D. Contractor shall revise and resubmit any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) as required by the reviewer. Such resubmittals will be reviewed and returned in the same manner as original Sample(s), Shop Drawing(s), Product Data, and other submittal(s), within fourteen (14) days after receipt thereof or within fourteen (14) days after receipt of all related information necessary for such review. Such resubmittal shall not delay the Work.
- E. Contractor may proceed with any of the Work covered by Sample(s), Shop Drawing(s), Product Data, and other submittal(s) upon its return if designated as no exception taken, or revise as noted, provided the Contractor proceeds in accordance with the District and/or the Architect's notes and comments.
- F. Contractor shall not begin any of the work covered by a Sample(s), Shop Drawing(s), Product Data, and other submittal(s), designated as revise and resubmit or rejected, until a revision or correction thereof has been reviewed and returned to Contractor.
- G. Sample(s), Shop Drawing(s), Product Data, and other submittal(s) designated as revise and resubmit or rejected and requiring resubmittal, shall be revised or corrected and resubmitted to the District no later than fourteen (14) days or a shorter period as required to comply with the approved Construction Schedule, after its return to Contractor.
- H. Neither the review nor the lack of review of any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) shall waive any of the requirements of the Contract Documents, or relieve Contractor of any obligation thereunder.
- I. District's and/or Architect's review of Shop Drawings does not relieve the Contractor of responsibility for any errors that may exist. Contractor is responsible for the dimensions and design of adequate connections and details and for satisfactory construction of all the Work.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

MATERIALS AND EQUIPMENT

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, Purchase of Materials and Equipment;
- B. Special Conditions;
- C. Imported Materials Certification.

1.02 MATERIAL AND EQUIPMENT

- A. Only items approved by the District and/or Design Professional shall be used.
- B. Contractor shall submit lists of products and other product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

1.03 MATERIAL AND EQUIPMENT COLORS

- A. The District and/or Architect will provide a schedule of colors.
- B. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.
- C. Contractor shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Contractor shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.
- B. Contractor shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.
- C. Contractor shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.

- D. Materials are not acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.
- E. Contractor shall store material so as to cause no obstructions of sidewalks, roadways, access to the Site or buildings, and underground services. Contractor shall protect material and equipment furnished under Contract.
- F. Contractor may store materials on Site with prior written approval by the District, all material shall remain under Contractor's control and Contractor shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Contractor shall provide for off-site storage at a bonded warehouse and with appropriate insurance coverage at no cost to District.
- G. When any room in Project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.
- B. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

2.02 FACILITIES AND EQUIPMENT

Contractor shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work connected with Contract.

2.03 MATERIAL REFERENCE STANDARDS

Where material is specified solely by reference to "standard specifications" and if requested by District, Contractor shall submit for review data on actual material proposed to be incorporated into Work of Contract listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

PART 3 - EXECUTION

3.01 WORKMANSHIP

- A. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).
- B. Work shall be executed by tradespersons skilled in their respective lines of Work. When completed, parts shall have been durably and substantially built and present a neat appearance.

3.02 COORDINATION

- A. Contractor shall coordinate installation of Work so as to not interfere with installation of others. Adjustment or rework because of Contractor's failure to coordinate will be at no additional cost to District.
- B. Contractor shall examine in-place work for readiness, completeness, fitness to be concealed or to receive other work, and in compliance with Contract Documents. Concealing or covering Work constitutes acceptance of additional cost which will result should in-place Work be found unsuitable for receiving other Work or otherwise deviating from the requirements of the Contract Documents.

3.03 COMPLETENESS

Contractor shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and by Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and refinish," "to match similar," should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

3.04 APPROVED INSTALLER OR APPLICATOR

Installation by a manufacturer's approved installer or applicator is an understood part of Specifications and only approved installer or applicator is to provide on-site Work where specified manufacturer has on-going program of approving (i.e. certifying, bonding, re-warranting) installers or applicators. Newly established relationships between a manufacturer and an installer or applicator who does not have other approved applicator work in progress or completed is not approved for this Project.

3.05 MANUFACTURER'S RECOMMENDATIONS

All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of his representative, Contractor shall analyze differences, make recommendations to the District and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the District and/or the Architect.

END OF DOCUMENT

TEMPORARY FACILITIES AND CONTROLS

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;
- B. Special Conditions;
- C. Site Standards; and
- D. Construction Waste Management and Disposal.

1.02 TEMPORARY UTILITIES:

- A. Electric Power and Lighting:
 - (1) Contractor will pay for power during the course of the Work. To the extent power is available in the building(s) or on the Site, Contractor may use the District's existing utilities by making prearranged payments to the District for the utilities used by Contractor and all Subcontractors. Contractor shall be responsible for providing temporary facilities required to deliver that power service from its existing location in the building(s) or on the Site to point of intended use.
 - (2) Contractor shall verify characteristics of power available in building(s) or on the Site. Contractor shall take all actions required to make modifications where power of higher voltage or different phases of current are required. Contractor shall be fully responsible for providing that service and shall pay all costs required therefor.
 - (3) Contractor shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.
 - (4) Contractor shall be responsible for maintaining existing lighting levels in the project vicinity should temporary outages or service interruptions occur.
- B. Heat and Ventilation:

- (1) Contractor shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to improper temperature and humidity conditions. Portable heaters shall be standard units complete with controls.
- (2) Contractor shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases.
- (3) Contractor shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

C. Water:

- (1) Contractor shall pay for water used during the course of the Work. Contractor shall coordinate and pay for installation or use of water meter in compliance with local water agency requirements. To the extent water is then available in the building(s) or on the Site, Contractor may use the District's existing utilities by making prearranged payments to the District for the utilities used by Contractor and all Subcontractors. Contractor shall be responsible for providing temporary facilities required to deliver such utility service from its existing location in the building(s), on the Site, or other location approved by the local water agency, to point of intended use.
- (2) Contractor shall use backflow preventers on water lines at point of connection to District's water supply. Backflow preventers shall comply with requirements of Uniform Plumbing Code.
- (3) Contractor shall make potable water available for human consumption.

D. Sanitary Facilities:

- (1) Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the Inspector for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the Inspector or Contractor completes all other work at the Site.
- (2) Use of toilet facilities in the Work under construction shall not be permitted except by consent of the Inspector and the District.

E. Telephone Service:

- (1) Contractor shall arrange with local telephone service company for telephone service as required for the performance of the Work.

Contractor shall, at a minimum, provide in its field office one line for telephone and one line for fax machine.

- (2) Contractor shall pay the costs for telephone and fax lines installation, maintenance, service, and removal.

F. Fire Protection:

- (1) Contractor shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.
- (2) Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces.

G. Trash Removal:

- (1) Contractor shall provide trash removal on a timely basis. Under no circumstance shall Contractor use District trash service.

H. Field Office:

- (1) If Contractor chooses to provide a field office, it shall be an acceptable construction trailer that is well-lit and ventilated. The construction trailer shall be equipped with shelves, desks, filing cabinet, chairs, and such other items of equipment needed. Trailer and equipment are the property of the Contractor and must be removed from the Site upon completion of the Work. Contractor may use the corridor adjacent to the construction area for an office area, if approved in writing by District.
- (2) Contractor shall provide any additional electric lighting and power required for the trailer. Contractor shall make adequate provisions for heating and cooling as required.

I. Temporary Facilities:

- (1)

1.03 CONSTRUCTION AIDS:

A. Plant and Equipment:

- (1) Contractor shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workers. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.

- (2) Contractor shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Contractor at no expense to the District.
- B. None of the District's tools and equipment shall be used by Contractor for the performance of the Work.

1.04 BARRIERS AND ENCLOSURES:

- A. Contractor shall obtain the District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.
- B. Contractor shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises, the public, and workers. Contractor shall also protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.
- C. Contractor shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.
- D. Tree and Plant Protection:
 - (1) Contractor shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.
 - (2) Contractor shall provide barriers to a minimum height of 4'-0" around drip line of each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations, or as denoted on the Plans.
 - (3) Contractor shall not park trucks, store materials, perform Work or cross over landscaped areas. Contractor shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the District and at Contractor's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the District.
 - (4) Contractor shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Contractor's expense.

- (5) Excavation around Trees:
- (a) Excavation within drip lines of trees shall be done only where absolutely necessary and with written permission from the District.
 - (b) Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging and shall be approved by the District. Main lateral roots and taproots shall not be cut. All roots 2 inches in diameter and larger shall be tunneled under and heavily wrapped with wet burlap so as to prevent scarring or excessive drying. Smaller roots that interfere with installation of new work may be cut with prior approval by the District. Roots must first be cut with a Vermeer, or equivalent, root cutter prior to any trenching.
 - (c) Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever possible. If encountered immediately adjacent to location of new construction, roots shall be cut approximately 6 inches back from new construction.
 - (d) Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities. Do not use mechanical equipment to compact backfill. Tamp carefully using hand tools, refilling and tamping until Final Acceptance as necessary to offset settlement.
 - (e) Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be wrapped with four layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill.
 - (f) Accidentally broken roots should be sawed cleanly 3 inches behind ragged end.

1.05 SECURITY:

The Contractor shall be responsible for project security for materials, tools, equipment, supplies, and completed and partially completed Work.

1.06 TEMPORARY CONTROLS:

A. Noise Control:

- (1) Contractor acknowledges that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take

all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.

- (2) Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to the District a minimum of forty-eight (48) hours in advance of their performance.

B. Noise and Vibration:

- (1) Equipment and impact tools shall have intake and exhaust mufflers.
- (2) Contractor shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

C. Dust and Dirt:

- (1) Contractor shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.
- (2) Contractor shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.
- (3) Contractor shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.
- (4) Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

D. Water:

- (1) Contractor shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Contractor shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

E. Pollution:

- (1) No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.

- (2) Contractor shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

F. Lighting:

- (1) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

1.07 JOB SIGN(S):

A. General:

- (1) Contractor shall provide and maintain a Project identification sign with the design, text, and colors designated by the District and/or the Design Professional; locate sign as approved by the District.
- (2) Signs other than the specified Project sign and or signs required by law, for safety, or for egress, shall not be permitted, unless otherwise approved in advance by the District.

B. Materials:

- (1) Structure and Framing: Structurally sound, new or used wood or metal; wood shall be nominal 3/4-inch exterior grade plywood.
- (2) Sign Surface: Minimum 3/4-inch exterior grade plywood.
- (3) Rough Hardware: Galvanized.
- (4) Paint: Exterior quality, of type and colors selected by the District and/or the Design Professional.

C. Fabrication:

- (1) Contractor shall fabricate to provide smooth, even surface for painting.
- (2) Size: 4'-0" x 8'-0", unless otherwise indicated.
- (3) Contractor shall paint exposed surfaces of supports, framing, and surface material with exterior grade paint: one coat of primer and one coat of finish paint.
- (4) Text and Graphics: As indicated.

1.08 PUBLICITY RELEASES:

- A. Contractor shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s) without the written permission of the District.

PART 2 – PRODUCTS Not used.

PART 3 – EXECUTION Not used.

END OF DOCUMENT

CUTTING AND PATCHING

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, Inspector, Inspections, and Tests, Integration of Work, Nonconforming Work, and Correction of Work, and Uncovering Work;
- B. Special Conditions;
- C. Hazardous Materials Procedures and Requirements;
- D. Hazardous Materials Certification;
- E. Lead-Based Paint Certification;
- F. Imported Materials Certification.

1.02 CUTTING AND PATCHING:

- A. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:
 - (1) Make several parts fit together properly.
 - (2) Uncover portions of Work to provide for installation of ill-timed Work.
 - (3) Remove and replace defective Work.
 - (4) Remove and replace Work not conforming to requirements of Contract Documents.
 - (5) Remove Samples of installed Work as specified for testing.
 - (6) Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.
 - (7) Attaching new materials to existing remodeling areas – including painting (or other finishes) to match existing conditions.
- B. In addition to Contract requirements, upon written instructions from the District, Contractor shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of

installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.

- C. Contractor shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.

1.03 SUBMITTALS:

- A. Prior to any cutting or alterations that may affect the structural safety of Project, or work of others, and well in advance of executing such cutting or alterations, Contractor shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration, including the following:
 - (1) The work of the District or other trades.
 - (2) Structural value or integrity of any element of Project.
 - (3) Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.
 - (4) Efficiency, operational life, maintenance or safety of operational elements.
 - (5) Visual qualities of sight-exposed elements.
- B. Contractor's Request shall also include:
 - (1) Identification of Project.
 - (2) Description of affected Work.
 - (3) Necessity for cutting, alteration, or excavations.
 - (4) Effects of Work on District, other trades, or structural or weatherproof integrity of Project.
 - (5) Description of proposed Work:
 - (a) Scope of cutting, patching, alteration, or excavation.
 - (b) Trades that will execute Work.
 - (c) Products proposed to be used.
 - (d) Extent of refinishing to be done.
 - (6) Alternates to cutting and patching.
 - (7) Cost proposal, when applicable.

- (8) The scheduled date the Contractor intends to perform the Work and the duration of time to complete the Work.
- (9) Written permission of District or other District contractor(s) whose work will be affected.

1.04 QUALITY ASSURANCE:

- A. Contractor shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.
- B. Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.

1.05 PAYMENT FOR COSTS:

- A. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector(s), Engineers, and Agents, will be paid by Contractor and/or deducted from the Contract by the District.
- B. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Conditions. Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Contractor shall provide written cost proposals prior to proceeding with cutting and patching.

PART 2 - PRODUCTS

2.01 MATERIALS:

- A. Contractor shall provide for replacement and restoration of Work removed. Contractor shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Contractor shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.
- B. Materials to be cut and patched include those damaged by the performance of the Work.

PART 3 – EXECUTION

3.01 INSPECTION:

- A. Contractor shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Contractor shall inspect conditions affecting installation of new products.
- B. Contractor shall report unsatisfactory or questionable conditions in writing to District as indicated in the General Conditions and shall proceed with Work as indicated in the General Conditions by District.

3.02 PREPARATION:

- A. Contractor shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.
- B. Contractor shall provide devices and methods to protect other portions of Project from damage.
- C. Contractor shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Contractor shall keep excavations free from water.

3.03 ERECTION, INSTALLATION AND APPLICATION:

- A. With respect to performance, Contractor shall:
 - (1) Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.
 - (2) Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.
 - (3) Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement.
- B. Contractor shall employ original installer or fabricator to perform cutting and patching for:
 - (1) Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.
 - (2) Sight-exposed finished surfaces.
- C. Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances,

and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.

- D. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Contractor shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.
- E. Contractor shall restore Work which has been cut or removed. Contractor shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.
- F. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF DOCUMENT

CONTRACT CLOSEOUT AND FINAL CLEANING

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, Completion of Work;
- B. Special Conditions;
- C. Temporary Facilities and Controls.

1.02 CLOSEOUT PROCEDURES

Contractor shall comply with all closeout provisions as indicated in the General Conditions.

1.03 FINAL CLEANING

- A. Contractor shall execute final cleaning prior to final inspection.
- B. Contractor shall clean interior and exterior glass and all surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances, polish transparent and glossy surfaces, wax and polish new vinyl floor surfaces, vacuum carpeted and soft surfaces.
- C. Contractor shall clean equipment and fixtures to a sanitary condition.
- D. Contractor shall replace filters of operating equipment.
- E. Contractor shall clean debris from roofs, gutters, down spouts, and drainage systems.
- F. Contractor shall clean Site, sweep paved areas, and rake clean landscaped surfaces.
- G. Contractor shall remove waste and surplus materials, rubbish, and construction facilities from the Site and surrounding areas.

1.04 ADJUSTING

Contractor shall adjust operating products and equipment to ensure smooth and unhindered operation.

1.05 RECORD DOCUMENTS AND SHOP DRAWINGS

- A. Contractor shall legibly mark each item to record actual construction, including:
 - (1) Measured depths of foundation in relation to finish floor datum.
 - (2) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permit surface improvements.
 - (3) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - (4) Field changes of dimension and detail.
 - (5) Details not on original Contract Drawings
 - (6) Changes made by modification(s).
 - (7) References to related Shop Drawings and modifications.
- B. Contractor will provide one set of Record Drawings to District.
- C. Contractor shall submit all required documents to District and/or Architect prior to or with its final Application for Payment.

1.06 INSTRUCTION OF DISTRICT PERSONNEL

- A. Before final inspection, at agreed upon times, Contractor shall instruct District's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six months or by the change of season.
- C. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- D. Contractor shall prepare and insert additional data in Operation and Maintenance Manual when the need for such data becomes apparent during instruction.
- E. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

1.07 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.

- B. Contractor shall provide District with all required Operation and Maintenance Data at one time. Partial or piecemeal submissions of Operation and Maintenance Data will not be accepted.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

OPERATION AND MAINTENANCE DATA

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, Completion of the Work;
- B. Special Conditions.

1.02 QUALITY ASSURANCE:

Contractor shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.03 FORMAT:

- A. Contractor shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").
- B. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size. When multiple binders are used, Contractor shall correlate data into related consistent groupings.
- C. Cover: Contractor shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.
- D. Contractor shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.
- E. Contractor shall provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: The content shall include Manufacturer's printed data, or typewritten data on 24 pound paper.
- G. Drawings: Contractor shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

1.04 CONTENTS, EACH VOLUME:

- A. Table of Contents: Contractor shall provide title of Project; names, addresses, and telephone numbers of the Architect, any engineers, subconsultants,

Subcontractor(s), and Contractor with name of responsible parties; and schedule of products and systems, indexed to content of the volume.

- B. For Each Product or System: Contractor shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.
- C. Product Data: Contractor shall mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- D. Drawings: Contractor shall supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Contractor shall not use Project Record Documents as maintenance drawings.
- E. Text: Contractor shall include any and all information as required to supplement product data. Contractor shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- F. Warranties and Bonds: Contractor shall bind in one copy of each.

1.05 MANUAL FOR MATERIALS AND FINISHES:

- A. Building Products, Applied Materials, and Finishes: Contractor shall include product data, with catalog number, size, composition, and color and texture designations. Contractor shall provide information for re-ordering custom manufactured products.
- B. Instructions for Care and Maintenance: Contractor shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Contractor shall include product data listing applicable reference standards, chemical composition, and details of installation. Contractor shall provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: Contractor shall include all additional requirements as specified in the Specifications.
- E. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS:

- A. Each Item of Equipment and Each System: Contractor shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Contractor shall

include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.

- B. Panelboard Circuit Directories: Contractor shall provide electrical service characteristics, controls, and communications.
- C. Contractor shall include color coded wiring diagrams as installed.
- D. Operating Procedures: Contractor shall include start-up, break-in, and routine normal operating instructions and sequences. Contractor shall include regulation, control, stopping, shut-down, and emergency instructions. Contractor shall include summer, winter, and any special operating instructions.
- E. Maintenance Requirements: Contractor shall include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- F. Contractor shall provide servicing and lubrication schedule, and list of lubricants required.
- G. Contractor shall include manufacturer's printed operation and maintenance instructions.
- H. Contractor shall include sequence of operation by controls manufacturer.
- I. Contractor shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- J. Contractor shall provide control diagrams by controls manufacturer as installed.
- K. Contractor shall provide Contractor's coordination drawings, with color coded piping diagrams as installed.
- L. Contractor shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- M. Contractor shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- N. Additional Requirements: Contractor shall include all additional requirements as specified in Specification(s).
- O. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.07 SUBMITTAL:

- A. Contractor shall submit to the District for review two (2) copies of preliminary draft or proposed formats and outlines of the contents of the Manual within thirty (30) days of Contractor's start of Work.
- B. For equipment, or component parts of equipment put into service during construction and to be operated by District, Contractor shall submit draft content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.
- C. Contractor shall submit two (2) copies of a complete Manual in final form prior to final Application for Payment. Copy will be returned with Architect/Engineer comments. Contractor must revise the content of the Manual as required by District prior to District's approval of Contractor's final Application for Payment.
- D. Contractor must submit two (2) copies of revised Manual in final form within ten (10) days after final inspection.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

WARRANTIES

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, Warranty/Guarantee Information;
- B. Special Conditions.

1.02 FORMAT

- A. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size.
- B. Cover: Contractor shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project.
- C. Table of Contents: Contractor shall provide title of Project; name, address, and telephone number of Contractor and equipment supplier; and name of responsible principal. Contractor shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the product or work item is specified.
- D. Contractor shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Contractor shall list each applicable and/or responsible Subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).

1.03 PREPARATION:

- A. Contractor shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with District's permission, Contractor shall leave date of beginning of time of warranty blank until the date of completion is determined.
- B. Contractor shall verify that documents are in proper form, contain full information, and are notarized, when required.
- C. Contractor shall co-execute submittals when required.

- D. Contractor shall retain warranties until time specified for submittal.

1.04 TIME OF SUBMITTALS:

- A. For equipment or component parts of equipment put into service during construction with District's permission, Contractor shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.
- B. Contractor shall submit for District approval all warranties and related documents within ten (10) days after date of completion. Contractor must revise the warranties as required by the District prior to District's approval of Contractor's final Application for Payment.
- C. For items of work delayed beyond date of completion, Contractor shall provide an updated submittal within ten (10) days after acceptance, listing the date of acceptance as start of warranty period.

PART 2 - PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

RECORD DOCUMENTS

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, Documents on Work;
- B. Special Conditions.

PART 2 - RECORD DRAWINGS

2.01 GENERAL:

- A. As indicated in the Contract Documents, the District will provide Contractor with one set of reproducible, full size original Contract Drawings (mylars).
- B. Contractor shall maintain at each Project Site one set of marked-up plans and shall transfer all changes and information to those marked-up plans, as often as required in the Contract Documents, but in no case less than once each month. Contractor shall submit to the Project Inspector one set of reproducible vellums of the Project Record Drawings ("As-Builts") showing all changes incorporated into the Work since the preceding monthly submittal. The As-Builts shall be available at the Project Site. The Contractor shall submit reproducible vellums at the conclusion of the Project following review of the blueline prints.
- C. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.
- D. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Claim Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Contractor.
- E. Locations and changes shall be done by Contractor in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

2.02 RECORD DRAWING INFORMATION:

- A. Contractor shall record the following information:

- (1) Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.
- (2) Actual numbering of each electrical circuit to match panel schedule.
- (3) Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.
- (4) Locations of all items, not necessarily concealed, which vary from the Contract Documents.
- (5) Installed location of all cathodic protection anodes.
- (6) Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.
- (7) Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.
- (8) Sufficient information to locate Work concealed in each building with reasonable ease and accuracy.

In some instances, this information may be recorded by dimension. In other instances, it may be recorded in relation to the spaces in the building near which it was installed.

- B. Contractor shall provide additional drawings as necessary for clarification.
- C. Contractor shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."
- D. After review and approval of the marked-up specifications by the Project Inspector, Contractor shall provide electronic copies of the drawings (in PDF format) with one file with all of the sheets and one set of individual sheet files at the conclusion of the Project.

PART 3 - RECORD SPECIFICATIONS

3.01 GENERAL:

- A. Contractor shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.
- B. After review and approval of the marked-up specifications by the Project Inspector, Contractor shall provide one electronic copy of the specifications (in PDF format) at the conclusion of the Project.

PART 4 - MAINTENANCE OF RECORD DOCUMENTS

4.01 GENERAL

- A. Contractor shall store Record Documents apart from documents used for construction as follows:
 - (1) Provide files and racks for storage of Record Documents.
 - (2) Maintain Record Documents in a clean, dry, legible condition and in good order.
- B. Contractor shall not use Record Documents for construction purposes.

PART 5 – PRODUCTS Not Used.

END OF DOCUMENT



PROJECT MANUAL FOR SAN RAFAEL CITY SCHOOLS TERRA LINDA HIGH SCHOOL THEATER LIGHTING

LIONAKIS NO. 024134

100% CD Specifications

September 20, 2024

PROJECT MANUAL
FOR
SAN RAFAEL CITY SCHOOLS
TERRA LINDA HIGH SCHOOL THEATER LIGHTING

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SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Type of contract.
- B. Contract description.
- C. Contractor's use of site and premises.
- D. Work by Owner.
- E. Owner-furnished, Contractor-installed (OFICI) items.
- F. Owner's occupancy requirements.
- G. Miscellaneous requirements including environmental management and hazardous material (hazmat) requirements.
- H. Specification formats and conventions.

1.2 REFERENCES

- A. The publications listed below form a part of this Section to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Section 01 42 00 for definitions, acronyms, and abbreviations.
- B. Standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes in effect as of the date of issue of this Project Manual, unless indicated otherwise in CBC Chapter 35 and CFC Chapter 80.
- C. Referenced Standards, Manuals, and Codes:
 - 1. The Associated General Contractors of America (AGC) – Manual of Accident Prevention for Construction.
 - 2. California Code of Regulations (CCR):
 - a. Title 8, Division 1, Chapter 3.2 – California Occupational Safety and Health Regulations (Cal/OSHA).
 - b. Title 8, Division 1, Chapter 4, Sub-Chapter 4 – Construction Safety Orders.
 - c. Title 24, Part 2 – 2022 California Building Code (CBC).
 - 3. California Fire Code (CFC) – Chapter 33.
 - 4. Occupational Safety and Health Act (OSHA) of 1970.
 - 5. NFPA 10 – Standard for Portable Fire Extinguishers and Title 19 CCR Division 1, Chapter 8.
 - 6. NFPA 241 – Standard for Safeguarding Construction, Alteration, and Demolition Operations.

1.3 TYPE OF CONTRACT

- A. Project will be constructed under Single Prime Contract.

1.4 CONTRACT DESCRIPTION

- A. Project Title and Location: Terra Linda High School Theater Lighting, 320 Nova Albion Way, San Rafael, California, 94903.
- B. Owner: San Rafael City Schools, 310 Nova Albion Way, San Rafael, California, 94903.
- C. Construction Manager (CM): Greystone West Company, 621 West Spain Street, Sonoma, California, 95476.
- D. Architect: Lionakis, 2025 Nineteenth Street, Sacramento, California 95818.
- E. Work of the project includes, but is not limited to, construction of the following items:
 - 1. Provide and maintain barricades, fences and other protective devices as required by County ordinances and codes, and as required to protect the public and personnel, for the duration of construction.
 - 2. Perform all shoring, bracing and other incidental work required to complete the construction as shown.
 - 3. Extend utilities as shown or required.
 - 4. Construct new on-site improvements as shown and specified.
 - 5. Perform all other miscellaneous work as shown and specified, and as may be authorized by Owner.
- F. Regulatory Requirements for Construction Safety: Contractor shall provide and use all means necessary to ensure that physical work to be performed is within construction standards as set by CBC Chapter 33, CFC Chapter 33, NFPA 241, General Safety Orders of Title 8, California Code of Regulations, and as set by CAL-OSHA requirements, local, State and National Building, Mechanical and Electrical Codes, latest editions, and safety requirements for secondary structures.
- G. Existing Site Conditions: Contractor shall make a thorough examination of the site to determine all existing conditions affecting the Work.
- H. Use of Existing Building: Maintain existing building in a weathertight condition throughout the construction period. Repair damage caused by construction operations. Protect existing building and its occupants during construction period.
- I. Work Not Included: Except for such auxiliary work as shown or specified, or is necessary as part of the construction, the following is NOT included in this Contract:
 - 1. Any work shown but marked "Not In Contract" (NIC) or otherwise designated to be done under another Contract or by Owner.
 - 2. Items noted NIC will be furnished and installed by Owner [after completion of the Work by] [and coordinated with the Work by] Contractor.

1.5 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Vehicle access to Project site shall be held to a minimum. Vehicle access will be on one specific route approved by Owner; no exceptions will be allowed.

- B. Coordinate use of the premises under the direction of Architect and Owner.
- C. Assume full responsibility for the protection and safekeeping of materials, products, and equipment under this Contract, stored on the site.
- D. Move any stored materials, products, and equipment under Contractor's control which interfere with the operations of Owner or a separate contractor.
- E. Obtain and pay for the use of additional storage or work areas needed for Contractor's operations.
- F. Contractor shall be aware of and abide by the Marin County and local Noise Ordinance and Owner's noise prevention requirements. Contractor to verify Owner's requirements.

1.6 WORK BY OWNER

- A. Owner will award a separate contract for abatement of [asbestos containing materials], [and] [lead-based paint], [and PCB] in the existing building.
- B. Owner-Furnished Owner-Installed (OFOI) Work: Following items will be furnished and installed by Owner:
 - 1.
- C. Owner will remove and retain possession of the following items prior to start of the Work:
 - 1.
- D. Contractor will remove and Owner will take possession of the following items prior to start of the Work:
 - 1.
- E. Preceding Work: Owner will perform the following construction operations at Project site. Those operations are scheduled to be substantially complete before work under this Contract begins:
 - 1.
- F. Concurrent Work: Owner will perform the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract:
 - 1.
- G. Subsequent Work: Owner will perform the following additional work at site after Substantial Completion. Completion of that work will depend on successful completion of preparatory work under this Contract:
 - 1.

1.7 OWNER-FURNISHED AND CONTRACTOR-INSTALLED (OFCI) ITEMS

- A. Owner-Furnished and Contractor-Installed (OFCI) Items: As listed below:
 - 1. Owner-Furnished Items:
- B. Owner's Responsibilities:
 - 1. Owner will furnish products indicated. Owner will arrange and pay for delivery of Owner-furnished items to Project site according to approved Construction Schedule.

2. Owner will arrange for and deliver **Owner-reviewed Shop Drawings**, Product Data, and Samples to Contractor.
3. After delivery, Owner will inspect delivered items for damage, jointly with Contractor.
4. If Owner-furnished items are damaged during transportation and delivery or found deficient, Owner will replace damaged, defective or deficient items.
5. Owner will arrange for manufacturers' warranties, inspections, and field service.

C. Contractor's Responsibilities:

1. Contractor is responsible for receiving, unloading, and handling Owner-furnished items at Project site.
2. Contractor is responsible for protecting Owner-furnished items from damage during storage and handling, including damage from exposure to the elements.
3. Contractor shall review **Shop Drawings**, Product Data, and Samples, and notify **[Architect] [and] [Owner]** of any discrepancies or problems associated with Owner-furnished items.
4. **Contractor shall prepare Shop Drawings, and review Product Data, and Samples, and notify [Architect] [and] [Owner] of any discrepancies or problems associated with Owner-furnished items.**
5. Contractor shall install and incorporate Owner-furnished items into the Work, as indicated and as required. **[Work includes providing support systems to receive Owner's equipment and making plumbing, mechanical, and electrical connections.] [Work includes providing miscellaneous work items associated with installation of Owner-furnished items.]**
6. Contractor shall repair or replace Owner-furnished items damaged by Contractor's operations, as approved by Owner in writing.
7. **Contractor shall furnish and install fasteners and other accessories, as required for complete installation of Owner-furnished items.**

1.8 OWNER'S OCCUPANCY REQUIREMENTS

- A. **Full Owner Occupancy:** Owner will occupy the Project site, with the exception of areas under construction, and **[adjacent] [existing]** building[s] and facilities, during the entire construction period to conduct normal operations.
- B. **Partial Owner Occupancy:** Owner will occupy the premises during entire construction period, with the exception of areas under construction.
- C. Cooperate with Owner to minimize conflicts, and to facilitate Owner's operations.
- D. Verify occupancy requirements with Owner, and schedule the Work to accommodate Owner's requirements.
- E. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
- F. Provide not less than five days' notice to Owner of activities that will affect Owner's operations.

1.9 ENVIRONMENTAL MANAGEMENT

- A. Spills: Contractor shall clean up all fluid spills caused by leaks in the equipment or generated while Contractor is performing the work under this Contract. Contractor shall provide drip catch pans for all equipment that drips or leaks oils or other fluids. Spills generated by Contractor's operation shall be cleaned up by Contractor at no cost to Owner.
- B. Dust and Noise Control:
 - 1. Precaution shall be exercised at all times to control dust and excessive noise created as a result of any operations during the construction period.
 - 2. If serious problems and/or complaints arise due to airborne dust and excessive noise, and when directed by Architect and Owner's Representative, operations causing such problems shall be temporarily discontinued until a suitable remedy is established. The remedy shall be approved by Architect before implementation, and shall be considered part of Contractor's normal effort to maintain safety and cleanliness without cause for further payment.

1.10 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture Protection Plan:
 - 1. Avoid trapping water in finished work. Document visible signs that may appear during construction.
- B. Exposed Construction Phase:
 - 1. Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect materials from water damage and keep porous and organic materials from coming into prolonged contact with concrete.
- C. Partially Enclosed Construction Phase:
 - 1. After installation of weather barriers but before full enclosure and conditioning of the building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - a. Do not load or install gypsum board or other porous materials or components, or items with high organic content, into partially enclosed building.
 - b. Keep interior spaces reasonably clean and protected from water damage.
 - c. Discard or replace water-damaged and wet materials.
 - d. Discard, replace, or clean stored or installed material that begins to grow mold.
 - e. Perform work in a sequence that allows any wet materials adequate time to dry before enclosing the material with gypsum board or other interior finishes.

1.11 HAZARDOUS MATERIAL (HAZMAT) – REQUIREMENTS, IDENTIFICATION AND PROCEDURES

- A. Existing conditions and Work to be accomplished under this Contract do not deal with the possible or actual existence of hazardous materials (Hazmat), such as asbestos-containing materials, lead-based paint, PCBs, etc.

- B. If there is a possibility of disturbing or contacting surfaces or materials containing hazardous materials (Hazmat) during execution of Work under this Contract, Contractor shall suspend Work in that area, immediately inform Owner and Architect, and follow directions and Hazmat-related procedures provided by Owner.

1.12 MATERIALS AND WORKMANSHIP

- A. Except as otherwise specified all materials and equipment incorporated in the Work under the Contract shall be new. All workmanship shall be first-class and by persons qualified in the respective trades.

1.13 ACCIDENT PREVENTION AND PROTECTION OF LIVES AND HEALTH

- A. Precaution shall be exercised at all times for protection of all personnel and occupants, including employees of Contractor and Owner, and property.
- B. The California Department of Industrial Relations, Division of Occupational Safety and Health (DOSH, also known as Cal/OSHA) requirements for safety and health protection of workers and public apply. Other requirements not covered by Cal/OSHA, shall be in accordance with U.S. Department of Labor, Occupational Safety and Health Administration (OSHA) requirements.
- C. Comply with safety requirements of California Code of Regulations, Title 8, Division 1, Chapter 4, "Division of Industrial Safety," and Title 8, Division 1, Chapter 3.2, "Cal/OSHA Regulations"; California Code of Regulations, Title 24, California Building Code; and other applicable building and construction codes. Machinery, equipment, openings, power lines, and all other safety hazards shall be guarded or eliminated in accordance with safety requirements of Title 8, and Manual of Accident Prevention in Construction published by the Associated General Contractors of America.

1.14 UTILITIES

- A. Excavation at the project site requires a call to Underground Service Alert North (USA North), 800-227-2600.
 - 1. Contractor shall call USA North at least seven days prior to commencing excavation work. Obtain a ticket number and confirm service date for marking underground facilities (utilities).
 - 2. Prior to placing the call, Contractor shall mark the outline of excavation with chalk, paint, or stakes, to enable representatives (locators) of USA North members to map the area for existing underground facilities (utilities).
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
 - 1. Notify [Construction Manager] [Owner] not less than five days in advance of proposed utility interruptions.
 - 2. Obtain [Construction Manager's] [Owner's] written permission before proceeding with utility interruptions.
- C. Provide necessary protection to existing utility services and repair work damaged as a result of operations under this Contract.

1.15 PROTECTION OF EXISTING FACILITIES

- A. Contractor shall take appropriate measures to prevent damage to existing facilities, site work, landscaping, and adjoining property. Should damage occur, such facilities, site work, landscaping, and property shall be restored to original condition, at no cost to Owner.
 - 1. Contractor shall arrange for protection of existing buildings at all times. Contractor shall furnish, install, and maintain, necessary barricades, temporary coverings, etc., as required for protection, and remove them at completion of the Work. When all Work is complete, damaged areas of the premises shall be restored to original undamaged condition that existed prior to installation of temporary protection.
- B. Housekeeping: The premises shall be kept in a clean, safe condition at all times. Rubbish shall be removed as fast as it accumulates.
- C. Burning: Burning of refuse, debris, and construction waste at Project site will not be permitted.

1.16 OVERLOADING

- A. Contractor shall not overload any part or parts of structures beyond their safe calculated carrying capacities by placing materials, equipment, tools, machinery or any other item thereon. No loads shall be placed on floors or roofs before they have attained their permanent and safe strength.

1.17 MANUFACTURER'S INSTRUCTIONS

- A. Where required in the Specifications that materials, products, equipment, and processes be installed or applied in accordance with manufacturer's instructions, directions, or specifications, or stated in words to that effect, it shall be construed to mean that said installation or application shall be in strict accordance with printed instructions furnished by manufacturer of the specified item and is suitable for use under conditions similar to those at the jobsite. Three copies of such instructions shall be included in the applicable submittal and furnished to Architect for review. Obtain Architect's acceptance prior to commencement of the Work.

1.18 RESPONSIBILITY FOR THEFT AND DAMAGE

- A. Owner will not be responsible for the loss or theft of Contractor's tools, equipment and materials.

1.19 FIRE PROTECTION

- A. Contractor shall at all times maintain good housekeeping practices to reduce the risk of fire and water damage. All scrap materials, rubbish and trash shall be removed daily from jobsite, inside and around the buildings or structures, as applicable, and shall not be scattered on adjacent property.
- B. Suitable storage space shall be provided outside immediate building areas during construction for temporary storage of flammable materials and paints, as required by CFC Chapter 33 and NFPA 241. Excess flammable liquids being used inside the building shall be kept in closed metal containers and be removed from the building during unused periods.

- C. Contractor shall provide temporary fire extinguishers during construction in accordance with the recommendations of CBC Chapter 33, CFC Chapter 33, and NFPA Bulletins Nos. 10 and 241, and Title 19 CCR Division 1, Chapter 8. However, in all cases a minimum of one fire extinguisher shall be available for use.
- D. Under provisions of CFC Chapter 33 and Chapter 35, provide a fire extinguisher at each location where cutting, soldering, or welding is being performed. Where electric or gas welding or cutting work is done, interposed shields of noncombustible material shall be used to protect against fire damage due to sparks and hot metal. When temporary heating devices are used, a watchman shall be present to cover periods when other workmen are not on the premises.

1.20 EMERGENCY CONDITIONS

- A. Emergency condition shall be any condition at the Project site which has the actual or potential for significant adverse effects to persons or property, whether or not resulting from Contractor's operations.
- B. Immediate action shall be taken by Contractor by whatever means necessary to alleviate the condition and to prevent damage or injury to persons or property. Architect, along with Owner, as appropriate, shall be notified of the existence of such a condition, but shall not be called upon to perform emergency service.
- C. Owner may not respond to the emergency condition, which shall not be used as an excuse by Contractor to neglect immediate action; Owner will not be responsible or liable for any resulting conditions. Absence of Contractor's Representative during emergency conditions at jobsite shall not relieve Contractor from contractual responsibility of providing an immediate response to the situation, for restoration of conditions to normalcy.
- D. If the emergency conditions are not caused by Contractor's fault or neglect, the Contract Sum shall be adjusted to reflect the actual direct field costs of labor and materials to perform and complete emergency measures.
- E. The Contract Time shall also be adjusted to reflect the actual direct effect of such actions to the then critical path of the Construction Progress Schedule. The foregoing notwithstanding, adjustments of the Contract Sum or the Contract Time for actions taken by Contractor in response to emergency circumstances shall be subject to Contractor's strict compliance with all other applicable provisions of the Contract Documents relating to notices and time for delivery of notices.

1.21 MONITORING AND SUPERVISION OF CONTRACTOR'S CONTACT WITH STUDENTS

- A. School will be in session at the Terra Linda High School site during the construction period. The District policy requires that contact between students and Contractor, including Contractor's employees and subcontractors, to be monitored and supervised in accordance with California Education Code, Section 45125.2, to ensure the safety of all students.
- B. The District has determined that continual supervision and monitoring of employees and subcontractors of Contractor by an employee of Contractor, who has not been convicted of a violent or serious felony, as ascertained by the Department of Justice, will be required. Refer to California Education Code, Section 45125.2, subdivision (a), paragraph (2).
 - 1. Fingerprinting requirements for the supervising employee shall conform to California Education Code, Section 45125.1, subdivision (a).

C. Compliance with California Education Code, Section 45125.2 shall be the responsibility of Contractor. All costs and fees for compliance shall be included in the Contract Sum.

1.22 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and numbering system of CSI "MasterFormat, 2004 Edition.
- B. Division 01 Sections govern the execution of the Work of all Sections in the Specifications. Contractor shall ensure that all subcontractors, sub-subcontractors, and suppliers are aware of and comply with the provisions of Division 01.
- C. Specifications Conventions: Singular words shall be interpreted as plural and plural words shall be interpreted as singular, where applicable, as the context of the Contract Documents indicates.
- D. These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Schedule of Values.
- B. Application for Payment.
- C. Changes in the Work.
- D. Defect Assessment.

1.2 RELATED SECTIONS

- A. Section 01 60 00 – Product Requirements: Product substitutions.

1.3 SCHEDULE OF VALUES

- A. Submit two copies of Schedule of Values within fifteen days after date of Owner-Contractor Agreement and revise as required for acceptance by Owner and Architect.
- B. Format:
 - 1. AIA Form G702 – Application and Certificate for Payment.
 - 2. AIA Form G703 – Application and Certificate for Payment Continuation Sheet or Contractor's form/electronic media output acceptable to Owner and Architect.
 - 3. Itemize work items in accordance with the Table of Contents of this Project Manual. Identify each line item with number and title of the major specification Section.
 - 4. Include within each line item, a direct proportional amount of Contractor's overhead and profit.
- C. Change Orders: Amend Schedule of Values to include approved Change Orders with each Application for Payment as specified in this Section.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit three copies of each application on AIA Form G702 – Application and Certificate for Payment.
- B. Include Continuation Sheet with accepted Schedule of Values in each Application for Payment.
- C. Substantiating Data: When Architect requires substantiating information, promptly submit data justifying dollar amounts in question.
- D. Each application for Payment shall be reviewed and signed by Project Inspector before it is forwarded to Architect.
- E. Submit updated construction schedule with each Application for Payment.

1.5 CHANGES IN THE WORK

- A. Minor Changes in the Work: Architect will advise of minor changes in the Work not involving an adjustment to the Contract Sum or Contract Time as authorized by AIA A201, 2017 Edition, Article 7.4 by issuing Architect's Supplemental Instructions.
- B. Change Orders:
1. Proposal Request: Architect may issue a Proposal Request which includes a detailed description of a proposed change with supplementary or revised Drawings and specifications. Within seven days from receipt of Proposal Request, Contractor shall prepare and submit a Change Order Proposal. If Contractor fails or refuses to submit a Change Order Proposal within seven days, Architect shall issue a Construction Change Directive.
 2. Change Order Proposal: Contractor may propose changes by submitting a Change Order Proposal describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change and the effect on the Contract Sum and Contract Time with full documentation and a statement describing the effect on Work by separate or other contractors. Document any requested substitutions in accordance with Section 01 60 00.
 3. Types of Change Orders:
 - a. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's price quotation or Contractor's request for a Change Order as approved by Architect and Owner.
 - b. Unit Price Change Order: Based on pre-determined unit prices and authorized quantities.
 - c. Time and Material Change Order: Itemized account and supporting data required for evaluation of proposed changes, and to substantiate costs for changes in the Work, in accordance with the General Conditions and as specified in this Section.
 4. Change Order Forms: Architect shall issue a Change Order in forms signed by Owner, Architect, and Contractor. Whether or not noted on the executed form of Change Order, all Change Orders approved by Owner are deemed to include and incorporate the following provision:

"The adjustment of the Contract Sum and the Contract Time for the changes noted in a Change Order (the "Changes") represents the full and complete adjustment of the Contract Sum and the Contract Time due Contractor for providing and completing such Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and/or services; (ii) all general and administrative costs (including without limitation, home office, field office and Site General Conditions costs) and profit; and (iii) all impacts, delays, disruptions, interferences or hindrances in providing and completing the Changes. Contractor waives all rights for any other adjustment of the Contract Sum or the Contract Time on account of a Change Order or the performance and completion of the Changes."
- C. Construction Change Directive: Architect may issue a directive, on AIA Form G714 Construction Change Directive signed by Owner, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work and designate method of determining any change in Contract Sum or Contract Time. Promptly execute the change.

1.6 DOCUMENTATION OF CHANGE IN CONTRACT SUM AND CONTRACT TIME

- A. Maintain detailed records of work done on a time and material basis. Provide full information required for evaluation of proposed changes and to substantiate costs of changes in the work. Refer to General Conditions and Supplementary Conditions for additional requirements and information regarding Change Orders.
- B. Document each quotation for change in cost or time with sufficient data to allow evaluation of the quotation.
 - 1. Quantities of products, labor and equipment.
 - 2. Taxes, insurance and bonds.
 - 3. Overhead and profit.
 - 4. Justification of any change in the Contract Time.
 - 5. Credit for deletions from the Contract, similarly documented.
- C. Support each request for additional costs and for work done on a time and material basis, with additional information:
 - 1. Origin and date of request.
 - 2. Dates and date of request.
 - 3. Time records and wage rates paid.
 - 4. Invoices and receipts for products, equipment and subcontracts, similarly documented.
- D. Allowable Change Order mark-up for overhead, profit, bond and insurance shall be in accordance with the General Conditions and Supplementary Conditions.
- E. All work performed on a time and material basis shall be coordinated with the Project Inspector for the purpose of verifying labor manpower and hours expended on the work.
 - 1. Contractor shall provide the Project Inspector with a breakdown of hours for each wage rate involved at the end of each working day for verification and sign-off.

1.7 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly amend Schedule of Values and Application for Payment forms to record each approved Change Order as a separate line item and adjust the Contract Sum as shown on the Change Order.
- B. Promptly revise progress schedules to reflect any change in the Contract Time, revise subschedules to adjust times for other items of work affected by the change and resubmit.
- C. Promptly enter changes in Project Record Documents.

1.8 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Architect, it is not practical to remove and replace the Work, the Architect will direct appropriate remedy or adjust payment.
- C. Authority of Architect to assess defects and identify payment adjustments, is final.

- D. Non-Payment for Rejected Products: Payment will not be made for rejected products for any of the following:
1. Products wasted or disposed of in a manner that is not acceptable.
 2. Products determined as unacceptable before or after placement.
 3. Products not completely unloaded from transporting vehicle.
 4. Products placed beyond lines and levels of required Work.
 5. Products remaining on hand after completion of the Work.
 6. Loading, hauling, and disposing of rejected products.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination of construction operations.
- B. Preconstruction conference.
- C. Progress meetings.
- D. Preinstallation conferences.

1.2 RELATED SECTIONS

- A. Section 01 70 00 – Execution and Closeout Requirements.

1.3 COORDINATION

- A. Coordinate scheduling, submittals and Work of various Sections of the Contract Documents to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. In the event of discrepancy, immediately notify Architect. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
- C. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing operating equipment in service.
- D. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for installation of other Work, maintenance work, and repair work.
- E. Do not use spray paint or indelible ink markers for layout on concrete floor slabs scheduled to receive vinyl, linoleum, or rubber flooring.
- F. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- G. Coordinate completion and cleanup of Work of separate Sections in preparation for Final Completion.
- H. After beneficial occupancy of premises by Owner, coordinate access to site for correction of defective Work and Work not complying with the Contract Documents, and to minimize disruption of Owner's activities.

1.4 PRECONSTRUCTION CONFERENCE

- A. Owner shall contact Contractor within five working days after receipt of a fully executed contract to schedule a preconstruction conference (job-start meeting) to review procedures, work sequences, and tentative scheduling. Contractor shall commence work only after receiving a "Notice to Proceed" which will include a date, time and amount of liquidated damage charges per day if the project is not completed in time as scheduled. Contractor shall not proceed with any work on the project site without a job-start meeting and a copy of the "Notice to Proceed" letter.
- B. Attendance Required: Owner, Architect, Contractor, and major subcontractors.
- C. Agenda:
 - 1. Distribution of the Contract Documents.
 - 2. Designation of personnel representing the parties in the Contract, including responsibilities of each party.
 - 3. Channels of communication.
 - 4. Emergency contact information.
 - 5. Submission of list of products, Schedule of Values, and Progress Schedule.
 - 6. Labor rates.
 - 7. Procedures and processing of field decisions, requests for information, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
 - 8. Scheduling.
 - 9. Use of premises by Owner and Contractor.
 - 10. Owner's requirements.
 - 11. Security and housekeeping procedures.
 - 12. Procedures for maintaining record documents.
 - 13. Requirements for start-up of equipment.
 - 14. Inspection and acceptance of equipment placed into service during construction period.
 - 15. Hazardous material information.
- D. Record minutes and distribute copies within two days after conference to participants, with copies to Owner, Architect, **Project Inspector**, and those affected by decisions made.

1.5 PROGRESS MEETINGS

- A. Contractor shall schedule and administer meetings throughout progress of the Work at a maximum of bimonthly intervals.
- B. Contractor shall make arrangements for meetings, prepare agenda with copies for participants, preside at meetings; record minutes and distribute copies within two days after meeting to Owner, Architect, **Project Inspector**, other participants, and those affected by decisions made.
- C. Attendance Required: Job Superintendent, Owner, Architect, major subcontractors and suppliers, as appropriate to agenda topics for each meeting.

D. Agenda:

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems and solutions.
4. Pre-installation conferences.
5. Identification of problems impeding planned progress.
6. Review of submittals schedule and status of submittals.
7. Review of off-site fabrication and delivery schedules.
8. Maintenance of Progress Schedule.
9. Corrective measures to maintain projected schedules.
10. Planned Work progress during each succeeding Work period.
11. Coordination of projected progress.
12. Maintenance of quality and work standards.
13. Construction progress documentation.
14. Effect of proposed changes on Progress Schedule and coordination work.
15. Other Work related items.

1.6 PREINSTALLATION CONFERENCES

- A. When required in individual specification Section or when required for proper coordination and execution of the Work, convene a pre-installation conference at work site prior to commencing work of the Section.
- B. Require attendance of parties directly affecting, or affected by, work of the specific Section.
- C. Contractor shall coordinate the meeting date with required attendees.
- D. Contractor shall prepare agenda, preside at conference, record minutes, and distribute copies within two days after conference to participants, Owner, [and] Architect [and] [Project Inspector].
- E. Review conditions of installation, preparation and installation procedures and coordination with related work.

1.7 UTILITIES AND IRRIGATION LINES

- A. Send proper notices, make necessary arrangements, perform other services required in construction, care, and maintenance of all existing utilities and irrigation lines, and assume all responsibility concerning the same. Provide necessary protection to existing utility services and irrigation lines, and repair any work damaged as a result of operations of the Contract.

1.8 COMPLIANCE WITH CODE OF REGULATIONS

- A. All work and materials on this project shall be in compliance with the rules and regulations as set forth in the Title 24, California Code of Regulations (CCR) Parts 1 – 6, 9, 11, and 12, a copy of which shall be kept continuously at the site of the Work until completion and final acceptance.

1.9 PROJECT COORDINATION

- A. If, because of the non-related sizes of various materials and locations of existing utilities and conditions, etc., it is not possible to accomplish the Work as shown, Contractor shall meet with Architect at the site to determine the most satisfactory arrangement. Contractor shall establish lines and grades for all trades.

1.10 INTEGRATING EXISTING WORK

- A. All adjoining existing Work shall be protected from damage of any type due to or by Contractor's operations, equipment, and workers during the Contract period.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Contractor's construction progress schedules.
- C. Shop drawings.
- D. Proposed products list.
- E. Product data.
- F. Samples.
- G. Design Data.
- H. Test Reports.
- I. Manufacturers' instructions.
- J. Manufacturer's field reports.
- K. Manufacturers' certificates.

1.2 RELATED SECTIONS

- A. Section 01 60 00 – Product Requirements: Substitutions.
- B. Section 01 70 00 – Execution and Closeout Requirements; for Contract warranties and manufacturer's certificates closeout submittals.

1.3 SUBMITTAL PROCEDURES

A. Electronic File Availability:

- 1. Architect's electronic drawing files for this project will be available to Contractor upon written request. The request shall include the drawing sheet number of each drawing being requested. Architect shall respond to the written request using the Delivery of Electronic Files Agreement Form attached at the end of this Section. Contractor shall sign and date the form and return it to Architect prior to the electronic files being delivered to Contractor.
 - a. Electronic drawing files developed by Architect's Consultants for this project may be available under separate agreement with each consultant. Refer to the directory on the Title/Cover Drawing Sheet for listing of consultant information.
- 2. Architect's Building Information Model (BIM) for this project will be available to Contractor upon written request. Architect shall respond to the written request using the Delivery of BIM Model Agreement Form attached at the end of this Section. Contractor shall sign and date the form, return it to Architect prior to the BIM files being delivered to Contractor.

- B. All submittals shall be provided in electronic format using software acceptable to Architect.

- C. Transmit each submittal with a Submittal Form acceptable to Architect. Limit each transmittal to a single submittal item or series of related items.
- D. Sequentially number the transmittal forms. Resubmittals shall retain original number with an alphabetic suffix.
- E. Identify Project, Contractor, Subcontractor or Supplier; pertinent Drawing sheet and detail number(s), and Specification Section number, as appropriate.
- F. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and the Contract Documents.
- G. Schedule submittals in accordance with construction to expedite the Project, and deliver to Architect at business address. Coordinate submission of related items.
- H. Unless otherwise agreed upon in advance, all submittals required within any one specification Section shall be submitted at the same time, in a single package.
- I. Identify variations from the Contract Documents and product or system limitations which may be detrimental to successful performance of the completed Work.
- J. Revise and resubmit submittals as required, identify all changes made since previous submittal; re-submit within such time as necessary to avoid delay to the Work of the re-submitted item, related Work, and the Project.
- K. Acceptance of submittals by Architect is general in nature and shall not relieve Contractor from responsibility for proper fitting and construction of work, nor from furnishing products, materials, and work required by Contract which may not be indicated on submittals.
- L. No portion of Work requiring submittals shall be commenced until submittal has been reviewed and accepted by Architect. All such portions of Work shall be in accordance with accepted submittals.
- M. Distribute copies of Architect reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- N. Submit requests for substitution under provisions of Section 01 60 00.

1.4 **CONTRACTOR'S CONSTRUCTION PROGRESS SCHEDULE**

- A. Within thirty days after the Notice to Proceed submit a fully developed, Contractor's Construction Progress Schedule which meets the following minimum criteria:
 - 1. Submit a computer-generated schedule generated using Primavera P6 or equivalent CPM scheduling software product, with a separate timeline for each significant construction activity.
 - a. Equivalency of a proposed substitute CPM scheduling software product shall be determined by the Architect at their sole discretion at Contractor's request.
 - 2. Critical Path Management (CPM) Network Definition: CPM network is a graphic description of the construction plan, showing the sequential steps needed to reach the completion of the Work. It shall depict events and tasks, and their interrelationships, and shall recognize the progress that must be made in one task before subsequent tasks can begin. The CPM network shall be comprehensive and shall include all interdependencies and interactions required to perform the Work of the Project. The only activity in the

schedule that will not have a predecessor is the Project Start or Notice to Proceed Milestone. The only activity in the schedule that will not have a successor is the Project Completion Milestone. All other activities in the schedule shall have predecessor and successor logic ties.

3. Prepare the schedule on a sheet, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period. Contractor shall also submit an electronic copy of the data used to produce hard copy submittals. The electronic schedule files shall be in Primavera P6 compatible format, unless an equivalent CPM scheduling software product has been accepted by Architect. A PDF file Format is not considered an electronic copy of the schedule submittal.
 4. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically sequences necessary for completion of related portions of the Work. Indicate early/late start, early/late finish, float dates and duration.
 5. Coordinate Contractor's Construction Progress Schedule with the schedule of values, list of subcontracts, submittal schedule, progress reports, payment requests and other schedules. Indicate submittal dates on the schedule for shop drawings, product data, samples, and product delivery dates.
 6. Schedule shall allow time for Project closeout procedures.
 7. Indicate Final Completion date on Progress Schedule.
 - a. Construction Progress Schedule Final Completion date shall be the same as contractual completion date. If dates differ, Construction Progress Schedule will be returned without review.
- B. Work Stages: Indicate important stages of construction for each major portion of the Work, including testing and installation.
- C. In the event the contractor submits a viable, contractually compliant construction schedule which indicates project completion at a date earlier than the contractually provided contract duration, the acceptance of such a schedule will not change the contract time. In such an event, a schedule activity entitled "project float", of a duration equal to the difference between the proposed construction duration and the contract duration, will be added to the schedule. All project float is a project resource for the Contractor and the Owner, and is not for the exclusive use of either party.
- D. Area Separations: Provide a separate time bar to identify each major construction area for each major portion of the Work. Indicate where each element in an area shall be sequenced or integrated with other activities.
- E. Cost Correlation: At the head of the Schedule, provide a two item cost correlation line, indicating "precalculated" and "actual" costs. On the line show dollar-volume of Work performed as of the dates used for preparation of payment requests.
- F. Initial Schedule will be reviewed by Architect and Owner solely to ensure compliance with the Contract Documents. Architect's response to Contractor will indicate acceptance if the Schedule complies with the Contract Documents, or non-acceptance if it does not comply with the Contract Documents.
- G. Distribution: After Architect's review of entire Construction Progress Schedule, print and distribute copies to Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and **temporary field office**.

1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

H. Revisions to the Construction Progress Schedule shall be as follows:

1. Contractor shall not revise the contractual completion date without an executed Change Order.
2. All revisions shall accurately reflect the Record Schedule as of date of revision.
3. Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the revised schedule concurrently with the minutes of each meeting. A combined three week Look-Ahead Schedule with a one week Record Schedule for the previous week shall be submitted by Contractor to Owner and Architect for review at each progress meeting. The Contractor shall status the schedule on a weekly basis. This Look-Ahead Schedule shall be derived from this weekly statusing. The cumulative status of the Look-Ahead schedules shall be the basis for the Monthly Update submittal. In no event shall the Contractor utilize a separate schedule for generation and maintenance of the Look-Ahead schedules. If the superintendent's and revised Baseline Schedule schedule's logic deviate significantly, a reconciliation of the two schedules shall be required.
4. Revise the Schedule at the time of each Application for Payment, and clearly identify changes from the previous version. Submit the revised Schedule with the Applications for Payment. Payments are conditional upon Contractor providing the updated schedule.

I. Commissioning is a critical element to the overall project's Quality Assurance and Sustainability. Commissioning is not merely start up and testing. Contractor shall coordinate with the Owner's Representative, Design Team and Commissioning Agent (CxA) to ascertain the individual systems that are included in the commissioning program. The systems to be commissioned and the level of testing shall be indicated in the Specifications. Contractor shall complete the WORK of the commissioned systems and perform start-up and functional testing to test and debug the system. The results of this functional testing will commonly identify issues that require correction. Contractor shall correct and complete the functional testing and afterward document the system is complete and operational to Owner. Contractor shall then perform the functional testing again in the presence of Owner who will independently verify and document the systems function correctly. The final commissioning functional testing should not result in system deficiencies because Contractor has already QC'd the system himself. Therefore, an activity for the final commissioning functional testing will be included in the schedule and it shall be a predecessor to the punch list activity. The logic chains of all activities for the systems that will be included in the commissioning program will be logically tied to the final commissioning functional testing activity. At a minimum this activity will have a duration of two weeks or ten workdays. Pre-functional testing of all systems included in the commissioning program shall be accomplished prior to the final commissioning function testing by Owner or their CxA. Contractor shall coordinate with Owner's Representative so that all pre-functional testing can be observed.

J. No more than twenty percent of the total number of activities shown on the schedule shall be critical or near critical. Near critical is defined as float less than ten days.

K. **Note: The XXXX in the link below is the last four digits of the WRCC town number designation. To get to the town, use this link first: <http://www.wrcc.dri.edu/Climsum.html>, then click on state at color map, then click on town on left hand side.** Include a critical path activity titled "Remaining Inclement Weather Days" on the Initial Contract Schedule. This activity shall have an initial duration equal to the number of days shown in the West Regional Climate Center website: <https://wrcc.dri.edu/cgi-bin/cliMAIN.pl?caXXXX>; on the left side scroll down to "General Climate Summary Tables",

then click on "Precipitation". The inclement weather days with 0.10 inch of precipitation or greater are the average number of monthly inclement weather days normally experienced within the region, and are non-compensable. The total number of days used for the initial duration shall be equal to the contract time indicated in the Contract Documents and the specific months of construction. It shall be the last activity in the schedule prior to the activity titled "Contract Completion". All predecessor activities must pass through the Inclement Weather Days activity. Contractor shall apply to Architect to use an Inclement Weather Day when a critical path activity has been delayed because of inclement weather. This application shall occur in the same month as the inclement weather delay. The Remaining Inclement Weather Days activity shall not be statused with an actual start or finish date, or percentage of completion. Rather, it is a graphical accounting tool where the original duration shall be reduced by the agreed to weather impact. Inclement Weather Delays to non-critical activities will not be considered. Inclement Weather Days with actual daily rainfall less than 0.10 inch will not be considered. If, at Completion, there are inclement weather days still remaining, the Completion date shall not be adjusted. If, at completion, additional inclement weather days are required, Owner shall adjust the Completion date accordingly. Any time extension granted to Contractor due to inclement weather delays shall be in the form of non-compensable days.

Delete at Interior-only projects

- L. As a condition precedent to final acceptance of the Project, submit a final Record Construction Schedule and all final reports which accurately reflect the manner in which the Project was constructed and includes actual start and completion dates for all work activities on the Baseline Schedule.

1.5 SHOP DRAWINGS

- A. Shop Drawings: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Shop drawings that are copies of the Contract Document drawings are not allowed.
- C. Provide shop drawings to scale showing all details of proposed construction. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. When required by individual specification Sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.
 - 1. Include signed and sealed calculations to support design.
 - 2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
 - 3. Make revisions and provide additional information when required by authorities having jurisdiction.
- E. Submit shop drawings in electronic format.
 - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
- F. After review and acceptance by Architect, Contractor shall distribute in accordance with Article 1.3 above and provide copies for Record Documents described in Section 01 70 00.

1.6 PROPOSED PRODUCTS LIST

- A. Within fifteen days after the date of the Owner-Contractor Agreement, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.7 PRODUCT DATA

- A. Product Data: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit product data as required by individual Specification Sections.
- C. Submit product data in electronic format.
 - 1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
 - 2. Name file with submittal number or other unique identifier, including revision identifier.
- D. Mark each submittal to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- E. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- F. After review and acceptance by Architect, Contractor shall distribute in accordance with Article 1.3 above and provide copies for Record Documents described in Section 01 70 00.
- G. Maintain a copy of all Material and Safety Data Sheets (MSDS) at the jobsite at all times, and be ready to furnish MSDS upon request or have ready access to MSDS in emergencies.

1.8 SAMPLES

- A. Samples: Submit to Architect for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.
- B. Submit samples to illustrate functional and aesthetic characteristics of products, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- C. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect's selection.
- D. Include identification on each sample, with complete product information.
- E. Submit the number of samples specified in individual specification Sections plus one additional sample which will be retained by Architect. Provide a minimum of two samples.
- F. Reviewed samples which may be used in the Work are indicated in individual specification Sections.
- G. Samples will not be used for testing purposes unless specifically stated in specification Section.

1.9 DESIGN DATA

- A. Submit for Architect's knowledge as contract administrator or for Owner.
- B. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.10 TEST REPORTS

- A. Submit for Architect's knowledge as contract administrator or for Owner.
- B. Submit test reports for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.11 MANUFACTURER'S INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, adjusting, and finishing, in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- C. Identify conflicts between manufacturers' instructions and the Contract Documents.

1.12 MANUFACTURER'S FIELD REPORTS

- A. Submit reports for Architect's benefit as contract administrator or for Owner.
- B. Submit report within three days of observation to Architect for information.
- C. Submit for information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

1.13 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturers' certificate to Architect for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits and certifications, as appropriate.
- C. Certificates may be based on recent or previous test results of materials or products, and shall be acceptable to Architect.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

DELIVERY OF ELECTRONIC FILES AGREEMENT FORM

[Date]

[Contractor's Name]
[Contractor's Address]

Re: [Project Name]

Dear **[Name]**:

At your request, Lionakis will provide Architectural and/or Structural electronic files of the image depicted on each drawing sheet for your convenience and use in the preparation of shop drawings related to **Project Name**, subject to the following terms and conditions:

Lionakis makes no representation as to the compatibility of electronic files with your hardware or your software.

Data contained in these electronic files are part of our instruments of service and shall not be used by you or anyone else receiving these data through or from you for any purpose other than as a convenience in the preparation of shop drawings for the referenced project. Any other use or reuse by you or by others will be at your sole risk and without liability or legal exposure to Lionakis. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against Lionakis, Lionakis' officers, directors, employees, agents or sub-consultants that may arise out of or in connection with your use of the electronic files.

Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold Lionakis harmless against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from your use of these electronic files.

These electronic files are not construction documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. Lionakis makes no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by Lionakis and the electronic files, the signed or sealed hard-copy construction documents shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your 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 your work with that of other contractors for the project.

Because information presented on the electronic files can be modified, unintentionally or otherwise, we reserve the right to remove all indications of ownership and/or involvement from each electronic display.

We will furnish you electronic files of the following Architectural and/or Structural drawing sheets:

Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by Lionakis, and Lionakis makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Lionakis be liable for any loss of profit or any consequential damages as a result of your use or reuse of these electronic files.

Electronic files will be sent to you after signed acknowledgement of this letter is received by Lionakis.

Accepted By:

Contractor's Signature

Date

END OF SECTION

DELIVERY OF BIM MODEL AGREEMENT FORM

Date: _____

Recipient's Name: _____

Recipient's Address: _____

Re: _____

At your request, Lionakis will provide the BIM model for your convenience and use, subject to the following terms and conditions:

Lionakis makes no representation as to the compatibility of the BIM model with your hardware or your software beyond the specified release of the applicable software.

Data contained on the BIM model is part of our instruments of service and shall not be used by you or anyone else receiving these data through or from you for any purpose other than as a convenience. Any other use or reuse by you or by others will be at your sole risk and without liability or legal exposure to Lionakis. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against Lionakis, Lionakis' officers, directors, employees, agents, or sub-consultants that may arise out of or in connection with your use of the BIM model.

Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold Lionakis harmless against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising out of or resulting from your use of the BIM model.

This BIM model is not construction documents. Differences may exist between the BIM model and corresponding hard-copy construction documents. Lionakis makes no representation regarding the accuracy or completeness of the BIM model you receive. In the event that a conflict arises between the signed or sealed hard-copy construction documents prepared by Lionakis and the BIM model, the signed or sealed hard-copy construction documents shall govern.

Because information presented on the BIM model can be modified, unintentionally or otherwise, we reserve the right to remove all indications of ownership and/or involvement from the BIM model.

Lionakis will furnish you the BIM model via **Ideate's Hightail Electronic File Transfer**.

Under no circumstances shall delivery of the BIM model for use by you be deemed a sale by Lionakis, and Lionakis makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Lionakis be liable for any loss of profit or any consequential damages as a result of your use or reuse of the BIM model. The BIM model shall be provided in Revit 20__.

The BIM model will be sent to you after signed acknowledgement of this letter and **payment of all fees** are received by Lionakis.

Accepted By:

Recipient's Signature

Date

SECTION 01 35 16
ALTERATION PROJECT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products and installation procedures for patching and extending Work.
- B. Transitions and adjustments.
- C. Repair of damaged surfaces and finishes.
- D. Cleaning.

1.2 RELATED SECTIONS

- A. Section 01 73 29 – Cutting and Patching.
- B. Section 02 41 00 – Demolition.

1.3 ALTERATIONS, CUTTING AND PROTECTION

- A. Perform work of this Section under provisions of CBC Chapter 33, CFC Chapters 33 and 35, and NFPA 241.
- B. Assign the work of relocating, removal, cutting and patching of products, materials, equipment and systems to trades qualified to perform the work, in a manner to cause the least damage to existing surfaces and provide a means of returning surfaces to the level of quality of new work.
- C. Perform cutting and removal work to remove the minimum amount of materials necessary to accommodate new work and in a manner to avoid damage to adjacent work.
 - 1. Cut finish surfaces such as concrete, masonry, drywall, plaster, or metals in a straight line at a natural point of division or where required to perform the specified work.
- D. Protect existing finishes, equipment and adjacent work that are scheduled to remain from damage.
 - 1. Maintain existing interior work above 60 degrees F and below 85 degrees F.
 - 2. Provide heat and humidity control as needed to prevent damage to existing work and to new work.
- E. Provide temporary enclosures to separate work areas within the building and from areas occupied by Owner.
- F. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction. When exit routes need to be altered due to construction operations, provide proposed alternate exit route for Owner review and approval. Proposal shall include, but not be limited to, alternate exit route, temporary directional signage, and personnel to redirect building occupants during entire duration of exit route blockage.

- G. Coordinate and obtain Owner's approval of construction activity path of travel from outside of building to the areas of work inside the facility.
- H. Hazardous Materials:
 - 1. Existing conditions and Work to be accomplished under this Contract do not deal with the possible or actual existence of hazardous materials (Hazmat), such as asbestos-containing materials, lead-based paint, PCBs, etc.
 - 2. If there is a possibility of disturbing or contacting surfaces or materials containing hazardous materials (Hazmat) during execution of Work under this Contract, Contractor shall suspend Work in that area, immediately inform Owner and Architect, and follow directions and Hazmat-related procedures provided by Owner.
- I. Provide not less than five days' notice to Owner of activities that will affect Owner's operations.
 - 1. Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated.

PART 2 PRODUCTS

2.1 PRODUCTS FOR PATCHING AND EXTENDING WORK

- A. New Materials: As specified in product Sections; match existing products, materials, equipment and systems for patching and extending work.
 - 1. Provide same products, materials or types of construction as that in existing structure as required to patch, extend or match existing work.
 - 2. A product, finish or type of construction that requires patching, extending or matching shall be installed as necessary to complete the Work and match the consistency of adjacent standards of quality.
- B. Type and Quality of Existing Products: Determine by inspection and testing of products where necessary, referring to existing Work as a standard.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify that demolition is complete and areas are ready for installation of new Work.
- B. Beginning of restoration Work means acceptance of existing conditions.

3.2 PREPARATION

- A. Cut, move or remove items as necessary for access to alteration and renovation Work at no additional cost to Owner. Replace and restore assemblies at completion to "like new" condition.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as required to receive finished Work.
- C. Remove all debris and abandoned items from area and from concealed spaces.
- D. Remove surface finishes and prepare surfaces for proper installation of new work and finishes.

3.3 INSTALLATION

- A. Coordinate alteration and renovation work to expedite completion and to accommodate Owner occupancy. Patch and extend existing work using skilled mechanics that are capable of matching existing quality of workmanship. Quality of patched or extended work shall be not less than that specified for new work.
- B. Remove, cut and patch items as necessary for access to alterations and renovation Work in a manner to minimize damage and to provide a means of restoring products and finishes to specified condition.
- C. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

3.4 TRANSITIONS

- A. Where new Work abuts or aligns with existing, provide a smooth and even transition.
- B. Patch Work to match existing adjacent Work in texture and appearance, without breaks, steps or bulkheads.
- C. When finished surfaces are cut and a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division. Make transition recommendation to Architect prior to proceeding with the Work.

3.5 ADJUSTMENTS

- A. Where change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition to Architect.
 - 1. Where extreme change of plane of 2 inches or more occurs, request from Architect direction for making transition.
- B. All openings for surface penetrations shall be cut uniformly around and sealed and closed tight to penetrating elements.

3.6 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces that are damaged, lifted, discolored or showing other imperfections at no additional cost to Owner.
- B. Repair substrate prior to patching finish.

3.7 FINISHES

- A. Finish surfaces as specified in individual product Sections.
- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.8 CLEANING

- A. Clean adjacent Owner-occupied areas of work soiled by work of this Contract.

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. References.
- B. Quality assurance.
- C. Tolerances.
- D. Labeling.
- E. Seismic Considerations.
- F. Inspection and testing laboratory services.
- G. Manufacturers' field services and reports.

1.2 RELATED SECTIONS

- A. Section 01 33 00 – Submittal Procedures: Submission of Manufacturers' Instructions and Certificates.
- B. Section 01 60 00 – Product Requirements: Requirements for material and product quality.
- C. Section 01 73 29 – Cutting and Patching: for repair and restoration of construction disturbed by testing and inspection activities.

1.3 REFERENCES

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable Codes.
- B. Conform to reference standard by date of issue current on date for receiving bids, except where specific date is established by Code.
- C. Obtain copies of standards where required by product specification Sections.
- D. When specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Architect shall be altered from Contract Documents by mention or inference otherwise in reference documents.
- F. Contractor shall be responsible for being current and knowledgeable in building codes applicable to all trades under his direction.

- G. Provide all work and materials in full accordance with the latest Rules and Regulations of the California Code of Regulations, Title 24, California Building Code, California Mechanical Code, California Plumbing Code, California Electrical Code, California Fire Code, Title 19, Division 1, State Fire Marshal; applicable requirements of Title 8, Division 1, Department of Industrial Relations; and other applicable laws or regulations. Nothing in Drawings and Specifications shall be construed to permit work not conforming to these Codes.
- H. Furnish additional material and labor as required to comply with applicable Rules and Regulations.

1.4 QUALIFICATIONS

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product, that are similar to those indicated for this Project in material, design, and extent.
- E. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
- F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.
 - 1. NRTL: A Nationally Recognized Testing Laboratory according to 29 CFR 1910.7.
 - 2. NVLAP: A testing agency accredited according to National Voluntary Laboratory Accreditation Program (NVLAP) by National Institute of Standards and Technology (NIST).

1.5 QUALITY ASSURANCE

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with the Contract Documents, request clarification from Architect before proceeding.

- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Work shall be performed by persons qualified to produce workmanship of specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.
- H. Contractor's Line of Authority: Contractor shall provide one person who shall be both knowledgeable and responsible for all work to be performed on this project at all times during normal work hours. In Contractor's absence, Contractor's appointed representative shall be responsible for all directions given him and said directions shall be binding as if given to Contractor. Contractor's representative shall be responsible to coordinate all work to be performed.
- I. Shop and field work shall be performed by mechanics skilled and experienced in the fabrication and installation of the work involved. All work on this project shall be done in accordance with the best practices of the various trades involved and in accordance with Drawings, accepted shop drawings, and Specifications.
- J. All work shall be erected and installed plumb, level, square and true and in proper alignment and relationship to the work of other trades. All finished work shall be free from defects. Architect reserves the right to reject any materials and workmanship that are not considered to be up to the highest standards of the various trades involved. Such inferior material or workmanship shall be replaced at no cost to Owner.
- K. All work shall be installed by knowledgeable installers and defined "Eligible" by the specified materials manufacturers. Specifications and recommendations of the manufacturer, whose materials are used, shall be strictly adhered to during application or installation of materials.
- L. Any additional work beyond that specified or illustrated, or any modification thereto, that is necessary for the furnishing of warranty shall be provided by Contractor at no cost to Owner.

1.6 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

1.7 LABELING

- A. Attach label from agency as required by Title 24 for products, assemblies, and systems required to be labeled by California Building Code.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.
 - 1. Model number.

2. Serial number.
3. Performance characteristics.

1.8 SEISMIC CONSIDERATIONS

A. Main Wind-Or Seismic-Force-Resisting System Requirements:

1. Contractor Responsibility: Contractor shall submit a written statement of responsibility to the building official and Owner prior to commencement of work on designated seismic system or wind- or seismic-resisting component, listed in the statement of special inspections, in accordance with 2022 California Building Code (CBC), Chapter 17A "Special Inspections and Tests", Section 1704A.4 "Special Inspections and Tests, Contractor Responsibility and Structural Observations".

B. Seismic Certification Of Nonstructural Components:

1. The manufacturer of each designated seismic system components subject to the provisions of ASCE 7 Section 13.2.2 shall test or analyze the component and its mounting system or anchorage and submit a certificate of compliance for review and acceptance by the registered design professional responsible for the design of the designated seismic system and for approval by the building official in accordance with 2022 California Building Code (CBC), Chapter 17A "Special Inspections and Tests", Section 1705A.13 "Special Inspections for Seismic Resistance".

1.9 CONFLICTING REQUIREMENTS

- A. In case of conflict between the Drawings and the Specifications, the Drawings shall govern in matters of quantity, the Specifications in matters of quality.
- B. In case of conflict within the Drawings involving quantities or within the Specifications involving qualities, the greater quantity and higher quality shall be furnished.
- C. Should conflict appear in the Drawings or Specifications, or in the work done by others affecting this work, the Contractor shall immediately notify the Architect in writing and the Architect will issue instructions as to procedure. If the Contractor proceeds with the work so affected without instructions from the Architect, the Contractor shall make good any resulting damage or defects.
- D. In the case of conflict within the Drawings, the following shall govern:
 1. Schedules, when identified as such, shall govern over all other portions of the Drawings.
 2. Specific notes shall govern over other notes and all other portions of the Drawings except schedules described in the preceding Clause.
 3. Larger scale Drawings shall govern over smaller scale Drawings.
 - a. For Example: 1/4" = 1'-0" scale Drawings shall govern over 1/8" = 1'-0" scale Drawings.
 4. Figured or numerical dimensions shall govern over dimensions obtained by scaling.
- E. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

- F. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.10 INSPECTION AND TESTING LABORATORY SERVICES

- A. Owner will select and pay for the services of an independent Inspection/Testing Laboratory to perform inspections and testing.
1. Special Inspector: As required by 2022 California Building Code (CBC) including Chapter 17 "Special Inspections and Tests".
 2. Owner may request Architect to hire an independent Inspection/Testing Laboratory on Owner's behalf.
- B. Inspection/Testing Laboratory will perform inspections, tests, and other services specified in individual specification Sections and as required by Architect.
1. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Reports will be submitted by inspection/Testing Laboratory to Owner, Architect, Contractor, **Project Inspector**, indicating observations and results of tests and indicating compliance or non-compliance with the Contract Documents.
- D. Cooperate with Inspection/Testing Laboratory; furnish samples of materials, design mix, equipment, tools, storage and assistance as requested.
1. Notify Architect and Inspection/Testing Laboratory 24 hours prior to expected time for operations requiring services.
 2. Make arrangements with Inspection/Testing Laboratory and pay for additional samples and tests required for Contractor's use.
- E. The Inspection/Testing Laboratory shall perform inspection of work to determine conformance with these Standards.
1. Request for inspection shall be made to the office of the Inspection/Testing Laboratory a minimum of 24 hours in advance of the time the inspection is desired.
 2. Underground work shall not be backfilled or covered until an inspection by the Inspection/Testing Laboratory has been completed and the work approved. Any work that is covered without inspection shall be uncovered at Contractor's expense, for completion of inspection work.
 3. The Inspection/Testing Laboratory shall have access to the Work at all times and shall be furnished every reasonable facility for ascertaining that the work done, materials used and workmanship performed are in accordance with the requirements of these Standards.
 4. Inspection of the Work shall not relieve Contractor of any of his obligations to satisfactorily perform the Work in accordance with requirements of Contract Documents.

- F. Retesting or reinspection required because of non-conformance to specified requirements shall be performed by the same Inspection/Testing Laboratory. Payment for retesting will be charged to Contractor by deducting inspection or testing charges from the Contract Sum.
- G. If the Work to be tested or inspected is not ready or sufficiently completed to allow the test/inspection service to complete required test(s)/inspection(s), costs and expenses of the test/inspection service to return to the Site or fabrication facility to perform/complete required test(s)/inspection(s) shall be charged to Contractor by deducting such costs and expenses from the Contract Sum.
- H. **Owner will select and pay for the services of Project Inspector.**
- I. All Samples, specimens and tests shall be prepared and accomplished by a properly qualified person or testing laboratory, selected by Owner, who shall furnish Owner, Architect, and Contractor with test reports, including test results, and stating that they were prepared in accordance with the specified provisions. All tests as well as sampling and preparation of samples shall be in accordance with applicable ASTM and other specified standards.

1.11 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. When specified in individual specification Sections, material and product suppliers, and manufacturers shall provide qualified personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, testing, adjusting, and balancing of equipment, as applicable, and to initiate instructions when necessary.
- B. Submit qualifications of qualified personnel to Architect at least fifteen days in advance of required observations.
- C. Qualified personnel shall report observations, site decisions, and supplemental instructions given to applicators and installers, and description of work installed contrary to manufacturers' written instructions, as applicable.
- D. Submit report in duplicate within thirty days of observation to Architect for review.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify and ensure that existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify and ensure that existing substrate is capable of structural support and attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual specification Sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

SECTION 01 42 00

REFERENCES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Reference Standards.
- B. Definitions.
- C. Abbreviations and Acronyms.

1.2 REFERENCES

- A. General: References are made throughout the Specification to various codes, reference standards, practices and requirements for materials, work quality, installation, inspections and tests which are published and issued by government agencies, professional and trade organizations, societies, associations and testing agencies. References to these publications are made by acronyms or abbreviations as listed in this Section.
- B. Obtain copies of reference standards, manuals and codes directly from publication sources as needed for proper performance and completion of the Work. Addresses for these organizations are available from Architect.
- C. Standards, manuals and codes referenced in the Specifications form part of these Specifications to the extent referenced. No provisions of any such standard, specification, manual, or code or instruction shall be effective to change the duties and responsibilities of Owner, Architect, or Contractor; any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents; nor shall it be effective to assign to Owner, Architect or any of Architect's consultants, agents, or employees, a duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.
- D. Reference to standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes in effect as of the date of issue of this Project Manual, unless indicated otherwise in CBC Chapter 35 and CFC Chapter 80.

1.3 DEFINITIONS

- A. General: Words and abbreviations used in the Specifications are given meaning as defined in "The American Heritage Dictionary of the English Language" and as commonly used and accepted in the construction industry. Abbreviations and symbols used on Drawings are identified on Drawings.
- B. Words and Terms: The following words and terms used in the Specifications shall mean as indicated.
 - 1. Accepted Equal: Reviewed and accepted by Architect as being equal in quality, utility, and appearance.
 - 2. Approved: As accepted by Architect.

3. Words and terms “or Approved Equal” and “or Equal” used in the Specifications shall have the same meaning as “Accepted Equal.”
4. Contractor Shall: To be concise; sentences, statements, and clauses used in the Specifications exclude any form of the verb “shall”, which is normally expressed in a verb phrase with verbs such as “furnish”, “install”, “provide”, “perform”, “construct”, “erect”, “comply”, “apply”, “submit”, etc. Any such sentences, statements, and clauses are to be interpreted to include applicable form of phrase “Contractor shall”.
5. Furnish: Supply and deliver to project site, ready for installation; unload and inspect for damage.
6. Install: Anchor, fasten, or connect in place and adjust for use; place or apply in proper position and location; establish in place for use or service including all necessary labor, tools, equipment, and implements necessary to perform work indicated, ready for operation or use.
7. Observe: Used in reference to Architect means to become familiar with the process and quality of the Work and to determine if the Work is proceeding in general accordance with the Contract Documents based on what is plainly visible at the construction site, without removal of its materials or other construction that is in place.
8. Products: New material, machinery, components, equipment, fixtures, and systems forming the Work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work.
9. Provide: Furnish and install all items necessary to complete work, ready for operation or use.

1.4 CODES, REGULATIONS, GOVERNING AGENCIES

- A. Americans with Disabilities Act (ADA) - 2010 Standards for Accessible Design.
- B. California Code of Regulations (CCR).
 1. Title 8, Division 1, Chapter 3.2 – California Occupational Safety and Health Regulations (Cal/OSHA).
 2. Title 8, Division 1, Chapter 4, Subchapter 4 – Construction Safety Orders.
 3. Title 8, Division 1, Chapter 4, Subchapter 6 – Elevator Safety Orders.
 4. Title 19, Division 1 – Regulations of the State Fire Marshal (SFM).
 5. Title 24 – California Building Standards Code (CBSC).
 - a. Part 1 – California Administrative Code (CAC).
 - b. Part 2 – California Building Code (CBC).
 - c. Part 3 – California Electrical Code (CEC).
 - d. Part 4 – California Mechanical Code (CMC).
 - e. Part 5 – California Plumbing Code (CPC).
 - f. Part 6 – California Energy Code.
 - g. Part 9 – California Fire Code (CFC).
 - h. Part 10 – California Existing Building Code.
 - i. Part 11 – California Green Building Standards Code.
 - j. Part 12 – California Referenced Standards Code.

- C. California Department of Transportation (Caltrans).
- D. California Department of General Services (DGS).
- E. California Environmental Protection Agency (Cal/EPA).
 - 1. California Air Resources Board (ARB).
 - 2. California State Water Resources Control Board (SWRCB).
 - 3. Department of Pesticide Regulation (DPR).
- F. Occupational Safety and Health Act (OSHA).
- G. U.S. Environmental Protection Agency (EPA).
- H. U.S. Department of Energy (DOE).

1.5 REFERENCES, ABBREVIATIONS, AND ACRONYMS

AA	Aluminum Association.
AAADM	American Association of Automatic Door Manufacturers.
AABC	Associated Air Balance Council.
AAC	Aluminum Anodizers Council.
AAMA	American Architectural Manufacturers Association.
AASHTO	American Association of State Highway and Transportation Officials.
AATCC	American Association of Textile Chemists and Colorists.
ABMA	American Boiler Manufacturer's Association.
ACGIH	American Conference of Government Industrial Hygienists, Inc.
ACI	American Concrete Institute.
ACPA	American Concrete Pipe Association.
AF&PA	American Forest and Paper Association (formerly National Forest Products Association).
AFBMA	Anti-Friction Bearing Manufacturer's Association.
AGA	American Gas Association.
AGC	Associated General Contractors of America.
AGMA	American Gear Manufacturers Association
AHA	American Hardboard Association.
AHJ	Authority Having Jurisdiction.
AI	Asphalt Institute.
AIA	American Institute of Architects.
AIHA	American Industrial Hygiene Association.
AISC	American Institute of Steel Construction.
AISI	American Iron and Steel Institute.
AITC	American Institute of Timber Construction.
ALSC	American Lumber Standards Committee.
AMCA	Air Movement and Control Association.
ANSI	American National Standards Institute, Inc.
APA	The Engineered Wood Association.
API	American Petroleum Institute.

APWA	American Public Works Association.
AQMD	Air Quality Management District.
AHRI	Air-Conditioning, Heating and Refrigeration Institute.
ARMA	Asphalt Roofing Manufacturers Association.
ASCE	American Society of Civil Engineers.
ASD	Advanced Simulation and Design.
ASHRAE	American Society of Heating Refrigerating and Air Conditioning Engineers.
ASME	American Society of Mechanical Engineers.
ASSE	American Society of Sanitary Engineers.
ASTM	American Society for Testing and Materials.
ATF	Academy of Textiles and Flooring.
AWC	American Wood Council.
AWCI	Association of the Wall and Ceiling Industry.
AWG	American Wire Gage.
AWI	Architectural Woodwork Institute.
AWPA	American Wood Protection Association.
AWS	American Welding Society.
AWWA	American Water Works Association.
BAAQMD	Bay Area Air Quality Management District
BHMA	Builders Hardware Manufacturers Association.
BIA	Brick Industry Association.
CAN/ULC	Underwriters' Laboratory of Canada.
CAS	Commercial standard (division of the American Chemical Society).
CBC	California Building Code
CBM	Certified Ballast Manufacturers.
CCR	California Code of Regulations
CDA	Copper Development Association.
CE	US Army Corps of Engineers
CFFA	Chemical Fabrics and Film Association, Inc.
CFR	Code of Federal Regulations
CISCA	Ceiling and Interior Systems Construction Association.
CISPI	Cast Iron Soil Pipe Institute.
CLFMI	Chain Link Fence Manufacturing Institute.
CPA	Composite Panel Association.
CPAA	Concrete Polishing Association of America.
CRA	California Redwood Association.
CRI	Carpet and Rug Institute.
CRSI	Concrete Reinforcing Steel Institute.
CS	Commercial Standard.
CSI	Construction Specifications Institute.
CSIAC	California State Industrial Accident Commission.
DHI	Door Hardware Institute.
EIA	Electronic Industries Alliance.

EIMA	EIFS Industry Members Association.
ETL	Electrical Testing Laboratories.
EWS	Engineered Wood Systems
FEMA	Federal Emergency Management Agency.
FM	Factory Mutual Research and Engineering Corporation.
FMRC	Factory Mutual Research Corporation.
FS	Federal Specification – U.S. General Services Administration.
FSC	Forest Stewardship Council.
GA	Gypsum Association.
GANA	Glass Association of North America.
HPVA	Hardwood Plywood and Veneer Association.
IAPMO	International Association of Plumbing and Mechanical Officials.
ICC	International Code Council, Inc.
ICC	Interstate Commerce Commission.
ICC-ES	ICC Evaluation Service, Inc.
ICEA	Insulated Cable Engineers Association.
ICRI	International Concrete Repair Institute
IEEE	Institute of Electrical and Electronics Engineers.
IESNA	Illuminating Engineering Society of North America
IGMA	Insulating Glass Manufacturers Alliance
IMIAWC	International Masonry Industry All-Weather Council.
IPCEA	Insulated Power Cable Engineers Association.
ISO	International Standards Organization.
ITS	Intertek Testing Services.
LEED™	Leadership in Energy and Environmental Design (USGBC standard).
LRFD	Load and Resistance Factor Design.
MBMA	Metal Building Manufacturers Association.
MFMA	Maple Flooring Manufacturers Association.
MFMA	Metal Framing Manufacturers Association.
MIA	Marble Institute of America
MIL	Military Specifications (U.S. Department of Defense).
ML/SFA	Metal Lath/Steel Framing Association Division of NAAMM.
MPI	Master Painters Institute.
MS4	Municipal Separate Storm Sewer Systems.
MSDS	Material Safety and Data Sheet.
MSJC	Masonry Standards Joint Committee.
MSS	Manufacturers Standardization Society of the Valve and Fittings Industry.
MUTCD	Manual of Uniform Traffic Control Devices (U.S. Department of Transportation).
NAAMM	National Association of Architectural Metal Manufacturers.
NAFS	North American Fenestration Standard (Co-published by AAMA & WDMA).
NBBPVI	National Board of Boiler and Pressure Vessel Inspectors.
NBGQA	National Building Granite Quarries Association, Inc.
NCMA	National Concrete Masonry Association.

NCPWB	National Certified Pipe Welding Bureau.
NCRP	National Council on Radiation Protection and Measurements.
NEBB	National Environmental Balancing Bureau.
NEC	National Electrical Code.
NEHRP	National Earthquake Hazards Reduction Program.
NEMA	National Electrical Manufacturers Association.
NES	National Evaluation Service, Inc.
NFPA	National Fire Protection Association.
NFRC	National Fenestration Rating Council.
NIBS	National Institute of Building Sciences.
NIST	National Institute of Science and Technology.
NPDES	National Pollutant Discharge Elimination System.
NRCA	National Roofing Contractors Association.
NRMCA	National Ready Mixed Concrete Association.
NSF	National Sanitation Foundation.
NTMA	National Terrazzo and Mosaic Association.
NWFA	National Wood Flooring Association
OFCI	Owner Furnished Contractor Installed
OFOI	Owner Furnished Owner Installed
OSHA	Occupational Safety and Health Act of 1970.
PCA	Portland Cement Association.
PCI	Precast Prestressed Concrete Institute.
PDI	Plumbing and Drainage Institute.
PEI	Porcelain Enamel Institute.
PHCC	Plumbing Heating Cooling Contractors Association.
PS	Voluntary Product Standard (US Department of Commerce / NIST).
RCSC	Research Council on Structural Connections.
RIS	Redwood Inspection Service.
RMA	Rubber Manufacturers Association.
SC	Shading Coefficient.
SCAQMD	South Coast Air Quality Management District
SDI	Steel Deck Institute.
SDI	Steel Door Institute.
SFBC	South Florida Building Code.
SHGC	Solar Heat Gain Coefficient.
SIGMA	Sealed Insulating Glass Manufacturers Association.
SMACNA	Sheet Metal and Air Conditioning Contractors National Association.
SPRI	Single-Ply Roofing Institute.
SSMA	Steel Stud Manufacturers Association.
SSPC	The Society for Protective Coatings.
SWI	Steel Window Institute.
SWPPP	Storm Water Pollution Prevention Plan.
SWRI	Sealant, Waterproofing, and Restoration Institute.

TCA	Tile Council of America.
TEMA	Tubular Exchanger Manufacturers Association, Inc.
TMS	The Masonry Society.
TPI	Truss Plate Institute.
TPI	Turfgrass Producers International (formerly ASPA)
TRI	Tile Roofing Institute.
UL	Underwriters Laboratories, Inc.
ULC	Underwriters Laboratories of Canada.
USGBC	US Green Building Council.
VOC	Volatile Organic Compounds.
WCLIB	West Coast Lumber Inspection Bureau.
WDMA	Window and Door Manufacturers Association (formerly NWWDA - National Wood Window and Door Association).
WH	Warnock Hersey.
WI/AWMAC	Woodwork Institute/Architectural Woodwork Manufacturers Association Of Canada.
WSRCA	Western States Roofing Contractors Association.
WWPA	Western Wood Products Association.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product Delivery Requirements.
- C. Product Storage and Handling Requirements.
- D. Product Options.
- E. Product Substitution Procedures.

1.2 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures, and systems forming the Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for reuse.
- B. All products shall be new, of first class quality, and shall be delivered, installed, connected and finished in every detail, and shall be so selected and arranged as to fit correctly into the proper spaces. Where no specific kind or quality of material is given, a first-class standard article as approved by Architect shall be furnished. Contractor shall provide satisfactory evidence as to the kinds and quality of material and workmanship.
- C. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
- D. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Delivery of materials to the project site shall be coordinated by and received by Contractor or their representative, and stored in secured areas as agreed upon at the job start meeting.
- C. Promptly inspect shipments to assure that products comply with requirements, quantities are correct and products are undamaged.
- D. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.
- E. Contractor shall take into consideration the available space and location of work site when delivery of materials is necessary.

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.
- B. For exterior storage of fabricated products, place on sloped supports above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage or protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation and degradation of products.
- E. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.
- H. Contractor shall be responsible to provide all new materials in unopened manufacturer's original containers and deliver such items to project site in good condition for use on this project. Contractor shall be responsible to store all new materials received as per manufacturer recommendations. Any and all materials discovered to be improperly stored and/or damaged will be replaced at the sole expense to Contractor. Any requests for delays or extension of the Contract Time due to the above will not be considered.
- I. Contractor shall use all means necessary to protect all materials before, during and after installation and to protect the installed work and materials of all other trades and of existing structures. In event of damage, Contractor is to immediately make all repairs and replacements necessary using compatible and like materials.

1.5 PRODUCT OPTIONS

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by Naming One Manufacturer and stating "No Substitutions Allowed, Owner's Standard": Products of manufacturer named and meeting specifications, no options or substitutions allowed.
- C. Products Specified by Naming One or More Manufacturers without naming a Product, with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named.
- D. Products specified by Naming One or More Manufacturers and Naming Product(s) by the first listed Manufacturer, with a Provision for Substitutions: Submit a request for substitution for any product, by any manufacturer, listed or not listed, other than the product(s) listed.

- E. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "Basis-of-Design", including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other manufacturers, whether listed or not. Submit a substitution request for any product, by any manufacturer, listed or not listed, other than the product(s) listed as "Basis-of-Design".

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Architect will consider requests for Substitutions only within 35 days after Award of the Contract.
- B. Reference to any product, material, equipment, article, system, service or patented process, by trade, catalogue number, name brand product or product manufacturer is for information only and shall not be construed as limiting competition.
- C. Substitutions will only be considered when one or more of the following conditions are met:
 - 1. All aspects of the proposed substitution meet or exceed the criteria for the specified product.
 - 2. The proposed changes are in keeping with the general intent of the Contract Documents.
 - 3. The request is fully documented and timely and properly submitted.
 - 4. The specified product cannot be provided within the Contract Time.
 - 5. The request is directly related to an "or equal" clause or similar language in the Contract Documents.
 - 6. The request offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities that Owner must assume. Owner's additional responsibilities may include, but not be limited to, compensation to Architect for redesign and/or evaluation services and increased cost of other construction by Owner.
 - 7. The specified product becomes unavailable through no fault of Contractor.
 - 8. The specified product cannot receive necessary approvals by governing authorities, and the requested substitution can be approved by governing authorities in a timely manner.
 - 9. It can be demonstrated that the specified product cannot be provided in a manner that is compatible with other materials and Contractor certifies that the proposed substitution will overcome the incompatibility.
 - 10. It can be demonstrated that the specified product cannot be coordinated with other materials and Contractor certifies that the proposed substitution can be coordinated.
 - 11. The specified product cannot provide the warranty required by the Contract Documents and Contractor certifies that the proposed substitution provides the required warranty.
- D. Substitutions will not be considered when one or more of the following conditions occur:
 - 1. Acceptance would require revisions to the Contract Documents, Contract Time extensions or an increase in the Contract Sum.
 - 2. They are indicated or implied on shop drawing or product data submittals, without separate written request.

3. When the specified product cannot be provided as a result of failure of Contractor to pursue the Work in a timely manner or properly coordinate construction activities.
- E. In those cases where the Specifications designate a product, material, equipment, article, system, service or patented process by specific brand or trade name and there is only one brand or trade name listed, the item involved is:
1. Required to be used since it is a unique or novel product application, or
 2. Required to match other products in use by Owner, or
 3. Is the only brand or trade name known to Architect.
- F. Document each request on Substitution Request Form attached at the end of this Section with complete data substantiating compliance of proposed Substitution with the Contract Documents. The burden of proof as to comparative quality, suitability and performance of proposed product(s), material(s), equipment, article(s), system(s), service(s) or patented process(es) shall be upon Contractor. Architect will be the sole judge of the equality of the proposed substitution versus the specified item(s).
- G. A substitution request constitutes a representation that Contractor:
1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 2. Will provide the same or better warranty for the Substitution as for the specified product.
 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 4. Waives claims for additional costs or time extensions which may subsequently become apparent.
 5. Will reimburse Owner for review services associated with approvals by authorities having jurisdiction.
- H. Substitution Submittal Procedure:
1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
 3. Architect will notify Contractor, in writing, of decision to accept or reject request.
 4. Incomplete Substitution Request package will not be reviewed and will be returned to Contractor. Contractor shall then provide the specified item.
 5. Only one request for substitution will be allowed. If proposed substitution is not accepted by Architect, Contractor shall provide the specified item.
 6. Use of accepted substitutions shall in no way relieve Contractor from responsibility for compliance with Drawings and Specifications.
 7. All costs associated with accepted substitutions shall be borne by Contractor including, but not limited to, required changes to the Project's design, architectural and/or engineering design fees, detailing, Agency approvals and fees, and all additional construction costs caused by substitution.
 8. All substitutions affecting structural or fire/life safety items will require approval from DSA prior to fabrication and installation on the project.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Materials furnished shall be new and never been used before, unless specified otherwise, and will satisfy the requirements herein and all specifications referenced by provisions within these specifications. Contractor shall furnish, upon request of Architect, an affidavit from the manufacturer or supplier to the effect that materials furnished shall conform to the General Conditions, the latest revision of AWWA Specifications, ASTM, and Federal Specifications that pertain. All materials shall be installed in accordance with manufacturer's recommendations and the Standard Drawings and Specifications that pertain. Material for one specific product shall be one manufacturer unless otherwise approved by Architect. All materials shall be subject to inspection after delivery to the site and during installation of the work. Failure of the Inspector or Architect to note faulty material shall not relieve Contractor of the responsibility for removing or replacing any such material at no additional cost to Owner.
- B. For the ease of maintenance and parts replacement, to the maximum extent possible use materials of a single manufacturer, delivered in manufacturer's original, unopened containers with labels intact and legible, and in sufficient quantity to allow continuity of work. Deviation from this requirement shall require written approval from Owner and Architect.
- C. Architect reserves the right to reject any materials list which contains materials from various manufacturers if suitable materials can be secured from fewer manufacturers and to require that source of materials be unified to maximum extent possible.

PART 3 EXECUTION

Not Used

END OF SECTION

SUBSTITUTION REQUEST FORM

SUBSTITUTION REQUEST NUMBER: _____

TO: _____

PROJECT: _____

SPECIFIED ITEM:

Section	Page	Paragraph	Description

The undersigned requests consideration of the following:

Proposed Substitution (Manufacturer, Model # or Name, Color, Etc.): _____

History: ___New Product, ___Available 2-5 Years, ___Available 6-10 Years, ___Available 10+ Years

Provide UL, ITS, WHI, (or other) listing / rating of proposed substitution: _____

Attached data shall include, but not be limited to, product, specification, drawings, performance and test data adequate for evaluation of the request for the proposed substitution product and the specified product, with applicable portions of the proposed substitution and the specified product data clearly identified in a point-by-point direct comparison chart. Incomplete form and attachments will result in rejection of substitution request.

Requestor shall address the following items on this Substitution Request Form. Use a separate attached sheet attached as needed:

1. Reason for not providing specified item:

2. Will proposed substitution affect dimensions indicated on Drawings? ____ (Yes) ____ (No)

If yes, how? _____

3. Will proposed substitution affect Electrical, Mechanical, Structural, Architectural, etc.? ____ (Yes) ____ (No) If yes, explain:

4. Is proposed substitution larger or smaller than specified product? ____ (Yes) ____ (No)

If yes, state size of substitute product:

5. Does proposed substitution weight less/more than specified product? ____ (Yes) ____ (No)
If yes, state weight of substitute product:
-
6. Will proposed substitution affect other trades and/or parts of the work? ____ (Yes) ____ (No)
If yes, explain all effects:
-
-
7. Comparison between proposed substitution and specified product (Similarities / Differences)?
-
-
8. If Substitution Request is accepted, Owner will receive a credit of \$_____. The Contract Sum will be adjusted accordingly.
9. Will proposed substitution affect the Contract Time? ____ (Yes) ____ (No)
If yes, ____ (Add) ____ (Deduct) _____ calendar days.
-

INITIAL

UNDERSIGNED CERTIFIES:

- _____ Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- _____ Proposed substitution has same or better warranty as specified product.
- _____ Proposed substitution has same or better maintenance service and availability of replacement parts as specified product.
- _____ Proposed substitution will not affect or delay the Construction Schedule.
- _____ Claims for additional costs related to accepted substitution, which may subsequently become apparent, are hereby waived.
- _____ Proposed substitution will not affect dimensions and functional clearances.
- _____ Coordination, installation, and changes in the Work as necessary for installation of accepted substitution will be complete in all respects, at no additional cost to Owner.
- _____ Contractor will pay for all costs associated with changes to the project's design, including, but not limited to, architectural or engineering design fees, detailing, Agency approvals and construction costs caused by the requested substitution.
- _____ The function, appearance and quality of the proposed substitution is equivalent or superior to the specified item.

The undersigned certifies that the above is accurate and correct.

Signature: _____

Company: _____

Address: _____

Date: _____

Telephone: _____

Attachments: ___ Drawings ___ Product Data ___ Samples ___ Tests ___ Reports ___ Other (Describe)

Architect's Review and Action:

_____ Substitution Accepted – Make submittals in accordance with Specification Division 01.

_____ Substitution Accepted as Noted - Make submittals in accordance with
Specification Division 01.

_____ Substitution Rejected – Provide specified product.

_____ Substitution Request Received Too Late – Provide specified product.

By: _____ Date: _____

Remarks: _____

SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Starting of systems.
- D. Demonstration and instructions.
- E. Testing, adjusting and balancing.
- F. Protecting installed construction.
- G. Project record documents.
- H. Operation and maintenance data.
- I. Manual for materials and finishes.
- J. Manual for equipment and systems.
- K. Spare parts and maintenance products.
- L. Extra materials.
- M. Product warranties and product bonds.
- N. Maintenance service.

1.2 RELATED SECTIONS

- A. Section 01 33 00 – Submittal Procedures.

1.3 CLOSEOUT PROCEDURES

- A. Submit written certification that the Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with the Contract Documents and ready for Architect's review.
- B. Provide submittals to Architect and Owner required by DSA.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments and sum remaining due.
- D. The submission, by Contractor, of satisfactory evidence that no claim or lien exists against Contractor for labor done or materials furnished under the Contract.
- E. The submission, by Contractor to Architect, of two copies of the completed and executed DSA Final Verified Reports.

- F. Submit items to Architect or other parties as required by individual sections of the Specifications.

1.4 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean interior and exterior glass and surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.
- C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- D. Replace filters of operating equipment affected by start-up procedures.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- H. Contractor shall be responsible for restoring the work area and all auxiliary areas utilized during the work to conditions that are equal to or better than existed prior to project commencement. Any damages to interior or exterior building surfaces, walkways, landscaping, utilities, etc., shall be repaired or replaced at the sole expense to Contractor.
- I. After completion and final acceptance of the project, Contractor shall immediately remove all equipment, fencing, construction materials and debris from project site.

1.5 STARTING OF SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Architect and Owner seven days prior to start-up of each item.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative or Contractors' personnel in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Section 01 33 00 that equipment or system has been properly installed and is functioning correctly.

1.6 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of final inspection.
- B. Demonstrate Project equipment instructed by qualified manufacturer's representative who is knowledgeable about the Project.
- C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six months.
- D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with Owner's personnel in detail to explain all aspects of operation and maintenance.
- E. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at designated location.
- F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

1.7 TESTING, ADJUSTING AND BALANCING

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.
- B. Owner will appoint, employ, and pay for services of independent firm to perform testing, adjusting, and balancing.
- C. Reports will be submitted by independent firm to Contractor, Architect, and Owner indicating observations and results of tests and indicating compliance or non-compliance with requirements of Contract Documents.

1.8 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification Sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

1.9 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:

1. Contract Drawings, all divisions and trades.
 2. Specifications.
 3. Addenda.
 4. Change Orders, Construction Change Documents, and other modifications to the Contract.
 5. Reviewed and accepted shop drawings, product data and samples.
 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product Section description of actual products installed, including the following:
1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and other modifications to the Contract.
- F. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
1. Measured depths of foundations in relation to finish first floor datum.
 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 4. Field changes of dimension and detail.
 5. Details not on the original Contract Drawings.
 6. All changes and clarifications as a result of Change Orders, Requests for Information, Construction Change Directives and Architect's Supplemental Instructions.
- G. Contractor shall keep the progress Project Record Documents current. In the event that these documents are not kept current, a portion of the monies due Contractor will be withheld from each Application for Payment until the Project Record Documents are brought up to current status, to the satisfaction of Architect.
- H. Delete Architect and Architect's consultants seals and signatures from each sheet of the final Project Record Documents. Add the following language to each sheet of the final Project Record Documents: "THESE RECORD DRAWINGS HAVE BEEN CREATED BY THE PROJECT CONTRACTOR AS REQUIRED BY THE CONTRACT DOCUMENTS. THESE DOCUMENTS HAVE NOT BEEN COORDINATED WITH NOR ACCEPTED BY THE ARCHITECT OR THE ARCHITECT'S CONSULTANTS".
- I. Submit Project Record Documents to Architect with claim for final Application for Payment.

1.10 OPERATION AND MAINTENANCE DATA

- A. Submit three sets of complete operation and maintenance information for all manufactured materials and equipment installed on the project prior to final inspection, bound in 8-1/2 inch by 11 inch text pages, three "D" side-ring capacity expansion binders with durable plastic covers.
- B. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS," title of project, and subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
- E. Contents: Prepare a Table of Contents for each volume, with each product or system description identified, typed on thirty pound white paper, in three parts as follows:
 - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect, Contractor, Subcontractors, and major equipment suppliers.
 - 2. Part 2: Operation and maintenance instructions, arranged by system and subdivided by specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
 - a. Significant design criteria.
 - b. List of equipment.
 - c. Parts list for each component.
 - d. Operating instructions.
 - e. Maintenance instructions for equipment and systems.
 - f. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents.
 - 3. Part 3: Project documents and certificates, including the following:
 - a. Shop drawings and product data.
 - b. Certificates.
 - c. Photocopies of warranties and bonds.
- F. Submit one copy of completed volumes in final form fifteen days prior to final inspection. This copy will be returned after final inspection, with Architect comments. Revise content of documents as required prior to final submittal.
- G. Submit final volumes revised, within ten days after final inspection.

1.11 MANUAL FOR MATERIALS AND FINISHES

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.

- C. Submit one copy of completed volumes fifteen days prior to final inspection. Draft copy will be reviewed and returned with Architect comments. Revise content of document sets as required prior to final submission.
- D. Submit two sets of revised final volumes in final form within ten days after final inspection.
- E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations. Include information for re-ordering custom manufactured products.
- F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- G. Moisture Protection and Weather Exposed Products: Include product data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- H. Additional Requirements: As specified in individual product specification Sections.
- I. Include listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.12 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Architect will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten days after acceptance.
- C. Submit one copy of completed volumes fifteen days prior to final inspection. Draft copy will be reviewed and returned with Architect comments. Revise content of document sets as required prior to final submission.
- D. Submit two sets of revised final volumes in final form within ten days after final inspection.
- E. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
- F. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- G. Include color coded wiring diagrams as installed.
- H. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and special operating instructions.
- I. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- J. Include servicing and lubrication schedule, and list of lubricants required.

- K. Include manufacturer's printed operation and maintenance instructions.
- L. Include sequence of operation by controls manufacturer.
- M. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- N. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

O. Include test and balancing reports.

- P. Additional Requirements: As specified in individual product specification Sections.
- Q. Include listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

1.13 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Furnish spare parts, maintenance, and extra products in quantities specified in individual specification Sections.
- B. Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.

1.14 EXTRA MATERIALS

- A. Where extra materials are required by individual Sections, the quantities of materials specified shall be delivered to the location designated by the Owner. Extra materials are property of the Owner and shall not be used by the Contractor for any reason.

1.15 PRODUCT WARRANTIES AND PRODUCT BONDS

- A. Obtain warranties and bonds executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of applicable item of work.
- B. Execute and assemble transferable warranty documents and bonds from subcontractors, suppliers, and manufacturers.
- C. Verify documents are in proper form and contain full information.
- D. Co-execute submittals when required.
- E. Include Table of Contents and assemble in three D side ring binder with durable plastic cover.
- F. Submit prior to final Application for Payment.
- G. Time Of Submittals:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
 - 2. Make other submittals within ten days after Date of Project Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Project Completion, submit within ten days after acceptance, listing date of acceptance as beginning of warranty or bond period.

1.16 MAINTENANCE SERVICE

- A. Unless indicated otherwise, furnish service and maintenance of components indicated in specification Sections for one year from date of Project Completion.
- B. Examine system components at frequency consistent with reliable operation. Clean, adjust, and lubricate as required.
- C. Include systematic examination, adjustment, and lubrication of components. Repair or replace parts whenever required. Use parts produced by manufacturer of original component.
- D. Do not assign or transfer maintenance service to agent or Subcontractor without prior written consent of Owner.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 73 29
CUTTING AND PATCHING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Procedural requirements and limitations for cutting and patching work.
- B. Patching of existing materials and construction disturbed by Work under this Contract, including repair of damage to existing materials and construction caused by:
 - 1. Installation of new products, materials, and equipment or systems.
 - 2. Relocation or reinstallation of existing products, materials, and equipment or systems.

1.2 RELATED SECTIONS

- A. Section 01 33 00 – Submittal Procedures.
- B. Section 01 35 16 – Alteration Project Procedures: Cutting and patching for alterations work.
- C. Section 01 60 00 – Product Requirements: Product options and substitutions.
- D. Divisions 02 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work, including the following:
 - 1. Cutting and patching incidental to work of the individual Section.
 - 2. Advance notification to other Sections of openings required in work of those Sections.
 - 3. Limitations on cutting structural members.
 - 4. Patching of fire-rated construction.

1.3 SUBMITTALS

- A. Submit written request in advance of cutting or patching which affects:
 - 1. Utility services and mechanical/electrical systems.
 - 2. Operational elements.
 - 3. Visual qualities of sight exposed elements.
 - 4. Existing structural elements.
 - 5. Efficiency, maintenance, or safety of element.
 - 6. Work of Owner or separate contractor.
- B. Include in request:
 - 1. Identification of Project.
 - 2. Location and description of affected Work.
 - 3. Necessity for cutting or patching.
 - 4. Description of proposed Work and products to be used.
 - 5. Alternatives to cutting and patching.

6. List of services and systems that will be temporarily out of service and length of disruption.
7. List of services and systems that will be relocated.
8. Reinforcement to structural elements, with details and engineering calculations showing integration of reinforcement with original structure.
9. Effect on work of Owner or separate contractor.
10. Written permission of affected separate contractor.
11. Date and time the work will be executed.

C. Architect's and Owner's Approval: Obtain approval of cutting and patching submittals before commencing cutting and patching work. Approval does not waive the right to require removal and replacement of unsatisfactory work.

1.4 DEFINITIONS

- A. Cutting: Removal of in-place construction for installation or performance of other Work.
- B. Patching: Repair work required for restoration of damaged surfaces to original condition after installation of other Work.

1.5 QUALITY ASSURANCE

- A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or results in increased maintenance or decreased operational life or safety.
- C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching work, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.6 WARRANTY

- A. Existing Applicable Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by appropriate methods and with suitable materials so that existing applicable warranties are not voided.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Primary Products: Those required for original installation.
- B. Product Substitution: For any proposed change in materials, submit request for substitution as specified in Section 01 60 00.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing work, assess conditions affecting performance of Work.
- C. Beginning of cutting or patching means acceptance of existing conditions.
- D. Identify hazardous substances or conditions exposed during the Work to Architect for decision or remedy.

3.2 PREPARATION

- A. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.
- B. Provide protection from elements for areas which may be exposed by uncovering Work.

3.3 CUTTING

- A. Execute cutting and fitting to complete the Work.
- B. Uncover in-place Work to reinstall improperly sequenced Work.
- C. Remove and replace defective or non-conforming Work.
- D. Obtain material samples of installed Work for testing, when requested.
- E. Provide openings in the Work for penetration of mechanical and electrical work.
- F. Employ experienced installer to perform cutting of surfaces exposed to view.
- G. Cut rigid materials in straight, true and parallel or perpendicular lines.
- H. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
- I. Cut masonry and concrete materials using masonry saw or core drill.
- J. Pneumatic tools are not allowed without prior approval from Architect and Owner.
- K. Mechanical and Electrical Services: Cut off conduit in walls or partitions to be removed. Cap, plug and seal remaining portion of conduit to prevent entrance of moisture or other foreign matter after cutting.

3.4 PATCHING

- A. Execute patching to complement adjacent Work.
- B. Fit products together to integrate with other Work.
- C. Execute Work by appropriate methods to avoid damage to other Work and to provide surfaces suitable for patching and finishing.

- D. Employ experienced installer to perform patching of surfaces exposed to view.
- E. Restore Work with new materials and products in accordance with requirements of the Contract Documents.
- F. Fit Work tight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- G. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- H. At penetrations of fire rated walls, partitions, ceiling or floor construction, completely seal voids with fire rated material to full thickness of the penetrated element. Firestopping shall meet or exceed the fire rating of the assembly in which it is installed. Refer to Section 07 84 00.
- I. Fire rated assemblies disturbed or damaged during construction shall be repaired to pre-construction condition using like materials.
- J. Refinish surfaces to match adjacent finish in all respects (type, texture, thickness, color, etc.). For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

3.5 CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION

SECTION 02 41 00

DEMOLITION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Removal of designated construction.
- B. Identification of utilities.
- C. Demolition requirements.

1.2 RELATED SECTIONS

- A. Division 01 Sections, as applicable.

1.3 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Division 01.
- B. Accurately record actual locations of capped utilities and subsurface obstructions.

1.4 REGULATORY REQUIREMENTS

- A. Perform work of this Section under provisions of CBC Chapter 33, CFC Chapter 33, and NFPA 241 for demolition work, safety of structure, dust control and safety of occupants.
- B. Obtain required permits from authorities.
- C. Do not close or obstruct egress width to exits.
- D. Do not disable or disrupt building fire or life safety systems without three-day prior written notice to Owner.
- E. Conform to procedures applicable when discovering hazardous or contaminated materials.

1.5 SCHEDULING

- A. Schedule work under the provisions of Division 01.
- B. Describe demolition removal procedures and schedule.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.1 PREPARATION

- A. Provide, erect, and maintain temporary barriers as required.

- B. Erect and maintain temporary partitions to prevent spread of dust, odors, and noise to adjoining facilities.
- C. Protect existing materials and finishes that are not scheduled or otherwise required to be demolished.
- D. Mark location of utilities.

3.2 DEMOLITION REQUIREMENTS

- A. Conduct demolition to minimize interference with adjacent and occupied buildings.
- B. Maintain protected egress and access to the Work.

3.3 DEMOLITION

- A. Refer to Drawings for specific items to be demolished.
- B. Disconnect, remove, cap, and identify designated utilities within demolition areas.
- C. Demolish in an orderly and careful manner. Protect existing supporting structural members and materials.
- D. Except where noted otherwise, remove demolished materials from site. Do not bury or burn materials on site.
- E. Remove demolished materials from site as Work progresses. Upon completion of Work, leave areas in clean condition.
- F. Remove temporary Work.

END OF SECTION

SECTION 11 61 85

PRODUCTION LIGHTING FIXTURES INSTALLATION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Services as listed herein and related to the preparation, installation, and commissioning of Owner Furnished production lighting fixtures, cable, and accessories for turnkey theatre operation.
2. Services also include furnishing power cables as described herein for use in the lighting plot hang.

1.2 REFERENCES

- A. Comply with all national, state and local regulations. In the event of conflict between these specifications and the applicable regulations, the more stringent shall govern.
- B. Equipment shall be provided per the related trade and regulatory guidelines including but not limited to UL, CEC, IEEE, and all manufacturer's recommendations and requirements. Contractor shall be responsible in the event that work under their control voids or jeopardizes manufacturers' warranties.
- C. Labor shall be provided per applicable labor regulations and practices.

1.3 DEFINITIONS

- A. Refer to Div. 1 for definitions.
- B. Owner Representative: For the scope in this Section, authorized personnel representing the Owner and The Shalleck Collaborative, Inc., Theatre Consultants.

1.4 SYSTEM DESCRIPTION

- A. Prepare Owner Furnished Production Lighting fixtures, cable, and accessories for installation at the Terra Linda High School Black Box, and subsequently install in a light plot as described herein.
 1. The fixtures designated as "Lumenpulse" heads are existing on site, and this scope of work includes moving them from their current locations to the new locations shown on the light plot. Quantity: 48 fixtures.
 - a. Provide new power extension cables as specified herein for repositioning these fixtures while maintaining connection to the existing Lumenpulse system power/data receptacles.
 2. Any fixtures not designated as "Lumenpulse", along with accessories and cables as shown in Appendix A, will be Owner Furnished as new in box equipment.

1.5 CURRENT TECHNOLOGY

- A. Only the most current hardware and software shall be provided. In no case will discontinued or superseded products be acceptable. If the manufacturer has developed and successfully

released products that meet or exceed the criteria within this specification, the Contractor shall notify the Owner Representative and submit the new product for review. If accepted, the products will be provided at no additional cost to the Owner. Software upgrades and authorized support services for its proper integration into the system shall be provided at no cost to the Owner throughout the warranty period.

- B. In the event of known product defaults or recall, the Contractor shall immediately notify the Owner and Owner Representative and make immediate arrangements for remedy.
- C. None of the stipulations herein shall be grounds for revision to the project schedule.
- D. See related procedures under Warranties in this Section.

1.6 SUBSTITUTIONS

- A. All requests for substitutions from the specified materials, assemblies or related services shall be submitted for review by the Owner Representative prior to bid. Substitution requests made after bid shall be neither reviewed nor accepted. Requests shall be made in accordance with Division 1 of the specifications, and in a timely fashion so as to not affect the project schedule in either case of the substitution being accepted or rejected.
 - 1. Owner Representative may reject any proposal for any substitution at their sole discretion and without reason or justification.
- B. Documentation for the substitution shall be submitted with supporting material and shall include the related information for the item as specified so that equivalence can be demonstrated. The burden of proof rests solely upon the Contractor. The Owner Representative shall be the sole evaluator of the fitness of the substitution.
- C. All expenses related to the substitution including, but not limited to, all fees and expenses incurred in the evaluation of the substitution, and any effect on the costs and schedule of other trades whether or not the substitution is accepted, shall be borne by the Contractor.

1.7 SUBMITTALS

- A. Submittals shall be made in accordance with Division 1.
- B. If permitted under Division 1, all submittals shall be made in electronic format.
 - 1. Files shall be in .pdf format and submitted via email or download link.
- C. Submittals shall be made in a timely fashion so as to not affect the project schedule and shall allow for adequate time for review and resubmittal. Partial submittals shall not be acceptable and shall be returned without review.
- D. Submittals shall be reviewed, and field dimensions verified prior to commencing acquisition for, and fabrication of the work in this section. All services and parts of the work in this section shall be verified through the submittal process.
- E. Product Data
 - 1. Submit data sheets for all standard component parts, which shall include all information necessary to verify compliance with this Section.
- F. Lighting Plot Paperwork
 - 1. Provide the following:

- a. Complete channel and DMX address assignments added to the framework laid out in the Lighting Fixture Schedule provided in Appendix B.
- b. Channel schedule listing all fixtures by channel.
- c. Magic Sheet
 - 1) Digital proof shall be provided for review prior to programming into the lighting console

G. Record Documents:

1. At time of final acceptance, submit regulatory listings and certifications as required by prevailing building codes.
2. Within 30 days, submit "as built" submittals including shop drawings, product data, operations and instructions manuals for all products provided, care and maintenance instructions, service line and online contacts and warranty documents. Provide Digital versions on USB memory Drive
3. Provide hard copies of the completed instrument schedule, channel schedule, and magic sheet.

1.8 WARRANTY

- A. Warranty shall provide coverage of material and product defects and assembly workmanship or installation for a period of two years following the date of acceptance by the Owner.
- B. Items under warranty shall be serviced to the satisfaction of the Owner with 14 days of notification to the Contractor. If warranty claims are not serviced to the satisfaction of the Owner within the 14-day period, the Contractor shall bear all costs that arise as a result of the delay, including, but not limited to, the use of temporary replacement components, additional Owner's staffing or overtime, shipping, and cancelled uses or performances.

1.9 QUALITY ASSURANCE

- A. Equipment in this Section shall be provided by specialty subcontractors and manufacturers meeting the qualifications listed herein.
- B. Specialty subcontractors shall have been continuously engaged in the sales and integration of lighting equipment similar to that specified herein for a minimum of ten years.
 1. Manufacturer shall have been continuously engaged in the manufacturing of lighting equipment similar to that specified herein for a minimum of ten years.
- C. Specialty suppliers shall have at time of bid, and continuously maintain throughout the project and warranty period, a specialty Contractor's license appropriate for the work in this Section.
- D. Specialty subcontractors shall have within their employ manufacturer's factory authorized field services technicians, within a four-hour travel distance from the Project site.
- E. All equipment shall be UL listed and bear the appropriate labels.

1.10 DELIVERY, STORAGE AND HANDLING

- A. Packing shall prevent damage to the equipment during transit. Costs to repair or replace all equipment damaged during the contract services shall be borne by the Contractor.

- B. Do not deliver materials in this Section until building is ready for installation. Contractor is responsible for properly sequencing the work and protecting equipment from damage during delivery, handling, storage and installation.
- C. Contractor is responsible to coordinate and provide secure and protected storage as required for the execution of the Contract.
 - 1. Equipment shall not be delivered to the project site until the site is suitably clean and the Owner is ready for the work to occur. The contractor shall provide and maintain complete protection of all equipment until the installation has been accepted by the Owner. The Contractor shall thoroughly clean and remove any dirt or dust that infiltrates system components and shall be responsible for timely replacement of any damaged components.

1.11 PROJECT CONDITIONS

- A. Defects in the field which may impact the work in this Section shall be reported to the Owner Representative and corrected in accordance with the requirements of the applicable Section of work prior to commencement of the work in this Section.

PART 2 - PRODUCTS

2.1 PRE-APPROVED SPECIALTY SUBCONTRACTORS

- A. The following production systems specialty subcontractors have been pre-approved for bidding for the work in this section:

DTC Grip & Electric Inc
1280 65th St
Emeryville, CA 94608
Tel. (510) 595-0770 ext. 111
Contact: Tony Morales
Email: tony@dtcgrip.com

Felix Lighting
483 Valley Drive
Brisbane, CA 94005
Tel. (925) 518-4606
Contact : Madison Mulligan
Email : m.mulligan@felixlighting.com

Musson Theatrical
890 Walsh Ave
Santa Clara, CA 95050
Tel. (408) 986-0210
Contact: Dave Rimerman
Email: dave@musson.com

- B. All other specialty subcontractors must be approved prior to bid. Other contractors seeking acceptance must submit the following information at least 2 weeks prior to the bid opening date. Approval of contractors will be by addenda. Failure to submit any of the required information will automatically disqualify the contractor from consideration of approval.

1. A listing of five equivalent installations including:
 - a. Name, address and telephone number of Owner.
 - b. Name, address and telephone number of Owner Consultant.
 - c. Scope of work.
 - d. A brief written description of the contractor's operation including facilities, financial capabilities, and experience of key personnel.
 - e. A statement from a bonding company agreeing to provide the required bonds in the amount required for the project.
 - f. Documentation necessary to show compliance with Quality Assurance, above

C. Permission to bid does not imply acceptance of the specialty subcontractors. It is the sole responsibility of the contractor for this Section to ensure that any price quotations received, and submittals made, are for control systems that meet or exceed the specifications.

2.2 MATERIALS

A. All components supplied under this Section shall be new. Used or factory reconditioned components shall not be acceptable.

2.3 POWER EXTENSION CABLES

A. Provide power extension cables for the repositioning of the Lumenpulse fixtures.

1. Cable and connectors shall be black.

B. Provide

1. Qty 31 @ 10' extension cables; NEMA 5-15
2. Qty 17 @ 25' extension cables ; NEMA 5-15

PART 3 - EXECUTION

3.1 INSTALLATION

A. Receive fixtures, cables, and accessories from owner and prepare to a ready to hang/install state.

1. Remove and recycle all packaging from the delivery site

B. For the commissioning services as listed herein only, coordinate scheduling and access with the Contractor and Owner, and provide personnel lifts of ladders as required for access to the lighting equipment.

1. Contractor to provide channel assignments and DMX addressing information in the submittal documents for review by the Owner's Representative.

3.2 INSTALLATION- LIGHITNG PLOT

A. It shall be under the work in this section to:

1. Mount fixtures at the lighting positions as shown in the Light Plot.
2. Connect and program all fixtures into the existing ETC Element 2 console.

- a. All fixtures in appendix A shall be programmed to Universe 1 as theatrical lighting systems.
 - b. LSI / Lumenpulse fixtures to be assigned to Universe 2, and programmed as audience downlight systems.
 - c. Any fixtures or accessories listed in appendix A but not used in the light plot shall be turned over to the Owner as spares.
 3. Install all provided accessories shown in Appendix A: Lighting Fixtures and Equipment List.
 4. Focus all fixtures as directed by the Owner's representative.
 5. Provide turnkey proper and logical programming of the lighting presets of up to 10 lighting presets, developed with the Owner's representative during the training session. Presets (cues) will be programed into the console, console backup and push button stations.
 6. Provide revised and final light plot and all associated paperwork customary with a complete installed plot.
 7. Create an industry standard "Magic Sheet" that includes circuit, DMX address, system, with areas and programed into the control console.
 8. Create paperwork with industry standard Lightwright software and final as built lighting plot showing all details and hookup for all fixtures with all info so system can be reinstalled from the paperwork.
- B. Prior to installation, the contractor shall test all circuits and data lines for proper function. Report any identified issues to the Owner Representative.
- C. All lighting fixtures shall be installed following standard industry practices for safety and shall follow all manufacturers requirements and guidelines.
1. All fixtures shall have a minimum of (1) safety cable from the safety cable anchor point of the fixture or yoke, around the lighting batten.
 2. Where possible, fixtures shall be cabled using a "daisy-chain" method of installation, utilizing PowerCon, PowerCon TRUE TOP 1 and DMX extensions between fixtures.
 3. There shall be no more fixtures per circuit than recommended by manufacturers or where total number of fixtures would exceed wattage/ amperage capacity of circuit or cables used, at 80% derated, whichever is lesser.
 4. Provide DMX termination where required at the end of fixture chains.
- D. Cable installation:
1. Cable installation shall be neat and dressed and shall be subject to the approval of the Owner Representative.
 2. 5' PowerCon or PowerCon TRUE TOP 1 cables provided with the fixtures may be used for the lighting plot, any unused standard cables shall be provided to the owner in addition to the spares noted on the equipment list.
 3. All excess cable shall be mounted to the pipe in a way that minimizes their appearance from the audience's perspective, and minimizes the obstruction to future fixture additions.
 4. There shall be no swags of cables or loose cables seen below any of the lighting pipes, except cable slack needed for fixture adjustment.

5. Tie bundles with #4 uncoated black cotton tie line or Velcro, do not use zip ties.

E. Lighting plot and fixture installation:

1. Install all fixtures and accessories as shown in the light plot.
2. All fixtures shall be programmed to use the DMX profile that consumes the largest DMX range for the specific fixture type.
3. Connect all fixtures and cables to power and data receptacles.
4. Rough focus fixtures as described in light plot.
5. Adjust final focus under the direction of the Owner's representative.
6. Fixtures to be mounted and focused leaving smooth areas, shutter cuts off of the architectural features, and slightly softened focus.
7. All fixtures shall be tightened to a "locked" setting after focus is approved by the Owner's representative.

3.3 COMMISSIONING AND DEMONSTRATION

- A. Coordinate with Division 26.
- B. Upon completion of the installation, the Contractor shall notify the Owner's Representative that the system is available for formal checkout. Notification shall be provided in writing. Checkouts shall be scheduled in accordance with the Owner's Representative's schedule.
1. The Contractor shall be liable for any return visits by the Owner Representative as a result of incomplete installation or incorrect delivery or fixture malfunction upon initial inspection by owner.
- C. Make available for review by the Owner's Representative:
1. All components for physical observation and inventory.
 2. Demonstration of programmed systems as described above.
- D. Provide training as follows:
1. 2 hours with Owner's Representative during commissioning for verification of system programming and channel / address assignment preferences from submittal documentation.
 2. Provide 8 hours of Owner Training including console familiarization for the existing ETC Element 2 control console and magic sheet integration.

3.4 APPENDIX

- A. This section is incomplete without the following appendices:
1. Appendix 11 6184A: Lighting Fixtures and Equipment list
 2. Appendix 11 6184B: Instrument Schedule

END OF SECTION

Terra Linda High School Student Commons

Production Lighting Fixtures

116185-A Appendix

EQUIPMENT PROVIDED BY OWNER FOR CONTRACTOR INSTALLATION

REF	DESCRIPTION	MFR	MODEL	QTY	NOTES
	<i>Production Lighting Fixtures</i>				
1CF	LED Ellipsoidal Spotlight	ETC	ColorSource SPOT V	16	shutter barrel; black finish
2CF	LED Par Fixture	ETC	ColorSource PAR	19	Original array; black finish
3CF	LED Moving Fixture (Profile)	High End Systems	Lonestar	1	
4CF	Moving Mirror	Rosco	iCue	2	With one compatible power supply
	<i>Production Lighting Fixture Lenses</i>				
1L	LED Ellipsoidal spotlight lens - 50 deg	ETC	450EDLT	16	Enhanced Definition LED Lens Tube
2L	PAR Lenses- Medium- Round		SELRM-7.5	19	
	<i>Spares & Fixture Add-ons</i>				
1SP	Twist Lock Connector, Plug (for field replacement)	Contractor	Contractor	3	
2SP	C-Clamp	Contractor	Contractor	A/R	1.1 x number of fixtures (10% spares)
3SP	Safety Cable, Black	Contractor	Contractor	A/R	1.1 x number of fixtures (10% spares)
	<i>Accessories</i>				
1ACC	Barn Door, PAR	City Theatrical	Barn Door	10	4-leaf Barn Door
2ACC	Gel Frame Ellipsoidal	City Theatrical	Gel Frame	16	6.25" x 6.25"
3ACC	Smooth Wash Diffuser	ETC	S4:ED-SWD6	16	Install in all Spotlight fixtures
4ACC	"Cadillac" Style Road Case	Calzone/Anvil	Strongbox	1	Full Size

116185-A Appendix

[illegible]

Terra Linda High School Student Commons

Production Lighting Fixtures

116185B - Instrument Schedule

Notes: "A/R" = As Required

UNIT #	PURPOSE	INSTRUMENT TYPE	CHANNEL	NOTES
			Universe 1	
1st Electric				
1	Front Side Light	ETC ColorSource Spot V - 50deg		
2	Front Light SR	ETC ColorSource Spot V - 50deg		
3	Front Light Center	ETC ColorSource Spot V - 50deg		
4	Unassigned Special	ETC ColorSource Spot V - 50deg		
5	Front Light SL	ETC ColorSource Spot V - 50deg		
6	Front Side Light	ETC ColorSource Spot V - 50deg		
2nd Electric				
1	Front Side Light	ETC ColorSource Spot V - 50deg		
2	Front Fill	ETC ColorSource PAR - Medium Round Lens		
3	Front Light SR	ETC ColorSource Spot V - 50deg		
4	Front Fill	ETC ColorSource PAR - Medium Round Lens		
5	Front Light Center	ETC ColorSource Spot V - 50deg		
6	Unassigned Special	ETC ColorSource Spot V - 50deg		
7	Front Fill	ETC ColorSource PAR - Medium Round Lens		
8	Front Light SL	ETC ColorSource Spot V - 50deg		
9	Front Fill	ETC ColorSource PAR - Medium Round Lens		
10	Front Side Light	ETC ColorSource Spot V - 50deg		
3rd Electric				
1	Side Light	ETC ColorSource Spot V - 50deg		
2	Top / Down Light	ETC ColorSource PAR - Medium Round Lens		
3	Unassigned Special	ETC ColorSource Spot V - 50deg		with iCue moving mirror
4	Top / Down Light	ETC ColorSource PAR - Medium Round Lens		
5	Top / Down Light	ETC ColorSource PAR - Medium Round Lens		
6	Top / Down Light	ETC ColorSource PAR - Medium Round Lens		
7	Unassigned Special	ETC ColorSource Spot V - 50deg		with iCue moving mirror
8	Top / Down Light	ETC ColorSource PAR - Medium Round Lens		
9	Side Light	ETC ColorSource Spot V - 50deg		

Terra Linda High School Student Commons**Production Lighting Fixtures****116185B - Instrument Schedule****Notes:** "A/R" = As Required

UNIT #	PURPOSE	INSTRUMENT TYPE	CHANNEL	NOTES
4th Electric				
1	Top / Down Light	ETC ColorSource PAR - Medium Round Lens		
2	Top / Down Light	ETC ColorSource PAR - Medium Round Lens		
3	Top / Down Light	ETC ColorSource PAR - Medium Round Lens		
4	Top / Down Light	ETC ColorSource PAR - Medium Round Lens		
5	Top / Down Light	ETC ColorSource PAR - Medium Round Lens		
5th Electric				
1	Backlight	ETC ColorSource PAR - Medium Round Lens		
2	Backlight	ETC ColorSource PAR - Medium Round Lens		
3	Backlight	ETC ColorSource PAR - Medium Round Lens		
4	Backlight	ETC ColorSource PAR - Medium Round Lens		
5	Backlight	ETC ColorSource PAR - Medium Round Lens		
Perimeter				
48	Top / Down Light	Lumenpulse fixtures, in quantity and location as shown in the lighting plot. Move from current locations in room and extend cabling to existing Lumenpulse system power/data receptacles. Space evenly to provide audience downlight at risers. Program as 3 separate "zones" related to 3 seating bank areas, below.		

General Notes:

10 @ 7-1/2" Barndoors are available for the PARs. Coordinate with Owner's Representative on site for fixtures which receive this

1 @ Lonestar moving head is available. Coordinate with Owner's Representative on site for location of this fixture.

ARCHITECTURE
ENGINEERING
PLANNING
INTERIORS
SUSTAINABILITY
GRAPHICS

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320 NOVA ALBION WAY
SAN RAFAEL, CA 94903

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Sacramento CA 95818
P 916.558.1900
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CONSULTANT

BID SET SEPTEMBER 25, 2024

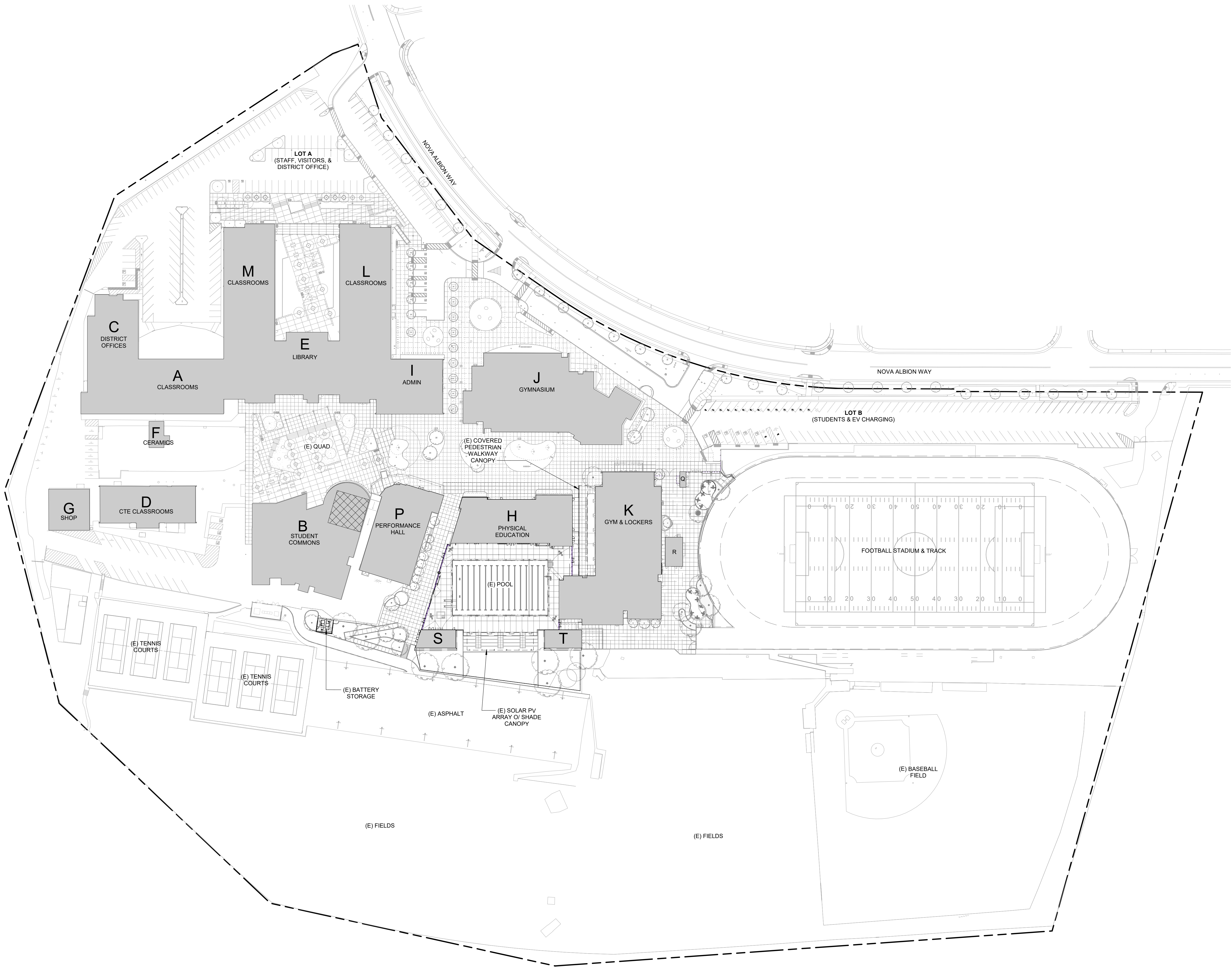
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0 1/4" 1/2" 1"

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1 OVERALL SITE PLAN
SCALE: 1" = 60'-0"

GENERAL NOTES

1. NONE.

PHASING SITE PLAN LEGEND

- LIMITS OF ARCHITECTURAL SCOPE OF WORK
- - - PROPERTY LINE
- (E) BUILDING AREA
- PORTION OF (E) BUILDING MODERNIZED UNDER SCOPE OF INCREMENT 1

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PROJECT
TERRA LINDA HIGH SCHOOL
THEATER LIGHTING

320 NOVA ALBION WAY
SAN RAFAEL, CA 94903

CLIENT
SAN RAFAEL CITY SCHOOLS

310 NOVA ALBION WAY SAN RAFAEL, CA 94903

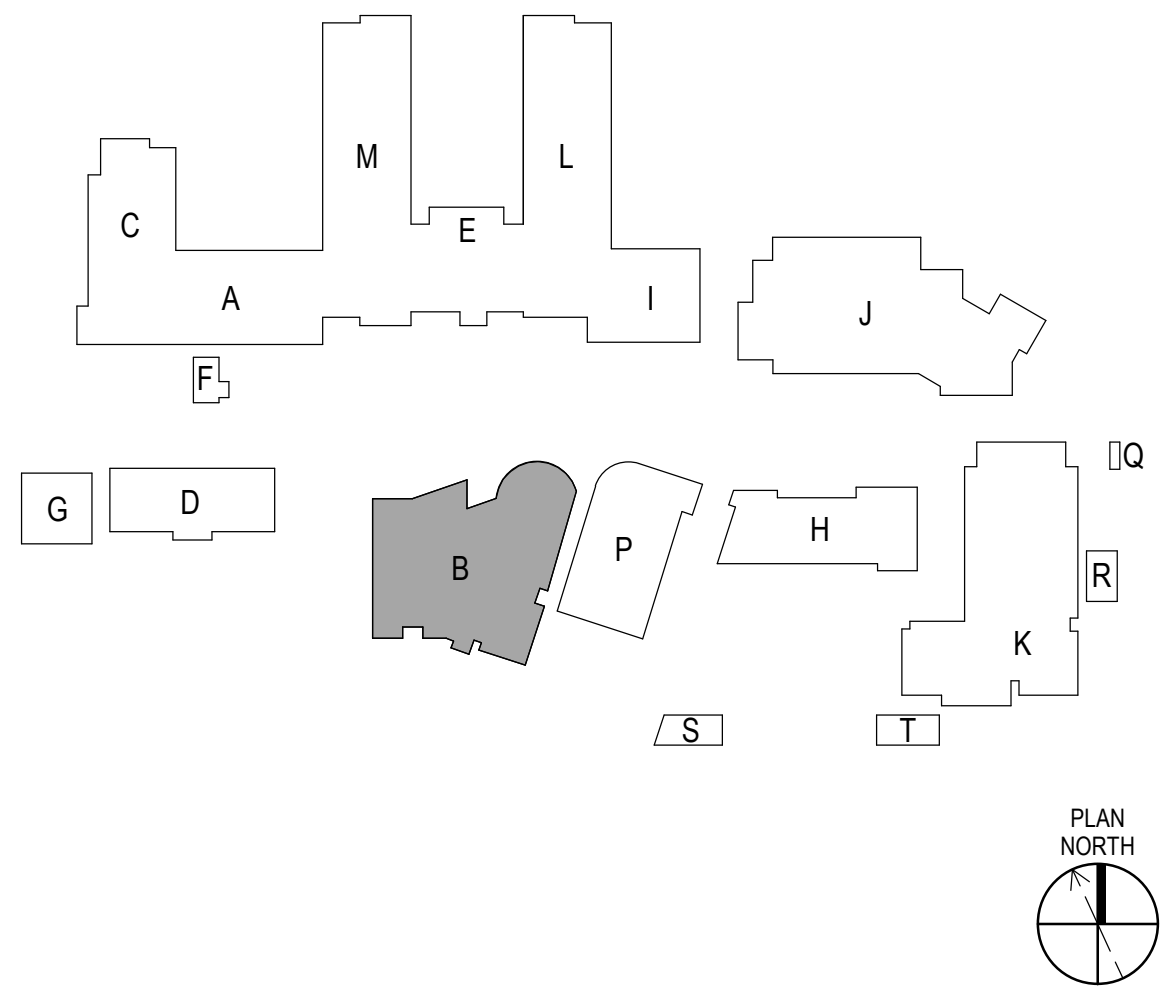
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MARK	DATE	DESCRIPTION
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MANAGEMENT

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KEY PLAN



TITLE
OVERALL SITE PLAN

SHEET

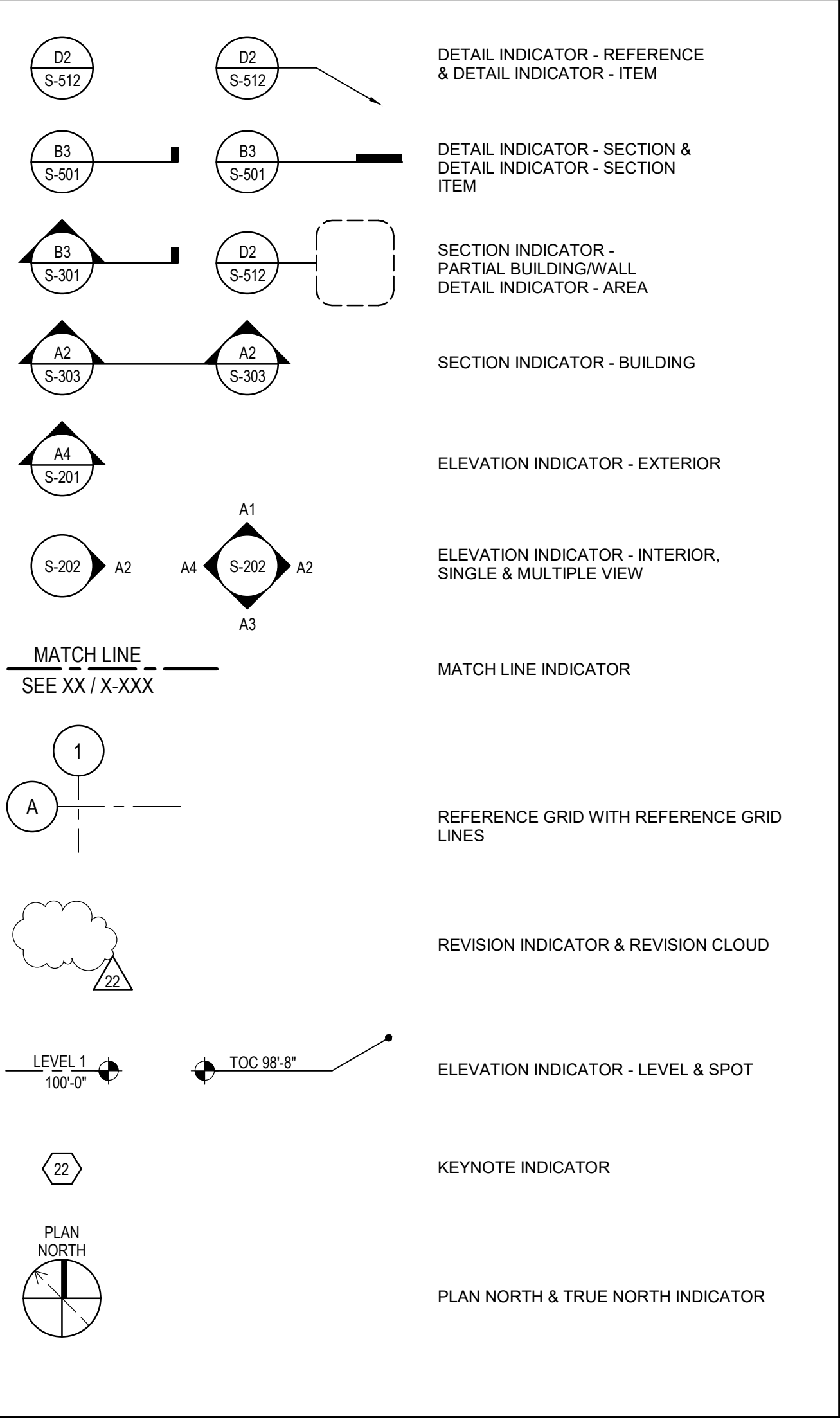
G-100

0 1/4" 1/2" 1" 2" 3" 4" 5" 6" 7" 8" 9" 10" 11" 12" 13" 14" 15" 16" 17" 18" 19" 20" 21" 22" 23" 24" 25" 26" 27" 28" 29" 30" 31" 32" 33" 34" 35" 36" 37" 38" 39" 40" 41" 42" 43" 44" 45" 46" 47" 48" 49" 50" 51" 52" 53" 54" 55" 56" 57" 58" 59" 60" 61" 62" 63" 64" 65" 66" 67" 68" 69" 70" 71" 72" 73" 74" 75" 76" 77" 78" 79" 80" 81" 82" 83" 84" 85" 86" 87" 88" 89" 90" 91" 92" 93" 94" 95" 96" 97" 98" 99" 100" 101" 102" 103" 104" 105" 106" 107" 108" 109" 110" 111" 112" 113" 114" 115" 116" 117" 118" 119" 120" 121" 122" 123" 124" 125" 126" 127" 128" 129" 130" 131" 132" 133" 134" 135" 136" 137" 138" 139" 140" 141" 142" 143" 144" 145" 146" 147" 148" 149" 150" 151" 152" 153" 154" 155" 156" 157" 158" 159" 160" 161" 162" 163" 164" 165" 166" 167" 168" 169" 170" 171" 172" 173" 174" 175" 176" 177" 178" 179" 180" 181" 182" 183" 184" 185" 186" 187" 188" 189" 190" 191" 192" 193" 194" 195" 196" 197" 198" 199" 200" 201" 202" 203" 204" 205" 206" 207" 208" 209" 210" 211" 212" 213" 214" 215" 216" 217" 218" 219" 220" 221" 222" 223" 224" 225" 226" 227" 228" 229" 230" 231" 232" 233" 234" 235" 236" 237" 238" 239" 240" 241" 242" 243" 244" 245" 246" 247" 248" 249" 250" 251" 252" 253" 254" 255" 256" 257" 258" 259" 260" 261" 262" 263" 264" 265" 266" 267" 268" 269" 270" 271" 272" 273" 274" 275" 276" 277" 278" 279" 280" 281" 282" 283" 284" 285" 286" 287" 288" 289" 290" 291" 292" 293" 294" 295" 296" 297" 298" 299" 300" 301" 302" 303" 304" 305" 306" 307" 308" 309" 310" 311" 312" 313" 314" 315" 316" 317" 318" 319" 320" 321" 322" 323" 324" 325" 326" 327" 328" 329" 330" 331" 332" 333" 334" 335" 336" 337" 338" 339" 340" 341" 342" 343" 344" 345" 346" 347" 348" 349" 350" 351" 352" 353" 354" 355" 356" 357" 358" 359" 360" 361" 362" 363" 364" 365" 366" 367" 368" 369" 370" 371" 372" 373" 374" 375" 376" 377" 378" 379" 380" 381" 382" 383" 384" 385" 386" 387" 388" 389" 390" 391" 392" 393" 394" 395" 396" 397" 398" 399" 400" 401" 402" 403" 404" 405" 406" 407" 408" 409" 410" 411" 412" 413" 414" 415" 416" 417" 418" 419" 420" 421" 422" 423" 424" 425" 426" 427" 428" 429" 430" 431" 432" 433" 434" 435" 436" 437" 438" 439" 440" 441" 442" 443" 444" 445" 446" 447" 448" 449" 450" 451" 452" 453" 454" 455" 456" 457" 458" 459" 460" 461" 462" 463" 464" 465" 466" 467" 468" 469" 470" 471" 472" 473" 474" 475" 476" 477" 478" 479" 480" 481" 482" 483" 484" 485" 486" 487" 488" 489" 490" 491" 492" 493" 494" 495" 496" 497" 498" 499" 500" 501" 502" 503" 504" 505" 506" 507" 508" 509" 510" 511" 512" 513" 514" 515" 516" 517" 518" 519" 520" 521" 522" 523" 524" 525" 526" 527" 528" 529" 530" 531" 532" 533" 534" 535" 536" 537" 538" 539" 540" 541" 542" 543" 544" 545" 546" 547" 548" 549" 550" 551" 552" 553" 554" 555" 556" 557" 558" 559" 560" 561" 562" 563" 564" 565" 566" 567" 568" 569" 570" 571" 572" 573" 574" 575" 576" 577" 578" 579" 580" 581" 582" 583" 584" 585" 586" 587" 588" 589" 590" 591" 592" 593" 594" 595" 596" 597" 598" 599" 600" 601" 602" 603" 604" 605" 606" 607" 608" 609" 610" 611" 612" 613" 614" 615" 616" 617" 618" 619" 620" 621" 622" 623" 624" 625" 626" 627" 628" 629" 630" 631" 632" 633" 634" 635" 636" 637" 638" 639" 640" 641" 642" 643" 644" 645" 646" 647" 648" 649" 650" 651" 652" 653" 654" 655" 656" 657" 658" 659" 660" 661" 662" 663" 664" 665" 666" 667" 668" 669" 670" 671" 672" 673" 674" 675" 676" 677" 678" 679" 680" 681" 682" 683" 684" 685" 686" 687" 688" 689" 690" 691" 692" 693" 694" 695" 696" 697" 698" 699" 700" 701" 702" 703" 704" 705" 706" 707" 708" 709" 710" 711" 712" 713" 714" 715" 716" 717" 718" 719" 720" 721" 722" 723" 724" 725" 726" 727" 728" 729" 730" 731" 732" 733" 734" 735" 736" 737" 738" 739" 740" 741" 742" 743" 744" 745" 746" 747" 748" 749" 750" 751" 752" 753" 754" 755" 756" 757" 758" 759" 760" 761" 762" 763" 764" 765" 766" 767" 768" 769" 770" 771" 772" 773" 774" 775" 776" 777" 778" 779" 780" 781" 782" 783" 784" 785" 786" 787" 788" 789" 790" 791" 792" 793" 794" 795" 796" 797" 798" 799" 800" 801" 802" 803" 804" 805" 806" 807" 808" 809" 810" 811" 812" 813" 814" 815" 816" 817" 818" 819" 820" 821" 822" 823" 824" 825" 826" 827" 828" 829" 830" 831" 832" 833" 834" 835" 836" 837" 838" 839" 840" 841" 842" 843" 844" 845" 846" 847" 848" 849" 850" 851" 852" 853" 854" 855" 856" 857" 858" 859" 860" 861" 862" 863" 864" 865" 866" 867" 868" 869" 870" 871" 872" 873" 874" 875" 876" 877" 878" 879" 880" 881" 882" 883" 884" 885" 886" 887" 888" 889" 890" 891" 892" 893" 894" 895" 896" 897" 898" 899" 900" 901" 902" 903" 904" 905" 906" 907" 908" 909" 910" 911" 912" 913" 914" 915" 916" 917" 918" 919" 920" 921" 922" 923" 924" 925" 926" 927" 928" 929" 930" 931" 932" 933" 934" 935" 936" 937" 938" 939" 940" 941" 942" 943" 944" 945" 946" 947" 948" 949" 950" 951" 952" 953" 954" 955" 956" 957" 958" 959" 960" 961" 962" 963" 964" 965" 966" 967" 968" 969" 970" 971" 972" 973" 974" 975" 976" 977" 978" 979" 980" 981" 982" 983" 984" 985" 986" 987" 988" 989" 990" 991" 992" 993" 994" 995" 996" 997" 998" 999" 1000

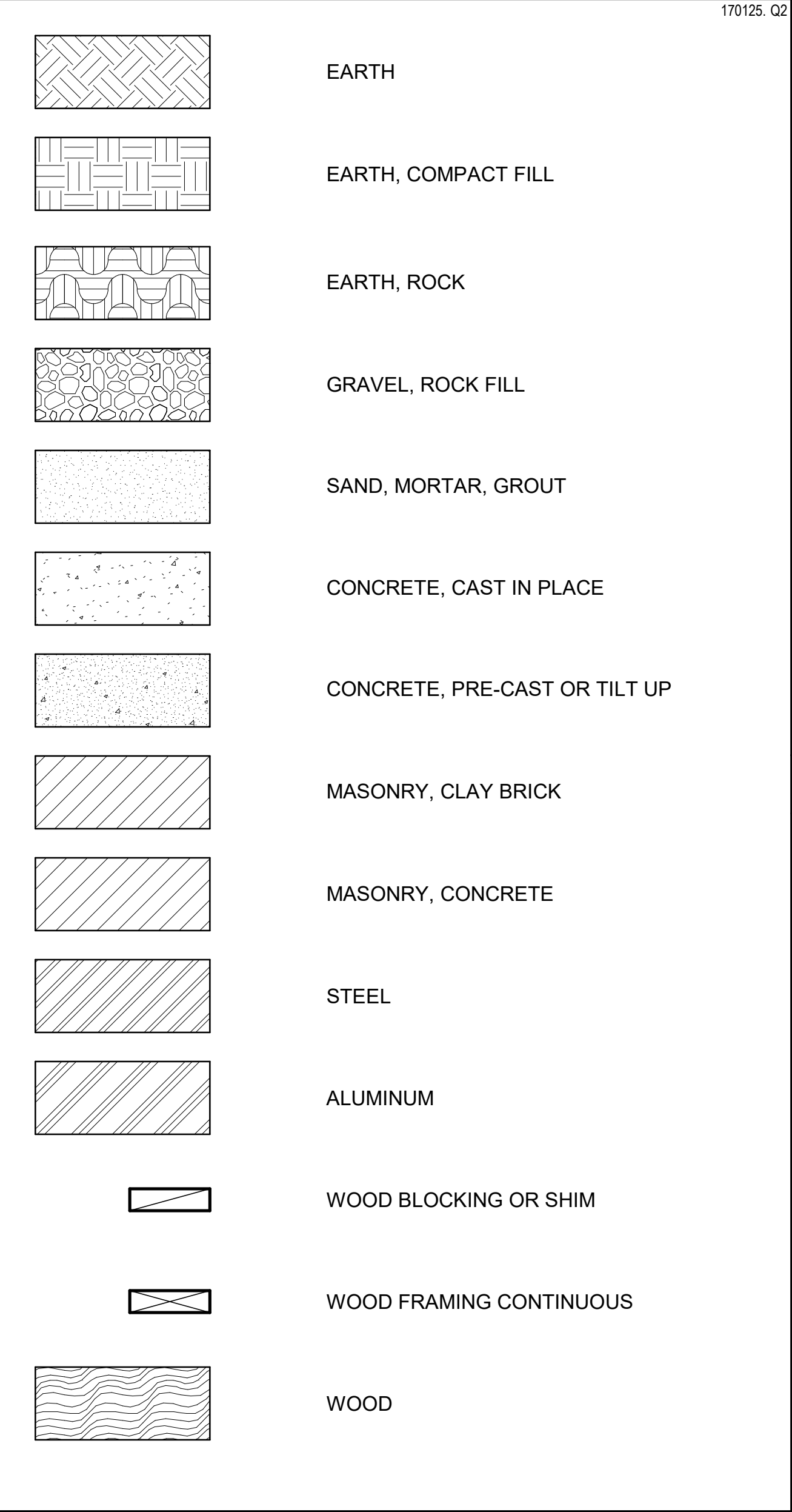
STRUCTURAL ABBREVIATIONS LEGEND

SEE UNITED STATES NATIONAL CAD STANDARD FOR ANY ABBREVIATIONS NOT LISTED BELOW. SEE BUILDING CODE FOR REFERENCED DESIGN AND MATERIALS SYMBOLS, ACRONYMS & NOTATIONS.	
&	AND
AT	EXISTING
(E)	EXISTING
+	FOOT, FEET
"	INCH, INCHES
#	NUMBER, POUND
A/E	ARCHITECT / ENGINEER
AB	ANCHOR BOLT
ABV	ABOVE
ADDL	ADDITIONAL
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AFS	ABOVE FINISHED SLAB
ALT	ALTERNATE
ALUM	ALUMINUM
APPROX	APPROXIMATE
ARCH	ARCHITECT
ATR	ALL THREAD ROD
BFF	BELOW FINISH FLOOR
BK	BLOCKING
BLDG	BUILDING
BLKG	BLOCKING
BLW	BELOW
BM	BEAM
BMU	BRICK MASONRY UNIT
BN	BOUNDARY NAIL
BOS	BOTTOM OF STEEL
BOT	BOTTOM
BTWN	BETWEEN
C	CAMBER, CHANNEL
CB	CARRIAGE BOLT
CBC	CALIFORNIA BUILDING CODE
CFSF	COLD-FORMED STEEL FRAMING
CG	CENTER OF GRAVITY
CJ	CONSTRUCTION JOINT
CJP	COMPLETE JOINT PENETRATION
CL	CENTER LINE
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
COL	COLUMN
CONC	CONCRETE
CONN	CONNECT, CONNECTION
CONT	CONTINUE, CONTINUOUS
CRS	COLD ROLLED STEEL
CRK	COUNTER SUNK
CTR	CENTER
D	PENNY (NAIL), DEEP, DEPTH
DBL	DOUBLE
DCW	DEMAND CRITICAL WELD
DEG	DEGREE
DEMO	DEMOLITION
DET	DETAIL
DI	DIAMETER
DIA	DIAGONAL
DIM	DIMENSION
DJ	DOWEL JOINT
DL	DEAD LOAD
DO	DOWN, DO, COVER
DOUG FIR	DOUGLAS FIR
DWG	DRAWING
DWL	DOWEL
E	EACH
EA	EACH END
EJ	EACH FACE
EF	EXPANSION JOINT
EL	ELEVATION
ELEC	ELECTRIC, ELECTRICAL
ELEV	ELEVATOR
EMBD	EMBEDMENT
EN	EDGE NAIL
EOS	EDGE OF SLAB
EQ	EQUAL, EQUALLY
ES	EACH SIDE
EW	EACH WAY
EXT	EXTERIOR
F/F	FACE TO FACE
FA	FRAMING ANGLE
FB	FLAT BAR
FDN	FOUNDATION
FIN	FINISH
FLG	FLANGE
FLR	FLOOR
FMH	FACE-MOUNT JOIST HANGER
FN	FIELD NAIL
FOC	FACE OF CONCRETE/CURB
FOF	FACE OF FINISH
FOM	FACE OF MASONRY
FOS	FACE OF STUD
FOW	FACE OF WALL
FRMG	FRAMING
FRTW	FIRE RETARDANT TREATED WOOD
FS	FAR SIDE
FT	FEET, FOOT
FTG	FOOTING
FURG	FURRING
GA	GRADE
GALV	GALVANIZED
GLB	GLUED LAMINATED BEAM
GR	GRADE
H	HIGH, HEIGHT
HDR	HEADER
HGR	HANGER
HLDN	HOLD DOWN
HORIZ	HORIZONTAL
HS	HIGH STRENGTH
HSB	HIGH STRENGTH BOLT
HSS	HOLLOW STRUCTURAL SECTION
HT	HEIGHT
ICC	INTERNATIONAL CODE COUNCIL
ID	INSIDE DIAMETER
IJ	ISOLATION JOINT
INFO	INFORMATION
INT	INTERIOR
IR	INSIDE RADIUS
JH	JOIST HANGER
JT	JOINT
L	ANGLE, LONG, LENGTH
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LONG	LONGITUDINAL
LS	LAS SCREW
LWC	LIGHT WEIGHT CONCRETE
LX	MAXIMUM
MB	MACHINE BOLT
MC	MISCELLANEOUS CHANNEL
MCJ	MASONRY CONTROL JOINT
MDJ	MASONRY DOWEL JOINT
MECH	MECHANICAL
MEJ	MASONRY EXPANSION JOINT
MFR	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
MKJ	MASONRY KEY JOINT
MRJ	MASONRY RAKE JOINT
NA	NOT APPLICABLE
NF	NEAR FACE
NIC	NOT IN CONTACT
NTS	NOT TO SCALE
NWC	NORMAL WEIGHT CONCRETE
O/	OVER
OC	ON CENTER
OD	OUTSIDE DIAMETER
OPH	OPPOSITE HAND
OPNG	OPENING
OPP	OPPOSITE
OR	OUTSIDE RADIUS
PAF	POWER ACTUATED FASTENER
PCC	PRECAST CONCRETE
PCF	POUNDS PER CUBIC FOOT
PJP	PARTIAL JOINT PENETRATION
PL	PLATE, PROPERTY LINE
PLF	POUNDS PER LINEAR FOOT
PREFAB	PREFABRICATE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSY	PRESERVATIVE TREATED WOOD
QTY	QUANTITY
R	RADIUS, RISER
REBAR	REINFORCING STEEL BAR
REINF	REINFORCE, REINFORCING
REQ	REQUIRE, REQUIRED
RO	ROUND
RO	ROUGH OPENING
RS	ROUGH SAWN
RWD	REDWOOD
S	SPACED, SPACING, SPLICE, STEP
SAD	SEE ARCHITECTURAL DRAWINGS
SCHED	SCHEDULE
SDST	SELF-DRILLING SELF-TAPPING
SE	STRUCTURAL ENGINEER
SECT	SECTION
SFRS	SEISMIC FORCE RESISTING SYSTEM
SHTHG	SHEATHING
SH	SIMILAR
SHR	SHRINKAGE JOINT
SL	SNOW LOAD
SP	STRUCTURAL PANEL
SPEC	SPECIFICATION
SQ	SQUARE
SST	STAINLESS STEEL
STAG	STAGGERED
STD	STANDARD
STIF	STIFFENER
STR	STRIP
STL	STEEL
STRUCT	STRUCTURAL
SYMM	SYMMETRICAL
T	TREAD, THICKNESS
T&B	TOP & BOTTOM
T&G	TONGUE & GROOVE
TFJH	TOP-FLANGE JOIST HANGER
THK	THICKNESS
THRU	THROUGH
TJ	TOOL JOINT
TN	TOE NAIL
TOB	TOP OF BEAM
TOC	TOP OF CURB/CONCRETE
TOF	TOP OF FRAMING/FOOTING/FLOOR
TOJ	TOP OF JOIST
TOM	TOP OF MASONRY
TOP	TOP OF PARAPET
TOS	TOP OF STEEL
TOWP	TOP OF STRUCTURAL PANEL
TOT	TOP OF TRUSS
TOW	TOP OF WALL
TS	TUBE STEEL
TYP	TYPICAL
UC	UNDERCUT
UNO	UNLESS NOTED OTHERWISE
UNO	UNLESS NOTED OTHERWISE
VERT	VERTICAL
VIF	VERIFY IN FIELD
VIR	VAPOR RETARDER
W	WIDE, WIDTH, WELD, W-SHAPE
WI	WITH
W/O	WITHOUT
WF	WIDE FLANGE
WHS	WELDED HEADED STUD
WL	WIND LOAD
WO	WHERE OCCURS
WP	WORKING POINT
WT	WEIGHT, W TEE-SHAPE
WTS	WELDED THREADED STUD
WWR	WELDED WIRE REINFORCEMENT
XS	EXTRA STRONG
XXS	DOUBLE EXTRA STRONG

STRUCTURAL SYMBOLS LEGEND



MATERIAL SYMBOL LEGEND



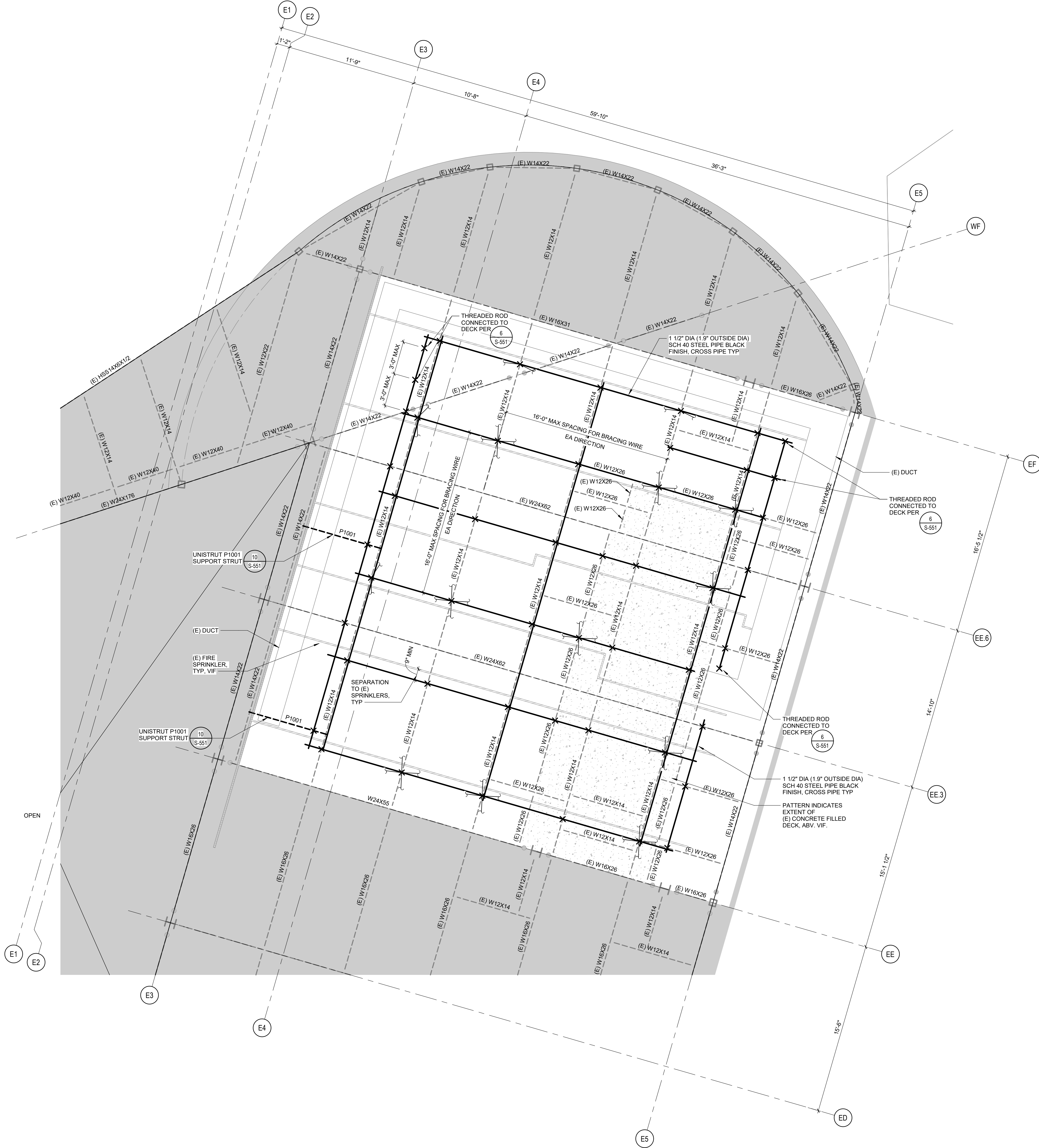
STRUCTURAL GENERAL NOTES

- THE STRUCTURAL NOTES AND TYPICAL DETAILS, WHETHER SPECIFICALLY REFERENCED OR NOT, ARE GENERAL AND APPLY TO ALL CONSTRUCTION DOCUMENTS. PROVIDE ALL STRUCTURAL ELEMENTS INDICATED IN THE STRUCTURAL NOTES AND TYPICAL DETAILS AS REQUIRED TO CONFORM TO THE FINISHED PROJECT AS INDICATED IN OTHER CONSTRUCTION DOCUMENTS. PROVIDE ALL STRUCTURAL ELEMENTS INDICATED IN OTHER CONSTRUCTION DOCUMENTS. STRUCTURAL CONSTRUCTION DOCUMENTS SHALL BE USED IN CONJUNCTION WITH ALL OTHER CONSTRUCTION DOCUMENTS. SEE OTHER CONSTRUCTION DOCUMENTS FOR COMPLETE PROJECT REQUIREMENTS.
- REFERENCES TO CONSTRUCTION DOCUMENTS ARE TO THE ENFORCEMENT AGENCY APPROVED DRAWINGS AND SPECIFICATIONS FOR THIS PROJECT. SUPPLEMENTAL DOCUMENTS INCLUDING, BUT NOT LIMITED TO, ADDENDA, REVISED DRAWINGS, FIELD INSTRUCTIONS AND MODIFICATIONS PROVIDED FOR THIS PROJECT, SHALL ALSO BE CONSIDERED A CONSTRUCTION DOCUMENT. ALL REQUIREMENTS OF THE INITIALLY APPROVED CONSTRUCTION DOCUMENTS SHALL APPLY TO ANY SUPPLEMENTAL DOCUMENTS.
- WHERE THE CONSTRUCTION DOCUMENTS INDICATE TO NOTIFY THE STRUCTURAL ENGINEER, SUCH NOTIFICATION SHALL BE SUBMITTED IN WRITING WITH SUFFICIENT ALLOWANCE FOR A REASONABLE TIME PERIOD FOR THE PROJECT. DESIGN, ENFORCEMENT AGENCY APPROVAL AS REQUIRED AND WRITTEN RESPONSE SO AS NOT TO AFFECT THE CONSTRUCTION SCHEDULE. OBTAIN WRITTEN RESPONSE BEFORE PROCEEDING WITH THE AFFECTED WORK.
- CAREFULLY EXAMINE THE CONSTRUCTION DOCUMENTS AND NOTIFY THE STRUCTURAL ENGINEER OF ANY CONFLICTS OR DISCREPANCIES WITHIN THE STRUCTURAL CONSTRUCTION DOCUMENTS AND BETWEEN ALL OTHER CONSTRUCTION DOCUMENTS. DEVIATIONS SHALL NOT BE MADE TO THE REQUIREMENTS INDICATED IN THE STRUCTURAL CONSTRUCTION DOCUMENTS.
- PORTIONS OF THESE CONSTRUCTION DOCUMENTS ARE DIAGRAMMATIC ONLY. ITEMS INCLUDING, BUT NOT LIMITED TO, LOCATIONS, SIZES, QUANTITIES, ACCESSORIES AND CONNECTIONS WITH THE STRUCTURAL CONSTRUCTION DOCUMENTS. THESE INSPECTIONS ARE IN ADDITION TO THE INSPECTIONS REQUIRED BY THE ENFORCEMENT AGENCY.
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1 BUILDING B - ENLARGED PARTIAL PLAN - PIPE GRID FRAMING
SCALE: 1/4" = 1'-0"

- ### NOTES
- S: 010000_N061A
170828_02
- SEE S-000 SERIES SHEETS FOR GENERAL NOTES & S-500 SERIES SHEETS FOR TYPICAL DETAILS.
 - DIMENSIONS ARE TO CENTERLINE OF COLUMNS/POSTS, UNO.
 - BRACE WIRES SPACED @ 16'-0" MAX OC IN EACH DIRECTION.
 - SEE ARCH AND LIGHTING DRAWINGS FOR LIGHTING LAYOUT AND HEIGHT OF PIPE GRID.
 - PIPE GRID IS DESIGNED FOR THE MAX LIVE LOAD OF 300 LBS CONCENTRATED LOAD, OR 30 PLF ON PIPES, OR 5 PSF ON ENTIRE GRID AREA.
 - PROVIDE MIN 9" HORIZONTAL CLEARANCE BETWEEN (E) FIRE SPRINKLER PIPES AND PIPE GRID FRAMING AND CONNECTIONS.

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CONSULTANT

SEAL



PROJECT
TERRA LINDA HIGH SCHOOL
THEATER LIGHTING

INCREMENT 1
320 NOVA ALBION WAY
SAN RAFAEL, CA 94903

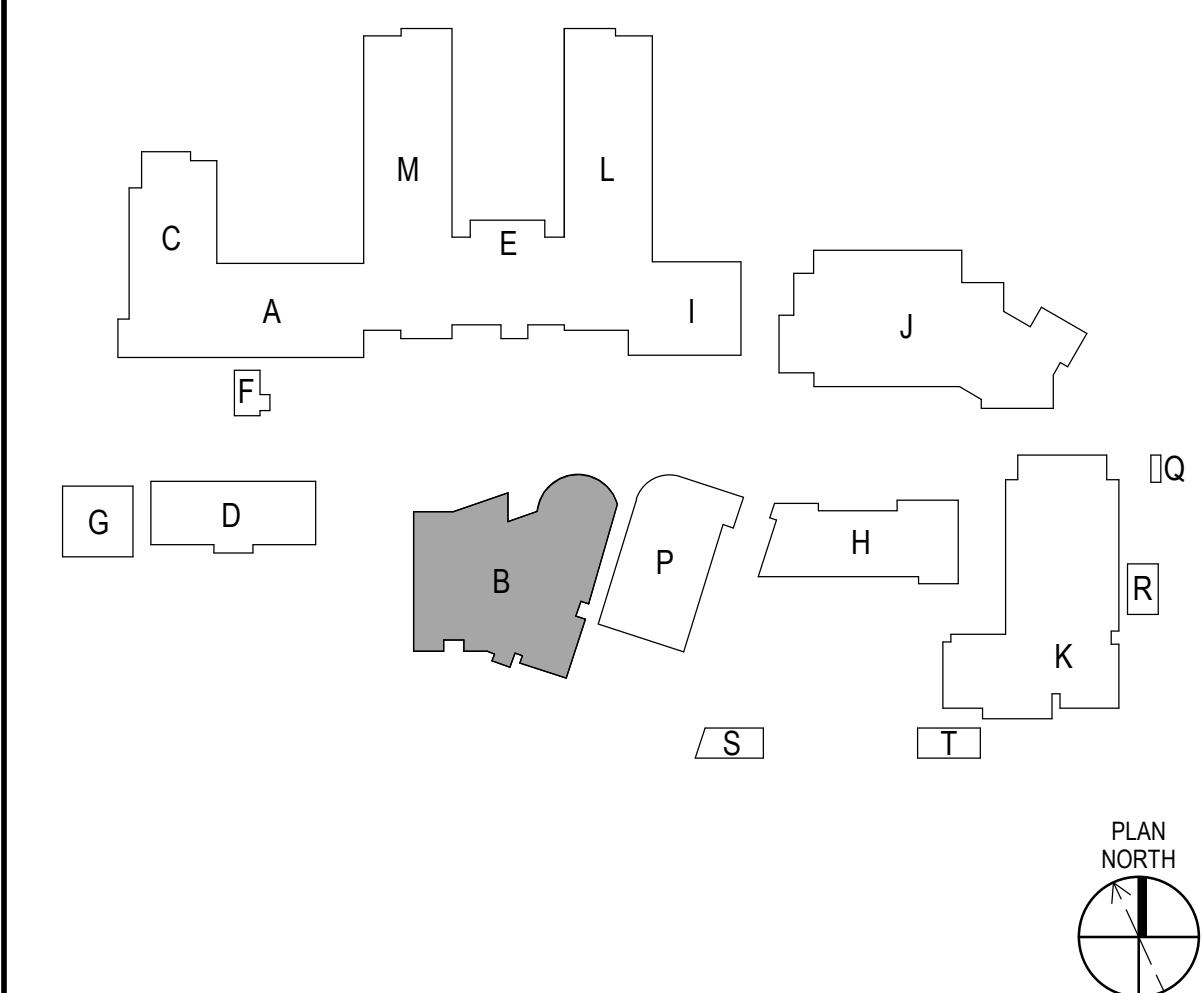
CLIENT
SAN RAFAEL CITY SCHOOLS
310 NOVA ALBION WAY SAN RAFAEL, CA 94903

ISSUED	MARK	DATE	DESCRIPTION

LEGEND

	BEAM SIZE
	STRUCTURAL FRAMING ABOVE
	PIPE GRID HANGER AND WIRE BRACING, SEE 9 S-551

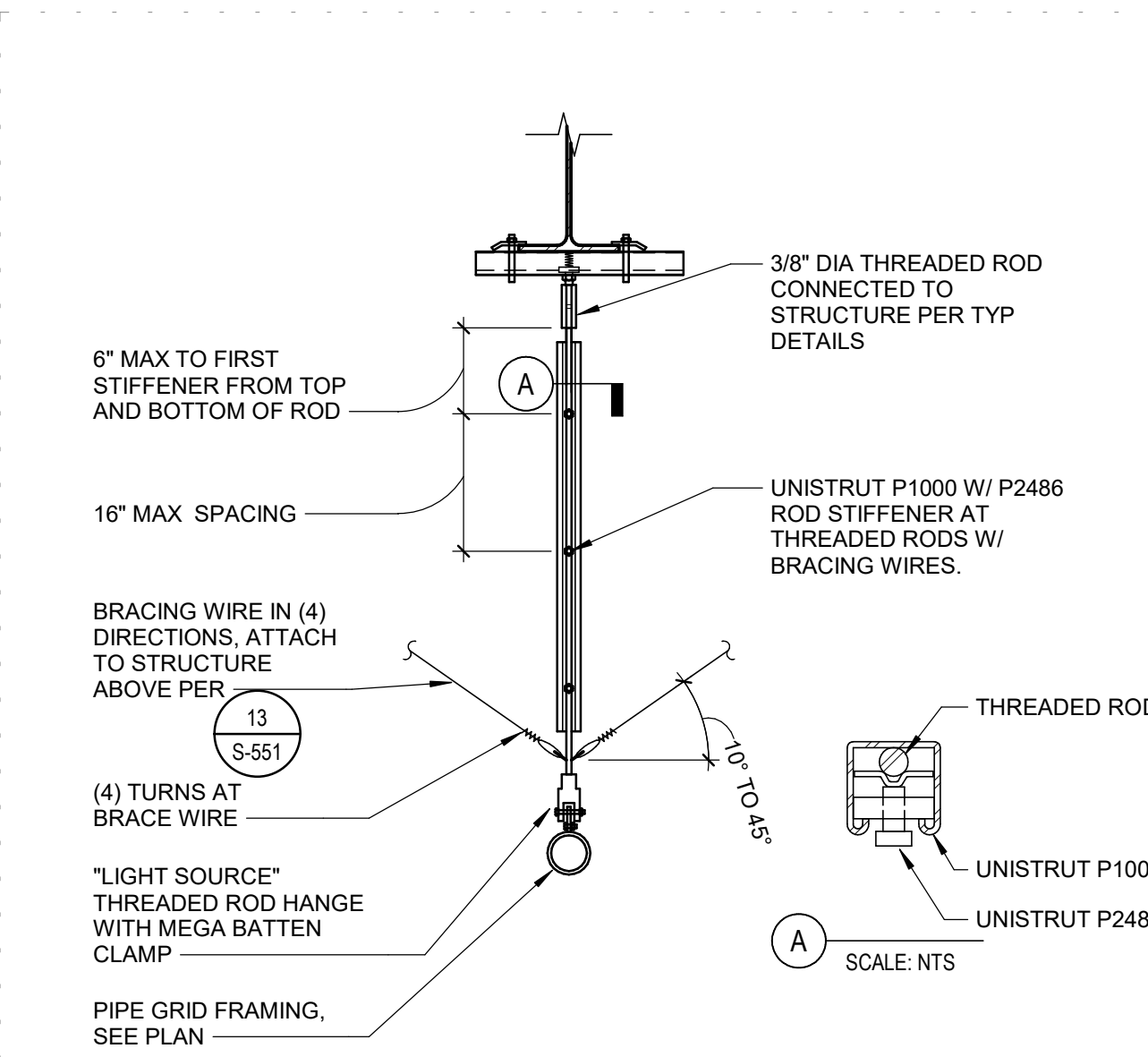
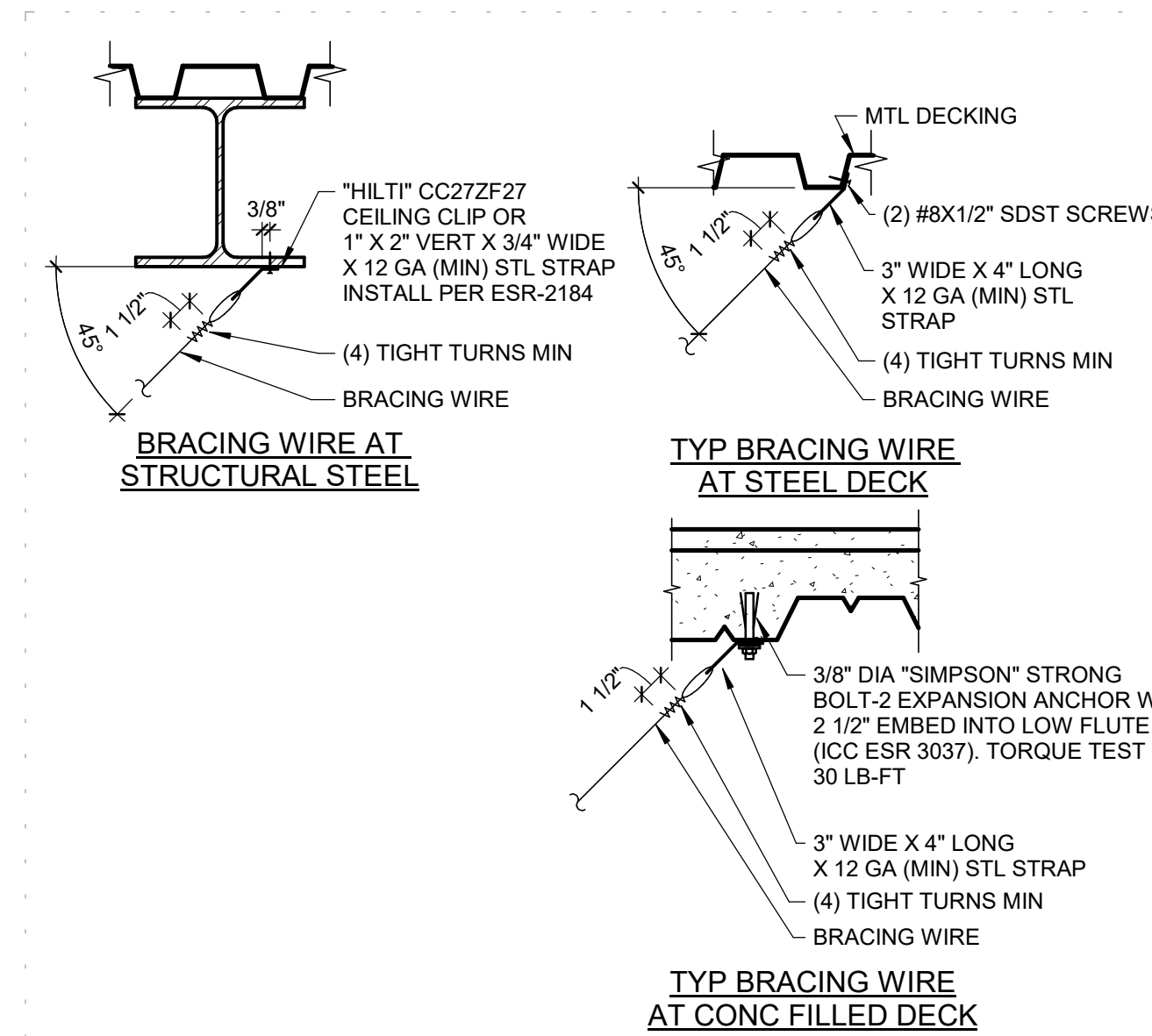
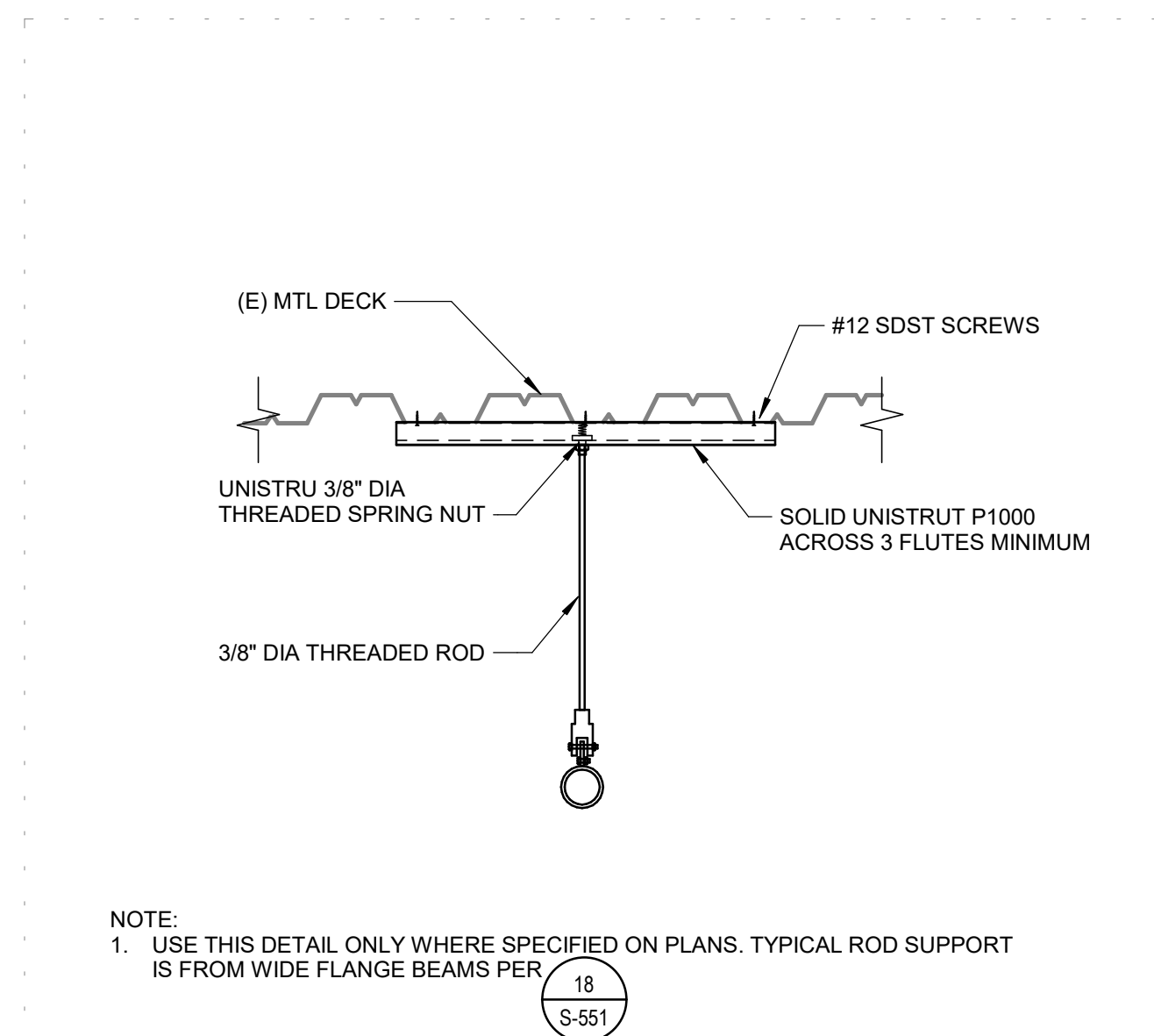
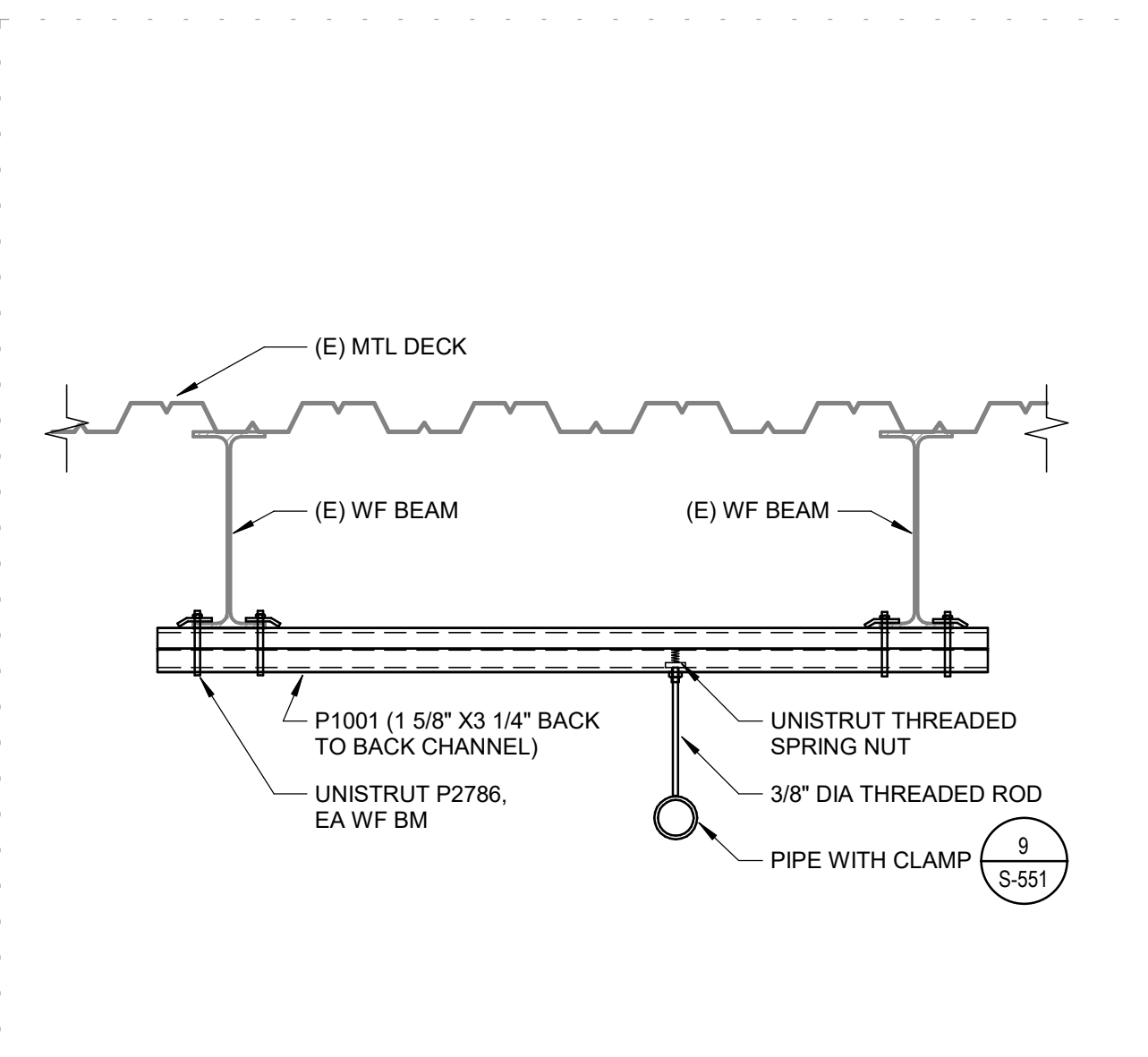
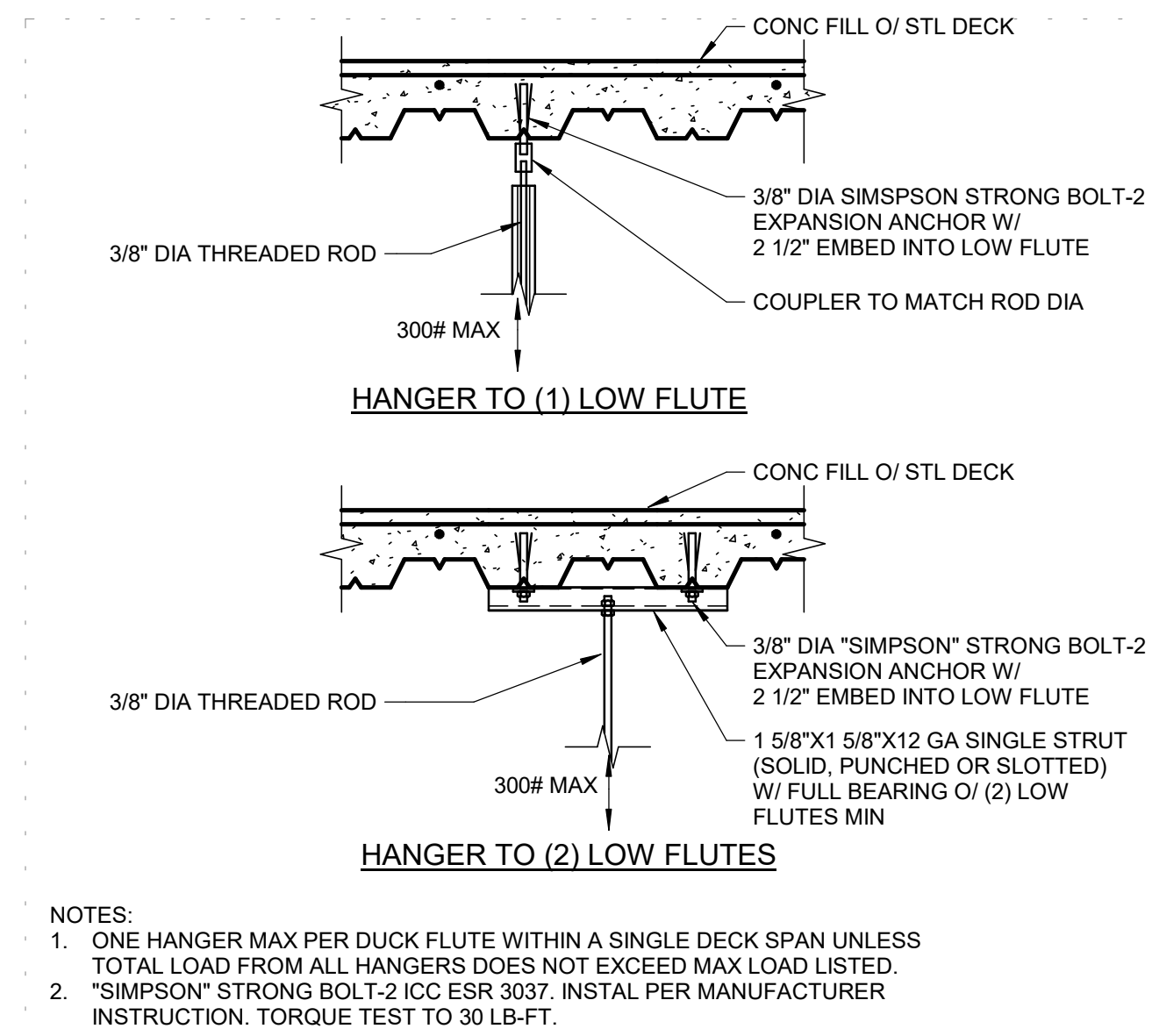
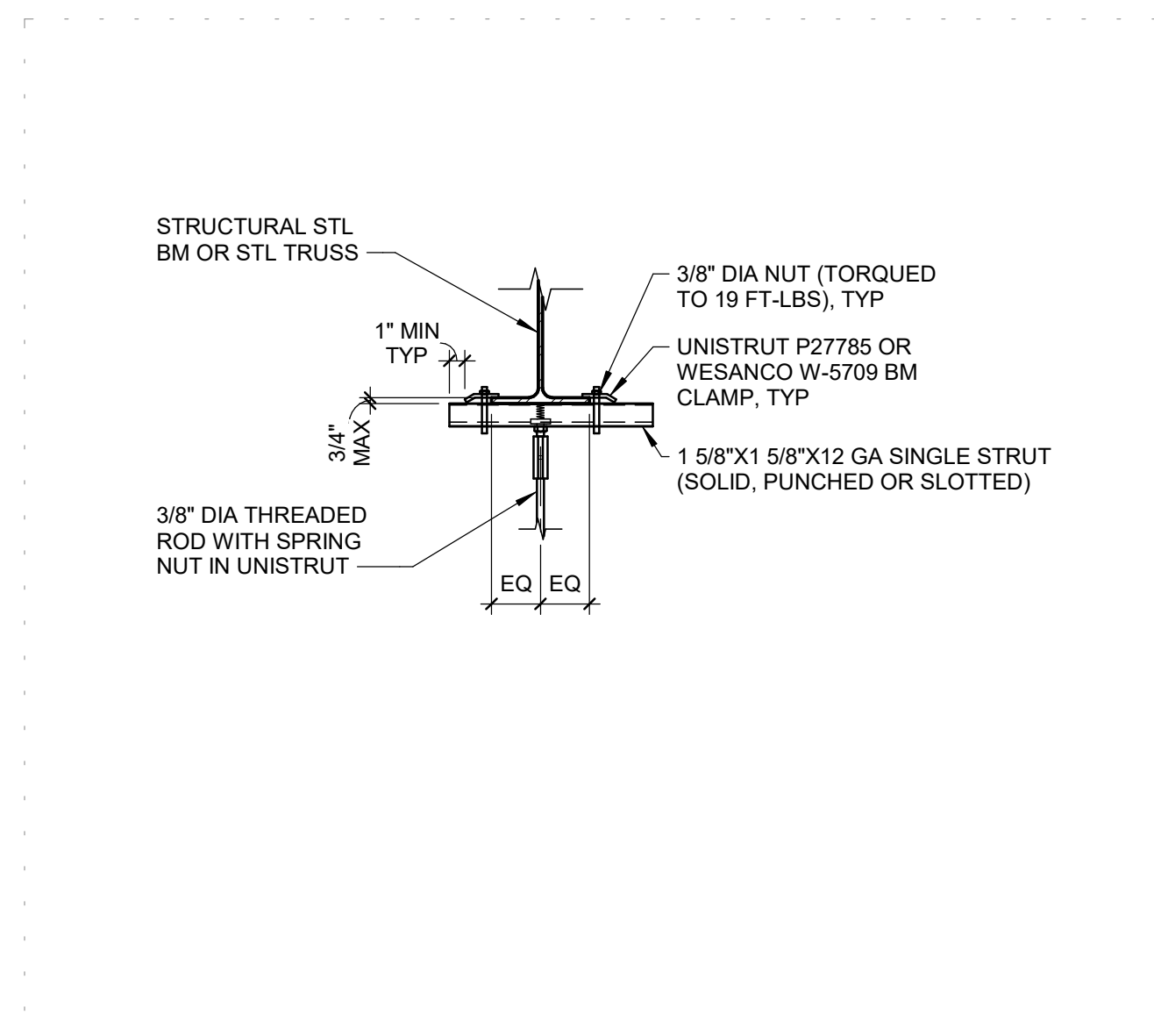
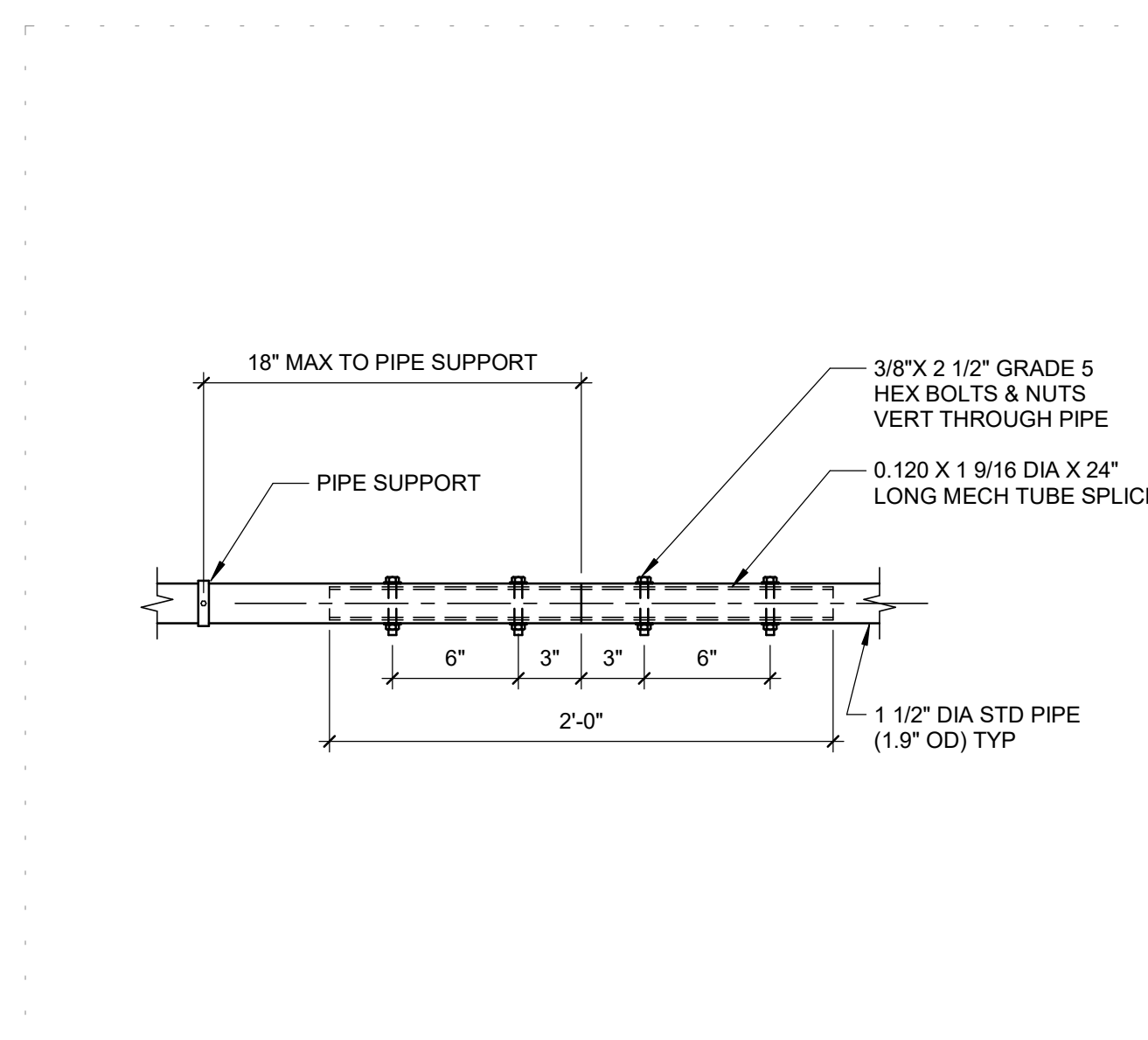
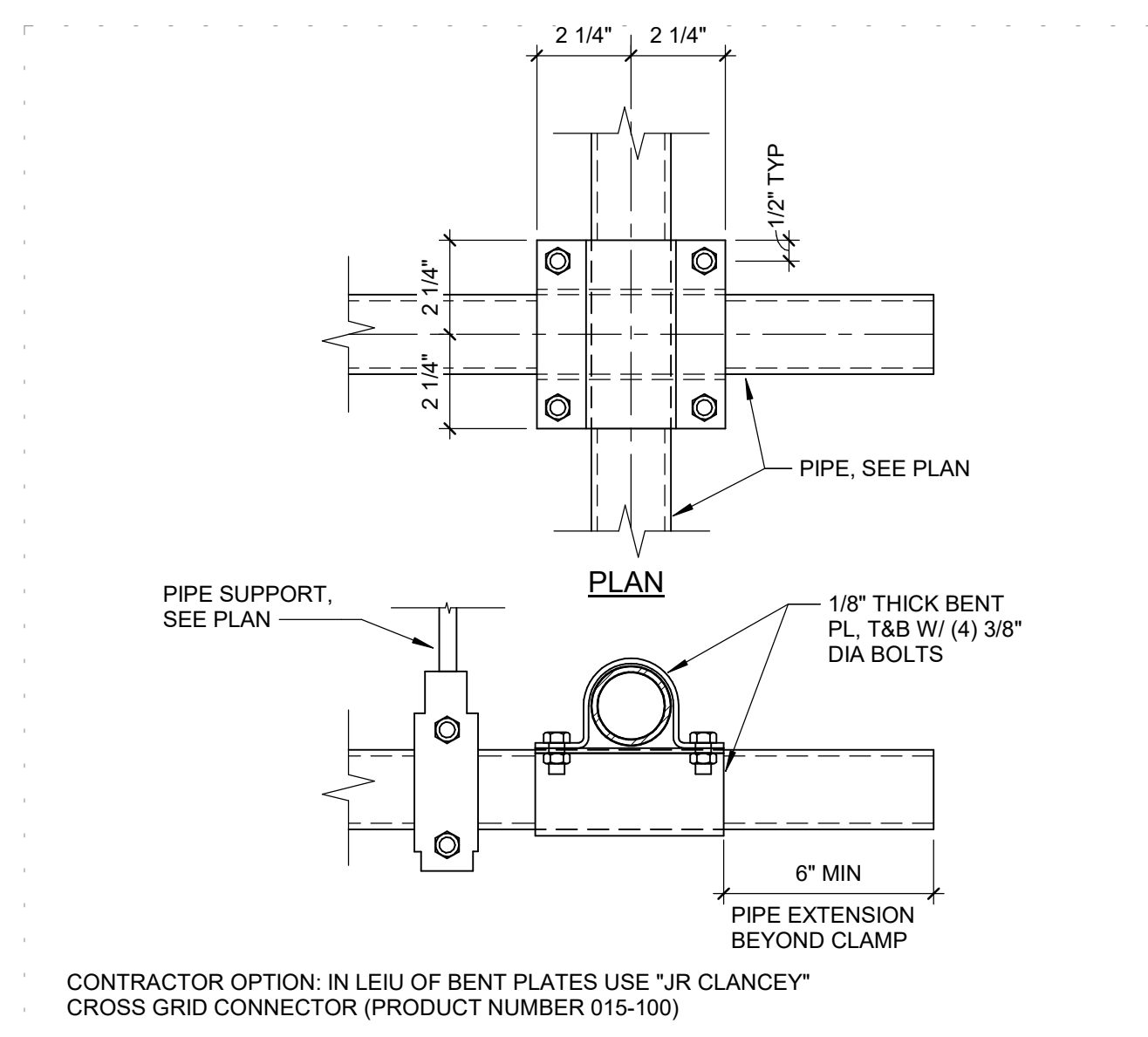
KEY PLAN



TITLE
BUILDING B -
ENLARGED PARTIAL
PLAN - PIPE GRID
FRAMING

SHEET

B.S-411

**9** DETAIL
1" = 1'-0"**13** TYP BRACE WIRE TO STRUCTURE
1 1/2" = 1'-0"**6** TYP HANGER TO STEEL DECK
1" = 1'-0"**10** UNISTRUT P1001 DETAIL
1" = 1'-0"**14** TYP HANGER TO CONC O/ STL DECK
1" = 1'-0"**18** TYP HANGER TO STEEL BM
1" = 1'-0"**15** TYP PIPE SPLICE
1 1/2" = 1'-0"**19** TYP CROSS CLAMP
3" = 1'-0"

BRACING WIRE NOTES

1. CEILING WIRE SHALL BE CLASS 1 ZINC COATED (GALVANIZED) CARBON STEEL CONFORMING TO ASTM A641. WIRE SHALL BE #12 GA (Ø .106" DIA) W/ SOFT TEMPER AND A MINIMUM TENSILE STRENGTH OF 70 KSI. ALL WIRES PAINTED BLACK.
2. FASTEN BRACING WIRES W/ (4) TIGHT TURNS. MAKE ALL TIGHT TURNS WITHIN A DISTANCE OF 1 1/2'.
3. HANGER OR BRACING WIRE ANCHORED TO THE STRUCTURE SHALL BE INSTALLED IN SUCH A MANNER THAT THE DIRECTION OF THE ANCHOR ALIGNS AS CLOSELY AS POSSIBLE WITH THE DIRECTION OF THE WIRE.

LIONÄKIS

2025 Nineteenth Street
Sacramento CA 95818
P 916.558.1900
www.lionakis.com

CONSULTANT

SEAL

PROJECT
TERRA LINDA HIGH SCHOOL
THEATER LIGHTINGINCREMENT 1
320 NOVA ALBION WAY
SAN RAFAEL, CA 94903CLIENT
SAN RAFAEL CITY SCHOOLS

310 NOVA ALBION WAY SAN RAFAEL, CA 94903

ISSUED

MARK	DATE	DESCRIPTION
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MANAGEMENT

LIONAKIS PROJECT NO. 024134

DSA APPLICATION NO.

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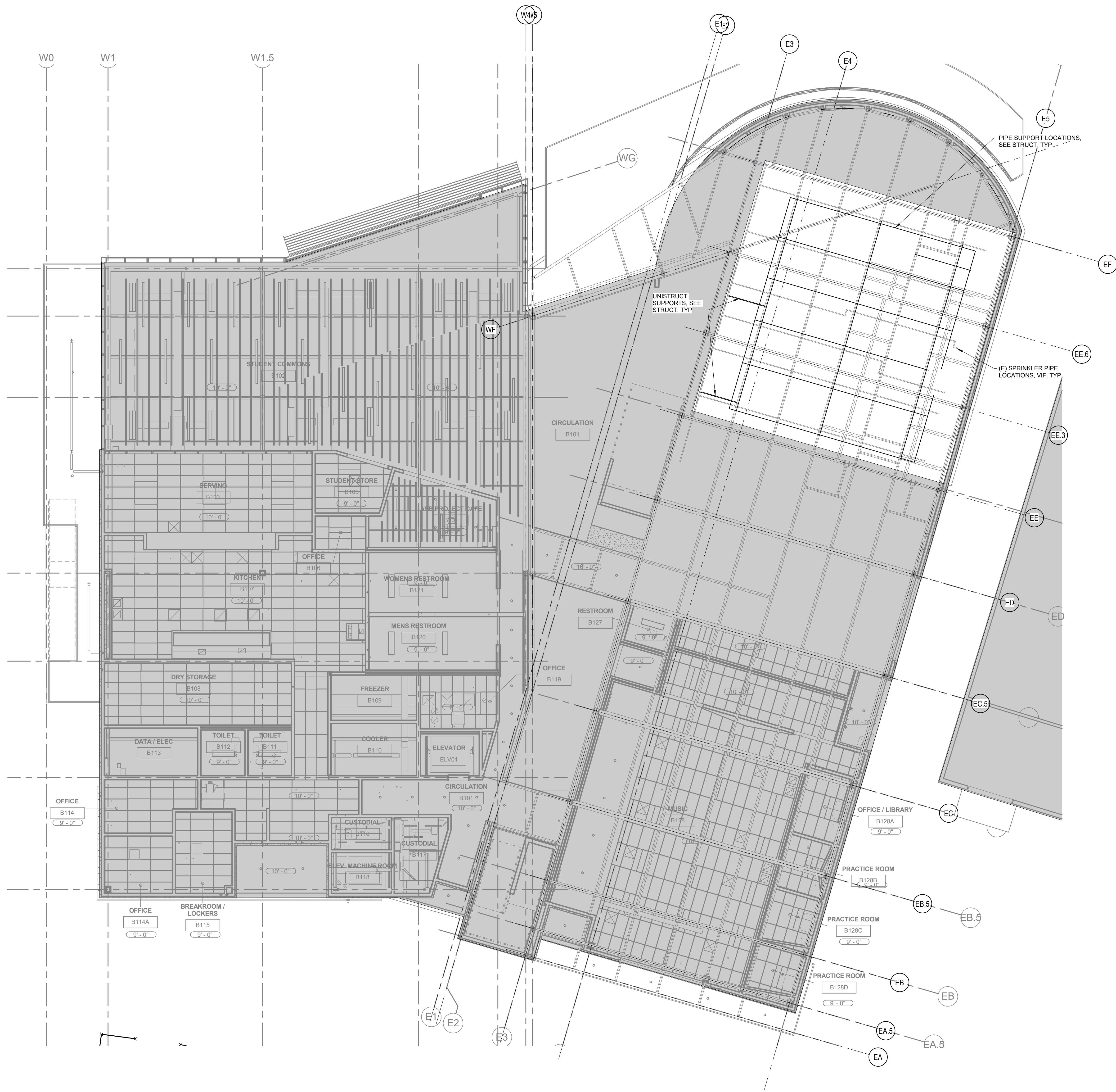
TITLE

DETAILS - STRUCTURAL
STEEL

SHEET

S-551

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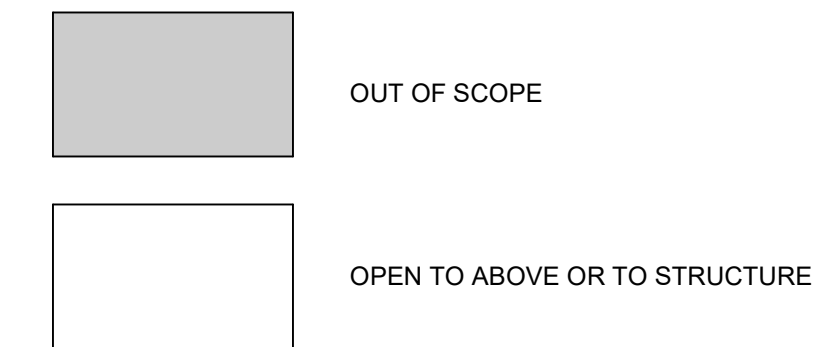
1 CEILING PLAN - BUILDING B
SCALE 1/8" = 1'-0"



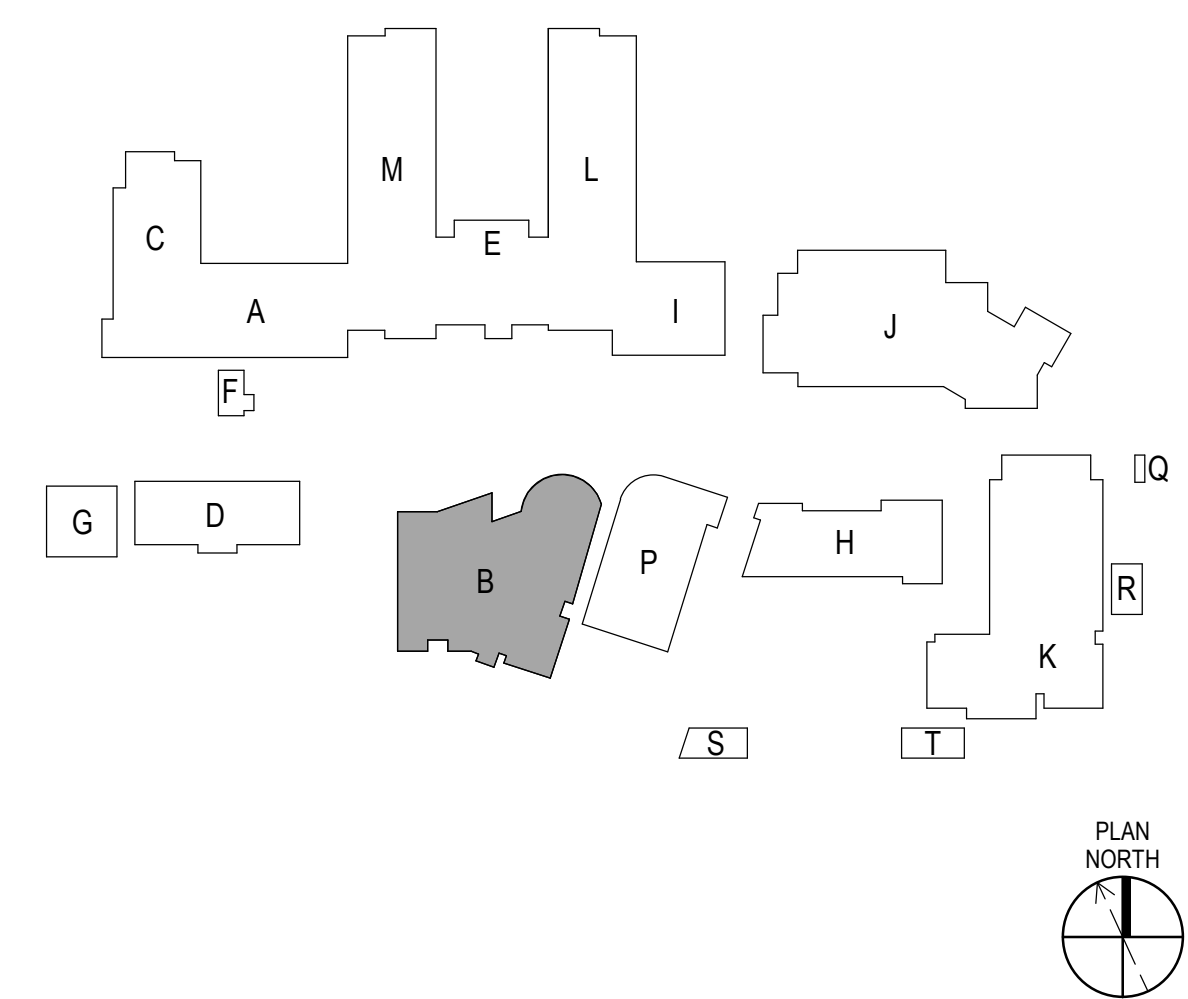
GENERAL NOTES

- SEE THEATER LIGHTING DWGS FOR ALL FIXTURE LOCATIONS.

CEILING PLAN LEGEND



KEY PLAN



LIONAKIS

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THEATER LIGHTING

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310 NOVA ALBION WAY SAN RAFAEL, CA 94903

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MARK DATE DESCRIPTION

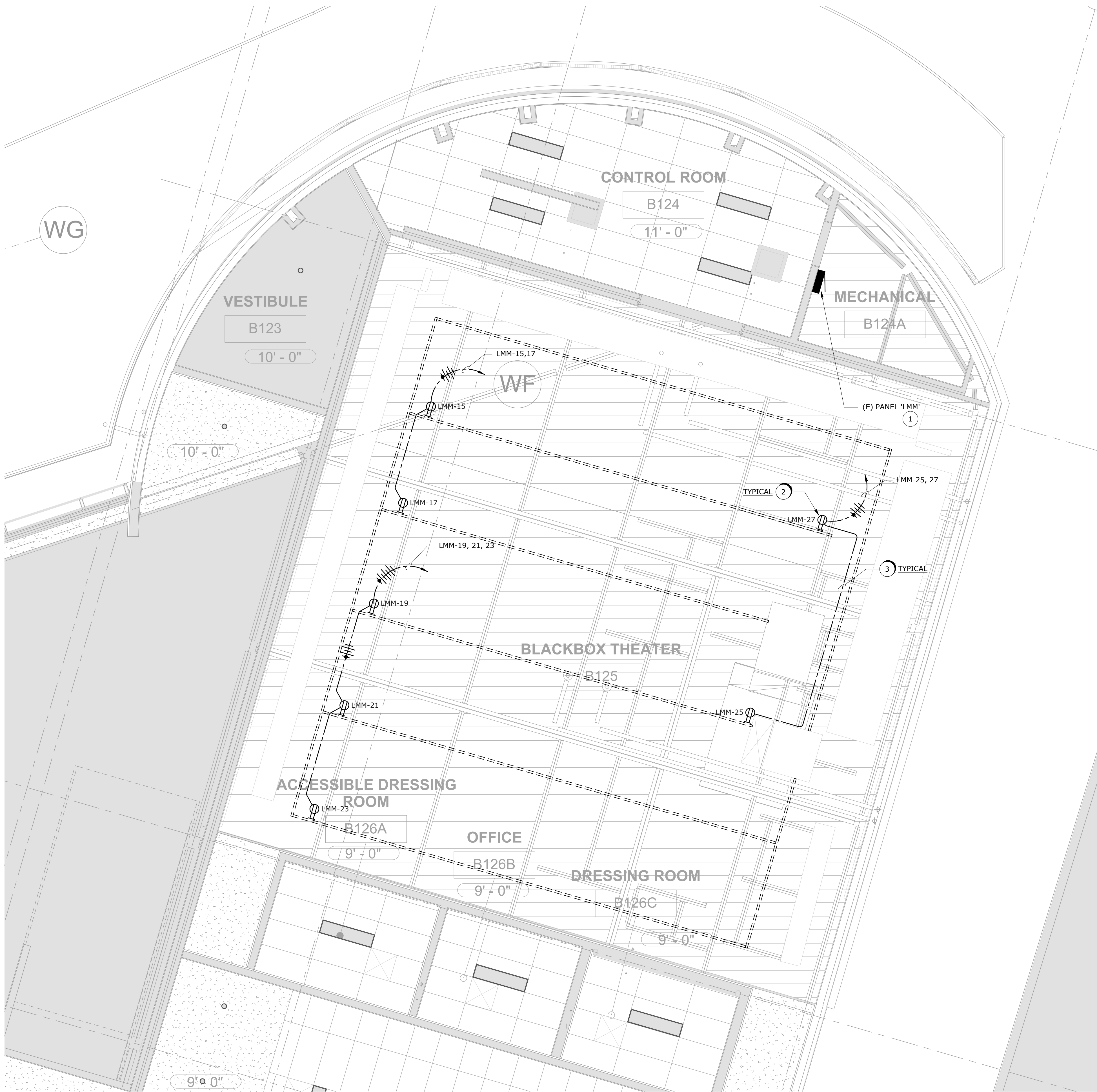
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TITLE
BUILDING B - CEILING
PLAN (FOR
REFERENCE)

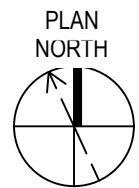
SHEET

B.A-121

TERRA LINDA HIGH SCHOOL THEATRICAL LIGHTING UPGRADE - 224053
IF THIS SHEET IS NOT 30x42 IT IS A REDUCED PRINT. SCALE ACCORDINGLY.
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7/9/2024 11:25:13 AM



BUILDING B - CEILING PLAN - ELECTRICAL
SCALE: 1/4" = 1'-0"



NUMBERED SHEET NOTES

- 1 PROVIDE AND INSTALL (7) NEW SINGLE-POLE CIRCUIT BREAKERS IN EXISTING SPACES LMM-15, 17, 19, 21, 23, 25, AND 27. NEW CIRCUIT BREAKER TO MATCH EXISTING BREAKERS. CONNECT NEW RECEPTACLES TO NEW CIRCUIT BREAKERS.
- 2 L5-20R RECEPTACLE IN BACKBOX. MOUNT TO PIPE GRID. PAINT BACKBOX, FASTENERS, AND CONDUIT FITTINGS TO MATCH CEILING. TYPICAL.
- 3 ROUTE NEW CONDUIT PARALLEL TO PIPE, CLOSE TO PIPE BUT ABOVE PIPE AND AT LEAST 6" HORIZONTALLY FROM PIPE. SUPPORT CONDUIT FROM STRUCTURE ABOVE. PAINT CONDUIT, SUPPORTS, FITTINGS, J-BOXES, AND FASTENERS TO MATCH CEILING.

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CONSULTANT



O'MAHONY & MYER
ELECTRICAL ENGINEERING & LIGHTING DESIGN

4340 Redwood Hwy., Suite 245
San Rafael, CA 94945
(415) 492-0420

SEAL



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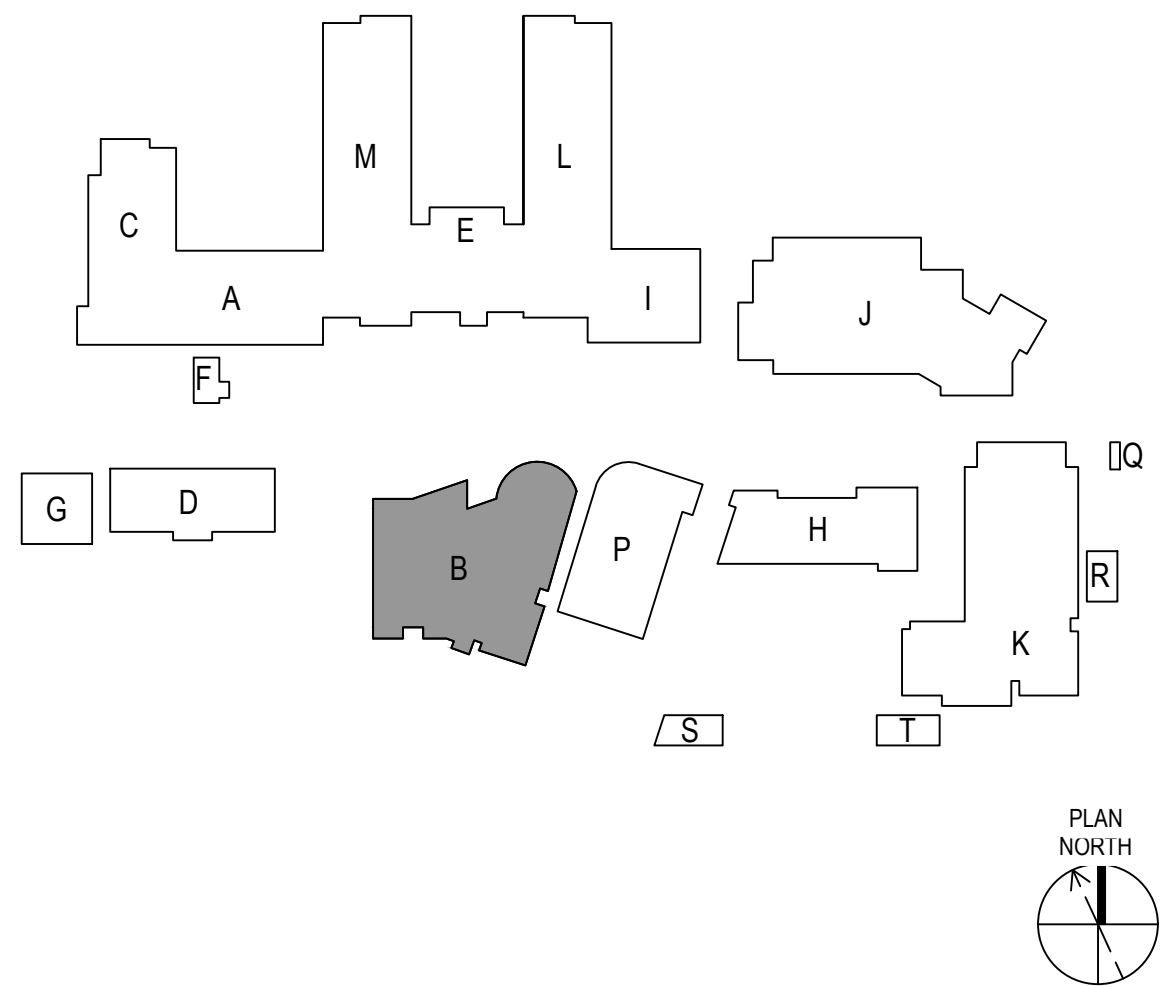
TITLE

BUILDING B -
CEILING PLAN -
ELECTRICAL

SHEET

B.E-121

KEY PLAN











TITLE

PRODUCTION RIGGING
BLACKBOX REFLECTED
CEILING PLAN



1 PRO $\frac{1}{4}'' = 1' - 0''$

PRODUCTION LIGHTING REFLECTED CEILING PLAN AT BLACKBOX THEATER

	ETC COLORSOURCE SPOT V 50°
	ETC COLORSOURCE V FRESNEL
	(E) 9" ARCH DOWNLIGHTS
	(E) LUMENPULSE FIXTURE
	(E) DMX OUTPUTS
	NEW 20A DEDICATED OUTLETS FOR PL DEVICES (UNDER ELECTRICAL WORK)

GENERAL NOTES

- ALL FIXTURES BLACK UNLESS OTHERWISE NOTED
- FIXTURES WIRED FOR 5-PIN DMX CABLE

LIGHTING GENERAL NOTES

1. THIS SHEET IS INTENDED TO PROVIDE PRODUCTION LIGHTING SYSTEM INFORMATION ONLY. REFERENCE OTHER PRODUCTION SYSTEMS, ARCHITECTURAL, AND ENGINEERING DOCUMENTS FOR RELATED AREAS.
2. REFERENCE SPECIFICATIONS AND ELECTRICAL DRAWINGS FOR DIVISION 26 INSTALLATION REQUIREMENTS.
3. (E) ISI FIXTURES, RELOCATED TO PERIMETER FOR AUDIENCE DOWNLIGHT; NEW EXTENSION CORDS CONNECTING BACK TO EXISTING RECEPTACLE LOCATIONS. FIXTURES SPACED ON APPROXIMATELY 2' CENTERS.
PROGRAM TO CONSOLE AS "AUDIENCE DOWNLIGHT" WITH ASSIGNABLE COLOR AND INTENSITY CONTROL VIA FADER. ASSIGN TO UNIVERSE 2.

ABBREVIATIONS

= POUNDS
 A/F = ABOVE FINISHED FLOOR
 C = CLEAR
 DIV = SPECIFICATIONS DIVISION
 EC = ELECTRICAL CONTRACTOR
 E/C = ELECTRICAL ENGINEER
 FM = PLUMB MOUTH
 L = LEFT
 HR = HOUSE RIGHT
 HT = HEIGHT
 L = LIVING FEET
 MAX = MAXIMUM
 MIN = MINIMUM
 NIC = NOT IN CONTRACT
 N/N = NOT TO SCALE
 OPP = OPPOSITE
 PL = PRODUCTION LIGHTING
 PR = PRODUCTION RIGGING
 PS = PRODUCTION SET
 RWL = RECOMMENDED WORKING LOAD
 SA = SEE ARCHITECTURAL DRAWINGS
 SE = SEE ELECTRICAL DRAWINGS
 SF = SQUARE FEET
 SL = STAIR LEFT
 SM = SURFACE MOUNT
 SMC = SEE MECHANICAL DRAWINGS
 SR = STAIR RIGHT
 ST = SEE STRUCTURAL DRAWINGS
 TP = TYPICAL
 U/N = UNSET IN FIELD
 UON = UNLESS OTHERWISE NOTED

PL = PRODUCTION LIGHTING
PR = PRODUCTION RIGGING
PS = PRODUCTION SEATING
RWL = RECOMMENDED WORKING LOAD
SAD = SEE ARCHITECTURAL DRAWINGS
SED = SEE ELECTRICAL DRAWINGS
SF = SQUARE FEET
SM = SIMILAR
SL = STAGE LEFT
SM = SURFACE MOUNT
SMD = SEE MECHANICAL DRAWINGS
SR = STAGE RIGHT
SSD = SEE STRUCTURAL DRAWINGS
TYP = TYPICAL
VIF = VERIFY IN FIELD
UON = UNLESS OTHERWISE NOTED

CONSULTANT

EAL



PROJECT TERRA LINDA HIGH SCHOOL THEATER LIGHTING

INCREMENT 1
20 NOVA ALBION WAY
SAN RAFAEL, CA 94903

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TITLE

PRODUCTION LIGHTING REFLECTED CEILING PLAN AT BLACKBOX

SHEET

PL-101