



**Business Services
Contracts Office**

5735 47th Avenue • Sacramento, CA
95824

(916) 643-2464

Rose Ramos, Chief Business Officer

ADDENDUM NO. 1

Date: October 26, 2022

Issued by: Sacramento City Unified School District

Project: **RFQ/P #0262-461**
Nicholas Elementary School New School Construction and Modernization

This addenda shall supersede the original Information, attachments, and specifications regarding RFQ/P #0262-461 where it adds to, deletes from, clarifies or otherwise modifies them. All other conditions and any previous addenda shall remain unchanged.

PART A – RFQ/P

AD1.01:

Replace RFQ/P – Replace in its entirety the RFP with the amended RFP that is attached as part of this Addendum.

- Refer to Page 7 of 22, Section 1, Item I Insurance:
Revised Excess Liability, Subcontractors (over 10%) to \$5,000,000. Per occurrence; \$5,000,000. Annual Aggregate.
Deleted Umbrella Policy requirement.
- Refer to Page 9 of 22, Section VI. A Format, First Paragraph:
Revised to read as "Material must be in 8½ x 11 inch format with font no less than 11 point font size. The RFQ/P Packets shall include divider tabs labeled with boldface headers below (e.g. the first tab would be entitled "Executive Summary," the second tab would be entitled "Table of Contents," etc.) Seven (7) bound copies, one (1) unbound copy, and one (1) electronic copy of the RFQ/P Packet shall be submitted. Each submittal shall not contain more than thirty (30) single-sided pages, and excluding front and back covers, tabs, certificates of insurance, detailed schedule charts, acknowledgement of addenda, Executive Summary, Table of Contents and comments to the Form of Agreement (Tab 12). Any double-sided page is counted as two single-sided pages. Submittals containing more than the authorized number of pages will not be considered."
- Refer to Appendix A Project Description, Anticipated DSA Submission Date:
Added Anticipated DSA Submission Date - Site Package to DSA – February 2023, Buildings to DSA – July 2023.
- Refer to Appendix D Project Description:
Added Appendix D Constraints Plan
- Refer to Appendix C-3 (Allowable General Condition Costs), Temporary Facilities, Items #18 Security Guards, and #19 Watchman Services

RFQ/P# 0262-461
Nicholas Elementary School New School Construction and Modernization Project
Addendum 1

Deleted "x" in General Conditions column.

Added "x" in Direct Cost of the Work column.

PART B – FACILITY LEASE

AD1.02:

Replace Facilities Lease – Replace in its entirety the Facilities Lease with the amended Facilities Lease that is attached as part of this Addendum.

- Refer to Page 20 of 39, Section 15.1.7 Umbrella Insurance and Subparagraph 15.1.7.1.

Deleted Umbrella Insurance requirement.

- Refer to Page 22 of 39, Section 15 Insurance, Subparagraph 15.1.9 Insurance Policy Limits:

Revised Excess Liability, Subcontractors (over 10%) to \$5,000,000. Per occurrence; \$5,000,000. Annual Aggregate.

Deleted Umbrella Policy requirement.

Part C – FACILITY LEASE, EXHIBIT D-1

AD1.03:

Added Appendix A - HAZMAT Survey – NAL 9/22/2022 – 9/30/2022. (Attachment AD1.04)

Added Appendix B - Topography Survey – 09/15/2022 -Warren Consulting Engineers, Inc. (Attachment AD1.05)

PART D – CONTRACT FORMS

AD1.06:

Replace Contract Forms – Replace in its entirety the Contract Forms with the Amended Contract Forms that is attached as part of this Addendum.

- Refer to Document 01 11 00 Summary of Work

Added 01 11 00 Summary of Work

Developers Questions:

Question #1: Reference Section I – Insurance. Subcontractor limits for Excess Liability at \$10M and Auto at \$3M seem like a bit much for a project of this size and many don't carry insurance of that value. Are these adjustable? Would recommend Excess Liability at \$5M and auto at \$2M.

Response #1: Excess Liability for subcontractors is updated to \$5M. Auto insurance for those subcontractors whose scope of work exceeds One million remains at \$3M and auto insurance for those subcontractors whose scope of work does not exceed One million dollars remains at \$2M.

RFQ/P# 0262-461
Nicholas Elementary School New School Construction and Modernization Project
Addendum 1

Question #2: Reference Submittal Format, Section VI, page 9. Please confirm if the following can also be excluded from the 30 page limit:

- a. Executive Summary
- b. Table of Contents

Response #2: Yes, can be excluded per the attached updated RFQ/P.

Question #3: This section lists "comments to the Form of Agreement but lists it as Tab 11. Tab 11 is the Assurances section and can it be considered excluded from page limit?

Response #3: Section VI A – Format, has been updated to reference Tab 12. Tab 11 Assurances will still need to be included in the 30 page limit. Tab 12 does not need to be included as per VI A Format.

Question #4: Line 13 of the Fee Proposal Form requests an Insurance Cost (Per Facilities Lease, Exhibit C, Section 2.1.8). What categories of insurance are intended here, and does it include Builder's Risk Insurance, or will Builder's Risk be deferred to the time of the GMP when the building characteristics are better known and may be fairly priced?

Response #4: Refer to categories of insurance identified in Section I of the RFQ/P, including Builder's Risk Insurance, and provide bonds and insurance rates for a \$54,150.00 Construction project. Facilities Lease, Exhibit C, Section 2.1.8 refers to Cost of the Work – per sections 2.1.1 through 2.1.5 of the Facilities Lease, Exhibit C, pre-construction is not included within this figure.

Question #5: Are drawings and asbestos/lead reports available for this project?

Response #5: Yes, HAZMAT and Topography surveys have been done – see attached AD1.04 and AD1.05 – 2022.09.15 Warren Consulting Engineers, Inc.

Question #6: Tab 6, item f. requests a detailed site logistics plan. To ensure we don't conflict with the position of the new building, can we get a site plan showing the location of the future improvements?

Response #6: A constraints plan has been included with this Addendum 1 – see attached AD1.07, and a Schematic Design Plan will be issued prior to the final addendum date if Board Approved on 11/3/2022.

Question #7: What is your anticipated submittal date to DSA?

Response #7: Site Package to DSA targeted 1st quarter 2023, Buildings to DSA targeted 3rd quarter 2023.

Question #8: On page 7 of 22 of the RFP, the insurance requirements mention \$25 Million Excess Liability policy. Then later, near the bottom, it lists "Umbrella Liability" and requires \$20 M. We assume that this is intended to be a traditional Excess policy that covers over WC/EL, GL and Auto. And not excess of Pollution. Excess of Pollution really doesn't make sense on a

Nicholas Elementary School New School Construction and Modernization Project
Addendum 1

project of this size and nature. In addition, the umbrella liability row conflicts with the excess liability row. Normal insurance policies are not procured with Excess and Umbrella. To avoid

excessive "project specific policy" costs, please confirm that the \$25 Million Excess Liability is acceptable, and umbrella is not necessary.

Response #8: The umbrella Policy Requirement has been removed.

Question #9: May we please receive a conceptual site plan w/the replacement campus described in Appendix A of the RFQ/P?

Response #9: A constraints plan has been included with this Addendum 1 – see attached AD1.07. More designs will be provided as they become available.

Question #10: Can Appendix C-1 and C-2 be excluded from the 30 page limit?

Response #10: No, Appendix C-1 and C-2 cannot be excluded from the 30 page limit.

List of Attachments:

AD1.01 RFQ/P (33 Pages)

AD1.02 Facilities Lease (52 Pages)

AD1.03 Facilities Lease Exhibit D-1 (6 Pages)

AD1.04 Facilities Lease Exhibit D-1, Appendix A HAZMAT Survey – NAL 9/22/2022 – 9/30/2022 (49 Pages)

AD1.05 Facilities Lease Exhibit D-1, Appendix B Topography Survey – 09/15/2022 -Warren Consulting Engineers, Inc. (4 Pages)

AD1.06 Facilities Lease Exhibit I Div. 01 Specifications (129 Pages)

AD1.07 Constraints Plan (1 Page)

AD1.08 Agenda & Sign-in Sheet from the 10/20/2022 Mandatory Informational Meeting (8 Pages)

END OF ADDENDUM NO. 1

Vendor to sign as acknowledgment of receipt and return with SOQ:

Signature: _____ Date: _____

Company Name (please print) _____



**Request for Qualifications and Proposals
Lease-Leaseback Construction Services**

**Nicholas Elementary School New
School Construction and
Modernization Project
RFQ/P#0262-461**

**Proposals Due: November 14, 2022 at 10:00 AM
Mandatory Meeting: October 20, 2022 at 3:00 PM**

**Sacramento City Unified School District
5735 47th Avenue, Sacramento, CA 95824
www.scusd.edu/rfp**

Sacramento City Unified School District ("District") is seeking proposals from qualified persons, firms, partnerships, corporations, associations, or professional organizations to provide constructability review, value engineering, master scheduling, cost estimating, budgeting, and construction services for the development and construction for the **Nicholas Elementary School New School Construction and Modernization Project** ("Project"), in accordance with the lease-leaseback structure set forth in Education Code section 17406 et seq.

The Request for Qualifications and Proposals ("RFQ/P"), which includes instructions for its completion, is enclosed for your consideration. Respondents to this RFQ/P shall submit a completed Statement of Qualifications ("SOQ") along with the Proposal (collectively "RFQ/P Packet"). Respondents must mail or deliver seven (7) bound copies, and one (1) electronic copy on USB flash drive of the RFQ/P Packet (excluding the Fee Proposal) and in a separate sealed envelope please include one (1) hard copy and one (1) electronic copy of the Fee Proposal conforming to the requirements of this RFQ/P to:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ATTN: Contracts Office
5735 47th Avenue
Sacramento, CA 95824
RE: RFQ/P #0262-461

ALL RESPONSES ARE DUE BY 10:00 A.M. ON Monday, November 14, 2022. Oral, telegraphic, facsimile, telephone or email RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and returned unopened.

A mandatory information meeting will be conducted on **Thursday, October 20, 2022 at 3:00 P.M.** The meeting will be held at 6601 Steiner Drive, Sacramento, CA 95823. Meet at flagpole at front of campus.

Questions regarding this RFQ/P may be directed to **Tina Alvarez Bevens, tina-alvarez-bevens@scusd.edu** and cc: **Chris Ralston, chris-ralston@scusd.edu, Cassie Baugher, cbaugher@kitchell.com, and Jo Ward, jward@kitchell.com**, and must be submitted in writing on or by **2:00 P.M. on Thursday, October 27, 2022.**

This Project is subject to labor compliance monitoring and enforcement of compliance with prevailing wage requirements by the Department of Industrial Relations pursuant to Labor Code, § 1771.4. Contractors of all tiers must be currently registered and qualified to perform public work pursuant to Labor Code, § 1725.5. All Respondents must be prequalified by the District in accordance with Public Contract Code, § 20111.6. Prequalification instructions can be found at <https://www.scusd.edu/contractor-prequalification>. First tier electrical, mechanical and plumbing subcontractors are required by Public Contract Code, §20111.6 and must be prequalified prior to the time subcontractor bids are submitted. To comply with the skilled and trained workforce requirement pursuant to Public Contract Code, § 2600, all contractors must agree to be bound by the District's Project Labor Agreement. **Developer shall comply with all applicable federal, state and local laws regarding COVID-19, including Vaccination and Testing Requirements.**

RFQ/P SCHEDULE SUMMARY

DATE	ACTION ITEM
October 10, 2022	Release and advertisement of RFQ/P #0262-461.
October 20, 2022 at 3:00 P.M.	Mandatory Informational Meeting.
October 27, 2022 at 10:00 A.M.	Last day to receive written questions from Respondents.
October 31, 2022 at 10:00 A.M.	Last day for Respondents to submit for Pre-Qualification
November 7, 2022 at 10:00 A.M.	Last day for Respondents to receive Pre-Qualification Status
November 9, 2022 at 10:00 A.M.	Last day for District to issue addenda to answer questions/clarifications.
November 14, 2022 at 10:00 A.M.	Deadline for submissions in response to RFQ/P #0262-461.
December 1, 2022	Release of shortlist qualified Respondents and interview notifications.
December 8, 2022	Interviews of qualified Respondents.
December 12, 2022	Notice to selected developer to commence contract negotiation.

The District reserves the right to change the dates on the schedule without prior notice.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

**SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS
LEASE-LEASEBACK CONSTRUCTION SERVICES**

INTRODUCTION

Sacramento City Unified School District ("District") is a California public school district serving approximately 47,000 students on 75 campuses spanning 70 square miles. In November 2020, the District's voters passed a \$750M General Obligation Bond, Measure H.

This Request for Qualifications and Proposals ("RFQ/P") defines the services sought from Respondents and generally outlines the Project requirements. Respondents to this RFQ/P shall submit a completed Statement of Qualifications ("SOQ") along with the Proposal (collectively "RFQ/P Packet").

I. PROJECT DESCRIPTION AND SCOPE OF SERVICES

A. General

The purpose of this RFQ/P is to select a qualified person, firm, partnership, corporation, association, or professional organization to provide constructability review, value engineering, master scheduling, cost estimating, budgeting, and construction services for the development and construction for the **Nicholas Elementary School New School Construction and Modernization Project** ("Project"), in accordance with the lease-leaseback structure set forth in Education Code section 17406 et seq. Selected developer shall have experience with the construction of public school facilities and complying with the requirements of the Office of Public School Construction ("OPSC"), the Division of the State Architect ("DSA"), and Title 24 of the California Code of Regulations.

To submit a proposal, Respondents must be properly licensed by the California Contractors State License Board and registered with the Department of Industrial Relations ("DIR") as required by law. Only Respondents who have been prequalified by the District in accordance with Public Contract Code section 20111.6 are eligible to respond to this RFQ/P.

The selected developer will be required to comply with the prevailing wage requirements, the skilled and trained workforce requirements, and the District's bonding and insurance requirements. The selected developer and its subcontractors must agree to be bound by the District's Project Labor Agreement. The selected developer shall be required to work cooperatively with District staff, the Governing Board, all other technical consultants, the architect, the project inspector, and any program and/or construction manager, if any, retained by the District for the Project, citizens' oversight committee, other District committees, and the community at large to deliver a timely and professional completion of the Project. The selected developer and its subcontractors shall comply with all applicable federal, state and local laws, and District policy regarding COVID-19, including **Vaccination and Testing Requirements**.

The Project is further defined in the attached **APPENDIX A**, along with the District's construction budget and schedule for the Project. Respondents' Proposal shall include Respondent's proposed fees and costs to perform the Project if the Respondent is awarded the contract.

The District intends to select one Respondent that best meet the District's needs to perform the Project. The criteria on which the District makes its determination will be based on the District's adopted best value methodology and criteria provided in this RFQ/P.

B. Scope of Work

Although the final scope of work will be negotiated in the executed Agreement (defined below at subparagraph G), the selected developer shall be responsible for performing the following scope of work, at a minimum:

Preconstruction Services:

1. Review design and support documentation for content, constructability, completeness, scheduling, clarity, consistency, and coordination.
2. Undertake value-engineering analysis and prepare reports with recommendations to District and Architect of Record to maintain established program budget and specifications.
3. Provide detailed cost estimates.
4. Expedite design reviews, including modifications, if any, based on value analysis.
5. Provide a proposed Guaranteed Maximum Price ("GMP") for the construction of the project with identified subcontractor bids and self-performed work.

Construction Services:

1. Construction of the Project.
2. Coordination of record drawings and specifications.
3. Compilation of operations and maintenance manuals, warranties/guarantees, and certificates.
4. Obtaining occupancy permits and coordinating testing, documentation, and governmental inspections and approvals.
5. Preparation of accounting and closeout reports and occupancy plan reports.
6. Other responsibilities as necessary for the completion of the program.

C. Lease-Leaseback Structure

The Project will be funded from various sources, and any agreement reached will conform to the statutory framework for the lease-leaseback delivery method pursuant to Education Code section 17406, et seq. Financing for a portion of the construction of the Project will be included in the Agreement attached to this RFQ/P as **APPENDIX B**. During construction, the District shall pay tenant improvement payments. Once the Project is complete, the developer shall lease the completed facilities back to the District for a pre-determined monthly lease

payment amount. However, the District intends that the lease will include an early termination payment option for the District.

D. District Project Management Description

District's Governing Board will be responsible for making final decisions, but the Superintendent will be responsible for day-to-day decisions and may designate a project manager who will be the primary point of contact between the selected developer and the District.

E. Prequalification of Designated Subcontractors

If used, contractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses (collectively, "MEP subcontractors") shall be prequalified by the District to perform construction work as a first tier subcontractor on the Project pursuant to Public Contract Code section 20111.6. For Contractors that have not been prequalified by the District within the past twelve (12) months, prequalification applications are available at www.scusd.edu/contractor-prequalification. **To submit a proposal for this project, your application must be submitted by October 31, 2022 at 10 A.M (10 business days prior to bid opening), and approved by November 7, 2022 at 10 A.M (5 business days prior to bid opening).**

F. Registration of Respondent and All Tiers of Subcontractors

The selected developer(s) shall not allow any employee or subcontractor to commence work on any contract or any subcontract until the proof of registration with the Department of Industrial Relations required of the developer or subcontractor has been provided to and accepted by the District.

G. Form of Agreement

Selected developer must be able to execute the District's standard form of Site Lease and Facilities Lease ("Agreement") is attached to this RFQ/P as **APPENDIX B**. After the plans and specifications have been approved by DSA, the Facilities Lease will be amended to include the agreed upon Guaranteed Maximum Price.

H. Indemnity

Respondents to this RFQ/P must acknowledge that they have reviewed the District's indemnity provision set forth in the Facilities Lease (**APPENDIX B**) and must agree to the indemnity provision and confirm in writing that, if given the opportunity to contract with the District, the Respondent has no substantive objections to the use of the District's standard indemnity provision.

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

I. Insurance

The District requires at least the following insurance coverage from the selected developer:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	\$5,000,000 per occurrence; \$10,000,000 aggregate Subcontractors (over 10%): \$2,000,000 per occurrence; \$4,000,000 annual aggregate
Excess Liability		Developer: \$25,000,000 per occurrence; \$25,000,000 annual aggregate Subcontractors (over 10%): \$5,000,000 per occurrence; \$5,000,000 annual aggregate
Automobile Liability – Any Auto	Combined Single Limit	\$3,000,000 (limits may be met with Excess Liability Policy required herein)
Workers’ Compensation		Statutory limits pursuant to State law
Employer’s Liability		\$1,000,000
Builder’s Risk		Replacement Cost
Pollution Liability		\$2,000,000 per occurrence; \$2,000,000 annual aggregate

The limits of insurance for those subcontractors whose scope of work does not exceed 10% of contract value shall not be less than the following amounts:

Commercial General Liability	Product Liability and Completed Operations	\$2,000,000 per occurrence; \$4,000,000 annual aggregate
Excess Liability		\$5,000,000 per occurrence; \$5,000,000 annual aggregate
Automobile Liability - Any Auto	Combined Single Limit	\$2,000,000
Workers Compensation		Statutory limits pursuant to State law
Employers’ Liability		\$1,000,000

Selected developer shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. Insurance policy(ies) shall not be amended or modified and coverage amounts shall not be reduced without thirty (30) days’ written notice to District prior to modification and/or cancellation. For Commercial General Liability and Automobile

Liability, District shall be named as an additional insured on all policies. Selected developer's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Selected developer shall not allow any employee or subcontractor to commence work on any contract or any subcontract until the proof of insurance required of the developer or subcontractor has been provided to and accepted by the District.

J. Section Not Used In This Contract.

II. FULL OPPORTUNITY

The District hereby affirmatively ensures that all Respondents, including without limitation Disadvantaged Business Enterprises ("DBE"), Small Local Business Enterprise ("SLBE"), Small Emerging Local Business Enterprise ("SELBE") and Disabled Veterans Business Enterprise ("DVBE") firms, shall be afforded full opportunity to submit qualifications in response to this RFQ/P and will not be discriminated against on the basis of race, age, color, medical condition, marital status, national origin, ancestry, disability, gender, transgender status, political affiliation, or religion in any consideration leading to the award of contract.

III. LIMITATIONS

This RFQ/P is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFQ/P. The District reserves the right to add additional prequalified Respondents for consideration after distribution of this RFQ/P if it is found to be in the best interest of the District. All decisions concerning selection of the developer will be made in the best interests of the District. The awarding of the contract pursuant to this RFQ/P, if at all, is at the sole discretion of the District.

The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any RFQ/P Packet in response to this RFQ/P.

RFQ/P Packets and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, RFQ/P Packets shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any RFQ/P Packet.

IV. RESTRICTIONS ON LOBBYING AND CONTACTS

From the period beginning on the date of the issuance of this RFQ/P and ending on the date of the award of the contract, no person, or entity submitting in response to this RFQ/P, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFQ/P, the evaluation or selection process/or the award of the contract with any member of the District, Governing Board, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the Respondent submitting a RFQ/P Packet.

V. **MANDATORY INFORMATIONAL MEETING AND SITE WALK**

Respondents must attend the mandatory informational meeting and site walk, to be conducted on Thursday, **October 20, 2022, at 3:00 P.M.** The meeting will be held at the flagpole at front of campus. At this mandatory meeting, District representatives will distribute information and materials to further describe the Project, the scope of work, and walk the proposed Project site. Respondents shall consider and address the materials and information distributed at the meeting in their RFQ/P Packets. Respondents that fail to attend the mandatory informational meeting, in its entirety, shall be ineligible for responding to this RFQ/P.

VI. **SUBMITTAL FORMAT**

A. **Format**

Material must be in 8½ x 11 inch format with font no less than 11 point font size. The RFQ/P Packets shall include divider tabs labeled with boldface headers below (e.g. the first tab would be entitled "Executive Summary," the second tab would be entitled "Table of Contents," etc.) Seven (7) bound copies, one (1) unbound copy, and one (1) electronic copy of the RFQ/P Packet shall be submitted. Each submittal shall not contain more than thirty (30) single-sided pages, and excluding front and back covers, tabs, certificates of insurance, detailed schedule charts, acknowledgement of addenda, Executive Summary, Table of Contents and comments to the Form of Agreement (Tab 12). Any double-sided page is counted as two single-sided pages. Submittals containing more than the authorized number of pages will not be considered.

The unbound copy, marked "Copy for Reproduction," shall be formatted as follows:

- No divider sheets or tab
- Text printed on one side only (i.e., no back-to-back pages)
- Pages with proprietary information removed
- A cover sheet listing the firm's name, the total number of pages, and identification of those pages that were removed due to proprietary information

B. **General Overview**

Each RFQ/P Packet shall include a description of the type, technical experience, backgrounds, qualifications and expertise of the Respondent. The description shall show that the firm possesses the demonstrated skills and professional experience to perform the general functions of the Project and fulfill the goals and vision of the District as its developer for the Project. Submittals shall describe in detail the Respondent's methods and plan for carrying out the Project. Included in this information must be a description of construction scheduling, staging, and logistics based on timelines and information provided by the District in this RFQ/P and the mandatory informational meeting. Describe the Respondent's approach to the Project, including any creative methodology and/or technology that the Respondent uses or unique resources that the Respondent can offer to the District and Project.

C. Contents

Respondents shall comply with the following requirements for its RFQ/P Packet:

1. TAB 1 – Executive Summary (max. 1 page)

This should be an overview of the entire RFQ/P Packet with a description of the general approach and/or methodology the Respondent will use to meet the goals and fulfill the general functions as set forth in this RFQ/P.

2. TAB 2 – Table of Contents

This should be a complete and clear listing of the headings and pages to allow easy reference to key information.

3. TAB 3 – Cover Letter Identifying Respondent (max. 1 page)

This should be a letter of introduction signed by an authorized officer of the Respondent. If the Respondent is a joint venture, duplicate the signature block and have a principal or officer sign on behalf of each party to the joint venture. The letter shall also include:

- a. Respondent’s name.
- b. Address, include any branch office address and point of contact.
- c. Telephone number.
- d. Facsimile number.
- e. E-Mail address.
- f. Identify team.
- g. Clearly identify the individual(s) who are authorized to speak for the Respondent during the evaluation process.
- h. And, the following statement:

“[RESPONDENT’S NAME] received a copy of the District’s Site Lease and Facilities Lease (“Agreement”) attached as Appendix B to the RFQ/P. [RESPONDENT’S NAME] has reviewed the indemnity provisions and insurance requirements contained in the Agreement. If given the opportunity to contract with the District, [RESPONDENT’S NAME] has no objections to the use of the Agreement.”

- i. Respondent shall certify that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.

4. TAB 4 – All issued Addenda signed

Please include all issued addenda with a signature on each. It is the responsibility of Respondents to check the District’s website to ensure that they have received all addenda.

5. TAB 5 - Respondent Information

- a. A brief history of the Respondent. Please include any former names of the Respondent and the number of years the Respondent has participated in construction as a general contractor under each name. List any reasons for change or name or corporate structure. (2 Points)
- b. Organizational chart for Respondent. This shall include the names of all key personnel, joint venture partners, and sub-consultants with their titles and specific task assignments for the Project. Resumes of personnel to be involved with the Project should be included, including their school construction experience. The District’s evaluation will consider the entire team. Therefore, no changes in the Respondent’s composition will be allowed without prior written approval by the District. Identify three (3) or more persons who will be primarily responsible for working with the District and their respective roles and responsibilities, including Superintendent and Foreman. Describe previous experience of identified persons working together on a similar project. If Respondent is selected for an interview, the identified individuals must attend the interview and any required in-person presentations. (30 Points)
- c. Description of Respondent’s technical competence, including a description of in-house resources (e.g. computer capabilities, software applications, modeling programs, etc.), and Respondent’s ability to draw upon multi-disciplinary staff to address the services required under the RFQ/P. (10 Points)
- d. Provide the volume of construction in dollars for each of the past three (3) years. (2 Points)
- e. Provide a statement regarding the Respondent’s availability and resources. (5 Points)
- f. Provide a statement on financial resources, bonding capacity and insurance coverage. (2 Points)
- g. Provide a claims statement *for all resolved or ongoing claims*: Submit a statement indicating any and all suits or claims in which the Respondent or its personnel instigated a claim and/or litigation regarding construction projects within the past five (5) years, and indicating any and all claims in which claims and/or litigation have been pursued against the Respondent or its

personnel. For each listed claim and/or litigation: state the issues in the claim and/or litigation, the status of the claim/litigation, the names of the parties involved, and the outcome, if any.

Respondent's claims statement **must** include resolved *and* ongoing claims. Respondent's claims statement **must** include claims history for Respondent *and* its personnel, as well as Associated Firms.

"Associated Firms" are businesses, corporations, companies, partnerships, or other entities associated with Respondent and/or its personnel (e.g., firm name changes, association as prior owner, general partner, limited partner, or other officer). (25 Points. Deduction of 5 points for each finding against the Respondent and associated firms.)

- h.** Contractor license number and DIR number and whether contractor license has been revoked or suspended in the last five (5) years. Respondent must hold a General Building Contractor License (B License), which is current, valid and in good standing with the Contractor's State License Board. (5 Points) Provide the following for each license:
 - i. Exact name of license holder on file.
 - ii. License Classification.
 - iii. License Number.
 - iv. Date Issued.
 - v. Expiration Date.
 - vi. Whether license has been suspended or revoked in the past five (5) years. If so, explain.
- i.** Provide signatory status. (2 Points)
- j.** Location of local office and main office, if different. (3 Points)
- k.** Provide Non-Collusion Declaration. (**APPENDIX C-1.**) (Pass/Fail)
- l.** Provide Iran Contracting Act Certification. (**APPENDIX C-2.**) (Pass/Fail)

6. TAB 6 – Methods and Strategic Plan

Detailed description of Respondent's methods and plan for carrying out the Project, including:

- a.** The technical and managerial approach to the Respondent's partnership with the District. Take into account the District's

goals for the Project and the general functions required. Respondent may identify additional necessary tasks and discuss these in its proposed method to accomplish the work. (10 Points)

- b.** How Respondent plans to incorporate skilled and trained workforce into the Project. (10 Points)
- c.** How Respondent plans to incorporate local subcontracting teams into the Project. (5 Points)
- d.** How Respondent plans to incorporate construction means and methods into the Project. (10 Points)
- e.** Approach to preconstruction services. Emphasis will be given to the methods and strategic plan as they relate to preconstruction services and how the preconstruction services will transition into the construction services. (10 Points)
- f.** Detailed Logistics plan showing how a bus drop-off/pick-up for students going to the offsite interim housing location can be safely maintained during construction. (25 Points)

7. TAB 7 – Prior Relevant Experience

- 1.** Description of the Respondent’s experience with respect to the areas of public schools or similar construction over the past five (5) years. Specifically, please provide a list of completed or ongoing projects the Respondent has been involved with for the past five (5) years where the total project contracts exceeded forty million dollars (\$40,000,000) per project. Within that list:
 - a.** Identify the method (e.g. lease-leaseback, bid-build, etc.) by which each project was constructed. For lease-leaseback projects, include the total cost of each project and a breakdown of the total cost by preconstruction services and construction services. (5 Points)
 - b.** Include a discussion of Respondent’s experience with working with the DSA on public school projects. (2 Points)
 - c.** Identify and include discussion of Respondent’s experience with projects performed in a high-density neighborhood. (5 Points)
 - d.** Identify whether the project is completed or ongoing. (2 Points)
 - e.** Identify if any of the projects had phased completion and strategy used. Explain any benefits or complications. (5 Points)
- 2.** For the projects listed, above, be sure to also include the following information:
 - a.** Project’s name and description;
 - b.** Firm’s role;

- c. Award and completion dates;
 - d. Project's initial contract price and final contract price;
 - e. Amount of fees received;
 - f. Staffing, including Respondent's team members, subcontractors and consultants;
 - g. Relationship with owner/client;
 - h. References: Provide a contact name, telephone number and email address for the owners and indicate which key personnel of Respondent worked on each project; and
 - i. Discussion of claims, demands, and/or litigation arising from the project and involving the Respondent, and resolution of the same.
 - j. Include examples of other similar project assignments on the part of the Respondent.
3. List projects Respondent has successfully completed that had some or all of the following obstacles, including the creative solutions from the Respondent on how these obstacles were overcome (10 Points):
- a. A very aggressive schedule.
 - b. Significant budgetary restrictions.
 - c. Be prepared to expand upon what you did to accommodate:
 - i. The complexity of the project;
 - ii. The needs of the clients;
 - iii. Minimizing inconvenience; and
 - iv. Maximizing safety.

8. TAB 8 – Contracting History

If any of the following have occurred, please describe in detail the circumstances of each occurrence (20 Points. Deduction of 2 points for each occurrence):

- a. Failure to enter into a contract or professional services agreement once selected.
- b. Withdrawal of a proposal or bid as a result of an error.
- c. Termination or failure to complete a contract.

- d. Debarment by any municipal, county, state, federal, or local agency.
- e. Involvement in litigation, arbitration, or mediation, whether concluded or ongoing.
- f. Conviction of the Respondent or its principals for violating any state or federal antitrust laws by bid or proposal rigging, collusion, or restrictive competition between bidders or proposers, or conviction of any other federal or state law related to bidding or performance of services.
- g. Knowing concealment of any deficiency in the performance of a prior contract.
- h. Falsification of information or submission of deceptive or fraudulent statement in connection with a contract.
- i. Willful disregard for applicable rules, laws, or regulations.
- j. Failure to disclose information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. Information regarding any of the above may be considered in determining the suitability of Respondent to perform the needed services. Accordingly, Respondent may describe mitigating factors as part of description of any of the above.

9. TAB 9– Insurance

Each Respondent must demonstrate that it can maintain adequate insurance as required herein. Therefore, each RFQ/P Packet must include a letter from the Respondent’s insurance company indicating its ability to provide insurance coverage on behalf of Respondent in accordance with the insurance requirements in **Facilities Lease APPENDIX B. Provide Certificate(s) of Insurance identifying the firm’s current insurance coverages.** (2 Points) .

10. TAB 10 – Safety (10 Points)

Describe the Respondent’s safety record and safety program, including at least:

- The Respondent’s worker safety program and how construction safety would be managed for the project.
- Any CAL OSHA or Federal OSHA finding against the Respondent for any “serious,” “willful” or “repeat” violations of its safety or health regulations in the past five years.
- For each of the last three complete years - Provide the Average Lost Workday Incident Rate (LWIR), the Average Recordable Incident Rate (RIR) and the Experience Modification Rate (EMR) provided by your worker’s compensation insurance carrier.

11. TAB 11– Assurances (5 Points)

The Respondent must acknowledge each of the following items and confirm that it will be willing and able to perform these items, and provide any unique scenarios specific to this project:

Preconstruction Services: Respondent shall provide services that relate to the organization and development of the Project prior to the start of construction including the following:

- **Site Evaluation:** Consult with District staff in relation to the existing site. Selected developer should make site visits, as needed to review the current site conditions. During this evaluation, selected developer may make recommendations relating to soils investigations and utility locations and capacities, in order to minimize unforeseen conditions.
- **Plan Review:** Provide plan review and constructability services. Refer to the Facilities Lease for the required scope. Place an emphasis on ensuring that the Project can be completed within the established schedule and within the available budget. During the review, selected developer shall review the documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to the District and Construction Management team. The selected developer shall also make recommendations to the District and Construction Management team with respect to constructability, construction cost, sequence of construction, and construction duration.
- **Pre-construction Meetings:** Attend meetings virtually or in person at a District facility with the architect of record and the Construction Management team every two (2) weeks, until the Notice to Proceed with Construction is issued on or about (TBD) (meeting duration is approximately 2 hours).
- **Value Engineering:** Provide a detailed analysis of all major Project systems with an emphasis on possible value engineering possibilities.
- **Detailed Construction Critical Path Schedule:** Produce detailed construction critical path schedules to be incorporated into the Project documents including identification of the Project critical path and agency approvals.
- **Preliminary and Detailed Estimates:** Provide preliminary construction estimates using like-kind construction costs. Upon receipt of the Project plans and specifications, provide detailed construction estimates showing the values of all major components of the Project.
- **Construction Planning and Logistics Plan:** Plan the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, etc. as required.
- **Other services:** Any other services that are reasonable and necessary to control the budget and schedule.

Construction Services:

- **Project Accounting and Management Systems:** In coordination with District staff, develop the Project accounting and budget management systems. A process of up-to-date costs management will be necessary. During construction, monthly reporting will be required.
- **General Conditions:** List what is included in the Respondent's general conditions (including full-time and part-time personnel) and a monthly value of the general conditions. Indicate what would be included as a cost of work versus a line item in the general conditions. See **APPENDIX C-3** for an example.
- **Management of Project:** Administer and coordinate on a daily basis the work of all trade contractors the successful Respondent hires to work on the Project. Enforce strict performance, scheduling, and notice requirements. Document the progress and costs of the Project. Report proactively on potential schedule impacts. Recommend potential solutions to schedule problems.
- **Trade Contractors:** Pursuant to Public Contract Code section 20111.6, each prospective MEP Contractor holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses shall be prequalified by the District to perform construction work as a first tier subcontractor on the Project.

12. TAB 12 – Comments to Form of Agreement (Acknowledgment required)

Respondents must thoroughly review the Agreement attached to this RFQ/P as **Appendix B** and confirm in writing that, if given the opportunity to contract with the District, Respondent has no substantive objections to the use of the District's standard agreement. Respondent must also identify any term or condition of the Agreement that Respondent requests modifying, deleting, or adding. Respondents must set forth a clear explanation of what modification would be sought and specific alternate language. ***If selected, Respondent will be precluded from negotiating changes that have not been identified in its RFQ/P Packet.*** The District will review, but is not obligated to accept, any proposed changes.

VII. SELECTION CRITERIA

A. Best Value Evaluation

The RFQ/P Packets will be evaluated based on the District's adopted criteria and rating system to determine the qualified Respondent(s) providing the best value to the District for all candidates that meet the pass / fail criteria listed below (i.e., receive a PASS).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Binder Tab	CRITERIA ITEM	DESCRIPTION	MAXIMUM POINTS
Tab 5 Respondent Information	Section a.	Brief history of the Respondent	2 points
	Section b.	Organizational chart, roles and responsibilities, previous experience	30 points
	Section c.	Description of Respondent's technical competence -	10 points
	Section d.	Volume of construction in dollars for each of the past three (3) years	2 points
	Section e.	Statement regarding the Respondent's availability and resources	5 points
	Section f.	Statement on financial resources, bonding capacity, and insurance coverage	2 points
	Section g.	Acceptable history of claims and litigation	25 points
	Section h.	Acceptable Contractor license number and DIR number	5 points
	Section i.	Signatory status	2 points
	Section j.	Location of local office and main office	3 points
	Section k.	Non-Collusion Declaration	PASS / FAIL
	Section l.	Iran Contracting Act Certification.	PASS / FAIL
Tab 6 Methods and Strategic	Section a.	Technical and managerial approach	10 points
	Section b.	Incorporating Skilled and Trained Workforce	10 points
	Section c.	Incorporating local subcontracting teams -	5 points
	Section d.	Incorporating construction means and methods	10 points
	Section e.	Approach to preconstruction services	10 points
	Section f.	Detailed Logistics Plan -	25 points
Tab 7 Prior Relevant Experience	Section 1.a.	Identify the method of construction	5 points
	Section 1.b.	Experience with DSA on public school projects	2 points
	Section 1.c.	Work in high-density neighborhood	5 points

	Section 1.d.	Projects completed or ongoing	2 points
	Section 1.e.	Phased completion and strategy used	5 points
	Section 3	List of projects with obstacles	10 points
Tab 8 Contracting History	Whole section	Acceptable contracting history -	20 points
Tab 9 Insurance	Whole section	Certificate(s) of Insurance	2 points
Tab 10 Safety	Whole section	Safety record	10 points
Tab 11 Assurances	Whole section	Acknowledgment Preconstruction and Construction Services	5 points
Tab 12 Form of Agreement	Acknowledged	Proposed changes to District Form of Agreement Acknowledged	PASS / FAIL
Total Possible Technical Score for Binder			222 Points
VII. D Interview	(If used, score; if not used, all respondents receive 0 points.)	Proposed team attendance, performance, approach to work	50 points
VII. E. Pricing & Contingency		Preconstruction services cost or method of calculation; Respondent's fee based on estimated construction costs as stated in the RFP, which includes profit and overhead; General conditions cost; and Bonds and Insurance percentage	15 points
TOTAL: MAXIMUM 287 POINTS			

Based on these criteria, District staff assign points to each proposer and then calculate the total points awarded to the proposer. The more points, the higher the proposer is ranked. The highest ranked proposer reflects the best combination of price and qualifications for the Project.

B. District Investigations

The District may perform investigations of proposing parties that extend beyond contacting the references identified in the proposals.

C. Selection Process

RFQ/P Packets shall be evaluated and the Project awarded in the following manner:

1. All proposals received shall be reviewed to determine those that meet the format requirements and the standards specified in RFQ/P.
2. District shall evaluate the qualifications of the Respondents based solely upon the adopted criteria and evaluation methodology, and shall assign a best value score to each proposal. Once the evaluation is complete, all responsive proposals shall be ranked from the highest best value to the lowest best value to the District.
3. **The District will select a minimum of three (3) respondents based on their technical scores. These respondents will be short-listed.**
4. The District's Governing Board shall award the Project to the responsive proposer whose proposal is determined, in writing by the Governing Board, to be the best value to the District.
5. If the selected developer refuses or fails to execute the tendered proposed contract, the Governing Board may award the contract to the proposer with the second highest best value score if it deems it to be for the best interest of the District. If the second selected developer refuses or fails to execute the tendered instrument, the Governing Board may award the instrument to the proposer with the third highest best value score if it deems it to be for the best interest of the District.
6. Notwithstanding any other law, upon issuance of a contract award, the District shall publicly announce its award, identifying the entity to which the award is made, along with a statement regarding the basis of the award. The statement regarding the District's contract award and the contract file shall provide sufficient information to satisfy an external audit.

D. Interviews (50 Points)

The District will invite the short-listed respondents to meet with a District selection committee. Key proposed Project staff will be expected to attend the interview. The interview will be an opportunity for the District selection committee to review the proposal, the firm's history, and other matters the committee deems relevant to firm evaluation with the firm. The interview will start with the firm presenting its proposal and its Project team. The finalists may be required to submit in advance of the interview a more detailed fee proposal. If requested, this fee proposal shall include all charges and costs proposed to be charged to the District, including rates for extra work.

Any comments or objections to the form of Agreement attached hereto as **APPENDIX B** to this RFQ/P shall be provided in writing in the RFQ/P Packet and may be the subject of inquiry at the interview. Comments on the form of Agreement will be excluded from the page count. District reserves the right to accept, reject or negotiate requested revisions. Any comments or objections to the form of Agreement not provided in writing before the interview will not be entertained by the District.

E. Pricing and Contingency

The pricing will be evaluated based on the: (1) preconstruction services cost or method of calculation; (2) Respondent's fee based on estimated construction costs as stated in the RFP, which includes profit and overhead; (3) general conditions cost; and (4) bonds and insurance percentage. The Fee Proposal form is attached at the back of this RFP.

After the Agreement is awarded and DSA approves the plans and specifications, the selected developer will be required to provide a Guaranteed Maximum Price ("GMP") for the Project. As part of the District review of the GMP, the District will expect to have access to all subcontractor bids, contingency breakdown and tracking documents, general conditions breakdown and tracking documents, and Respondent's fees. The GMP shall include all of Respondent's cost for labor, materials, equipment, overhead and profit, general conditions, contractor contingency, and allowances, if any, but shall specifically exclude the amount of the District contingency. In the event the selected developer realizes a savings on any aspect of the Project, such savings shall be added to the District contingency and expended consistent with the District contingency. In addition, any portion of the contractor contingency and/or allowance remaining after completion of the Project shall be added to the District contingency. The Facilities Lease will be amended to include the agreed upon GMP, if the District proceeds with the construction phase of the Project. (15 Points)

F. Final Determination and Award

It is expected that the selection committee will make recommendations to District staff regarding the candidates and awarding the contract. The awarding of contract(s) is at the sole discretion of the District.

The District reserves the right to contract with any entity responding to this RFQ/P for all or any portion of the work described herein and/or in an agreement offered to the entity, to reject any proposal as non-responsive, and/or not to contract with any firm for the services described herein. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek proposals from or to contract with any firm not participating in this process. The District shall in no event be responsible for the cost of preparing any RFQ/P Packet in response to this RFQ/P.

The RFQ/P packet, and any other supporting materials submitted to the District in response to this RFQ/P will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. This RFQ/P does not commit the District to negotiate an agreement with any proposing firm or individual.

VIII. SUBMISSION GUIDELINES

Respondents to this RFQ/P should mail or deliver Seven (7) bound copies, one (1) unbound copy, and one (1) electronic copy on USB flashdrive of the RFQ/P Packet conforming to the requirements of this RFQ/P to:

SACRAMENTO CITY UNIFIED SCHOOL DISTRICT
ATTN: Contracts Office
5735 47th Avenue
Sacramento, CA 95824
RE: RFQ/P #0262-461

ALL RESPONSES ARE DUE BY 10:00 A.M., November 14, 2022. Oral, telegraphic, facsimile, telephone or email RFQ/P Packets will not be accepted. RFQ/P Packets received after this date and time will not be accepted and returned unopened.

Each submittal must conform and be responsive to the requirements set forth in this RFQ/P. The District reserves the right to waive any informalities or irregularities in the RFQ/P Packets. The District also reserves the right to reject any and all RFQ/P Packets and to negotiate contract terms with one or more Respondents. The District retains the sole discretion to determine issues of compliance and to determine whether a program management respondent is responsive, responsible, and qualified.

The District hereby notifies all Respondents that it will affirmatively insure that, in any contract entered into pursuant to this advertisement, no respondent will be discriminated against on the grounds of race, age, color, medical condition, marital status, national origin, ancestry, disability, gender, transgender status, political affiliation, or religion on consideration for the award of contract.

WE THANK YOU FOR YOUR INTEREST IN THE DISTRICT'S PROJECT.

APPENDIX A Project Description

Project Name: Nicholas Elementary School New School Construction and Modernization Project

Project scope of work consists of the demolition and replacement of Nicholas Elementary School located within a 10-acre site including a power line easement and setback, in Sacramento, California. The project will be phased as follows:

Increment #1: Site Demolition: This phase is scheduled to start after school is out for summer 2023, starting June 19th, 2023. Approximately eighteen (18) portable buildings, a Multipurpose Room/Kitchen Building, and three (3) permanent wings of classrooms, restrooms, library, and offices accounting for ~ 20 Rooms totaling ~42,000 square feet. All associated underground utilities will be demolished as well.

Increment #2: Construction of the approximately 55,000 square feet replacement campus will be designed to accommodate approximately 650 students. Current planning indicates approximately twenty-six (26) classrooms with approximately nine (9) shared, collaborative spaces (including Transitional Kindergarten and Kindergarten Classrooms), a multi-purpose room, kitchen, library, after-hours community space, and administrative and support spaces. Site work shall include paving areas along the accessible path of travel, parking areas with EV charging stations, drop-off areas, hardscape and landscape including a soccer field that will be accessible after hours to the community and play equipment areas. From Fall Semester 2023 through Spring Semester 2025, the site will need to accommodate a bus drop-off and pick-up area for students being transported to a temporary site.

Estimated Construction Duration:

Preconstruction January 2023 – June 2023: **6 months**

Demo existing buildings June 2023- August 2023: **3 Months**

New Campus site-work and construction September 2023 – July 2025: **23 Months**

Construction Cost Estimate: Fifty-Four Million One Hundred Fifty Thousand and NO/100 (\$54,150,000) This includes Owner and Contractor Contingencies

Architect: HMC Architects

Anticipated DSA Submission Date: Site Package to DSA – February 2023, Buildings to DSA – July 2023.

Anticipated DSA Approval Date: TBD

End of school Date: June 15, 2023

Anticipated Soft Demo Start Date: June 19, 2023

Anticipated Construction Completion Date: July 31, 2025

**APPENDIX B
Form of Agreement**

See Attached:

Site Lease
Facilities Lease

APPENDIX C-1

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

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

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

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]

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

APPENDIX C-2

**IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)**

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

OPTION 1. Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OPTION 2. Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT

APPENDIX C-3
Allowable General Condition Costs
Construction Phase Scope Detail

Project (On Site Jobsite Staff)		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Operations Manager		X		
2	Project Manager		X		
3	Project Superintendent		X		
4	Project Engineer		X		
5	Home Office Engineer		X		
6	Scheduling Engineer		X		
7	Field Engineer		X		
8	Draftsman/Detailer		X		
9	Record Drawings		X		
10	Field Accountant		X		
11	Time Keeper/Checker		X		
12	Secretarial/Clerk Typist		X		
13	Independent Surveyor	X			
14	Safety &. E.E.O. officer		X		
15	Runner/Water Boy		X		
16	Vacation Time/Job Site Staff		X		
17	Sick Leave/Job Site Staff		X		
18	Bonuses/Job Site Staff			X	
19	Quality Control Program		X		
20	Qualified SWPPP Practitioner (QSP)	X			
21	SWPPP Creation, Approval, Notifications	X			

Temporary Utilities		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Telephone Installation		X		
2	Telephone Monthly Charges		X		
3	Elect Power Installation	X			
4	Elect Power Distribution - Wiring/Spider boxes/ Lighting for construction	X			
5	Elect Power Monthly Charges				X
6	Water Service for construction	X			
7	Heating & Cooling Costs for	X			
8	Light Bulbs & Misc. Supplies for	X			
9	Clean-Up-Periodical	X			
10	Clean-Up-Final	X			
11	Dump Permits and Fees	X			
12	Recycling/Trash Dumpster	X			
13	Flagger/Traffic Control	X			
14	Dust Control	X			
15	Temporary Road and Maintenance if	X			
16	Trash Chute & Hopper (if applicable)	X			

Direct Job Costs		Direct Cost of the	General Conditions	Overhead and Profit	Paid by District
1	Wages of Construction Labor	X			
2	Labor/Fringe Benefits & Burden	X			
3	Subcontract Costs	X			
4	Material & Equipment/Included		X		
	a. Contractor Owned Equip, trucks		X		
	b. Small Tools - Purchase		X		
	c. Small Tools - Rental		X		
5	Warranty Work & Coordination			X	

Temporary Facilities		Direct Cost of the	General Conditions	Overhead and Profit	Paid by District
1	Office Trailers including shared office for IOR & CM (office must include lockable door, conditioned air, 3 desks, 3 chairs, 2 file cabinet, and Business Grade Hardline Internet	X			
2	Storage Trailer & Tool Shed Rental	X			
3	Office Furniture/Equip/computers	X			
4	Xerox Copies/Misc Printing	X			
5	Postage/UPS/FedEx	X			
6	Project Photographs	X			
7	Temporary Toilets	X			
8	Project Sign	X			
9	Temporary Fencing/Enclosures	X			
10	Covered Walkways if required	X			
11	Barricades	X			
12	Temporary Stairs	X			
13	Opening Protection	X			
14	Safety Railing & Nets	X			
15	Drinking Water/Cooler/Cup		X		
16	Safety/First Aid Supplies		X		
17	Fire Fighting Equipment		X		
18	Security Guards	X			
19	Watchman Service	X			
20	Phone lines, cell phones, WiFi/Hardline Internet		X		
21	Temporary "Swing space" portables to house teachers and students as required for phasing				X
22	Utility connections and civil work needed for temporary "swing space" portables as required for phasing	X			

Miscellaneous Project Costs		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Performance and Payment Bonds	X			
2	Developer-provided insurance				
3	Printing - Drwgs & Specs	X			
4	Initial Soils Investigation				X
5	Testing and Inspection				X
6	Maintenance After Occupancy				X
7	Facility Operator/Training	X			
8	Fees				X

Hoisting		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Hoist & Tower Rental	X			
2	Hoist Landing & Fronts	X			
3	Hoist Operator	X			
4	Hoist Safety Inspections	X			
5	Hoist Material Skips/Hoppers	X			
6	Erect & Dismantle Hoists	X			
7	Crane Rental	X			
8	Crane Operators	X			
9	Crane Safety Inspections	X			
1	Erect & Dismantle Crane	X			
1	Fuel, Repairs, Maintenance	X			
1	Crane Raising/Jumping Costs	X			
1	Safety Inspections	X			
1	Forklift Rental	X			
1	Forklift Operator	X			
1	Forklift Safety Inspections	X			
1	Fuel, Repairs, Maintenance	X			

Contractor's Main Office Staff		Direct Cost of the Work	General Conditions	Overhead and Profit	Paid by District
1	Corporate Executives			X	
2	Principal in Charge			X	
3	Estimating Cost Engineering			X	
4	Value Engineering			X	
5	Scheduling			X	
6	Drafting and Detailing			X	
7	Purchasing & Contracts			X	
8	Accounting & Bookkeeping			X	
9	Safety & E.E.O Officer			X	
10	Secretarial			X	
11	Clerk/Typist			X	
12	Computer/Data Processing			X	
13	Legal (General Services/Pertaining to			X	
14	Travel & Subsistence			X	
15	Fringe Benefits & Burden			X	
16	Vacation Time/Main Office			X	
17	Bonuses/Main Office			X	
General Conditions Total Cost transfer to Fee Proposal			\$		

Fee Proposal

Fee Proposal should be based on the estimated project costs in Appendix A to this RFQ/P. **Fee proposal form to be in a separate sealed envelope with one (1) hard copy and one (1) electronic copy.**

Proposing Firm Name: _____

	ITEM Description	AMOUNT	
1	Proposed Preconstruction Services Fee - Site Evaluation	\$	
2	Proposed Preconstruction Services Fee - Plan Review	\$	
3	Proposed Preconstruction Services Fee - Pre-Construction Meetings	\$	
4	Proposed Preconstruction Services Fee - Value Engineering	\$	
5	Proposed Preconstruction Services Fee - Detailed Construction Critical Path Schedule	\$	
6	Proposed Preconstruction Services Fee - Preliminary and Detailed Estimates	\$	
7	Proposed Preconstruction Services Fee - Construction Planning and Logistics Plan	\$	
8	Proposed Preconstruction Services Fee - Other Services	\$	
9	Total for Preconstruction Services (Rows 1-8)		\$
10	General Conditions: Refer to Appendix C-3 as reference for allowable costs and items that the Developer will include as general conditions and not as part of direct costs of work.		\$
11	Fee (inclusive of overhead and profit) (as a percentage of direct costs)		%
12	Bonds (Per Facilities Lease, Exhibit C, Section 2.1.8)		%
13	Insurance cost (Per Facilities Lease, Exhibit C, Section 2.1.8)		\$
14	Interest Rate on Loan Amount		%

Proposing Firm Signature: _____

Signature Name: _____

Signature Title: _____

APPENDIX D
CONSTRAINTS PLAN

See Attached AD1.07

Attachment AD1.02

FACILITIES LEASE

For all or a portion of the following Site:

Project: Nicholas Elementary School New School Construction and Modernization Project

Address: 6601 Steiner Drive, Sacramento, CA 95823

APN: 039-0133-011-0000

By and between

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824

And

[Developer]

[Address]

Dated as of _____, 20__

Attachment AD1.02

TABLE OF CONTENTS

	<u>Page</u>
1. Definitions.....	2
2. Exhibits.....	3
3. Lease of Project and Site.....	3
4. Term	4
5. Payment	5
6. Title.....	5
7. Quiet Enjoyment	5
8. Representations of the District	5
9. Representations of the Developer	6
10. Pre-construction Services	7
11. Construction of Project.....	15
12. Maintenance	16
13. Utilities	17
14. Taxes and Other Impositions	17
15. Insurance.....	17
16. Indemnification and Defense	24
17. Eminent Domain	25
18. Damage and Destruction.....	26
19. Abatement	26
20. Access	27
21. Assignment, Subleasing	27
22. Termination, Default And Suspension	28
23. Notices	36
24. Binding Effect	37
25. No Additional Waiver Implied by One Waiver	37
26. Severability	37
27. Amendments, Changes and Modifications	37
28. Net-Net-Net Lease.....	37
29. Execution in Counterparts	37
30. Developer and District Representatives	37
31. Applicable Law	37
32. Attorney's Fees	38
33. Captions	38

Attachment AD1.02

34. Prior Agreements38

35. Further Assurances.....38

36. Recitals and Exhibits Incorporated38

37. Time of the Essence38

38. Force Majeure.....38

39. Interpretation38

40. Exhibit A – Legal Description of Site38

41. Exhibit B – Description of Project38

42. Exhibit C – Guaranteed Maximum Price & Other Project Cost, Funding, and Payment Provisions38

43. Exhibit D - General Construction Provisions38

44. Exhibit D1 – Special Conditions.....38

45. Exhibit E – Memorandum of Commencement Date38

46. Exhibit F – Construction Schedule38

47. Exhibit G – Schedule of Values.....38

48. Exhibit H – Project Labor Agreement38

49. Exhibit I – SCUSD Division 01 Specifications38

Attachment AD1.02

FACILITIES LEASE

This facilities lease ("Facilities Lease"), dated as of _____, 20__ ("Effective Date"), is made and entered into by and between [Name of Developer] ("Developer"), a [California corporation] duly organized and existing under the laws of the State of California, as sublessor, and Sacramento City Unified School District, a school district duly organized and validly existing under the laws of the State of California, as sublessee ("District") (together, the "Parties").

RECITALS

WHEREAS, the District is authorized under Section 17406 of the Education Code of the State of California to lease a site to a developer and to have that developer develop and construct the project on the site and to lease back to the District the completed project and site; and

WHEREAS, on the date hereof, the District has leased to Developer, a parcel of land located at 6601 Steiner Drive, Sacramento, CA 95823, known as Nicholas Elementary School, particularly described in **Exhibit A** and shown on **Exhibit B** attached hereto and incorporated herein by reference ("Site"); and

WHEREAS, District and Developer have executed a site lease at the same time as this Facilities Lease whereby the District is leasing the Site to Developer ("Site Lease"); and

WHEREAS, the District desires to provide for the development and construction of certain work to be performed on portions of the Site which will include construction of improvements to be known as the Nicholas Elementary School New School Construction and Modernization Project("Project") and

WHEREAS, District has retained HMC Architects ("Architect") to prepare plans and specifications for the Project ("Plans and Specifications") and to act as the Design Professional in General Responsible Charge for the Project; and

WHEREAS, the Governing Board of the District ("Board") has determined that it is in the best interests of the District and for the common benefit of the citizens residing in the District to construct the Project by leasing the Site to Developer and by simultaneously entering into this Facilities Lease under which the District will lease back the completed Project and site from Developer and if necessary, make Lease Payments; and

WHEREAS, the District further acknowledges and agrees that it has entered into the Site Lease and the Facilities Lease pursuant to Education Code Section 17406 as the best available and most expeditious means for the District to satisfy its substantial need for the facilities to be provided by the Project and to accommodate and educate District students and to utilize its facilities proceeds expeditiously; and

WHEREAS, this Site Lease and Facilities Lease are awarded based a competitive solicitation process pursuant to Education Code section 17406 and in compliance with the required procedures and guidelines for evaluating the qualifications of proposers adopted and published by the Board to the proposer providing the best value to the school district, taking into consideration the proposer's demonstrated competence and professional qualifications necessary for the satisfactory performance of the services required; and

Attachment AD1.02

WHEREAS, the selection of Developer was conducted in a fair and impartial manner;
and

WHEREAS, Developer has reviewed the Lease Documents; and

WHEREAS, Developer represents that it has the expertise and experience to perform the services set forth in this Facilities Lease; and

WHEREAS, the Parties have performed all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Facilities Lease and all those conditions precedent to exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Parties hereto are now duly authorized to execute and enter into this Facilities Lease; and

WHEREAS, Developer is authorized to lease the Site as lessee and to develop the Project by constructing the Project on the Site and to lease the completed Project and Site back to the District, and has duly authorized the execution and delivery of this Facilities Lease.

NOW, THEREFORE, in consideration of the above recitals and of the mutual covenants hereinafter contained, the Parties hereto do hereby agree as follows:

1. Definitions

In addition to the terms and entities defined above or in subsequent provisions, and unless the context otherwise requires, the terms defined in this section shall, for all purposes of this Facilities Lease, have the meanings herein specified.

1.1 "Developer" or "Lessor" means _____, a [California corporation], organized and existing under the laws of the State of [California], Contractor's license number _____ issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code, and its successors and assigns.

1.2 "Developer's Representative" means the Managing Member of Developer, or any person authorized to act on behalf of Developer under or with respect to this Facilities Lease.

1.3 "Contract Documents" are defined in **Exhibit D** to this Facilities Lease.

1.4 "District" or "Lessee" means the Sacramento City Unified School District, a school district duly organized and existing under the laws of the State of California.

1.5 "District Representative" means the Superintendent of the District, or any other person authorized by the Governing Board of the District to act on behalf of the District under or with respect to this Facilities Lease.

1.6 "Permitted Encumbrances" means, as of any particular time:

1.6.1 Liens for general ad valorem taxes and assessments, if any, not then delinquent, or which the District may permit to remain unpaid;

Attachment AD1.02

1.6.2 The Site Lease.

1.6.3 This Facilities Lease.

1.6.4 Easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions which exist of record as of the date of this Facilities Lease.

1.6.5 Easements, rights of way, mineral rights, drilling rights and other rights, reservations, covenants, conditions or restrictions established following the date of recordation of this Facilities Lease and to which Developer and the District consent in writing which will not impair or impede the operation of the Site.

2. Exhibits

The following Exhibits are attached to and by reference incorporated and made a part of this Facilities Lease:

2.1 Exhibit A - Legal Description of the Site: The description of the real property constituting the Site.

2.2 Exhibit B - Description of the Project: The map or diagram depiction of the Project.

2.3 Exhibit C - Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions: A detailed description of the Guaranteed Maximum Price and the provisions related to the payment of that amount to Developer, including Attachment 3, the Schedule of Lease Payments and Payoff Dates and Amounts.

2.4 Exhibit D - General Construction Provisions: The provisions generally describing the Project's construction.

2.5 Exhibit D-1 - Special Conditions Provisions: The provisions describing conditions specific to the Project's construction.

2.6 Exhibit E - Memorandum of Commencement Date: The Memorandum which will memorialize the commencement and expiration dates of the Lease Term.

2.7 Exhibit F - Construction Schedule

2.8 Exhibit G - Schedule of Values

2.9 Exhibit H - Project Labor Agreement

2.10 Exhibit I - Division 01 Specification

3. Lease of Project and Site

3.1 Developer hereby leases the completed Project to the District, and the District hereby leases said completed Project and Site from Developer upon the terms and conditions set forth in this Facilities Lease.

Attachment AD1.02

3.2 The leasing by Developer to the District of the completed Project and Site shall not affect or result in a merger of the District's leasehold estate pursuant to this Facilities Lease and its fee estate as lessor under the Site Lease. Developer shall continue to have and hold a leasehold estate in the Site pursuant to the Site Lease throughout the Term thereof and the Term of this Facilities Lease.

3.3 As to the Site, this Facilities Lease shall be deemed and constitute a sublease.

4. Term

4.1 Facilities Lease is Legally Binding

This Facilities Lease is legally binding on the Parties upon execution by the Parties and the District Board's approval of this Facilities Lease. The "Term" of this Facilities Lease for the purposes of District's obligation to make Lease Payments shall commence on the date when Developer delivers possession of the Project to District and when all improvements to be provided by Developer are determined by the District to be completed as set forth in **Exhibit D** to this Facilities Lease.

Unless earlier terminated pursuant to the provisions of the Contract Documents, the Term of this Facilities Lease for the purposes of District's obligations to make Lease Payments shall terminate one (1) year thereafter or upon payment of the final lease payment.

4.2 After Developer has completed construction of the Project and the District has accepted the Project, the Parties shall execute the Memorandum of Commencement Date attached hereto as **Exhibit E** to memorialize the commencement date of the Lease Payments and expiration date of the Term. Notwithstanding this Term, the Parties hereby acknowledge that each has obligations, duties, and rights under this Facilities Lease that exist upon execution of this Facilities Lease and prior to the beginning of the Lease Payment obligations.

4.3 The Term may be extended or shortened upon the occurrence of the earliest of any of the following events, which shall constitute the end of the Term:

4.3.1 An Event of Default by District as defined herein and Developer's election to terminate this Facilities Lease as permitted herein; or

4.3.2 An Event of Default by Developer as defined herein and District's election to terminate this Facilities Lease as permitted herein; or

4.3.3 Consummation of the District's purchase option pursuant to the Guaranteed Maximum Price and Other Project Cost, Funding, and Payment Provisions indicated in **Exhibit C** ("Guaranteed Maximum Price Provisions"); or

4.3.4 A third-party taking of the Project under Eminent Domain, only if the Term is ended as indicated more specifically herein; or

4.3.5 Damage or destruction of the Project, only if the Term is ended as indicated more specifically herein.

Attachment AD1.02

5. **Payment**

In consideration for the lease of the completed Project and Site by Developer back to the District and for other good and valuable consideration, the District shall make all necessary payments pursuant to the Guaranteed Maximum Price Provisions indicated in **Exhibit C**.

6. **Title**

6.1 During the Term of this Facilities Lease, the District shall hold fee title to the Site, including the Project, and nothing in this Facilities Lease or the Site Lease shall change, in any way, the District's ownership interest.

6.2 During the Term of this Facilities Lease, Developer shall have a leasehold interest in the Site pursuant to the Site Lease.

6.3 During the Term of this Facilities Lease, Developer shall hold title to the Project improvements provided by Developer which comprise fixtures, repairs, replacements or modifications thereto.

6.4 If the District exercises its Purchase Option pursuant to the Guaranteed Maximum Price Provisions indicated in **Exhibit C** or if District makes all necessary payments under the Guaranteed Maximum Price Provisions indicated in **Exhibit C**, all right, title and interest of Developer, its assigns and successors in interest in and to the Project and the Site shall be transferred to and vested in the District at the end of the Term. Title shall be transferred to and vested in the District hereunder without the necessity for any further instrument of transfer; provided, however, that Developer agrees to execute any instrument requested by District to memorialize the termination of this Facilities Lease and transfer of title to the Project.

7. **Quiet Enjoyment**

Upon District's possession of the Project, Developer shall thereafter provide the District with quiet use and enjoyment of the Project, and the District shall during the Term peaceably and quietly have and hold and enjoy the Project, without suit, trouble or hindrance from Developer, except as otherwise may be set forth in this Facilities Lease. Developer will, at the request of the District and at Developer's cost, join in any legal action in which the District asserts its right to such possession and enjoyment to the extent Developer may lawfully do so. Notwithstanding the foregoing, Developer shall have the right to inspect the Project and the Site as provided herein.

8. **Representations of the District**

The District represents, covenants and warrants to Developer as follows:

8.1 Due Organization and Existence

The District is a school district, duly organized and existing under the Constitution and laws of the State of California.

Attachment AD1.02

8.2 Authorization

The District has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

8.3 No Violations

Neither the execution and delivery of this Facilities Lease nor the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the District is now a party or by which the District is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the District, or upon the Site, except Permitted Encumbrances.

8.4 Condemnation Proceedings

8.4.1 District covenants and agrees, but only to the extent that it may lawfully do so, that so long as this Facilities Lease remains in effect, the District will not seek to exercise the power of eminent domain with respect to the Project so as to cause a full or partial termination of this Facilities Lease.

8.4.2 If for any reason the foregoing covenant is determined to be unenforceable or in some way invalid, or if District should fail or refuse to abide by such covenant, then, to the extent it may lawfully do so, District agrees that the financial interest of Developer shall be as indicated in this Facilities Lease.

9. Representations of Developer

Developer represents, covenants and warrants to the District as follows:

9.1 Due Organization and Existence

Developer is a [California company] duly organized and existing under the laws of the State of [California], has the power to enter into this Facilities Lease and the Site Lease; is possessed of full power to lease, lease back, and hold real and personal property and has duly authorized the execution and delivery of all of the aforesaid agreements.

9.2 Authorization

Developer has the full power and authority to enter into, to execute and to deliver this Facilities Lease, and to perform all of its duties and obligations hereunder, and has duly authorized the execution of this Facilities Lease.

9.3 No Violations

Neither the execution and delivery of this Facilities Lease and the Site Lease, nor the fulfillment of or compliance with the terms and conditions hereof or thereof, nor the consummation of the transactions contemplated hereby or thereby, conflicts with or

Attachment AD1.02

results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which Developer is now a party or by which Developer is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of Developer, or upon the Site, except Permitted Encumbrances.

9.4 No Bankruptcy

Developer is not now nor has it ever been in bankruptcy or receivership.

9.5 No Encumbrances

Developer shall not pledge any District payments of any kind, related to the Site Lease, this Facilities Lease, or in any way derived from the Site, and shall not mortgage or encumber the Site, except as may be specifically permitted pursuant to the provisions of this Facilities Lease related to Developer's financing the construction of the project.

9.6 Continued Existence

Developer shall not voluntarily commence any act intended to dissolve or terminate the legal existence of Developer, at or before the latest of the following:

9.6.1 Eighteen (18) months following completion of the Project.

9.6.2 One (1) year following expiration or earlier termination of the Term.

9.6.3 After dismissal and final resolution of any and all disputes between the Parties and/or any third-party claims related, in any way, to the Project.

While the lease documents are in effect, Developer shall give District one hundred twenty (120) days written notice prior to dissolving or terminating the legal existence of Developer.

10. Preconstruction Services

10.1 Scope of the Preconstruction Services

Developer shall perform management and coordination services, plan and specification constructability reviews, provide value-engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the construction phase of the project, including but not limited to the following:

10.1.1 General Services

10.1.1.1 Developer shall attend meetings between the Architect, the District, District site personnel, and any other applicable consultants of the District as required to discuss the Project, including budget, scope and schedule.

10.1.1.2 Developer shall assist the Architect with making formal presentations to the governing board of District. Such assistance is

Attachment AD1.02

anticipated to include floor plans and elevations necessary for any architectural presentation.

10.1.1.3 Developer shall prepare a rough schedule in a format acceptable to District, and update as necessary.

10.1.1.4 Developer shall prepare and update the components of the Guaranteed Maximum Price and shall be primarily responsible for ensuring that the Project can be and is constructed for no more than that amount.

10.1.1.5 While the Architect is anticipated to provide primary assistance, Developer shall assist District with City land use issues.

10.1.1.6 Architect shall act as lead and Developer will assist District and Architect with DSA review, input, and timeframe for same.

10.1.1.7 Architect shall act as lead and Developer will assist with review and comment upon geotechnical / soils investigation and report.

10.1.1.8 Architect shall act as lead and Developer will assist with review and comment upon survey of the Site for the Project.

10.1.1.9 Developer will prepare meeting minutes.

10.1.1.10 Prepare schedule for preconstruction deliverables, subject to District's approval, and provide preconstruction deliverables within time frames of approved preconstruction schedule.

10.1.2 Review of Design Documents.

10.1.2.1 Review Project design and budget with District and Architect based on the 100% Construction Documents submitted to DSA to:

10.1.2.1.1 Provide recommendations on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery;

10.1.2.1.2 Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;

10.1.2.1.3 Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof if requested, and factors relating

Attachment AD1.02

to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;

10.1.2.1.4 Provide plan review.

10.1.2.1.5 Value-engineering. Prepare a value-engineering report for District review and approval that:

10.1.2.1.5.1 Details areas of cost saving (e.g. construction processes/procedures, specified materials and equipment, and equipment or other aspects of the design documents that can be modified to reduce costs and/or the time for achieving final completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project);

10.1.2.1.5.2 Provides detailed estimate for proposed value-engineering items;

10.1.2.1.5.3 Defines methodology or approaches that maximize value; and

10.1.2.1.5.4 Identifies design choices that can be more economically delivered.

10.1.2.1.6 Constructability Review. Prepare detailed interdisciplinary constructability review within Fourteen (14) days of receipt of the plans from the District that:

10.1.2.1.6.1 Ensures construction documents are well coordinated and reviewed for errors;

10.1.2.1.6.2 Identifies to the extent known, construction deficiencies and areas of concern;

10.1.2.1.6.3 Back-checks design drawings for inclusion of modifications; and

10.1.2.1.6.4 Provides the District with written confirmation that:

10.1.2.1.6.4.1 Requirements noted in the design documents prepared for the Project are consistent with and conform to the District's Project requirements and design standards.

10.1.2.1.6.4.2 Various components have been coordinated and are consistent with each other so

Attachment AD1.02

as to minimize conflicts within or between components of the design documents.

10.1.2.2 Confirm Modifications to Design Drawings. If the District accepts Developer's comments, including the value-engineering and/or constructability review comments, review the design documents to confirm that those comments are properly incorporated into the final design documents.

10.1.2.3 In doing so, it is recognized that Developer is not acting in the capacity of a licensed design professional, and that Developer's examination is made in good faith to facilitate construction and does not create an affirmative responsibility of a design professional to detect errors, omissions or inconsistencies in the Contract Documents or to ascertain compliance with applicable laws, building codes or regulations. However, nothing in this provision shall abrogate Developer's responsibilities for discovering and reporting any error, inconsistency, or omission pursuant to the Contract within the Developer's standard of care including, without limitation, any applicable laws, ordinance, rules, or regulations.

10.1.3 Budget of Project Costs.

10.1.3.1 At each stage of plan review indicated above, Developer will update and refine the budget of the Guaranteed Maximum Price based on the most recent set of design documents. Developer shall also advise the District and the Architect if it appears that the total construction costs may exceed the Guaranteed Maximum Price established by the District and shall make recommendations for corrective action. Developer will further provide input to the District and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability.

10.1.3.2 In each budget of the Guaranteed Maximum Price, Developer shall include values of scopes of work subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction. This budget of the Guaranteed Maximum Price shall include, at a minimum, the following information divided into at least the following categories for each site:

10.1.3.2.1 Overhead and profit;

10.1.3.2.2 Supervision;

10.1.3.2.3 General conditions;

10.1.3.2.4 Layout & Mobilization (not more than 1%);

10.1.3.2.5 Submittals, samples, shop drawings (not more than 3%);

Attachment AD1.02

10.1.3.2.6 Bonds and insurance (not more than 2%);

10.1.3.2.7 Close-out documentation (not less than 3%);

10.1.3.2.8 Demolition;

10.1.3.2.9 Installation;

10.1.3.2.10 Rough-in;

10.1.3.2.11 Finishes;

10.1.3.2.12 Testing;

10.1.3.2.13 Owner and Maintenance Manuals (not less than 2%); and

10.1.3.2.14 Punchlist and District acceptance (not less than 3%).

10.1.4 Construction Schedule and Phasing Plan

Developer shall prepare a preconstruction schedule to guide the design team through to bid dates. That schedule shall show the multiple phases and interrelations of design, constructability review, and estimating. Developer shall also prepare a full construction schedule for the Project detailing the construction activities. Developer shall further investigate, recommend and prepare a schedule for the purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

10.1.5 Construction Planning and Bidding

10.1.5.1 For all of Developer's activities relating to construction planning and bidding, Developer shall comply with all applicable legal requirements, including but not limited to those set forth in Education Code section 17406.

10.1.5.2 Consult with District staff in relation to the existing site. Selected developer should make site visits, as needed to review the current site conditions. During this evaluation, Respondent may make recommendations relating to soils investigations and utility locations and capacities, in order to minimize unforeseen conditions.

10.1.5.3 Attend meetings at the Site with the Architect and the design team as needed.

10.1.5.4 Provide plan review and constructability services with an emphasis on ensuring that the Project can be completed within the established schedule and within the available budget.

Attachment AD1.02

10.1.5.5 Provide a detailed analysis of all major Project systems with an emphasis on possible value engineering possibilities.

10.1.5.6 Prepare and distribute specifications and drawings provided by District to facilitate bidding to Developer's subcontractors.

10.1.5.7 Review the drawings and specifications to eliminate areas of conflict and overlapping in the work to be performed by various subcontractors, and with a view to eliminating change order requests by the Architect or subcontractors.

10.1.5.8 Conduct pre-bid conferences with invitations to Architect and CM firm. Coordinate with District and the Architect in responding to subcontractor questions or providing clarification to all subcontractors.

10.1.5.9 DSA approved plans shall be utilized to receive subcontractor bids and develop the GMP in accordance with the lease-leaseback agreement forms, including the requirement that Developer engage in competitive bidding for subcontractors for all scopes of work on the Project that constitute more than one half of one percent (0.5%) of the GMP. The District representative shall be present during the receipt of bids from subcontractors.

10.1.5.10 Each phase GMP shall be presented to the District in the following manner within a three ring binder as well as submitted electronically as a bookmarked PDF on an external USB drive:

10.1.5.10.1 Cover sheet, signed by Developer indicating the GMP dollar amount with a certification, indicating that the GMP is all inclusive per the plans, specifications and addenda (contract documents). Also include certification stating, "Developer hereby certifies that they have reviewed all subcontractor proposals and whether the subcontractor excluded portions of their scope Developer has included all costs for a complete GMP in accordance with plans, specifications and addenda."

10.1.5.10.2 A bid tabulation sheet indicating the breakdown by subcontractor/trade along with the appropriate general condition amount, other fees (as submitted with the response to the RFQ/P).

10.1.5.10.3 Behind the bid tabulation sheet mentioned in subdivision 10.1.5.5.2 above should be a sheet that indicates what is included in the general conditions, which should match what was submitted in the response to the RFQ/P.

10.1.5.10.4 Copies of all subcontractor bids received divided by trade that corresponds to the final spread sheet with a cover sheet indicating the scope and subcontractors that provided bids as well as those that were asked to bid, but did not submit a

Attachment AD1.02

proposal. This sheet should have the dollar amounts for each subcontractor that provided a bid with the first column being the proposed subcontractor for that trade.

10.1.5.10.5 Behind subdivision 10.1.5.5.4 above should be the bids for that trade with the proposed subcontractor bid on top and the other subcontractor bids in descending order based on best value score.

10.1.5.10.6 The minimum number of bona fide bids from contractors for a specific trade shall be as follows:

10.1.5.10.6.1 Two (2) bids for subcontracts up to One Hundred Thousand Dollars (\$100,000);

10.1.5.10.6.2 Three (3) bids for subcontracts over One Hundred Thousand Dollars (\$100,000).

10.1.5.10.7 If Developer intends to propose to self-perform portion(s) of the construction of the Project, it must receive the District's prior written approval. If approved, Developer must provide its pricing (its bid) to the District at least twenty-four (24) hours prior to Developer's receipt of Subcontractor bids for those portion(s) of the Work.

10.1.5.10.7.1 Regardless of the scope of work and not in any way reducing the number of Subcontractor bids based on the other requirements of the Contract Documents, the minimum number of bona fide bids from Subcontractors for scope(s) of Work that Developer is bidding to self-perform shall be Two (2) Bids, not including Developer's pricing/bid.

10.1.5.11 Produce detailed construction CPM schedules to be incorporated into the Project documents including identification of the Project critical path and agency approvals.

10.1.5.12 Plan the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, etc. as required.

10.1.5.13 Any other services that are reasonable and necessary to control the budget and schedule. List those areas where subconsultants will be required and where the Respondent has in-house expertise. Provide resumes of persons providing each of these services and for key personnel assigned to the Project.

10.2 Schedule

Preconstruction services outlined above will commence on the date the District issues a Notice to Proceed with Preconstruction Services for the Agreement, and conclude upon approval of the Amendment to the Lease Agreements by District's Board, or

Attachment AD1.02

termination of this Agreement by either party per the Agreement's terms. Any extension shall be subject to reasonable approval in writing by the Parties.

10.3 Ownership of Records

It is mutually agreed that all materials prepared by Developer under this Agreement shall become the property of the District and Developer shall have no property right therein whatsoever. Developer hereby assigns to District any copyrights associated with the materials prepared pursuant to the Agreement.

10.4 Open Book Policy

There will be an open book policy with Developer and its construction team. District shall have access to all **subcontractor bids, subcontractor schedule of values, value engineering back-up, contingency breakdown & tracking, and Developer fees.**

10.5 Compensation to Developer for Preconstruction Services

District agrees to reimburse Developer in the total amount not to exceed [AMOUNT IN WORDS] DOLLARS (\$[AMOUNT IN NUMBERS]), for the performance of services contemplated by this Agreement. Developer shall be paid monthly for the actual fees and allowed costs and expenses for all time and materials required and expended for work requested and specified by the District as completed. Said amount shall be paid within thirty (30) days upon submittal to and verification by the District of a monthly billing statement showing completion of the tasks for that month on a line item basis. In the event Developer and District continue with the lease/leaseback agreements for the development of the Project, this compensation for services rendered will be included as part of the Guaranteed Maximum Price ("GMP") to be paid to Developer by District.

Developer shall be responsible for any and all costs and expenses incurred by Developer, including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Project's Plans and Specifications, review and preparation of necessary documentation relating to the development of the Project, all travel-related expenses, as well as for meetings with District and its representatives, long distance telephone charges, copying expenses, salaries of Developer staff and employees working on the Project, overhead, and any other reasonable expenses incurred by Developer in performance of the services contemplated by this Agreement.

10.6 Termination before Construction Phase

10.6.1 Before the notice to proceed with the Construction Phase is issued by the District, this Agreement may be terminated at any time without cause by District upon fourteen (14) days written notice to Developer. In the event of such a termination by District, the District shall pay Developer for all undisputed services performed and expenses incurred per this Agreement, supported by documentary evidence, including, but not limited to, payroll records, invoices from third parties retained by Developer pursuant to this Agreement, and expense reports up until the date of notice of termination plus any sums due Developer for Board-approved extra services. In ascertaining the services actually rendered hereunder up to the date of termination of this

Attachment AD1.02

Agreement, consideration shall be given to completed work and work in process that would best serve the District if a completed product was presented.

10.6.2 In the event that the Parties do not reach an agreement on the GMP, this Agreement will be terminated at that time. In the event of such a termination, the District shall pay Developer no more than the not to exceed amount in Section 10.5 above.

10.7 Construction Phase

Developer shall not commence work for which a contractor is required to be licensed in accordance with Article 5 (commencing with Section 7065) of Chapter 9 of Division 3 of the Business and Professions Code and for which Division of the State Architect approval is required can be performed before receipt of the required Division of the State Architect approval.

11. Construction of Project

11.1 Construction of Project

11.1.1 Developer agrees to cause the Project to be developed, constructed, and installed in accordance with the terms hereof and the Construction Provisions set forth in **Exhibit D**, including those things reasonably inferred from the Contract Documents as being within the scope of the Project and necessary to produce the stated result even though no mention is made in the Contract Documents.

11.1.2 Contract Time / Construction Schedule

It is hereby understood and agreed that the Contract Time for this Project shall be [days in words] ([days in numbers]) calendar days for construction, and be [days in words] ([days in numbers]) calendar days for close-out, commencing with the Notice to Proceed construction phase and ending with completion of the construction work which will occur no later than July 31, 2025 and close-out August 27, 2025 ("Contract Time"). The Construction Schedule must be accepted by the District.

11.1.3 Schedule of Values

Developer will provide a schedule of values, approved by the District, which will be attached hereto as **Exhibit G** ("Schedule of Values"). The Schedule of Values must be approved by the District. Refer to Exhibit D of the Facilities Lease section 10.1.6.2

11.1.4 Liquidated Damages

Time is of the essence for all work Developer must perform to complete the Project. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Developer's delay; therefore, Developer agrees that it shall pay to the District the sum of two thousand five hundred

Attachment AD1.02

dollars (\$2,500) per day as liquidated damages for each and every day's delay beyond the Contract Time.

11.1.4.1 It is hereby understood and agreed that this amount is not a penalty.

11.1.4.2 In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due Developer under this Facilities Lease. The District's right to assess liquidated damages is as indicated herein and in **Exhibit D**.

11.1.4.3 The time during which the construction of the Project is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant.

11.1.5 Guaranteed Maximum Price

Developer will cause the Project to be constructed within the GMP as set forth and defined in the GMP provisions in **Exhibit C**, and Developer will not seek additional compensation from District in excess of that amount.

11.1.6 Modifications

If the DSA requires changes to the Contract Documents submitted by District to Developer, and those changes change the construction costs and/or construction time for the Project, then those changed costs or time will be handled as a modification pursuant to the provisions of **Exhibit D**.

11.1.7 Labor Compliance Monitoring and Enforcement by Department of Industrial Relations

This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Developer specifically acknowledges and understands that it shall perform the Work of this Contract while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code.

12. Maintenance

Following delivery of possession of the Project by Developer to District, the repair, improvement, replacement and maintenance of the Project and the Site shall be at the sole cost and expense and the sole responsibility of the District, subject only to all punch list items and warranties against defects in materials and workmanship of Developer as provided in **Exhibit D**. The District shall pay for or otherwise arrange for the payment of the cost of the repair and replacement of the Project resulting from ordinary wear and tear. The District waives the benefits of subsections 1 and 2 of Section 1932 of the California Civil Code, but such waiver shall not limit any of the rights of the District under the terms of this Facilities Lease.

13. Utilities

Following delivery of possession of the Project by Developer to District, the cost and expenses for all utility services, including, but not limited to, electricity, natural gas, telephone, water, sewer, trash removal, cable television, janitorial service, security, heating, water, internet service, data transmission, and all other utilities of any type shall be paid by District.

14. Taxes and Other Impositions

All ad valorem real property taxes, special taxes, possessory interest taxes, bonds and special lien assessments or other impositions of any kind with respect to the Project, the Site and the improvements thereon, charged to or imposed upon either Developer or the District or their respective interests or estates in the Project, shall at all times be paid by District. In the event any possessory interest tax is levied on Developer, its successors and assigns, by virtue of this Facilities Lease or the Site Lease, District shall pay such possessory interest tax directly, if possible, or shall reimburse Developer, its successors and assigns for the full amount thereof within forty-five (45) days after presentation of proof of payment by Developer.

15. Insurance

15.1 Developer's Insurance

Developer shall comply with the insurance requirements as indicated here and in **Exhibit D**.

15.1.1 Commercial General Liability and Automobile Liability Insurance

15.1.1.1 Developer shall procure and maintain, during the life of the Project, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Developer, District, its Board Members, employees, agents, Construction Manager(s), Project Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from, or in connection with, operations under the Project. This coverage shall be provided in a form at least as broad as Insurance Services (ISO) Form CG 00 01 11 88. Developer shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability coverage, and Automobile Liability coverage including owned, non-owned, and hired automobiles, are included within the above policies and at the required limits, or Developer shall procure and maintain these coverages separately.

15.1.1.2 Developer's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed five thousand dollars (\$5,000) for deductible or twenty-five thousand dollars (\$25,000) for self-insured retention, respectively, unless approved in writing by District.

15.1.1.3 All such policies shall be written on an occurrence form.

Attachment AD1.02

15.1.2 Excess Liability Insurance

15.1.2.1 If Developer's underlying policy limits are less than required, subject to 15.1.2.3 below, Developer may procure and maintain, during the life of the Project, an Excess Liability Insurance Policy to meet the policy limit requirements of the required policies in order to satisfy, in aggregate with its underlying policy, the insurance requirements herein.

15.1.2.2 There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall protect Developer, District, its Board Members, employees, agents, Construction Manager(s), Project Manager(s), Project Inspector(s), and Architect(s) in amounts and including the provisions as set forth in **Exhibit D** and/or the Supplementary Conditions (if any), and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

15.1.2.3 The District, in its sole discretion, may accept the Excess Liability Insurance Policy that brings Developer's primary limits to the minimum requirements herein.

15.1.3 Subcontractor

15.1.3.1 Developer shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part, the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with minimum limits at least equal to the amount required of Developer except where smaller minimum limits are permitted as set forth below.

15.1.4 Workers' Compensation and Employer's Liability Insurance

15.1.4.1 In accordance with provisions of section 3700 of the California Labor Code, Developer and every Subcontractor shall be required to secure the payment of compensation to its employees.

15.1.4.2 Developer shall procure and maintain, during the life of the Project, Workers' Compensation Insurance and Employer's Liability Insurance for all of its employees engaged in work under the Project, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Developer shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employer's Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Developer's insurance. If any class of employee

Attachment AD1.02

or employees engaged in Work on the Project, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Developer shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

15.1.5 Builder's Risk Insurance: Builder's Risk "All Risk" Insurance

15.1.5.1 Developer 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.

15.1.6 Pollution Liability Insurance

15.1.6.1 Developer shall procure and maintain Pollution Liability Insurance that shall protect Developer, District, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant arising from operations under this Facilities Lease, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and/or gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. This coverage shall be provided in a form at least as broad as Insurance Services Offices, Inc. (ISO) Form CG 2415, or Developer shall procure and maintain these coverages separately.

15.1.6.2 Developer warrants that any retroactive date applicable to coverage under the policy shall predate the Effective Date of this Facilities Lease and that continuous coverage will be maintained or an extended reporting or discovery period will be exercised for a period of three (3) years, beginning from the time that the Work under the Contract is completed.

Attachment AD1.02

15.1.6.3 If Developer is responsible for removing any pollutants from a site, then Developer shall ensure that Any Auto, including owned, non-owned, and hired, are included within the above policies and at the required limits, to cover its automobile exposure for transporting the pollutants from the site to an approved disposal site. This coverage shall include the Motor Carrier Act Endorsement, MCS 90.

15.1.7 NOT USED

15.1.8 Proof of Carriage of Insurance and Other Requirements Endorsements and Certificates

15.1.8.1 Developer shall not commence Work nor shall it allow any Subcontractor to commence Work on the Project, until Developer and its Subcontractor(s) have procured all required insurance and Developer has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

15.1.8.2 Endorsements, certificates, and insurance policies shall include the following:

15.1.8.2.1 A clause stating the following, or other language acceptable to the District:

“This policy shall not be canceled and the coverage amounts shall not be reduced until notice has been mailed to District, Architect, and Construction Manager stating date of cancellation by the insurance carrier. Date of cancellation may not be less than thirty (30) days after date of mailing notice.”

15.1.8.2.2 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.

15.1.8.3 All endorsements, certificates and insurance policies shall state that District, its Board Members, employees and agents, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.

15.1.8.4 All endorsements shall waive any right to subrogation against any of the named additional insureds.

15.1.8.5 Developer's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance

Attachment AD1.02

maintained by District, its Board Members, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

15.1.8.6 Developer's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

15.1.8.7 No policy shall be amended, canceled, or modified, and the coverage amounts shall not be reduced, until Developer or Developer's broker has provided written notice to District, Architect, and Construction Manager stating date of the amendment, modification, cancellation or reduction, and a description of the change. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.

15.1.8.8 Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Developer's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by Developer and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Facilities Lease. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Facilities Lease, and will cover Developer and all Subcontractors for all claims made.

15.1.8.9 Developer's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its Board Members, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

15.1.8.10 All endorsements shall waive any right to subrogation against any of the named additional insureds.

15.1.8.11 All policies shall be written on an occurrence form.

15.1.8.12 All of Developer's insurance shall be with insurance companies with an A.M. Best rating of no less than A: XI.

15.1.8.13 The insurance requirements set forth herein shall in no way limit Developer's liability arising out of or relating to the performance of the Work or related activities.

15.1.8.14 Failure of Developer and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Facilities Lease and constitute a Default by Developer pursuant to this Facilities Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Attachment AD1.02

15.1.9 Insurance Policy Limits

The limits of insurance shall not be less than the following amounts:

COMMERCIAL GENERAL LIABILITY	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	\$5,000,000 per occurrence; \$10,000,000 aggregate Subcontractors (over 10%): \$2,000,000 per occurrence; \$4,000,000 annual aggregate
EXCELL LIABILITY		Developer: \$25,000,000 per occurrence; \$25,000,000 annual aggregate Subcontractors (over 10%): \$5,000,000 per occurrence; \$5,000,000 annual aggregate
AUTOMOBILE LIABILITY – ANY AUTO	Combined Single Limit	\$3,000,000
WORKERS’ COMPENSATION		Statutory limits pursuant to State law
EMPLOYER’S LIABILITY		\$1,000,000
BUILDER’S RISK (COURSE OF CONSTRUCTION)		Replacement Cost
POLLUTION LIABILITY		\$2,000,000 per occurrence; \$2,000,000 annual aggregate

If Developer 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, Developer 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.

Attachment AD1.02

The limits of insurance for those subcontractors whose subcontract does not exceed 10% of Contract Value shall not be less than the following amounts:

COMMERCIAL GENERAL LIABILITY	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	\$2,000,000 per occurrence; \$4,000,000 in annual aggregate
Excess Liability		\$5,000,000 per occurrence; \$5,000,000 annual aggregate
AUTOMOBILE LIABILITY - ANY AUTO	Combined Single Limit	\$2,000,000
WORKERS' COMPENSATION		Statutory limits pursuant to State law
EMPLOYER'S LIABILITY		\$1,000,000

Notwithstanding anything in this Facilities Lease to the contrary, the above insurance requirements may be modified as appropriate for subcontractors, with District's prior written approval.

15.2 District's Insurance

15.2.1 Rental Interruption Insurance

District shall at all times from and after District's acceptance of the Project, for the benefit of District and Developer, as their interests may appear, maintain rental interruption insurance to cover loss, total or partial, of the use of the Project due to damage or destruction, in an amount at least equal to the maximum estimated Lease Payments payable under this Facilities Lease during the current or any future twenty-four (24) month period. This insurance may be maintained as part of or in conjunction with any other insurance coverage carried by the District, and such insurance may be maintained in whole or in part in the form of participation by the District in a joint powers agency or other program providing pooled insurance. This insurance may not be maintained in the form of self-insurance.

15.2.2 Property Insurance

District shall at all times from and after District's acceptance of the Project, carry and maintain in force a policy of property insurance for 100% of the insurable replacement value with no coinsurance penalty, on the Site and the Project, together with all improvements thereon, under a standard "all risk" contract insuring against loss or damage. Developer shall be named as additional insureds or co-insureds thereon by way of endorsement. District shall have the right to procure the required insurance through a joint powers agency or to self-insure against such losses or portion thereof as is deemed prudent by District.

16. Indemnification and Defense

16.1 To the fullest extent permitted by California law, Developer shall indemnify, keep and hold harmless the District, the Architect(s) and Construction Manager(s), their respective consultants, separate contractors, board members, officers, representatives, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, injury, damages, losses, and expenses ("Claims"), including but not limited to attorney's fees and costs, caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by Developer or its Subcontractors, vendors and/or suppliers. However, Developer's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent the Claim(s) is/are caused wholly by the active negligence or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. This indemnification and hold harmless obligation of Developer shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist or arise as to any Indemnitee or other person described herein. This indemnification and hold harmless obligation includes, but is not limited to, any failure or alleged failure by Developer to comply with any law and/or provision of the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Developers obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR.

16.2 To the furthest extent permitted by California law, Developer shall also defend Indemnitees, at its own expense, including but not limited to attorneys' fees and costs, against all Claims caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Facilities Lease by Developer, its Subcontractors, vendors, or suppliers. However, without impacting Developer's obligation to provide an immediate and ongoing defense of Indemnitees, Developer's defense obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. The District shall have the right to accept or reject any legal representation that Developer proposes to defend the Indemnitees. If any Indemnitee provides its own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Developer shall reimburse such Indemnitee for any expenditures. Developer's defense obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any Indemnitee or other person described herein. Developer's defense obligation includes, but is not limited to, any failure or alleged failure by Developer to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Developer's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR. Developer shall give prompt notice to the District in the event of any Claim(s).

16.3 Without limitation of the provisions herein, if Developer's obligation to indemnify and hold harmless the Indemnitees or its obligation to defend Indemnitees as provided herein shall be determined to be void or unenforceable, in whole or in part,

Attachment AD1.02

it is the intention of the Parties that these circumstances shall not otherwise affect the validity or enforceability of Developer's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein. Further, Developer shall be and remain fully liable on its agreements and obligations herein to the fullest extent permitted by law.

16.4 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Developer 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.

16.5 In any and all Claims against any of the Indemnitees by any employee of Developer, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, Developer's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Developer or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

16.6 The District may retain so much of the moneys due to Developer as shall be considered necessary, until disposition of any such Claims or until the District, Architect(s) and Construction Manager(s) have received written agreement from Developer that Developer will unconditionally defend the District, the Architect(s) and Construction Manager(s), their respective officers, agents and employees, and pay any damages due by reason of settlement or judgment.

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

17. Eminent Domain

17.1 Total Taking After Project Delivery

If, following delivery of possession of the Project by Developer to District, all of the Project and the Site is taken permanently under the power of eminent domain, the Term shall cease as of the day possession shall be so taken.

17.1.1 The financial interest of Developer shall be limited to the amount of principal payments pursuant to the GMP provisions indicated in **Exhibit C** that are then due or past due together with all remaining and succeeding principal payments pursuant to the GMP provisions indicated in **Exhibit C** for the remainder of the original Term. For example, if all of the Project and the Site is taken at the end of the third year of the Term, Developer shall be entitled to receive from the eminent domain award the sum of all principal payments pursuant to the GMP provisions indicated in **Exhibit C** that would have been owing for the fourth year through the end of the Term had there been no taking.

17.1.2 The balance of the award, if any, shall be paid to the District.

Attachment AD1.02

17.2 Total Taking Prior to Project Delivery

If all of the Project and the Site is taken permanently under the power of eminent domain and Developer is still performing the work of the Project and has not yet delivered possession of the Project to District, the Term shall cease as of the day possession shall be so taken. The financial interest of Developer shall be the amount Developer has expended to date for work performed on the Project, subject to documentation reasonably satisfactory to the District.

17.3 Partial Taking

If, following delivery of possession of the Project by Developer to District, less than all of the Project and the Site is taken permanently, or if all of the Project and the Site or any part thereof is taken temporarily, under the power of eminent domain.

17.3.1 This Facilities Lease shall continue in full force and effect and shall not be terminated by virtue of that partial taking and the Parties waive the benefit of any law to the contrary, and

17.3.2 There shall be a partial abatement of any principal payments pursuant to the GMP provisions indicated in **Exhibit C** as a result of the application of the net proceeds of any eminent domain award to the prepayment of those payments hereunder. The Parties agree to negotiate, in good faith, for an equitable split of the net proceeds of any eminent domain award and a corresponding reduction in the payments required pursuant to the GMP provisions indicated in **Exhibit C**.

18. Damage and Destruction

If, following delivery of possession of all or a portion of the Project by Developer to District, the Project is totally or partially destroyed due to fire, acts of vandalism, flood, storm, earthquake, Acts of God, or other casualty beyond the control of either party hereto, the Term shall end and District shall no longer be required to make any payments required pursuant to the GMP provisions indicated in **Exhibit C** that are then due or past due or any remaining and succeeding principal payments pursuant to the GMP provisions indicated in **Exhibit C** for the remainder of the original Term.

19. Abatement

19.1 If, after the Parties have executed the Memorandum of Commencement Date attached hereto as **Exhibit E**, the Project becomes destroyed or damaged beyond repair, the District may determine its use of the Project abated. Thereafter, the District shall have no obligation to make, nor shall Developer have the right to demand, the Lease Payments as indicated in the GMP provisions indicated in **Exhibit C** to this Facilities Lease. The Term shall cease at that time.

19.2 The Parties hereby agree that the net proceeds of the District's rental interruption insurance that the District must maintain during the Term, as required herein, shall constitute a special fund for the payment of the Lease Payments indicated in the GMP provisions indicated in **Exhibit C**.

Attachment AD1.02

19.3 The District shall as soon as practicable after such event, apply the net proceeds of its insurance policy intended to cover that loss ("Net Proceeds"), either to:

19.3.1 Repair the Project to full use.

19.3.2 Replace the Project, at the District's sole cost and expense, with property of equal or greater value to the Project immediately prior to the time of the destruction or damage, and that replacement, once completed, shall be substituted in this Facilities Lease by appropriate endorsement; or

19.3.3 Exercise the District's purchase option to **Exhibit D to the Facilities Lease** as indicated in the GMP provisions indicated in **Exhibit C** to this Facilities Lease.

19.4 The District shall notify Developer of which course of action it desires to take within thirty (30) days after the occurrence of the destruction or damage. The Net Proceeds of all insurance payable with respect to the Project shall be available to the District and shall be used to discharge the District's obligations under this Section.

20. Access

20.1 By Developer

Developer shall have the right at all reasonable times to enter upon the Site to construct the Project pursuant to this Facilities Lease. Following the acceptance of the Project by District, Developer may enter the Project at reasonable times with advance notice and arrangement with District for purposes of making any repairs required to be made by Developer.

20.2 By District

The District shall have the right to enter upon the Site at all times. District shall comply with all safety precautions and procedures required by Developer.

21. Assignment, Subleasing

21.1 Assignment and Subleasing by the District

Any assignment or sublease by District shall be subject to all of the following conditions:

21.1.1 This Facilities Lease and the obligation of the District to make the payments required pursuant to the GMP provisions indicated in **Exhibit C** shall remain obligations of the District; and

21.1.2 The District shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to Developer a true and complete copy of any assignment or sublease.

21.2 Assignment by Developer

Attachment AD1.02

Developer may assign its right, title and interest in this Facilities Lease, in whole or in part to one or more assignees, only after the written consent of District, which District will not unreasonably withhold. No assignment shall be effective against the District unless and until the District has consented in writing. Notwithstanding anything to the contrary contained in this Facilities Lease, no consent from the District shall be required in connection with any assignment by Developer to a lender for purposes of financing the Project as long as there are not additional costs to the District.

22. Termination, Default And Suspension

22.1 Termination; Lease Terminable Only As Set Forth Herein

22.1.1 Except as otherwise expressly provided in this Facilities Lease, this Facilities Lease shall not terminate, nor shall District have any right to terminate this Facilities Lease or be entitled to the abatement of any necessary payments pursuant to the GMP provisions in **Exhibit C** or any reduction thereof. The obligations hereunder of District shall not be otherwise affected by reason of any damage to or destruction of all or any part of the Project; the taking of the Project or any portion thereof by condemnation or otherwise; the prohibition, limitation or restriction of District's use of the Project; the interference with such use by any private person or contractor; the District's acquisition of the ownership of the Project (other than pursuant to an express provision of this Facilities Lease); any present or future law to the contrary notwithstanding. It is the intention of the Parties hereto that all necessary payments pursuant to the GMP provisions indicated in **Exhibit C** shall continue to be payable in all events, and the obligations of the District hereunder shall continue unaffected unless the requirement to pay or perform the same shall be terminated or modified pursuant to an express provision of this Facilities Lease.

22.1.2 Nothing contained herein shall be deemed a waiver by the District of any rights that it may have to bring a separate action with respect to any Event of Default by Developer hereunder or under any other agreement to recover the costs and expenses associated with that action. The District covenants and agrees that it will remain obligated under this Facilities Lease in accordance with its terms.

22.1.3 Following completion of the Project, the District will not take any action to terminate, rescind or avoid this Facilities Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Developer or any assignee of Developer in any such proceeding, and notwithstanding any action with respect to this Facilities Lease which may be taken by any trustee or receiver of Developer or of any assignee of Developer in any such proceeding or by any court in any such proceeding. Following completion of the Project, except as otherwise expressly provided in this Facilities Lease, District waives all rights now or hereafter conferred by law to quit, terminate or surrender this Facilities Lease or the Project or any part thereof.

22.1.4 District acknowledges that Developer may assign an interest in some or all of the necessary payments pursuant to the GMP provisions indicated in **Exhibit C** to a lender in order to obtain financing for the cost of constructing

Attachment AD1.02

the Project and that the lender may rely on the foregoing covenants and provisions in connection with such financing.

22.2 District's Request for Assurances

If District at any time reasonably believes Developer is or may be in default under this Contract, District may in its sole discretion notify Developer of this fact and request written assurances from Developer of performance of Work and a written plan from Developer to remedy any potential default under the terms of this Contract that the District may advise Developer of in writing. Developer shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. Developer's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Contract sufficient to justify termination for cause.

22.3 District's Right to Terminate Developer for Cause

22.3.1 Grounds for Termination

The District, in its sole discretion, without prejudice to any other right or remedy, may terminate the Site Lease and Facilities Lease and/or terminate Developer's right to perform the work of the Facilities Lease based upon any of the following:

22.3.1.1 Developer refuses or fails to execute the Work or any separable part thereof; or

22.3.1.2 Developer fails to complete said Work within the time specified or any extension thereof; or

22.3.1.3 Developer persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with the Facilities Lease; or

22.3.1.4 Prior to completion of the Project, Developer is adjudged a bankrupt, files a petition for relief as a debtor, or a petition is filed against Developer without its consent, and the petition not dismissed within sixty (60) days; or

22.3.1.5 Prior to the completion of the Project, Developer makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

22.3.1.6 Developer persistently or repeatedly refuses and/or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

22.3.1.7 Developer fails to make prompt payment to Subcontractors, or for material, or for labor; or

Attachment AD1.02

22.3.1.8 Developer persistently disregards laws, or ordinances, or instructions of District as indicated in **Exhibit D**, or otherwise in violation of **Exhibit D**; or

22.3.1.9 Developer fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

22.3.1.10 Developer or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Facilities Lease, including but not limited to a lapse in licensing or registration.

22.3.2 Notification of Termination

22.3.2.1 Upon the occurrence at District's sole determination of any of the above conditions, or upon Developer's failure to perform any material covenant, condition or agreement in this Facilities Lease, District may, without prejudice to any other right or remedy, serve written notice upon Developer and its Surety of District's termination of this Facilities Lease and/or Developer's right to perform the Work of this Facilities Lease. This notice will contain the reasons for termination.

22.3.2.2 Unless, within fifteen (15) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Facilities Lease and the Site Lease shall cease and terminate; provided, however, if the failure stated in the notice cannot be corrected within fifteen (15) days after the service of notice, District may consent to an extension of time, provided Developer instituted and diligently pursued corrective action within the applicable fifteen (15)-day period and until the violation is corrected. Upon District determination, Developer shall not be entitled to receive any further payment until the entire Work is finished.

22.3.2.3 Upon Termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Facilities Lease only if Surety:

22.3.2.3.1 Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Facilities Lease; and

22.3.2.3.2 Commences performance of this Facilities Lease within three (3) days from date of serving of its notice to District.

Attachment AD1.02

22.3.2.4 Surety shall not utilize Developer in completing the Project if the District notifies Surety of the District's objection to Developer's further participation in the completion of the Project. Surety expressly agrees that any developer which Surety proposes to fulfill Surety's obligations is subject to District's approval.

22.3.2.5 If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Developer and/or its Surety. Developer and its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Facilities Lease. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work all materials, appliances, plan, and other property belonging to Developer as may be on the Site of the Work, in bonded storage, or previously paid for.

22.3.3 Effect of Termination

22.3.3.1 If District terminates the Site Lease and the Facilities Lease pursuant to this section, the Site and any improvements built upon the Site shall vest in District upon termination of the Site Lease and Facilities Lease, and District shall thereafter be required to pay only the principal amounts then due and owing pursuant to the GMP provisions indicated in **Exhibit C**, less any damages incurred by District due to Developer's default, acts, or omissions.

22.3.3.2 The District shall retain all rights it possesses pursuant to this Facilities Lease including, without limitation.

22.3.3.2.1 The right to assess liquidated damages due because of any project delay; and

22.3.3.2.2 All rights the District holds to demand performance pursuant to Developer's required performance bond.

22.3.3.3 Developer shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Developer that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Developer that have not been incorporated in the construction of the Work, or which are not in place in the Work. Developer and its Surety shall be liable upon the performance bond for all damages caused the District by reason of Developer's failure to complete the Work under this Facilities Lease.

22.3.3.4 In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General

Attachment AD1.02

Conditions, the District shall not be liable nor account to Developer in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

22.3.3.5 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.

22.3.3.6 In the event that the Site Lease and Facilities Lease are terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by Developer or any impact or impairment of Developer's bonding capacity.

22.3.3.7 If the expense to the District to finish the Work exceeds the unpaid Guaranteed Maximum Price, Developer and Surety shall pay difference to District within twenty-one (21) days of District's request. District may apply any amounts otherwise due to Developer to this difference.

22.3.3.8 The District shall have the right (but shall have no obligation) to assume and/or assign to a replacement contractor or construction manager, or other third party who is qualified and has sufficient resources to complete the Work, the rights of Developer under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Facilities Lease. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, Developer shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractors under Subcontracts or other obligations or commitments. Developer must include this assignment provision in all of its Facilities Leases with its Subcontractors.

22.3.3.9 All payments due Developer hereunder shall be subject to a right of offset by the District for expenses, damages, losses, costs, claims, or reimbursements suffered by, or due to, the District as a result of any default, acts, or omissions of Developer.

22.3.3.10 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

22.4 Termination of Developer for Convenience

Attachment AD1.02

22.4.1 District in its sole discretion may terminate the Facilities Lease in whole or in part upon three (3) days written notice to Developer.

22.4.2 Upon notice, Developer shall:

22.4.2.1 Cease operations as directed by the District in the notice;

22.4.2.2 Take necessary actions for the protection and preservation of the Work as soon as possible; and

22.4.2.3 Terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

22.4.3 Within 30 days of the notice, Developer shall submit to the District a payment application for the actual cost for labor, materials, and services performed, including all Developer's and Subcontractor(s)' mobilization and/or demobilization costs, that is unpaid. Developer shall have no claims against the District except for the actual cost for labor, materials, and services performed that adequately documented through timesheets, invoices, receipts, or otherwise. District shall pay all undisputed invoice(s) for work performed until the notice of termination.

22.4.4 Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause.

22.5 Developer Remedies Upon District Default

22.5.1 Events of Default by District Defined

The following shall be "Events of Default" of the District under this Facilities Lease. The terms "Event of Default" and "Default," whenever they are used as to the District in the Site Lease or this Facilities Lease, shall only mean one or more of the following events:

22.5.1.1 Failure by the District to pay payments required pursuant to the GMP provisions in **Exhibit C**, and the continuation of this failure for a period of forty-five (45) days.

22.5.1.2 Failure by the District to perform any material covenant, condition or agreement in this Facilities Lease and that failure continues for a period of forty-five (45) days after Developer provides District with written notice specifying that failure and requesting that the failure be remedied; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Developer shall not withhold its consent to an extension of time if corrective action is instituted by the District within the applicable period and diligently pursued until the default is corrected.

22.5.2 Remedies on District's Default

If there has been an Event of Default on the District's part, Developer may exercise any and all remedies granted pursuant to this Facilities Lease;

Attachment AD1.02

provided, however, there shall be no right under any circumstances to accelerate any of the payments required pursuant to the GMP provisions in **Exhibit C** or otherwise declare those payments not then past due to be immediately due and payable.

22.5.2.1 Developer may rescind its leaseback of the Project to the District under this Facilities Lease and re-rent the Project and Site to another lessee for the remaining Term for no less than the fair market value for leasing the Project and Site, which shall be:

22.5.2.1.1 An amount determined by a mutually-agreed upon appraiser; or

22.5.2.1.2 If an appraiser cannot be agreed to, an amount equal to the mean between a District appraisal and a Developer appraisal for the Project and Site, both prepared by MAI-certified appraisers.

22.5.2.2 District's obligation to make the payments required pursuant to the GMP provisions indicated in **Exhibit C** shall be:

22.5.2.2.1 Increased by the amount of costs, expenses, and damages incurred by Developer in re-renting the Project and Site; and

22.5.2.2.2 Decreased by the amount of rent Developer receives in re-letting the Project and Site.

22.5.2.3 District agrees that the terms of this Facilities Lease constitute full and sufficient notice of the right of Developer to re-rent the Project and Site in the Event of Default without effecting a surrender of this Facilities Lease, and further agrees that no acts of Developer in re-renting as permitted herein shall constitute a surrender or termination of this Facilities Lease, but that, on the contrary, in the event of an Event of Default by the District the right to re-rent the Project and Site shall vest in Developer as indicated herein.

22.5.3 District's Continuing Obligation

Unless there has been damage, destruction, a Taking, or Developer has acted, failed to act, or is in default as indicated above providing District with the right to terminate for cause, the District shall continue to remain liable for the payments required pursuant to the GMP provisions in **Exhibit C** and those amounts shall be payable to Developer at the time and in the manner therein provided.

22.5.4 No Remedy Exclusive

No remedy herein conferred upon or reserved to Developer is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Facilities Lease or now or hereafter existing

Attachment AD1.02

at law or in equity. No delay or omission to exercise any right or power accruing upon any Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Developer to exercise any remedy reserved to it in this article, it shall not be necessary to give any notice, other than such notice as may be required in this Article or by law.

22.6 Emergency Termination Pursuant to Public Contracts Act of 1949

22.6.1 This Facilities Lease is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

22.6.1.1 Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

22.6.1.2 Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

22.6.2 Compensation to Developer shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price may control. The District, at its sole discretion, may adopt the Schedule of Values Price as the value of the work done or any portion thereof.

22.7 Suspension of Work

22.7.1 District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to Developer.

22.7.1.1 An adjustment may be made for changes in the cost of performance of the Work caused by any suspension, delay or interruption. No adjustment shall be made to the extent:

Attachment AD1.02

22.7.1.1.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Developer is responsible; or

22.7.1.1.2 That an equitable adjustment is made or denied under another provision of the Site Lease or the Facilities Lease; or

22.7.1.1.3 That the suspension of Work was the direct or indirect result of Developer’s failure to perform any of its obligations hereunder.

22.7.1.1.4 The delay could not have been avoided or mitigated by Developer's reasonable diligence.

22.7.1.2 Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order in **Exhibit D**. This amount shall be full compensation for all Developer’s and its Subcontractor(s)’ changes in the cost of performance of the Facilities Lease caused by any such suspension, delay or interruption.

23. 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, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

24. Notices

All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed to have been received five (5) days after deposit in the United States mail in registered or certified form with postage fully prepaid or one (1) business day after deposit with an overnight delivery service with proof of actual delivery:

If to District:

Sacramento City Unified School District
5735 47th Avenue
Sacramento, CA 95824
Attn: _____

If to Developer:

[Developer]
[Address]
Attn: [Name, Title]

With a copy to:

Deidree Sakai, Esq.
Dannis Woliver Kelley
200 California Street, Suite 400
San Francisco, CA 94111

Attachment AD1.02

Developer and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

25. Binding Effect

This Facilities Lease shall inure to the benefit of and shall be binding upon Developer and District and their respective successors, transferees and assigns.

26. No Additional Waiver Implied by One Waiver

In the event any agreement contained in this Facilities Lease should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

27. Severability

In the event any provision of this Facilities Lease shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision hereof, unless elimination of the invalid provision materially alters the rights and obligations embodied in this Facilities Lease or the Site Lease.

28. Amendments, Changes and Modifications

Except as to the termination rights of both Parties as indicated herein, this Facilities Lease may not be amended, changed, modified, altered or terminated without the written agreement of both Parties hereto.

29. Net-Net-Net Lease

This Facilities Lease shall be deemed and construed to be a "net-net-net lease" and the District hereby agrees that all payments it makes pursuant to the GMP provisions in **Exhibit C** shall be an absolute net return to Developer, free and clear of any expenses, charges or set-offs.

30. Execution in Counterparts

This Facilities Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

31. Developer and District Representatives

Whenever under the provisions of this Facilities Lease the approval of Developer or the District is required, or Developer or the District is required to take some action at the request of the other, the approval or request shall be given for Developer by Developer's Representative and for the District by the District's Representative, and any party hereto shall be authorized to rely upon any such approval or request.

32. Applicable Law

This Facilities Lease shall be governed by and construed in accordance with the laws of the State of California, and venued in the County within which the Site is located.

Attachment AD1.02

33. Attorney's Fees

If either party brings an action or proceeding involving the Property or to enforce the terms of this Facilities Lease or to declare rights hereunder, each party shall bear the cost of its own attorneys' fees.

34. Captions

The captions or headings in this Facilities Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Facilities Lease.

35. Prior Agreements

This Facilities Lease and the corresponding Site Lease collectively contain all of the agreements of the Parties hereto with respect to any matter covered or mentioned in this Facilities Lease and no prior agreements or understanding pertaining to any matter shall be effective for any purpose.

36. Further Assurances

Parties shall promptly execute and deliver all documents and instruments reasonably requested to give effect to the provisions of this Facilities Lease.

37. Recitals and Exhibits Incorporated

The Recitals set forth at the beginning of this Facilities Lease and the attached Exhibits are hereby incorporated into its terms and provisions by this reference.

38. Time of the Essence

Time is of the essence with respect to each of the terms, covenants, and conditions of this Facilities Lease.

39. Force Majeure

A party shall be excused from the performance of any obligation imposed in this Facilities Lease and the exhibits hereto for any period and to the extent that a party is prevented from performing that obligation, in whole or in part, as a result of delays caused by the other party or third parties, a governmental agency or entity, an act of God, pandemic, war, terrorism, civil disturbance, forces of nature, fire, flood, earthquake, strikes, or lockouts, and that non-performance will not be a default hereunder or a grounds for termination of this Facilities Lease.

40. Interpretation

None of the Parties hereto, nor their respective counsel, shall be deemed the drafters of this Facilities Lease for purposes of construing the provisions thereof. The language in all parts of this Facilities Lease shall in all cases be construed according to its fair meaning, not strictly for or against any of the Parties hereto.

[SIGNATURES ON NEXT PAGE]

Attachment AD1.02

IN WITNESS WHEREOF, the Parties have caused this Facilities Lease to be executed by their respective officers who are duly authorized, as of the Effective Date.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20__

Dated: _____, 20__

Sacramento City Unified School District

[Developer]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attachment AD1.02

EXHIBIT A

LEGAL DESCRIPTION OF SITE

Attached is the Legal Description for:

Project: Nicholas Elementary School New School Replacement Project
6601 Steiner Drive, Sacramento, CA 95823

APN: 039-0133-011-0000

LOT A, FRUITRIDGE VISTA NO. 14, & POR SEC. 33, T8N, R5E M.D.B.& M. BOUNDED BY W BY SD LOT A, E BY VERNACE WY N. & S. BY FRUITRIDGE VISTA NO. 16 EXC ALL THAT POR DES AS: BEG AT THE NE COR OF LOT 36, SD FRUITRIDGE VISTA NO. 16, TH S89°46'50"W 120'; TH N00°13'10"W 50'; TH N89°46'50"E 120'; TH S00°13'10"E 50' TO THE P.O.B. CONTG 9.91 AC

Attachment AD1.02

EXHIBIT B

DESCRIPTION OF PROJECT

Attached is a map or diagram of the Site that is subject to this Facilities Lease and upon which Developer will construct the Project.



Attachment AD1.02

EXHIBIT C

**GUARANTEED MAXIMUM PRICE AND
OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS**

Attached are the terms and provisions related to Site Lease payments, the Facilities Lease, the Guaranteed Maximum Price and other related cost, funding, and payment provisions.

[To Be attached Via Amendment]

Attachment AD1.02

EXHIBIT D

GENERAL CONSTRUCTION PROVISIONS

Attached are the general construction terms and conditions for the Project.

[To Be attached Via Amendment]

Attachment AD1.02

EXHIBIT D-1

SPECIAL CONDITIONS

Attached are the special terms and conditions for the Project.

Attachment AD1.02

EXHIBIT E

MEMORANDUM OF COMMENCEMENT DATE

This MEMORANDUM OF COMMENCEMENT DATE is dated _____, 20__, and is made by and between _____ ("Developer"), as Lessor, and the Sacramento City Unified School District ("District"), as Lessee.

1. Developer and District have previously entered into a Facilities Lease dated as of _____, 20__, (the "Lease") for the leasing by Developer to District of the completed Project in [City], California, referenced in the Lease.

2. District hereby confirms the following:

A. That all construction of the Project required to be performed pursuant to the Facilities Lease has been completed by Developer in all respects;

B. That District has accepted and entered into possession of the Project and now occupies same; and

C. That the term for the Lease Payments under the Facilities Lease commenced on _____, 20__ and will expire at 11:59 P.M. on _____, 20__.

THIS MEMORANDUM OF COMMENCEMENT DATE IS ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 20__

Dated: _____, 20__

Sacramento City Unified School District

[Developer]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Attachment AD1.02

EXHIBIT F

CONSTRUCTION SCHEDULE

Attached is a detailed Project Construction Schedule with a duration no longer than the Contract Time, and with specific milestones that Developer shall meet.

[To Be attached Via Amendment]

Attachment AD1.02

EXHIBIT G

SCHEDULE OF VALUES

Attached is a detailed Schedule of Values that complies with the requirements of the Construction Provisions (Exhibit "D") and that has been approved by the District.

[To Be attached Via Amendment]

Attachment AD1.02

EXHIBIT H

PROJECT LABOR AGREEMENT

Attached is the Project Labor Agreement applicable to this Project.

Attachment AD1.02

EXHIBIT I

DIVISION 01 SPECIFICATION

Attached is Div. 01 Specification for this Project

Attachment AD1.03

EXHIBIT D-1

SPECIAL CONDITIONS

1. COVID-19 Vaccination and Testing Requirements

Developer shall comply with all applicable federal, state and local laws regarding COVID-19. On August 11, 2021, the California Department of Public Health ("CDPH") issued a new State Public Health Officer Order ("Order") regarding COVID-19 vaccine verification for workers in school districts, affecting District operations. The Order took effect on August 12, 2021, and all affected worksites must be in full compliance with the Order by October 15, 2021. In addition, the District passed Resolution No. 3233 which requires all District contractors who work directly with students or District staff at District facilities after January 31, 2022 to be fully vaccinated or have submitted a valid exemption to Developer. Accordingly, Developer is required to comply with the following before permitting Developer personnel to work at the Project site:

Vaccination Requirements

Developer shall fill out, sign, date and submit to District the COVID-19 Vaccination/Testing Certification Form. The completed COVID-19 Vaccination/Testing Certification Form must be received by the District prior to the Notice to Proceed.

According to the August 11, 2021, California Department of Public Health ("CDPH") State Public Health Officer Order ("Order"), a person is "fully vaccinated" for COVID-19 if two weeks or more have passed since they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more have passed since they received a single-dose vaccine (Johnson and Johnson[J&J]/Janssen).

Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, Developer shall only accept the following as proof of vaccination:

- (a) COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card) which includes name of person vaccinated, type of vaccine provided and date last dose administered);
- (b) a photo of a Vaccination Record Card as a separate document;
- (c) a photo of a Vaccination Record Card stored on a phone or electronic device;
- (d) documentation of COVID-19 vaccination from a health care provider;
- (e) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader name, date of birth, vaccine dates and vaccine type; or
- (f) documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, Developer may accept the documentation presented in (a) through (f) above as valid.

Attachment AD1.03

Developer shall have a plan in place for tracking verified Developer personnel vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

Developer personnel, including any and all tiers of subcontractor, supplier, and any other personnel entering the Project site, who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

Weekly Testing Requirements

Developer shall ensure that Developer personnel, including any and all tiers of subcontractor, supplier, and any other worker entering the Project site, who have submitted a valid exemption to vaccination are required to undergo diagnostic screening testing, as specified below:

(a) Developer personnel may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

(b) Unvaccinated or not fully vaccinated Developer personnel must also observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.

Developer shall have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments, if applicable.

2. COVID-19 Safety and Social Distancing Requirements

Developer shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 including, without limitation, preparing, posting, and implementing a Social Distancing Protocol, as required. In addition, Developer's Safety Plan, required under the General Conditions, must include an Appendix labeled "COVID-19 SAFETY PLAN," which must detail Developer's safety and compliance plan for COVID-19, specifically adapted from the Project, including, without limitation, the following: signage, measures to protect employee health, measures to prevent crowds from gathering, measures to keep people at least six feet apart, measures to prevent unnecessary contact, and measures to increase sanitization.

3. Mitigation Measures

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

Mitigation Monitoring and Reporting Program attached hereto as **Appendix A** and incorporated herein.

Attachment AD1.03

4. Permits, Certificates, Licenses, Fees, Approvals

4.1. Payment for Permits, Certificates, Licenses, Fees, Approvals.

As required in the General Construction Provisions, Developer shall secure and pay for all permits, licenses and certificates necessary for the prosecution of the Work with the exception of the following:

[Water Connection Fees, Sewer Connection Fees, Impact Fees, Capacity Charges].

- **Encroachment Fee**
- **Water Connection Fee**
- **Sewer Connection Fee**

With respect to the above listed items, Developer shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees, but only for the actual and direct costs (without markup or additional fees). Developer shall notify the District of the amount due with respect to these items and to whom the amount is payable. Developer shall provide the District with an invoice and receipt with respect to such charges or fees. In the alternative, District may pay such costs directly to DSA.

5. Disabled Veterans Business Enterprise

This Project uses or may plan to use funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school buildings. Education Code Section 17076.11 requires the District 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 District on projects that receive state funding. Accordingly, Developer must submit the Disabled Veteran Business Enterprise Participation Certification to the District after issuance of the Notice of Award After Guaranteed Maximum Price, identifying the steps Developer took to solicit DVBE participation in conjunction with this Contract.

6. Modernization Projects

6.1. 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 Developer's Work, the overtime wages for the custodian will be paid by Developer, unless at the discretion of the District, other arrangements are made in advance.

Attachment AD1.03

6.2. Master Key.

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

6.3. Maintaining Services.

Developer 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. Developer shall provide temporary services to all facilities interrupted by Developer's Work.

6.4. Maintaining Utilities.

Developer 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.

6.5. Confidentiality.

Developer shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Developer 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.

6.6. Work during Instructional Time.

Developer affirms that Work may be performed during ongoing instruction in existing facilities. If so, Developer 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.

6.7. No Work during Student Testing.

Developer 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.

7. Designation of Certain Products as the Only Acceptable Materials, Products, or Things for the Project

Not Used

Attachment AD1.03

APPENDIX A

HAZMAT SURVEY

NAL 9/22/2022 – 9/30/2022

Attachment AD1.03

APPENDIX B

TOPOGRAPHY SURVEY

WARREN CONSULTING ENGINEERS, INC.

9/15/2022

**Asbestos and Lead Demolition Building
Inspection/Survey**

ATTACHMENT AD1.04

Nicholas Elementary School

**6601 Steiner Drive
Sacramento, CA 95823**

Presented to:

*Mike Taxara
Facilities Project Technician*

*Sacramento City Unified School District
425 1st Avenue
Sacramento, CA 95818*

Inspection Dates:

September 22, 2022 - September 30, 2022

Reviewed and submitted by:

*Michael J. Lee
Certified Asbestos Consultant
Certified Lead Inspector/Assessor
Registered Environmental Property Assessor*

Conducted by:

*William Sager
Certified Asbestos Consultant
Certified Lead Inspector/Assessor
and
Joseph Wilkins
Certified Site Surveillance Technician
Certified Lead Sampling Technician*

National Analytical Laboratories, Inc.

*2201 Francisco Dr., Ste. 140-261
El Dorado Hills, CA 95742*

Office: (916) 361-0555 | Fax: (916) 361-0540

E-Mail: NAL1@NAL1.com | Web Page: www.NAL1.com





October 05, 2022

Mike Taxara, Project Facilities Technician
Sacramento City Unified School District
425 1st Avenue
Sacramento, CA 95818

RE: **Asbestos and Lead Demolition Building Inspection/Survey
Nicholas Elementary School
6601 Steiner Drive
Sacramento, CA 95823**

Dear Mr. Taxara,

The following report is regarding the building inspection conducted at the above site. **Of the one hundred forty-five (145) suspected asbestos-containing samples collected, eighteen (18) were found to contain asbestos. One hundred four-four (144) XRF shots were obtained to make a total of forty-eight (48) suspected lead samples, ten (10) were found to contain lead-based paint (LBP) or lead-based materials (LBM).** William Sager, Certified Asbestos Consultant and Lead Inspector/Assessor, and Joseph Wilkins, Certified Site Surveillance Technician and Lead Sampling Technician, working with National Analytical Laboratories, Inc. (N.A.L), conducted the inspection starting September 22, 2022 and finished on September 30, 2022.

SUMMARY OF FINDINGS -

Based on the asbestos sample results, the Sprayed on Acoustic in Building 1, Multi-Purpose Room, Stage Ceiling; Floor Tile and Mastic in Building 1, Classrooms K1 and K2; Floor Tile and Mastic in Building 1, Multi-Purpose Room and Kitchen; Floor Tile and Mastic in Building 2, Classrooms 3, 4, and 7; Floor Tile and Mastic in Building 3, Classrooms 9, 10, 11, and 12; were found to contain asbestos. The Contractor should verify all square footage.

Based on the lead sample results, Bldg. 1, Exterior Door Trim, Paint; Bldg. 2, Exterior Door Trim, Paint; Bldg. 3, Exterior Door Trim, Paint; Bldg. 1, Exterior Window Trim, Paint; Bldg. 2, Exterior Window Trim, Paint; Bldg. 3, Exterior Window Trim, Paint; Bldg. 1, Exterior Pillars, Paint; Bldg. 2, Exterior Pillars, Paint; Bldg. 3, Exterior Pillars, Paint; and Bldg. 1, K2 Restroom Walls, Tiles were found to contain LBP/LBM levels above Cal-OSHA's action levels.

SECTION I: ASBESTOS INSPECTION -

The inspection was completed according to the EPA's Asbestos Containing Building Materials (ACBM) In-Schools Rule; 40 CFR 763.85 (Inspection and Re-Inspection). Currently, the EPA regulations classify ACBM as materials containing more than 1 percent (1%) of asbestos. Cal-OSHA currently regulates asbestos to 1/10th of 1% (0.1%) and requires a certified asbestos worker to conduct this work.

Breathe easy...

2201 Francisco Dr. Ste. 140-261 El Dorado Hills, CA 95762
916.361.0555 | Email: Service@nal1.com

Upon completing the visual inspection, the suspect asbestos bulk sample materials were collected under the EPA and Cal-OSHA protocol. They were placed into new plastic bags, sealed, and identified with unique identification numbers. The bulk samples were transported to the laboratory under a chain of custody protocol for analysis. MicroTest Laboratories, Inc., located in Rancho Cordova, California, analyzed the bulk suspect asbestos-containing samples, utilizing Polarized Light Microscopy (PLM) EPA Method 600/R-93/116. National Voluntary Laboratory Accreditation Program (NVLAP), certification number 200999-0, certifies MicroTest Laboratories, Inc.

Although minor destructive sampling was conducted during the site visit, if demolition work reveals any unforeseen suspect materials or if any future renovation work is to be conducted in other areas at the site, the contractor shall cease all work and contact the building owner for further testing.

Not all the rooms or materials throughout the site were sampled. According to the results, the like materials that were not tested will be treated as homogeneous to the tested materials and will be considered asbestos or non-asbestos.

The location and results of the suspect samples **found to contain asbestos** are as follows:

Sample ID#	Material	Location	Category	Results
6601-1A	Sprayed on Acoustic	Bldg. 1, Multi-Purpose Room, Stage, Ceiling, N. Area (~1,000 sf)	RACM	3% Chrysotile
6601-1B	Sprayed on Acoustic	Bldg. 1, Multi-Purpose Room, Stage, Ceiling, S. Area	RACM	Stop First Positive
6601-1C	Sprayed on Acoustic	Bldg. 1, Multi-Purpose Room, Stage, Ceiling, E. Area	RACM	Stop First Positive
6601-8A	Floor Tile	Bldg. 1, Classroom K1, Floor, 9", Green (~1,000 sf)	I	3% Chrysotile
6601-8B	Mastic	Bldg. 1, Classroom K1, Floor, Black (~1,000 sf)	I	5% Chrysotile
6601-9A	Floor Tile	Bldg. 1, Classroom K2, Floor, 9", Tan (~1,000 sf)	I	2% Chrysotile
6601-9B	Mastic	Bldg. 1, Classroom K2, Floor (~1,000 sf)	I	5% Chrysotile
6601-11A	Floor Tile	Bldg. 1, Multi-Purpose Room, Floor, 9", Tan (Same in Kitchen) (~4,800 sf)	I	3% Chrysotile
6601-12A	Floor Tile	Bldg. 1, Multi-Purpose Room, Floor, 9", Brown	I	5% Chrysotile
6601-12B	Mastic	Bldg. 1, Multi-Purpose Room, Floor, Black	I	10% Chrysotile
6601-30A	Floor Tile	Bldg. 2, Classroom 7, Floor, 9", White (Same in Classrooms 3 & 4) (~1,500 sf)	ACCM	<0.25% Chrysotile
6601-30B	Mastic	Bldg. 2, Classroom 7, Floor, Black (Same in Classrooms 3 & 4)	I	5% Chrysotile
6601-48A	Floor Tile	Bldg. 3, Classroom 9, 9", White (Same in Classroom 10) (~1,000 sf)	I	2% Chrysotile
6601-48B	Mastic	Bldg. 3, Classroom 9, Black (Same in Classroom 10)	I	5% Chrysotile
6601-49A	Floor Tile	Bldg. 3, Classroom 12, Floor, 9", Green (~500 sf)	ACCM	0.25% Chrysotile
6601-49B	Mastic	Bldg. 3, Classroom 12, Floor, Black	I	5% Chrysotile
6601-51A	Floor Tile	Bldg. 3, Classroom 11, Floor, 9", Turquoise (~500 sf)	I	2% Chrysotile
6601-51B	Mastic	Bldg. 3, Classroom 11, Floor, Black	I	5% Chrysotile

sf = Square; RACM is a Cal-OSHA and EPA definition that defines material as >1% and can be crumbled with hand pressure. Category I is a Cal-OSHA and EPA definition that defines material that is greater than 1% that will come up the same way it went down, non-friable and non-hazardous.



The Sprayed-on Acoustic is considered RACM, friable-hazardous materials, which, when disturbed or removed, must be disposed of at a regulated waste facility.

The Floor Tile and associated Mastic are considered Category I, non-friable/ non-hazardous materials that can be removed and disposed of at a non-hazardous waste facility.

Based on the regulatory requirements by the National Emission Standards for Hazardous Air Pollutants (NESHAP), Regulation 40 CFR, Part 61, Subpart M, the following must occur "If the asbestos content is less than 10 percent, verification shall be made using the point-counting method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1.7.2.4, Polarized Light Microscopy, Qualification of Asbestos Content."

The Floor Tile samples found to contain a Trace, <1% amount of Chrysotile asbestos were re-analyzed utilizing the EPA 600/R-93/116, Point Count Method to determine if the amount of asbestos is less than or greater than 1%. The sample result for the above materials contained <0.25% and 0.25% asbestos. Based on the results, the materials will be treated as Trace, <1% Chrysotile asbestos-containing construction material (ACCM) as regulated by CAL-OSHA.

Although neither the EPA nor Local County Air Quality regulates materials at <1% level, it does fall under the jurisdiction of Cal-OSHA regarding worker protection. Cal-OSHA regulates the material at 1/10th of 1% [8 CCR-1529 (r) (1) Asbestos Containing Construction Material (ACCM)]. Based on this, the work must be completed by a certified asbestos contractor. The CONTRACTOR shall be required to call the landfill to verify that they will accept the waste as general construction debris. If the landfill does not accept the material as general construction debris, the material shall be REQUIRED to be disposed of as non-friable/non-hazardous material.

The following samples were **non-asbestos-containing materials**:

Sample ID#	Material	Location	Results
6601-2A	Acoustic Ceiling Tile	Bldg. 1, Office, Ceiling, 12"	None Detected
6601-2B	Mastic	Bldg. 1, Office, Ceiling, Brown	None Detected
6601-3	Acoustic Ceiling Tile	Bldg. 1, Classroom K2, Ceiling (Stapled), 12"	None Detected
6601-4A	Linoleum	Bldg. 1, Classroom K3, Floor, Bottom Layer	None Detected
6601-4B	Mastic	Bldg. 1, Classroom K3, Floor, Bottom Layer	None Detected
6601-4C	Floor Tile	Bldg. 1, Classroom K3, Floor, Top Layer, 12", Gray	None Detected
6601-4D	Mastic	Bldg. 1, Classroom K3, Floor, Top Layer	None Detected
6601-5A	Plaster	Bldg. 1, Storage Closet, Wall	None Detected
6601-5B	Plaster	Bldg. 1, Office, Wall	None Detected
6601-5C	Plaster	Bldg. 1, Kitchen, Wall	None Detected
6601-5D	Plaster	Bldg. 1, Multi-Purpose Room, Wall	None Detected
6601-5E	Plaster	Bldg. 1, Staff Room, Wall	None Detected
6601-6A	Texture	Bldg. 1, Classroom K2, HVAC Wall	None Detected
6601-6B	Texture	Bldg. 1, Classroom K1, HVAC Wall	None Detected
6601-6C	Texture	Bldg. 1, Multi-Purpose Room, Stage, Wall	None Detected
6601-7	Sheetrock-Joint Compound	Bldg. 1, Multi-Purpose Room, Stage, Wall	None Detected
6601-10A	Floor Tile	Bldg. 1, Office, Floor, 12"	None Detected
6601-10B	Mastic	Bldg. 1, Office, Floor	None Detected
6601-11B	Mastic	Bldg. 1, Multi-Purpose Room, Floor, Black (Same in Kitchen)	None Detected
6601-13A	Floor Tile	Bldg. 1, Multi-Purpose Room, Stage, Floor, 12", White	None Detected



6601-13B	Mastic	Bldg. 1, Multi-Purpose Room, Stage, Floor	None Detected
6601-14	Cove Base Mastic	Bldg. 1, Classroom K2	None Detected
6601-15	Cove Base Mastic	Bldg. 1, Multi-Purpose Room, Stage	None Detected
6601-16	Glazing Compound	Bldg. 1, Exterior, Window, S. Area, Window	None Detected
6601-17	Mortar	Bldg. 1, Exterior, Wall, NE Area	None Detected
6601-18	Concrete	Bldg. 1, Exterior, Wall, N. Area	None Detected
6601-19	Concrete	Bldg. 1, Exterior, Ground, SE Area	None Detected
6601-20	Concrete	Bldg. 1, Exterior, Ground, N. Area	None Detected
6601-21	Roofing Core	Bldg. 1, Roof, SW Area	None Detected
6601-22	Roofing Core	Bldg. 1, Roof, NE Area	None Detected
6601-23	Roofing Mastic	Bldg. 1, Roof, SW Area, Black	None Detected
6601-24	Roofing Mastic	Bldg. 1, Roof, NE Area, Black	None Detected
6601-25	Acoustic Ceiling Tile	Bldg. 2, Classroom 5, Ceiling, 2x4	None Detected
6601-26	Acoustic Ceiling Tile	Bldg. 2, Classroom 7, Ceiling, 2x4	None Detected
6601-27A	Plaster	Bldg. 2, Boy's Restroom, Wall	None Detected
6601-27B	Plaster	Bldg. 2, Girl's Restroom, Wall	None Detected
6601-27C	Plaster	Bldg. 2, Storage Room, Wall	None Detected
6601-28A	Texture	Bldg. 2, Classroom 5, HVAC Wall	None Detected
6601-28B	Texture	Bldg. 2, Classroom 6, HVAC Wall	None Detected
6601-28C	Texture	Bldg. 2, Classroom 7, HVAC Wall	None Detected
6601-29	Sheetrock-Joint Compound	Bldg. 2, Classroom 6, HVAC Wall	None Detected
6601-31A	Floor Tile	Bldg. 2, Classroom 5, Floor, 12", Gray (Same in Classroom 6)	None Detected
6601-31B	Mastic	Bldg. 2, Classroom 5, Floor (Same in Classroom 6)	None Detected
6601-32	Cove Base Mastic	Bldg. 2, Classroom 7	None Detected
6601-33	Carpet Glue	Bldg. 2, Classroom 5, Floor	None Detected
6601-34	Glazing Compound	Bldg. 2, Exterior, Window, NE Area, Window	None Detected
6601-35	Mortar	Bldg. 2, Exterior, Wall, NE Area	None Detected
6601-36	Concrete	Bldg. 2, Exterior, Wall, NE Area	None Detected
6601-37	Concrete	Bldg. 2, Exterior, Ground, S. Area	None Detected
6601-38	Roofing Core	Bldg. 2, Roof, NE Area	None Detected
6601-39	Roofing Core	Bldg. 2, Roof, SW Area	None Detected
6601-40	Roofing Mastic	Bldg. 2, Exterior, NE Area, Black	None Detected
6601-41	Roofing Mastic	Bldg. 2, Exterior, SW Area, Black	None Detected
6601-42	Acoustic Ceiling Tile	Bldg. 3, Classroom 12, 2x4	None Detected
6601-43	Acoustic Ceiling Tile	Bldg. 3, Library, Ceiling, 2x4	None Detected
6601-44A	Acoustic Ceiling Tile	Bldg. 3, Care Room, Ceiling, 12"	None Detected
6601-44B	Mastic	Bldg. 3, Care Room, Ceiling, Brown	None Detected
6601-45A	Plaster	Bldg. 3, Boy's Restroom Wall	None Detected
6601-45B	Plaster	Bldg. 3, Girl's Restroom, Wall	None Detected
6601-45C	Plaster	Bldg. 3, Plant Manager Room, Wall	None Detected
6601-46A	Texture	Bldg. 3, Classroom 9, HVAC Wall	None Detected
6601-46B	Texture	Bldg. 3, Classroom 10, HVAC Wall	None Detected
6601-46C	Texture	Bldg. 3, Classroom 11, HVAC Wall	None Detected
6601-46D	Texture	Bldg. 3, Classroom 11.5, HVAC Wall	None Detected
6601-46E	Texture	Bldg. 3, Classroom 12, HVAC Wall	None Detected
6601-47A	Sheetrock-Joint Compound	Bldg. 3, Classroom 9, HVAC Wall	None Detected
6601-47B	Sheetrock-Joint Compound	Bldg. 3, Classroom 12, HVAC Wall	None Detected
6601-50A	Floor Tile	Bldg. 3, Classroom P18, Floor, 12", White	None Detected
6601-50B	Mastic	Bldg. 3, Classroom P18, Floor	None Detected
6601-52A	Floor Tile	Bldg. 3, Library, Floor, Bottom Layer, 12", Gray	None Detected
6601-52B	Mastic	Bldg. 3, Library, Floor, Bottom Layer	None Detected
6601-52C	Floor Tile	Bldg. 3, Library, Floor, Top Layer, 12", Gray	None Detected
6601-52D	Mastic	Bldg. 3, Library, Floor, Top Layer	None Detected
6601-53	FRP Mastic	Bldg. 3, Boy's Restroom, Wall, Center Area	None Detected



6601-54	Cove Base Mastic	Bldg. 3, Library, Wall	None Detected
6601-55	Carpet Glue	Bldg. 3, Classroom 9, Floor	None Detected
6601-56	Glazing Compound	Bldg. 3, Exterior, SE Window	None Detected
6601-57	Mortar	Bldg. 3, Exterior, Wall, SE Area	None Detected
6601-58	Concrete	Bldg. 3, Exterior, Ground, E. Area	None Detected
6601-59	Roofing Core	Bldg. 3, Upper Roof, SE Area	None Detected
6601-60	Roofing Core	Bldg. 3, Lower Room, SW Area	None Detected
6601-61	Roofing Mastic	Bldg. 3, Upper Roof, SE Area, Black	None Detected
6601-62	Roofing Mastic	Bldg. 3, Lower Roof, SW Area	None Detected
6601-63	Sheetrock	Bldg. P04, Classroom P2, Wall	None Detected
6601-64	Sheetrock	Bldg. P04, Classroom P7, Wall	None Detected
6601-65A	Floor Tile	Bldg. P04, Classroom P4, Floor, 12", Beige	None Detected
6601-65B	Mastic	Bldg. P04, Classroom P4, Floor	None Detected
6601-66A	Floor Tile	Bldg. P04, Classroom P2, Floor, 12", White (Same in Classrooms 1, 3, 5 & 6)	None Detected
6601-66B	Mastic	Bldg. P04, Classroom P2, Floor (Same in Classrooms 1, 3, 5 & 6)	None Detected
6601-67A	Floor Tile	Bldg. P04, Classroom P7, Floor, 12", Gray	None Detected
6601-67B	Mastic	Bldg. P04, Classroom P7, Floor, Black	None Detected
6601-68	Cove Base Mastic	Bldg. P04, Classroom 2, Wall	None Detected
6601-69	Carpet Glue	Bldg. P04, Classroom 2, Floor	None Detected
6601-70	Concrete	Bldg. P04, Exterior, Ground, S. Area	None Detected
6601-71	Acoustic Ceiling Tile	Bldg. P05, Classroom P9, Ceiling, 2x4	None Detected
6601-72	Sheetrock	Bldg. P05, Classroom P11, Wall	None Detected
6601-73	Sheetrock	Bldg. P05, Classroom P8, Wall	None Detected
6601-74A	Floor Tile	Bldg. P05, Classroom P9, Floor, 12", Tan/Red	None Detected
6601-74B	Mastic	Bldg. P05, Classroom P9, Floor	None Detected
6601-75A	Floor Tile	Bldg. P05, Classroom P8, Floor, 12", Tan	None Detected
6601-75B	Mastic	Bldg. P05, Classroom P8, Floor	None Detected
6601-76A	Floor Tile	Bldg. P05, Classroom P10, Floor, 12", Gray	None Detected
6601-76B	Mastic	Bldg. P05, Classroom P10, Floor	None Detected
6601-77A	Floor Tile	Bldg. P05, Classroom P11, Floor, 12", Brown	None Detected
6601-77B	Mastic	Bldg. P05, Classroom P11, Floor, Black	None Detected
6601-78	Cove Base Mastic	Bldg. P05, Classroom P8, Wall	None Detected
6601-79	Carpet Glue	Bldg. P05, Classroom P11, Floor	None Detected
6601-80	Asphalt	Bldg. P05, Exterior, Ground, S. Area	None Detected
6601-81	Roofing Core	Bldg. P05, Roof, Classroom P8, E. Area, TPO	None Detected
6601-82	Roofing Core	Bldg. P05, Roof, Classroom P9, E. Area, TPO	None Detected
6601-83	Sheetrock	Bldg. P07, Classroom P12, Wall	None Detected
6601-84	Sheetrock	Bldg. P07, Classroom P17, Wall	None Detected
6601-85A	Floor Tile	Bldg. P07, Classroom 12, Floor, 12", White (Same in Classroom 17)	None Detected
6601-85B	Mastic	Bldg. P07, Classroom 12, Floor (Same in Classroom 17)	None Detected
6601-86A	Floor Tile	Bldg. P07, Classroom 13, Floor, 12", Gray (Same in Classroom 14, 15 & 16)	None Detected
6601-86B	Mastic	Bldg. P07, Classroom 13, Floor (Same in Classroom 14, 15 & 16)	None Detected
6601-87	Cove Base Mastic	Bldg. P07, Classroom P12, Wall	None Detected
6601-88	Carpet Glue	Bldg. P07, Classroom P12, Floor	None Detected
6601-89	Concrete	Bldg. P07, Exterior, Ground, N. Area	None Detected
6601-90	Sheetrock Ceiling Tile	Bldg. P08 (Restrooms), Boy's Restroom, Ceiling, 2x4	None Detected
6601-91A	Linoleum	Bldg. P08 (Restrooms), Boy's Restroom, Floor (Same in all 3 Restrooms)	None Detected
6601-91B	Mastic	Bldg. P08 (Restrooms), Boy's Restroom, Floor (Same in all 3 Restrooms)	None Detected
6601-92	FRP Mastic	Bldg. P08 (Restrooms), Boy's Restroom, Wall	None Detected
6601-93	Cove Base Mastic	Bldg. P08 (Restrooms), Boy's Restroom, Wall	None Detected



6601-94	Roofing Mastic	Bldg. P08 (Restrooms), Roof, N. Area, Black	None Detected
6601-95	Asphalt	Area A, Blacktop, Ground, N. Area	None Detected
6601-96	Asphalt	Area A, Blacktop, Ground, S. Area	None Detected

ASBESTOS RECOMMENDATION -

Federal and state regulations require that anyone disturbing asbestos-containing materials are properly trained, certified, and has the required respiratory protection and medical surveillance. N.A.L. recommends that a certified asbestos abatement contractor be retained to remove the friable and non-friable materials before any scheduled demolition work is completed at the site. Before the work process starts, a work plan or specifications regarding the abatement process should be completed and distributed to the abatement contractors during the job walk at the site.

On-Site Observation should be conducted by N.A.L.'s Certified Asbestos Consultant or Certified Site Surveillance Technician to verify that the work plan/specification is being followed. Once the certified asbestos contractor has completed the demolition of the buildings, following removal of the asbestos, and following EPA and Cal-OSHA requirements, a visual inspection shall be conducted at the site.

SECTION II: LEAD INSPECTION –

The lead suspect samples were collected according to the Housing Urban Development (HUD) Guidelines, the Environmental Protection Agency (EPA), and California Public Health Department (formally DHS), which regulate and require the abatement or in-place management of LBP/LBM hazards equal to or greater than 1.0 milligram per square centimeter (1.0 mg/cm²) of Lead by XRF Analysis or more than 0.5% lead by Weight by laboratory flame atomic absorption. The following regulation shall be adhered to because Cal-OSHA considers all surfaces to contain Lead: Cal-OSHA's 29 CFR 1926.62, California Occupational Safety and Health Standard, Title 8 (Cal-OSHA 8 CCR 1532.1).

Using the Portable X-ray Fluorescent (XRF) analyzer (Heuresis Pb200i), the Technician analyzed the suspect lead materials. When the material is measured using XRF, each element present in the sample emits its own unique fluorescent x-ray energy spectrum. We can rapidly determine the material's lead content by simultaneously measuring the fluorescent x-rays emitted by the sample's different components.

Once the determination is made on where the LBP/LBM is located, the In-place Management or the Abatement of the LBP/LBM can commence. If the Abatement method of all surfaces is to be completed, then the debris must be bagged or burrito wrapped before removing the debris from the work area(s) and subsequently the site. Because the samples listed below contained LBP/LBM, all areas where the LBP/LBM will be disturbed will require abatement, encapsulation, or prep work by a certified lead worker. Therefore, the employer must ensure that the worker is adequately trained under Title 8 (Cal-OSHA 8 CCR 1532 (1) (2) and shall produce evidence that the worker is not being exposed above the Action Level (AL) or the Permissible Exposure Limit (PEL). Suppose no current data is readily available for the worker(s). In that case, the employer shall conclude that the worker is being exposed above the PEL; this SHALL trigger the employer to provide advanced training and certifications for the employees working with LBP/LBM.



Although not all the rooms or materials (non-suspect) were sampled, the like materials that were not tested and their results will be treated as homogeneous. The materials will be treated as containing LBP/LBM throughout the site.

The location and results of the suspect samples **found to be LBP/LBM** are as follows:

Sample ID:	Sample Location Description	Structure	Color	Lead (mg/cm ²)
6601-4L	Bldg. 1, Exterior Door Trim, Paint	Metal	Green/Brown	11.0 – LBP
6601-5L	Bldg. 2, Exterior Door Trim, Paint	Metal	Green/Brown	11.0 - LBP
6601-6L	Bldg. 3, Exterior Door Trim, Paint	Metal	Green/Brown	11.0 - LBP
6601-7L	Bldg. 1, Exterior Window Trim, Paint	Metal	Beige	11.0 – LBP
6601-8L	Bldg. 2, Exterior Window Trim, Paint	Metal	Beige	11.0 - LBP
6601-9L	Bldg. 3, Exterior Window Trim, Paint	Metal	Beige	11.0 – LBP
6601-22L	Bldg. 1, Exterior Pillars, Paint	Metal	Green	8.0 – LBP
6601-23L	Bldg. 2, Exterior Pillars, Paint	Metal	Green	8.0 – LBP
6601-24L	Bldg. 3, Exterior Pillars, Paint	Metal	Green	8.0 – LBP
6601-44L	Bldg. 1, K2 Restroom Walls, Tiles	Ceramic	Pink	8.0 - LBM

Before the demolition work is completed or the debris is transported from the site, Health and Safety Code 25157.8 (AB 2784 National Resources) requires that all lead debris be sampled for Waste Characterization. This will help the Contractor decide whether the material is considered Hazardous or Non-Hazardous Lead waste or general construction debris. The sequence of testing to be completed by the Contractor is as follows:

- Total Threshold Limit Concentration (TTLC) resulting from 50 mg/kg or more but less than 1,000 mg/kg of lead must be retested using the Soluble Threshold Limit concentration (STLC) method.
- An STLC result of 5.0 mg/L or greater is considered California Hazardous Waste.
- Total Characteristic Leaching Procedure (TCLP) testing shall only be accomplished when approved by the Owners Representative; This procedure shall be generally reserved for out-of-state shipments, and A TCLP result of 5.0 mg/L or more deems the waste Federal RCRA materials; and
- The California hazardous waste threshold for total lead using STLC is 5 mg/L.

The following samples were **found to be less than (<) the Cal-OSHA's Limit of Detection:**

Sample ID:	Sample Location Description	Structure	Color	Lead (mg/cm ²)
6601-1L	Bldg. 1, Exterior, Wall, Paint	Stucco	Beige	<LOD
6601-2L	Bldg. 2, Exterior Wall, Paint	Stucco	Beige	<LOD
6601-3L	Bldg. 3, Exterior Walls, Paint	Stucco	Beige	<LOD
6601-10L	Bldg. 1, Interior Window Trim, Paint	Metal	Beige	<LOD
6601-11L	Bldg. 2, Interior Window Trim, Paint	Metal	Beige	<LOD
6601-12L	Bldg. 3, Interior Window Trim, Paint	Metal	Beige	<LOD



Sample ID:	Sample Location Description	Structure	Color	Lead (mg/cm ²)
6601-13L	Bldg. 1, Exterior Fascia, Paint	Wood	Green/White	<LOD
6601-14L	Bldg. 2, Exterior Fascia, Paint	Wood	Green/White	<LOD
6601-15L	Bldg. 3, Exterior Fascia, Paint	Wood	Green/White	<LOD
6601-16L	Bldg. 1, Exterior Soffits, Paint	Wood	Green/White	<LOD
6601-17L	Bldg. 2, Exterior Soffits, Paint	Wood	Green/White	<LOD
6601-18L	Bldg. 3, Exterior Soffits, Paint	Wood	Green/White	<LOD
6601-19L	Bldg. 1, Exterior Beams, Paint	Wood	Green/White	<LOD
6601-20L	Bldg. 2, Exterior Beams, Paint	Wood	Green/White	<LOD
6601-21L	Bldg. 3, Exterior Beams, Paint	Wood	Green/White	<LOD
6601-25L	Bldg. 1, Exterior Gutters, Paint	Metal	Green	<LOD
6601-26L	Bldg. 2, Exterior Gutters, Paint	Metal	Green	<LOD
6601-27L	Bldg. 3, Exterior Gutters, Paint	Metal	Green	<LOD
6601-28L	Bldg. 1, Interior Walls, Paint	Wood	Beige	<LOD
6601-29L	Bldg. 1, Interior Walls, Paint	Sheetrock	Beige	<LOD
6601-30L	Bldg. 2, Interior Walls, Paint	Wood	Beige	<LOD
6601-31L	Bldg. 2, Interior Walls, Paint	Sheetrock	Beige	<LOD
6601-32L	Bldg. 3, Interior Walls, Paint	Wood	Beige	<LOD
6601-33L	Bldg. 3, Interior Walls, Paint	Sheetrock	Beige	<LOD
6601-34L	Bldg. 2, Girl's Restroom Walls, Tiles	Ceramic	White	<LOD
6601-35L	Bldg. 2, Boy's Restroom Walls, Tiles	Ceramic	White	<LOD
6601-36L	Bldg. 3, Boy's Restroom Walls, Tiles	Ceramic	White/Pink	<LOD
6601-37L	Bldg. 3, Girl's Restroom Walls, Tiles	Ceramic	Green	<LOD
6601-38L	Bldg. 3, Room 12, Restroom Walls, Tiles	Ceramic	Pink	<LOD
6601-39L	Bldg. 1, Administration Bldg. Walls, Paint	Wood	White	<LOD
6601-40L	Bldg. 1, Administration Bldg. Walls, Paint	Plaster	White	<LOD
6601-41L	Bldg. 1, K1 Restroom Walls, Tiles	Ceramic	Beige/Purple	<LOD
6601-42L	Bldg. 1, K1 Restroom Floor, Tiles	Ceramic	Gray	<LOD
6601-43L	Bldg. 1, K2 Restroom Walls, Tiles	Ceramic	Beige	<LOD
6601-45L	Portables Walls, Paint	Wood	Beige	<LOD
6601-46L	Portables Doors & Frames, Paint	Metal	Green	<LOD
6601-47L	Portable Soffit, Paint	Wood	Beige	<LOD
6601-48L	Portable Fascia, Paint	Wood	Green	<LOD



LEAD RECOMMENDATION -

To stabilize the current lead conditions, N.A.L. recommends that Lead Certified CDPH Workers conduct in-place management work of the LBP/LBM surfaces/samples scheduled for demolition. Once the abatement, in-place management, or prep work is completed and the areas are stabilized, the existing surfaces/samples will be in good condition and not create a health or safety concern to the workers conducting the general construction work at the site. A Scope of Work or specifications should be utilized to perform the lead work at the site.

ASSUMPTIONS AND LIMITATIONS -

The results, findings, conclusions, and recommendations expressed in this report are based only on conditions noted during N.A.L.'s inspection of the specific areas listed herein.

The selection of sample locations and sampling frequency was based on observations and the assumption that like materials in the same area are homogeneous in content. This report is not to be utilized as a bidding document or as a project specification document since it does not have all the components required to serve as an Asbestos and Lead Abatement Project Design document or an Asbestos and Lead Abatement Work plan.

Our professional services have been performed, our findings obtained, and our conclusions and recommendations prepared following established principles and practices in the fields of environmental testing and consulting. This report does not warrant undiscovered hazards and locations not investigated.

This report includes the laboratory analytical results, the chain of custody forms, and the sample location map. If you have any questions regarding this report or can be of further assistance, please contact our office.

Reviewed and submitted by:



Michael J. Lee
Certified Asbestos Consultant
DOSH# 06-4047
Certified Lead Inspector/Assessor
LRC-00007541
Registered Environmental Property Assessor
REPA# 716352750

Conducted by:



William Sager
Certified Asbestos Consultant
DOSH# 19-6692
Certified Lead Inspector/Assessor
CDPH# 27087



Conducted by:



Joseph Wilkins
Certified Site Surveillance Technician
DOSH# 17-5890
Certified Lead Sampling Technician
CDPH# 28630





MicroTest Laboratories Inc. NVLAP Code: 200999-0
 3110 Gold Canal Dr. Ste. A. Rancho Cordova, CA 95670
 PH 916.567.9808 | FX 916.404.0302
 www.microtestlabsinc.com | service@microtestlabsinc.com

Project ID
MT012223265

CLIENT INFORMATION

Company National Analytical Laboratories, Inc. **Date** Monday, October 03, 2022
Name Paula Lee **Time** 2:30 PM
Address 2201 Francisco Drive, Ste. 140-261
 El Dorado Hills CA, 95762
Phone (916) 361 - 0555
Email N.A.L. Distribution List

SAMPLE



Laboratories

Analytical Data

JOB SITE INFORMATION

Sampler William Sager
Project Property
Address 6601 Steiner Drive
 Sacramento, CA 95823

POLARIZED LIGHT MICROSCOPY (PLM) - 400 Point Count
EPA METHOD 600 / R-93 / 116 & EPA – 40 CFR Appendix E to Subpart E of Part 763

Sample ID	Accession Number	Client Description	Laboratory Description	Non Fibrous / Fibrous Materials	Asbestiform Minerals %
6601-1A	23265-1	Bldg. 1, Multi-Purpose Room, Stage, Ceiling, N. Area	White Acoustic Fibrous Homogenous	97% Binder	3% Chrysotile
6601-1B	23265-2	Bldg. 1, Multi-Purpose Room, Stage, Ceiling, S. Area	White Acoustic Fibrous Homogenous		SFP
6601-1C	23265-3	Bldg. 1, Multi-Purpose Room, Stage, Ceiling, E. Area	White Acoustic Fibrous Homogenous		SFP
6601-2A	23265-4	Bldg. 1, Office, Ceiling, 12"	Brown Ceiling Tile Fibrous Homogenous	95% Cellulose 5% Binder	None Detected
6601-2B	23265-5	Bldg. 1, Office, Ceiling, Brown	Brown Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-3	23265-6	Bldg. 1, Classroom K2, Ceiling (Stapled), 12"	Gray Ceiling Tile Fibrous Homogenous	50% Cellulose 50% Binder	None Detected

Date Received: Monday, October 03, 2022
Date Analyzed: Tuesday, October 04, 2022
Date Reported: Tuesday, October 04, 2022

Samples Received: 145
Samples Analyzed: 143, 2 SFP

Analyst: Nolan Starbuck

Authorized Signatory:

 Kelly Favero - Lab Manager

This analytical data sheet constitutes a final report. Due to the limitation of Polarized Light Microscopy (PLM), some samples classified as containing no asbestos in materials, NoneDetected (ND), such as floor tiles or like materials, warrant a recommendation for further analysis by Transmission Electron Microscopy (TEM). Results apply only to the sample as received. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. All Samples will be held for not less than 30 days, upon which they will then be disposed of. This report shall not be reproduced in full without written authorization from MicroTest Laboratories, Inc. Soil and rock matrices are considered problematic matrices and MicroTest recommends sample homogenization prior to PLM analysis. Thermal decomposition of asbestos fibers can yield non-asbestiform mineral properties. The reporting limit for calibrated visual area estimation quantitation procedures is 1%. The reporting limit for 400/1000 point count quantitation procedures is 0.25% or 0.1% respectively. The sample is considered acceptable unless otherwise noted. Sub-samples are analyzed separately except when manufactured with multiple layers (i.e. Linoluem, Drywall, etc.) or requested contrarily by the client.



Project ID
MT012223265

6601-4A	23265-7	Bldg. 1, Classroom K3, Floor, Bottom Layer	Brown Linoleum Fibrous Homogenous	35% Cellulose 65% Binder	None Detected
6601-4B	23265-8	Bldg. 1, Classroom K3, Floor, Bottom Layer	Yellow/Black Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-4C	23265-9	Bldg. 1, Classroom K3, Floor, Top Layer, 12", Gray	Gray Tile Non-Fibrous Homogenous	100% Binder	None Detected
6601-4D	23265-10	Bldg. 1, Classroom K3, Floor, Top Layer	Black Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-5A	23265-11	Bldg. 1, Storage Closet, Wall	White Plaster Non-Fibrous Homogenous	100% Binder	None Detected
6601-5B	23265-12	Bldg. 1, Office, Wall	White Plaster Non-Fibrous Homogenous	100% Binder	None Detected
6601-5C	23265-13	Bldg. 1, Kitchen, Wall	White Plaster Non-Fibrous Homogenous	100% Binder	None Detected
6601-5D	23265-14	Bldg. 1, Multi-Purpose Room, Wall	White Plaster Non-Fibrous Homogenous	100% Binder	None Detected
6601-5E	23265-15	Bldg. 1, Staff Room, Wall	White Plaster Non-Fibrous Homogenous	100% Binder	None Detected
6601-6A	23265-16	Bldg. 1, Classroom K2, HVAC Wall	White Texture Non-Fibrous Homogenous	100% Binder	None Detected
6601-6B	23265-17	Bldg. 1, Classroom K1, HVAC Wall	White Texture Non-Fibrous Homogenous	100% Binder	None Detected

Date Received: Monday, October 03, 2022
Date Analyzed: Tuesday, October 04, 2022
Date Reported: Tuesday, October 04, 2022

Samples Received: 145
Samples Analyzed: 143, 2 SFP

Analyst: Nolan Starbuck

Authorized Signatory:

Kelly Favero - Lab Manager

This analytical data sheet constitutes a final report. Due to the limitation of Polarized Light Microscopy (PLM), some samples classified as containing no asbestos in materials, NoneDetected (ND), such as floor tiles or like materials, warrant a recommendation for further analysis by Transmission Electron Microscopy (TEM). Results apply only to the sample as received. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. All Samples will be held for not less than 30 days, upon which they will then be disposed of. This report shall not be reproduced in full without written authorization from MicroTest Laboratories, Inc. Soil and rock matrices are considered problematic matrices and MicroTest recommends sample homogenization prior to PLM analysis. Thermal decomposition of asbestos fibers can yield non-asbestiform mineral properties. The reporting limit for calibrated visual area estimation quantitation procedures is 1%. The reporting limit for 400/1000 point count quantitation procedures is 0.25% or 0.1% respectively. The sample is considered acceptable unless otherwise noted. Sub-samples are analyzed separately except when manufactured with multiple layers (i.e. Linoluem, Drywall, etc.) or requested contrarily by the client.



Project ID
MT012223265

6601-6C	23265-18	Bldg. 1, Multi-Purpose Room, Stage, Wall	White Texture Non-Fibrous Homogenous	100% Binder	None Detected
6601-7	23265-19	Bldg. 1, Multi-Purpose Room, Stage, Wall	White Sheetrock-Joint Compound Fibrous Heterogenous	40% Cellulose 60% Binder	None Detected
6601-8A	23265-20	Bldg. 1, Classroom K1, Floor, 9", Green	Green Tile Non-Fibrous Homogenous	97% Binder	3% Chrysotile
6601-8B	23265-21	Bldg. 1, Classroom K1, Floor, Black	Black Mastic Non-Fibrous Homogenous	95% Binder	5% Chrysotile
6601-9A	23265-22	Bldg. 1, Classroom K2, Floor, 9", Tan	Tan Tile Non-Fibrous Homogenous	98% Binder	2% Chrysotile
6601-9B	23265-23	Bldg. 1, Classroom K2, Floor	Black Mastic Non-Fibrous Homogenous	95% Binder	5% Chrysotile
6601-10A	23265-24	Bldg. 1, Office, Floor, 12"	Brown Tile Non-Fibrous Homogenous	100% Binder	None Detected
6601-10B	23265-25	Bldg. 1, Office, Floor	Black Mastic Non-Fibrous Homogenous	5% Cellulose 95% Binder	None Detected
6601-11A	23265-26	Bldg. 1, Multi-Purpose Room, Floor, 9", Tan (Same in Kitchen)	Tan Tile Fibrous Homogenous	97% Binder	3% Chrysotile
6601-11B	23265-27	Bldg. 1, Multi-Purpose Room, Floor, Black (Same in Kitchen)	Black Mastic Non-Fibrous Homogenous	5% Cellulose 95% Binder	None Detected
6601-12A	23265-28	Bldg. 1, Multi-Purpose Room, Floor, 9", Brown	Brown Tile Fibrous Homogenous	95% Binder	5% Chrysotile

Date Received: Monday, October 03, 2022
Date Analyzed: Tuesday, October 04, 2022
Date Reported: Tuesday, October 04, 2022

Samples Received: 145
Samples Analyzed: 143, 2 SFP

Analyst: Nolan Starbuck

Authorized Signatory:



Kelly Favero - Lab Manager

This analytical data sheet constitutes a final report. Due to the limitation of Polarized Light Microscopy (PLM), some samples classified as containing no asbestos in materials, NoneDetected (ND), such as floor tiles or like materials, warrant a recommendation for further analysis by Transmission Electron Microscopy (TEM). Results apply only to the sample as received. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. All Samples will be held for not less than 30 days, upon which they will then be disposed of. This report shall not be reproduced in full without written authorization from MicroTest Laboratories, Inc. Soil and rock matrices are considered problematic matrices and MicroTest recommends sample homogenization prior to PLM analysis. Thermal decomposition of asbestos fibers can yield non-asbestiform mineral properties. The reporting limit for calibrated visual area estimation quantitation procedures is 1%. The reporting limit for 400/1000 point count quantitation procedures is 0.25% or 0.1% respectively. The sample is considered acceptable unless otherwise noted. Sub-samples are analyzed separately except when manufactured with multiple layers (i.e. Linoluem, Drywall, etc.) or requested contrarily by the client.



Project ID
MT012223265

6601-12B	23265-29	Bldg. 1, Multi-Purpose Room, Floor, Black	Black Mastic Non-Fibrous Homogenous	90% Binder	10% Chrysotile
6601-13A	23265-30	Bldg. 1, Multi-Purpose Room, Stage, Floor, 12", White	White Tile Non-Fibrous Homogenous	100% Binder	None Detected
6601-13B	23265-31	Bldg. 1, Multi-Purpose Room, Stage, Floor	Yellow/Black Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-14	23265-32	Bldg. 1, Classroom K2	Cream Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-15	23265-33	Bldg. 1, Multi-Purpose Room, Stage	Cream Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-16	23265-34	Bldg. 1, Exterior, Window, S. Area, Window	Gray Glazing Non-Fibrous Homogenous	100% Binder	None Detected
6601-17	23265-35	Bldg. 1, Exterior, Wall, NE Area	Gray Mortar Non-Fibrous Homogenous	100% Binder	None Detected
6601-18	23265-36	Bldg. 1, Exterior, Wall, N. Area	Gray Concrete Non-Fibrous Homogenous	100% Binder	None Detected
6601-19	23265-37	Bldg. 1, Exterior, Ground, SE Area	Gray Concrete Non-Fibrous Homogenous	100% Binder	None Detected
6601-20	23265-38	Bldg. 1, Exterior, Ground, N. Area	Gray Concrete Non-Fibrous Homogenous	100% Binder	None Detected
6601-21	23265-39	Bldg. 1, Roof, SW Area	Black/Silver Roofing Core Fibrous Heterogenous	10% Fiberglass 90% Binder	None Detected

Date Received: Monday, October 03, 2022
Date Analyzed: Tuesday, October 04, 2022
Date Reported: Tuesday, October 04, 2022

Samples Received: 145
Samples Analyzed: 143, 2 SFP

Analyst: Nolan Starbuck

Authorized Signatory:

Kelly Favero - Lab Manager

This analytical data sheet constitutes a final report. Due to the limitation of Polarized Light Microscopy (PLM), some samples classified as containing no asbestos in materials, NoneDetected (ND), such as floor tiles or like materials, warrant a recommendation for further analysis by Transmission Electron Microscopy (TEM). Results apply only to the sample as received. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. All Samples will be held for not less than 30 days, upon which they will then be disposed of. This report shall not be reproduced in full without written authorization from MicroTest Laboratories, Inc. Soil and rock matrices are considered problematic matrices and MicroTest recommends sample homogenization prior to PLM analysis. Thermal decomposition of asbestos fibers can yield non-asbestiform mineral properties. The reporting limit for calibrated visual area estimation quantitation procedures is 1%. The reporting limit for 400/1000 point count quantitation procedures is 0.25% or 0.1% respectively. The sample is considered acceptable unless otherwise noted. Sub-samples are analyzed separately except when manufactured with multiple layers (i.e. Linoluem, Drywall, etc.) or requested contrarily by the client.



Project ID
MT012223265

6601-22	23265-40	Bldg. 1, Roof, NE Area	Black/Brown Roofing Core Fibrous Heterogenous	5% Fiberglass 20% Cellulose 75% Binder	None Detected
6601-23	23265-41	Bldg. 1, Roof, SW Area, Black	Black Mastic Non-Fibrous Homogenous	10% Cellulose 90% Binder	None Detected
6601-24	23265-42	Bldg. 1, Roof, NE Area, Black	Black/Silver Mastic Non-Fibrous Homogenous	10% Cellulose 90% Binder	None Detected
6601-25	23265-43	Bldg. 2, Classroom 5, Ceiling, 2x4	Gray Ceiling Tile Fibrous Homogenous	50% Cellulose 50% Binder	None Detected
6601-26	23265-44	Bldg. 2, Classroom 7, Ceiling, 2x4	Gray Ceiling Tile Fibrous Homogenous	50% Cellulose 50% Binder	None Detected
6601-27A	23265-45	Bldg. 2, Boys Restroom, Wall	White Plaster Non-Fibrous Homogenous	100% Binder	None Detected
6601-27B	23265-46	Bldg. 2, Girls Restroom, Wall	White Plaster Non-Fibrous Homogenous	100% Binder	None Detected
6601-27C	23265-47	Bldg. 2, Storage Room, Wall	White Plaster Non-Fibrous Homogenous	100% Binder	None Detected
6601-28A	23265-48	Bldg. 2, Classroom 5, HVAC Wall	White Texture Non-Fibrous Homogenous	100% Binder	None Detected
6601-28B	23265-49	Bldg. 2, Classroom 6, HVAC Wall	White Texture Non-Fibrous Homogenous	100% Binder	None Detected
6601-28C	23265-50	Bldg. 2, Classroom 7, HVAC Wall	White Texture Non-Fibrous Homogenous	100% Binder	None Detected

Date Received: Monday, October 03, 2022
Date Analyzed: Tuesday, October 04, 2022
Date Reported: Tuesday, October 04, 2022

Samples Received: 145
Samples Analyzed: 143, 2 SFP

Analyst: Nolan Starbuck

Authorized Signatory:



Kelly Favero - Lab Manager

This analytical data sheet constitutes a final report. Due to the limitation of Polarized Light Microscopy (PLM), some samples classified as containing no asbestos in materials, NoneDetected (ND), such as floor tiles or like materials, warrant a recommendation for further analysis by Transmission Electron Microscopy (TEM). Results apply only to the sample as received. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. All Samples will be held for not less than 30 days, upon which they will then be disposed of. This report shall not be reproduced in full without written authorization from MicroTest Laboratories, Inc. Soil and rock matrices are considered problematic matrices and MicroTest recommends sample homogenization prior to PLM analysis. Thermal decomposition of asbestos fibers can yield non-asbestiform mineral properties. The reporting limit for calibrated visual area estimation quantitation procedures is 1%. The reporting limit for 400/1000 point count quantitation procedures is 0.25% or 0.1% respectively. The sample is considered acceptable unless otherwise noted. Sub-samples are analyzed separately except when manufactured with multiple layers (i.e. Linoluem, Drywall, etc.) or requested contrarily by the client.



Project ID
MT012223265

6601-29	23265-51	Bldg. 2, Classroom 6, HVAC Wall	White Sheetrock-Joint Compound Fibrous Heterogenous	5% Cellulose 95% Binder	None Detected
6601-30A	23265-52	Bldg. 2, Classroom 7, Floor, 9", White (Same in Classrooms 3 & 4)	White Tile Non-Fibrous Homogenous	99+% Binder	<0.25% Chrysotile
6601-30B	23265-53	Bldg. 2, Classroom 7, Floor, Black (Same in Classrooms 3 & 4)	Black Mastic Non-Fibrous Homogenous	95% Binder	5% Chrysotile
6601-31A	23265-54	Bldg. 2, Classroom 5, Floor, 12", Gray (Same in Classroom 6)	Gray Tile Non-Fibrous Homogenous	100% Binder	None Detected
6601-31B	23265-55	Bldg. 2, Classroom 5, Floor (Same in Classroom 6)	Yellow/Black Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-32	23265-56	Bldg. 2, Classroom 7	White Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-33	23265-57	Bldg. 2, Classroom 5, Floor	Yellow Glue Non-Fibrous Homogenous	100% Binder	None Detected
6601-34	23265-58	Bldg. 2, Exterior, Window, NE Area, Window	Gray Glazing Non-Fibrous Homogenous	100% Binder	None Detected
6601-35	23265-59	Bldg. 2, Exterior, Wall, NE Area	Gray Mortar Non-Fibrous Homogenous	100% Binder	None Detected
6601-36	23265-60	Bldg. 2, Exterior, Wall, NE Area	Gray Concrete Non-Fibrous Homogenous	100% Binder	None Detected
6601-37	23265-61	Bldg. 2, Exterior, Ground, S. Area	Gray Concrete Non-Fibrous Homogenous	100% Binder	None Detected

Date Received: Monday, October 03, 2022
Date Analyzed: Tuesday, October 04, 2022
Date Reported: Tuesday, October 04, 2022

Samples Received: 145
Samples Analyzed: 143, 2 SFP

Analyst: Nolan Starbuck

Authorized Signatory:



Kelly Favero - Lab Manager

This analytical data sheet constitutes a final report. Due to the limitation of Polarized Light Microscopy (PLM), some samples classified as containing no asbestos in materials, NoneDetected (ND), such as floor tiles or like materials, warrant a recommendation for further analysis by Transmission Electron Microscopy (TEM). Results apply only to the sample as received. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. All Samples will be held for not less than 30 days, upon which they will then be disposed of. This report shall not be reproduced in full without written authorization from MicroTest Laboratories, Inc. Soil and rock matrices are considered problematic matrices and MicroTest recommends sample homogenization prior to PLM analysis. Thermal decomposition of asbestos fibers can yield non-asbestiform mineral properties. The reporting limit for calibrated visual area estimation quantitation procedures is 1%. The reporting limit for 400/1000 point count quantitation procedures is 0.25% or 0.1% respectively. The sample is considered acceptable unless otherwise noted. Sub-samples are analyzed separately except when manufactured with multiple layers (i.e. Linoluem, Drywall, etc.) or requested contrarily by the client.



Project ID
MT012223265

6601-38	23265-62	Bldg. 2, Roof, NE Area	Black Roofing Core Fibrous Heterogenous	10% Cellulose 10% Fiberglass 80% Binder	None Detected
6601-39	23265-63	Bldg. 2, Roof, SW Area	Black Roofing Core Fibrous Heterogenous	5% Cellulose 10% Fiberglass 85% Binder	None Detected
6601-40	23265-64	Bldg. 2, Exterior, NE Area, Black	Black/Silver Mastic Fibrous Homogenous	5% Fiberglass 95% Binder	None Detected
6601-41	23265-65	Bldg. 2, Exterior, SW Area, Black	Black/Silver Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-42	23265-66	Bldg. 3, Classroom 12, 2x4	Gray Ceiling Tile Fibrous Homogenous	50% Cellulose 50% Binder	None Detected
6601-43	23265-67	Bldg. 3, Library, Ceiling, 2x4	Gray Ceiling Tile Fibrous Homogenous	50% Cellulose 50% Binder	None Detected
6601-44A	23265-68	Bldg. 3, Care Room, Ceiling, 12"	Brown Ceiling Tile Fibrous Homogenous	95% Cellulose 5% Binder	None Detected
6601-44B	23265-69	Bldg. 3, Care Room, Ceiling, Brown	Brown Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-45A	23265-70	Bldg. 3, Boys Restroom Wall	White Plaster Non-Fibrous Homogenous	100% Binder	None Detected
6601-45B	23265-71	Bldg. 3, Girls Restroom, Wall	White Plaster Non-Fibrous Homogenous	100% Binder	None Detected
6601-45C	23265-72	Bldg. 3, Plant Manager Room, Wall	White Plaster Non-Fibrous Homogenous	100% Binder	None Detected

Date Received: Monday, October 03, 2022
Date Analyzed: Tuesday, October 04, 2022
Date Reported: Tuesday, October 04, 2022

Samples Received: 145
Samples Analyzed: 143, 2 SFP

Analyst: Nolan Starbuck

Authorized Signatory:



Kelly Favero - Lab Manager

This analytical data sheet constitutes a final report. Due to the limitation of Polarized Light Microscopy (PLM), some samples classified as containing no asbestos in materials, NoneDetected (ND), such as floor tiles or like materials, warrant a recommendation for further analysis by Transmission Electron Microscopy (TEM). Results apply only to the sample as received. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. All Samples will be held for not less than 30 days, upon which they will then be disposed of. This report shall not be reproduced in full without written authorization from MicroTest Laboratories, Inc. Soil and rock matrices are considered problematic matrices and MicroTest recommends sample homogenization prior to PLM analysis. Thermal decomposition of asbestos fibers can yield non-asbestiform mineral properties. The reporting limit for calibrated visual area estimation quantitation procedures is 1%. The reporting limit for 400/1000 point count quantitation procedures is 0.25% or 0.1% respectively. The sample is considered acceptable unless otherwise noted. Sub-samples are analyzed separately except when manufactured with multiple layers (i.e. Linoluem, Drywall, etc.) or requested contrarily by the client.



Project ID
MT012223265

6601-46A	23265-73	Bldg. 3, Classroom 9, HVAC Wall	White Texture Non-Fibrous Homogenous	100% Binder	None Detected
6601-46B	23265-74	Bldg. 3, Classroom 10, HVAC Wall	White Texture Non-Fibrous Homogenous	100% Binder	None Detected
6601-46C	23265-75	Bldg. 3, Classroom 11, HVAC Wall	White Texture Non-Fibrous Homogenous	100% Binder	None Detected
6601-46D	23265-76	Bldg. 3, Classroom 11.5, HVAC Wall	White Texture Non-Fibrous Homogenous	100% Binder	None Detected
6601-46E	23265-77	Bldg. 3, Classroom 12, HVAC Wall	White Texture Non-Fibrous Homogenous	100% Binder	None Detected
6601-47A	23265-78	Bldg. 3, Classroom 9, HVAC Wall	White Sheetrock-Joint Compound Fibrous Heterogenous	10% Cellulose 90% Binder	None Detected
6601-47B	23265-79	Bldg. 3, Classroom 12, HVAC Wall	White Sheetrock-Joint Compound Fibrous Heterogenous	10% Cellulose 90% Binder	None Detected
6601-48A	23265-80	Bldg. 3, Classroom 9, 9", White (Same in Classroom 10)	Beige Tile Non-Fibrous Homogenous	98% Binder	2% Chrysotile
6601-48B	23265-81	Bldg. 3, Classroom 9, Black (Same in Classroom 10)	Black Mastic Non-Fibrous Homogenous	95% Binder	5% Chrysotile
6601-49A	23265-82	Bldg. 3, Classroom 12, Floor, 9", Green	Green Tile Non-Fibrous Homogenous	99+% Binder	0.25% Chrysotile
6601-49B	23265-83	Bldg. 3, Classroom 12, Floor, Black	Black Mastic Non-Fibrous Homogenous	95% Binder	5% Chrysotile

Date Received: Monday, October 03, 2022
Date Analyzed: Tuesday, October 04, 2022
Date Reported: Tuesday, October 04, 2022

Samples Received: 145
Samples Analyzed: 143, 2 SFP

Analyst: Nolan Starbuck

Authorized Signatory:



Kelly Favero - Lab Manager

This analytical data sheet constitutes a final report. Due to the limitation of Polarized Light Microscopy (PLM), some samples classified as containing no asbestos in materials, NoneDetected (ND), such as floor tiles or like materials, warrant a recommendation for further analysis by Transmission Electron Microscopy (TEM). Results apply only to the sample as received. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. All Samples will be held for not less than 30 days, upon which they will then be disposed of. This report shall not be reproduced in full without written authorization from MicroTest Laboratories, Inc. Soil and rock matrices are considered problematic matrices and MicroTest recommends sample homogenization prior to PLM analysis. Thermal decomposition of asbestos fibers can yield non-asbestiform mineral properties. The reporting limit for calibrated visual area estimation quantitation procedures is 1%. The reporting limit for 400/1000 point count quantitation procedures is 0.25% or 0.1% respectively. The sample is considered acceptable unless otherwise noted. Sub-samples are analyzed separately except when manufactured with multiple layers (i.e. Linoluem, Drywall, etc.) or requested contrarily by the client.



Project ID
MT012223265

6601-50A	23265-84	Bldg. 3, Classroom P18, Floor, 12", White	White Tile Non-Fibrous Homogenous	100% Binder	None Detected
6601-50B	23265-85	Bldg. 3, Classroom P18, Floor	Yellow Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-51A	23265-86	Bldg. 3, Classroom 11, Floor, 9", Turquoise	Gray/Blue Tile Non-Fibrous Homogenous	98% Binder	2% Chrysotile
6601-51B	23265-87	Bldg. 3, Classroom 11, Floor, Black	Black Mastic Non-Fibrous Homogenous	95% Binder	5% Chrysotile
6601-52A	23265-88	Bldg. 3, Library, Floor, Bottom Layer, 12", Gray	Gray Tile Non-Fibrous Homogenous	100% Binder	None Detected
6601-52B	23265-89	Bldg. 3, Library, Floor, Bottom Layer	Yellow Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-52C	23265-90	Bldg. 3, Library, Floor, Top Layer, 12", Gray	Gray Tile Non-Fibrous Homogenous	100% Binder	None Detected
6601-52D	23265-91	Bldg. 3, Library, Floor, Top Layer	Yellow Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-53	23265-92	Bldg. 3, Boys Restroom, Wall, Center Area	Yellow Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-54	23265-93	Bldg. 3, Library, Wall	Yellow Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-55	23265-94	Bldg. 3, Classroom 9, Floor	Yellow Glue Non-Fibrous Homogenous	100% Binder	None Detected

Date Received: Monday, October 03, 2022
Date Analyzed: Tuesday, October 04, 2022
Date Reported: Tuesday, October 04, 2022

Samples Received: 145
Samples Analyzed: 143, 2 SFP

Analyst: Nolan Starbuck

Authorized Signatory:



Kelly Favero - Lab Manager

This analytical data sheet constitutes a final report. Due to the limitation of Polarized Light Microscopy (PLM), some samples classified as containing no asbestos in materials, NoneDetected (ND), such as floor tiles or like materials, warrant a recommendation for further analysis by Transmission Electron Microscopy (TEM). Results apply only to the sample as received. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. All Samples will be held for not less than 30 days, upon which they will then be disposed of. This report shall not be reproduced in full without written authorization from MicroTest Laboratories, Inc. Soil and rock matrices are considered problematic matrices and MicroTest recommends sample homogenization prior to PLM analysis. Thermal decomposition of asbestos fibers can yield non-asbestiform mineral properties. The reporting limit for calibrated visual area estimation quantitation procedures is 1%. The reporting limit for 400/1000 point count quantitation procedures is 0.25% or 0.1% respectively. The sample is considered acceptable unless otherwise noted. Sub-samples are analyzed separately except when manufactured with multiple layers (i.e. Linoluem, Drywall, etc.) or requested contrarily by the client.



Project ID
MT012223265

6601-56	23265-95	Bldg. 3, Exterior, SE Window	Gray Glazing Non-Fibrous Homogenous	100% Binder	None Detected
6601-57	23265-96	Bldg. 3, Exterior, Wall, SE Area	Gray Mortar Non-Fibrous Homogenous	100% Binder	None Detected
6601-58	23265-97	Bldg. 3, Exterior, Ground, E. Area	Gray Concrete Non-Fibrous Homogenous	100% Binder	None Detected
6601-59	23265-98	Bldg. 3, Upper Roof, SE Area	Black Roofing Core Fibrous Heterogenous	10% Fiberglass 90% Binder	None Detected
6601-60	23265-99	Bldg. 3, Lower Room, SW Area	Black Roofing Core Fibrous Heterogenous	10% Fiberglass 90% Binder	None Detected
6601-61	23265-100	Bldg. 3, Upper Roof, SE Area, Black	Black/Silver Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-62	23265-101	Bldg. 3, Lower Roof, SW Area	Black/Silver Mastic Non-Fibrous Homogenous	5% Cellulose 95% Binder	None Detected
6601-63	23265-102	Bldg. P04, Classroom P2, Wall	White Sheetrock Fibrous Homogenous	10% Cellulose 90% Binder	None Detected
6601-64	23265-103	Bldg. P04, Classroom P7, Wall	White Sheetrock Fibrous Homogenous	10% Cellulose 90% Binder	None Detected
6601-65A	23265-104	Bldg. P04, Classroom P4, Floor, 12", Beige	Beige Tile Non-Fibrous Homogenous	100% Binder	None Detected
6601-65B	23265-105	Bldg. P04, Classroom P4, Floor	Yellow Mastic Non-Fibrous Homogenous	100% Binder	None Detected

Date Received: Monday, October 03, 2022
Date Analyzed: Tuesday, October 04, 2022
Date Reported: Tuesday, October 04, 2022

Samples Received: 145
Samples Analyzed: 143, 2 SFP

Analyst: Nolan Starbuck

Authorized Signatory:



Kelly Favero - Lab Manager

This analytical data sheet constitutes a final report. Due to the limitation of Polarized Light Microscopy (PLM), some samples classified as containing no asbestos in materials, NoneDetected (ND), such as floor tiles or like materials, warrant a recommendation for further analysis by Transmission Electron Microscopy (TEM). Results apply only to the sample as received. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. All Samples will be held for not less than 30 days, upon which they will then be disposed of. This report shall not be reproduced in full without written authorization from MicroTest Laboratories, Inc. Soil and rock matrices are considered problematic matrices and MicroTest recommends sample homogenization prior to PLM analysis. Thermal decomposition of asbestos fibers can yield non-asbestiform mineral properties. The reporting limit for calibrated visual area estimation quantitation procedures is 1%. The reporting limit for 400/1000 point count quantitation procedures is 0.25% or 0.1% respectively. The sample is considered acceptable unless otherwise noted. Sub-samples are analyzed separately except when manufactured with multiple layers (i.e. Linoluem, Drywall, etc.) or requested contrarily by the client.



Project ID
MT012223265

6601-66A	23265-106	Bldg. P04, Classroom P2, Floor, 12", White (Same in Classrooms 1, 3, 5 & 6)	White Tile Non-Fibrous Homogenous	100% Binder	None Detected
6601-66B	23265-107	Bldg. P04, Classroom P2, Floor (Same in Classrooms 1, 3, 5 & 6)	Yellow Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-67A	23265-108	Bldg. P04, Classroom P7, Floor, 12", Gray	Gray Tile Non-Fibrous Homogenous	100% Binder	None Detected
6601-67B	23265-109	Bldg. P04, Classroom P7, Floor, Black	Black Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-68	23265-110	Bldg. P04, Classroom 2, Wall	Yellow Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-69	23265-111	Bldg. P04, Classroom 2, Floor	Yellow Glue Non-Fibrous Homogenous	100% Binder	None Detected
6601-70	23265-112	Bldg. P04, Exterior, Ground, S. Area	Gray Concrete Non-Fibrous Homogenous	100% Binder	None Detected
6601-71	23265-113	Bldg. P05, Classroom P9, Ceiling, 2x4	Gray Ceiling Tile Fibrous Homogenous	50% Cellulose 50% Binder	None Detected
6601-72	23265-114	Bldg. P05, Classroom P11, Wall	White Sheetrock Fibrous Homogenous	5% Cellulose 95% Binder	None Detected
6601-73	23265-115	Bldg. P05, Classroom P8, Wall	White Sheetrock Fibrous Homogenous	70% Cellulose 30% Binder	None Detected
6601-74A	23265-116	Bldg. P05, Classroom P9, Floor, 12", Tan/Red	Tan Tile Non-Fibrous Homogenous	100% Binder	None Detected

Date Received: Monday, October 03, 2022
Date Analyzed: Tuesday, October 04, 2022
Date Reported: Tuesday, October 04, 2022

Samples Received: 145
Samples Analyzed: 143, 2 SFP

Analyst: Nolan Starbuck

Authorized Signatory:



Kelly Favero - Lab Manager

This analytical data sheet constitutes a final report. Due to the limitation of Polarized Light Microscopy (PLM), some samples classified as containing no asbestos in materials, NoneDetected (ND), such as floor tiles or like materials, warrant a recommendation for further analysis by Transmission Electron Microscopy (TEM). Results apply only to the sample as received. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. All Samples will be held for not less than 30 days, upon which they will then be disposed of. This report shall not be reproduced in full without written authorization from MicroTest Laboratories, Inc. Soil and rock matrices are considered problematic matrices and MicroTest recommends sample homogenization prior to PLM analysis. Thermal decomposition of asbestos fibers can yield non-asbestiform mineral properties. The reporting limit for calibrated visual area estimation quantitation procedures is 1%. The reporting limit for 400/1000 point count quantitation procedures is 0.25% or 0.1% respectively. The sample is considered acceptable unless otherwise noted. Sub-samples are analyzed separately except when manufactured with multiple layers (i.e. Linoluem, Drywall, etc.) or requested contrarily by the client.



Project ID
MT012223265

6601-74B	23265-117	Bldg. P05, Classroom P9, Floor	Tan Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-75A	23265-118	Bldg. P05, Classroom P8, Floor, 12", Tan	Tan Tile Non-Fibrous Homogenous	100% Binder	None Detected
6601-75B	23265-119	Bldg. P05, Classroom P8, Floor	Yellow/Black Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-76A	23265-120	Bldg. P05, Classroom P10, Floor, 12", Gray	Gray Tile Non-Fibrous Homogenous	100% Binder	None Detected
6601-76B	23265-121	Bldg. P05, Classroom P10, Floor	Yellow/Black Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-77A	23265-122	Bldg. P05, Classroom P11, Floor, 12", Brown	Brown Tile Non-Fibrous Homogenous	100% Binder	None Detected
6601-77B	23265-123	Bldg. P05, Classroom P11, Floor, Black	Black Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-78	23265-124	Bldg. P05, Classroom P8, Wall	Cream Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-79	23265-125	Bldg. P05, Classroom P11, Floor	Yellow Glue Non-Fibrous Homogenous	100% Binder	None Detected
6601-80	23265-126	Bldg. P05, Exterior, Ground, S. Area	Black Asphalt Non-Fibrous Homogenous	100% Binder	None Detected
6601-81	23265-127	Bldg. P05, Roof, Classroom P8, E. Area, TPO	White/Gray Roofing Core Fibrous Heterogenous	10% Fiberglass 90% Binder	None Detected

Date Received: Monday, October 03, 2022
Date Analyzed: Tuesday, October 04, 2022
Date Reported: Tuesday, October 04, 2022

Samples Received: 145
Samples Analyzed: 143, 2 SFP

Analyst: Nolan Starbuck

Authorized Signatory:



Kelly Favero - Lab Manager

This analytical data sheet constitutes a final report. Due to the limitation of Polarized Light Microscopy (PLM), some samples classified as containing no asbestos in materials, NoneDetected (ND), such as floor tiles or like materials, warrant a recommendation for further analysis by Transmission Electron Microscopy (TEM). Results apply only to the sample as received. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. All Samples will be held for not less than 30 days, upon which they will then be disposed of. This report shall not be reproduced in full without written authorization from MicroTest Laboratories, Inc. Soil and rock matrices are considered problematic matrices and MicroTest recommends sample homogenization prior to PLM analysis. Thermal decomposition of asbestos fibers can yield non-asbestiform mineral properties. The reporting limit for calibrated visual area estimation quantitation procedures is 1%. The reporting limit for 400/1000 point count quantitation procedures is 0.25% or 0.1% respectively. The sample is considered acceptable unless otherwise noted. Sub-samples are analyzed separately except when manufactured with multiple layers (i.e. Linoluem, Drywall, etc.) or requested contrarily by the client.



Project ID
MT012223265

6601-82	23265-128	Bldg. P05, Roof, Classroom P9, E. Area, TPO	White/Gray Roofing Core Fibrous Heterogenous	10% Fiberglass 90% Binder	None Detected
6601-83	23265-129	Bldg. P07, Classroom P12, Wall	White Sheetrock Non-Fibrous Homogenous	100% Binder	None Detected
6601-84	23265-130	Bldg. P07, Classroom P17, Wall	White Sheetrock Non-Fibrous Homogenous	100% Binder	None Detected
6601-85A	23265-131	Bldg. P07, Classroom 12, Floor, 12", White (Same in Classroom 17)	White Tile Non-Fibrous Homogenous	100% Binder	None Detected
6601-85B	23265-132	Bldg. P07, Classroom 12, Floor (Same in Classroom 17)	Yellow Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-86A	23265-133	Bldg. P07, Classroom 13, Floor, 12", Gray (Same in Classroom 14, 15 & 16)	Gray Tile Non-Fibrous Homogenous	100% Binder	None Detected
6601-86B	23265-134	Bldg. P07, Classroom 13, Floor (Same in Classroom 14, 15 & 16)	Yellow Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-87	23265-135	Bldg. P07, Classroom P12, Wall	Yellow Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-88	23265-136	Bldg. P07, Classroom P12, Floor	Yellow Glue Non-Fibrous Homogenous	100% Binder	None Detected
6601-89	23265-137	Bldg. P07, Exterior, Ground, N. Area	Gray Concrete Non-Fibrous Homogenous	100% Binder	None Detected
6601-90	23265-138	Bldg. P08 (Restrooms), Boys Restroom, Ceiling, 2x4	White Ceiling Tile Fibrous Homogenous	10% Cellulose 90% Binder	None Detected

Date Received: Monday, October 03, 2022
Date Analyzed: Tuesday, October 04, 2022
Date Reported: Tuesday, October 04, 2022

Samples Received: 145
Samples Analyzed: 143, 2 SFP

Analyst: Nolan Starbuck

Authorized Signatory:



Kelly Favero - Lab Manager

This analytical data sheet constitutes a final report. Due to the limitation of Polarized Light Microscopy (PLM), some samples classified as containing no asbestos in materials, NoneDetected (ND), such as floor tiles or like materials, warrant a recommendation for further analysis by Transmission Electron Microscopy (TEM). Results apply only to the sample as received. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. All Samples will be held for not less than 30 days, upon which they will then be disposed of. This report shall not be reproduced in full without written authorization from MicroTest Laboratories, Inc. Soil and rock matrices are considered problematic matrices and MicroTest recommends sample homogenization prior to PLM analysis. Thermal decomposition of asbestos fibers can yield non-asbestiform mineral properties. The reporting limit for calibrated visual area estimation quantitation procedures is 1%. The reporting limit for 400/1000 point count quantitation procedures is 0.25% or 0.1% respectively. The sample is considered acceptable unless otherwise noted. Sub-samples are analyzed separately except when manufactured with multiple layers (i.e. Linoluem, Drywall, etc.) or requested contrarily by the client.



Project ID
MT012223265

6601-91A	23265-139	Bldg. P08 (Restrooms), Boys Restroom, Floor (Same in all 3 Restrooms)	Gray Linoleum Non-Fibrous Homogenous	100% Binder	None Detected
6601-91B	23265-140	Bldg. P08 (Restrooms), Boys Restroom, Floor (Same in all 3 Restrooms)	Cream Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-92	23265-141	Bldg. P08 (Restrooms), Boys Restroom, Wall	Yellow Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-93	23265-142	Bldg. P08 (Restrooms), Boys Restroom, Wall	Cream Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-94	23265-143	Bldg. P08 (Restrooms), Roof, N. Area, Black	Black Mastic Non-Fibrous Homogenous	100% Binder	None Detected
6601-95	23265-144	Area A, Blacktop, Ground, N. Area	Black Asphalt Non-Fibrous Homogenous	100% Binder	None Detected
6601-96	23265-145	Area A, Blacktop, Ground, S. Area	Black Asphalt Non-Fibrous Homogenous	100% Binder	None Detected

Date Received: Monday, October 03, 2022
Date Analyzed: Tuesday, October 04, 2022
Date Reported: Tuesday, October 04, 2022

Samples Received: 145
Samples Analyzed: 143, 2 SFP

Analyst: Nolan Starbuck

Authorized Signatory:

Kelly Favero - Lab Manager

This analytical data sheet constitutes a final report. Due to the limitation of Polarized Light Microscopy (PLM), some samples classified as containing no asbestos in materials, NoneDetected (ND), such as floor tiles or like materials, warrant a recommendation for further analysis by Transmission Electron Microscopy (TEM). Results apply only to the sample as received. This report must not be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. All Samples will be held for not less than 30 days, upon which they will then be disposed of. This report shall not be reproduced in full without written authorization from MicroTest Laboratories, Inc. Soil and rock matrices are considered problematic matrices and MicroTest recommends sample homogenization prior to PLM analysis. Thermal decomposition of asbestos fibers can yield non-asbestiform mineral properties. The reporting limit for calibrated visual area estimation quantitation procedures is 1%. The reporting limit for 400/1000 point count quantitation procedures is 0.25% or 0.1% respectively. The sample is considered acceptable unless otherwise noted. Sub-samples are analyzed separately except when manufactured with multiple layers (i.e. Linoluem, Drywall, etc.) or requested contrarily by the client.



Project ID
MT012223265

CLIENT INFORMATION

Company Sac City Unified School District
Name Mike Taxara
Address 425 First Avenue
Sacramento CA, 95818
Phone (916) 395 - 3980
Email Tina-Alvarez-Bevens@scusd.edu

Sample

Date Monday, October 03, 2022
Time 02:30 PM

Chain-Of-Custody

JOB SITE INFORMATION

Site Property
Address 6601 Steiner Drive
Sacramento, CA 95823
Unit
Claim#
Job # 47219
Chain # 1


Analysis: PLM | TTFP - 400 PT.CT.

Turn Around Time: Same Day

Sample Number:	Location	Description
6601-1A	Bldg. 1, Multi-Purpose Room, Stage, Ceiling, N. Area	Sprayed on Acoustic
6601-1B	Bldg. 1, Multi-Purpose Room, Stage, Ceiling, S. Area	Sprayed on Acoustic
6601-1C	Bldg. 1, Multi-Purpose Room, Stage, Ceiling, E. Area	Sprayed on Acoustic
6601-2A	Bldg. 1, Office, Ceiling, 12"	Acoustic Ceiling Tile
6601-2B	Bldg. 1, Office, Ceiling, Brown	Mastic
6601-3	Bldg. 1, Classroom K2, Ceiling (Stapled), 12"	Acoustic Ceiling Tile
6601-4A	Bldg. 1, Classroom K3, Floor, Bottom Layer	Linoleum
6601-4B	Bldg. 1, Classroom K3, Floor, Bottom Layer	Mastic
6601-4C	Bldg. 1, Classroom K3, Floor, Top Layer, 12", Gray	Floor Tile
6601-4D	Bldg. 1, Classroom K3, Floor, Top Layer	Mastic
6601-5A	Bldg. 1, Storage Closet, Wall	Plaster

Relinquished by (Client)	Date/Time

Received by (Tech)	Date/Time

Relinquished by (Tech)	Date/Time
	10/03/2022 02:30 PM

Received by (Lab)	Date/Time
	10/03/2022 4:44 PM

Sampler: William Sager


Total Number of Samples 145



Sample Number:	Location	Description
6601-5B	Bldg. 1, Office, Wall	Plaster
6601-5C	Bldg. 1, Kitchen, Wall	Plaster
6601-5D	Bldg. 1, Multi-Purpose Room, Wall	Plaster
6601-5E	Bldg. 1, Staff Room, Wall	Plaster
6601-6A	Bldg. 1, Classroom K2, HVAC Wall	Texture
6601-6B	Bldg. 1, Classroom K1, HVAC Wall	Texture
6601-6C	Bldg. 1, Multi-Purpose Room, Stage, Wall	Texture
6601-7	Bldg. 1, Multi-Purpose Room, Stage, Wall	Sheetrock-Joint Compound
6601-8A	Bldg. 1, Classroom K1, Floor, 9", Green	Floor Tile
6601-8B	Bldg. 1, Classroom K1, Floor, Black	Mastic
6601-9A	Bldg. 1, Classroom K2, Floor, 9", Tan	Floor Tile
6601-9B	Bldg. 1, Classroom K2, Floor	Mastic
6601-10A	Bldg. 1, Office, Floor, 12"	Floor Tile
6601-10B	Bldg. 1, Office, Floor	Mastic
6601-11A	Bldg. 1, Multi-Purpose Room, Floor, 9", Tan (Same in Kitchen)	Floor Tile
6601-11B	Bldg. 1, Multi-Purpose Room, Floor, Black (Same in Kitchen)	Mastic
6601-12A	Bldg. 1, Multi-Purpose Room, Floor, 9", Brown	Floor Tile

Relinquished by (Client)	Date/Time

Received by (Tech)	Date/Time

Relinquished by (Tech)	Date/Time
	10/03/2022 02:30 PM

Received by (Lab)	Date/Time
	10/03/2022 4:44 PM

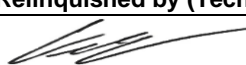
Sampler: William Sager

Total Number of Samples 145

Sample Number:	Location	Description
6601-12B	Bldg. 1, Multi-Purpose Room, Floor, Black	Mastic
6601-13A	Bldg. 1, Multi-Purpose Room, Stage, Floor, 12", White	Floor Tile
6601-13B	Bldg. 1, Multi-Purpose Room, Stage, Floor	Mastic
6601-14	Bldg. 1, Classroom K2	Cove Base Mastic
6601-15	Bldg. 1, Multi-Purpose Room, Stage	Cove Base Mastic
6601-16	Bldg. 1, Exterior, Window, S. Area, Window	Glazing Compound
6601-17	Bldg. 1, Exterior, Wall, NE Area	Mortar
6601-18	Bldg. 1, Exterior, Wall, N. Area	Concrete
6601-19	Bldg. 1, Exterior, Ground, SE Area	Concrete
6601-20	Bldg. 1, Exterior, Ground, N. Area	Concrete
6601-21	Bldg. 1, Roof, SW Area	Roofing Core
6601-22	Bldg. 1, Roof, NE Area	Roofing Core
6601-23	Bldg. 1, Roof, SW Area, Black	Roofing Mastic
6601-24	Bldg. 1, Roof, NE Area, Black	Roofing Mastic
6601-25	Bldg. 2, Classroom 5, Ceiling, 2x4	Acoustic Ceiling Tile
6601-26	Bldg. 2, Classroom 7, Ceiling, 2x4	Acoustic Ceiling Tile
6601-27A	Bldg. 2, Boys Restroom, Wall	Plaster
6601-27B	Bldg. 2, Girls Restroom, Wall	Plaster
6601-27C	Bldg. 2, Storage Room, Wall	Plaster
6601-28A	Bldg. 2, Classroom 5, HVAC Wall	Texture

Relinquished by (Client)	Date/Time

Received by (Tech)	Date/Time

Relinquished by (Tech)	Date/Time
	10/03/2022 02:30 PM

Received by (Lab)	Date/Time
	10/03/2022 4:44 PM

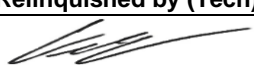
Sampler: William Sager

Total Number of Samples 145

Sample Number:	Location	Description
6601-28B	Bldg. 2, Classroom 6, HVAC Wall	Texture
6601-28C	Bldg. 2, Classroom 7, HVAC Wall	Texture
6601-29	Bldg. 2, Classroom 6, HVAC Wall	Sheetrock-Joint Compound
6601-30A	Bldg. 2, Classroom 7, Floor, 9", White (Same in Classrooms 3 & 4)	Floor Tile
6601-30B	Bldg. 2, Classroom 7, Floor, Black (Same in Classrooms 3 & 4)	Mastic
6601-31A	Bldg. 2, Classroom 5, Floor, 12", Gray (Same in Classroom 6)	Floor Tile
6601-31B	Bldg. 2, Classroom 5, Floor (Same in Classroom 6)	Mastic
6601-32	Bldg. 2, Classroom 7	Cove Base Mastic
6601-33	Bldg. 2, Classroom 5, Floor	Carpet Glue
6601-34	Bldg. 2, Exterior, Window, NE Area, Window	Glazing Compound
6601-35	Bldg. 2, Exterior, Wall, NE Area	Mortar
6601-36	Bldg. 2, Exterior, Wall, NE Area	Concrete
6601-37	Bldg. 2, Exterior, Ground, S. Area	Concrete
6601-38	Bldg. 2, Roof, NE Area	Roofing Core
6601-39	Bldg. 2, Roof, SW Area	Roofing Core
6601-40	Bldg. 2, Exterior, NE Area, Black	Roofing Mastic
6601-41	Bldg. 2, Exterior, SW Area, Black	Roofing Mastic
6601-42	Bldg. 3, Classroom 12, 2x4	Acoustic Ceiling Tile
6601-43	Bldg. 3, Library, Ceiling, 2x4	Acoustic Ceiling Tile
6601-44A	Bldg. 3, Care Room, Ceiling, 12"	Acoustic Ceiling Tile

Relinquished by (Client)	Date/Time

Received by (Tech)	Date/Time

Relinquished by (Tech)	Date/Time
	10/03/2022 02:30 PM

Received by (Lab)	Date/Time
	10/03/2022 4:44 PM

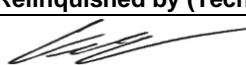
Sampler: William Sager

Total Number of Samples 145

Sample Number:	Location	Description
6601-44B	Bldg. 3, Care Room, Ceiling, Brown	Mastic
6601-45A	Bldg. 3, Boys Restroom Wall	Plaster
6601-45B	Bldg. 3, Girls Restroom, Wall	Plaster
6601-45C	Bldg. 3, Plant Manager Room, Wall	Plaster
6601-46A	Bldg. 3, Classroom 9, HVAC Wall	Texture
6601-46B	Bldg. 3, Classroom 10, HVAC Wall	Texture
6601-46C	Bldg. 3, Classroom 11, HVAC Wall	Texture
6601-46D	Bldg. 3, Classroom 11.5, HVAC Wall	Texture
6601-46E	Bldg. 3, Classroom 12, HVAC Wall	Texture
6601-47A	Bldg. 3, Classroom 9, HVAC Wall	Sheetrock-Joint Compound
6601-47B	Bldg. 3, Classroom 12, HVAC Wall	Sheetrock-Joint Compound
6601-48A	Bldg. 3, Classroom 9, 9", White (Same in Classroom 10)	Floor Tile
6601-48B	Bldg. 3, Classroom 9, Black (Same in Classroom 10)	Mastic
6601-49A	Bldg. 3, Classroom 12, Floor, 9", Green	Floor Tile
6601-49B	Bldg. 3, Classroom 12, Floor, Black	Mastic
6601-50A	Bldg. 3, Classroom P18, Floor, 12", White	Floor Tile
6601-50B	Bldg. 3, Classroom P18, Floor	Mastic
6601-51A	Bldg. 3, Classroom 11, Floor, 9", Turquoise	Floor Tile
6601-51B	Bldg. 3, Classroom 11, Floor, Black	Mastic
6601-52A	Bldg. 3, Library, Floor, Bottom Layer, 12", Gray	Floor Tile

Relinquished by (Client)	Date/Time

Received by (Tech)	Date/Time

Relinquished by (Tech)	Date/Time
	10/03/2022 02:30 PM

Received by (Lab)	Date/Time
	10/03/2022 4:44 PM


Sampler: William Sager

Total Number of Samples 145

Sample Number:	Location	Description
6601-52B	Bldg. 3, Library, Floor, Bottom Layer	Mastic
6601-52C	Bldg. 3, Library, Floor, Top Layer, 12", Gray	Floor Tile
6601-52D	Bldg. 3, Library, Floor, Top Layer	Mastic
6601-53	Bldg. 3, Boys Restroom, Wall, Center Area	FRP Mastic
6601-54	Bldg. 3, Library, Wall	Cove Base Mastic
6601-55	Bldg. 3, Classroom 9, Floor	Carpet Glue
6601-56	Bldg. 3, Exterior, SE Window	Glazing Compound
6601-57	Bldg. 3, Exterior, Wall, SE Area	Mortar
6601-58	Bldg. 3, Exterior, Ground, E. Area	Concrete
6601-59	Bldg. 3, Upper Roof, SE Area	Roofing Core
6601-60	Bldg. 3, Lower Room, SW Area	Roofing Core
6601-61	Bldg. 3, Upper Roof, SE Area, Black	Roofing Mastic
6601-62	Bldg. 3, Lower Roof, SW Area	Roofing Mastic
6601-63	Bldg. P04, Classroom P2, Wall	Sheetrock
6601-64	Bldg. P04, Classroom P7, Wall	Sheetrock
6601-65A	Bldg. P04, Classroom P4, Floor, 12", Beige	Floor Tile
6601-65B	Bldg. P04, Classroom P4, Floor	Mastic
6601-66A	Bldg. P04, Classroom P2, Floor, 12", White (Same in Classrooms 1, 3, 5 & 6)	Floor Tile
6601-66B	Bldg. P04, Classroom P2, Floor (Same in Classrooms 1, 3, 5 & 6)	Mastic

Relinquished by (Client)	Date/Time

Received by (Tech)	Date/Time

Relinquished by (Tech)	Date/Time
	10/03/2022 02:30 PM

Received by (Lab)	Date/Time
	10/03/2022 4:44 PM

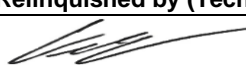
Sampler: William Sager

Total Number of Samples 145

Sample Number:	Location	Description
6601-67A	Bldg. P04, Classroom P7, Floor, 12", Gray	Floor Tile
6601-67B	Bldg. P04, Classroom P7, Floor, Black	Mastic
6601-68	Bldg. P04, Classroom 2, Wall	Cove Base Mastic
6601-69	Bldg. P04, Classroom 2, Floor	Carpet Glue
6601-70	Bldg. P04, Exterior, Ground, S. Area	Concrete
6601-71	Bldg. P05, Classroom P9, Ceiling, 2x4	Acoustic Ceiling Tile
6601-72	Bldg. P05, Classroom P11, Wall	Sheetrock
6601-73	Bldg. P05, Classroom P8, Wall	Sheetrock
6601-74A	Bldg. P05, Classroom P9, Floor, 12", Tan/Red	Floor Tile
6601-74B	Bldg. P05, Classroom P9, Floor	Mastic
6601-75A	Bldg. P05, Classroom P8, Floor, 12", Tan	Floor Tile
6601-75B	Bldg. P05, Classroom P8, Floor	Mastic
6601-76A	Bldg. P05, Classroom P10, Floor. 12", Gray	Floor Tile
6601-76B	Bldg. P05, Classroom P10, Floor	Mastic
6601-77A	Bldg. P05, Classroom P11, Floor, 12", Brown	Floor Tile
6601-77B	Bldg. P05, Classroom P11, Floor, Black	Mastic
6601-78	Bldg. P05, Classroom P8, Wall	Cove Base Mastic
6601-79	Bldg. P05, Classroom P11, Floor	Carpet Glue
6601-80	Bldg. P05, Exterior, Ground, S. Area	Asphalt
6601-81	Bldg. P05, Roof, Classroom P8, E. Area, TPO	Roofing Core

Relinquished by (Client)	Date/Time

Received by (Tech)	Date/Time

Relinquished by (Tech)	Date/Time
	10/03/2022 02:30 PM

Received by (Lab)	Date/Time
	10/03/2022 4:44 PM

Sampler: William Sager

Total Number of Samples 145

Sample Number:	Location	Description
6601-82	Bldg. P05, Roof, Classroom P9, E. Area, TPO	Roofing Core
6601-83	Bldg. P07, Classroom P12, Wall	Sheetrock
6601-84	Bldg. P07, Classroom P17, Wall	Sheetrock
6601-85A	Bldg. P07, Classroom 12, Floor, 12", White (Same in Classroom 17)	Floor Tile
6601-85B	Bldg. P07, Classroom 12, Floor (Same in Classroom 17)	Mastic
6601-86A	Bldg. P07, Classroom 13, Floor, 12", Gray (Same in Classroom 14, 15 & 16)	Floor Tile
6601-86B	Bldg. P07, Classroom 13, Floor (Same in Classroom 14, 15 & 16)	Mastic
6601-87	Bldg. P07, Classroom P12, Wall	Cove Base Mastic
6601-88	Bldg. P07, Classroom P12, Floor	Carpet Glue
6601-89	Bldg. P07, Exterior, Ground, N. Area	Concrete
6601-90	Bldg. P08 (Restrooms), Boys Restroom, Ceiling, 2x4	Sheetrock Ceiling Tile
6601-91A	Bldg. P08 (Restrooms), Boys Restroom, Floor (Same in all 3 Restrooms)	Linoleum
6601-91B	Bldg. P08 (Restrooms), Boys Restroom, Floor (Same in all 3 Restrooms)	Mastic
6601-92	Bldg. P08 (Restrooms), Boys Restroom, Wall	FRP Mastic
6601-93	Bldg. P08 (Restrooms), Boys Restroom, Wall	Cove Base Mastic
6601-94	Bldg. P08 (Restrooms), Roof, N. Area, Black	Roofing Mastic
6601-95	Area A, Blacktop, Ground, N. Area	Asphalt
6601-96	Area A, Blacktop, Ground, S. Area	Asphalt

Relinquished by (Client)	Date/Time

Received by (Tech)	Date/Time

Relinquished by (Tech)	Date/Time
	10/03/2022 02:30 PM

Received by (Lab)	Date/Time
	10/03/2022 4:44 PM

Sampler: William Sager

Total Number of Samples 145



PH 916.361.0555 | FX 916.361.0540
service@nall.com

KS#
Client PO
Project ID

for office use only

CLIENT INFORMATION

Company Sac City Unified School District
Name Mike Taxara
Address 425 First Avenue
Sacramento CA, 95818
Phone (916) 395 - 3980
Email Tina-Alvarez-Bevens@scusd.edu

SAMPLE

Date Thursday, September 22, 2022
Time 02:30 PM
Chain-Of-Custody | Analytical Data
Heuresis Pb200i

JOB SITE INFORMATION

Site Property
Address 6601 Steiner Drive
Sacramento, CA 95823
Unit
Claim#
Job # 26799
Chain # 1

TURN AROUND Same Day **LEAD PAINT** Inspection **MEASUREMENT MODE** Standard **SAMPLING METHOD** Heuresis Pb200i **ANALYTICAL DATA** Action Level - 1
Abatement Level - 1
Total Readings - 48

Sample ID:	Sample Location Description	Structure Material	Color	Condition	Lead (mg/cm ²)
6601-1L	Bldg. 1, Exterior, Wall, Paint	Stucco	Beige	N/A	<LOD
6601-2L	Bldg. 2, Exterior Wall, Paint	Stucco	Beige	N/A	<LOD
6601-3L	Bldg. 3, Exterior Walls, Paint	Stucco	Beige	N/A	<LOD
6601-4L	Bldg. 1, Exterior Door Trim, Paint	Metal	Green/Brown	Intact	11.0
6601-5L	Bldg. 2, Exterior Door Trim, Paint	Metal	Green/Brown	Intact	11.0
6601-6L	Bldg. 3, Exterior Door Trim, Paint	Metal	Green/Brown	Intact	11.0
6601-7L	Bldg. 1, Exterior Window Trim, Paint	Metal	Beige	Intact	11.0
6601-8L	Bldg. 2, Exterior Window Trim, Paint	Metal	Beige	Intact	11.0
6601-9L	Bldg. 3, Exterior Window Trim, Paint	Metal	Beige	Intact	11.0
6601-10L	Bldg. 1, Interior Window Trim, Paint	Metal	Beige	N/A	<LOD

<LOD Below Limit of Detection | Reading < 0.0

LCM Lead Containing Material | Readings Ranging from 0 to < 1.0 mg/cm²

LBP Lead Based Paint | Readings Greater than 1.0 mg/cm²

ANALYSIS

Date September 22, 2022
Time 02:30 PM

California Dept. of Public Health
www.2.epa.gov/lead



Relinquished by (Client)	Date/Time

Relinquished by (Tech)	Date/Time
	09/22/2022 02:30 PM

Sampler: William Sager

Analyst: William Sager

Received by (Tech)	Date/Time

Received by (Lab)	Date/Time
	09/22/2022 02:30 PM

Total Number of Samples 48



Sample ID:	Sample Location Description	Structure Material	Color	Condition	Lead (mg/cm ²)
6601-11L	Bldg. 2, Interior Window Trim, Paint	Metal	Beige	N/A	<LOD
6601-12L	Bldg. 3, Interior Window Trim, Paint	Metal	Beige	N/A	<LOD
6601-13L	Bldg. 1, Exterior Fascia, Paint	Wood	Green/White	N/A	<LOD
6601-14L	Bldg. 2, Exterior Fascia, Paint	Wood	Green/White	N/A	<LOD
6601-15L	Bldg. 3, Exterior Fascia, Paint	Wood	Green/White	N/A	<LOD
6601-16L	Bldg. 1, Exterior Soffits, Paint	Wood	Green/White	N/A	<LOD
6601-17L	Bldg. 2, Exterior Soffits, Paint	Wood	Green/White	N/A	<LOD
6601-18L	Bldg. 3, Exterior Soffits, Paint	Wood	Green/White	N/A	<LOD
6601-19L	Bldg. 1, Exterior Beams, Paint	Wood	Green/White	N/A	<LOD
6601-20L	Bldg. 2, Exterior Beams, Paint	Wood	Green/White	N/A	<LOD
6601-21L	Bldg. 3, Exterior Beams, Paint	Wood	Green/White	N/A	<LOD
6601-22L	Bldg. 1, Exterior Pillars, Paint	Metal	Green	Intact	8.0
6601-23L	Bldg. 2, Exterior Pillars, Paint	Metal	Green	Intact	8.0
6601-24L	Bldg. 3, Exterior Pillars, Paint	Metal	Green	Intact	8.0
6601-25L	Bldg. 1, Exterior Gutters, Paint	Metal	Green	N/A	<LOD
6601-26L	Bldg. 2, Exterior Gutters, Paint	Metal	Green	N/A	<LOD

<LOD Below Limit of Detection | Reading < 0.0

LCM Lead Containing Material | Readings Ranging from 0 to < 1.0 mg/cm²

LBP Lead Based Paint | Readings Greater than 1.0 mg/cm²

ANALYSIS

Date	September 22, 2022
Time	02:30 PM

California Dept. of Public Health
www.2.epa.gov/lead



Sampler: William Sager

Analyst: William Sager

Total Number of Samples 48

Relinquished by (Client)	Date/Time

Relinquished by (Tech)	Date/Time
	09/22/2022 02:30 PM

Received by (Tech)	Date/Time

Received by (Lab)	Date/Time
	09/22/2022 02:30 PM

Sample ID:	Sample Location Description	Structure Material	Color	Condition	Lead (mg/cm ²)
6601-27L	Bldg. 3, Exterior Gutters, Paint	Metal	Green	N/A	<LOD
6601-28L	Bldg. 1, Interior Walls, Paint	Wood	Beige	N/A	<LOD
6601-29L	Bldg. 1, Interior Walls, Paint	Sheetrock	Beige	N/A	<LOD
6601-30L	Bldg. 2, Interior Walls, Paint	Wood	Beige	N/A	<LOD
6601-31L	Bldg. 2, Interior Walls, Paint	Sheetrock	Beige	N/A	<LOD
6601-32L	Bldg. 3, Interior Walls, Paint	Wood	Beige	N/A	<LOD
6601-33L	Bldg. 3, Interior Walls, Paint	Sheetrock	Beige	N/A	<LOD
6601-34L	Bldg. 2, Girl's Restroom Walls, Tiles	Ceramic	White	N/A	<LOD
6601-35L	Bldg. 2, Boy's Restroom Walls, Tiles	Ceramic	White	N/A	<LOD
6601-36L	Bldg. 3, Boy's Restroom Walls, Tiles	Ceramic	White/Pink	N/A	<LOD
6601-37L	Bldg. 3, Girl's Restroom Walls, Tiles	Ceramic	Green	N/A	<LOD
6601-38L	Bldg. 3, Room 12, Restroom Walls, Tiles	Ceramic	Pink	N/A	<LOD
6601-39L	Bldg. 1, Administration Bldg. Walls, Paint	Wood	White	N/A	<LOD
6601-40L	Bldg. 1, Administration Bldg. Walls, Paint	Plaster	White	N/A	<LOD
6601-41L	Bldg. 1, K1 Restroom Walls, Tiles	Ceramic	Beige/Purple	N/A	<LOD
6601-42L	Bldg. 1, K1 Restroom Floor, Tiles	Ceramic	Gray	N/A	<LOD
6601-43L	Bldg. 1, K2 Restroom Walls, Tiles	Ceramic	Beige	N/A	<LOD

<LOD Below Limit of Detection | Reading < 0.0

LCM Lead Containing Material | Readings Ranging from 0 to < 1.0 mg/cm²

LBP Lead Based Paint | Readings Greater than 1.0 mg/cm²

ANALYSIS

Date	September 22, 2022
Time	02:30 PM

California Dept. of Public Health
www.2.epa.gov/lead



Relinquished by (Client)	Date/Time

Relinquished by (Tech)	Date/Time
	09/22/2022 02:30 PM

Sampler: William Sager

Analyst: William Sager

Received by (Tech)	Date/Time

Received by (Lab)	Date/Time
	09/22/2022 02:30 PM

Total Number of Samples 48

Sample ID:	Sample Location Description	Structure Material	Color	Condition	Lead (mg/cm ²)
6601-44L	Bldg. 1, K2 Restroom Walls, Tiles	Ceramic	Pink	Intact	8.0
6601-45L	Portables Walls, Paint	Wood	Beige	N/A	<LOD
6601-46L	Portables Doors & Frames, Paint	Metal	Green	N/A	<LOD
6601-47L	Portable Soffit, Paint	Wood	Beige	N/A	<LOD
6601-48L	Portable Fascia, Paint	Wood	Green	N/A	<LOD

<LOD Below Limit of Detection | Reading < 0.0

LCM Lead Containing Material | Readings Ranging from 0 to < 1.0 mg/cm²

LBP Lead Based Paint | Readings Greater than 1.0 mg/cm²

ANALYSIS

Date	September 22, 2022
Time	02:30 PM

California Dept. of Public Health
www.2.epa.gov/lead



Relinquished by (Client)	Date/Time

Relinquished by (Tech)	Date/Time
	09/22/2022 02:30 PM

Sampler: William Sager

Analyst: William Sager

Received by (Tech)	Date/Time

Received by (Lab)	Date/Time
	09/22/2022 02:30 PM

Total Number of Samples 48

Asbestos Renovation/Demolition Notification Form

1	Building Department Permit Application # (if known) : _____	<input type="checkbox"/> Renovation (Do not complete Section 5) <input checked="" type="checkbox"/> Demolition (Complete all sections) <input type="checkbox"/> Ordered Demo - Attach ordered demo letter <input type="checkbox"/> Emergency Demo - SMAQMD Emergency #: _____
----------	----------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2	Contractor	Owner
	Address	Address
	City, State / Zip	City, State / Zip
	Email	Email
	Telephone	Telephone

3	Structure Name Nicholas Elementary School	Renovation Area	# of Floors
	Project Address 6601 Steiner Drive	City / Zip Sacramento, CA 95823	Year Built

4	Preference for return of form	<input type="checkbox"/> E-mail :	<input type="checkbox"/> Other :
----------	-------------------------------	-----------------------------------	----------------------------------


DEMOLITION ONLY – Start date must be at least 10 working days from the day of your postmark or hand delivery of this form.

5	Start Date _____	Revision # 1 2 3 4 5 6 7 8 9 (circle)
	Completion Date _____	New Start Date _____
		New Completion Date _____
Method of Demo (Check Applicable): <input type="checkbox"/> Manual/Hand Tools <input type="checkbox"/> Mechanical/Heavy Equipment <input type="checkbox"/> Other		
Procedure to be followed if RACM is found or Category II material becomes friable:		

*I have read and understand the directions. The information on this form is true and accurate.
 I certify that the asbestos survey conducted represents the facility as built.*

6	Applicant Name (Print)	<input type="checkbox"/> Owner <input type="checkbox"/> Rep / Agent <input type="checkbox"/> Contractor	Permit may be issued on:
	Phone Number	Date	
	Applicant's Signature		

Have DOSH Consultant complete and sign below OR attach completed Asbestos Survey Form and Consultant's report.

CONSULTANT USE ONLY	Company Name National Analytical Laboratories, Inc.	Telephone (916) 361-0555	
	Surveyor Name Michael J. Lee	DOSH # 06-4047	Survey Date 09/22/22 09/30/22
	Analytical Method PLM	Pt Count Materials <10%? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Declined by Client	
	Amount of RACM	Square Feet ~1,000	Linear Feet -
	Amount of Category I ~12,300 sf	Amount of Category II -	
	Project Address 6601 Steiner Drive	City Sacramento	Zip 95823
	Suspect Materials Present? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Consultant's Signature 	

SMAQMD USE ONLY

Date Received / Date Postmarked _____ Date Approved & Returned _____

Project # _____ Check # _____ Receipt # _____ Amount Paid _____ Staff _____

Failure to comply with asbestos regulations can result in civil/criminal penalties as specified in CH&SC §42400-42402

PURPOSE:

Your project has been deemed jurisdictional by the US EPA and the Sacramento Metropolitan Air Quality Management District (SMAQMD). **You will not receive a permit from the building department until you complete this form. SMAQMD will approve* and return this form to you to bring to the building department.** In order to prevent the release of asbestos into the environment, you must properly identify and abate** all regulated asbestos materials prior to the start of your renovation or demolition project. You must first retain a certified Cal/OSHA asbestos consultant to conduct your asbestos survey and identify all regulated asbestos containing building materials. To properly abate the identified regulated materials, you must hire a licensed asbestos abatement contractor. You may find local asbestos consultants and contractors in the yellow pages or online under "Asbestos or Environmental Consulting" and "Asbestos or Environmental Contractors".

DIRECTIONS:

The numbers below correspond to the item numbers on the front of this form.

1. Input the Building Department's Permit Application Number or Case Number (if known).
Indicate the type of project using the following definitions:
 - DEMOLITION: The wrecking, taking out, disturbing, or burning of any load-supporting/structural member of any facility. Common examples include impact to load bearing wall(s), roof rafter(s), razing/moving the entire structure.
 - RENOVATION: Any operation other than a demolition. Common examples would be tenant improvements and partial or complete remodels where load bearing walls are not being removed.
 - ORDERED DEMOLITION: The demo of a facility pursuant to an order of an authorized representative of a state or local government agency, issued because the structure is structurally unsound or in danger of imminent collapse.
 - EMERGENCY DEMOLITION: A renovation that results from a "sudden, unexpected event that applies to the abatement of the immediate hazard and, that if not immediately attended to: presents a safety or public health hazard, is necessary to protect equipment from damage, or is necessary to avoid imposing an unreasonable financial burden." Ultimate approval of the use of this provision is left to the discretion of the Air Pollution Control Officer. Operations necessitated by non-routine failures of equipment are included.
 2. Complete Contractor and Owner information. A contractor refers to the party doing the renovation/demolition work.
 3. Structure Name: Any commercial/institution name for the structure.
Project Address: Provide structure address.
Renovation Area: Include name of area to be renovated (ex. "bathroom", "first floor", "roof", etc.) and total size in square feet.
Number of Floors: Count basement as a floor.
Year Built: Age of the oldest portion of the structure that will be impacted by the project.
 4. Select method of receiving form. **To expedite the process use asbestos@airquality.org for sending items to SMAQMD.** If fees are due, payments can be made online at <http://www.airquality.org/Businesses/Payments>
- IF DEMOLITION, ORDERED DEMOLITION, OR EMERGENCY DEMOLITION PROJECT, COMPLETE SECTIONS 5 & 6.**
FOR RENOVATION PROJECTS, SKIP TO SECTION 6
5. Project Dates: These are the actual dates the demolition will start and end. Although asbestos may not be detected or the survey indicates RACM less than 160 square or 260 linear feet, the start date must reflect at least 10 business days from the date of postmark/delivery to SMAQMD. In those instances, submit a \$435 plan fee along with this form and your asbestos survey. SMAQMD will verify that your information is complete and validate the form.
Revisions: You are required to notify SMAQMD of any information that may change after submittal of this form. Use the revision box for date changes. Date changes must be notified on or prior to the last notified date. Revisions may be faxed to (279) 207-1144 or emailed to Asbestos@airquality.org. Circle the appropriate revision number each time you revise.
Indicate method of demolition.
Indicate procedures to be followed if RACM is found or Category II material becomes friable.
Cancellation Policy: Upon cancellation of a demolition project, a minimum administrative fee will be deducted from the original fees submitted. If a site inspection was conducted prior to the cancellation, there will be no refund of fees submitted.
 6. Print and sign your name and indicate whether you are the owner, contractor, or representative / agent.

FOR CONSULTANT USE ONLY

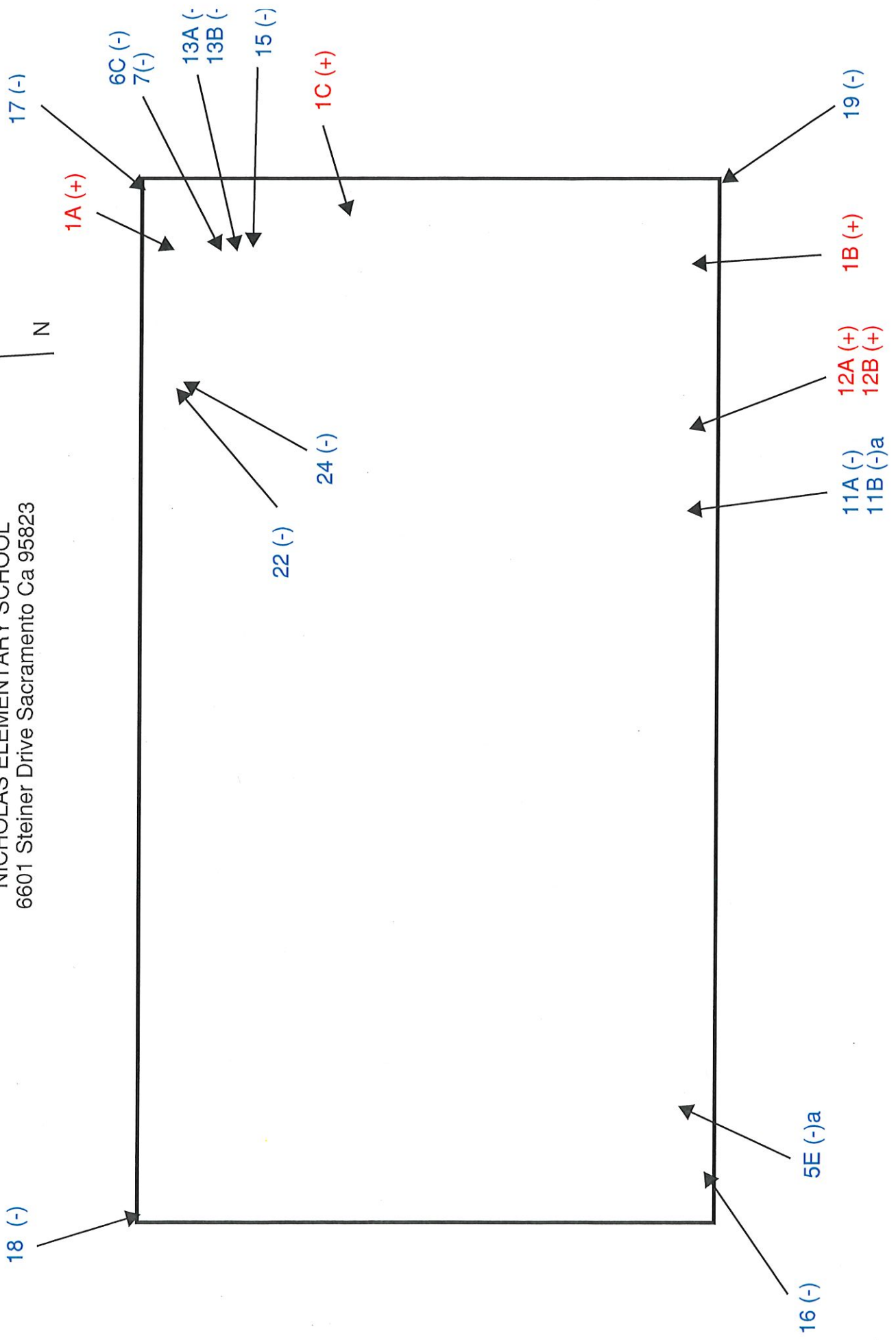
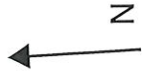
You have the option of either having this section completed by your consultant OR submitting your full asbestos survey with an asbestos survey form completed and signed by your consultant. The RACM amounts listed are the amounts to be removed during this project. Please indicate if there were any suspect materials present to sample. Indicate whether point counting was conducted for materials with detectable asbestos in concentration <10%.

***Approval** will be a SMAQMD date stamp, which will specify that you have met SMAQMD survey requirements and indicate to the building department that you may receive your renovation or demolition permit on or after that date, **provided you have met all other building department requirements.** If the survey or this form is incomplete or inaccurate and cannot be approved, this form will be rejected and you will be contacted with an explanation of the problem. You will have to correct and resubmit forms to SMAQMD for approval. SMAQMD will make your form available within 2 working days of receipt.

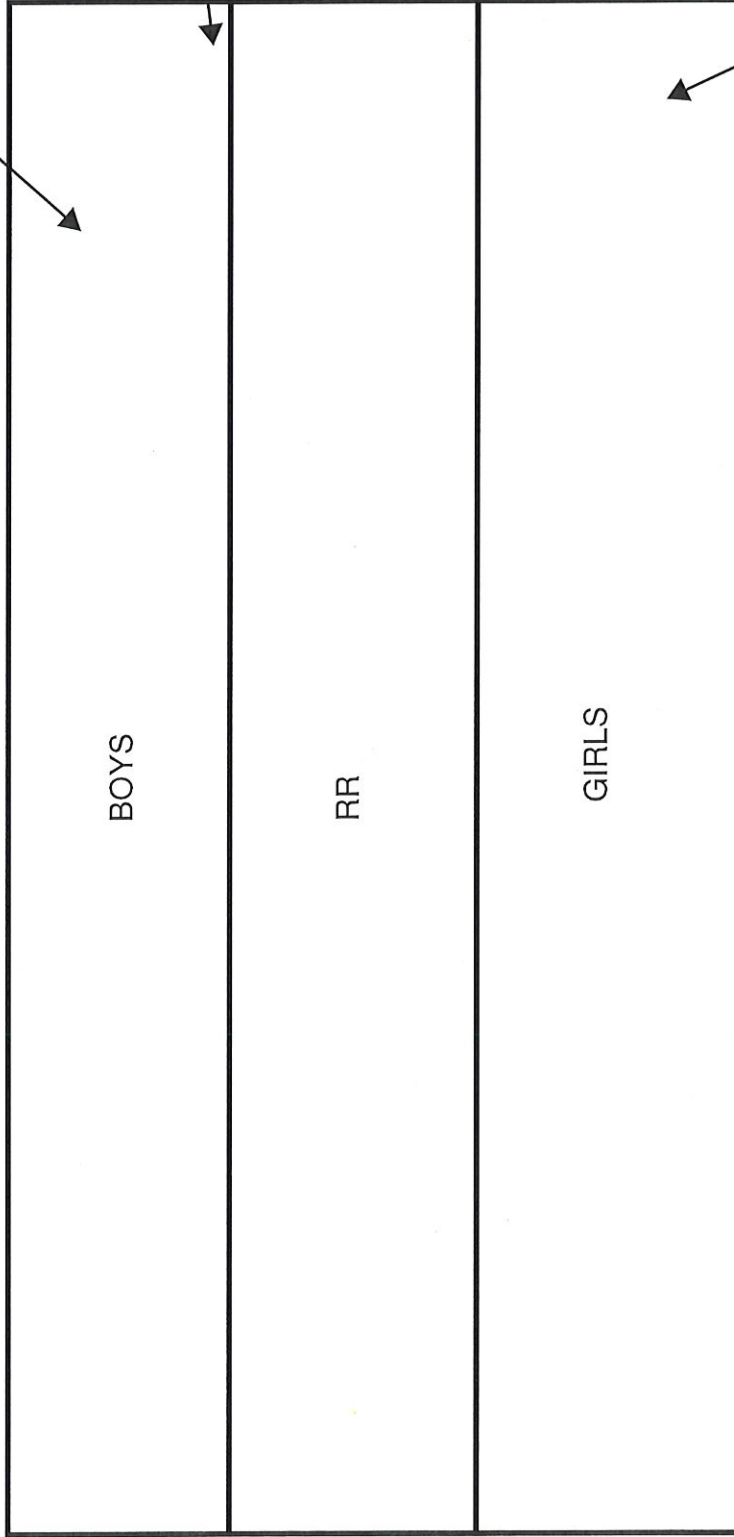
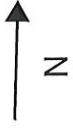
****Abatement** is only required for renovations if the RACM is expected to be impacted during the project or if Category II materials are likely to become crumbled, pulverized, or reduced to powder during the course of the project.

ASSISTANCE AVAILABLE: View our website www.airquality.org for information on asbestos as well as this and other forms. Asbestos staff are available for phone consultations, M-Th, 9:00 AM to 12:00 PM, (279) 207-1122

Multipurpose Room
Bldg. 1
NICHOLAS ELEMENTARY SCHOOL
6601 Steiner Drive Sacramento Ca 95823



Boys & Girls Restroom Bldg. 2
NICHOLAS ELEMENTARY SCHOOL
6601 Steiner Drive Sacramento Ca 95823



27A (-)

27C (-)

27B (-)

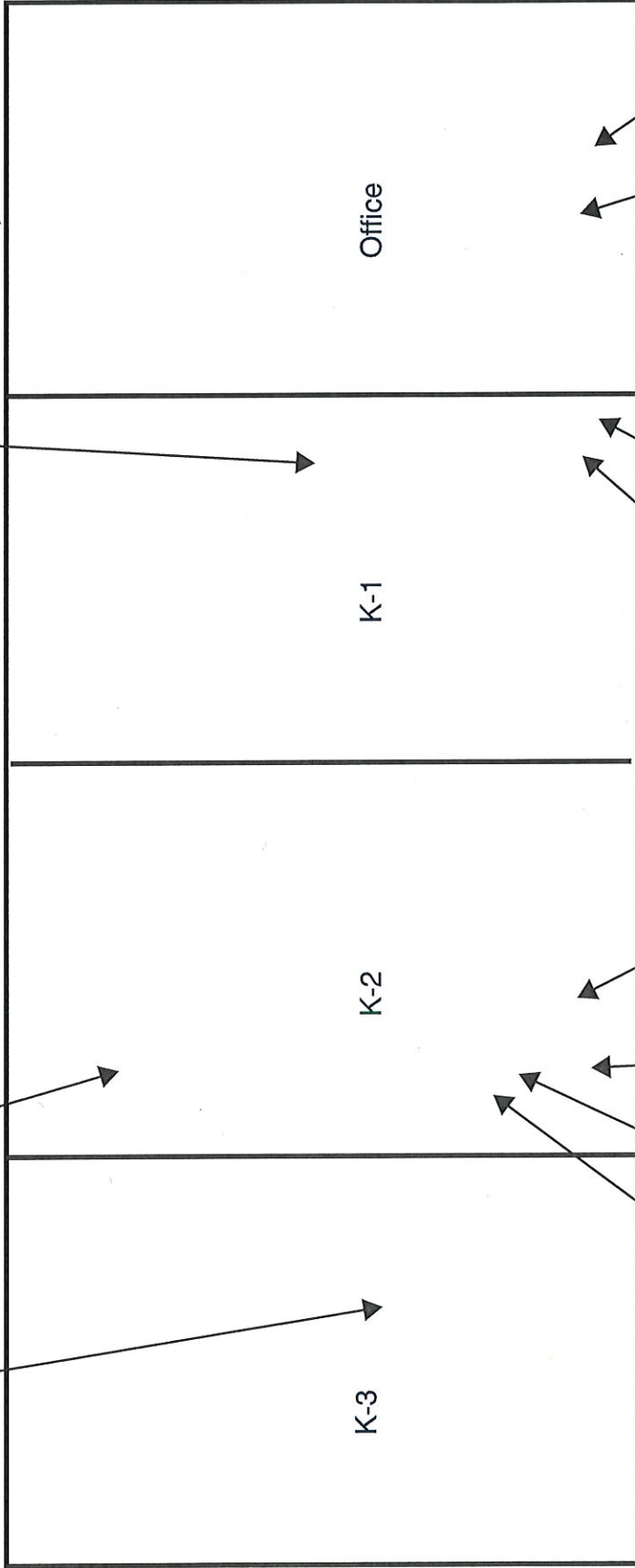
Bldg. 1
NICHOLAS ELEMENTARY SCHOOL
6601 Steiner Drive Sacramento Ca 95823

20 (-)
N

8A (+)
8B (+)

9A (+)
9B (+)

4A (-)
4B (-)
4C (-)
4D (-)



K-3

K-2

K-1

Office

21 (-)

23 (-)

6A (-)

14 (-)

6B (-) 5A (-)

2A (-)
2B (-)

10A (-)
10B (-)

Bldg. 1
NICHOLAS ELEMENTARY SCHOOL
6601 Steiner Drive Sacramento Ca 95823



5C (-)

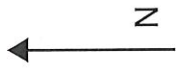


Kitchen

Staff Room

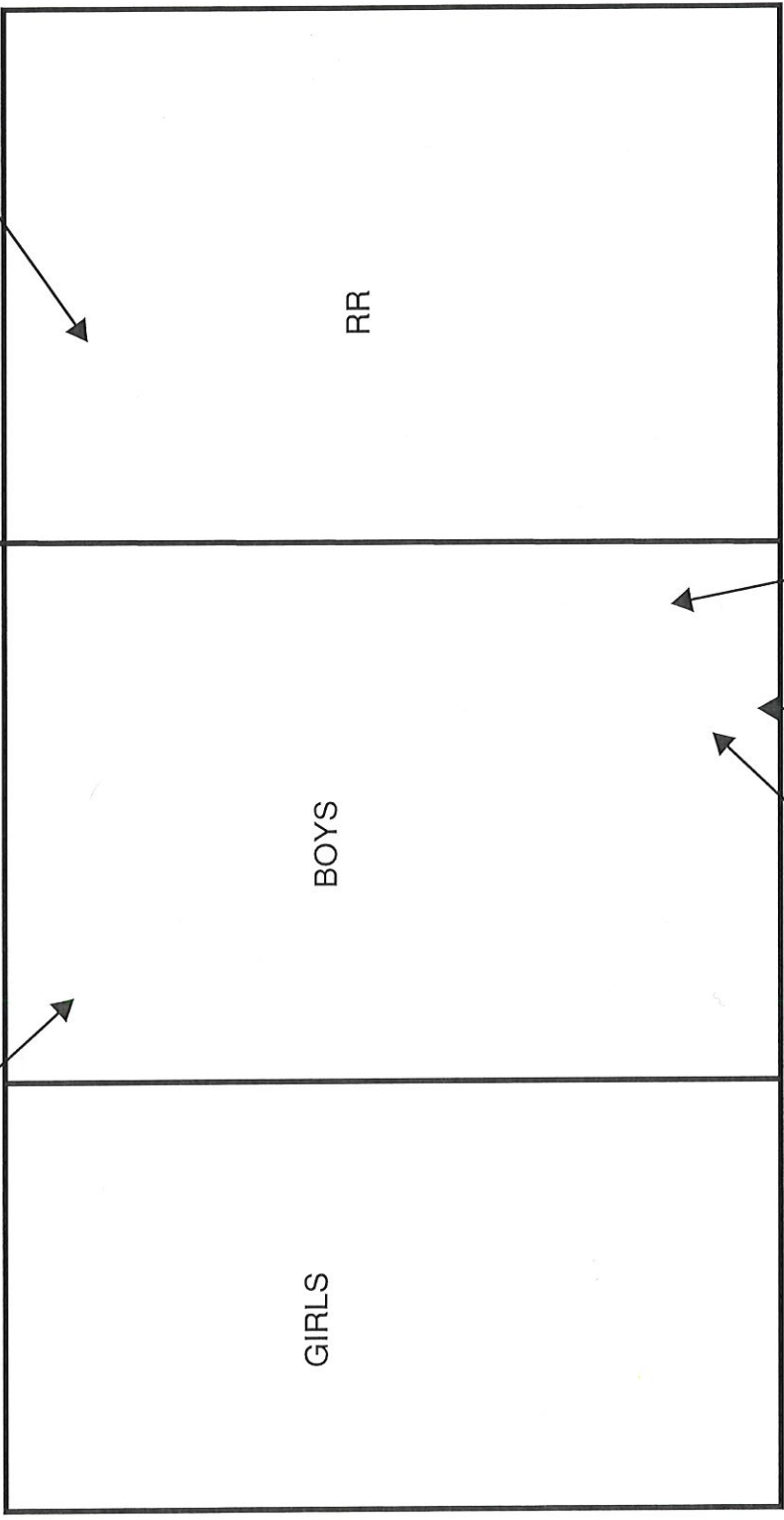
5D (-)

Bldg. P08
NICHOLAS ELEMENTARY SCHOOL
6601 Steiner Drive Sacramento Ca 95823



91A (-)
91B (-)

94 (-)



GIRLS

BOYS

RR

90 (-)

93 (-)

92 (-)

Bldg. 2
NICHOLAS ELEMENTARY SCHOOL
6601 Steiner Drive Sacramento Ca 95823

30A (+)
30B (+)

36 (-)
34 (-)
35 (-)
38 (-)
40 (-)

33 (-)

N

25 (-)

7
K-PM

6
1st

5
EL-

4
1st

3
Comp

39 (-)
41 (-)

28C (-)

28B (-)

28A (-)

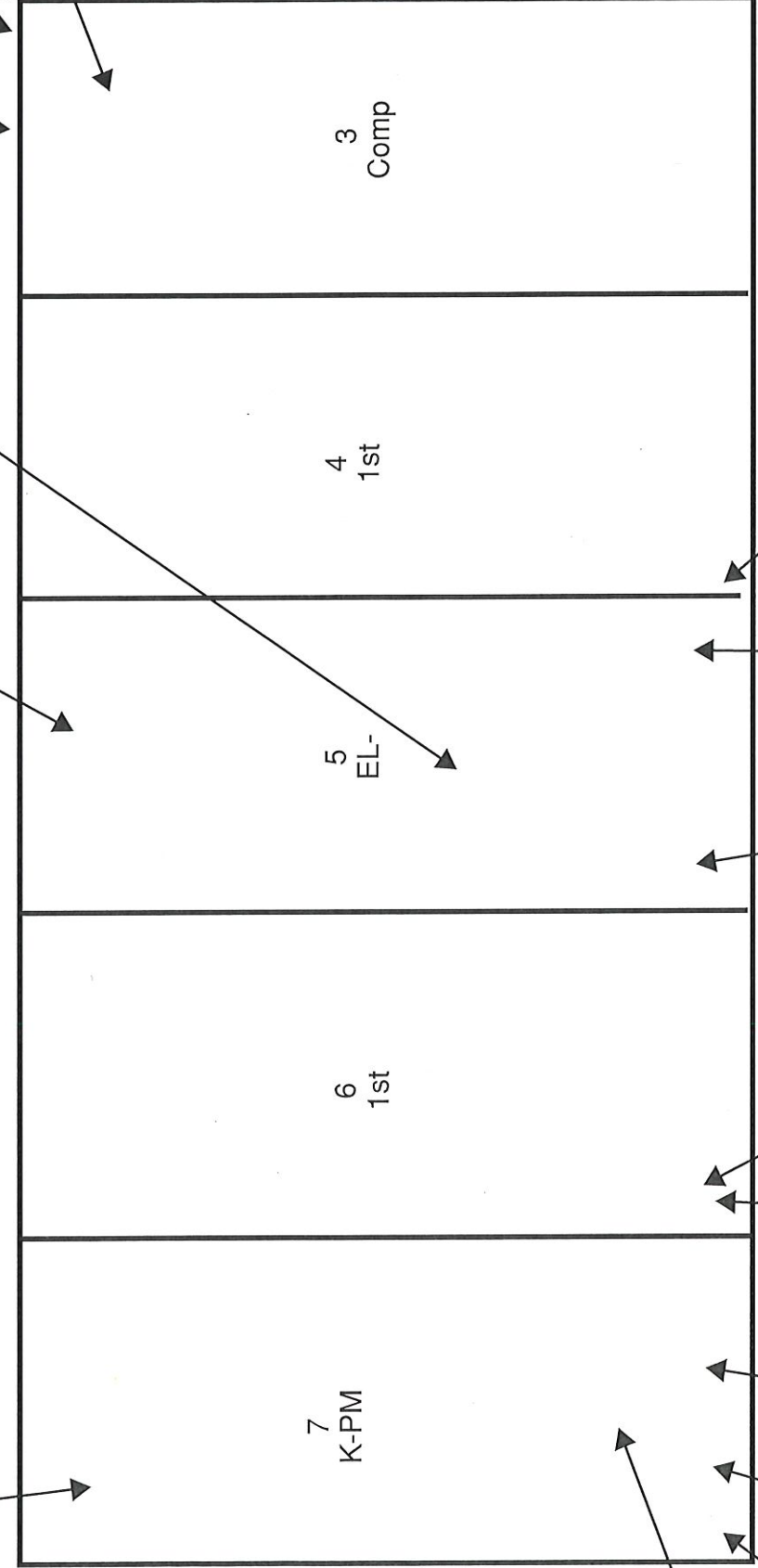
31A (-)
31B (-)

37 (-)

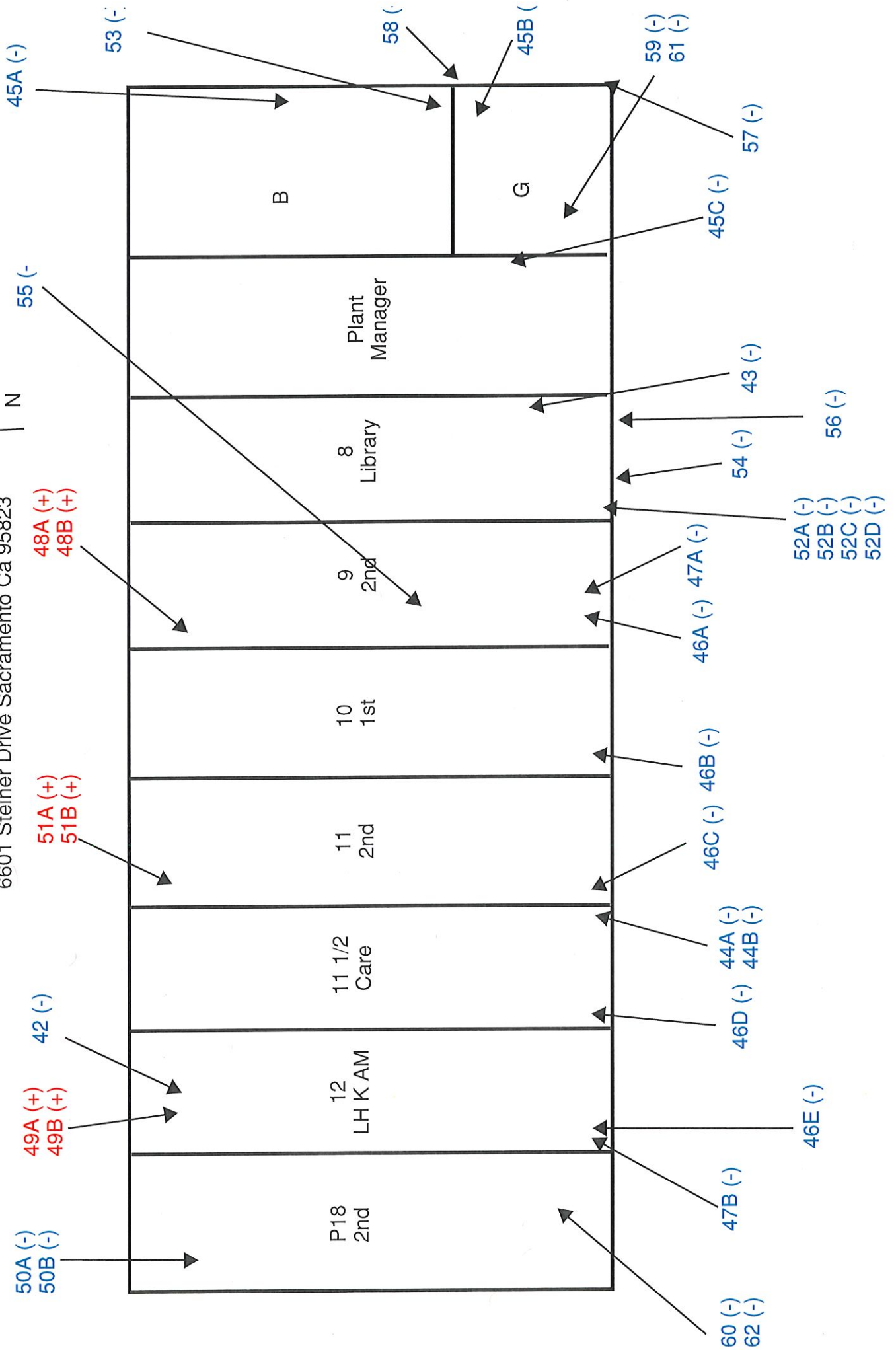
29 (-)

32 (-)

26 (-)



Bldg. 3
NICHOLAS ELEMENTARY SCHOOL
6601 Steiner Drive Sacramento Ca 95823



Bldg. P04
NICHOLAS ELEMENTARY SCHOOL
6601 Steiner Drive Sacramento Ca 95823

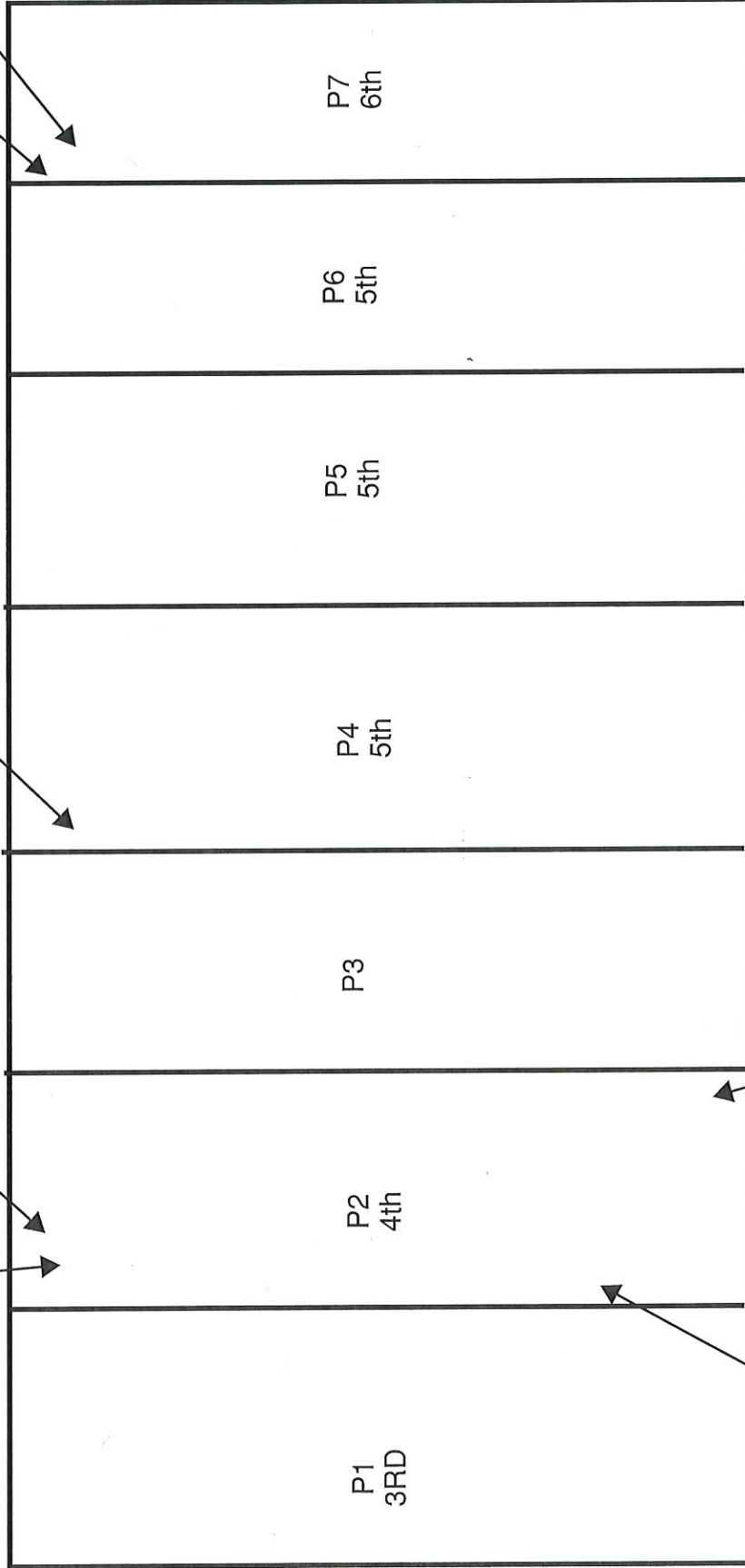
N

63 (-)

66A (-)
66B (-)

64 (-) 67A (-)
67B (-)

65A (-)
65B (-)



P1
3RD

P2
4th

P3

P4
5th

P5
5th

P6
5th

P7
6th

68 (-)

69 (-)

70 (-)

Bldg. P05
NICHOLAS ELEMENTARY SCHOOL
6601 Steiner Drive Sacramento Ca 95823

77A (-)
77B (-)

72 (-)

N

76A (-)
76B (-)a

74A (-)
74B (-)

75A (-)
75B (-)

73 (-)

P11
Parent Resource

P10
Student Resource

P9
RSP

P8
Speech

78 (-)

81 (-)

82 (-)

71 (-)

79 (-)

80 (-)

84 (-)



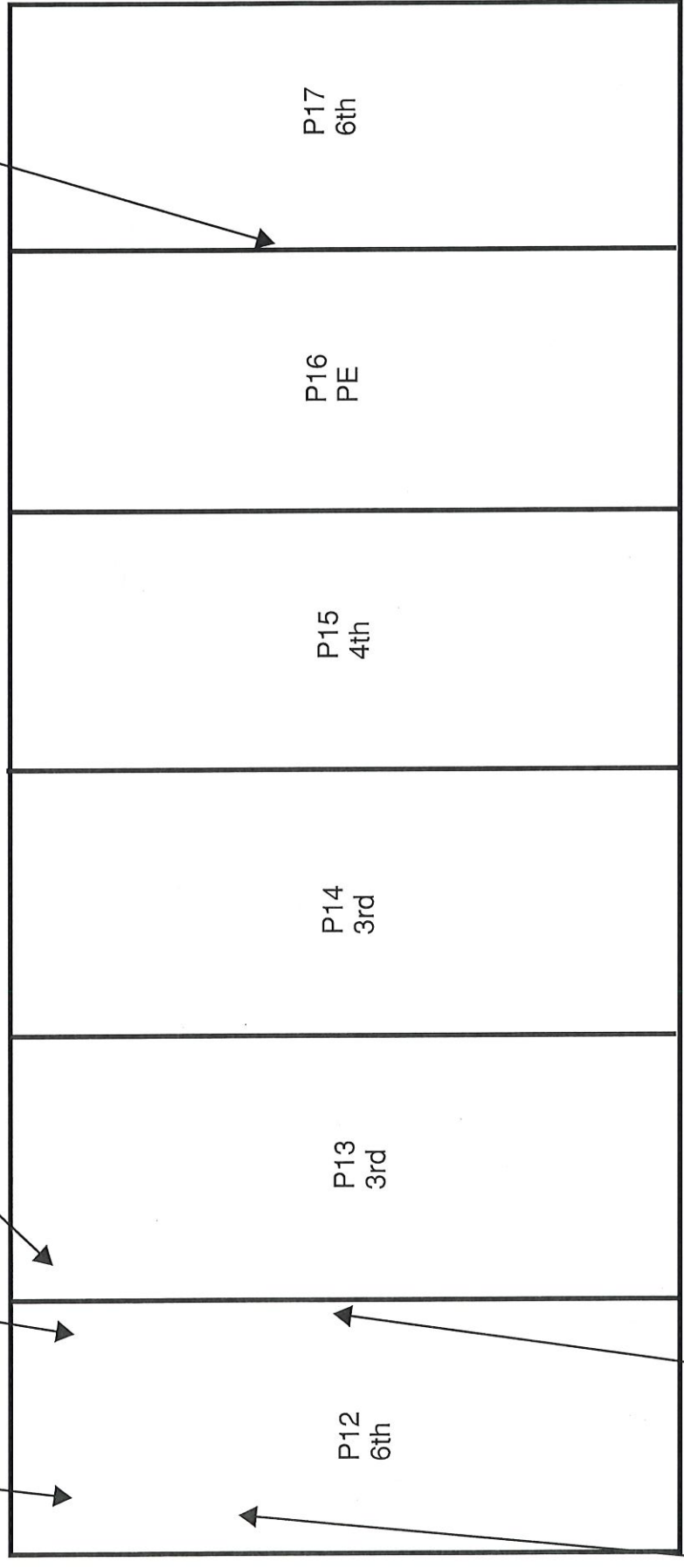
Bldg. P07
NICHOLAS ELEMENTARY SCHOOL
6601 Steiner Drive Sacramento Ca 95823

85A (-)
85B (-)

88 (-)

86A (-)
86B (-)

89 (-)



P17
6th

P16
PE

P15
4th

P14
3rd

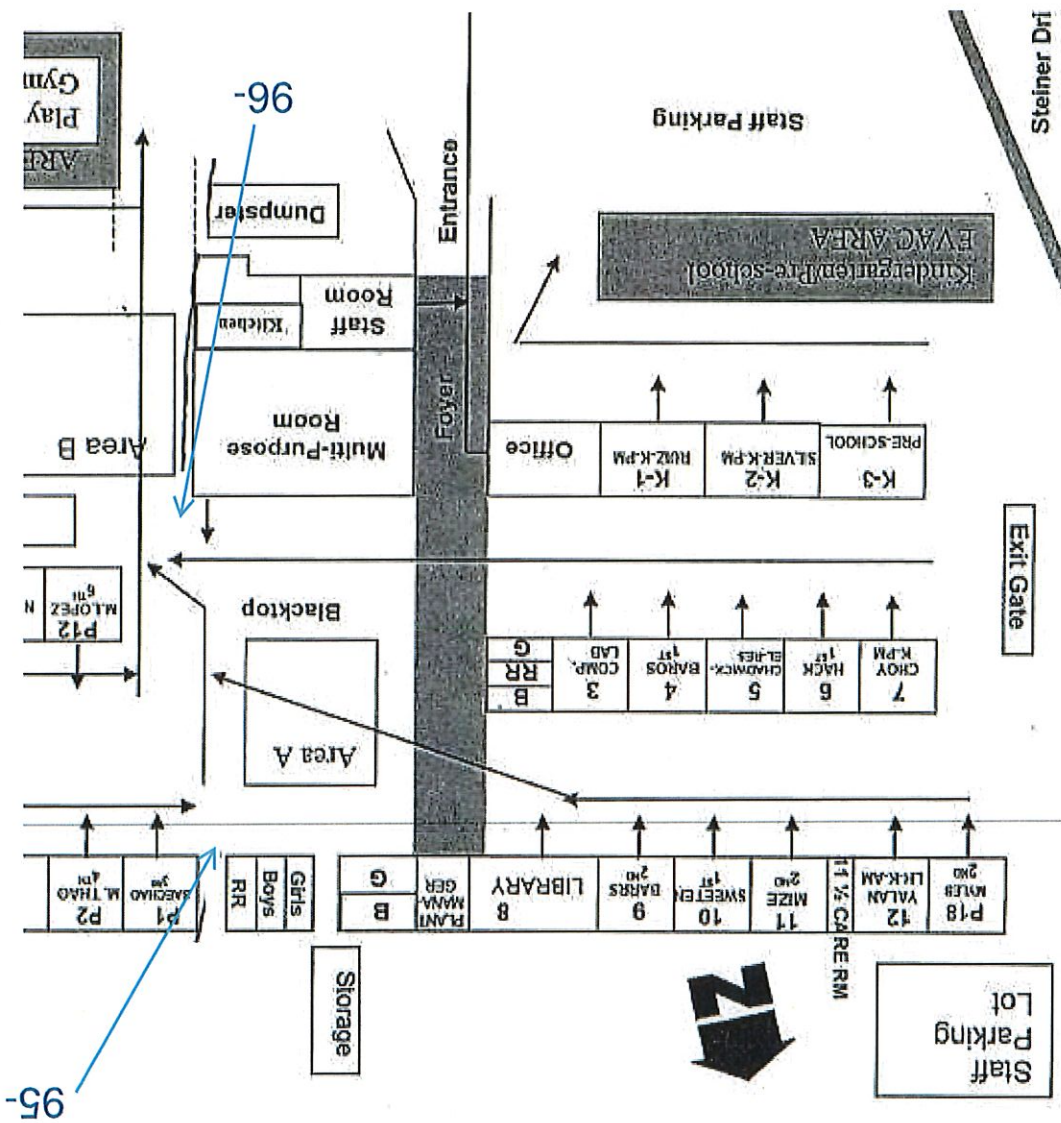
P13
3rd

P12
6th

87 (-)

83 (-)

Bldg. A
 NICHOLAS ELEMENTARY SCHOOL
 6601 Steiner Drive Sacramento Ca 95823



95-

96-

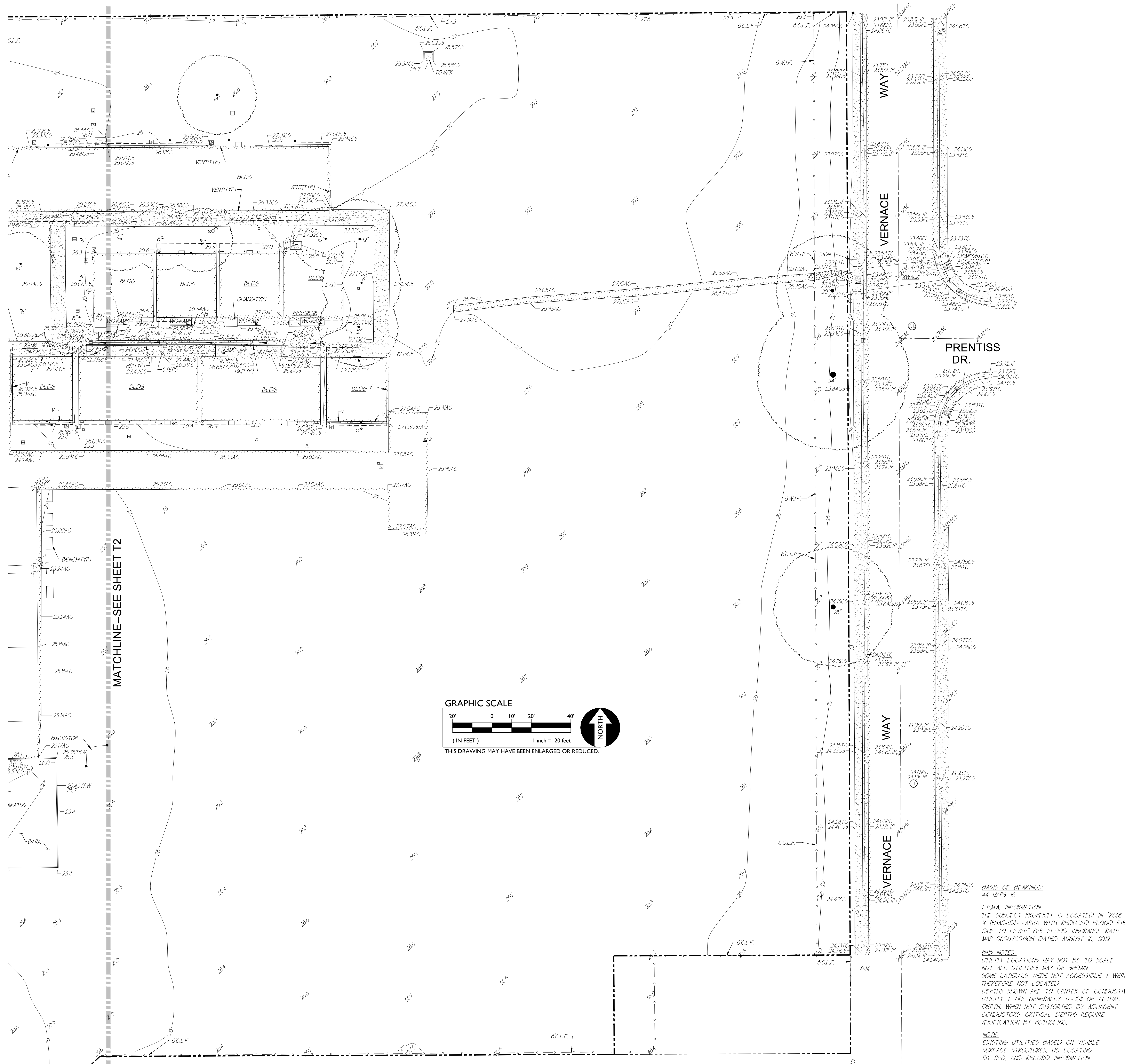
EXISTING TOPOGRAPHY

- PROPERTY LINE
- CENTERLINE
- EASEMENT
- PROPERTY CORNER FOUND AS NOTED
- PROPERTY CORNER NOTHING FOUND OR SET
- TEMPORARY BENCHMARK (SEE TBM LIST FOR INFO)
- SWALE OR DRAINAGE FLOW
- DRAINAGE FLOW
- FENCE (TYPE NOTED)
- TREE (SIZE/TYPE INDICATED)
- SLOPE
- CONTOUR
- CONCRETE SURFACE
- EDGE OF ASPHALT
- EDGE OF BUILDING
- SIGN
- POST OR BOLLARD
- GROUND ELEVATION
- HARD SURFACE ELEVATION

ABBREVIATIONS

- NOTE: NOT ALL ABBREVIATIONS MAY BE USED ON THESE PLANS.
- AC ASPHALTIC CONCRETE
 - AGU ACCESSIBILITY
 - A/C AIR CONDITIONING UNIT
 - AD AREA DRAIN
 - APN ASSESSOR'S PARCEL NUMBER
 - ARB AIR RELEASE VALVE
 - BCM BASKETBALL POLE
 - BSM BRASS CAP MOUNTMENT
 - BFP BACK FLOW PREVENTER
 - BLDG BLOCK
 - BOLL BOLLARD
 - BOV BLOW-OFF VALVE
 - BRK BRICK
 - B.W.F. BARBED WIRE FENCE
 - C COMMUNICATION
 - CATV CABLE TELEVISION
 - CFP CAPTED IRON PIPE
 - CL.F. CHAIN LINK FENCE
 - CMP CORRUGATED METAL PIPE
 - CO COLUMN
 - COL CONCRETE
 - COND CONDENSATE
 - CP FOUND CONTROL POINT FOUND
 - CPS CONTROL POINT SET
 - CS CONCRETE SURFACE
 - CPV CONTROL POINT VALVE
 - DF DEPTH
 - DFP DRINKING FOUNTAIN
 - DGR DECOMPOSED GRANITE
 - DI DROP INLET
 - DIA DIAMETER
 - DRWY DRIVEWAY
 - DS DOWNSPOUT
 - DWG DRAWING
 - E ELECTRIC
 - EP EDGE OF PAVEMENT
 - ESMT EASEMENT
 - FA FIRE ALARM
 - FDC FIRE DEPARTMENT CONNECTION
 - FFE FINISHED FLOOR ELEVATION
 - FH FIRE HYDRANT
 - FL FLOWLINE
 - FO FIBER OPTIC
 - FP FLAGPOLE
 - FS FIRE SERVICE
 - G GRADE
 - GB GRADE BREAK
 - GRB GROUND ROD BOX
 - GRD GROUND ROD
 - GRST GROUT STOP
 - GV GAS VALVE
 - HD HOSE BIBB
 - HDB HOSE BIBB BOX
 - HDBO HEADER BOARD
 - HWF HANDRAIL
 - ICP IN CONCRETE
 - ICV IRRIGATION CONTROL VALVE
 - INV INVERT ELEVATION
 - IRR IRRIGATION
 - JT JOINT UTILITY POLE
 - LDNG LANDING
 - M METAL
 - MB MANHOLE BOX
 - MF MANHOLE
 - MS METAL STORAGE CONTAINER
 - NTS NOT TO SCALE
 - OH OVERHEAD
 - OHANG OVERHANG
 - OIP OPEN IRON PIPE
 - PIL PROPERTY LINE
 - PA PLANTER AREA
 - PB PARKING BUMPER
 - PEDESTAL
 - PH POSTHOLE
 - PIV POST INDICATOR VALVE
 - PP POWER POLE
 - PRKG PARKING
 - PUE PUBLIC UTILITY EASEMENT
 - PV PARKERS
 - PVC POLYVINYL CHLORIDE
 - R RUBBER
 - RG ROLLING GATE
 - RM MANHOLE RIM ELEVATION
 - ROW RIGHT OF WAY
 - RK RUBBER KAMP
 - RW RETAINING WALL
 - RWL RAIN WATER LEADER
 - SB SIGNAL BOX
 - SD STORM DRAIN
 - SDMH STORM DRAIN MANHOLE
 - SIG SIGNAL
 - SL STREET LIGHT
 - SLB STREET LIGHT BOX
 - SS SANITARY SEWER
 - SSC SANITARY SEWER CLEANOUT
 - SSMH SANITARY SEWER MANHOLE
 - TELEPHONE
 - TETP TETHER BALL POLE
 - TBM TEMPORARY BENCHMARK
 - TC TOP OF CURB
 - TOW TOP OF WALL
 - TP TELEPHONE POLE
 - TRW TOP OF RETAINING WALL
 - US UNDERGROUND
 - UNK UNKNOWN
 - V VOLLEYBALL
 - W WATER
 - WDR WOOD
 - WF WOOD FENCE
 - WIF WROUGHT IRON FENCE
 - WRF WOOD RAIL FENCE
 - XF TRANSFORMER
 - XWALK CROSSWALK

ATTACHMENT AD1.05

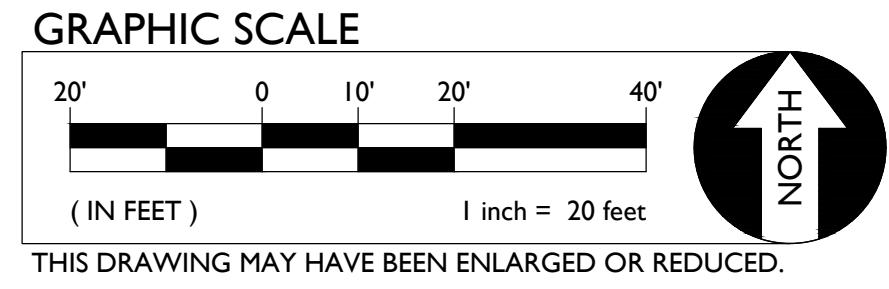


EXISTING UTILITIES

- STORM DRAIN LINE (SIZE + DIRECTION OF FLOW)
- STORM DRAIN LINE (RECORD INFORMATION)
- STORM DRAIN LINE (UNDERGROUND LOCATING)
- STORM DRAIN MANHOLE
- STORM DRAIN CLEANOUT
- DROP INLET
- AREA DRAIN
- RAIN WATER LEADER
- DOWNSPOUT
- SANITARY SEWER LINE (SIZE + DIRECTION OF FLOW)
- SANITARY SEWER LINE (RECORD INFORMATION)
- SANITARY SEWER LINE (UNDERGROUND LOCATING)
- SANITARY SEWER MANHOLE
- SANITARY SEWER CLEANOUT
- WATER LINE (SIZE INDICATED)
- WATER LINE (RECORD INFORMATION)
- WATER LINE (UNDERGROUND LOCATING)
- WATER MANHOLE
- WATER VALVE
- WATER METER
- WATER BOX
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- BACKFLOW PREVENTER
- SPRINKLER
- HOSE BIBB
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE (RECORD INFORMATION)
- UNDERGROUND ELECTRIC LINE (UNDERGROUND LOCATING)
- ELECTRIC MANHOLE
- UTILITY POLE (WITH GUY WIRE)
- ELECTRIC METER
- ELECTRIC BOX
- STREET LIGHTING BOX
- LIGHT STANDARD
- SIGNAL LIGHT
- FLOOD LIGHT
- ELECTRICAL OUTLET
- GAS LINE (SIZE INDICATED)
- GAS LINE (RECORD INFORMATION)
- GAS LINE (UNDERGROUND LOCATING)
- GAS MANHOLE
- GAS VALVE
- GAS METER
- TELEPHONE LINE
- TELEPHONE LINE (RECORD INFORMATION)
- TELEPHONE LINE (UNDERGROUND LOCATING)
- STORM DRAIN BOX
- TRAFFIC SIGNAL BOX

TBM LIST

NUMBER	DESCRIPTION	NORTHING	EASTING	ELEVATION
1	CPS CHISELED "	995208	983325	24.78
2	CPS CHISELED "	1018987	1022626	27.02
4	CPS CHISELED "	1029802	996362	24.98
5	CPS CHISELED "	1000777	979397	24.93
6	CPS CHISELED "	998701	967586	24.02
7	CPS CHISELED "	1012807	990157	25.66
8	CPS CHISELED "	1024767	979375	25.77
9	CPS CHISELED "	974462	990516	24.42
10	CPF CL MON	967718	1000251	25.04
11	CPF CL MON	1027825	949489	23.52
12	CPS CHISELED "	1036872	943494	23.38
13	CPS CHISELED "	1022141	949482	23.18
14	CPS CHISELED "	992164	1044837	24.17
15	CPS CHISELED "	1037657	1048763	24.02
16	CPF CL MON	975761	1046853	23.61
17	CPS CHISELED "	1025644	1045031	24.66
18	CPS CHISELED "	1137291	9457299	24.37
19	CPS CHISELED "	1113415	9409338	24.36
20	CPF CL MON	1080215	943714	25.40
21	CPF BM 23-44	105781	9298.10	28.81



039-07033-011
 A.P.N. 23-44
 BENCHMARK NO. 28.81
 HORIZONTAL SCALE: 1"=20'
 VERTICAL SCALE: NA
 ASSESSOR'S DISC STAMPED SAC. CO. DEPT. OF PUBLIC WORKS
 P.M. 23-44 LOCATED IN TOP OF EAST END OF SOUTH CONC.
 RAILING OF CONC. BOX CULVERT ON 4TH AVE. IS PAGES
 SOUTH OF CENTER OF 4TH AVE. 1.05 PAGES WEST OF
 CENTER OF STEINER DR.

NO.	DESCRIPTION	DATE	BY

REVISIONS

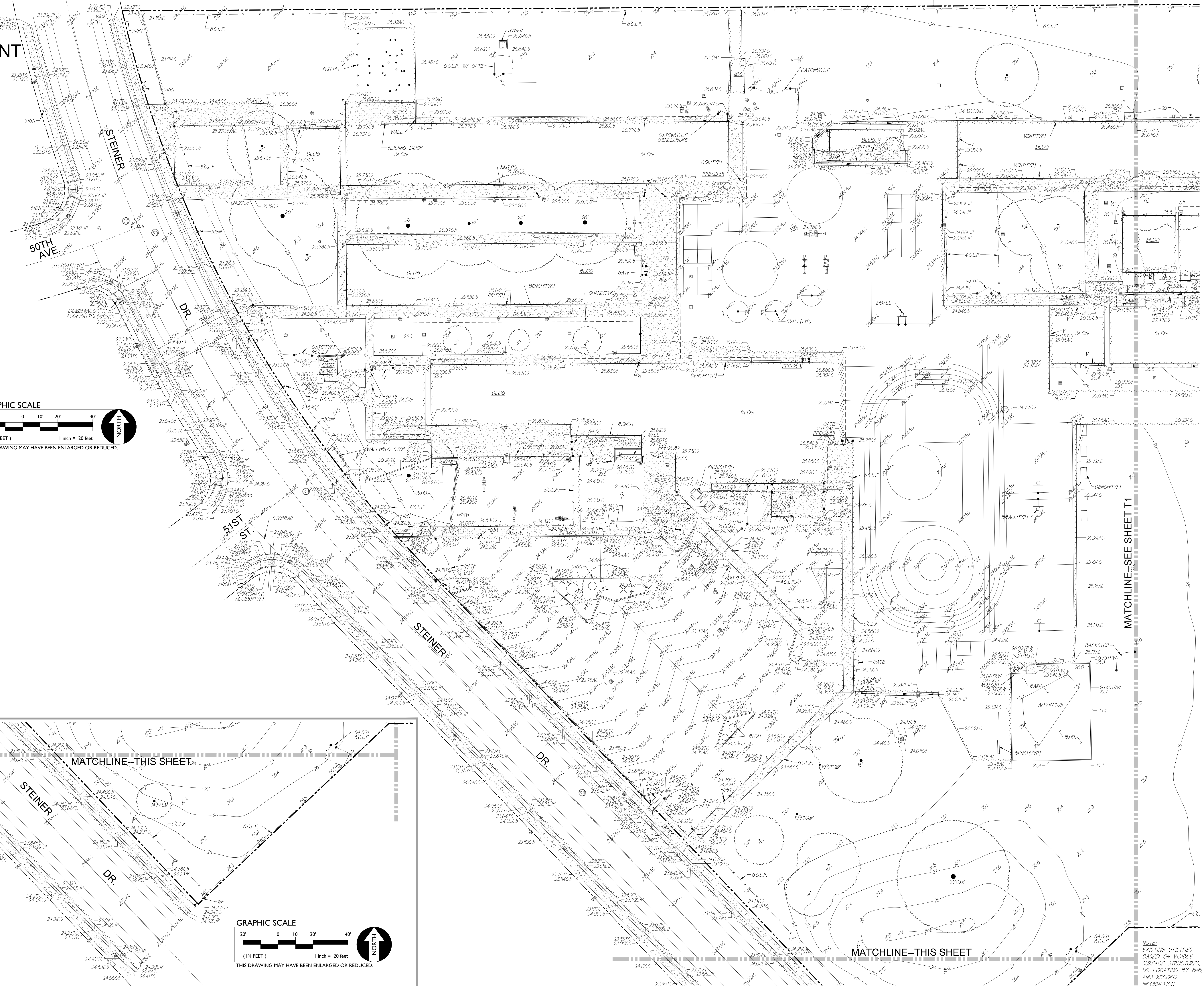
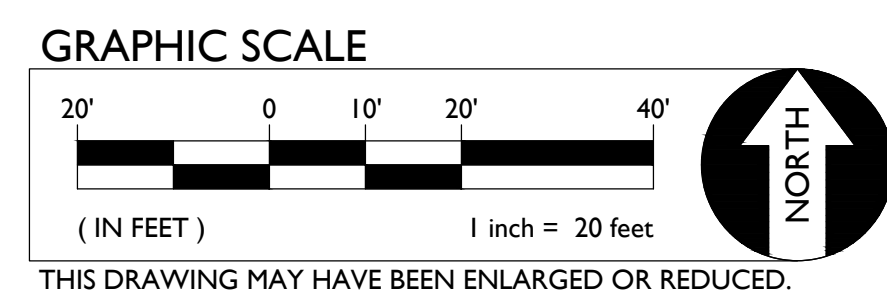
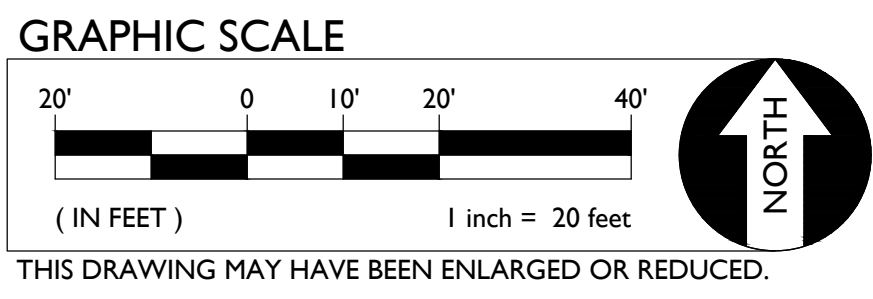
NO.	DESCRIPTION	DATE	BY

DRAWN: BJS
 CHECKED: AT
 SURVEYED ON: 8/8/22
 FINAL ISSUED: 9/15/22

TOPOGRAPHIC SURVEY
 PROJECT: NICHOLAS ELEMENTARY SCHOOL AT 6601 STEINER DR., SACRAMENTO, CALIFORNIA
 SHEET NO. T1

WARREN CONSULTING ENGINEERS, INC.
 1117 WINDFIELD WAY, SUITE 110
 EL DORADO HILLS, CA 95672 (916)885-1870
 CALIFORNIA

**ATTACHMENT
AD1.05**



FILENAME: A22-103\SURVEY\DWG\A22-103\TOP.DWG, PLOTTED: Thursday, September 15, 2022

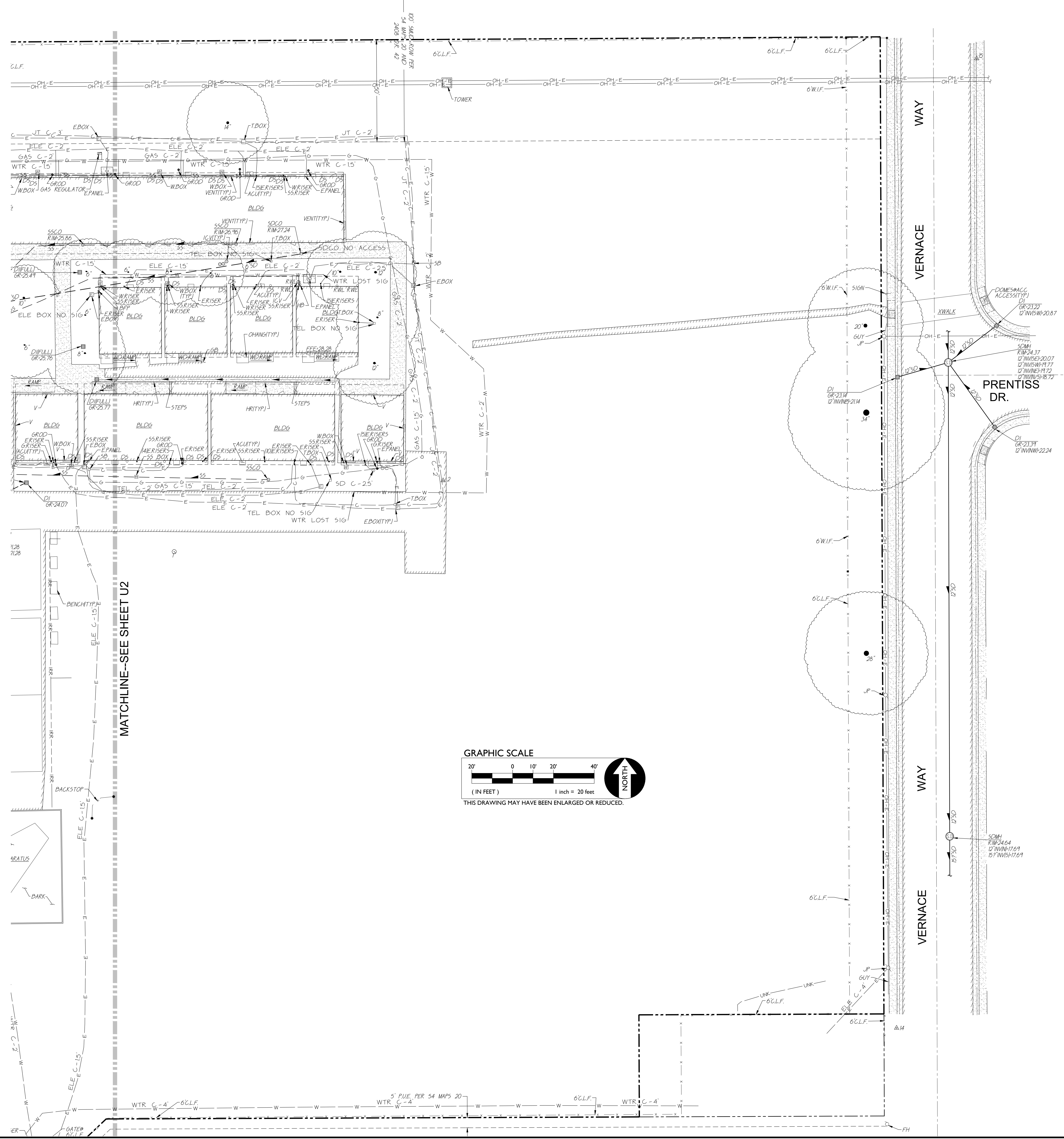
TITLE:	TOPOGRAPHIC SURVEY			A.P.N.:	069-07033-011		
	PROJECT:	NICHOLAS ELEMENTARY SCHOOL AT 6601 STEINER DR., SACRAMENTO, CALIFORNIA			BENCHMARK NO.:	23-44	
SHEET NO.:	T2			DATE:	9/15/22		
DRAWN:	JG/S			CHECKED:	AT		
	SURVEYED ON:				8/8/22		
REVISIONS:	NO.			DESCRIPTION:	JOB NO.:		
	22-109				NA		
AGENCY APPROVAL:				HORIZONTAL SCALE:			
BY:				1"=20'			
DATE:				VERTICAL SCALE:			
				NA			

7" BRONZE DISC STAMPED SAC. CO. DEPT. OF PUBLIC WORKS
P.M. 23-44 LOCATED IN TOP OF EAST END OF SOUTH CONC.
RAILING OF CONC. BOX CULVERT ON 47TH AVE. 13 PAGES
SOUTH OF CENTER OF 47TH AVE. 1.65 PAGES WEST OF
CENTER OF STEINER DR.

NOTE:
EXISTING UTILITIES
BASED ON VISIBLE
SURFACE STRUCTURES.
US. LOCATED BY B.B.
AND RECORD
INFORMATION.



ATTACHMENT AD1.05



FILENAME: A22-103\SURVEY\DWG\A22-103020.DWG, PLOTTED: Thursday, September 15, 2022

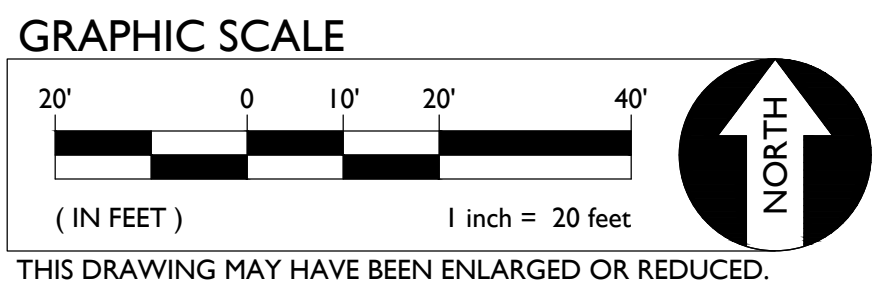
UTILITY SURVEY NICHOLAS ELEMENTARY SCHOOL AT 6601 STEINER DR., SACRAMENTO, CALIFORNIA		A.P.N. 039-0193-011 BEENCHMARK NO. 23-44 ELEV. 28.81
HORIZONTAL SCALE: 1"=20' VERTICAL SCALE: NA JOB NO.: 22-109	AGENCY APPROVAL: _____ BY: _____ DATE: _____	REVISIONS: _____ NO. DESCRIPTION DATE
DRAWN: _____ CHECKED: _____ SURVEYED ON: 8/8/22 FINAL ISSUED: 9/15/22	PROJECT: _____ SHEET NO.: _____	2" BRONZE DISC STAMPED SAC. CO. DEPT. OF PUBLIC WORKS P.M. 23-44 LOCATED IN TOP OF EAST END OF SOUTH CONC. RAILING OF CONC. BOX COLLIER ON 4TH AVE. 13 PAGES SOUTH OF CENTER OF 4TH AVE. 1.65 PAGES WEST OF CENTER OF STEINER DR.



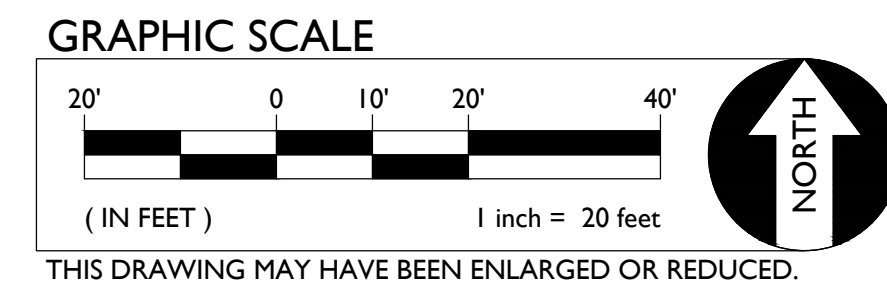
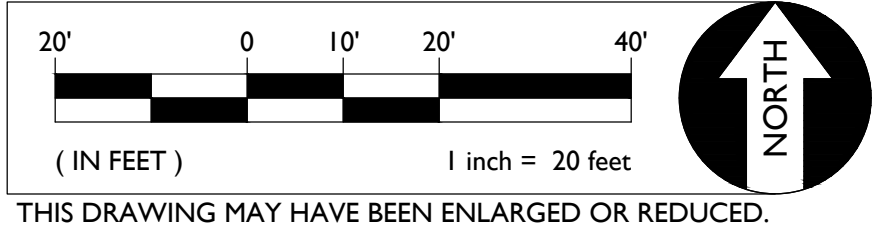
NOTE:
EXISTING UTILITIES BASED ON VISIBLE
SURFACE STRUCTURES, US LOCATING
BY B+D, AND RECORD INFORMATION.

U1

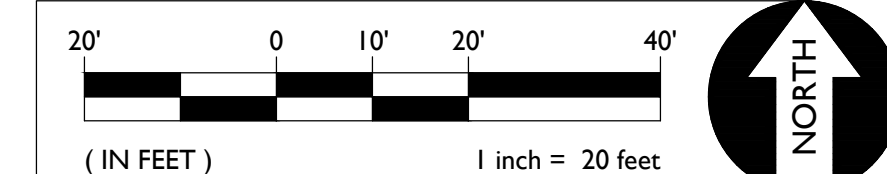
ATTACHMENT AD1.05



THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED.



THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED.



MATCHLINE--THIS SHEET

MATCHLINE--THIS SHEET

MATCHLINE--SEE SHEET U1

PROJECT:	UTILITY SURVEY		
TITLE:	NICHOLAS ELEMENTARY SCHOOL AT 6601 STEINER DR., SACRAMENTO, CALIFORNIA		
SHEET NO.:	U2		
DATE:	9/15/22	DATE:	9/15/22
DRAWN BY:	AT	CHECKED BY:	AT
ISSUED:	8/8/22	REVISIONS:	DESCRIPTION
DATE:		DATE:	
BY:		DATE:	
AGENCY APPROVAL:		DATE:	
AGENCY:		DATE:	
SCALE:	HORIZONTAL SCALE: 1"=20'	SCALE:	VERTICAL SCALE: NA
BENCHMARK NO.:	23-44	ELEV.:	28.81
JOB NO.:	22-109	DATE:	

2" ENGINE DISC STAMPED SAC. CO. DEPT. OF PUBLIC WORKS
 PLAN 23-44 LOCATED IN TOP OF EAST END OF SOUTH CONC.
 RAILING OF CONC. BOX CURBLET ON 4TH AVE. IS PAGES
 SOUTH OF CENTER OF 4TH AVE. 1.05 PAGES WEST OF
 CENTER OF STEINER DR.



FILENAME: A22-103\SURVEY\DWG\A22-103\U2-103\U2.dwg, PLOTTED: Thursday, September 15, 2022

ATTACHMENT AD1.06

EXHIBIT I

For all or a portion of the following Site:

Project: Nicholas Elementary School New School Replacement Project

Address: 6601 Steiner Drive, Sacramento, CA 95823

APN: 039-0133-011-0000

By and between

Sacramento City Unified School District

5735 47th Avenue

Sacramento, CA 95824

And

[Developer]

[Address]

Dated as of _____, 20__

TABLE OF CONTENTS

	<u># of Pages</u>
1. Spec 01 11 00 Summary of Work	
2. Spec 01 21 00 Allowance	
3. Spec 01 22 00 Alternates and Unit Pricing	
4. Spec 01 25 13 Product Options and Substitutions.....	
5. Spec 01 26 00 Changes in the Work	
6. Spec 01 29 00 Application for Payment and Conditional and Unconditional Waiver and Release Forms	
7. Spec 01 32 19 Project Meetings	
8. Spec 01 32 13 Scheduling of Work	
9. Spec 01 33 00 Submittals	
10. Spec 01 35 13 23 Site Standards	
11. Spec 01 41 00 Regulatory Requirements	
12. Spec 01 42 13 Abbreviations and Acronyms	
13. Spec 01 42 16 Definitions	
14. Spec 01 42 19 References	
15. Spec 01 43 00 Materials and Equipment.....	
16. Spec 01 45 00 Quality Control	
17. Spec 01 50 00 Temporary Facilities and Controls.....	
18. Spec 01 50 13 Construction Waste Management and Disposal	
19. Spec 01 52 13 Field Offices	
20. Spec 01 64 00 Owner-Furnished Products	
21. Spec 01 66 00 Product Delivery Storage and Handling	
22. Spec 01 71 23 Field Engineering	
23. Spec 01 73 29 Cutting and Patching	
24. Spec 01 76 00 Alternation Project Procedures	
25. Spec 01 77 00 Contract Closeout and Final Cleaning	
26. Spec 01 78 23 Operation and Maintenance Data	
27. Spec 01 78 36 Warranties	
28. Spec 01 78 39 Record Documents	
29. Spec 01 91 00 Commissioning	

SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access Conditions and Requirements;
- B. Special Conditions.
- C. CEQA Documentation (To be added via Addenda or Amendment)
- D. HAZMAT Survey (To be added via Addenda or Amendment)
- E. Geological Report (To be added via Addenda or Amendment)

1.02 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of this Contract consists of the following:

Project scope of work consists of the demolition and replacement of Nicholas Elementary School located within a 10-acre site including a power line easement and setback, in Sacramento, California. The project will be phased as follows:

Increment #1: Site Demolition: This phase is scheduled to start after school is out for summer 2023, starting June 19th, 2023. Approximately eighteen (18) portable buildings, a Multipurpose Room/Kitchen Building, and three (3) permanent wings of classrooms, restrooms, library and offices accounting for ~ 20 Rooms. All associated underground utilities will be demolished as well

Increment #2: Construction of the approximately 55,000 square feet replacement campus will be designed to accommodate approximately 575 students. Current planning indicates approximately twenty-six (26) classrooms with approximately nine (9) shared, collaborative spaces (including Transitional Kindergarten and Kindergarten Classrooms), a multi-purpose room, kitchen, library, after-hours community space, and administrative and support spaces. Site work shall include paving areas along the accessible path of travel, parking areas with EV charging stations, drop-off areas, hardscape and landscape including a soccer field that will be accessible after hours to the community and play equipment areas. From Fall Semester 2023 through Spring Semester 2025, the site will need to accommodate a bus drop-off and pick-up area for students being transported to a temporary site.

1.03 CONTRACTS

- A. Perform the Work under a single, fixed-price Contract.

1.04 WORK BY OTHERS

- A. Work on the Project that will be performed and completed prior to the start of the Work of this Contract: **Not Applicable to this Project**
- B. Work on the Project that will be performed by others concurrent with the Work of this Contract: **Not Applicable to this Project.**

1.05 CODES, REGULATIONS, AND STANDARDS

- A. The codes, regulations, and standards adopted by the state and federal agencies having jurisdiction shall govern minimum requirements for this Project. Where codes, regulations, and standards conflict with the Contract Documents, these conflicts shall be brought to the immediate attention of the District and the Architect.
- B. Codes, regulations, and standards shall be as published effective as of date of bid opening, unless otherwise specified or indicated.

1.06 PROJECT RECORD DOCUMENTS

- A. Contractor shall maintain on Site one set of the following record documents; Contractor shall record actual revisions to the Work:
 - (1) Contract Drawings.
 - (2) Specifications.
 - (3) Addenda.
 - (4) Change Orders and other modifications to the Contract.
 - (5) Reviewed shop drawings, product data, and samples.
 - (6) Field test records.
 - (7) Inspection certificates.
 - (8) Manufacturer's certificates.
- B. Contractor shall store Record Documents separate from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.
- C. Contractor shall record information concurrent with construction progress.
- D. Specifications: Contractor shall legibly mark and record at each product section of the Specifications the description of the actual product(s) 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 Change Orders and written directives.

1.07 EXAMINATION OF EXISTING CONDITIONS

- A. Contractor shall be held to have examined the Project Site and acquainted itself with the conditions of the Site and of the streets or roads approaching the Site.
- B. Prior to commencement of Work, Contractor shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.
- C. Should Contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving, and other items not indicated in the Contract Documents, Contractor shall immediately report same to the District and the Architect.

1.08 CONTRACTOR'S USE OF PREMISES

- A. If unoccupied and only with District's prior written approval, Contractor may use the building(s) at the Project Site without limitation for its operations, storage, and office facilities for the performance of the Work. If the District chooses to beneficially occupy any building(s), Contractor must obtain the District's written approval for Contractor's use of spaces and types of operations to be performed within the building(s) while so occupied. Contractor's access to the building(s) shall be limited to the areas indicated.
- B. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor.
- C. Contractor shall not interfere with use of or access to occupied portions of the building(s) or adjacent property.
- D. Contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.
- E. No one other than those directly involved in the demolition and construction, or specifically designated by the District or the Architect shall be permitted in the areas of work during demolition and construction activities.
- F. The Contractor shall install the construction fence and maintain that it will be locked when not in use. Keys to this fencing will be provided to the District.

1.09 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

- A. The Drawings show above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Contractor shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing

installations, the costs of repair shall be at the Contractor's expense and made to the District's satisfaction.

- B. Contractor shall be alert to the possibility of the existence of additional structures and utilities. If Contractor encounters additional structures and utilities, Contractor will immediately report to the District for disposition of same as indicated in the General Conditions.

1.10 UTILITY SHUTDOWNS AND INTERRUPTIONS

- A. Contractor shall give the District a minimum of three (3) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. The District will set exact time and duration for shutdown, and will assist Contractor with shutdown. Work required to re-establish utility services shall be performed by the Contractor.
- B. Contractor shall obtain District's written approval as indicated in the General Conditions in advance of deliveries of material or equipment or other activities that may conflict with District's use of the building(s) or adjacent facilities.

1.11 STRUCTURAL INTEGRITY

- A. Contractor shall be responsible for and supervise each operation and work that could affect structural integrity of various building elements, both permanent and temporary.
- B. Contractor shall include structural connections and fastenings as indicated or required for complete performance of the Work.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

ALLOWANCE

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Non-specified work.

1.2 RELATED SECTIONS

A. Document 01 10 00 (Summary of Work)

B. Document 01 29 00 (Payments and Completion)

C. Document 01 32 19 (Submittal Procedures)

1.3 ALLOWANCES

A. Included in the Contract, a stipulated sum/price of **[INSERT AMOUNT]** as an allowance for Unforeseen Conditions within the limits set forth in the Contract Documents. This Allowance shall not be utilized without written approval by the District.

B. 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 this Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

C. Funds will be drawn from Allowance only with District approval evidenced by an Allowance Expenditure Directive.

D. At Contract closeout, funds remaining in Allowance will be credited to District by Change Order.

E. Whenever costs are more than the Allowance, the amount covered by the Allowance will be approved at cost. The Contract Price shall be adjusted by Change Order for amounts in excess of the Allowance.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF DOCUMENT

ALTERNATES AND UNIT PRICING

PART 1 – ALTERNATES

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. Bid Form and Proposal;
- D. Instruction to Bidders.

1.02 DESCRIPTION

The items of work indicated below propose modifications to, substitutions for, additions to and/or deletions from the various parts of the Work specified in other Sections of the Specifications. The acceptance or rejection of any of the alternates is strictly at the option of the District subject to District's acceptance of Contractor's stated prices contained in this Proposal.

1.03 GENERAL

Where an item is omitted, or scope of Work is decreased, all Work pertaining to the item whether specifically stated or not, shall be omitted and where an item is added or modified or where scope of Work is increased, all Work pertaining to that required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

1.04 BASE BID

The Base Bid includes all work required to construct the Project completely and in accordance with the Contract Documents.

1.05 ALTERNATES

- A. _____
- B. _____

The above Alternate descriptions are general in nature and for reference purposes only. The Contract Documents, including, without limitation, the Drawings and Specifications, must be referred to for the complete scope of Work.

PART 2 - UNIT PRICING

2.01 GENERAL

Contractor shall completely state all required figures based on Unit Prices listed below. Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

2.02 UNIT PRICES

Furnish unit prices for each of the named items on a square foot, lineal foot, or per each basis, as applies. Unit prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and supplier(s).

A. _____

B. _____

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 26 00

CHANGES IN THE WORK

CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE PROVISIONS IN THE AGREEMENT, GENERAL CONDITIONS, AND SPECIAL CONDITIONS, IF USED, RELATED TO CHANGES AND/OR REQUESTS FOR CHANGES.

END OF DOCUMENT

PROJECT MEETINGS

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; and
- B. Special Conditions.

1.02 PROGRESS MEETINGS:

- A. Contractor shall schedule and hold regular weekly progress meetings after a minimum of one week's prior written notice of the meeting date and time to all Invitees as indicated below.
- B. Location: Developer's field office.
- C. The Developer shall notify and invite the following entities ("Invitees"):
 - (1) District Representative.
 - (2) Construction Manager
 - (3) Developer.
 - (4) Developer's Project Manager.
 - (5) Developer's Superintendent.
 - (6) Subcontractors, as appropriate to the agenda of the meeting.
 - (7) Suppliers, as appropriate to the agenda of the meeting.
 - (8) Architect
 - (9) Engineer(s), if any and as appropriate to the agenda of the meeting.
 - (10) Others, as appropriate to the agenda of the meeting.
- D. The District's and/or the Architect's Consultants will attend at their discretion, in response to the agenda.
- E. The District representative, the Construction Manager, and/or another District Agent shall take and distribute meeting notes to attendees and other concerned parties. If exceptions are taken to anything in the meeting notes,

those exceptions shall be stated in writing to the District within five (5) working days following District's distribution of the meeting notes.

1.03 PRE-INSTALLATION/PERFORMANCE MEETING:

- A. Developer shall schedule a meeting prior to the start of each of the following portions of the Work: cutting and patching of plaster and roofing, and other weather-exposed and moisture-resistant products. Developer shall invite all Invitees to this meeting, and others whose work may affect or be affected by the quality of the cutting and patching work.
- B. Developer shall review in detail prior to this meeting, the manufacturer's requirements and specifications, applicable portions of the Contract Documents, Shop Drawings, and other submittals, and other related work. At this meeting, invitees shall review and resolve conflicts, incompatibilities, or inadequacies discovered or anticipated.
- C. Developer shall review in detail Project conditions, schedule, requirements for performance, application, installation, and quality of completed Work, and protection of adjacent Work and property.
- D. Developer shall review in detail means of protecting the completed Work during the remainder of the construction period.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

SCHEDULING OF WORK

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. Summary of Work; and
- D. Submittals.

1.02 SECTION INCLUDES

- A. Scheduling of Work under this Contract shall be performed by Contractor in accordance with requirements of this Section.
 - (1) Development of schedule, cost and resource loading of the schedule, monthly payment requests, and project status reporting requirements of the Contract shall employ computerized Critical Path Method ("CPM") scheduling ("CPM Schedule").
 - (2) CPM Schedule shall be cost loaded based on Schedule of Values as approved by District.
 - (3) Submit schedules and reports as specified in the General Conditions.
- B. Upon Award of Contract, Contractor shall immediately commence development of Initial and Original CPM Schedules to ensure compliance with CPM Schedule submittal requirements.

1.03 CONSTRUCTION SCHEDULE

- A. Within ten (10) days of issuance of the Notice to Proceed and before request for first progress payment, the Contractor shall prepare and submit to the Project Manager a construction progress schedule conforming to the Milestone Schedule below.
- B. The Construction Schedule shall be continuously updated, and an updated schedule shall be submitted with each application for progress payment. Each revised schedule shall indicate the work actually accomplished during the previous period and the schedule for completion of the remaining work.

C. Milestone Schedule:

Preliminary Construction Schedule

Anticipated Notice of Intent to Award (NOITA)	XX/XX/XX
Anticipated Board Approval of Construction Contract	XX/XX/XX
Anticipated Notice to Proceed (NTP)	XX/XX/XX
Shop Drawings, Submittals, Materials Procurement	XX/XX/XX – XX/XX/XX

Site Construction Schedule

Last Day of 20XX School	XX/XX/XX
Mobilization and Start of Construction	XX/XX/XX
Construction	XX/XX/XX – XX/XX/XX
Punch List, Corrective Work & Final Cleaning	XX/XX/XX – XX/XX/XX

1.04 QUALIFICATIONS

- A. Contractor shall employ experienced scheduling personnel qualified to use the latest version of [i.e., Primavera Project Planner]. Experience level required is set forth below. Contractor may employ such personnel directly or may employ a consultant for this purpose.
 - (1) The written statement shall identify the individual who will perform CPM scheduling.
 - (2) Capability and experience shall be verified by description of construction projects on which individual has successfully applied computerized CPM.
 - (3) Required level of experience shall include at least two (2) projects of similar nature and scope with value not less than three fourths ($\frac{3}{4}$) of the Total Bid Price of this Project. The written statement shall provide contact persons for referenced projects with current telephone and address information.
- B. District reserves the right to approve or reject Contractor’s scheduler or consultant at any time. District reserves the right to refuse replacing of Contractor’s scheduler or consultant, if District believes replacement will negatively affect the scheduling of Work under this Contract.

1.05 GENERAL

- A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.
- B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in the Contract, unless an earlier (advanced) time of completion is requested by Contractor and agreed to by District. Any such agreement shall be formalized by a Change Order.

- (1) District is not required to accept an early completion schedule, i.e., one that shows an earlier completion date than the Contract Time.
 - (2) Contractor shall not be entitled to extra compensation in event agreement is reached on an earlier completion schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in its early completion schedule but within the Contract Time.
 - (3) A schedule showing the work completed in less than the Contract Time, and that has been accepted by District, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the work and the Completion Date. Project Float is a resource available to both District and the Contractor.
- C. Ownership Project Float: Neither the District nor Contractor owns Project Float. The Project owns the Project Float. As such, liability for delay of the Completion Date rests with the party whose actions, last in time, actually cause delay to the Completion Date.
- (1) For example, if Party A uses some, but not all of the Project Float and Party B later uses remainder of the Project Float as well as additional time beyond the Project Float, Party B shall be liable for the time that represents a delay to the Completion Date.
 - (2) Party A would not be responsible for the time since it did not consume the entire Project Float and additional Project Float remained; therefore, the Completion Date was unaffected by Party A.
- D. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract CPM Schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.
- E. Failure of Progress Schedule to include any element of the Work, or any inaccuracy in Progress Schedule, will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. District's acceptance of schedule shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests and shall not, in any manner, impose a duty of care upon District, or act to relieve Contractor of its responsibility for means and methods of construction.
- F. Software: Use **[i.e., District Project Planner for Windows, latest version]**. Such software shall be compatible with Windows operating system. Contractor shall transmit contract file to District on compact disk at times requested by District.
- G. Transmit each item under the form approved by District.
- (1) Identify Project with District Contract number and name of Contractor.
 - (2) Provide space for Contractor's approval stamp and District's review stamps.

- (3) Submittals received from sources other than Contractor will be returned to the Contractor without District's review.

1.06 INITIAL CPM SCHEDULE

- A. Initial CPM Schedule submitted for review at the pre-construction conference shall serve as Contractor's schedule for up to ninety (90) calendar days after the Notice to Proceed.
- B. Indicate detailed plan for the Work to be completed in first ninety (90) days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; procurement of materials and equipment. Show Work beyond ninety (90) calendar days in summary form.
- C. Initial CPM Schedule shall be time scaled.
- D. Initial CPM Schedule shall be cost and resource loaded. Accepted cost and resource loaded schedule will be used as basis for monthly progress payments until acceptance of the Original CPM Schedule. Use of Initial CPM Schedule for progress payments shall not exceed ninety (90) calendar days.
- E. District and Contractor shall meet to review and discuss the Initial CPM Schedule within seven (7) calendar days after it has been submitted to District.
 - (1) District's review and comment on the schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).
 - (2) Contractor shall make corrections to schedule necessary to comply with Contract requirements and shall adjust schedule to incorporate any missing information requested by District. Contractor shall resubmit Initial CPM Schedule if requested by District.
- F. If, during the first ninety (90) days after Notice to Proceed, the Contractor is of the opinion that any of the Work included on its Initial CPM Schedule has been impacted, the Contractor shall submit to District a written Time Impact Evaluation ("TIE") in accordance with Article 1.12 of this Section. The TIE shall be based on the most current update of the Initial CPM Schedule.

1.07 ORIGINAL CPM SCHEDULE

- A. Submit a detailed proposed Original CPM Schedule presenting an orderly and realistic plan for completion of the Work in conformance with requirements as specified herein.
- B. Progress Schedule shall include or comply with following requirements:
 - (1) Time scaled, cost and resource (labor and major equipment) loaded CPM schedule.

- (2) No activity on schedule shall have duration longer than fifteen (15) work days, with exception of submittal, approval, fabrication and procurement activities, unless otherwise approved by District.
 - (a) Activity durations shall be total number of actual work days required to perform that activity.
- (3) The start and completion dates of all items of Work, their major components, and milestone completion dates, if any.
- (4) District furnished materials and equipment, if any, identified as separate activities.
- (5) Activities for maintaining Project Record Documents.
- (6) Dependencies (or relationships) between activities.
- (7) Processing/approval of submittals and shop drawings for all material and equipment required per the Contract. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.
 - (a) Include time for submittals, re-submittals and reviews by District. Coordinate with accepted schedule for submission of Shop Drawings, samples, and other submittals.
 - (b) Contractor shall be responsible for all impacts resulting from re-submittal of Shop Drawings and submittals.
- (8) Procurement of major equipment, through receipt and inspection at jobsite, identified as separate activity.
 - (a) Include time for fabrication and delivery of manufactured products for the Work.
 - (b) Show dependencies between procurement and construction.
- (9) Activity description; what Work is to be accomplished and where.
- (10) The total cost of performing each activity shall be total of labor, material, and equipment, excluding overhead and profit of Contractor. Overhead and profit of the General Contractor shall be shown as a separate activity in the schedule. Sum of cost for all activities shall equal total Contract value.
- (11) Resources required (labor and major equipment) to perform each activity.
- (12) Responsibility code for each activity corresponding to Contractor or Subcontractor responsible for performing the Work.
- (13) Identify the activities which constitute the controlling operations or critical path. No more than twenty-five (25%) of the activities shall be

critical or near critical. Near critical is defined as float in the range of one (1) to (10) days.

- (14) Twenty (20) workdays for developing punch list(s), completion of punch-list items, and final clean up for the Work or any designated portion thereof. No other activities shall be scheduled during this period.
 - (15) Interface with the work of other contractors, District, and agencies such as, but not limited to, utility companies.
 - (16) Show detailed Subcontractor Work activities. In addition, furnish copies of Subcontractor schedules upon which CPM was built.
 - (a) Also furnish for each Subcontractor, as determined by District, submitted on Subcontractor letterhead, a statement certifying that Subcontractor concurs with Contractor's Original CPM Schedule and that Subcontractor's related schedules have been incorporated, including activity duration, cost and resource loading.
 - (b) Subcontractor schedules shall be independently derived and not a copy of Contractor's schedule.
 - (c) In addition to Contractor's schedule and resource loading, obtain from electrical, mechanical, and plumbing Subcontractors, and other Subcontractors as required by District, productivity calculations common to their trades, such as units per person day, feet of pipe per day per person, feet of wiring per day per person, and similar information.
 - (d) Furnish schedule for Contractor/Subcontractor CPM schedule meetings which shall be held prior to submission of Original CPM schedule to District. District shall be permitted to attend scheduled meetings as an observer.
 - (17) Activity durations shall be in Work days.
 - (18) Submit with the schedule a list of anticipated non-Work days, such as weekends and holidays. The Progress Schedule shall exclude in its Work day calendar all non-Work days on which Contractor anticipates critical Work will not be performed.
- C. Original CPM Schedule Review Meeting: Contractor shall, within sixty (60) days from the Notice to Proceed date, meet with District to review the Original CPM Schedule submittal.
- (1) Contractor shall have its Project Manager, Project Superintendent, Project Scheduler, and key Subcontractor representatives, as required by District, in attendance. The meeting will take place over a continuous one (1) day period.

- (2) District's review will be limited to submittal's conformance to Contract requirements including, but not limited to, coordination requirements. However, review may also include:
 - (a) Clarifications of Contract Requirements.
 - (b) Directions to include activities and information missing from submittal.
 - (c) Requests to Contractor to clarify its schedule.
- (3) Within five (5) days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by District at the Meeting.

1.08 ADJUSTMENTS TO CPM SCHEDULE

- A. Adjustments to Original CPM Schedule: Contractor shall have adjusted the Original CPM Schedule submittal to address all review comments from original CPM Schedule review meeting and resubmit network diagrams and reports for District's review.
 - (1) District, within ten (10) days from date that Contractor submitted the revised schedule, will either:
 - (a) Accept schedule and cost and resource loaded activities as submitted, or
 - (b) Advise Contractor in writing to review any part or parts of schedule which either do not meet Contract requirements or are unsatisfactory for District to monitor Project's progress, resources, and status or evaluate monthly payment request by Contractor.
 - (2) District may accept schedule with conditions that the first monthly CPM Schedule update be revised to correct deficiencies identified.
 - (3) When schedule is accepted, it shall be considered the "Original CPM Schedule" which will then be immediately updated to reflect the current status of the work.
 - (4) District reserves right to require Contractor to adjust, add to, or clarify any portion of schedule which may later be discovered to be insufficient for monitoring of Work or approval of partial payment requests. No additional compensation will be provided for such adjustments, additions, or clarifications.
- B. Acceptance of Contractor's schedule by District will be based solely upon schedule's compliance with Contract requirements.
 - (1) By way of Contractor assigning activity durations and proposing sequence of Work, Contractor agrees to utilize sufficient and necessary

management and other resources to perform work in accordance with the schedule.

- (2) Upon submittal of schedule update, updated schedule shall be considered "current" CPM Schedule.
 - (3) Submission of Contractor's schedule to District shall not relieve Contractor of total responsibility for scheduling, sequencing, and pursuing Work to comply with requirements of Contract Documents, including adverse effects such as delays resulting from ill-timed Work.
- C. Submittal of Original CPM Schedule, and subsequent schedule updates, shall be understood to be Contractor's representation that the Schedule meets requirements of Contract Documents and that Work shall be executed in sequence indicated on the schedule.
- D. Contractor shall distribute Original CPM Schedule to Subcontractors for review and written acceptance, which shall be noted on Subcontractors' letterheads to Contractor and transmitted to District for the record.

1.09 MONTHLY CPM SCHEDULE UPDATE SUBMITTALS

- A. Following acceptance of Contractor's Original CPM Schedule, Contractor shall monitor progress of Work and adjust schedule each month to reflect actual progress and any anticipated changes to planned activities.
- (1) Each schedule update submitted shall be complete, including all information requested for the Original CPM Schedule submittal.
 - (2) Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect "as built" information by indicating when activities were actually started and completed.
- B. A meeting will be held on approximately the twenty-fifth (25th) of each month to review the schedule update submittal and progress payment application.
- (1) At this meeting, at a minimum, the following items will be reviewed: Percent (%) complete of each activity; Time Impact Evaluations for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Contractor delays.
 - (2) These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, these meetings shall be attended by Contractor's General Superintendent and Scheduler.
 - (3) Contractor shall plan on the meeting taking no less than four (4) hours.

- C. Within five (5) working days after monthly schedule update meeting, Contractor shall submit the updated CPM Schedule update.
- D. Within five (5) work days of receipt of above noted revised submittals, District will either accept or reject monthly schedule update submittal.
 - (1) If accepted, percent (%) complete shown in monthly update will be basis for Application for Payment by the Contractor. The schedule update shall be submitted as part of the Contractor's Application for Payment.
 - (2) If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.
- E. Neither updating, changing or revising of any report, curve, schedule, or narrative submitted to District by Contractor under this Contract, nor District's review or acceptance of any such report, curve, schedule or narrative shall have the effect of amending or modifying in any way the Completion Date or milestone dates or of modifying or limiting in any way Contractor's obligations under this Contract.

1.10 SCHEDULE REVISIONS

- A. Updating the Schedule to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a monthly basis.
- B. To reflect revisions to the Schedule, the Contractor shall provide District with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of work, the Contractor shall provide a schedule diagram which compares the original sequence to the revised sequence of work. The Contractor shall provide the written narrative and schedule diagram for revisions two (2) working days in advance of the monthly schedule update meeting.
- C. Schedule revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District. District may request further information and justification for schedule revisions and Contractor shall, within three (3) days, provide District with a complete written narrative response to District's request.
- D. If the Contractor's revision is still not accepted by District, and the Contractor disagrees with District's position, the Contractor has seven (7) calendar days from receipt of District's letter rejecting the revision to provide a written narrative providing full justification and explanation for the revision. The Contractor's failure to respond in writing within seven (7) calendar days of District's written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and the Contractor waives its rights to subsequently dispute or file a claim regarding District's position.
- E. At District's discretion, the Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

1.11 RECOVERY SCHEDULE

- A. If the Schedule Update shows a completion date twenty-one (21) calendar days beyond the Contract Completion Date, or individual milestone completion dates, the Contractor shall submit to District the proposed revisions to recover the lost time within seven (7) calendar days. As part of this submittal, the Contractor shall provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, the Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work.
- B. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed by District.
- C. If the Contractor's revisions are not accepted by District, District and the Contractor shall follow the procedures in paragraph 1.09.C, 1.09.D and 1.09.E above.
- D. At District's discretion, the Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.

1.12 TIME IMPACT EVALUATION ("TIE") FOR CHANGE ORDERS, AND OTHER DELAYS

- A. When Contractor is directed to proceed with changed Work, the Contractor shall prepare and submit within fourteen (14) calendar days from the Notice to Proceed a TIE which includes both a written narrative and a schedule diagram depicting how the changed Work affects other schedule activities. The schedule diagram shall show how the Contractor proposes to incorporate the changed Work in the schedule and how it impacts the current schedule-update critical path. The Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of schedule activities to enable District to evaluate the impact of changed Work to the scheduled critical path.
- B. Contractor shall be required to comply with the requirements of Paragraph 1.09.A for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.
- C. Contractor shall be responsible for all costs associated with the preparation of TIEs, and the process of incorporating them into the current schedule update. The Contractor shall provide District with four (4) copies of each TIE.
- D. Once agreement has been reached on a TIE, the Contract Time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Time may be extended in an amount District allows, and the Contractor may submit a claim for additional time claimed by contractor.

1.13 TIME EXTENSIONS

- A. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the critical path of the current

schedule update. Notice of time impacts shall be given in accord with the General Conditions.

- B. Where an event for which District is responsible impacts the projected Completion Date, the Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor shall also include a detailed cost breakdown of the labor, equipment, and material the Contractor would expend to mitigate District-caused time impact. The Contractor shall submit its mitigation plan to District within fourteen (14) calendar days from the date of discovery of the impact. The Contractor is responsible for the cost to prepare the mitigation plan.
- C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.
- D. No time will be granted under this Contract for cumulative effect of changes.
- E. District will not be obligated to consider any time extension request unless the Contractor complies with the requirements of Contract Documents.
- F. Failure of the Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.
- G. If the Contractor does not submit a TIE within the required fourteen (14) calendar days for any issue, it is mutually agreed that the Contractor does not require a time extension for said issue.

1.14 SCHEDULE REPORTS

- A. Submit four (4) copies of the following reports with the Initial CPM Schedule, the Original CPM Schedule, and each monthly update.
- B. Required Reports:
 - (1) Two activity listing reports: one sorted by activity number and one by total Project Float. These reports shall also include each activity's early/late and actual start and finish dates, original and remaining duration, Project Float, responsibility code, and the logic relationship of activities.
 - (2) Cost report sorted by activity number including each activity's associated cost, percentage of Work accomplished, earned value- to date, previous payments, and amount earned for current update period.
 - (3) Schedule plots presenting time-scaled network diagram showing activities and their relationships with the controlling operations or critical path clearly highlighted.

- (4) Cash flow report calculated by early start, late start, and indicating actual progress. Provide an exhibit depicting this information in graphic form.
- (5) Planned versus actual resource (i.e., labor) histogram calculated by early start and late start.

C. Other Reports:

In addition to above reports, District may request, from month to month, any two of the following reports. Submit four (4) copies of all reports.

- (1) Activities by early start.
- (2) Activities by late start.
- (3) Activities grouped by Subcontractors or selected trades.
- (4) Activities with scheduled early start dates in a given time frame, such as fifteen (15) or thirty (30) day outlook.

D. Furnish District with report files on compact disks containing all schedule files for each report generated.

1.15 PROJECT STATUS REPORTING

- A. In addition to submittal requirements for CPM scheduling identified in this Section, Contractor shall provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each CPM Schedule as specified herein. Status reporting shall be in form specified below.
- B. Contractor shall prepare monthly written narrative reports of status of Project for submission to District. Written status reports shall include:
- (1) Status of major Project components (percent (%) complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
 - (2) Progress made on critical activities indicated on CPM Schedule.
 - (3) Explanations for any lack of work on critical path activities planned to be performed during last month.
 - (4) Explanations for any schedule changes, including changes to logic or to activity durations.
 - (5) List of critical activities scheduled to be performed next month.
 - (6) Status of major material and equipment procurement.
 - (7) Any delays encountered during reporting period.

- (8) Contractor shall provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.
 - (a) Actual resource shall be accumulated in field by Contractor, and shall be as noted on Contractor's daily reports. These reports will be basis for information provided in computer-generated monthly and weekly printed reports.
 - (b) Contractor shall explain all variances and mitigation measures.
- (9) Contractor may include any other information pertinent to status of Project. Contractor shall include additional status information requested by District at no additional cost.
- (10) Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

1.16 WEEKLY SCHEDULE REPORT

At the Weekly Progress Meeting, the Contractor shall provide and present a time-scaled three (3) week look-ahead schedule that is based and correlated by activity number to the current schedule (i.e., Initial, Original CPM, or Schedule Update).

1.17 DAILY CONSTRUCTION REPORTS

On a daily basis, Contractor shall submit a daily activity report to District for each workday, including weekends and holidays when worked. Contractor shall develop the daily construction reports on a computer-generated database capable of sorting daily Work, manpower, and man-hours by Contractor, Subcontractor, area, sub-area, and Change Order Work. Upon request of District, furnish computer disk of this data base. Obtain District's written approval of daily construction report data base format prior to implementation. Include in report:

- A. Project name and Project number.
- B. Contractor's name and address.
- C. Weather, temperature, and any unusual site conditions.
- D. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work of Subcontractors. Descriptions shall be referenced to CPM scheduled activities.
- E. Worker quantities for its own Work force and for Subcontractors of any tier.
- F. Equipment, other than hand tools, utilized by Contractor and Subcontractors.

1.18 PERIODIC VERIFIED REPORTS

Contractor shall complete and verify construction reports on a form prescribed by the Division of the State Architect and file reports on the first day of February, May,

August, and November during the preceding quarter year; at the completion of the Contract; at the completion of the Work; at the suspension of Work for a period of more than one (1) month; whenever the services of Contractor or any of Contractor's Subcontractors are terminated for any reason; and at any time a special verified report is required by the Division of the State Architect. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

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. Contractor 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

SITE STANDARDS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including without limitation, Site Access, Conditions, and Regulations;
- B. Special Conditions;
- C. Drug-Free Workplace Certification;
- D. Tobacco-Free Environment Certification;
- E. Criminal Background Investigation/Fingerprinting Certification;
- F. Temporary Facilities and Controls.

1.02 REQUIREMENTS OF THE DISTRICT:

- A. Drug-Free Schools and Safety Requirements:
 - (1) All school sites and other District Facilities have been declared "Drug-Free Zones." No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, or contractors are to use drugs on these sites.
 - (2) 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. Contractor shall post: "Non-Smoking Area" in a highly visible location in each work area, staging area, and parking area. Contractor may designate a smoking area outside of District property within the public right-of-way, provided that this area remains quiet and unobtrusive to adjacent neighbors. This smoking area is to be kept clean at all times.
 - (3) Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Contractor shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.
- B. Language: Profanity or other unacceptable and/or loud language will not be tolerated, "Cat calls" or other derogatory language toward students, staff, volunteers, parents or public will not be allowed.

- C. Disturbing the Peace (Noise and Lighting):
- (1) Contractor shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.
 - (2) The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. District reserves the right to prohibit the use of radios at the Site, except for mobile phones or other handheld communication radios.
 - (3) If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.
- D. Traffic:
- (1) Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.
 - (2) All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance. Any damage will be repaired to the pre-damaged condition by the Contractor.
 - (3) District shall designate a construction entry to the Site. If Contractor requests, District determines it is required, and to the extent possible, District shall designate a staging area so as not to interfere with the normal functioning of school facilities. Location of gates and fencing shall be approved in advance with District and at Contractor's expense.
 - (4) Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in softscape areas that could otherwise be damaged.
- E. All of the above shall be observed and complied with by the Contractor and all workers on the Site. Failure to follow these directives could result in individual(s) being suspended or removed from the work force at the discretion of the District. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the Site.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

REGULATORY REQUIREMENTS

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, Obtaining of Permits, Licenses and Registrations and Work to Comply with All Applicable Laws and Regulations;
- B. Special Conditions; and
- C. Quality Control.

1.02 DESCRIPTION:

This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

1.03 REQUIREMENTS OF REGULATORY AGENCIES:

- A. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction over the Work, are hereby incorporated into these Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations ("CCR").
 - (1) California Building Standards Administrative Code, Part 1, Title 24, CCR.
 - (2) California Building Code (CBC), Part 2, Title 24, CCR; (International Building Code volumes 1-2 and California Amendments).
 - (3) California Electrical Code (CEC), Part 3, Title 24, CCR; (National Electrical Code and California Amendments).
 - (4) California Mechanical Code (CMC), Part 4, Title 24, CCR; (Uniform Mechanical Code and California Amendments).
 - (5) California Plumbing Code (CPC), Part 5, Title 24, CCR; (Uniform Plumbing Code and California Amendments).

- (6) California Fire Code (CFC), Part 9, Title 24, CCR; (International Fire Code and California Amendments).
- (7) California Green Building Standards Code (CALGreen), Part 11, Title 24, CCR.
- (8) California Referenced Standards Code, Part 12, Title 24, CCR.
- (9) State Fire Marshal Regulations, Public Safety, Title 19, CCR.
- (10) Partial List of Applicable National Fire Protection Association (NFPA) Standards:
 - (a) NFPA 13 - Automatic Sprinkler System.
 - (b) NFPA 14 - Standpipes Systems.
 - (c) NFPA 17A - Wet Chemical System
 - (d) NFPA 24 - Private Fire Mains.
 - (e) (California Amended) NFPA 72 - National Fire Alarm Codes.
 - (f) NFPA 253 - Critical Radiant Flux of Floor Covering System.
 - (g) NFPA 2001 - Clean Agent Fire Extinguishing Systems.
- (11) California Division of the State Architect interpretation of Regulations ("DSA IR"), including, without limitation:
 - (a) DSA IR A-6 — Construction Change Document Submittal and Approval Processes.
 - (b) DSA IR A-7 — Project Inspector Certification and Approval.
 - (c) DSA IR A-8 — Project Inspector and Assistant Inspector Duties and Performance.
 - (d) DSA IR A-12 — Assistant Inspector Approval.
- (12) DSA Procedures ("DSA PR")
 - (a) DSA PR 13-01 – Construction Oversight Process
 - (b) DSA PR 13-02 – Project Certification Process

B. This Project shall be governed by applicable regulations, including, without limitation, the State of California's Administrative Regulations for the Division of the State Architect-Structural Safety (DSA/SS), Chapter 4, Part 1, Title 24, CCR, and the most current version on the date the bids are opened and as it pertains to school construction including, without limitation:

- (1) Test and testing laboratory per Section 4-335. District shall pay for the testing laboratory.
- (2) Special inspections per Section 4-333(c).
- (3) Deferred Approvals per section 4-317(g).
- (4) Verified reports per Sections 4-336 & 4-343(c).
- (5) Duties of the Architect & Engineers shall be per Sections 4-333(a) and 4-341.
- (6) Duties of the Contractor shall be per Section 4-343.
- (7) Duties of Project Inspector shall be per Section 4-334.
- (8) Addenda and Construction Change Documents per Section 4-338.

Contractor shall keep and make available all applicable parts of the most current version of Title 24 referred to in the plans and specifications at the Site during construction.

C. Items of deferred approval shall be clearly marked on the first sheet of the Architect's and/or Engineer's approved Drawings. All items later submitted for approval shall be per Title 24 requirements to the DSA.

- (1) Contractor shall submit the following to Architect for review and endorsement:
 - (a) Product information on proposed material/system supplier.
 - (b) Drawings, specifications, and calculations prepared, signed, and stamped by an architect or engineer licensed in the State of California for that portion of the Work.
 - (c) All other requirements as may be required by DSA.
- (2) Cost of preparing and submitting documentation per DSA Deferred Approval requirements including required modifications to Drawings and Specifications, whether or not indicated in the Contract Documents, shall be borne by Contractor.
- (3) Contractor shall not begin fabrication and installation of deferred approval items without first obtaining DSA approval of Drawings and Specifications.
- (4) Schedule of Work Subject to DSA Deferred Approval: Window wall systems exceeding 10 feet in span.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

ABBREVIATIONS AND ACRONYMS

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, Definitions;
- B. Special Conditions.

1.02 DOCUMENT INCLUDES:

- A. Abbreviations used throughout the Contract Documents.
- B. Reference to a technical society, organization, or body is by abbreviation, as follows:

1.	AA	The Aluminum Association
2.	AASHTO	American Association of State Highway and Transportation Officials
3.	ABPA	Acoustical and Board Products Association
4.	ACI	American Concrete Institute
5.	AGA	American Gas Association
6.	AGC	Associated General Contractors of America
7.	AHC	Architectural Hardware Consultant
8.	AHRI	Air Conditioning, Heating, Refrigeration Institute
9.	AI	Asphalt Institute
10.	AIA	American Institute of Architects
11.	AISC	American Institute of Steel Construction
12.	AISI	American Iron and Steel Institute
13.	AMCA	Air Movement and Control Association
14.	ANSI	American National Standards Institute
15.	APA	APA – The Engineered Wood Association
16.	ASCE	American Society of Civil Engineers
17.	ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
18.	ASME	American Society of Mechanical Engineers
19.	ASTM	American Society of Testing and Materials International
20.	AWPA	American Wood Protection Association
21.	AWPI	American Wood Preservers Institute
22.	AWS	American Welding Society
23.	AWSC	American Welding Society Code
24.	AWI	Architectural Woodwork Institute
25.	AWWA	American Water Works Association
26.	BIA	The Brick Industry Association

27.	CCR	California Code of Regulations
28.	CLFMI	Chain Link Fence Manufacturers Institute
29.	CRA	California Redwood Association
30.	CRSI	Concrete Reinforcing Steel Institute
31.	CS	Commercial Standards
32.	CSI	Construction Specifications Institute
33.	CTI	Cooling Technology Institute
34.	FGIA	Fenestration and Glazing Industry Alliance
35.	FGMA	Flat Glass Manufacturers' Association
36.	FIA	Factory Insurance Association
37.	FM	Factory Mutual Global
38.	FS/FED SPEC	Federal Specification
39.	FTI	Facing Title Institute
40.	GA	Gypsum Association
41.	IAPMO	International Association of Plumbing and Mechanical Officials
42.	ICC	International Code Council
43.	IEEE	Institute of Electrical and Electronics Engineers
44.	IES	Illuminating Engineering Society
45.	MCAC	Mason Contractors Association of California
46.	MIMA	Mineral Wool Insulation Manufacturers Association
47.	MLMA	Metal Lath Manufacturers Association
48.	MS/MIL SPEC	Military Specifications
49.	NAAMM	National Association of Architectural Metal Manufacturers
50.	NBHA	National Builders Hardware Association
51.	NCMA	National Concrete Masonry Association
52.	NCSEA	National Council of Structural Engineers Associations
53.	NEC	National Electrical Code
54.	NEMA	National Electrical Manufacturers Association
55.	NIST	National Institute of Standards and Technology
56.	NSI	Natural Stone Institute
57.	NTMA	National Terrazzo and Mosaic Association, Inc.
58.	ORS	Office of Regulatory Services (California)
59.	OSHA	Occupational Safety and Health Act
60.	PCI	Precast/Prestressed Concrete Institute
61.	PCA	Portland Cement Association
62.	PCA	Painting Contractors Association
63.	PDI	Plumbing Drainage Institute
64.	PEI	Porcelain Enamel Institute, Inc.
65.	PG&E	Pacific Gas & Electric Company
66.	PS	Product Standards
67.	SDI	Steel Door Institute; Steel Deck Institute
68.	SJI	Steel Joist Institute
69.	SSPC	Society for Protective Coatings
70.	TCNA	Tile Council of North America, Inc.
71.	TPI	Truss Plate Institute
72.	UBC	Uniform Building Code
73.	UL	Underwriters Laboratories Code

74.	UMC	Uniform Mechanical Code
75.	USDA	United States Department of Agriculture
76.	VI	Vermiculite Institute
77.	WCLIB	West Coast Lumber Inspection Bureau
78.	WDMA	Window and Door Manufacturers Association
79.	WEUSER	Western Electric Utilities Service Engineering Requirements
80.	WIC	Woodwork Institute of California

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

DEFINITIONS

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, Definitions;
- B. Special Conditions.

1.02 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards, Contractor shall comply with requirements of the standard, except when more rigid requirements are specified in the Contract Documents, or are required by applicable codes.
- B. Contractor shall conform to current reference standard publication date in effect on the date of bid opening.
- C. Contractor shall obtain copies of standards unless specifically required not to by the Contract Documents.
- D. Contractor shall maintain a copy of all standards at jobsite during submittals, planning, and progress of the specific Work, until final completion, unless specifically required not to by the Contract Documents.
- E. Should specified reference standards conflict with Contract Documents, Contractor shall request clarification from the District and/or the Architect before proceeding.
- F. The contractual relationship of the parties to the Contract shall not be altered from the contractual relationship as indicated in the Contract Documents by mention or inference otherwise in any referenced document.
- G. Governing Codes shall be as shown in the Contract Documents including, without limitation, the Specifications.

END OF DOCUMENT

REFERENCES**PART 1 - GENERAL****1.01 SCHEDULE OF REFERENCES:**

The following information is intended only for the general assistance of the Contractor, and the District does not represent that all of the information is current. It is the Contractor's responsibility to verify the correct information for each of the entities listed.

AA	The Aluminum Association 1400 Crystal Drive, Suite 430 Arlington, VA 22202 www.aluminum.org	703/358-2960
AABC	Associated Air Balance Council 2401 Pennsylvania Avenue NW, Suite 330 Washington, DC 20037 www.aabc.com	202/737-0202
AASHTO	American Association of State Highway and Transportation Officials 555 12th St. NW - Suite 1000 Washington, DC 20004 www.transportation.org	202/624-5800
AATCC	American Association of Textile Chemists and Colorists P.O. Box 12215 Research Triangle Park, NC 27709-2215 www.aatcc.org	919/549-8141
ACA	American Coatings Association 901 New York Ave., NW, Suite 300 West Washington, DC 20001 www.paint.org	202/462-6272
ACI	American Concrete Institute 38800 Country Club Dr. Farmington Hills, MI 48331-3439 www.concrete.org	248/848-3800
ACPA	American Concrete Pipe Association 5605 N. MacArthur Blvd., Suite 340 Irving, TX 75038 www.concrete-pipe.org	972/506-7216

ADC	Air Duct Council 1901 N. Roselle Road, Suite 800 Schaumburg, IL 60195 www.flexibleduct.org	847/706-6750
AF&PA	American Forest and Paper Association 1101 K Street, NW, Suite 700 Washington, DC 20005 www.afandpa.org	202/463-2700
AGA	American Gas Association 400 North Capitol Street, NW, Suite 450 Washington, DC 20001 www.aga.org	202/824-7000
AGC	Associate General Contractors of America 2300 Wilson Blvd., Suite 300 Arlington, VA 22201 www.agc.org	703/548-3118
AHA	American Hardboard Association 1210 West Northwest Highway Palatine, IL 60067 http://domensino.com/AHA/default.htm	847/934-8800
AI	Asphalt Institute 2696 Research Park Drive Lexington, KY 40511-8480 www.asphaltinstitute.org	859/288-4960
AIA	The American Institute of Architects 1735 New York Ave., NW Washington, DC 20006-5292 www.aia.org	202/626-7300
AISC	American Institute of Steel Construction 130 East Randolph Street, Suite 2000 Chicago, IL 60601 www.aisc.org	312.670.2400
AISI	American Iron and Steel Institute 25 Massachusetts Ave., NW, Suite 800 Washington, DC 20001 www.steel.org	202/452-7100
AITC	American Institute of Timber Construction 1010 South 336th Street, #210 Federal Way, WA 98003-7394 https://www.plib.org/aitc/	253/835-3344

ALI	Associated Laboratories, Inc. P.O. Box 152837 Dallas, TX 75315 www.assoc-labs.com	214/565-0593
ALSC	American Lumber Standards Committee, Inc. 7470 New Technology Way, Suite F Frederick, MD 21703 www.alsc.org	301/972-1700
AMCA	Air Movement and Control Association International, Inc. 30 W. University Drive Arlington Heights, IL 60004 www.amca.org	847/394-0150
AMPP (formerly SSPC)	Association for Materials Protection and Performance (merger of Society for Protective Coatings and National Association of Corrosion Engineers International) (formerly Steel Structures Painting Council) 800 Trumbull Drive Pittsburgh, PA 15205 www.sspc.org	412/281-2331 877/281-7772
ANLA	AmericanHort (merger of American Nursery & Landscape Association and OFA – The Association of Horticultural Professionals) 2130 Stella Court Columbus, OH 43215 www.americanhort.org	614/487-1117
ANSI	American National Standards Institute 1899 L Street, NW, 11th Floor Washington, DC 20036 www.ansi.org	202/293-8020
APA	APA-The Engineered Wood Association 7011 S. 19th Street Tacoma, WA 98466-5333 www.apawood.org	253/565-6600

APA	Architectural Precast Association 325 John Knox Rd, Suite L-103 Tallahassee, FL 32303 www.archprecast.org	850/205-5637
APCIA	American Property Casualty Insurance Association (merger of American Insurance Association (formerly the National Board of Fire Underwriters) with the Property Casualty Insurers Association of America) 555 12th St, NW, Suite 550 Washington DC 20004 www.apci.org	202/828-7100
AHRI	Air Conditioning and Refrigeration Institute (now Air- Conditioning, Heating, & Refrigeration Institute) 2311 Wilson Blvd, Suite 400 Arlington, VA 22201 www.ahrinet.org	703/524-8800
ARMA	Asphalt Roofing Manufacturers Association 2331 Rock Spring Road Forest Hill, MD 21050 www.asphaltroofing.org	443/640-1075
ASA	The Acoustical Society of America Suite 300 1305 Walt Whitman Road Melville, NY 11747-4300 https://acousticalsociety.org/	516/576-2360
ASCE	American Society of Civil Engineers 1801 Alexander Bell Drive Reston, VA 20191 www.asce.org	800/548-2723 703/295-6300
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 180 Technology Parkway Peachtree Corners, GA 30092 www.ashrae.org	800/527-4723 404/636-8400
ASLA	American Society of Landscape Architects 636 Eye Street, NW Washington, DC 20001-3736 www.asla.org	202/898-2444
ASME	American Society of Mechanical Engineers Two Park Avenue New York, NY 10016-5990 www.asme.org	800/834-2763

ASPE	American Society of Plumbing Engineers 6400 Shafer Court, Suite 350 Rosemont, IL 60018 http://aspe.org	847/296-0002
ASQ	American Society for Quality P.O. Box 3005 Milwaukee, WI 53201-3005 or 600 North Plankinton Avenue Milwaukee, WI 53203 http://asq.org	800/248-1946 414/272-8575
ASSE	American Society of Sanitary Engineering 18927 Hickory Creek Dr., Suite 220 Mokena, IL 60448 www.asse-plumbing.org	708/995-3019
ASTM	ASTM International 100 Barr Harbor Drive PO Box C700 West Conshohocken, PA, 19428-2959 www.astm.org	610/832-9500
AWCI	Association of the Wall and Ceiling Industry 513 West Broad Street, Suite 210 Falls Church, VA 22046 www.awci.org	703/538-1600
AWPA	American Wood Protection Association (formerly American Wood Preservers Institute) P.O. Box 361784 Birmingham, AL 35236-1784 www.awpa.com	205/733-4077
AWS	American Welding Society 8669 NW 36 Street, Suite 130 Miami, FL 33166 www.aws.org	800/443-9353 305/443-9353
AWI	Architectural Woodwork Institute 46179 Westlake Drive, Suite 120 Potomac Falls, VA 20165-5874 www.awinet.org	571/323-3636
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235 www.awwa.org	800/926-7337 303/794-7711

BHMA	Builders Hardware Manufacturers Association 355 Lexington Avenue, 15th Floor New York, NY 10017 www.buildershardware.com	212/297-2122
BIA	The Brick Industry Association 12007 Sunrise Valley Drive, Suite 430 Reston, VA 20191 www.gobrick.com	703/620-0010
CGA	Compressed Gas Association 8484 Westpark Drive, Suite 220 McLean, VA 22102 www.cganet.com	703/788-2700
CISCA	Ceilings & Interior Systems Construction Association 1010 Jorie Blvd, Suite 30 Oak Brook, IL 60523 www.cisca.org	630/584-1919
CISPI	Cast Iron Soil Pipe Institute 2401 Fieldcrest Dr. Mundelein, IL 60060 www.cispi.org	224/864-2910
CLFMI	Chain Link Fence Manufacturers Institute 10015 Old Columbia Road, Suite B-215 Columbia, MD 21046 chainlinkinfo.org	301/596-2583
CPA	Composite Panel Association 19465 Deerfield Avenue, Suite 306 Leesburg, VA 20176 www.compositepanel.org	703/724-1128
CPSC	Consumer Product Safety Commission 4330 East-West Highway Bethesda, MD 20814 www.cpsc.gov	800/638-2772
CRA	California Redwood Association 818 Grayson Road, Suite 201 Pleasant Hill, CA 94523 www.calredwood.org	925/935-1499

CRI	Carpet and Rug Institute 100 S. Hamilton Street Dalton, GA 30722-2048 www.carpet-rug.org	706/278-3176
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173-4758 www.crsi.org	847/517-1200
CSI	The Construction Specifications Institute 123 North Pitt St, Suite 450 Alexandria, VA 22314 www.csinet.org	800/689-2900
CTIOA	Ceramic Tile Institute of America 12061 Jefferson Blvd. Culver City, CA 90230-6219 www.ctioa.org	310/574-7800
DHA	Decorative Hardwoods Association (formerly Hardwood Plywood & Veneer Association) 42777 Trade West Dr. Sterling, VA 20166 https://www.decorativehardwoods.org/	703/435-2900
DHI	Door and Hardware Institute (formerly National Builders Hardware Association) 2001 K Street NW, 3rd Floor North Washington, DC 20006 www.dhi.org	202/367-1134
DIPRA	Ductile Iron Pipe Research Association P.O. Box 190306 Birmingham, AL 35219 www.dipra.org	205/402-8700
DOC	U.S. Department of Commerce 1401 Constitution Ave., NW Washington, DC 20230 www.commerce.gov	202/482-2000
DOT	U.S. Department of Transportation 1200 New Jersey Avenue, SE Washington, DC 20590 www.dot.gov	855/368-4200
EJMA	Expansion Joint Manufacturers Association, Inc. 25 North Broadway Tarrytown, NY 10591 www.ejma.org	914/332-0040

EPA	Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, DC 20460 www.epa.gov	202/272-0167
FCICA	Floor Covering Installation Contractors Association 800 Roosevelt Rd., Bldg. C, Suite 312 Glen Ellyn, IL 60137 www.fcica.com	630/672-3702
FGIA	Fenestration and Glazing Industry Alliance 1900 E Golf Rd, Suite 1250 Schaumburg, IL 60173 https://fgiaonline.org/	847/303-5664
FM Global	Factory Mutual Insurance Company Amy Daley Global Practice Leader – Education, Public Entities, Health Care FM Global 270 Central Avenue Johnston, RI 02919-4949 www.fmglobal.com	401/275-3000 401/275-3029
FS	General Services Administration (GSA) Index of Federal Specifications, Standards and Commercial Item Descriptions 470 East L'Enfant Plaza, SW, Suite 8100 Washington, DC 20407 www.gsa.gov	202/619-8925
GA	The Gypsum Association 962 Wayne Ave., Suite 620 Silver Spring, MD 20910 www.gypsum.org	301/277-8686
HMA	Hardwood Manufacturers Association One Williamsburg Place, Suite 108 Warrendale, PA 15086 http://hmamembers.org	412/244-0440

IAPMO	International Association of Plumbing and Mechanical Officials (formerly the Western Plumbing Officials Association) 4755 E. Philadelphia St. Ontario, CA 91761 www.iapmo.org	909/472-4100
ICC	International Code Council 500 New Jersey Avenue, NW, 6th Floor Washington, DC 20001 www.iccsafe.org	888/422-7233
IEEE	Institute of Electrical and Electronics Engineers 3 Park Avenue, 17th Floor New York, NY 10016-5997 www.ieee.org	212/419-7900
IES	Illuminating Engineering Society 120 Wall Street, Floor 17 New York, NY 10005-4001 www.ies.org	212/248-5000
ITRK	Intertek Testing Services 3933 US Route 11 Cortland, NY 13045 www.intertek.com	607/753-6711
MCAA	Mechanical Contractors Association of America 1385 Piccard Drive Rockville, MD 20850 www.mcaa.org	301/869-5800
MMPA (formerly WMMPA)	Moulding & Millwork Producers Association (formerly Wood Moulding & Millwork Producers Association) 507 First Street Woodland, CA 95695 www.wmmpa.com	530/661-9591 800/550-7889
MSS	Manufacturers Standardization Society (MSS) of the Valve and Fittings Industry, Inc. 127 Park Street, NE Vienna, VA 22180-4602 http://mss-hq.org	703/281-6613
NAAMM	National Association of Architectural Metal Manufacturers 800 Roosevelt Rd. Bldg. C, Suite 312 Glen Ellyn, IL 60137 www.naamm.org	630/942-6591

NAIMA	North American Insulation Manufacturers Association P.O. Box 1906 Alexandria, VA 22313 https://insulationinstitute.org/	703/684-0084
NALP	National Association of Landscape Professionals (formerly Professional Landcare Network) 12500 Fair Lakes Circle, Suite 200 Fairfax, VA 22033 https://www.landscapeprofessionals.org/	703/736-9666
NAPA	National Asphalt Pavement Association 6406 Ivy Lane, Suite 350 Greenbelt, MD 20770-1441 www.asphaltpavement.org	888/468-6499 301/731-4748
NCSPA	National Corrugated Steel Pipe Association 14070 Proton Road, Suite 100 Dallas, TX 75244 www.ncspa.org	972/850-1907
NCMA	National Concrete Masonry Association 13750 Sunrise Valley Drive Herndon, VA 20171-4662 www.ncma.org	703/713-1900
NEBB	National Environmental Balancing Bureau 8575 Grovemont Circle Gaithersburg, MD 20877 www.nebb.org	301/977-3698
NECA	National Electrical Contractors Association 1201 Pennsylvania Ave. NW Washington, D.C., 20004 www.necanet.org	202/991-6300
NEMA	National Electrical Manufacturers Association 1300 North 17th Street N, Suite 900 Rosslyn, VA 22209 www.nema.org	703/841-3200
NEII	National Elevator Industry, Inc. 5537 SW Urish Road Topeka, KS 66610 https://nationalelevatorindustry.org/	703/589-9985
NFPA	National Fire Protection Association 1 Batterymarch Park Quincy, MA 02169-7471 www.nfpa.org	800/344-3555 855/274-8525

NGA (formerly GANA)	National Glass Association (merged with Glass Association of North America) 1945 Old Gallows Road Suite 750 Vienna, VA 22182 www.glass.org	866/342-5642 Ext 127
NHLA	National Hardwood Lumber Association PO Box 34518 Memphis, TN 38184 www.nhla.com	901/377-1818
NIA	National Insulation Association 516 Herndon Pkwy., Ste. D Herndon, VA 20170 www.insulation.org	703/464-6422
NRCA	National Roofing Contractors Association 10255 W. Higgins Road, Suite 600 Rosemont, IL 60018-5607 www.nrca.net	847/299-9070
NSF	NSF International 789 N. Dixboro Road Ann Arbor, MI 48113-0140 www.nsf.org	800/673-6275 734/769-8010
NSI	Natural Stone Institute (formerly Marble Institute of America) 380 E. Lorain St. Oberlin, OH 44074 https://www.naturalstoneinstitute.org/	440/250-9222
NTMA	National Terrazzo and Mosaic Association 209 N. Crockett Street, Suite 2 PO Box 2605 Fredericksburg, TX 78624 www.ntma.com	800/323-9736
OSHA	Occupational Safety and Health Act U.S. Department of Labor Occupational Safety & Health Administration 200 Constitution Ave., NW Washington, DC 20210 www.osha.gov	800/321-OSHA (6742)

PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 or 200 Massachusetts Ave NW, Suite 200 Washington, DC 20001 www.cement.org	847/966-6200 202/408-9494
PCA	Painting Contractors Association (formerly Painting and Decorating Contractors of America) 2316 Millpark Drive Maryland Heights, MO 63043 https://www.pcapainted.org/	800/322-7322
PCI	Precast/Prestressed Concrete Institute 8770 W. Bryn Mawr Ave., Suite 1150 Chicago, IL 60631 www.pci.org	312/786-0300
PDI	Plumbing & Drainage Institute 800 Turnpike Street, Suite 300 North Andover, MA 01845 http://pdionline.org	978/557-0720 800/589-8956
PEI	Porcelain Enamel Institute, Inc. P.O. Box 920220 Norcross, GA 30010 www.porcelainenamel.com	770/676-9366
PG&E	Pacific Gas & Electric Company P.O. Box 997300 Sacramento, CA 95899-7300 www.pge.com	800/743-5000
PLIB	Pacific Lumber Inspection Bureau (formerly West Coast Lumber Inspection Bureau) 1010 South 336th Street, Suite 210 Federal Way, WA 98003-7394 https://www.plib.org/	253/835-3344
RFCI	Resilient Floor Covering Institute 115 Broad Street, Suite 201 La Grange, GA 30240 www.rfci.com	706/882-3833
SDI	Steel Deck Institute P.O. Box 426 Glenshaw, PA 15116 www.sdi.org	412/487-3325

SDI	Steel Door Institute 30200 Detroit Road Westlake, OH 44145 www.steeldoor.org	440/899-0010
SJI	Steel Joist Institute 140 West Evans Street, Suite 203 Florence, SC 29501 http://steeljoist.org	843/407-4091
SMA	Stucco Manufacturers Association 5753 E Santa Ana Cyn Rd, #G-156 Anaheim, CA 92807 www.stuccomfgassoc.com	714/473-9579
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association 4201 Lafayette Center Drive Chantilly, VA 20151-1219 www.smacna.org	703/803-2980
SPI	SPI: The Plastics Industry Trade Association, Inc. 1425 K St. NW, Suite 500 Washington, DC 20005 www.plasticsindustry.org	202/974-5200
TCA	The Tile Council of North America 100 Clemson Research Blvd. Anderson, SC 29625 www.tcnatile.com	864/646-8453
TPI	Truss Plate Institute 2670 Crain Highway, Suite 203 Waldorf, MD 20601 www.tpinst.org	240/587-5582
TPI	Turfgrass Producers International 444 E. Roosevelt Road #346 Lombard, IL 60148 www.turfgrasssod.org	800/405-8873 847/649-5555
TCIA	Tree Care Industry Association (formerly the National Arborist Association) 670 N Commercial Street, Suite 201 Manchester, NH 03101 www.tcia.org	603/314-5380 800/733-2622

TVI	The Vermiculite Institute c/o The Schundler Company 10 Central Street Nahant, MA 01908 www.vermiculiteinstitute.org	732/287-2244
UL	Underwriters Laboratories Inc. 333 Pfingsten Road Northbrook, IL 60062-2096 www.ul.com	847/272-8800 877/854-3577
UNI	Uni-Bell PVC Pipe Association 201 E. John Carpenter Freeway, Suite 750 Irving, TX 75062 www.uni-bell.org	972/243-3902
USDA	U.S. Department of Agriculture 1400 Independence Ave., S.W. Washington, DC 20250 www.usda.gov	202/720-2791
WA	Wallcoverings Association 35 E Wacker Dr., Suite 850 Chicago, IL 60601 www.wallcoverings.org	312/224-2574
WCMA	Window Covering Manufacturers Association 355 Lexington Avenue 15th Floor New York, NY 10017 www.wcmanet.org	212/297-2122
WDMA	Window & Door Manufacturers Association 2001 K Street NW, 3rd Floor North Washington, D.C. 20006 www.wdma.com	202/367-1157
WI	Woodwork Institute 1455 Response Road, Suite 110 Sacramento, CA 95815 www.wicnet.org	916/372-9943
WRI	Wire Reinforcement Institute 942 Main Street, Suite 300 Hartford, CT 06103 www.wirereinforcementinstitute.org	860/240-9545
WWCA	Western Wall & Ceiling Contractors Association 1910 N. Lime St. Orange, CA 92865 www.wwcca.org	714/221-5520

WWPA	Western Wood Products Association (formerly Redwood Inspection Service) 1500 SW First Ave., Suite 870 Portland, OR 97201 www.wwpa.org	503/224-3930
------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------

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

QUALITY CONTROL

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, Uncovering of Work and Non-conforming of Work and Correction of Work;
- B. Special Conditions.

1.02 RELATED CODES:

- A. The Work is governed by requirements of Title 24, California Code of Regulations ("CCR"), and the Contractor shall keep a copy of these available at the job Site for ready reference during construction.
- B. The Division of the State Architect ("DSA") shall be notified at or before the start of construction.

1.03 OBSERVATION AND SUPERVISION:

- A. The District and Architect or their appointed representatives will review the Work and the Contractor shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect and any consulting Structural Engineer will be in accordance with applicable regulations, including, without limitation, CCR, Part 1, Title 24, Section 4-341.
- B. One or more Project Inspector(s) approved by DSA and employed by or in contract with the District, referred to hereinafter as the "Project Inspector", will observe the work in accordance with CCR, Part 1, Title 24, Sections 4-333(b) and 4-342:
 - (1) The Project Inspector and Special Inspector(s) shall have access to the Work wherever it is in preparation or progress for ascertaining that the Work is in accordance with the Contract Documents and all applicable code sections. The Contractor shall provide facilities and operation of equipment as needed, and access as required and shall provide assistance for sampling or measuring materials.
 - (2) The Project Inspector will notify the District and Architect and call the attention of the Contractor to any observed failure of Work or material to conform to Contract Documents.
 - (3) The Project Inspector shall observe and monitor all testing and inspection activities required.

The Contractor shall conform with all applicable laws as indicated in the Contract Documents, including, without limitation, to CCR, Part 1, Title 24, Section 4-343. The Contractor shall supervise and direct the Work and maintain a competent superintendent on the job who is authorized to act in all matters pertaining to the Work. The Contractor's superintendent shall also inspect all materials, as they arrive, for compliance with the Contract Documents. Contractor shall reject defective Work or materials immediately upon delivery or failure of the Work or material to comply with the Contract Documents. The Contractor shall submit verified reports as indicated in the Contract Documents, including, without limitation, the Specifications and as required by Part 1, Title 24, Section 4-336.

1.04 TESTING AGENCIES:

- A. Testing agencies and tests shall be in conformance with the General Documents and the requirements of Part 1, Title 24, Section 4- 335.
- B. Testing and inspection in connection with earthwork shall be under the direction of the District's consulting soils engineer, if any, referred to hereinafter as the "Soils Engineer."
- C. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory, referred to hereinafter as the "Testing Laboratory." The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by or in contract with the District.

1.05 TESTS AND INSPECTIONS:

- A. The Contractor shall be responsible for notifying the District and Project Inspector of all required tests and inspections. Contractor shall notify the District and Project Inspector at least seventy-two hours (72) hours in advance of performing any Work requiring testing or inspection.
- B. The Contractor shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.
- C. The District will pay for first inspections and tests required by the "CCR", and other inspections or tests that the District and/or the Architect may direct to have made, including the following principal items:
 - (1) Tests and observations for earthwork and paving.
 - (2) Tests for concrete mix designs, including tests of trial batches.
 - (3) Tests and inspections for structural steel work.
 - (4) Field tests for framing lumber moisture content.
 - (5) Additional tests directed by the District that establish that materials and installation comply with the Contract Documents.
 - (6) Tests and observations of welding and expansion anchors.

- D. The District may at its discretion, pay and then back charge the Contractor for:
 - (1) Retests or reinspections, if required, and tests or inspections required due to Contractor error or lack of required identifications of material.
 - (2) Uncovering of work in accordance with Contract Documents.
 - (3) Testing done on weekends, holidays, and overtime will be chargeable to the Contractor for the overtime portion.
 - (4) Testing done off Site.

- E. Testing and inspection reports and certifications:
 - (1) If initially received by Contractor, Contractor shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification.
 - (a) The District;
 - (b) The Construction Manager, if any;
 - (c) The Architect;
 - (d) The Consulting Engineer, if any;
 - (e) Other engineers on the Project, as appropriate;
 - (f) The Project Inspector; and
 - (g) The Contractor.

 - (2) When the test or inspection is one required by the CCR, a copy of the report shall also be provided to the DSA.

PART 2 - PRODUCTS

2.01 TYPE OF TESTS AND INSPECTIONS

- A. Testing and inspection shall be in accordance with DSA Form 103 (or current version)

- B. Slump Test
ASTM C 143

- C. Concrete Tests

Testing agency shall test concrete used in the work per the following paragraphs:

- (1) Compressive Strength:

- (a) Minimum number of tests required: One (1) set of three (3) cylinders for each 100 cubic yards (Sec. 2604(h) 01) of concrete or major fraction thereof, placed in one (1) day. See Title 24, Section 2605(g).
- (b) Two cylinders of each set shall be tested at twenty-eight (28) days. One (1) cylinder shall be held in reserve and tested only when directed by the Architect or District.
- (c) Concrete shall test the minimum ultimate compressive strength in twenty-eight 28 days, as specified on the structural drawings.
- (d) In the event that the twenty-eight (28) day test falls below the minimum specified strength, the effective concrete in place shall be tested by taking cores in accordance with UBC Standard No. 26-13 and tested as required for cylinders.
- (e) In the event that the test on core specimens falls below the minimum specified strength, the concrete will be deemed defective and shall be removed and replaced upon such direction of the Architect, and in a manner acceptable to the Division of the State Architect.

D. Reinforcing, Steel

E. Structural Steel Per Title 24 and as noted:

- (1) Material: Steel per Table in Title 24, Section 2712.
- (2) Qualification of Welders (UBC Std. 27-6).
- (3) Shop fabrication (Section 2712(d). Structural steel only).
- (4) Shop and field welding (Section 2712(e)).

PART 3 - EXECUTION Not Used.

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.

Commented [A1]: District may indicate specific frequency for project or refer to Document 01 50 13, Construction Waste Management and Disposal

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.

Commented [A2]: Optional: identify a different location on campus that contractor may use for office area.

I. Temporary Facilities:

- (1)

Commented [A3]: List for each project

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

CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

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; and
- C. Temporary Facilities and Controls.

1.02 SECTION INCLUDES:

- A. Administrative and procedural requirements for the following:
 - (1) Salvaging non-hazardous construction waste.
 - (2) Recycling non-hazardous construction waste.
 - (3) Disposing of non-hazardous construction waste.

1.03 DEFINITIONS:

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.04 PERFORMANCE REQUIREMENTS:

- A. General: Develop waste management plan that results in end-of Project rates for salvage/recycling of sixty-five percent (65%) by weight (or by volume, but not a combination) of total waste generated by the Work.

1.05 SUBMITTALS:

- A. Waste Management Plan: Submit waste management plan within 30 days of date established for commencement of the Work.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit copies of report. Include the following information:
 - (1) Material category.
 - (2) Generation point of waste.
 - (3) Total quantity of waste in tons or cubic yards.
 - (4) Quantity of waste salvaged, both estimated and actual in tons or cubic yards.
 - (5) Quantity of waste recycled, both estimated and actual in tons or cubic yards.
 - (6) Total quantity of waste recovered (salvaged plus recycled) in tons or cubic yards.
 - (7) Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- C. Waste Reduction Calculations: Before request for final payment, submit copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

- H. CHPS Submittal: CHPS letter template for Credit ME2.0 and ME2.1, signed by Contractor, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met.
- I. Qualification Data: For Waste Management Coordinator.
- J. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- K. Submittal procedures and quantities are specified in Document 01 33 00.

Commented [A1]: Delete if not applicable

1.06 QUALITY ASSURANCE:

- A. Waste Management Coordinator Qualifications: LEED Accredited Professional by U.S. Green Building Council.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements. Review methods and procedures related to waste management including, but not limited to, the following:
 - (1) Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - (2) Review requirements for documenting quantities of each type of waste and its disposition.
 - (3) Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - (4) Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - (5) Review waste management requirements for each trade.

1.07 WASTE MANAGEMENT PLAN:

- A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Indicate quantities by weight or volume, but use same units of measurement throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.

- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
- (1) Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - (2) Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - (3) Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - (4) Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - (5) Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
 - (6) Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION

3.01 PLAN IMPLEMENTATION:

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- (1) Comply with Document 01 50 00 for operation, termination, and removal requirements.
- B. **[Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.]**
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.

- (1) Distribute waste management plan to everyone concerned within 3 days of submittal return.
 - (2) Distribute waste management plan to entities when they first begin work on site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- (1) Designate and label specific areas of Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - (2) Comply with Document 01 50 00 for controlling dust and dirt, environmental protection, and noise control.

3.02 RECYCLING CONSTRUCTION WASTE:

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to the Contractor.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
- (1) Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project Site. Include list of acceptable and unacceptable materials at each container and bin.
 - (a) Inspect containers and bins for contamination and remove contaminated materials if found.
 - (2) Stockpile processed materials on site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - (3) Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - (4) Store components off the ground and protect from the weather.
 - (5) Remove recyclable waste off District property and transport to recycling receiver or processor.

- D. Packaging:
 - (1) Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
 - (2) Polystyrene Packaging: Separate and bag material.
 - (3) Pallets: As much as possible, require deliveries using pallets to remove pallets from Project Site. For pallets that remain on Site, break down pallets into component wood pieces and comply with requirements for recycling wood.
 - (4) Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- E. Site-Clearing Wastes: Chip brush, branches, and trees on site.
- F. Wood Materials:
 - (1) Clean Cut-Offs of Lumber: Grind or chip into small pieces.
 - (2) Clean Sawdust: Bag sawdust that does not contain painted or treated wood.
- G. Gypsum Board: Stack large clean pieces on wood pallets and store in a dry location.
 - (1) Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

3.03 DISPOSAL OF WASTE:

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project Site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - (1) Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on site.
 - (2) Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Transport waste materials off District property and legally dispose of them.

END OF DOCUMENT

FIELD OFFICES

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; and
- C. Temporary Facilities and Controls.

1.02 SECTION INCLUDES:

- A. Requirements for Field Offices and Field Office Trailers.

1.03 SUMMARY:

- A. General: Contractor shall provide District's Field Office Trailer and contents, for District's use exclusively, during the term of the Contract.
- B. Property: Trailer, furniture, furnishings, equipment, and the like, supplied by the Contractor with the Office Trailer shall remain the property of the Contractor; District property items installed, delivered, and the like by District within the Office Trailer will remain District's property.
- C. Modifications: District reserves the right to modify the trailer or contents, or both, as may be deemed proper by District.
- D. Condition: Trailer and contents shall be clean, neat, substantially finished, in good, proper, and safe condition for use, operation, and the like; the trailer and contents shall not be required to be new.
- E. Installation Timing: Provide safe, fully furnished, functional, proper, complete, and finished trailer properly ready for entire use, within fourteen (14) calendar days of District's notification of the issuance of Notice to Proceed.

1.04 SUBMITTALS:

- A. General: Submit submittals to District in quantity, format, type, and the like, as specified herein.
- B. Office Trailer Data: One (1) copy of manufacturer's descriptive data, technical descriptions, regulatory compliance, industry standards, installation, removal, and maintenance instructions.

- C. Equipment Data: Two (2) copies of manufacturer data for each type of equipment, if directed by District.
- D. Furniture and Furnishings Data: Two (2) copies of manufacturer data for each type of equipment, if directed by District.
- E. Plans: One (1) reproducible copy of appropriately scaled plans of trailer layout. Plans shall include, but not be limited to: lighting; furniture; equipment; telephone and electrical outlets; and the like.
- F. Product Samples: One (1) complete and entire unit of each type, if directed by District.

1.05 QUALITY ASSURANCE

- A. Standards: In the event that provisions of codes, regulations, safety orders, Contract Documents, referenced manufacturer's specifications, manufacturer's instructions, industry standards, and the like, are in conflict, the more restrictive and higher quality shall govern.
- B. Installer: Installer or Installers engaged by Contractor must have a minimum of five (5) years of documented and properly authenticated successful experience of specialization in the installation of the items or systems, or both, specified herein.
- C. Manufacturer: Contractor shall obtain products from nationally and industry recognized Manufacturer with five (5) years minimum, of immediately recent, continuous, documented and properly authenticated successful experience of specialization in the manufacture of the product specified herein.
- D. State Personnel Training: Provide proper training for maintenance and operations, including emergency procedures, and the like, as directed by District.
- E. Units: Shall be sound and free of defects, and shall not include any damage or defect that will impair the safety, installation, performance, or the durability of the entire Office Trailer and appurtenant systems.

1.06 REGULATORY REQUIREMENTS

- A. General: Work shall be executed in accordance with applicable Codes, Regulations, Statutes, Enactments, Rulings, Laws, each authority having jurisdiction, and including, but not limited to, Regulatory Requirements specified herein.
- B. California Building Standards Code ("CBSC").
- C. California Code of Regulations, Title 25, Chapter 3, Sub Chapter 2, Article 3 ("CCR").
- D. Coach Insignia: Trailer shall display California Commercial Coach Insignia; such insignia shall be deemed to show that the trailer is in accordance with the Construction and Fire Safety requirements of CCR.

PART 2 – PRODUCTS

2.01 FIELD OFFICE TRAILER

- A. General: Provide entire Field Office Trailer of type, function, operation, capacity, size, complete with controls, safety devices, accessories, and the like, for proper and durable installation. Partitions, walls, ceiling, and other interior and exterior surfaces shall be appropriately finished, including, but not limited to, trim, painting, wall base, floor covering, suspended or similar ceiling, and the like; provide systems, components, units, nuts, bolts, screws, anchoring devices, fastening devices, washers, accessories, adhesives, sealants, and other items of type, grade, and class required for the particular use, not identified but required for a complete, weather-tight, appropriately operating, and finished installation.
- B. Manufacturers: General Electric Capital Modular Space; The Space Place, Inc.; or equal.
- C. Program: Provide a wheel-mounted trailer with stairs, landings, platforms, ramps, and the like, in good, proper, safe, clean, and properly finished condition; with proper heavy duty locks, and other proper and effective security at all doors, windows, and the like. Trailer shall be maintained in good, proper, safe, clean, and properly finished condition during the Contract.
- (1) Nominal Trailer Size: Four hundred eighty (480) square feet, minimum.
 - (2) Stairs, Platform: Properly finished stairs, platforms, and ramps.
 - (3) Doors: Two (2), three (3) foot wide exterior doors with locksets; finished ramp, steps, and entry platform at each exterior door.
 - (4) Keys: Submit five (5) keys for each door, window, furniture unit, and the like. There shall be no other key copies or originals available; each key shall be identified for District; and shall be labeled, or tagged or both, as directed by District.
 - (5) HVAC:
 - (6) Lighting: Sixty-five (65) foot-candles illumination minimum at any point, at thirty (30) inches above finished floor throughout from fluorescent light source, exclusively, or as directed by District.
 - (7) Electrical Outlets: One (1) duplex outlet evenly spaced every twelve (12) linear horizontal feet of wall face, and electrical service ready for use.
 - (8) Telephones and Telephone Outlets: Two (2) telephone lines wired, connected to telephone utility service, and ready for use, and two (2) telephone instruments, each with two (2)-line capability, speed dial and hands-free feature. Locate each outlet as directed by District.

- (9) Voicemail Messaging System or Answering Machine: One (1) unit, two (2)-line; digital.

2.02 FIELD OFFICE TRAILER ITEMS

- A. General: Provide the Field Office Trailer with the following arranged into two (2) workstations:
 - (1) Desks: Two (2) desks: thirty-six (36) inches by sixty (60) inches; steel, laminated plastic top; locking, one (1) or two (2) file drawers single pedestal; steel; provide five (5) keys to District.
 - (2) Tables: Two (2) tables; thirty-six (36) inches by sixty (60) inches; twenty-nine (29) inches high; steel, laminated plastic top tables; one (1) at each desk.
 - (3) Chairs: Two (2) chairs: swivel; steel; with seat cushion and arms; one (1) at each desk.
 - (4) Waste Baskets: Two (2) waste baskets, one at each desk.
- B. Furniture and Equipment: Provide in the space located to effect efficient and logical use.
 - (1) File cabinet: One (1); four (4) drawer; lateral; steel locking.
 - (2) Plan Table: One (1) plan table: thirty-six (36) inches deep by seventy-two (72) inches wide by forty-two (42) inches high; adjustable; wood or steel; with lockable plan and pencil drawers.
 - (3) Drafting Stool: One (1) drafting stool; swiveling; steel; padded; adjustable; with footrest and casters.
 - (4) Bookshelf: One (1) bookshelf: thirty-six (36) inches deep by seventy-two (72) inches wide by forty-two (42) inches high; adjustable; wood or steel; with lockable plan and pencil drawer.
 - (5) Plan Rack: One (1) wheel mounted plan rack.
 - (6) Waste Baskets: One (1) large waste basket.
 - (7) Coat/Hat Hanger: Wall mounted with minimum capacity for four (4) garments and ten (10) hats.
 - (8) Document Management System: Shall include an integrated high-volume printer, copier, and facsimile machine, including stand, base, and storage cabinet; and shall include the following features:
 - (a) Type: Laser, dry electrostatic transfer, plain paper, digital, multi-function imaging system.
 - (b) Network: Ethernet or Token Ring network ready, Plug-and-Play.

- (c) Print, send/receive facsimile from any connected workstation.
 - (d) Resolution: Six hundred (600) dots per inch by six hundred (600) dots per inch, minimum.
 - (e) Print Speed: Twenty (20) pages per minute, minimum.
 - (f) Copies: Twenty (20) copies per minute, minimum.
 - (g) Document Handler: Forty (40) sheet, minimum
 - (h) Collator: Forty (40) bin, minimum, with stapling.
 - (i) Duplexing: Capable.
 - (j) Paper Size: Capable of handling paper sizes to eleven (11) inches by seventeen (17) inches.
 - (k) Paper Cassettes: One (1) each for eight and one half (8.5) inches by eleven (11) inches, eight and one half (8.5) inches by fourteen (14) inches, and eleven (11) inches by seventeen (17) inches paper sizes; minimum two hundred fifty (250) sheets per cassette.
 - (l) Reduction/Enlargement: Capable of reduction to twenty-five percent (25%) and enlargement to two hundred percent (200%).
 - (m) Facsimile Electronic Storage: Capable of storing minimum of fifty (50) speed dial numbers, group faxing and broadcast faxing.
 - (n) Facsimile Scanning: Capable of scanning into memory a minimum of one hundred (100) pages with maximum scan time of three (3) seconds per page.
 - (o) Halftone: Sixty-four (64) levels.
 - (p) Redial: Automatic and Manual.
- (9) Maintenance: Contractor shall purchase service agreements for each unit of equipment for the duration of the project plus two (2) months, and shall maintain all equipment in proper working condition. Service agreements shall include provision for replacement of toner cartridges and other items required to effect proper unit use. Service agreements shall also provide for:
- (a) Unlimited Service Calls.
 - (b) Same Day Response.
 - (c) All parts, labor, preventative maintenance and mileage.

- (d) All chemicals, such as toner, fixing agent, and the like.
 - (e) System training and setup.
- (10) Portable Toilets: Two (2); each shall include a urinal; each unit shall be a properly enclosed chemical unit conforming to ANSI Z4.3.
- (a) Location: As directed by District.
 - (b) Maintenance: Maintain each unit and surrounding areas in a clean, hygienic and orderly manner, at all time. Empty, clean, and sanitize each unit each day at a location and time as directed by District.
 - (c) Removal: Relocate, or remove from the site, each Portable Toilet. Upon such directive by District, the Contractor shall forthwith relocate or remove each Portable Toilet and submit the affected areas to a condition which existed prior to the installation of each Portable Toilet, within three (3) calendar days, or as directed by District in writing, at no cost to District.

2.03 UTILITY AND SERVICES

- A. Telephone Service: Contractor shall provide and interface the entire telephone service, and shall properly and timely pay for telephone service for District's non-long-distance use.
- B. Electrical Service: Provide all proper connections and continuously pay for service for the duration of the Work.

2.04 FINISHES

- A. General: Manufacturer standard finish system over surfaces properly cleaned, pretreated, and prepared to obtain proper bond; all visible surfaces shall be coated.
- B. Finish: Color as selected by District from manufacturer standard palette.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. General: Properly prepare area and affected items to receive the Work. Set Work accurately in location, alignment, and elevation; rigidly, securely, and firmly anchor to appropriate structure; install plumb, straight, square, level, true, without racking, rigidly anchored to proper solid blocking, substrate, and the like; provide appropriate type and quantity of reinforcements, fasteners, adhesives, self-adhesive and other tapes; lubricants, coatings, accessories, and the like, as required for a complete, structurally rigid, stable, sound, and appropriately finished installation, in accordance with manufacturer's published instructions, and as indicated. The more restrictive and higher quality requirement shall govern. Moving parts shall be properly secured, without binding, looseness, noise, and the like.

- B. Installation: Install in accordance with 25 CCR 3.2.3 and as directed by District; jack up trailer and level both ways; mount on proper concrete piers with all load off wheels; provide required tie down and accessories per Section 4368 of referenced CCR, and as directed by District.
- C. Rejected Work: Work, materials, unit, items, systems, and the like, not accepted by District shall be deemed rejected, and shall forthwith be removed and replaced with proper and new Work, materials, unit, items, systems, and the like at no cost to District.
- D. Standard: Comply with manufacturer's published instructions, or with instructions as shown or indicated; the more restrictive and higher quality requirement shall govern.
- E. Location: As directed by District.
- F. Fire Resistance: Construct and install in accordance with UL requirements.
- G. Maintenance: Contractor shall maintain trailer and adjacent areas in a safe, clean and hygienic condition throughout the duration of the Work, and as directed by District. Properly repair or replace furniture or other items, as directed by District. Properly remove unsafe, damaged, or broken furniture, or similar items, and replace with safe and proper items. Contractor shall pay cost of all services, repair, and maintenance, or replacement of each item.
- H. Janitorial Service: Provide professional janitorial services, including, but not limited to, trash, waste paper baskets, fill paper dispensers; clean and dust all furniture, files, and the like; sweep and mop resilient and similar flooring; and vacuum carpeting and similar flooring.
 - (1) Frequency: Two (2) times per week, minimum.
- I. Removal: Properly remove the Office Trailer and contents from the Site upon completion of the Contract, or as directed by District in writing. Forthwith properly patch and repair affected areas; replace damaged items with new items. Carefully and properly inventory, clean, pack, store, and protect District property; submit District property to District at a date, time and location as directed by District.

END OF DOCUMENT

OWNER-FURNISHED PRODUCTS

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; and
- C. Materials and Equipment.

1.02 SECTION INCLUDES

- A. Requirements for the following:
 - (1) Installing Owner-furnished materials and equipment.
 - (2) Providing necessary utilities, connections and rough-ins.

1.03 DEFINITIONS

- A. Owner: District, who is providing/furnishing materials and equipment.
- B. Installing Contactor: Contractor, who is installing the materials and equipment furnished by the Owner.

1.04 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Receive, store and handle products in accordance with the manufacturer's instructions.
- B. Protect equipment items as required to prevent damage during storage and construction.

PART 2 – PRODUCTS

2.01 GENERAL PRODUCT REQUIREMENTS

- A. Installing Contractor's Responsibilities:
 - (1) Verify mounting and utility requirements for Owner-furnished materials and equipment items.
 - (2) Provide mounting and utility rough in for all items where required.

- (a) Rough in locations, sizes, capacities, and similar type items shall be as indicated and required by product manufacturer.

B. Owner and Installing Contractor(s) Responsibilities:

- (1) Owner-Furnished/Contractor Installed ("OFICI"): Furnished by the Owner; installed by the Installing Contractor.
 - (a) General: Owner and Installing Contractor(s) will coordinate deliveries of materials and equipment to coincide with the construction schedule.
 - (b) Owner will furnish specified materials and equipment delivered to the site. Owner/vendor's representative shall be present on Site at the time of delivery to comply with the contract requirements and Specifications Section 01 43 00, Materials and Equipment, Article 1.04.
 - (c) The Owner furnishing specified materials and equipment is responsible to provide manufacturer guarantees as required by the Contract to the Installing Contractor.
 - (d) The Installing Contractor shall:
 - 1) Review, verify and accept the approved manufacturer's submittal/Shop Drawings for all materials and equipment required to be installed by the Installer Contractor and furnished by the Owner. Any discrepancies, including but not limited to possible space conflicts, should be brought to the attention of the Project Manager and/or Program Manager, if applicable.
 - 2) Coordinate timely delivery. Installing Contractor shall receive materials and equipment at Site when delivered and give written receipt at time of delivery, noting visible defects or omissions; if such declaration is not given, the Installing Contractor shall assume responsibility for such defects and omissions.
 - 3) Store materials and equipment until ready for installation and protect from loss and damage. Installing Contractor is responsible for providing adequate storage space.
 - 4) Coordinate with other bid package contractors and field measurement to ensure complete installation.
 - 5) Uncrate, assemble, and set in place.
 - 6) Provide adequate supports.
 - 7) Install materials and equipment in accordance with manufacturer's recommendations, instructions, and

Commented [A1]: Delete if not used.

Shop Drawings, supply labor and material required, and make mechanical, plumbing, and electrical connections required to operate equipment.

- 8) Be certified by equipment manufacturer for installation of the specific equipment supplied by the Owner.
 - 9) Provide anchorage and/or bracing as required for seismic restraint per Title 24, UBC Standard 27-11 and all other applicable codes.
 - 10) Provide the contract-required warranty and guarantee for all work, materials and equipment, and installation upon its completion and acceptance by the District. Guarantee includes all costs associated with the removal, shipping to and from the Site, and re-installation of any equipment found to be defective.
- C. Compatibility with Space and Service Requirements:
- (1) Equipment items shall be compatible with space limitations indicated and as shown on the Contract Documents and specified in other sections of the Specifications.
 - (2) Modifications to equipment items required to conform to space limitations specified for rough in shall not cause additional cost to the District.
- D. Manufacturer's printed descriptions, specifications, and instructions shall govern the Work unless specifically indicated or specified otherwise.

2.02 FURNISHED MATERIALS AND EQUIPMENT

- A. All furnished materials and equipment are indicated or scheduled on the Contract Documents.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Install equipment items in accordance with the manufacturer's instructions.
- B. Set equipment items securely in place, rigidly or flexibly mounted in accordance with manufacturers' directions.
- C. Make electrical and mechanical connections as indicated and required.
- D. Touch-up and restore damaged or defaced finishes to the Owner's satisfaction.

3.02 CLEANING AND PROTECTION

- A. Repair or replace items not acceptable to the Architect or Owner.

- B. Upon completion of installation, clean equipment items in accordance with manufacturer's recommendations, and protect from damage until final acceptance of the Work by the Owner.

END OF DOCUMENT

SECTION 01 66 00

PRODUCT DELIVERY, STORAGE AND HANDLING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Access, Conditions and Requirements;
- B. Special Conditions.

1.02 PRODUCTS

- A. Products are as defined in the General Conditions.
- B. Contractor shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.
- C. Contractor shall provide interchangeable components of the same manufacturer, for similar components.

1.03 TRANSPORTATION AND HANDLING

- A. Contractor shall transport and handle Products in accordance with manufacturer's instructions.
- B. Contractor shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.
- C. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.04 STORAGE AND PROTECTION

- A. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated Products, Contractor shall place on sloped supports, above ground.
- C. Contractor shall provide off-site storage and protection when Site does not permit on-site storage or protection.

- D. Contractor shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.
- E. Contractor shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.
- F. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- G. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION Not Used.

END OF DOCUMENT

FIELD ENGINEERING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- A. General Conditions, including, without limitation, Site Investigation, and Soils Investigation Report;
- B. Special Conditions;
- C. Site-Visit Certification.

1.02 REQUIREMENTS INCLUDED:

- A. Contractor shall provide and pay for field engineering services by a California-registered engineer, required for the project, including, without limitations:
 - (1) Survey work required in execution of the Project.
 - (2) Civil or other professional engineering services specified, or required to execute Contractor's construction methods.

1.03 QUALIFICATIONS OF SURVEYOR OR ENGINEERS:

Contractor shall only use a qualified licensed engineer or registered land surveyor, to whom District makes no objection.

1.04 SURVEY REFERENCE POINTS:

- A. Existing basic horizontal and vertical control points for the Project are those designated on the Drawings.
- B. Contractor shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition Contractor shall:
 - (1) Make no changes or relocation without prior written notice to District and Architect.
 - (2) Report to District and Architect when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
 - (3) Require surveyor to replace Project control points based on original survey control that may be lost or destroyed.

1.05 RECORDS:

Contractor shall maintain a complete, accurate log of all control and survey work as it progresses.

1.06 SUBMITTALS:

- A. Contractor shall submit name and address of Surveyor and Professional Engineer to District and Architect prior to its/their work on the Project.
- B. On request of District and Architect, Contractor shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.
- C. Contractor shall submit a certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

PART 2 – PRODUCTS Not Used.

PART 3 - EXECUTION

3.01 COMPLIANCE WITH LAWS:

Contractor is responsible for meeting all applicable codes, OSHA, safety and shoring requirements.

3.02 NONCONFORMING WORK:

Contractor is responsible for any re-surveying required by correction of nonconforming work.

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

ALTERATION PROJECT PROCEDURES

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, Integration of Work, Purchase of Materials and Equipment, Uncovering of Work and Non-conforming Work and Correction of Work and Trenches;
- B. Special Conditions.

PART 2 - PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK:

- A. New Materials: As specified in the Contract Documents including, without limitation, in the Specifications, Contractor shall match existing products, conditions, and work for patching and extending work.
- B. Type and Quality of Existing Products: Contractor shall determine by inspection, by testing products where necessary, by referring to existing conditions and to the Work as a standard.

PART 3 - EXECUTION

3.01 EXAMINATION:

- A. Contractor shall verify that demolition is complete and that areas are ready for installation of new Work.
- B. By beginning restoration Work, Contractor acknowledges and accepts the existing conditions.

3.02 PREPARATION:

- A. Contractor shall cut, move, or remove items as necessary for access to alterations and renovation Work. Contractor shall replace and restore these at completion.
- B. Contractor shall remove unsuitable material not as salvage unless otherwise indicated in the Contract Documents. Unsuitable material may include, without limitation, rotted wood, corroded metals, and deteriorated masonry and concrete. Contractor shall replace materials as specified for finished Work.

- C. Contractor shall remove debris and abandoned items from all areas of the Site and from concealed spaces.
- D. Contractor shall prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.
- E. Contractor shall close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Contractor shall insulate ductwork and piping to prevent condensation in exposed areas. Contractor shall insulate building cavities for thermal and/or acoustical protection, as detailed.

3.03 INSTALLATION:

- A. Contractor shall coordinate Work of all alternations and renovations to expedite completion and to accommodate District occupancy.
- B. Designated Areas and Finishes: Contractor shall complete all installations in all respects, including operational, mechanical work and electrical work.
- C. Contractor shall remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition.
- D. Contractor shall refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat and square or straight transition to adjacent finishes.
- E. Contractor shall install products as specified in the Contract Documents, including without limitation, the Specifications.

3.04 TRANSITIONS:

- A. Where new Work abuts or aligns with existing, Contractor shall perform a smooth and even transition. Patched Work must match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new Work is not possible, Contractor shall terminate existing surface along a straight line at a natural line of division and make a recommendation for resolution to the District and the Architect for review and approval.

3.05 ADJUSTMENTS:

- A. Where removal of partitions or walls results in adjacent spaces becoming one, Contractor shall rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- B. Where a change of plane of 1/4 inch or more occurs, Contractor shall submit a recommendation for providing a smooth transition to the District and the Architect for review and approval.

- C. Contractor shall trim and seal existing wood doors and shall trim and paint metal doors as necessary to clear new floor finish and refinish trim as required.
- D. Contractor shall fit Work at penetrations of surfaces.

3.06 REPAIR OF DAMAGED SURFACES:

- A. Contractor shall patch or replace portions of existing surfaces, which are damaged, lifted, discolored, or showing other imperfections, in the area where the Work is performed.
- B. Contractor shall repair substrate prior to patching finish.

3.07 CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS:

- A. Cultivated or planted areas and other surface improvements which are damaged by actions of the Contractor shall be restored by Contractor to their original condition or better, where indicated.
- B. Contractor shall protect and replace, if damaged, all existing guard posts, barricades, and fences.
- C. Contractor shall give special attention to avoid damaging or killing trees, bushes and/or shrubs on the Premises and/or identified in the Contract Documents, including without limitation, the Drawings.

3.08 FINISHES:

- A. Contractor shall finish surfaces as specified in the Contract Documents, including without limitations, the provisions of all Divisions of the Specifications.
- B. Contractor shall finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, Contractor shall refinish entire surface to nearest intersections.

3.09 CLEANING:

- A. Contractor shall continually clean the Site and the Premises as indicated in the Contract Documents, including without limitation, the provisions in the General Conditions and the Specifications regarding cleaning.

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 DOC

WARRANTIES

- **- GENERAL**

- **RELATED DOCUMENTS AND PROVISIONS**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

1. General Conditions, including, without limitation, Warranty/Guarantee Information;
2. Special Conditions.

- **FORMAT**

3. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two inch maximum ring size.
4. Cover: Contractor shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project.
5. 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.
6. 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).

- **PREPARATION:**

7. 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.
8. Contractor shall verify that documents are in proper form, contain full information, and are notarized, when required.
9. Contractor shall co-execute submittals when required.
10. Contractor shall retain warranties until time specified for submittal.

- **TIME OF SUBMITTALS:**

11. 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.
12. 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.
13. 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.

- **- PRODUCTS Not Used.**

- **- EXECUTION Not Used.**

END OF DOCUMENT

RECORD DOCUMENTS

- **- GENERAL**

- **RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

14. General Conditions, including, without limitation, Documents on Work;
15. Special Conditions.

- **- RECORD DRAWINGS**

- **GENERAL:**

16. As indicated in the Contract Documents, the District will provide Contractor with one set of reproducible, full size original Contract Drawings (mylars).
17. 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.
18. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.
19. 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.
20. 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.

- **RECORD DRAWING INFORMATION:**

21. 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.

22. Contractor shall provide additional drawings as necessary for clarification.
23. Contractor shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."
24. 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.

- **- RECORD SPECIFICATIONS**

- **GENERAL:**

25. Contractor shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.
26. 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.

- **- MAINTENANCE OF RECORD DOCUMENTS**

- **GENERAL**

27. Contractor shall store Record Documents apart from documents used for construction as follows:

9. Provide files and racks for storage of Record Documents.
 10. Maintain Record Documents in a clean, dry, legible condition and in good order.
28. Contractor shall not use Record Documents for construction purposes.
- **– PRODUCTS Not Used.**

END OF DOCUMENT

RECORD DOCUMENTS

- **- GENERAL**

- **RELATED DOCUMENTS AND PROVISIONS:**

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

- 29. General Conditions, including, without limitation, Documents on Work;
- 30. Special Conditions.

- **- RECORD DRAWINGS**

- **GENERAL:**

- 31. As indicated in the Contract Documents, the District will provide Contractor with one set of reproducible, full size original Contract Drawings (mylars).
- 32. 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.
- 33. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.
- 34. 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.
- 35. 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.

- **RECORD DRAWING INFORMATION:**

- 36. Contractor shall record the following information:
 - 11. Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.

12. Actual numbering of each electrical circuit to match panel schedule.
13. Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.
14. Locations of all items, not necessarily concealed, which vary from the Contract Documents.
15. Installed location of all cathodic protection anodes.
16. Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.
17. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stubouts, invert elevations, etc.
18. 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.

37. Contractor shall provide additional drawings as necessary for clarification.
38. Contractor shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."
39. 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.

- **- RECORD SPECIFICATIONS**

- **GENERAL:**

40. Contractor shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment actually installed.
41. 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.

- **- MAINTENANCE OF RECORD DOCUMENTS**

- **GENERAL**

42. Contractor shall store Record Documents apart from documents used for construction as follows:

19. Provide files and racks for storage of Record Documents.
 20. Maintain Record Documents in a clean, dry, legible condition and in good order.
 43. Contractor shall not use Record Documents for construction purposes.
- **– PRODUCTS Not Used.**

END OF DOCUMENT

COMMISSIONING

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:

- General Conditions, including, without limitation, Contractor’s Submittals and Schedules, Drawings and Specifications;
- Special Conditions.
- Submittal Procedures: Procedures for submittal of product data and quality assurance submittals.
- Closeout Procedures: General closeout requirements.
- Sustainable Design Closeout Documentation: Closeout requirements relating to sustainable design certification.
- Appropriate Sections of Divisions 15 and 16 specify closeout and/or commissioning related requirements for specific pieces of equipment or building operating systems.

1.02 SECTION INCLUDES

- A. Equipment and system commissioning, including the following:
 - (1) Completion of commissioning procedures on specific equipment and systems as indicated under “Related Documents and Provisions” above.
 - (2) Verification of operational and functional performance of specific equipment and systems for compliance with the “Design Intent” as described in the “Related Documents and Provisions” indicated above.

1.03 REFERENCES

- A. [ASTM International (ASTM)]:
 - (1) [ASTM X000-00, Title of Standard].
 - (2) [ASTM X000-00, Title of Standard].
- B. [Name of Organization (Organization Acronym)]:
 - (1) [Acronym, Standard or Document Number and Date of Issue, Title of Standard or 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

COMMISSIONING

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.
- C. Submittal Procedures: Procedures for submittal of product data and quality assurance submittals.
- D. Closeout Procedures: General closeout requirements.
- E. Sustainable Design Closeout Documentation: Closeout requirements relating to sustainable design certification.
- F. Appropriate Sections of Divisions 15 and 16 specify closeout and/or commissioning related requirements for specific pieces of equipment or building operating systems.

1.02 SECTION INCLUDES

- A. Equipment and system commissioning, including the following:
 - (1) Completion of commissioning procedures on specific equipment and systems as indicated under “Related Documents and Provisions” above.
 - (2) Verification of operational and functional performance of specific equipment and systems for compliance with the “Design Intent” as described in the “Related Documents and Provisions” indicated above.

1.03 REFERENCES

- A. [ASTM International (ASTM)]:
 - (1) [ASTM X000-00, Title of Standard].
 - (2) [ASTM X000-00, Title of Standard].
- B. [Name of Organization (Organization Acronym)]:
 - (1) [Acronym, Standard or Document Number and Date of Issue, Title of Standard or Document].

1.04 DEFINITIONS

- A. Commissioning: The process of verifying that the installation and performance of selected building systems meet or exceed the specified design criteria and therefore satisfy the design intent.
- B. Deficiencies and Resolutions List: List of noted deficiencies discovered as result of commissioning process.
- C. Final Commissioning Report: Overall final commissioning document, prepared by the Systems Commissioning Authority, which details the actual commissioning procedures performed, inspection and testing results, and the final version of the deficiencies and resolutions list indicating that all issues discovered through the commissioning process have been verified as resolved.
- D. Functional Performance Testing Process: Documented testing of system parameters, under actual or simulated operating conditions.
- E. Pre-Commissioning Checklists: Installation and start-up items to be completed by the appropriate party prior to operational verification through functional testing.
- F. Physical Inspection Process: On-site inspection and review of related system components for conformance to the specifications.
- G. Systems Commissioning Authority (SCA): Independent entity under contract directly with the District or District's Representative responsible for performing the specified commissioning procedures.

1.05 DESCRIPTION OF CONSTRUCTION PHASE COMMISSIONING PROCESS

- A. As soon as practicable after the [bid award] [start of construction] the Systems Commissioning Authority (SCA) will conduct a pre-installation commissioning "kick-off" meeting with the contractors. Parties directly affected by the commissioning work will be required to attend. The SCA will explain the commissioning process in detail, and identify specific commissioning related responsibilities of the various parties.
- B. Commissioning status meetings will be scheduled to occur during construction to monitor progress and to help facilitate the commissioning process. Contractor representatives will be required to attend these meetings.
- C. Once contractors have provided the SCA with written verification indicating completion of installation and startup procedures, the SCA will conduct an on-site physical inspection of the specific systems and equipment.
- D. Upon confirmation of system readiness, the SCA will schedule with the contractors to perform functional compliance with the project specifications and drawings. The SCA will oversee the process and will provide the format and documentation for these tests.

- E. Deficiencies noted during these tests will be documented on the Deficiencies and Resolutions list. When corrected, issues will be resolved at the time of discovery. The responsible Contractor will resolve all other issues at a later date. All deficiencies will be noted by the SCA as either resolved or pending resolution.
- F. The construction commissioning process will be complete when all noted deficiencies have been corrected, proved to be compliance with the project specifications or otherwise resolved to the satisfaction of the District.

1.06 SYSTEMS COMMISSIONING AUTHORITY'S DUTIES AND RESPONSIBILITIES

- A. Meet and communicate with the District's representatives, Construction Manager, if any, Contractors, equipment manufacturers' representatives, Architect, Engineer and others as needed, to facilitate the commissioning process.
- B. Review commissioning related specifications, submittals and construction documents. Communicate noted deficiencies and concerns to the District, Architect and Engineer.
- C. Develop detailed and specific functional testing procedures for equipment and systems to be commissioned.
- D. Develop testing, adjusting and balancing (TAB) specifications. Oversee the TAB process.
- E. Perform site inspections and verify contractor readiness for the functional testing process. Document deficiencies for future resolution.
- F. Witness contractor performed functional testing process as appropriate to verify contractor compliance with the functional testing procedures. Document deficiencies for future resolution.
- G. Provide the District, Construction Manager, Contractor, Architect, and Engineer with a Final Commissioning Report to document the commissioning process and to verify that the commissioning process is complete.

1.07 DUTIES AND RESPONSIBILITIES OF OTHERS FOR COMMISSIONING

- A. The commissioning process will require the active participation of persons qualified to represent the District, Mechanical Engineer, Electrical Engineer, General Contractor, Equipment Manufacturers' Representatives, Mechanical Contractor, HVAC Contractor, Controls Contractor, TAB Contractor, Electrical Contractor, and other specific subcontractors, as deemed appropriate. The SCA will witness the final functional performance commissioning process. Participants shall include in their contracts all costs necessary to participate in and complete the commissioning process.
- B. Contractor will assure the participation and co-operation of Subcontractors, as required to complete the commissioning process.

- C. The District will assure the participation of their chosen representatives as required to complete the commissioning process.
- D. The Architect will assure the participation of necessary representatives from the Design Team as required to complete the commissioning process. Design team members will provide prompt replies to requests for information issued during the commissioning process.
- E. It is the Contractor's specific responsibility to complete their respective start-up and checkout procedures, and to insure the complete readiness of equipment and systems, prior to the start of the functional performance testing phase. The SCA shall request written confirmation of system readiness for performance testing, from the appropriate subcontractor or Contractor. Once the SCA is provided with confirmation of all related systems completion, the actual date and times for the functional performance testing process will be confirmed. Contractors shall provide sufficient time, and qualified representatives, to complete this process.
- F. After a second failure of a system to successfully meet the criteria as set forth in the functional performance testing process, the Contractor shall reimburse the District for all costs associated with any additional re-testing efforts made necessary due to remaining Contractor related system deficiencies previously reported by the Contractor as corrected. These costs shall include salary, travel costs and per diem lodging costs (where applicable) for the SCA. Rates to be used:

Mileage:	\$0.35/Mile
Per Diem Lodging:	\$115.00/Day
Salary:	\$100.00/Hour
- G. Training on related systems and equipment operation and maintenance shall only be scheduled to commence after final performance commissioning is satisfactorily completed, and systems are verified to be 100 percent complete and functional.

1.08 SUBMITTALS

- A. Submit under provisions of Document 01 33 00 Submittals.
- B. Pre-Commissioning Checklist Forms: Submit two (2) signed copies of the checklist forms to the SCA upon completion of all listed items.
- C. Equipment Manufacturer's Startup Forms: Submit two (2) completed copies of the installation and startup checklists provided by the equipment manufacturers to the SCA.
- D. Test Reports: Submit two (2) copies of test reports for equipment and systems to the SCA.
- E. Control Schematics: Submit two (2) copies of the control schematics for equipment, systems, and subsystems to the SCA.

- F. Inspection Records: Submit two (2) copies of the records of inspections for code compliance, and approved permits and licenses to operate the equipment and systems to the SCA.
- G. Operating Data: Submit two (2) copies of equipment and system operating data including all necessary instructions to facilitate operation to specified performance standards to the District.
- H. Maintenance Data: Submit two (2) copies of equipment and system maintenance data including all necessary information required to maintain the equipment and systems in continuous operation, such as the testing, balancing and adjusting report and the as-built drawings.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT



EASEMENT

SETBACK

NEW
NICHOLAS
CAMPUS



ATTACHMENT AD1.08



FACILITIES SUPPORT SERVICES

425 1st Avenue • Sacramento, CA 95818
(916) 395-3980 • FAX (916) 264-3107

Mandatory Informational Meeting Agenda October 20, 2022 at 3:00 p.m.

Project: Nicholas Elementary School New School Construction and Modernization Project

1. Introductions.
2. MANDATORY Informational Meeting. Attendees must sign in. Only firms of confirmed attendees shall be considered eligible to propose.
3. Contractors to hold a valid Class B License.
4. Prequalification required – prequalification submissions are due 10 business days prior to the RFQ/P due date with approval required (5) business days prior to RFQ/P due date. Prequalification applications available at:
www.scusd.edu/contractor-prequalification
5. Contractors will be required to be registered with Department of Industrial Relations (DIR).
6. RFQ/P instructions and documents available through SCUSD website:
www.scusd.edu/rfp
7. Scope of Work:

Project scope of work consists of the demolition and replacement of Nicholas Elementary School located within a 10-acre site including a power line easement and setback, in Sacramento, California. The project will be phased as follows:

Increment #1: Site Demolition: This phase is scheduled to start after school is out for summer 2023, starting June 19th, 2023. Approximately eighteen (18) portable buildings, a Multipurpose Room/Kitchen Building, and three (3) permanent wings of classrooms, restrooms, library, and offices accounting for ~ 20 Rooms totaling ~42,000 square feet. All associated underground utilities will be demolished as well.

Increment #2: Construction of the approximately 55,000 square feet replacement campus will be designed to accommodate approximately 650 students. Current planning indicates approximately twenty-six (26) classrooms with approximately nine (9) shared, collaborative spaces (including Transitional Kindergarten and Kindergarten Classrooms), a multi-purpose room, kitchen, library, after-hours community space, and administrative and support spaces. Site work shall include paving areas along the accessible path of travel, parking areas with EV charging stations, drop-off areas, hardscape and landscape including a soccer field that will be accessible after hours to the community and play equipment areas. From Fall Semester 2023 through Spring Semester 2025, the site will need to accommodate a bus

drop-off and pick-up area for students being transported to a temporary site. Developers are eligible for up to 25 RFQ/P points for their Tab 6, Section F, Detailed Logistics Plan addressing this issue.

Anticipated Project Schedule:

Preconstruction January 2023 – June 2023: **6 months**

Demo existing buildings June 2023- August 2023: **3 Months**

New Campus site-work and construction September 2023 – July 2025: **23 Months**

Construction Cost Estimate: Fifty-Four Million One Hundred Fifty Thousand and NO/100 (\$54,150,000) This includes Owner and Contractor Contingencies

Architect: HMC Architects

Anticipated DSA Submission Date: Site Package to DSA – February 2023
Buildings to DSA – July 2023

Anticipated DSA Approval Date: TBD

End of School Date: June 15, 2023

Anticipated Soft Demo Start Date: June 19, 2023

Anticipated Construction Completion Date: July 31, 2025

8. RFQ/P:

Questions directed to Tina Alvarez Bevens, tina-alvarez-bevens@scusd.edu and cc: Chris Ralston, chris-ralston@scusd.edu, Cassie Baugher, cbaugher@kitchell.com and Jo Ward, jward@kitchell.com in form of an RFI only.

9. RFQ/P: **-Delivery Address--**

Sacramento City Unified School District
ATTN: Contracts Office
Serna Center
5735 47th Avenue
Sacramento, CA 95824

10. Site Walk:

PLEASE NOTE: As of June 9, 2022, SCUSD Board approved a PLA for projects \$500,000 and above.

Responses to inquiries and discussions occurring at this pre-proposal walk-through shall in no way change or modify the RFP documents. The RFP documents will be affected only by addenda issued prior to the due date.



Sacramento City Unified District
 MANDATORY Informational Meeting Sign-In-Sheet

SCUSD Project #0262-461

Nicholas Elementary School New School Construction and Modernization Project
 6601 Steiner Drive Sacramento, CA 95823

October 20, 2022 at 3:00 p.m.

PLEASE PRINT LEGIBLY

NAME	COMPANY / FIRM	EMAIL / PHONE	GC / SUB
Carly Walling	CAV Demolition	Carly@CavDemolition.com	✓
Rosa Trevizo	Broward Builders	Rosa@browardbuilders.com	GC
Kevin Shuler	XL Construction	CTHOMAS@XLCONSTRUCTION.COM	GC
Jason Vizcarra	Swinerton	JASON.SWINERTON.COM	
Eddy Pamatz	Otto Construction	epamatz@ottoconstruction.com	GC
Josh Walker	SBAMES CONSTRUCTION	joshwalker@sbjames.com	GC
David Garner	Flint Builders	dgarnere@flintbuilders.com	GC



Sacramento City Unified District
 MANDATORY Informational Meeting Sign-In-Sheet
 SCUSD Project #0262-461
 Nicholas Elementary School New School Construction and Modernization Project
 6601 Steiner Drive Sacramento, CA 95823
 October 20, 2022 at 3:00 p.m.

PLEASE PRINT LEGIBLY

NAME	COMPANY / FIRM	EMAIL / PHONE	GC / SUB
MATT WADE	CORE CONSTRUCTION	MATTWADE@CORECONSTRUCTION.COM 916-240-4345	GC
LARRY CARROLL	BALFOUR BEATTY CLARK/SULLIVAN A JOINT VENTURE	LARRY@CLARKSCONSTRUCTION.COM	GC
JOE MITCHELL	BALFOUR BEATTY - CLARK/SULLIVAN A JOINT VENTURE	JOEL@CLARKSULLIVAN.COM 916-521-3355	GC
Harry Gillmore	Lethrop Construction	AED@lathropconstruction.com 707 746 8000	GC



Sacramento City Unified District
 MANDATORY Informational Meeting Sign-In-Sheet

SCUSD Project #0262-461

Nicholas Elementary School New School Construction and Modernization Project

6601 Steiner Drive Sacramento, CA 95823

October 20, 2022 at 3:00 p.m.

PLEASE PRINT LEGIBLY

NAME	COMPANY / FIRM	EMAIL / PHONE	GC / SUB
Todd Tillman	Roebbold	todd@roebbold.com	GC
John Mcapes	Robbner	johnm@robbner.com	GC
Kyle Walker	Radon Builders	Bids@radonbuilders.com	GC
Andy Steenson	BAM Construction	Andy@bamconstruction.com	GC
Adam Alvarado	POFF & LEWIS	ADAM@POFFLEWIS.COM	GC
Kyle Frandsen	Badfour Beauty - Clark/Sullivan a Joint Venture	KFrandsen@bbus.com	GC
Andrew Dessuniga	MCCARTHY	adessuniga@mccarthy.com	
Carlo Vasquez	Landmark Construction	landmarkconst.net 716-990-0745	GC
Megan Atkinson	Swinerton	mackinson@swinerton.com	GC

CA Lic. No 92
15 Business Park Way
Suite 101
Sacramento, CA 95828
swinerton.com



Jason Vizenor
Superintendent
Jason.Vizenor@swinerton.com
M 916.516.4709

Adam Villacara, LEED AP®
Vice President
O (916) 939-8338
M (916) 300-1386
E adamv@roebbelen.com



1241 Hawks Flight Court
El Dorado Hills, CA 95762

Eddy Pamaiz
ESTIMATOR
epamaiz@ottoconstruction.com
916.539.5498



Harry Gillmore@lathropconstruction.com
4001 Park Road • Benicia, CA 94510-0819
707/746-8000 • Fax 707/746-8080 • Lic. 415981

Harry Gillmore
Cell: 707-974-8134



CA Lic. No 92
15 Business Park Way
Suite 101
Sacramento, CA 95828
swinerton.com



Megan Actinsson
Project Manager
mactinsson@swinerton.com
M 916.990.6745

dgarner@flintbuilders.com 916.275.4926



David Garner
Project Executive

License # 61430

Chad Thomas

LEED AP

Sr. Precon Manager

xlconstruction.com

1030 R Street
Sacramento, CA 95811

Cell 805.651.8633
Direct 408.240.7642

cthomas@xlconstruction.com

WE BUILD TO IMPROVE LIVES.



**CLARK/SULLIVAN
construction**

Larry Cabodi
General Superintendent
(California Division)

1340 Blue Oaks Blvd., Suite 150
Roseville, CA 95678

Tel: 916.338.7707
Cell: 916.502.1865
Fax: 888.510.3055

larry@clarksullivan.com
www.clarksullivan.com

NV License # 12997 (AB)
CA License # 796486 (AB)



John McCapes
Sr. Project Manager

M (916) 761-2863
E JohnM@roebbelen.com

1241 Hawks Flight Court
El Dorado Hills, CA 95762

HAYWARD + CONCORD + DAVIS

rodanbuilders.com

LICENSE NO. **858119**
CLASS **A, B, C-21**

FOR BIDDING CONTACT
bids@rodanbuilders.com
BID FAX **650.508.1705**



Todd Tillman
Project Manager

M (916) 365-5414
E toddt@roebbelen.com



Matt Wade
VICE PRESIDENT

T 530.883.8250
C 916.240.4345

mattwade
@coreconstruction.com

11601 Blocker Dr, #215
Auburn, CA 95603
www.coreconstruction.com



A McCarthy Holdings, Inc. company

Andrew Dessling

Project Director

o 916-786-3833
m 415-716-9803
adessling@mccarthy.com

3721 Douglas Blvd, Ste 180
Roseville, CA 95661

mccarthy.com

G W DEMOLITION

Residential / Commercial / Industrial Demolition
Concrete Breaking / Tree and Lot Clearing
LIC 831594 A, C21, HAZ

GARY WELLIVER

(916) 992-0741 FAX (916) 991-9246

P O Box 37, Rio Linda, CA 95673

gary@gwdemolition.com www.gwdemolition.com