

ALBANY UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

The mission of Albany Unified School District is to provide excellent public education that empowers all to achieve their fullest potential as productive citizens. AUSD is committed to creating comprehensive learning opportunities in a safe, supportive, and collaborative environment, addressing the individual needs of each student.

SPECIAL MEETING: JANUARY 30, 2019

Cornell Elementary School - Multi-Purpose Room

920 Talbot Ave., Albany, CA 94706

Closed Session: 5:30 p.m. - 6:30 p.m. (Staff Lounge)

Open Session: 6:30 p.m. - 8:20 p.m. (MPR)

AGENDA

<p style="text-align: center;">Meeting Norms</p> <ol style="list-style-type: none"> 1. Maintain a focus on what is best for our students. 2. Show respect (never dismiss/devalue others). 3. Be willing to compromise. 4. Disagree (when necessary) agreeably. 5. Make a commitment to effective deliberation, each one listening with an open mind while others are allowed to express their points of view. 6. Participate by building on the thoughts of a fellow Board member. 7. Make a commitment to open communication and honesty; no surprises. 8. Commit the time necessary to govern effectively. 9. Be collaborative. 10. Maintain confidentiality (which leads to the building of trust). 11. Look upon history as lessons learned; focus on the present and the future. 	<p>I. OPENING BUSINESS 5:30 p.m.</p> <p>A) Call to Order</p> <p>B) Roll Call</p> <p>C) Identify Closed Session Pursuant To Agenda Section III Below</p> <p>II. PUBLIC COMMENT PERIOD FOR CLOSED SESSION ITEMS</p> <p><i>General public comment on any Closed Session item will be heard. The Board may limit comments to no more than three (3) minutes.</i></p> <p>III. CONVENE TO CLOSED SESSION 5:35 p.m.</p> <p>With Respect to Every Item of Business To Be Discussed In Closed Session:</p> <p>A) Discussion of Employment of a Public Employee:</p> <ul style="list-style-type: none"> ● Superintendent <p>IV. OPEN SESSION 6:30 p.m.</p> <p>A) Call To Order (Reconvene to Open Session)</p> <p>B) Roll Call</p> <p>C) Pledge of Allegiance</p> <p>D) Reading of AUSD Mission & Vision Statement</p> <p>E) Report of Action Taken in Closed Session</p> <p>F) Approval of Agenda</p>
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G) Review And Action**6:35 p.m.**

- 1) Agreement with Comtel Systems Technology, Inc. for Emergency Communication and Response System at Albany High School------(pg.3)
(10 mins.)
- 2) Appointment of Budget Advisory Committee------(pg.16)
(15 mins.)
- 3) Agreement for Design-Build Services with Overaa Construction for the Ocean View Elementary School Project and Authorization to Proceed with Phase I of the Agreement for Pre-Construction and Design------(pg.19)
15 mins.)

H) Review and Discussion**7:15 p.m.**

- 1) Board of Education Governance------(pg.557)
(60 mins.)

V. AGENDA ITEMS/MATTERS INTRODUCED BY THE BOARD**8:15 p.m.****VI. ADJOURNMENT****8:20 p.m.****FUTURE BOARD MEETINGS**

Date	Time	Location
February 12, 2019	7:00 - 9:30 p.m.	Albany City Hall
February 26, 2019	7:00 - 9:30 p.m.	Albany City Hall

The Board of Education meeting packet is available for public inspection at: Albany Unified School District, 1200 Solano Avenue, and is available on the Albany Unified School District website: www.ausdk12.org. If you provide your name and/or address when speaking before the Board of Education, it may become a part of the official public record and the official minutes will be published on the Internet. In compliance with the Americans with Disabilities Act (ADA), if you need special assistance to participate in this meeting, please contact the Superintendent's Office at 510-558-3766. Notification must be given forty-eight (48) hours prior to the meeting to make reasonable arrangements for accessibility (28 CFR 35.102.104 ADA Title II).

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Special Meeting of January 30, 2019

**ITEM: AGREEMENT WITH COMTEL SYSTEMS TECHNOLOGY, INC. FOR
EMERGENCY COMMUNICATION AND RESPONSE SYSTEM AT
ALBANY HIGH SCHOOL**

PREPARED BY: DAX KAJIWARA, TECHNOLOGY DIRECTOR

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE:

The Board of Education to review and approve the agreement with Comtel Systems Technology, Inc. to upgrade the existing clock/bell/intercom system at Albany High School with a modern, network-based system that will integrate with the future system planned for the Albany High School Addition.

BACKGROUND INFORMATION:

In order for the new Rauland Telecenter U Emergency Communication and Response System (which includes clock/bell/intercom) selected for the new AMS Annex and AHS Addition projects to work with the existing clock/bell/intercom systems at the main school buildings, the existing clock/bell/intercom systems need to be upgraded to communicate on the school network. Once the existing systems can communicate on the network, the new and old systems can be seamlessly tied together so that, for example, principals can make emergency notifications one time and have the message heard at both locations, or bell schedules can be altered from one web-based interface. These upgrades only require new equipment at the main controller head-end of the system; existing cabling to the clock and bell units in the classrooms continue to be utilized.

The existing system at Albany High School is old enough that our service provider (Comtel Systems Technology, Inc.) is no longer able to guarantee repairs or availability of replacement parts. Approximately one month ago, the intercom component of the existing system failed. Comtel and Rauland (the manufacturer of the system) have attempted to repair the non-functional component at least three times without success. The intercom is a critical component of Albany High School's emergency communication system so it is essential to have this system restored as soon as possible. For this reason, we need to accelerate the installation of the new system which was originally intended to be upgraded closer to the opening of the new AHS Addition at the end of 2019.

DETAILS:

Comtel Systems Technology, Inc. will install new equipment at Albany High School that will upgrade the main clock/bell/intercom controller components to a modern, network-based communication system. This solution will continue to utilize the existing cabling and classroom clock/bell/intercom units which still are functioning. The new system will be able to fully integrate with the future solution proposed for the Albany High School Addition as well as tie into the larger district-wide system that includes the Albany Middle School Annex and any future buildings or upgrades.

The Comtel Systems Technology, Inc. proposal is attached.

KEY QUESTIONS / ANSWERS:

Q: How will this project be funded?

A: As a necessary upgrade to integrate the system with the new building projects, this will be paid out of the construction bond.

FINANCIAL INFORMATION:

The proposed cost of the upgrade is \$83,541.

STRATEGIC GOALS ADDRESSED:

Objective #2: *Support the Whole Child. Goal: We will foster the social and emotional growth of all students, implement an array of strategies to increase student engagement, identify individual socio-emotional and behavioral needs, and apply collaborative appropriate interventions.*



Objective #3: *Communicate and Lead Together.*

Goal: *All stakeholders will collaborate and communicate about decisions that guide the sites and district.*

RECOMMENDATION: APPROVE THE AGREEMENT WITH COMTEL SYSTEMS TECHNOLOGY, INC.

Albany High School
603 Key Route Blvd.
Albany, CA 94706



Emergency Communication and Response System



Comtel Systems Technology, Inc.
1292 Hammerwood Avenue
Sunnyvale, Ca 94089
December 3, 2018



EXECUTIVE SUMMARY

Albany Unified School District desires to replace and upgrade the existing School Paging, Emergency Signaling, Clock and Bell Systems at the Albany High School campus. The existing Clock/Bell and Paging System is comprised of a Rauland Telecenter V system which was installed by Comtel approximately 25 years ago, and a newer separate stand-alone VoIP based business telephone system that extends into all offices and classrooms. These Systems are not integrated or tied to each other, and as such announcements and emergency paging cannot be initiated from any of the site-wide telephones, only one Administrative Console in the Principals office has access.

The existing Rauland Telecenter V system was developed in 1991 and began to be phased out when the newer Telecenter VI became available in 2004. Currently, many of the expansion and/or replacement repair boards are simply not available should the system suddenly experience catastrophic failure. System failures have been experienced several times over the past few years, and fortunately Comtel has been able to keep the system patched together and limping along with the system boards currently in place, but I would certainly not say that the system is operating at 100% level. The main systems electronics are the primary source of the failures, as they are simply worn out. Cabling within the buildings and underground between buildings appears to be in good condition, as it was replaced when the system was originally installed. The individual analog speakers and clocks do not appear to be a source of any problems.

Considering both the traditional Paging/Intercom needs in conjunction with the newer Emergency Duress/Campus Lockdown process focus, allows Albany USD to explore cost efficiencies and increased functionality through the synergy of a combined integrated system solution approach.

Comtel's suggested upgrade approach replaces the existing Telecenter V paging and intercom system with a new Telecenter U IP platform from Rauland Borg. A full implementation of the new system would typically include all new IP speakers & clocks tied back to PoE ports at your data IDF closets/racks with all new CAT6 cable and outlets. As this would be a considerable expense, the prudent choice at this point is to work with the existing analog speaker & clock stations and lines. This approach leverages the prior investment in the portions of the system which currently functions well but adds an initial cost-effective upgrade and immediately provides the requested enhancements. Additionally, we will integrate to your existing VoIP phone system for full access, provide Emergency notification and signaling for events such as campus lock-down, and provide full browser-based remote access to re-programming of the various site bell schedules.



SCOPE OF WORK

Comtel will supply and install a new Telecenter U system, with the main system controller (TCC2000) and 6 each 24-port gateways (TCC2024) to be installed within the existing intercom rack at the Gym electrical closet. The main system server software (TCU2000SW) will be provided to the Albany School District under the Albany Middle School Annex project, for installation by them into their provided server (can be virtualized). This software will have NO reoccurring annual license or software maintenance agreement fees, and once installed can support the entire School District Telecenter IP communications network with no additional costs.

One each Telecenter U IP Administrative Console (TCC2044) will be provided/ installed. This console will be located at the existing Principal office location to replace existing, utilizing existing data outlets. Additional consoles can be added in the future if and when needed.

Albany School District will be responsible for providing the active PoE ports required for the new system at required MDF/IDF switch locations (estimated at 15 ports), and for programming and setting up access across their network for the new system.

The new equipment above will be interfaced to the existing analog speaker/clock station lines and speakers/clocks (new cable/speakers/clocks not included). Comtel will program the system for page operation, bell programs, and assist site administrators in recording their audio lockdown message which would be programmed into the system with a labeled button for lockdowns. This replacement will not only upgrade and replace the existing Telecenter intercom equipment thereby eliminating the failures and limitations currently experienced, but will additionally provide the following increased system functionality: (For detailed review, see attached EAN 0043- "Telecenter U Solutions: Overlay, Hybrid, and full IP")

- Individually IP addressable conversion of each analog classroom speaker
- Only 1PoE port per panel, not per classroom
- District-wide configuration and maintenance of all system features
- Each classroom speaker can be individually called for two-way hands-free communications, from the front office TCU Administrative Console
- Each classroom speaker can be individually muted from bells or paging, for testing days
- District-wide bell schedule management, utilizing convenient drag & drop calendar through browser, with up to 100 bell schedules and 100 different bell/paging zones



- Unlimited various bell tone options, as well as audio files or music for class pass bell scheduling
- Allows future addition of classroom emergency call/lockdown check in buttons
- Can be intermixed with individual IP speakers for new installation areas

The precise timing of the new system installation will be as mutually agreed upon, with the end goal of minimizing system down time. Additionally, the initial plan is to bring up the server and District-wide software, and to have the TCC2000 campus controller and TCC2044 IP Administrative Console installed ASAP. The 6 new TCC2024 24-port gateways will be installed in the existing racks when they are available. Connection of these panels to all existing speaker lines through cross-connect punch blocks, can occur simultaneously or shortly thereafter. Comtel's proposal is inclusive of material, labor, programming, user training, tax and freight, five years material warranty, and one-year labor warranty.

Once the above System installation is accomplished, the result will be a new Emergency Communications Network within the Albany School District which will provide not only for the initial paging/bells/lock-down, but a vast array of future life-safety and security applications and features. This system provides cutting-edge technology and allows for growth with future expansion and additional enhanced applications.



SYSTEM SUPPORT

Warranty & Technical Service

The warranty provided with the Rauland Telecenter U System includes all necessary labor and equipment to maintain the system(s) in full operation for a period of one year from the date of acceptance. Comtel Systems Technology, Inc. includes all labor charges during the workweek 8AM to 5PM. After hours, weekends, holidays will be charged at a reduced rate. In addition, Rauland-Borg warrants the Telecenter U equipment (excluding field devices) for a period of four (4) additional years, providing the School District a **FIVE-YEAR WARRANTY ON EQUIPMENT.** Comtel Systems Technology, Inc. maintains a full service department, necessary spare parts, telephone answering services and call dispatching. Comtel Systems Technology, Inc. response time for typical calls is 4 Hours and 2 Hours for Emergency Down conditions.

In-Service Training

Comtel Systems Technology, Inc. will provide thorough training of all system users. This training is developed and implemented to address two different types of staff. Front office administrative staff shall receive training from their perspective, and likewise the IT group shall receive operational training from their perspective. A separate training room will be set up that allows this type of individualized training utilizing an in-service training unit, prior to cut over of the new systems. Initially teacher training is not included until future upgrades occur which would necessitate this training.

Technical Training

Included is technical training for appropriate technical staff on the main equipment located at the site. They will be trained in basic system repair giving them the skills necessary to provide basic maintenance of the systems. As an alternative option, AUSD may choose to provide for full factory training at the Rauland Borg factory. This training is in-depth and runs four days in length. Comtel offers this at a reduced rate per individual (see attached schedule).

Maintenance Contract

At the end of the warranty period, the School may choose to have Comtel Systems Technology, Inc. continue to maintain the system(s). The level of service provided during the maintenance contract period would be the same as the warranty period for routine and emergency service. All labor and equipment costs would be covered under this contract.



ALBANY HIGH SCHOOL
EQUIPMENT AND PRICING:

Model Number	Description	Qty
TCU2000SW	Telecenter U Enterprise Software	0
TCC2000	Telecenter U Campus Controller	1
TCC2022	Telecenter U Zone Paging Module	5
TCC2099	Universal Rack Mounting Kit	2
TCC2044	Telecenter U IP Administrative Console	1
TCC2024	Telecenter U 24-port IP gateways	6
157C	Female connectorized 66 punch blocks	12
25-3-pp-15-gv	15' 25-pair connectorized cables	12
TCAMCS	Atomic Clock secondary clock correction unit	1
Cva25-1 25v	50-Watt Exterior Speakers Audio Booster Amp	5
AV-BRACKET	Universal Mounting Bracket	5
SH1-10	Vented All-Purpose Rack Shelf	2
WCXATLAN	Wireless Clock Correction Transmitter	1
WCXRVRNTP	NTP Network Connection Time Sync	1
WCLFCCNP10	Clock Correction FCC License, NP 10 yr.	1
AT1603-xx	3' CAT6 Patch Cords	15
aT1607-xx	7' CAT6 Patch Cords	15

Installed Rauland Equipment Price including Programming, In-service, Freight & Tax

⇒ **\$83,541***

*The above price includes material, labor, programming, check and test, tax and freight. This price is firm for 60 days. A full one-year labor warranty and five-year Rauland equipment warranty are included.



PROPOSAL CONDITIONS/ASSUMPTIONS:

- The system has been sized for 144 active speaker station ports with the provided 6 each 24-port gateways. Port requirements beyond this would require additional panels at additional cost.
- All existing speakers, clocks & station cables assumed in full working condition and reusable. No new speakers, clocks or cabling is included.
- Existing clock power supplies to be reutilized. New units not included.
- It is assumed all work to be done during 8 AM to 4 PM weekday working hours and completed in 2019.
- Full site access will be provided to Comtel during required hours.
- All required active PoE ports to be provided by Albany SD (estimated at 15 ports).
- Albany SD will be responsible to provide the required system server meeting Rauland's minimum requirements, load the system server software provided by Comtel, and establish full communications across their network as required. Required Windows server software and SQL licensing by District.
- Albany SD will meet all network and server requirements as outlined in attached EAN0028- "Telecenter U, Enterprise Edition in Your Data Center", including District-wide multicast, etc.
- All programming and set-up required on the VoIP telephone system for access to be provided and programmed by others
- All required CAT5/6 station and interconnect cables or data drops assumed to be existing or installed by others.
- Space must exist for new equipment in existing racks. Comtel has not included any new equipment racks.
- All required power, 110VAC and back-up power, by District.
- Completion dates to be as mutually agreed upon.
- Drawings or asbuilts are not required.
- 4-hour maximum owner training is included.

WORK BY OTHERS:

- Provide full unobstructed site access to Comtel employees during duration of project.
- Provide a SIP integration port into existing phone systems if integration is required or desired.
- Provide location and an active PoE outlet for install of new Administrative Console.
- Provide space as required in MDF/IDF/Intercom racks for required new equipment.
- Provide all required system PoE and standard data switch ports as required.
- Load system server software on Albany SD provided system server (can be virtualized), with server specifications and all server support software to be



provided per Rauland specs as per “Telecenter U in your datacenter” Rauland documentation.

- Provide IT network support individual during initial set-up, to assist in testing system across network and work through any network communication issues.



Notes:

1. Applicable tax included.
2. All system conduit and rough in will be provided and installed by others.
3. 120VAC, with 20-amp dedicated circuit(s), by others.
4. Conduit and rough-in boxes, other than specified, are not included.
5. Customer is responsible for all cable paths between floors
6. All ceiling/wall spaces must be accessible for cable pull, or others must install a permanent raceway.
7. Construction permits, bond fees, and related certifications are not included.
8. Comtel liability shall not include responsibility for the calculation or accuracy of any engineering and/or consulting service. In no event shall Comtel's liability exceed the cost of correcting or replacing defects in the Equipment nor shall its liability include indirect or consequential damages of any kind or character. All liability of Comtel hereunder shall terminate upon the expiration of the applicable warranty period.
9. Idle time incurred by Comtel employees due to absence of required escorts, clearances, inability to enter the workplace, or other factors beyond our control, will be considered a change to the contract.
10. Any error or omission in construction or installation of the system must be called to the attention of Comtel's Project Manager in writing within thirty (30) days after completion of the installation. Upon expiration of the thirty (30) days the installation shall be considered accepted as complete by the customer.
11. All equipment, material listed in this proposal will be under warranty for one (1) full year. Labor shall be under warranty for one (1) year. This warranty is contingent upon the proper use and maintenance of the equipment and any cabling system provided by Comtel. The warranty shall not apply if adjustment, repair, parts replacement or system modification, addition or deletions accomplished by persons other than Comtel.
12. A notice of cancellation must be submitted in writing by an authorized agent of the buyer and must reference the original contract to be binding. Any material purchased or allocated to the project by the seller is subject to re-stocking, shipping and handling fees which will be billed to and paid for by the buyer. If materials are not able to be returned than the material will be turned over to the buyer and the buyer will be invoiced for the materials. Any labor expended, including general, administrative, and management personnel, prior to receiving the cancellation notice will be billed to and paid for by the buyer.
13. Customer certification of Asbestos presence: Unless noted, customer hereby certifies that Asbestos and/or Asbestos-bearing materials are not present in the areas in which Comtel Systems Technology, Inc. work will be performed. Work in Asbestos hazard areas and/or Asbestos removal will be performed at additional cost.
14. Customer will notify Comtel of any existing hazardous materials or conditions at the site where installations are being performed.
15. Customer accepts responsibility for the accuracy of any drawings provided to Comtel. Deviations from building layouts, which effect device count, conduit, or cable routing, may result in additional costs not included in this quotation.
16. Telephone lines, network connections, fiber optic cables (including jumpers) by others.
17. Comtel is not responsible for any existing equipment that may be utilized. This includes all door devices, alarm inputs, access controllers, cable and power supplies.
18. Submittals, drawings and as-builts are not included.
19. Parking must be available for all Comtel personnel. No fees are included.
20. Computers, unless specified, are not included.
21. Patching and painting by others.
22. All work to be performed during normal business hours.
23. Comtel is a member of the IBEW, which is a recognized labor union.

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Terms: 25% deposit with order, 0 NET 30, progress billing monthly.

This proposal is valid for 30 days from the date signed by the Comtel representative.

Respectfully submitted by,

COMTEL SYSTEMS TECHNOLOGY, INC.

State of California Contractors License #420981

Date	<u>December 3, 2018</u>
Proposal #	<u>GS81115GS1</u>
By	<u>Greg Steele</u>
Contract Amount	<u>\$83,541</u>

Accepted: The above prices, specifications and Terms and Conditions are satisfactory and are hereby accepted. You are authorized to perform the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Purchase Order # _____

Signature _____

Print Name _____

Title _____

Correct Billing Address _____ (Street Address)

_____ (City, State and Zip)

Send Invoice To: _____ (Name)

_____ (phone)

PART NUMBER	QTY	DESCRIPTION	UNIT COST	EXTENDED COST	TOTAL COST		Unit Labor Cost		Total Labor Cost
TCC2000	1	Telecenter U Campus Controller	\$ 3,932.03	\$ 3,932.03	\$ 3,932.03				\$ -
TCC2022	5	Telecenter U Zone Paging Module	\$ 491.31	\$ 2,456.55	\$ 2,456.55				\$ -
TCC2099	2	Universal Rack Mounting Kit	\$ 57.17	\$ 114.34	\$ 114.34				\$ -
TCC2044	1	Telecenter U Administrative Console	\$ 1,251.45	\$ 1,251.45	\$ 1,251.45				\$ -
WCXATRAN	1	Wireless Transmitter	\$ 2,005.41	\$ 2,005.41	\$ 2,005.41				\$ -
WCXRVRNTP	1	NTP Receiver	\$ 262.65	\$ 262.65	\$ 262.65				\$ -
WCTRRBKT	1	Rack Mount Kit Trans/Repeat	\$ 76.94	\$ 76.94	\$ 76.94				\$ -
WCLFCCNP10	1	FCC License - Non-Profit (10 year)	\$ 672.08	\$ 672.08	\$ 672.08				\$ -
TCAMCS	1	Atomic to Master Clock Synchronizer	\$ 920.82	\$ 920.82	\$ 920.82				\$ -
TCAMCSRМК	1	Rack Mount TCAMCS	\$ 122.06	\$ 122.06	\$ 122.06				\$ -
CVA25-1 25V	5	50 Watt Exterior Speakers Audio Booster Amp	\$ 353.81	\$ 1,769.05	\$ 1,769.05				\$ -
AV-BRACKET	5	Universal Mounting Bracket	\$ 13.13	\$ 65.65	\$ 65.65				\$ -
SH1-10	2	Vented All Purpose Rack Shelf	\$ 31.98	\$ 63.96	\$ 63.96				\$ -
AT-1603-GY	15	3' CAT6 Patch Cable	\$ 7.59	\$ 113.85	\$ 113.85				\$ -
AT1607-GY	15	7' CAT6 Patch Cable	\$ 10.78	\$ 161.70	\$ 161.70				
TCC2024	6	24-Port Gateways	\$ 5,895.72	\$ 35,374.32	\$ 35,374.32				\$ -
157C	12	Female Connectorized 66 Block	\$ 86.38	\$ 1,036.56	\$ 1,036.56				\$ -
25-3-PP-15-GR	12	15' 25-pair Male to Male Connectorized Cables	\$ 34.76	\$ 417.12	\$ 417.12				\$ -
S89B	12	Regular 66 Standoff	\$ 3.09	\$ 37.08	\$ 37.08				\$ -
									\$ -
						Total Labor Cost			\$ -
Total Materials					\$ 50,853.62				
Miscellaneous & Freight					\$ 1,124.37				
Tax		at 9.75%			\$ 4,958.23				
Total Materials w/tax					\$ 56,936.22				
Labor						Total Installation Dollars \$ -			
Engineering					\$ -				
AutoCAD					\$ -				
Installation/Programming/Test					\$ 21,883.60				
Project Management					\$ 3,156.29				
Travel					\$ 451.96				
Total Labor					\$ 25,491.85				
Bonding					\$ 1,112.78				
Grand Total					\$ 83,540.85				

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Special Meeting of January 30, 2019

ITEM: APPOINTMENT OF BUDGET ADVISORY COMMITTEE

PREPARED BY: VALERIE WILLIAMS, SUPERINTENDENT

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: For the Board of Education to appoint members to the AUSD Budget Advisory Committee

BACKGROUND INFORMATION: At the October 10, 2017 Regular Board of Education meeting, the Board agreed to the creation of an ad-hoc Budget Input Assessment Committee that would meet in November and December and not be a Board appointed committee. At the December 5, 2017 Special Board of Education meeting, the Board received an update of the Budget Priorities Process and agreed to a longer time frame for the Budget Priorities Process and agreed to a longer time frame for the committee to work through data to develop recommendations. At the January 23, 2018 Regular Board of Education meeting, the Board provided direction to staff on developing a Board Appointed Budget Committee. At the February 13, 2018 Regular Board of Education meeting, the School Board discussed the appointment of a Budget Advisory Committee and tabled the item so that the Board could 1) discuss how the committee will be selected and 2) Board take action on the creation of the committee. The specific charge of the committee must also be determined.

At the August 14, 2018 Regular Board of Education meeting, the Board determined the number of members of the Budget Advisory Committee, the stakeholder groups to be represented, the purpose and charge of the Committee, and the date when the Board will receive the Committee's report. The Board approved the following positions for the Budget Advisory Committee:

- 2 Parents
- 1 ATA
- 1 CSEA
- 1 SEIU
- 1 Site Administrator

At the September 11, 2018 Board of Education meeting, the following people were appointed to the Budget Advisory Committee:

- Parent: Jessica Cross
- Parent: An (Joseph) Vu
- Parent: Bell Wallace
- ATA: Stephen Naiff
- CSEA: Morgan Paschke
- SEIU: Richard Betz
- Site Administrator: Darren McNally

The Budget Advisory Committee met on September 21, 2018, October 3, 2018, October 18, 2018, October 29, 2018, November 2, 2018, November 7, 2018.

At the November 13, 2018 Regular Board of Education meeting, the Budget Advisory Committee presented its [report](#) to the School Board. The Budget Advisory Committee shared that they did not have enough time to do a thorough job of examining the implications of the budget reductions in the overall context of the district's budget, programs, services, and staffing. Some Board members shared a desire to have the Budget Advisory Committee become a standing committee. The School Board asked Staff to agendize a discussion on the mission and structure of the Budget Advisory Committee.

At the November 27, 2018 Board meeting, Board members discussed the Budget Advisory Committee continuing with their charge for the next few months, the Committee becoming a standing board appointed committee, that there be an increase in the membership to include more expertise from members of the community, and that the new School Board determine the purpose and charge of the committee. A board member also requested that the Budget Advisory Committee expand its purpose to include exploring and discussing potential revenue generating opportunities. The Superintendent, after receiving feedback from staff, requested that there be representation from elementary, middle, and high schools on the BAC.

At the January 8, 2019 Board of Education meeting, the Board was asked to determine the number of additional members of the Budget Advisory Committee, the stakeholder groups to be represented, the revised purpose and charge of the Committee, the date when the Board would receive the Committee's next report, and if the Budget Advisory Committee would be a standing committee. The Board gave direction to staff to expand the Budget Advisory Committee to include:

- 4 Albany Teachers' Association Representatives: 2 elementary, 2 secondary (preferably at least one from Special Education)
- 4 Parents: preferably two (2) representing elementary and two (2) representing secondary schools
- 1 California School Employees Association Representative
- 1 Service Employees' International Union Representative

- 2 Site Administrators: preferably one (1) representing elementary and one (1) representing secondary schools
- 1 High School Student

The Board of Education also determined that the purpose of the Committee is to create strategies to achieve and maintain a balanced district budget, that the BAC would be a standing Board appointed committee with a term of two (2) years, that consistent attendance is necessary, and that there would be no less than six (6) meetings annually (potentially additional meetings as needed.)

DETAILS:

Per the Maddy Act, Board Appointed Committee positions must be posted for 10 work days. A notice was posted on [January 10, 2019](#), per the Maddy Act, for interested parties to submit a letter of interest and a completed AUSD Budget Advisory Committee application to the Albany Unified School District. Interested parties could submit their letter and application electronically to budgetcommittee@ausdk12.org or by US Mail to 819 Bancroft Way, Berkeley, CA 94710. Applications and letters of interest needed to be submitted no later than January 25, 2019. The notice was placed on our AUSD district website, and a message was sent to AUSD staff and families.

Due to personal information in the applications, the applications and letters of interest will be provided to the Board of Education for review.

FINANCIAL INFORMATION: No Financial Impact

STRATEGIC GOALS ADDRESSED:



Objective #3: Communicate and Lead Together.

Goal: All stakeholders will collaborate and communicate about decisions that guide the sites and district.

<p>RECOMMENDATION: For the Board of Education to appoint the AUSD Budget Advisory Committee.</p>

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Special Meeting of January 30, 2019

**ITEM: AGREEMENT FOR DESIGN-BUILD SERVICES WITH
OVERAA CONSTRUCTION FOR THE OCEAN VIEW
ELEMENTARY SCHOOL PROJECT AND AUTHORIZATION TO
PROCEED WITH PHASE I OF THE AGREEMENT FOR
PRE-CONSTRUCTION AND DESIGN**

PREPARED BY: VALERIE WILLIAMS, SUPERINTENDENT

TYPE OF ITEM: REVIEW AND ACTION

PURPOSE: The Board of Education to review and approve the agreement for Design-Build Services with Overaa Construction for the Ocean View Elementary School project and authorization to proceed with Phase I of the agreement for Pre-construction and Design.

BACKGROUND INFORMATION/DETAILS:

At the April 3, 2018 Board of Education meeting, information was presented on elementary school construction. The Board decided that Ocean View Elementary School would be the first of the elementary schools to undergo construction. At the May 15, 2018 Special Work Study Session, several community members and representatives from various organizations were invited to attend to provide their expertise in elementary school construction. Work study participants included architects, engineers, construction project managers, builders, AUSD educators, representatives from the City of Albany, current and former AUSD school board members, and members of the Facilities Steering Committee, Citizen's Bond Oversight Committee, Sustainability and Integrated Design Committee, and Yes on Measure B & E Campaign Committee.

From April to June 2018, the Ocean View Design Team met with HY Architects to create a set of bridging documents. These bridging documents were used as the basis to request proposals from design-build teams to complete the project. The district went through a pre-qualification process to identify three design-build teams to participate in a Request for Proposal (RFP) process. Once the three design-build teams were chosen, they received a Request for Proposal (RFP) package. The RFP process took place from October through December 2018.

There were three (3) confidential meetings with the OV design team which consisted of teachers and librarian, parents, the OV principal, and representative of the Sustainability and Integrated Design Committee. At these confidential meetings, the three design-build teams engaged in a dialog, presented

ideas, and solicited feedback to refine their final designs and proposals. The teams were given a budget target. This process ultimately led to proposals from each team on December 21, 2018.

The OV Design Committee, district staff and project manager reviewed the three proposals and ranked them according to the criteria published in the RFP.

The Ranking of Design-Build Proposals were:

Ranked #1: Overaa/GouldEvans Team
 Ranked #2: Alten/LCA Team
 Ranked #3: Flint/JKAE/Brick Team

At the January 22, 2019 Regular School Board meeting, representatives from the Overaa/GouldEvans team presented their design concept which was included in their Design-Build Proposal. The School Board approved authority for the Superintendent to negotiate final contract terms with the #1 ranked Design-Build Team and to bring back a Design-Build contract for Board approval at the Special Board meeting on January 20, 2019. The board also authorized that should negotiations with the #1 ranked Design-Build Team be unsuccessful, the Superintendent has the authority to initiate negotiations with the #2 ranked Design-Build Team. If negotiations with the #2 ranked Design-Build Team are unsuccessful, the Superintendent has the authority to initiate negotiations with the #3 ranked Design-Build Team.

The Superintendent is requesting that the Board of Education review and take action on the agreement for Design-Build Services with Overra Construction for the Ocean View Elementary School project and authorization to proceed with Phase I of the agreement for Pre-construction and Design.

STRATEGIC GOALS ADDRESSED:



Objective #3: Communicate and Lead Together. Goal: All stakeholders will collaborate and communicate about decisions that guide the sites and district.

RECOMMENDATION: Review and approve the agreement for Design-Build Services with Overra Construction for the Ocean View Elementary School project and authorization to proceed with Phase I of the agreement for Pre-construction and Design.

December 21, 2018

Ms. Jackie Kim
Chief Business Official
Albany Unified School District
819 Bancroft Way
Berkeley, CA 94710

Dear Ms. Kim,

The Overaa/Gould Evans Team is very pleased to submit our proposal for Design-Build Services for the Albany USD Ocean View Elementary School Rebuild project.

Over the last several months, our team members have partnered with you to develop high quality learning environments for your new 21st century campus that represent the Ocean View vision, mission, guiding principles and authorship. Through this experience, we know that all stakeholders are heavily invested in every aspect of this campus project and in every critical design decision. The Overaa/ Gould Evans team will continue to demonstrate that your collaborative commentary matters to us! We will continue to guide this ongoing dialogue into the future phases of the project design, such that the realized project truly benefits Albany USD, the Ocean View school community and the greater Albany neighborhoods and families.

The “Learning Courts” scheme that we propose maintains the value and guiding principles established with the bridging architects and the work to date by the Ocean View community over many, many years. Our proposed project elevates these ideas and inserts new thinking that is practical, buildable and “Albanian.” The “Learning Courts” scheme is consistent with Albany’s “Urban Village by the Bay” identity and drive for sustainability—it is an urban solution with sustainability embedded into all aspects of the design, neighborhood circulation development and the outdoor experience. Learning can happen everywhere, and each space (interior and exterior) is multi-functional, flexible and adaptable for your future needs as the Ocean View pedagogy continues to evolve. We aim to make a place where “creating community” can happen each day, so eloquently stated by Principal Terry Georgeson.

The Whole Child. The Albany Community. This begins with your students, as we identified in our Statement of Qualifications. This design for the new Ocean View Elementary School reflects a multi-cultural learning experience for your students that is authentic to their lives and families, but also supports the continuing partnership between the District and the communities it serves. With the Family Courtyard and its international garden, the Science learning space and its contiguous environmental maker yard, the art murals on the classroom walls both inside and out, the students and their families will see themselves represented in their school and in their learning. As with Albany USD, we are “committed to promoting a safe school environment for our whole community” which is demonstrated in the design’s provision of clear outer and inner community boundaries, while still creating the most welcoming environment possible. In support of this welcoming and open educational environment, the new school will embody an “unconditional education” that is collaborative and holistic at its roots to further foster and strengthen social justice and equity.

The Local Team. The Overaa/ Gould Evans team is already part of your community. We know Albany first hand. Our team’s Principal-in-Charge, Lauren Maass, has lived in Albany since 1995 and currently has a daughter attending

12th grade at Albany High School. Lauren has the benefit of wearing two “hats” on this project—one as an experienced Architect and Education Specialist on multiple Bay Area education facility projects and the other as an active and engaged parent within the District. The Overaa team delivered a highly needed Facility Maintenance Building for Albany Public Works in 2017. It is now the place that all Albany city officials want to be!

Your Need and Get. We are committed to the success of this project, which will be measured by delivery of the full program, long term ease of operation and maintenance (physically and financially), delivery of the complete project with NO Surprises, and the strengths of the relationships we establish. We want to partner with you to create an exemplary learning environment that meets your present needs and serves you well into the future.

- We heard you **need** the full project delivered, because the bond dollars are precious and Albany USD may not have this opportunity for many years to come—every bond dollar must be used wisely. You **get** with this team a complete design deliverable within your budget through a transparent process that will involve you in all decision-making.
- We heard you **need** the best possible learning environments for the current and future needs of Albany USD and the Ocean View community, because your/ our students and their education are at the heart of it all. You **get** with this team a true design-build partner who understands and cares about the impacts of every design decision.

We acknowledge receipt of the following:

- Addendum #1 issued October 18, 2018
- Addendum #2 issued November 14, 2018
- Addendum #3 issued December 6, 2018
- Addendum #4 issued December 17, 2018

We hope that a high level of trust has been built over these past several months together and through the information provided in this proposal. We will continue to be a highly engaged partner.

Sincerely,



Carl Overaa
Vice President, Business Development



Lauren Maass, AIA, LEED AP BD+C
Principal, Gould Evans

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OUR VALUES

Being Real Builders

Loyalty

Humility

Rock Solid Reliability

A Can-Do Attitude

A Tradition of Doing the Right Thing

....Since 1907

1 Project Approach

1. What makes your Design/Build uniquely qualified to provide the greatest quality of design and construction with in the District's budget?

Overaa/Gould Evans' demonstrated unique qualifications offers continued value to Ocean View students, faculty, families and District. In the course of our confidential meetings and threaded meetings with Principal Terry, Superintendent Valerie and DCA, our team formed an integrated team atmosphere from the start. Forming a natural team effort cannot be forced just because the contract says its design/build but rather together as a team, we have built a tracked record of applied knowledge and feedback from clients on these design/build projects. Over 60 years, Overaa has become an industry leader on design/build pursuits and in turn we truly enjoy the value in team camaraderie and results in bringing value and experience back to the client.

Full Design Program

A unique qualification Gould Evans introduced was a collaborative tool called Universal Design for Learning **UDL** that was applied in the first confidential meeting. This effective method helped us listen and receive teachers, Principal Terry, District representatives and Board members feedback on a directional path to design your priorities and educational program. **These confidential meeting have confirmed that you are receiving a full program with our price proposal.**

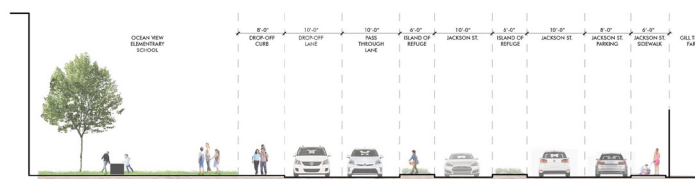
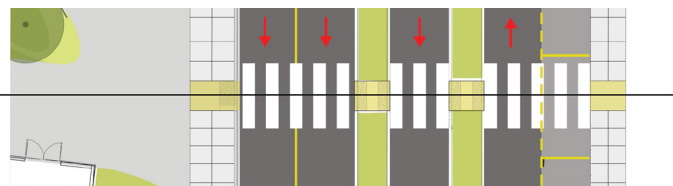


NEED

WHY

GET

Throughout the process we discovered the intangibles and with our team's insight to City's historical knowledge and data we presented real time possible options and ideas for input from you. We do not advance design without consensual agreement from the whole team. For instance, from the start we heard from Principal Terry on the traffic congestion and student, family and staff's safety on the cross walk on Buchanan and Jackson Street. In between confidential meetings we made progress on presenting ideas, holding conversations with outside experts who have investigated this traffic study for years and presented alternatives for complete approval from entire team to get it right.



Extending outdoor learning, providing non-glare, naturally lit and ventilated learning environments, and optimizing "space within space" for every square foot of the Ocean View campus design was demonstrated in every presentation. We heard that to promote "self-directed learners is to connect to natural spaces." To address this, Gould Evans proposed expandable spaces and Shared Resources that open up to the outdoor courtyards. Engaged learning can happen everywhere.

1 Project Approach

LEARNING ENVIRONMENTS

Description	SF / Room	Number
Kindergarten	1,200	4
TK (in MPR Building)	1,350	1
Grade 1	960	4
Grade 2	960	4
Grade 3	960	4
Grade 4	960	4
Grade 5	960	4
Speech + Office	960	1
OT/ SDC	960	1
Aftercare	900	4

LIBRARY AND SUPPORT LEARNING

Description	SF / Room	Number
Library + Media	2,970	1
ELD	530	2
Resource Classroom + Office	400	1
Intervention/ Reading	435	1
Science	850	1
Workroom (Shared Resource)	380	1

MULTI-PURPOSE ROOM AND SHARED RESOURCES

Description	SF / Room	Number
MPR, Kitchen, Stage	6,520	1
Counseling Offices	130	2
Office	95	2
Storage	364	1

ADMINISTRATION

Description	SF / Room	Number
Reception and Lobby	405	1
Principal Office	145	1
Meeting Rooms	170	2
Workroom + Storage	340	1
Restrooms	65	3
Nurse	135	1
Staff Lounge + break kitchen	435	1
Conference Room	515	1
MDF, IT, Data, Telecom, Elevator	380	

MAINTENANCE AND SUPPORT

Description	SF / Room	Number
Restrooms	2,220	
Custodial, IDF, MEP	incorporated	2
Circulation	incorporated	2

TOTALS

New Construction	34,500
Existing to be Modernized	17,000
Existing to remain as-is	4,400
	55,900

Notes:

- District Office not included (5,100 SF)
- Outdoor Staff Area not included (500 SF)
- Outdoor Decks and Exterior Circulation not included
- Totals include Grossing Factor / Circulation

Program

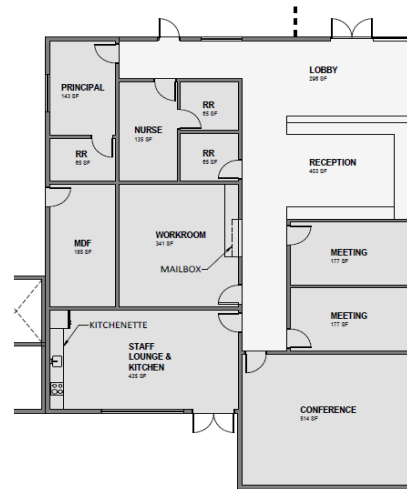
1 Project Approach



LEARNING COURTS – LANDSCAPE PLAN



We understood campus security, existing circulation and access challenges, administrative needs, lunch time pinchpoints and adjacency needs to the Library and Big Play. Through listening and developing consensus, the Overaa/ Gould Evans team brought solutions and a partnering culture to further the Ocean View campus design. We seek to be a fully integrated design-builder team who will be the best partner for the Albany USD stakeholders and Ocean View community to construct your elementary campus.



ADMINISTRATION OFFICE – FLOOR PLAN



SHARED RESOURCES

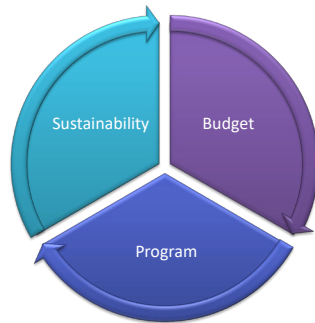
These points mentioned earlier are just a few examples where we believe lies the greatest value in design and programming - that sets us apart. Moreover, we can provide:

- **True alignment of budget and cost**, doing this in real time
- **Consistency with Albany values**, it is personal and important to maintain community relationships well beyond this project
- **Deep knowledge of Albany local agencies** and sound relationships that will be leveraged for the project- Public Works, Rollers and Strollers, Albany Fire Department (see item 7 below)
- **Education expertise** and research in what gets students, teachers and staff motivated.

1 Project Approach

Confident Building Partner

Another unique element is our track record in lump sum design/build contracts. Our featured project Wilson Elementary is Overaa's and Gould Evan's first launched project. This is the District's first design/build project and appreciative of the team's leadership and commitment to the project in budgeting while design is progressing. The preconstruction team is a valuable piece of the puzzle in the process as we provide a contractual agreement of final cost concurrent with the design advancing towards DSA submission.



Overaa offers proven abilities backed by references on delivering successful design/build fixed price contracts, starting from programming, conceptual and schematic design. Several of these projects include:

- Wilson Elementary School, Richmond
- College of Alameda, Center for the Arts, Alameda
- Albany Public Service Center, Albany
- Water Emergency Transportation Center (WETA), Ron Cowan Central Bay & Operations, Alameda
- Wille L. Brown, Jr. Middle School, San Francisco
- San Pablo City Hall, San Pablo
- Contra Costa County MOB Expansion, San Pablo

Overaa/Gould Evans team is built on shared principles in providing highly collaborative, transparent, and trusting partnership. In this process we have been closely monitoring design and engaging with subcontractors on our price submittal. As we have relayed in our confidential meetings, we are live streaming and receiving competitive costs in concert with design. We do not design first, followed by pricing. This results in disappointing outcomes, usually having to reduce program. In these current market conditions and volatile construction cost climate, we must rely on real-time pricing to avoid gambling with program and value for the Ocean View community and bond voters.

Building Off-Site



After our meetings and inquiries received from the stakeholder group on students and faculty safety during construction and mitigating noise and pollution exposure, Overaa plans to prefabricate structural wall systems (wall panelling) and roof structures off-site. This approach will minimize and reduce noisy construction activities avoiding any school disruptions.

We heard the desire to start construction during the summer of 2019, which is reasonable, especially given an unoccupied site and the desire to utilize a fully renovated MPR. We would like to discuss this option with you on this idea with a potential DSA increment. A detailed path is further discussed in Tab 3 Schedule.

That said, **we are proposing a stick-frame structure campus.** This option allows far more flexibility with design changes, low cost, efficient to completing on-time. We have invested conversations with wood-framing vendors, for example Golden State Lumber prefabricates in their Stockton yard, customizing wall panels at their yard site and deliver set-sizes on truck beds for delivery to campuses. Golden State Lumber is experienced at delivering safely at job sites, most especially to K-12, elementary school sites. Overaa's team will assemble these on-site. The beauty of utilizing panelized framing systems is that it commoditizes the product. We do not need to lock in with a single vendor, we are able to progress the design with input from

1 Project Approach

the market and can stay nimble to modify as necessary to meet requirements as design develops. We will have options to self-perform or subcontract out, options to build panelized sections on-site or off-site. Traditional wood framing has the benefits of DSA common practice for expedited review; far more risk free than any other modular option, reduced cost and reduced schedule, and does not come with the constraints of locking in a single vendor. This helps avoid disappointments of proprietary vendors selling you on the front end, but not delivering when it comes to it.

We have built all types of construction modular such as Project Frog, etc. and traditional such as wood frame, structural steel, concrete tiltup, and hybrids of all; the ability to maintain flexibility, to resolve challenges that get discovered during design, address comments from DSA, and avoid non-value single source pinch points leads to a successful project.

Student and Staff Safety, Air Quality, Construction Activity

School construction is one of core market's niches and Overaa brings extensive background experience on campus and community safety. We understand the community's concerns on construction activities that results to exposures to dust, chemicals and fumes from hazmat abatement, demolition, earthwork, etc. and our practices march in following the District's CEQA's demolition plan that includes watering down the site constantly during tear down as a way to avoid any exposure to the children and community. CEQA's strict requirements addresses the standards that we adhere to. We have direct and current experience with CEQA documentation that requires health and safety and mitigating exposure to materials. Overaa has performed many additional historic improvements and renovation projects and have applied CEQA's standards following Cal OSHA's safety requirements. In 2011, Overaa was invited to the VPP contractor, an honorary safety category under Cal OSHA highest safety general contractors.



1 Project Approach

2. What processes and/or systems do you propose that will bring value and quality control to this project?

Collaborative Team Culture

Overaa/Gould Evans's professional services start with the responsibility of building a cohesive partnering with the District, OVES, community, parents, County, staff, teachers, City, unions, design team, and key subcontractors. **Doug Espland** project director and preconstruction manager, **Josh Headley** project manager and **Lauren Maass** design project manager will lead the collaboration where all members of the team will contribute insight and professional skill. We recognize the value of drawing on the strengths of each organization to identify reciprocal goals and maximize output from team members. From the kickoff to construction administration, we will facilitate meetings that address project performance objectives and standards. We will clearly outline a process to meet the goals defined in the specifications, project schedule and budgetary conformance requirements and limitations. Overaa has in-depth expertise in providing preconstruction services incorporating Lean practices which will drive a competitive price, schedule, value, and quality.

100 +	\$400M+	45	\$20M+
Design/Builds	K-12 projects in 12 years	Projects in Alameda County - Overaa/ GE	24 school projects cost savings

We are a reputable design/build education DBE specialist with a record of performing more than 100 design/build projects in the Bay Area with 45 projects in Alameda County, and \$400M K-12 projects within 12 years. From many lessons learned we know to avoid major issues that can arise throughout design and construction. Every project is unique and issues will spring forward. With our team's knowledge and expertise, we can leverage our lessons learned and rely on each other, our design/build team partners, internal resources and together resolve challenges that will present. We have outlined proactive measures and activities, mitigating issues, with a path towards the District's budget.

Integrating Stakeholders

The District's community culture and the Overaa/Gould Evans team partnership's attributions, will guide our way as follows:

- ➔ **Planning Workshop:** Develop the framework and time line for the Ocean View ES Replacement project

- ➔ **Kickoff Workshop:** Reaffirm District's program, design direction and budget.
- ➔ **Ongoing Workshops:** Continually evaluate and re-align team progress
- ➔ **Executive Committee Workshops:** Meet monthly to ensure the project is on course
- ➔ **Core Team Workshops:** Meet weekly to evaluate project status & resolve issues
- ➔ **Stakeholder Workshops:** Meet quarterly to engage stakeholders & incorporate feedback
- ➔ **Closeout Workshop:** Ensure smooth project close-out

Despite the stresses that come with every project, our approach is characterized by a positive attitude and strong desire to make this experience enjoyable for all participants. We bear in mind the seriousness of the work while trying to introduce a thoughtful level of enjoyment. Our strong track record of consistently meeting client objectives has been achieved by the following:

- ➔ Together, we define and prioritize objectives early in the project process
- ➔ Together, we work to proactively identify and reconcile obstacles
- ➔ Together, we continually test the design against opportunities and constraints to deliver the project on time and within budget

Design Workshops

At the outset of programming, our objective is to establish a collaborative client/design team. We recommend beginning each conceptual site study project with a Confirmation and Visioning Workshop at which time the consensus reached by the Design Team will be reviewed. The workshop will be part partnering session and part information exchange. Workshop participants will be determined in consultation with the AUSD representatives, and may include, but not limited to, teachers, students, administrative staff, construction facility managers and mentors for student success. Our experience helping public institutional clients design their facilities has taught us the necessary steps to using funds wisely for conceptual site planning and design. This linear process will serve as our roadmap toward a successful program through both criteria documentation and full design documents.

1. Identify Need – Based on our proposal's

1 Project Approach

conceptual design, this step involves the evaluation (or confirmation) of the AUSD's ability to serve communities and local users, capacity and location, longterm maintenance and operating costs, and ability to support educational facilities.

2. **Consider Alternatives** – We generate alternatives for the purpose of creating an open and transparent dialogue between the design team and the various constituents. This process allows each stakeholder to have a vested interest in the decision-making process.
3. **Choose the Most Prudent Alternative** – The final step to conceptual site planning is assuring constituents that the AUSD has chosen the most prudent alternative. As this exercise balances cost and values, both first and longterm costs will be evaluated. Gould Evans will partner with AUSD to communicate the conceptual design clearly.

We apply the following project management tools to each project for best design value and quality control:

- Early development of a detailed BIM model during the Design Development Phase allows the design and construction team to identify critical conflict areas early on and resolve them while the design process is still fluid. Typically in the industry, BIM models are not completed until the construction phase. By inputting the model earlier, further assurances are in place to avoid costly and time-consuming surprises.
- Newforma, our project data tracking software, is used continually as a powerful information processing and filing tool as it is on all our projects. Newforma enables all parties to access the project file documents from any remote location at any time. The software capability allows the project team to be highly organized internally. It allows smart searches to find key information. And it allows our quality control measures to continue into the construction phase with instant processing of field reports, RFIs. By applying portable computing to our field observation work, site issues are logged to the project file immediately and addressed by the contractors before they can significantly impact the construction schedule.
- In our experience, telephone and face-to-face

conversations continue to be the strongest means of communication and best methods for quality control and design team management. Our open studio environment allows for much project interaction. The confidential meetings shared that transparency, open and safe environment to relay all ideas on the table. These in-house communications support the completeness of the Design Documents and eliminate, to the extent possible, errors and omissions. Albany USD will be involved with the Design Documents throughout the process. We typically require a sign-off at each phase of a project and we are open to discuss additional critical benchmarks for District review as needed to satisfy your stakeholders

Integrated Partnering Delivery - Lean Construction Practices

Since the RFP was issued, the Team has met consecutively to best determine program, design and budget direction. Although not required, we have engaged with the design/build subcontractors, subcontractors and modular specialists and received quotes from the subcontractor community for most major trades on the project. We have chosen partners with strong education qualifications, good safety record, responsible price, and team experience. For any miscellaneous buy-out items required along the preconstruction phase, we will follow the District's Good Faith Participation efforts to afford opportunities for participation by local Richmond businesses in the community. Internally, we use the procedures outlined below as a path towards the District's budget. In addition, we will carefully monitor the scope and watch for unintended scope 'creep' or price escalation(s) which we will work with the District to mitigate.

Functional Design Confirmation Process

Checking and validating Gould Evans's design criteria documents against the project design at the start of the Construction Documents phase ensures that operational, performance, maintenance and other requirements are addressed and incorporated into the project. A thorough cross-check of designed systems confirms design intent, captured scope identifies potential gaps to be addressed. This thoroughness of review is to prevent any change orders.

1 Project Approach

D/B Subcontractor & Early Contracts

A project success on these design/build projects is contracting with design/build subcontractors from NTP. In this case, given the short duration to receive competitive quotes with early preliminary design studies, we plan on deferring sub selection roughly a month and a half after NTP. This will allow us to develop the MEP basis of design with Interface, our MEP preliminary design consultant. We will have a more developed project specific criteria to select design/build MEP subcontractors for full engagement from the schematic design phase through completion. Nonetheless, we have engaged with key subcontractors that have provided cost feedback based on Gould Evans preliminary design to ensure that the budget works. Overaa/Gould Evans proactive efforts eliminates any unknown risk to the DBE team and District with unforeseen scope that usually trend towards to circumstantial change orders. Locking in major trades on design build is an insurmountable savings on cost and schedule as their involvement is critical during the early design phase. A current project such as **The Alameda College, Center for Liberal Arts**, a fixed budget design/build project, locked in key design/build subcontractors trades which made a significant contribution to constructability, value options, alternative design, vendor choices discussion, and long lead materials that otherwise would impact the schedule.

Willie L. Brown, Jr. Middle School, also a fixed budget project entered into contracts with a few design/build subcontractors but left the rest of the trades to lock in price after design was complete. We learned that we needed to enter more in the early stages of design as oppose to later in order to avoid additional redesign work for budget control. Through lessons learned, we have gained greater understandings of critical steps in preconstruction to validate our team's path towards fixed budget contracts and managing design through transparent processes for all to have ownership and contribution on the project.

Generally, Overaa's preconstruction practice in managing design, budget and schedule with key subs early in as early in the programming/ conceptual phase, like Wilson ES, brings tremendous value in Team's collective knowledge discussing options as we optimize the quality of the project. Through the process, we completely engage with the subcontractors for design and material understanding and specification review. We will outline scopes of each

trade in detailed instructions to bidders to eliminate potential double coverage of items, price out options in different scenarios between the trade disciplines, and ensure proper coverage for comparison.

With this market it can be difficult to get tight pricing and good coverage.

We will also reach out and touch people in a wider geography from many different specialties since Overaa is diverse in the work that we do. We will competitively price our self perform work against the market so that you can be ensured you are getting the best pricing. Other advantages of our self perform work is driving the schedule with concrete pours at the front to set the pace of the project, not searching for man power in the heated market, and supplementing subcontractor labor where needed to maintain schedule and work flow.

Continuous Budget Forecasts

The Project Team will utilize our proven system of controls and reporting tools developed by Overaa. Cost control begins during the preconstruction phase, where scope accuracy and good communication is paramount. The use of '**cost clusters**' as a tool during preconstruction and design help us to support effective cost control. The project will initially be broken into trade cost clusters of the major systems (foundations, structure, modular, skin, interiors, MEPS, and more). We will manage to, and monitor, cost impacts to decisions as they are made during stages of design through construction documents. Our team will continually approach the project with innovation, pursuing the right opportunities to create additional value by identifying options to reduce waste in capitol and life-cycle costs while looking at constructability and functionality. We use multiple tools including Viewpoint Software System for much of our project controls. This system is designed to help us monitor and manage project costs from preconstruction through completion, including all documentation in between. This process helps support project cost predictability.

Construction

Overaa project Team will use **Egnyte**; a cloud based account that shares and stores project knowledge. Overaa will maintain an organized file of project documents including, design progression, as-built drawings, warranties, maintenance manuals and additional record keeping files.

1 Project Approach

Overaa staff will keep a set of design documents at the project site and Egnyte and will mark-up these documents with any changes that occur during construction.

We implement technologies such as **Bluebeam** and **PlanGrid** to access real-time data on construction documents, RFI, images and meetings notes to discuss these at actual site. When construction of the project is completed, the aggregate documents will reflect the as-built condition of the project. The updated drawings will be copied and made available to the Team.

Overaa prides itself on its industry leadership in discovering, developing and employing cutting edge tools and techniques for all aspects of efficient project delivery. Besides incorporating the latest technology applications like BIM and CPM to our projects, our field team utilizes **PlanGrid** software pulled from their IPads. The tool captures RFIs, markups, photos, field notes, synchronized all online for immediate accessibility to Team members. We continue to employ the latest technologies to accurately and efficiently define and track your project on hand.

Traffic Management Plan

A detailed construction traffic management plan will be developed with input from OVES, District, and DCA. We are flexible to work with the campus on proposed adjacent construction staging. Construction personnel parking will be designated in and around on-site area while construction activity sequencing allows. Public transportation and carpooling will be encouraged for all construction personnel as the construction progresses and the workforce grows. Overaa will provide and maintain a temporary green construction fence and suitable temporary barriers to prevent public entry and to protect the existing facility, trees and plants from damage or injury from construction operations. We will also provide barriers, barricades and pedestrian walkways as required to maintain public safety. We will monitor all of these measures on a daily basis to assure all protection devices, public safety measures, and clear communication and directional signage is in place.

Safe and Secure Site

Public safety on an residential and business site is paramount. We will maintain a fully functioning and safe site throughout each delivery, installation, start up, or construction activity. Our Superintendent, **Art Carrion**,

Contractors Ahead Of The Curve



Courtesy of C. Overaa & Co.

C. Overaa & Co. Project Manager Camille Hardin

NATIONAL HEALTHCARE SOUTH

FEBRUARY 27, 2019 | REGISTER NOW

FEATURED SPEAKER

DR. ELIZABETH RANSOM

CEO, TRIMBLE HEALTHCARE



Construction firm Overaa has been building in the East Bay for over 100 years and uses several technologies such as, PlanGrid, Viewpoint and Bluebeam, C. Overaa & Co. Project Manager Camille Hardin said. The most useful tools during the building boom have helped with document control, she said.

Technology can create value in Oakland since various city staff are overburdened with the construction boom right now. By having easy access to project documents, it can help inspectors review plans and projects quicker, she said.

For its work at the **Oakland Zoo expansion project**, Overaa was able to save time by showing an Oakland inspector plans electronically, she said.

"We had the ability to be there with technology and show the inspector plans and save his time and our time and keep that [process] moving," Hardin said.

For contractor Contra Costa Electric, technology has been instrumental in its everyday operations. The company has worked on several hospital projects around Oakland and the East Bay and has also done some work with local schools, the Port of Oakland and Oakland International Airport.

with input from our Safety Officer will manage the process of project logistics. We will work around the neighborhood's morning and



evening commute hours by avoiding material and equipment deliveries during those times. Responsible traffic safety coordination includes traffic control, underground utility, construction traffic, deliveries, staging, phasing, pedestrian flow, life safety and access. We will have fencing with vision screen to keep pedestrians and adjacent students away from hazards on the job site. Our project superintendent Art Carrion, or designated substitute, will act as the on site point of contact at all times.

1 Project Approach

3. Sustainability and energy efficiency are priorities for the District. How do you propose to meet the District's sustainability and energy efficiency goals?

This team understands well the mandate to prioritize the District's sustainability and energy efficiency "overarching goals", as established by the Sustainability/ Integrative Design Committee for the Board of Education Resolution #2016-17-01. In addition, this project may want to align with the City of Albany's Climate Action Plan, community sustainability and recycling programs. This project's success is dependent on the close alignment of these goals with the project design:

- Safety and Accessibility
- High Quality Educational Learning Spaces
- Multi-Use by the School and Community
- Efficient Resource Usage
- Quality Architecture
- Budget

As we have demonstrated in our project design and guiding principles, these goals are integrated into every aspect of the proposed school's development. The project will be CHPS verified, with targets being higher for a Verification Leader if achievable within the budget. While the CHPS verification process provides a specific framework to achieve sustainability and energy efficiency, it is these specific committee and resolution goals that emphasize a holistic approach for full integration. Safety and Accessibility will be achieved with a new approach to Jackson Street and Buchanan Street, including safe aisle and roadway crossings (see project street and sidewalk design). The educational environments will embody the highest quality through directional and non-directional orientation for students to create adaptable and flexible learning experiences. Each learning space connects directly with the outdoor areas and natural environments for extended learning/ teaching opportunities. The proposed design focuses on the school community courtyard and play areas (on the weekends and after school hours). The school will continue to serve as a community asset and resource by being surrounded by gathering areas, landscaped public amenity areas, play areas and multi-functional parking areas on the north side of campus. The paved areas can be utilized for parking and/ or community court play areas. Efficient Resource Usage is integral to the design of project through careful consideration for Net Zero Readiness, so mechanical and plumbing systems cannot rely on gas. An Energy Usage Intensity (EUI) has been established for the project, which varies depending on final mechanical system

selection. We will work with the alignment of the budget and project scope to achieve the lowest EUI possible. The roof area can provide more than enough area for future photovoltaic arrays to offset all electrical energy needs. As we have discussed in our interview, the electrical energy use must be lowered, not just offset. Our proposed project will further refine this reduction of electrical use with LED lighting (both interior and exterior), natural light into all spaces to reduce reliance on lighting systems.

The quality of the architecture must reflect these sustainability values, again, in each aspect of the design. Highly durable materials, that don't require replacement (and further use of resources), will be utilized. The architectural language for the campus will be consistent between new, existing and modernized facilities. By utilizing valuable facilities already existing on campus, such as the Library, Multi-Purpose Room and Grade 5 structure, the Design Team continues to focus resources on renewal and rehabilitation, redirecting other funding to new construction for the learning environments.

The Budget must be in direct alignment with these goals. As stated above, the funding is strategically placed to support new educational environments while valuing several existing structures. The long term maintenance and operations for the school cannot burden the district's financial challenges, so the project will utilize simple and effective technologies and systems; the project should not get overcomplicated from the perspective of MEP systems.

The Sustainability / Integrated Design Committee has also established consistency with the City of Albany's Climate Action Plan for a "sustainable urban village." Per that plan, the propose school must be resilient to future climate changes and support the community goals for carbon neutrality and means of reducing carbon footprint.



1 Project Approach

4. Describe your experience with CHPS verified projects. How many CHPS Verified projects has the Design/build team completed? Identify who on the team will be responsible for the CHPS process?

This Project Team has always brought a rigorous approach to goals for sustainability, energy efficiency and “building science.” We share Albany USD’s commitment to significantly reducing energy consumption, which also translates into decreased maintenance, and increased durability. “Building Science” is the architectural-engineering-construction technology discipline which will be focused on the detailed design of Ocean View Elementary School campus and site development. It is understood that this Re-build project responds to:

- ➔ Climatic conditions (sun, wind, rain, temperature, humidity)
- ➔ Characteristics of materials such as
- ➔ permeability of site materials to water, constructability, material adjacency
- ➔ and longevity issues.
- ➔ Human physiology and comfort for all occupants—students and teachers.
- ➔ Energy consumption, environmental control-ability, building maintenance
- ➔ considerations, and longevity of systems.

This Project Team, having delivered multiple CHPS compliant projects, will bring these leverage these opportunities to enhance the Ocean View Elementary School design. These measures will further support Albany’s Climate Action Initiatives to reduce greenhouse gas emissions throughout the city. Reducing Ocean View Elementary School’s reliance on fossil fuels and natural gas, such as an all-electric energy solution and encouraging walking and biking will help to achieve these community goals.

Brandon Kent, Lauren Maass with Gould Evans and Doug Espland at Overaa will coordinate with Interface Engineering, Rick Russell and Phaedra Svec with McLennan Design on CHPS requirements.

The following are examples of our team’s CHPS performance background on school projects plus additional sustainability certified projects.



Edna Maguire Elementary School, Lease/Leaseback

Design/Build Willie L. Brown, Jr. Middle School - New Campus

San Francisco, CA



Exceptional CHPS Verified Project



Designed and built by Overaa, the Willie Brown PV system is a 140KW DC grid interactive photovoltaic system. The system has 518 Suniva OPT 270-60-4-100 60 cell mono high efficiency modules which are fed from 3 Fronius 44 KW CL grid interactive inverters. The system is located on two roof structures as follows: PV Sub System 1: PV array is a flush mounted to a standing seam metal roof where we are utilizing S-5-U" non-penetrating clamps" which attach to the "standing seams" of the roof material. PV Sub System 2: PV array is mounted at a 10 degree angle utilizing Unirac's RM ballasted "non- penetrating" racking system.

The entire PV system is being monitored by a Deck Monitoring system which will report energy production to the utility via certified third party reporting service for PBI utility incentive program. Local weather conditions are monitored via weather package. The entire PV systems production is recorded and presented via internet to owner providing real time and historical PV production reports. System size: 140,000 watts DC



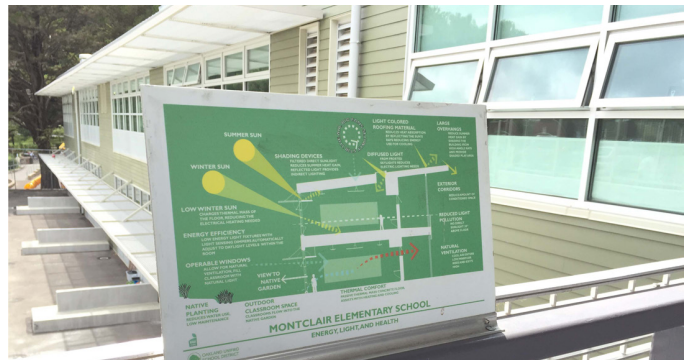
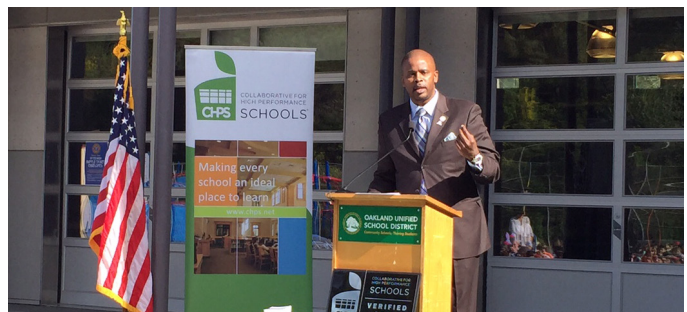
SUSTAINABLE DESIGN EXAMPLE

MONTCLAIR ELEMENTARY SCHOOL Oakland, CA

CHPS VERIFIED

This airy, elegant, CHPS-based facility and campus modernization provides: 90% day-lit classrooms and a 30% energy savings above Title 24; safe, articulated zones for drop-off and pick-up; a planted hillside garden providing classroom views with “green relief;” a bioswale to dramatically improve storm water management; and a range of sustainable amenities:

- Edible school yard
- Green roof filters water and slows its release into the sewer system
- Hillside plants collect and filter rainwater while stopping erosion
- Sunshading devices control the sunlight entering the classroom
- Classroom extends to the outdoors on the ground level
- High efficiency furnaces in the classrooms save energy
- Open corridors reduce the building envelope which reduces heating and cooling loads
- Skylights assist with natural day lighting instead of electric lighting, providing 90% day light classrooms
- Recycling room
- High efficiency heating unit recycles warmed air for energy savings
- Community garden and garden classroom
- Bioswale filters site runoff and slowly releases it into the sewer system





CHPS Certified Projects

The mission of the Collaborative for High Performance Schools is to facilitate the design, construction and operation of high performance schools: environments that are not only energy and resource efficient, but also healthy, comfortable, well lit, and containing the amenities for a quality education. The CHPS certification inspires change in our educational system.

Fairmont Elementary School / CHPS
EL CERRITO, CALIFORNIA

Linda Elementary Classroom & Library / CHPS
MARYSVILLE, CALIFORNIA

Fox Elementary School Modernization / CHPS
BELMONT, CALIFORNIA

Nesbit Elementary School Modernization / CHPS
BELMONT, CALIFORNIA

Ralston Middle School Modernization / CHPS
BELMONT, CALIFORNIA

Martin Luther King Jr. Middle School / CHPS
HAYWARD, CALIFORNIA

Hercules Middle-High School / CHPS
HERCULES, CALIFORNIA

San Leandro High School 9th Grade Campus / CHPS
SAN LEANDRO, CALIFORNIA

San Leandro High School Arts Education Center / CHPS
SAN LEANDRO, CALIFORNIA

East Kapolei Middle School / HI-CHPS
KAPOLEI, HAWAII



San Leandro High School 9th Grade Campus / CHPS
WLC Architects
© Ray Juachen

CHPS Designed Project

Hillview Middle School, Lease/Leaseback -
New Campus, Menlo Park, CA

Green Features

Overaa's performance on the Hillview Middle School has been designed as a CHPS verified school with green components included in all facets of the design and construction. This includes the following:

- Stormwater management through retention pond, bio-swales, and underground storage Garden with rainwater collection system
- Synthetic athletic field to reduce water usage
- Low water use plants and fully automated irrigation system
- Cool roofs and asphalt areas
- Water conservation through ultra-low flush toilets and fixtures
- Energy efficiency
- Energy efficient lighting and automated controls
- LED exterior lighting fixtures
- Smart master lighting control system
- Maximum use of daylighting
- Photovoltaic solar energy system to offset the school's energy usage
- Charging stations for electrical vehicles
- Dual-glazed and fully operable windows
- Exterior sun shades
- Energy efficient heating and cooling systems
- Energy management systems
- Natural ventilation systems
- Use of recycled materials in building components
- Use of low emitting VOCs in building materials
- Acoustically quiet teaching spaces
- Educational components oGarden area
- Web based monitoring of school's energy production and usage
- Web based weather station
- Construction waste management
- Bicycle and pedestrian friendly school
- Joint-Use facilities (City of Menlo Park)
- Tinker Park
- New synthetic athletic field

Received Architectural Design Award

from the Society of American Registered Architects
California Council



1 Project Approach

CHPS Designed Projects

Additional projects performed by Overaa on all listed lease/leaseback collaborative projects encompassed CHPS design performance measurements navigating to CHPS criteria.

Oakland Unified School District /
The Center - Central Commissary Project
 Oakland, CA

Oakland Unified School District /
Sankofa Academy, Washington Elementary School
 Oakland, CA

Mill Valley School District
Enda Maguire Elementary School - New Campus
 Mill Valley, CA

Fremont Union High School District
Monta Vista High School
 Cupertino, CA



The Center, Central Commissary, Lease/Leaseback



Sankofa Academy, Washington Elementary School Lease/Leaseback



Monta Vista High School, Lease/Leaseback



Edna Maguire Elementary School, Lease/Leaseback

A GLIMPSE AT OUR LEED PROJECT LIST

With every project we strive to meet and exceed sustainability/green standards and goals. Currently, Gould Evans can account for over 30 projects achieving LEED certification or designed with sustainability in mind. Below is a selected list of these projects.

LEED Platinum Certified

Biodesign Institute, Building B - ASU
Tempe, AZ
Petey Cerf Early Education Center
Lawrence, KS (seeking)

LEED Gold Certified

750 Second Street Residences
San Francisco, CA
NOAA Southwest Fisheries – La Jolla Lab
San Diego, CA
Laney College Athletic Fields & Field House
Oakland, CA
Biodesign Institute, Building A - ASU
Tempe, AZ
Weatherup Center - ASU
Tempe, AZ
William Johnston Building – FSU
Tallahassee, FL
Multipurpose Facility – Hillsborough CC
Ruskin, FL
Maricopa County Downtown Court Tower
Phoenix, AZ

Hertz Center – Tulane University
New Orleans, LA
Morrow Garrison Building – University of Central Missouri
Warrensburg, MO
M.E. Rinker, Sr. Hall – University of Florida
Gainesville, FL
Student Union – University of Missouri, Kansas City
Kansas City, MO

LEED Silver Certified

Berkeley Public Library – Claremont
Berkeley, CA
East San Jose Carnegie Library
San Jose, CA
Child Development Center – Las Positas College
Livermore, CA
Global Institute of Sustainability - ASU
Tempe, AZ
Hassayampa Academic Village - ASU
Tempe, AZ
Student Academic Support Center – FIU
Miami, FL (seeking)
Lawrence Public Library
Lawrence, KS (seeking)
Elliott Museum of Ingenuity
Stuart, FL (seeking)
NOAA Annette Island
Metlakatla, AK
NOAA Gulf of Mexico Disaster Response Center
Mobile, AL (seeking)

NOAA University of Alabama Cooperative Institute &
Research Center
Tuscaloosa, AL (seeking)
Health Science Institute – Penn Valley Community College
Kansas City, MO
Spiritual Life Center & Conference Center
Unity Village, MO
Student Recreation Center – University of Central
Missouri
Warrensburg, MO (seeking)
David Eccles School of Business – University of Utah
Salt Lake City, UT (seeking)

LEED Certified

The Fulton Center – ASU
Tempe, AZ

Sustainable Design

Hamel Family Wines
Sonoma, CA
Arizona Western College
Yuma, AZ
Baron BMW
Merriam, KS
Blue Valley Academy
Overland Park, KS
Butler Construction Headquarters
Grandview, MO
Cerner West Campus Phase I
Kansas City, KS
Highland Recreation Complex
Largo, FL
Columbus Hall
Kansas City, MO
Dream Center
Kansas City, MO
Center for Health Careers Education – Gateway CC
Phoenix, AZ
Phoenix U.S. Courthouse & Federal Building
Phoenix, AZ
Tinker Elementary School
MacDill Air Force Base, FL
Central Resource Library – Johnson County Library
System
Overland Park, KS
New Topeka Center
Topeka, KS
South Middle School
Lawrence, KS
Pleasant Lea Elementary School
Lee's Summit, MO
Manhattan High School
Manhattan, KS
NOAA Cooperative Oxford Laboratory
Oxford, MD

4 Life Cycle Costs Net Zero Energy Analysis

Collaborative for High Performance Schools (CHPS)

Project Scorecard: 2014 CA-CHPS Criteria™

School Name:	Ocean View Elementary - New Construction on an Existing Campus
Expected Completion:	
School District:	Albany School District
School Address:	Albany, California
School Contact:	
Student Capacity:	
Approximate Square Feet:	

Verification

Key: P - Prerequisite; PS - CHPS Plan Sheet Required; CD - CDs Required; A - Attachment Required

Criteria	Title	Preq.	Possible	Yes	? Yes	? No	No	Notes
Integration and Innovation								
II 1.0	Integrated Design	P	1	1				Programming and Pre-Construction
II 1.1	Enhanced Integrated Design		1	1				Involve Contractor / BIM modeling
II 2.1	District Level Commitment		2		2			District CHPS membership & District Req.
II 3.1	School Master Plan		1	1				Masterplan, resilience, traffic
II 4.1	High Performance Transition Plan (Renovation project only)		2				2	For Existing Schools/Renovations
II 5.0	Educational Display	P	1	1				
II 6.1	Educational Integration		2		1			District commitment to education
II 7.1	Demonstration Areas		1	1				5 Demonstration areas - each category
II 8.1	Climate Change Action / Carbon Footprint Reporting		3	2	1			School GHG Inventory (1,2,3) + CAP-25%
II 9.1	Crime Prevention Through Environmental Design		1		1			CPTED workshop, professional, Plan, 3 strat.
II 10.1	Innovation (CHPS Verified Projects only)		4	1	3			Various innovation credits
II 11.1	District-Wide Sustainability Planning		1		1			District Wide Committee + Inventory + CAP
Subtotal			20	8	9	0	2	

4 Life Cycle Costs Net Zero Energy Analysis

Criteria	Title	Preq.	Possible	Yes	? Yes	? No	No	Notes
Indoor Environmental Quality								
EQ 1.0	HVAC Design - ASHRAE 62.1	P	10	10				Cal Green & Title 24 ASHRAE 62 - 10 issues
EQ 1.1	Enhanced Filtration		2	2				Merv 15 or higher
EQ 1.2	Dedicated Outdoor Air System		3		3			Down to room level
EQ 2.1	Pollutant and Chemical Source Control		2	1	1			cust, copy, walkoff mats, CO, cabling etc.
EQ 3.0	Outdoor Moisture Management*	P	0	0				Cal Green Envelope, sprinkler, entry, grading
EQ 3.1	Outdoor Moisture Management (rennovations only)		1				1	
EQ 4.1	Ducted Returns		2	2				Ducted returns rather than plenum
EQ 5.0	Construction Indoor Air Quality Management	P	3	3				CalGreen + Building Flushout
EQ 5.1	Enhanced Construction Indoor Air Quality Management		3	3				SMACNA IAQ Plan during construction
EQ 6.1	Post Construction Indoor Air Quality		1		1			HEPA Filter Vacuums
EQ 7.0	Low Emitting Materials	P	2	2				Paints, coatings, flooring, wood, sealants
EQ 7.1	Additional Low Emitting Materials		6	5	1			Sealant, flooring, wood, furn, ceilings, paint
EQ 8.1	Low Radon		1	1				assess radon and remediate
EQ 9.0	Thermal Comfort - ASHRAE 55	P	4	4				temp, humidity and air flow thresholds
EQ 10.1	Individual Controllability		2	2				classroom adjustable thermostat
EQ 10.2	Controllability of Systems		2	2				operable windows & temperature controls
EQ 11.0	Daylighting: Glare Protection	P	4	4				overhangs and blinds, glare modeling
EQ 11.1	Daylight Availability		7	2	5			daylight modeling, fc levels achieved
EQ 12.1	Views		3	1	2			views (70%, 80%, 90%)
EQ 13.1	Electric Lighting Performance		2	2				CRI, RoHS compliant, LED
EQ 13.2	Superior Electric Lighting Performance		7	3	4			Lighting quality, controls, performance
EQ 14.0	Acoustical Performance	P	5	5				reverb, bacground 45 dBA, out/in, STC
EQ 14.1	Enhanced Acoustical Performance		4		4			higher levels of above
EQ 15.1	Low-EMF Wiring		1	1				Low EMF wiring
EQ 15.2	Low-EMF Best Practices		2		2			Best Practice wiring for tech
EQ 16.1	Thermal Displacement Ventilation		2		2			90% classrooms
EQ 17.1	Mercury Reduction		1				1	lamps
Subtotal			82	55	25	0	2	

4 Life Cycle Costs Net Zero Energy Analysis

Criteria	Title	Preq.	Possible	Yes	? Yes	? No	No	Notes
Energy								
EE 1.0	Energy Performance	P	8	8				Title 24, 2016 - 5%
EE 1.1	Superior Energy Performance		40	18	13	9		Title 24, 2016 - 6-100%
EE 2.0	Solar Ready*	P	0	0				Title 24 Part 6 Section 110
EE 2.1	Zero Net Energy Capable		2		2			provide solar modeled for Net-Zero
EE 3.0	Commissioning	P	4	4				
EE 3.1	Additional Commissioning Qualifications		1	1				Commissioning Agent licensed
EE 3.2	Building Envelope Commissioning		2	0			2	NIBS guidelines
EE 4.0	Outdoor Air Quality	P	0	0				CalGreen Section 5.408.1 refrigerants/fire
EE 4.1	Environmentally Preferable Refrigerants (rennovations)		1				1	
EE 5.0	Energy Management System*	P	0	0				Title 24 Part 6 Section 110.9 or 130
EE 5.1	Energy Management System		2	2				EMS base system
EE 5.2	Advanced Energy Management System and Submetering		2		2			Automated Demand Control & data storage
EE 6.1	Natural Ventilation		3		2	1		ASHAE 55 NatVent, 75% of classrooms, 90%
EE 6.2	Energy Conservation Interlocks		2	2				Title 24 140.4, autoshut off w/open window
EE 7.1	Low Carbon School		1		1			No natural gas for water heating or heating
EE 8.1	Electric Vehicle Charging		1		1			2% of parking spaces
Subtotal			69	35	21	10	3	
Water								
WE 1.0	Indoor Water Use*	P	0					CalGreen 5.303.6, fixture performance
WE 1.1	Minimum Reduction in Indoor Potable Water Use (renno)		4				4	
WE 2.0	Waste Water Reduction*	P	0	0				may not be a pre-requisite for CA?
WE 2.1	Reduce Potable Water Use for Sewage Conveyance		4	2		2		shut-off valves, 20% reduction, 40%
WE 3.0	Irrigation and Exterior Water Budget*	P	1	1				baseline, CalGreen 5.304.6
WE 3.1	Irrigation and Exterior Water Budget - Use Reduction		2	2				soil moisture meters & controls - recreation
WE 4.1	Reduce Potable Water Use for Non-Recreational Landscaping		3	2		1		reduce 20%, 35%, or 50%
WE 5.1	Reduce Potable Water Use for Recreational Landscaping		2	1		1		reduce 25%, 50%
WE 6.1	Irrigation Systems Commissioning		3	3				
WE 7.1	Water Management System		2		2			submeter by water use type
WE 8.1	Demonstration Rainwater Catchment		1		1			collection with measurement
Subtotal			22	11	3	4	4	

4 Life Cycle Costs Net Zero Energy Analysis

Criteria	Title	Preq.	Possible	Yes	? Yes	? No	No	Notes
Sites								
SS 1.0	Site Selection	P	2		2			Phase 1 DTSC report & Title 5 Division 1
SS 2.1	Environmentally Sensitive Land		2	1	1			FEMA flood Plain?
SS 3.1	Minimize Site Distrubance		1			1		FAR 1.4, red. parking, 25% open, 50% veg
SS 4.0	Construction Site Runoff Control and Sedimentation	P	1	1				Erosion and Sedementation control
SS 5.0	Grading and Paving	P	0	0				CalGreen Section 5.106.10
SS 5.1	Post Construction Stormwater Management		2	2				25% reduction
SS 6.1	Central location		2		2			Students proximity to school & amenities
SS 7.1	Located Near Public Transportation		1		1			proximity to public transit
SS 8.1	Joint-Use of Facilities		1		1			sharing facilities/grounds with community
SS 9.0	Bicycle Parking*	P	0	0				CalGreen 5.160.0.2.2
SS 9.1	Human-Powered Transportation		2	1	1			bike lane + parking 15-20% students, safe routes/lanes 1 mile
SS 10.1	Reduce Heat Islands - Landscaping and Sites		2	2				white paving & shade
SS 11.1	Reduce Heat Islands - Cool Roofs and Green Roofs/Walls		2	1	1			white roof, green roof 25%, green wall/tree 30%
SS 12.0	Light Pollution Reduction*	P	0	0				CalGreen 5.106.8
SS 12.1	Avoid Light Pollution and Unnecessary Lighting		2	2				Exterior timed lights, sheilded, color temp
SS 13.1	School Gardens		2		1	1		200 sf/ student or 500sf/student + polinator hedgerow
SS 14.1	Use Locally Native Plants for Landscape		1	1				trees and ornamentals
Subtotal			23	11	10	2	0	
Materials and Waste Management								
MW 1.0	Storage and Collection of Recyclables	P	2	2				CalGreen 5.410.1-2
MW 2.0	Construction Site Waste Management	P	2	2				CalGreen 5.408.1
MW 2.1	Construction Site Waste Management		2	2				75%, 90%
MW 3.1	Single Attribute - Recycled Content		2	2				10-20% recycled content by cost
MW 4.1	Single Attribute - Rapidly Renewable Materials		1			1		
MW 5.1	Single Attribute - Certified Wood		1		1			FSC 50% wood by cost
MW 6.1	Single Attribute - Materials Reuse		1			1		
MW 7.1	Multi-Attribute Materials Selection		2		1			10 EPDs
MW 8.1	Building Reuse - Exterior		2				2	(might get this on library project?)
MW 9.1	Building Reuse - Interior		1				1	
MW 10.1	Health Product Related Information Reporting		1		1			20 HPDs, Declare or C2C

4 Life Cycle Costs Net Zero Energy Analysis

Criteria	Title	Preq.	Possible	Yes	? Yes	? No	No	Notes
Subtotal			17	8	3	2	3	

4 Life Cycle Costs Net Zero Energy Analysis

Criteria	Title	Preq.	Possible	Yes	? Yes	? No	No	Notes
Operations & Metrics								
OM 1.0	Facility Staff and Occupant Training	P	2	2				facilities, teachers & admin training
OM 2.1	Post-Occupancy Transition		1		1			PO survey + meeting
OM 3.0	Performance Benchmarking	P	2	2				commit to POE and testing
OM 4.1	High Performance Operations		6		6			operations requirements
OM 5.1	Systems Maintenance Plan		1	1				O&M Manual
OM 6.1	Indoor Environmental Management Plan		1		1			IAQ management plan for operations
OM 7.1	Green Cleaning		1		1			plan + audit
OM 8.1	Integrated Pest Management		1		1			IPM Plan + screens and design barriers
OM 9.0	Anti-Idling Measures*	P	0	0				Turn off busses, traffic flow
OM 9.1	Additional Anti-Idling Measures		1		1			District wide idling bus policy
OM 10.1	Green Power		1			1		RECs 15% energy budget
Subtotal			17	5	11	1	0	
Total			250	133	82	19	14	
New School Existing Campus = 54 Prerequisites + 110 pts = 164				Yes	? Yes	? No	No	

Verified Leader = 52 Prerequisites + 160 points = 214

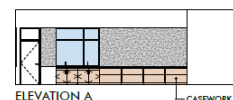
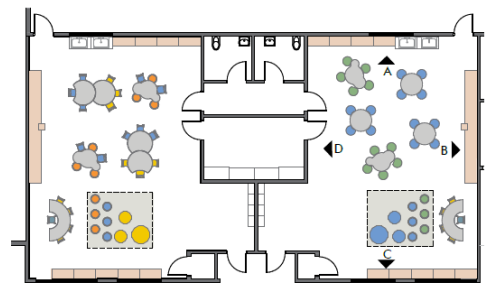
P 54

Y + ?Y 216

1 Project Approach

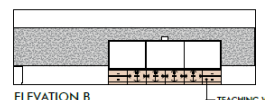
5. Describe how you propose to incorporate furniture layouts into your design process? Identify who will on the team will be responsible for furniture layouts

The Design Team will include a furniture/ interiors design associate, who will be directly responsible for proposed furniture layouts and furniture specifications. The furniture process will begin at the Schematic Design/ Design Development phases, as furniture must be fully integrated into the planning of the educational environments. The success of the learning spaces is dependent on how well the furniture enhances and compliments the Ocean View pedagogy. As education becomes more individualized and personalized, the furniture must also adapt. Per our team's education research, students learn in many ways and may want to be offered a multi-modal options. Some students are comfortable on the ground, while others like to be on soft steps, while others like to sit at tables in chairs. We will explore with the Ocean View Elementary Principal, teachers and staff as to what furniture should be considered for the learning areas, as well as the Library, resource spaces, the administration area, and outdoor dining. Following these exploration meetings, we will propose on options space-by-space. A furniture specification for bidding will then be development, with alternates as needed for pricing variations to meet established FF&E budgets. To reiterate, this will not be subcontracted out to local furniture vendors; this will be lead by the Design Team. We may consult with a local furniture vendor if desired by the district.



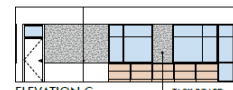
ELEVATION A

CASEWORK



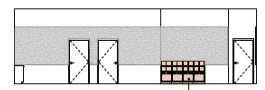
ELEVATION B

TEACHING WALL



ELEVATION C

TACK BOARD



ELEVATION D

CUBBIES

TYPICAL KINDER CLASSROOM



1 Project Approach

6. Describe your process for updating the District of cost impacts of design decisions by the District during the design process. Identify who on the team will be responsible for cost estimating and cost updates.

Managing Design & Scope Creep

On Overaa's projects, we use a risk and opportunity log to manage all the components of the budget including contingencies and General Conditions. We also use this tool, as well as to helping guide the Owner on decisions they may be making in response to regarding user requests. For this project, The RFP invites designers to conceptualize a program under the guidance of the District's Criteria Documents that affords the District's budget. As such, the initial team meetings are crucial as we confirm program understanding, District's and community's vision, design, schedule and budget to advance design towards Construction Documents.

We have been utilizing this process on many projects successfully. A few examples include:

Design/Build Alameda College New Center for the Liberal Arts Alameda, in preconstruction, we are partnered with the Owner, key stakeholders, and design/build team that started from programming the project through full design. Similar to Wilson ES, our design/build team proposed a conceptual design that developed conversations of District's desired features on the project. Overaa leads with the District by editing drawings, providing options and feedback on finishes, equipment, materials and coordinating subcontractor feedback on deliverables. In weekly team progress meeting the identified action items from key stakeholder meetings are updated and confirmed. Design drawings progress were presented with budget validating the design is conforming to the District's budget. Several weeks ago, Overaa solicited bids at DD level to lock in pertinent trades and collect input for remaining design. We held several community meetings led by Overaa in efforts to meet the District's local 25% participation goal.



Design/Build Willie L. Brown, Jr. Middle School, San Francisco the project is another example of a fixed price project. One notable difference in this project was starting from RFP with 60% design developed. Overaa worked with the designer in developing optimal cost options without compromising the quality of design. In fact, we were able to provide 34 enhancements and stay on budget where the other competition were \$4M over budget with no enhancements. With combined team efforts, we identified target cost value by discipline as a measurement in preventing scope creeps with Owner desire to make changes to result an award winning project.



1 Project Approach

Design/Build Wilson Elementary School, Richmond

Our preconstruction stewardship leads with design partners in the development of design while budgeting its progress towards a responsible fixed price/GMP. As a community partnership project, all stakeholders are fully engaged in the process of reviewing options and agreeing together on District/community program's benchmark in the design/build engagement experience.

We started with conceptual designs and conceptual budgets. We utilized our internal resources with costs we have seen on other projects, self perform estimating, and budgets received pricing from trusted key subcontractors in specialty trades to get a balance of information and a responsible/reliable budget. As design develops, there are possibilities for scope to increase as additional details are incorporated into the documents and requests/ideas are generated. Overaa's task is to catch potential cost increases early and resolve. We are able to get input and bring in subcontractor partners to help guide design development to maintain budget and where added scope is requested, we are able to either find areas to reduce to offset or at least provide cost information for Owner's to make educated decisions on how to move forward and avoid redesign to solve budget problems later. We hold regular key trade meetings to update and verify progress, identify issues to resolve, and guide the process to maintain initial design intent, confirm client expectations are being met, and maintain budget and schedule. We meet with key design consultants and Overaa's structural estimators and key structural subcontractors to validate the structural systems of the building to progress the right direction. We meet with key design consultants and Overaa's preconstruction team and framing/MEPS/ceiling contractors to coordinate above ceiling spaces, floor plate heights, design solutions for the different trades. We meet with civil and landscape consultants to identify best grading solutions, bio retention and drainage solutions, and work to minimize retaining walls and minimize the amount of retopo from existing while making necessary upgrades for new construction and ADA requirements. We identified cost options to select lowest cost/most appropriate for extent of asphalt and concrete. We hold finish updates first with the key Owner stakeholders and then to broader Owner and community stakeholders to update and validate and get necessary user input. We have reviewed ceiling solutions such as clouds, glue up tile, spray

applied insulation, duct liner, and ceiling panels to analyze the different aesthetic, acoustic, and cost options to select the best product for the project. We have kept the Owner included in the entire process with very clear spreadsheets outlining initial budget items included in early concept, and updated for progress to SD, and updated for progress to DD with action items so that the scope and budget is transparent. Wilson has had a very involved Owner that has attended nearly all of our meetings and provided input along the way. We have maintained the budget throughout and the program has remained intact.



1 Project Approach

7. Describe your process for managing CDE review/ approval, coordination with the various utility service providers, coordination with City of Albany and UC Berkeley for off-site improvements.

The Design Team possesses “real time,” current experience with California Department of Education (CDE), California Geological Survey (CGS), Albany Fire Department, and UC Berkeley Campus Planning, UC Berkeley Real Estate Division, as well as UC Berkeley Fire Marshall and utility service providers such as EBMUD, PG&E, AT&T /Comcast etc. and other cable companies for data and phone connectivity. We have worked directly with multiple school districts to coordinate pre-application meetings, application preparation, negotiation, securing of the sign-offs or permits and other agreements regarding the project. This advocacy and direct involvement provides security for the district and delivers upon the requirements for the project.

- The Design Team will set up bi-weekly meetings to track all regulatory (local and state) applications and requirements.
- The Design Team will lead application processes, including coordination with utility companies.
- The Design Team will secure application approvals.
- The Design Team will negotiate all public work and off-site improvements with UC Berkeley.

California Department of Education (CDE). We are currently tracking an application with CDE School Facilities Planning Division, form 4.08 for Plan Submission of Modernization Projects on the Wilson Elementary School in Richmond, CA. This Ocean View Elementary campus replacement project will file a similar application. Firstly, a preliminary application is submitted for review by CDE (John Gordon and Fred Yeager) with whom we have current relations. In fact, the Design Team has already discussed this project with CDE. If a Small School Site Application is required, we have also secured this segment of the application process. In our experience, being proactive with the CDE team produces positive results as it’s best to collaborate on the school site development in order to best meet Title V requirements.

California Geological Survey (CGS). The Design Team has secured many approvals with CGS, as most projects require this. Our approach is to work with the CGS team in coordination with the district to apply well ahead of the Division of State Architect (DSA) permit submittal. The front-end work involves thorough review of the

geotechnical engineer’s draft report by the Design Team’s structural engineer. This review cannot be stressed enough to avoid interpretations that are inconsistent with the structural engineering assumptions and design. The key to this regulatory agency is securing a timely approval to avoid delays with DSA.



Albany Fire Department (and Fire Department, City of Berkeley). The Design Team already has a relationship with the Albany Fire Department through involvement with the bridging documents for Albany High School and local communication with Lauren Maass (Principal in Charge), as she is a 25 year standing residence. The fire access and site development coordination is critical for DSA sign-off, PRIOR to the DSA permit submittal. This must be negotiated up front on the project. It will be one of the first steps taken on the project. It is understood that the City of Berkeley may be the first responder, so we will work with both local department agencies. The existing and proposed fire hydrant development will also occur immediately.

City of Albany and other local committees. We will commit to working with Albany city officials (Albany Public Works) as well as other committees – Parks and Recreation Committee, Traffic and Safety Committee, and the Rollers and Strollers advocacy group on all public spaces, such as sidewalks, bike paths, street curbscuts, street trees and other public way issues related to the Ocean View Elementary campus. Lauren Maass has relationships with all the committees and can advocate for the best solutions for the project.

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University of California, Berkeley Planning and Real Estate Divisions (and Fire Marshal if needed).

Existing relationships are in place between the Design Team and the UC Berkeley agencies. We have pulled permits through the Fire Marshal and the planning agencies through work on the UC Berkeley campus (Maxwell Family Garage and Fields- adjacent to California Memorial Stadium). Through this work, we collaborated with UC Berkeley agency officials to provide a site development project that touched key routes on the east side of the campus. We are aware that Jackson Street is under the jurisdiction of UC Berkeley, and we will work to deliver on the proposed traffic easing and safety measures on behalf of the Ocean View Elementary community. Their UC Village community of families connects directly with the campus and attends the school. We have always believed that UC

Berkeley should improve all the connectivity routes with the campus- completion of sidewalks, speed bumps for traffic easing, areas of refuge for safe street crossings. With the assistance of our traffic consultant, we plan to leverage these existing relationships to better the site surrounding the campus.

Public Utilities. Applications with EBMUD and PG&E, as well as other dry utilities, will be negotiated and secured with the assistance of the Design Team and the district. The Design Team will lead these applications and coordinate all necessary sign-offs. These applications require constant attention, and they will be tracked on a weekly basis through our regulatory agency biweekly meetings.



1 Project Approach

8. Describe your approach to developing and reviewing the design and construction documents with the District. Describe your process for obtaining District Approvals of systems and materials

The D/B process established by the District has helped us to test a variety of ideas within the District and stakeholder group. With a small and well-informed group, it is relatively easy to illustrate concepts and benefit from the response we've received. Once the project moves from procurement into construction design, it will be important to carry these ideas to the larger community and to develop support for the project. Through extensive experience with community engagement process, we have learned that even a strong design may be challenged. In the context of a D/B procurement process – where design and cost are integrated – it is important to be clear about cost implications while remaining open to constructive input.

We believe it is important to understand the decision-making structure of the District and OVES, to arrive at agreement on milestones at which the design and budget will be reconfirmed. Our preparation for presentations will include updated costs so that all participants understand the implications of any changes that are made.

Our use of 3D presentation techniques, as a complement to plans and estimates, make it relatively easy for all to understand and visualize the design. Because this new building will be so important to the identity of the District & OVES, we will work with you to refine the details of the building and site to create a new campus at Ocean View ES.

Through the process of confidential meetings, we have the impression that the program for the building is well expressed in the RFP.

Nonetheless, we anticipate that a series of meetings with the academic departments will be needed to confirm their needs and to offer the opportunity to bring forward and address and concerns about the project scope. We would use the first of these meetings as an opportunity to explain the design approach and the D/B process, working with the District and OVES to convey the importance of bringing the project to completion within budget. Our design kicked off with the committees tireless efforts on design iterations and supporting RFP documents, a simple update of these documents – clearly indicating any changes – would be a good method to create a finalized program document as a

benchmark for the completion of the project. Signoff by the academic departments and administration is good practice at each milestone

Selection of systems and materials is crucial to building performance, but also has cost implications. For many systems and materials, the District's Standards are specific and appropriate. However, some updates may benefit the building's performance and should be explored. The D/B process offers the ability to have early discussions with companies who provide and install these systems and can provide useful insights on their quality and cost. At the conclusion of our discussions, the agreed-upon materials and systems will be documented through meeting notes and the development of the Technical Specifications for the project. We anticipate that the District will review and comment on milestone submittals, noting any concerns so that the D/B team can address them early in the process.



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9. How will mock-ups be used to determine the level of craftsmanship and workmanship required to meet the District's requirements for quality.

Overaa's superintendent Art Carrion will coordinate with Gary Gibson as the Quality Control Manager for this project. The Quality Control Manager will be responsible for developing a Testing, Inspection and Observation (TIO) Program for approval prior to start of construction. He will be schedule required tests and inspections, and report all tests and inspections necessary to ensure the quality of work is in accordance with all project requirements. We will attend all essential meetings, including Weekly Construction Progress Meetings, Pre-Installation Meetings, Commissioning Meetings, and any other meeting to ensure high quality of work. He will fully implement the Quality Control Plan with the City's Inspector and City's Material Testing and Inspection.

MOCK-UP INSPECTIONS (Out of Sequence Work Constructed Before The Actual Work Performed)
Overaa will coordinate with the subcontractors and require notation of all Mock-ups required in the contract documents and include the activity in their construction schedule. Before start of mock-up construction the subcontractors will review the contract documents, submittals, shop drawings, codes, and referenced standards to verify the requirements. Overaa Construction, along with other members of the inspection team, will benchmark each work type within the Mock-up for conformance with the requirements. The inspection team reviews, comments on, and/or approves if the Mock up is in conformance to the requirements. The approved Mock up establishes a basis for judgment for all subsequent, similar construction.

DSA Experience With Project Close-Out

Our team is intimately familiar with the latest DSA procedures. Under the current construction and certification system with DSA, the entire team is responsible for uploading certification documents throughout the construction process (including the Architect and Engineers, Owner, Inspector, and testing lab) to the DSABox while simultaneously utilizing an Inspection Card. The Inspection Card identifies project milestones that are reviewed by the Project Inspector in an effort to complete construction projects with certification, expediting project delivery. When DSA determines that a project is complete or

occupied, they will review the Inspection Card and the contexts of the DSABox, verifying that all the necessary forms and paperwork have been uploaded. Our team thoroughly recognizes that a project cannot be certified if items are missing and the impact this absence has on future projects if they are closed without certification.

A unique part of the DSA process is the relationship between the project team and the Inspector of record (IOR). The IOR ensures that work in the field conforms to the design approved by DSA. We believe that early and active communication with the IOR allows the relationship to be one that furthers quality of the project and allows work to proceed without hinderance. We will consult with the IOR on a consistent basis to understand if FCDs or COs are required for any changes that arise during the construction process. By anticipating documentation required, and by producing and gaining approval of changes, we can ensure that construction can continue without delay and that project closeout will be a streamlined process.

Quality Control & Assurances

The Gould Evans design team is completely committed to excellent quality and performance at each project phase. Since quality control and project coordination are so interconnected, they are of constant focus as a project moves from feasibility into design and construction, and to ensure the design intent is being executed for Albany USD throughout this process. Our project team will remain consistent and very hands-on, with Principal-in-Charge Lauren Maass, Project Manager Brandon Kent, and Designer Anesu Dhlwayo being intimately involved in the project throughout all phases.

- As part of our commitment to project quality control, our team will utilize specific procedures throughout each phase of the project to ensure the quality and accuracy of all documents and information produced.
- The project will have principal involvement from inception to completion.
- Staff members assigned to this project are highly experienced in the planning and design of educational environments and have the ability to perform quality work.
- Our team is committed to a workshop-based design process to maximize our interaction with your Albany

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USD stakeholders and others. Outcomes and direction from these sessions will be captured in meeting minutes and distributed to all key participants.

- Throughout the design and documentation phase, we will gather and maintain a list of the programmatic and quality concerns, and assign responsibilities among team members to capture these in the construction documents.
- We have the ability to adjust staffing levels immediately for project needs; this process is seamless. We have the technological support internally to work as one large office, utilizing all our resources concurrently.
- The same design team members will stay involved from the start of the project through the documentation phase for continuity.
- Budget review and conformance will be performed at each project phase to ensure consistency with budget requirements.
- Early development of a detailed BIM model will be used to communicate with stakeholders and potential Design-Build contractors.
- Newforma, our project data tracking software, is used continually as a powerful information processing and filing tool as it is on all our projects. Newforma enables all parties to access the project file documents from any remote location at any time. The software capability allows the project team to be highly organized internally. It allows smart searches to find key information, and it allows our quality control measures to continue into the construction phase with instant processing of field reports, RFIs.
- However, in our experience, telephone and face-to-face conversations continue to be the strongest means of communication and best methods for quality control and design team management. Our open studio environment allows for much project interaction. In other words, we meet and discuss project issues often, including pin-up opportunities on “The Wall” (our large office bulletin board).

These in-house communications support the completeness of the Design Documents and eliminate, to the extent possible, errors and omissions.

Albany USD will be involved with the Design Documents throughout the process. We typically require a sign-off at each phase of a project and we are open to discuss

additional critical benchmarks for District review as needed to satisfy your stakeholders.

Our methods on integrating quality control in the preconstruction and design phase ensures accountability is achieved in the forefront of the project initiation. Stages of assurances are performed in the following:

Assurance and Control

From design through construction **Doug Espland**, project director and preconstruction manager will coordinate the process with **Josh Headley**, project manager and Brandon Kent, design project manager and Lauren Maass principal assure quality from design and construction deliverables are performed. The following phases addresses demonstrated capabilities of our design and construction QA/QC Plan supports the Ocean View Elementary School.

1. Quality Control Approach

Our approach to Quality Control and consultant coordination is based on an established system of procedures and tools that we employ from project inception through completion. Embedded in this process are tools to help ensure that program requirements developed during the partnering/stakeholder engagement will be implemented.

The Team’s Quality Management Plan (QMP) is an institutionalized process and part of our proven project management system. It is predicated on three primary fundamentals:

1. Ongoing Formal Documentation
2. Periodic Cold-Team Review Utilizing Formal QC Methodologies
3. BIM Integration, if required

We implement the following techniques to ensure the quality of our documents and to facilitate a well-coordinated process with our clients and consultants.

2. Design Phase Quality

Quality in the design phase is derived from making the right decisions and documenting them in a thorough, coordinated, and constructible way. On this project, coordination with the District, OVES, designers, subcontractors and vendors on the decisions makes in

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selection of materials and detailing becomes especially critical. Achieving this level of design quality starts with exceptional experienced designers, subcontractors and vendors who understand the OVES and campus environment. Good design is executed in the details.

Document quality is planned for on a proactive basis and not as an afterthought. Every Gould Evans project rigorously follows a careful series of pre-planned and scheduled document review and checking points by member staff and area discipline leaders. These reviews are pre-planned and built into the project design schedule.

Coordination and checking is an ongoing process and happens on all projects on a continuing basis from project inception to completion. From programming through construction administration, project team members in all disciplines share information and communicate on a consistent basis.

All projects, regardless of size, complexity, and methods used for project documentation adhere to the coordination and checking process established for Schematic Design, Design Development and Construction Document Phases.

Sometimes, depending on the nature of the project, additional reviews may be required as follows:

- Fast Track Projects
- Phased Construction Projects
- Ceiling/Sandwich Review
- Exterior Envelope Review
- Mechanical System Review
- Electrical System Review

Implementation

The responsibility for this process is shared by all team members in all disciplines, with the leadership provided by the Project Architect (team leader). During the early project development and planning stages, the required and appropriate reviews are identified and scheduled. The team leader is responsible to implement each of the reviews at scheduled times.

Final Document Checking

The last and final effort for complete coordination and checking takes place at the completion of the construction document phase prior to the 100% client review date. The amount of time devoted to this checking period varies depending on project definition. A date is established in the office for 'pencils' and 'cursors' to be placed aside so that the 100% complete drawings, specifications, and calculations can be checked and examined. The only work to take place during this phase is the checking process itself and the preparation of the final cost approximation from the same set of documents being checked and coordinated. The Project Team Leader confirms that adequate time is budgeted for the checking process. Final documents will not leave Gould Evans without being properly checked and coordinated.

The following is a detailed procedure for our final (100%) checking, coordinating, and estimating process.

1. The project manager, team leader, and the other discipline team members are the key personnel involved in the checking process. The project architect as team leader is responsible for leading the entire checking effort.
2. The 'pencils' and 'cursors' down date is established by the Team Leader in the Construction Document Phase. This date is indicated on the project schedule.
3. On the "pencils down" date, the project architect, as team leader, secures design documents from all disciplines for the final checking process. After documentation is received, the project architect, is responsible for the distribution of this information to the appropriate team members.
4. Checking consists of drawing reviews, specifications, calculations, and "red marking" prints and specifications with all appropriate comments. The Construction Document Phase "Checklist" is used as a reference by each team member.
5. Before all comments are transferred to the design documents the project architect, as team leader arranges a meeting with all team members to review all checking and coordination comments. This type of

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meeting is required to alleviate unnecessary changes that may not be required after the team discusses how their review and checking comments affect other disciplines.

6. After the above described meeting is complete, the appropriate and agreed upon corrections are incorporated into the drawings and specifications. This entire process is complete before transmitting the documents for final review by the client.

Continuous Improvement of Procedures

We are also continuously reviewing and improving our formal document review procedures in order to maximize quality. As part of our formal quality process, our Quality Improvement Teams review and revise procedures as needed in such critical areas as:

- Man-hour estimates
- Project deadline tracking and monitoring
- Cost estimate accuracy
- Documentation guidelines
- Architectural and specifications drawing documentation
- Shop drawing processing

This practice of continuous review and improvement leads to improved project efficiency and arranges the firm processes to be more customer focused. This ISO 9001-based process has allowed us to build a reputation as an A/E/P firm that strictly follows our documented design and engineering procedures yet at the same time is also committed to the improvement and refinement of high quality design principles.

This Quality Management process works equally well when we are working in close collaboration with other engineering and construction professionals. It enhances the overall communication of the project team by providing for a steady flow of ideas and information and facilitates the overall monitoring of the development of project deliverables. This point is especially significant when project documentation is being developed using 3D and BIM software technology.

Another example from the construction's perspective of how our team will ensure a quality project is through the use of a BIM Implementation Plan (BIP), which includes a

BIM Implementation Plan (BIP), which we use as a strategic tool on cross checking drawings and calculations checks and configuration management to plan the work flow processes of the Stakeholders through all phases of project delivery. The cornerstone of this process is the Design Team's REVIT BIM model. All relevant data developed through all phases of design is integrated in this model, and tracked continuously using a live program/area spreadsheet linked to the model itself. Every milestone phase includes publication of comparison tracking between the program and the building design, and this is where differences are reconciled. The same tracking is available for coordinating schedules and basis-of-design room data sheets; this allows tracking of all operational and facility infrastructure decisions.

During the development of the BIM model, each phase milestone is preceded by an internal "cold-team" review utilizing a proprietary QC protocol. Teaming with designers on past design build projects, found this method guideful to allow "outsiders" within the design firm to validate data and provide any additional findings. The "cold-team" will be a small team of senior architects - not previously part of the design team - assigned to review the drawing/model for conformance with the QC standards; their "fresh eyes" facilitate seeing gaps that may not be immediately apparent to others. An extensive cross-check and component item checklist is the primary tool, supplemented by an internal "lessons-learned" data base. This in-house independent peer review occurs at every regularly scheduled milestone, including the 35% submittal, 65% submittal, 95% submittal, and Final submittal.

From the beginning to the end of the project, it is the formal documentation that will ensure that nothing from the partnering process is lost. The basic documentation tools utilized during the Basis of Design are revived and referred to at each milestone and in each phase; modifications to the original decisions often occur (as more information becomes available), and these modifications are documented and tracked with a dated "bubble" system similar to revisions to a bid set of documents. Though at first this process appears formal, over time its value is apparent.

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10. Provide comments, responses, approaches to meeting the list of Special Conditions provided with the RFP.

- The Design Team is familiar with the Special Conditions for the RFP, as many are consistent with those established on the Albany High School Career Technology Building project.
- As discussed in Tab 1, items 3 and 4, our team fully commits to the Net Zero Readiness, CHPS Verification and the District's Sustainability Policy (Resolution #2016-17-01: Sustainability and the Design and Construction of High Performance Schools). Energy modeling is part of our services with our Mechanical, Electrical, Plumbing engineer. The HVAC systems will be highly efficient regarding energy consumption and acoustic performance. This will be reviewed in depth with the stakeholder group as systems are selected and finalized.
- Natural Ventilation and daylighting is integrated into all the project and learning spaces. All new structures and upgraded existing buildings will incorporate operable windows, as well as window placement that optimizes natural lighting and views. We discussed glare concerns in our interview, and the Design Team will analyze both lighting and glare extensively for all the learning and administration spaces. Shading analysis and shadow studies will be provided as part of our full services. The design will be tailored to provide shading in areas for outdoor learning that may require this, as well as the lunch eating structure. The climate in Albany, while needing shade at times of the year, provides an ability to be outside in the sunshine where it is comfortable most months of the year. This team will capitalize on this climate flexibility and outdoor comfort zones. Our Design Team has facilitated and secured PG&E Savings by Design grant money and is prepared to do the same on this project.
- Photovoltaic readiness is a code requirement and a guiding principle for the project. Our current roof area (new and existing structures) is approximately 22,000 sqft. The area for photovoltaics to approximate 13,000 sqft to meet Net Zero Readiness. The Design Team may also be involved with assisting the district to secure an environmental purchasing policy which may include leasing of photovoltaic panels. The team will also provide pricing for installation of this system should it become part of the scope and budget.
- The focus on acoustics is important. The structures are buffered from Buchanan Street with a new staff parking area, in order to provide more physical distance to the learning spaces. The interior courtyard acoustics will be controlled with landscaping, play berms, and physical placement of louder play areas. (See tab 5 for more site acoustic descriptions.)
- Safety both on Buchanan and Jackson Streets, as well as perimeter school campus security, has been the highest priority for the Design Team. This focus is on pedestrian, vehicle and emergency circulation and access. (See tab 5 for further descriptions of the approach to safety and security.)
- Outdoor learning and access to the outdoors and natural play/ gathering is integral to the conceptual site design and learning environments. Movable outdoor furniture is a key ingredient for leveraging outdoor learning. Furniture coordination will be part of our design services. (See the landscape description in tab 5.)
- The learning environments must be at the highest quality possible. These structures shall be new construction (either custom or prefab structure) and will meet all the programming and pedagogical requirements for 21st Century learning. Flexibility, adaptability and spaces that support individualized, personalized learning is a must.
- The value of specific Ocean View Elementary buildings and amenities has been made clear to the Design Team. We will work with stakeholders to modernize the Library and Multi-Purpose Room as described in the tab 5 section, as well as save mural artwork and existing benches to be designed into the new campus project and architectural features. We will work with the art coordinator, Lisa Norman, to develop new art installations for the school.
- If Albany USD does not have a current Education Specification, we will work with the district to develop an appropriate document for submittal to California Department of Education. If one exists, we are able to assist with editing as needed to match the current school pedagogy.
- To meet the project schedule, the Design Team will secure 2-3 permit increments with Division of State Architect (DSA) in order to mobilize construction at the earliest possible date.
- The Design Team is committed to weekly and biweekly meetings as needed to achieve the best design through collaboration with the stakeholders.

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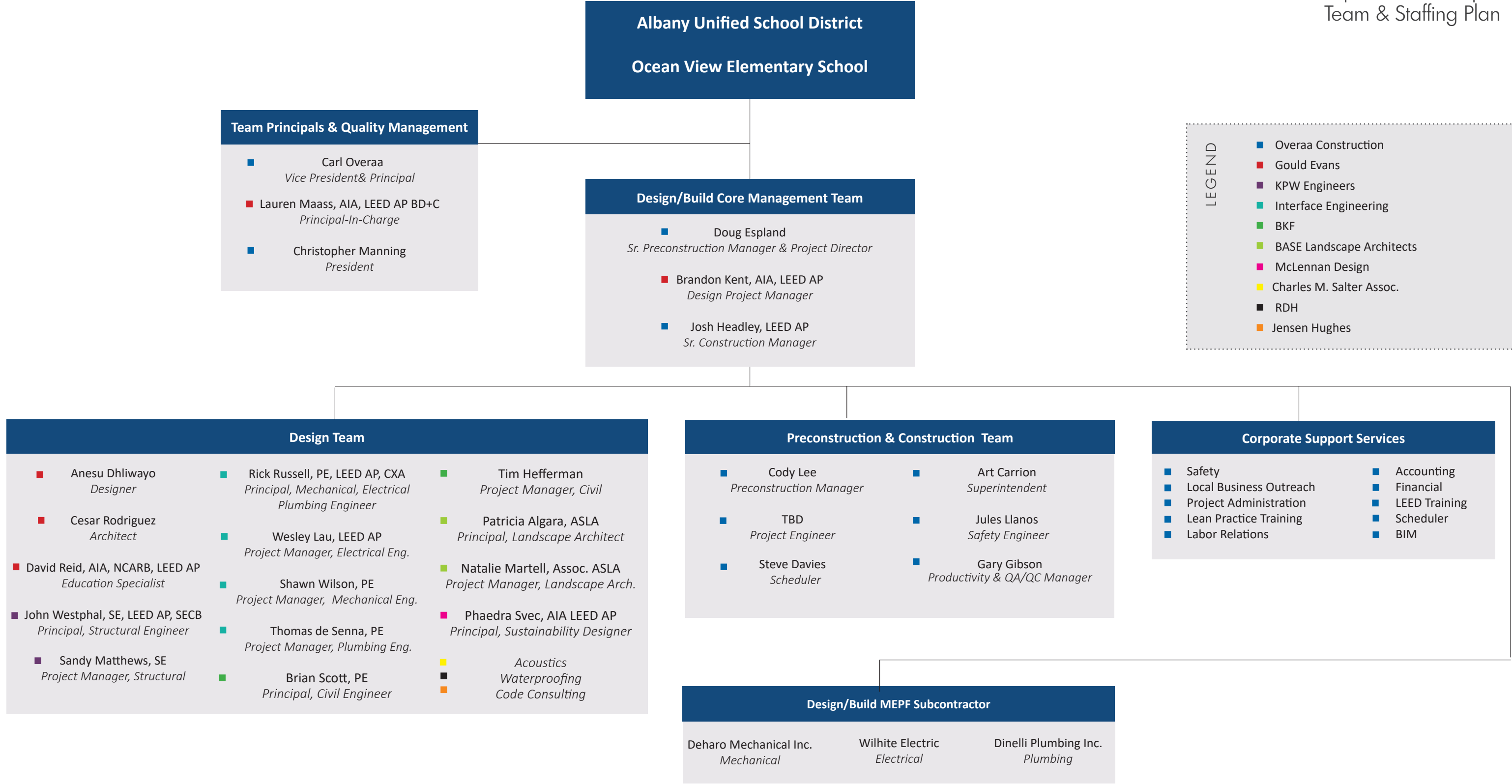
11. Describe the specific preconstruction activities and timeline to be provided during the design phase.

- During the preconstruction design phases (Schematic/ Programming Verification, Design Development, Construction Documents), the Design Team will be providing the following, leading to Division of State Architect (DSA) submittals scheduled in July 2019 per the RFP Schedule:
- Program Verification. The Design Team will establish a series of meetings with stakeholders to verify Program assumptions and to dive into specific project elements. We will set agendas for each meeting and review meeting notes accordingly. This Programming Verification phase of the project must happen expeditiously and concurrent with Schematic Design.
- Think Tank. As discussed in our confidential meetings, we will propose a purposeful “Think Tank” to gather collaborators both within the Ocean View School community and possibly outside the school with thought leadership within Albany and the greater Bay Area. The intention and goal for this “Think Tank” is to continue the ideas behind “Killing the Sacred Cow” card in the UDL workshop. In order to better understand what describes this idea, we need to create a safe forum for honest discussion. This meeting is proposed for late January.
- Documentation of Existing Conditions. The full Design Team proposes to be on-site of Ocean View Elementary in January 2019 (even prior to Board approval) if possible to begin documentation of structures to remain. In particular, the existing Library and Multi-Purpose Room must be analyzed thoroughly with our structural engineer(KPW) and our Mechanical, Plumbing and Electrical engineer (Interface), in order to determine the best strategy for selective demolition as we separate the buildings from the covered walkways and adjacent classroom buildings to be demolished. We will also work with the civil engineer (BKF) to further identify existing site infrastructure issues which will impact all the time critical utility work and applications. This front end investigative work is critical to the success for the project, and we will put in the time needed for full and complete documentation.
- Regulatory Agency Conversations and Pre-Application Meetings. The Design Team will meet with all regulatory agencies identified in a prior section of the RFP. This will include utility companies, the City of Albany Public Works, Albany Fire Department, UC Berkeley Planning and real estate divisions. While they are all important, the key conversation is with DSA. A strategy needs to be developed immediately to meet project schedule and to begin construction. Multiple increment permit applications will be explored. We are considering the following:
- Increment 1 (Multi-Purpose Room Seismic Modernization); in order to work on this structure in the summer of 2019; this must be balanced with cost implications for starting construction earlier. Submitted in late Winter if supports project phasing (TBD).
- Increment 2 (Site Development and Site Access); to secure the permit to begin site development. Submitted in early Spring 2019 or sooner possibly.
- Increment 3 (Full Project); full permit. Submitted in July 2019.
- California Department of Education (CDE). As described in a prior section, a preliminary 408 application must be submitted for immediate feedback on Title V requirements and whether the project may be considered a Small Site. This communication is time critical as DSA cannot finalize permits until CDE is signed off.
- California Geological Survey (CGS). The geotechnical report must be reviewed by the Design Team. In addition, the report should be discussed with CGS in order to determine if the calculations and assumptions are consistent with their review criteria. This step is becoming more important as so many critical decisions on built upon these reports, most importantly the structural foundations. This team will get this right from the start.
- Schematic Design. We are assuming a 1 ½ month process to build upon the work to date. Design and workshops with stakeholders will continue throughout the Schematic Design Phase. CHPS process and commissioning to begin. Basis of Design for all MEP+FP systems will be provided. Development of the energy model and daylighting analysis will be underway.

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- **Design Development.** This phase (mid March to mid May) builds on Schematic Design and begins the early phases of detailed design. This phase will require more interaction with technical staff at the school as we outline technology needs and further develop strategies for systems with MEP+FP subcontractors. We will want to structure interactions with a building committee to report progress in design decisions and development of finishes and begin collaboration on furniture.
- **Construction Documents.** This phase (mid May to July) is primarily about documentation and getting to the full permit. We will work with Albany USD to ensure that this phase is timely, as maintaining project schedule is critical. This phase is complex and must be spot-on in every aspect of regulatory criteria. All key architectural, structural and system elements must be coordinated with extreme precision. This Design Team can deliver on that. Our Design Team has well established, current relationships at DSA, which we will leverage to expedite the backcheck and permit approval process. Construction must begin as scheduled.
- **True Alignment of Cost and Design.** As each of these phases progresses, the team will be pricing and aligning the budget with all aspects of the design. Since the schedule cannot accommodate a “waiting period” between phases, the full team will work concurrently with one another to provide real-time pricing in order to make adjustments to a nimble design. Our partnership (Overaa, Gould Evans and the AUSD stakeholders) must be strong in order to address this alignment with transparency and honest. Decisions must be made in a timely way to allow the Design Team to react to changes during these drawing phases.

2 Experience of Project Team & Staffing Plan



LEGEND

■ Overaa Construction

■ Gould Evans

■ KPW Engineers

■ Interface Engineering

■ BKF

■ BASE Landscape Architects

■ McLennan Design

■ Charles M. Salter Assoc.

■ RDH

■ Jensen Hughes

2 Experience of Project Team & Staffing Plan

A1. A narrative of how the staff will function during each of the respective phases and personnel change for each phase.






Overaa/Gould Evans staffing plan approach will provide continuity through a committed core team that will stay with the project to completion through each phase of the project. Based on the team's similar education experiences we have integrated key designers from the design/preconstruction phase to contribute their expertise and assist with coordination with key subcontractors to

fully understand the scope of work. The overlap of staff in each phase provides seamless coordination working together to the completion of the project. During activation and commissioning, our MEPF specialists will join Overaa's quality management experts for equipment validation, compliance and end user acceptance. The closeout phase will finish strong for the Albany Middle School Annex.







Design/Preconstruction	Construction	Commissioning	Close-out
DBE Team & GC Doug Espland, Overaa Cody Lee, Overaa Ryan Marshall, Overaa Josh Headley, Overaa Architect Lauren Maass, Gould Evans Brandon Kent, Gould Evans Anesu Dhliwayo, Gould Evans Cesar Rodriguez, Gould Evans David Reid, Gould Evans Structural Engineer John Westphal, KPW Mechanical, Electrical & Plumbing Engineer Rick Russell, Interface Westley Lau, Interface Shawn Wilson, Interface Thomas de Senna, Interface Civil Engineer Brian Scott, BKF Tim Hefferman, BKF Landscape Architects Patricia Algara, BASE Natalie Martell, BASE Sustainability Designer Phaedra Svec, McLennan Design	DBE Team & GC Doug Espland, Overaa Josh Headley, Overaa Project Engineer, Overaa Art Carrion, Overaa Steve Davies, Overaa Gary Gibson, Overaa Jules Llanos, Overaa Architect Lauren Maass, Gould Evans Brandon Kent, Gould Evans Anesu Dhliwayo, Gould Evans Structural Engineer John Westphal, KPW Civil Engineer Tim Hefferman, BKF Landscape Architects Natalie Martell, BASE Sustainability Designer Phaedra Svec, McLennan Design DB MEP Subcontractors Deharo Mechanical Inc Dinelli Plumbing Inc. Electrical	DBE Team & GC Doug Espland, Overaa Josh Headley, Overaa Project Engineer, Overaa Art Carrion, Overaa Architect Lauren Maass, Gould Evans Brandon Kent, Gould Evans Mechanical, Electrical & Plumbing Engineer Rick Russell, Interface	DBE Team & GC Doug Espland, Overaa Josh Headley, Overaa Project Engineer, Overaa Art Carrion, Overaa Architect Lauren Maass, Gould Evans Brandon Kent, Gould Evans

2 Experience of Project Team & Staffing Plan

A2. Each position within the project organization and the role and responsibilities of the individuals.

Key Personnel	Role	Responsibility
Doug Espland 	Project Director & Preconstruction Manager	<ul style="list-style-type: none"> ➔ Develop team partnership ➔ With Estimator, work with District, OVES, stakeholders design team, consultants and key subcontractors and maintain fixed budget. ➔ Integrate Lean Construction Practices and implement Pull Planning, Set-Based Design, BIM, Just In Time, Last Planner ➔ Establish all project requirements and strategies for performance and delivery ➔ overseeing implementation of the project in the field and providing guidance and direction to Overaa's team where needed to meet these requirements.
Cody Lee 	Estimator	<ul style="list-style-type: none"> ➔ Responsible for delivering reliable estimates throughout the development of design. ➔ He will have trade-by-trade budget estimates, constructability reviews, historical cost data analysis, value engineering, phasing and schedule analysis.
Josh Headley, LEED AP 	Project Manager	<ul style="list-style-type: none"> ➔ Prior to project transition from Preconstruction to Construction, Josh will support Doug during final pricing packages, confirm project construction schedule, logistics planning, meet safety campus requirements. ➔ Collaborate with project team (OVES, designers, project engineer, superintendent) selected based on their relevant experience, knowledge, and capability for the project to establish all project requirements and strategies for performance and delivery. ➔ Josh is responsible for implementing the project in the field to meet these requirements. He leads the Overaa field team of safety, field operations, superintendents, field engineering, commissioning, quality control/quality assurance, and scheduling staff.
TBD	Project Engineer	<ul style="list-style-type: none"> ➔ Manages all document control including, schedules, RFIs, costs, budgets, drawings, schedules, PlanGrid, Blue Beam, BIM
Art Carrion 	Superintendent	<ul style="list-style-type: none"> ➔ Primary representative for construction activities on the construction site. ➔ Directs and coordinates the activities of the various subcontractors, material suppliers, and trade labor groups on site. ➔ Provides clear communication to campus access and safety. ➔ Pre-planning with OVES on early construction activities so that the campus can relay and coordinate with families and students on any redirection to campus or general safety alerts. ➔ He ensures that the field work progresses according to schedule; that material delivered to the site is on time, staged, and stored properly; the activities of the various workers for each of the tasks do not interfere with one another; that the site is safe and clean; that the project quality plan is followed; that the project costs are controlled; and that the project is constructed within the performance requirements established within the bid and contract documents.
Gary Gibson 	QA/QC Manager	<ul style="list-style-type: none"> ➔ Oversee the overall quality of construction for the project. ➔ Commits that the completed project meets all quality requirements of the contract, set standards and establish a systematic documented approach to ensure that construction related services are produced and delivered as specified in a timely and cost-effective manner, visually inspects materials received onsite, and observe required testing such as mechanical and electrical to verify they are in compliance with specifications.

2 Experience of Project Team & Staffing Plan

Key Personnel	Role	Responsibility
Jules Llasnos 	Safety Engineer	<ul style="list-style-type: none"> ➤ Develops, implements and maintains additional health and safety policy and procedures when policies in place are inadequate or site/ environment changes are made. ➤ Coordinate and supervise complete training for site personnel. ➤ Perform safety audits and completes safety scorecards for safety site improvements.
Gould Evans		
Lauren Maass, AIA, LEED AP 	Principal	<ul style="list-style-type: none"> ➤ Architect of Record ➤ Lead Resolution of Program, Scope and Project Direction ➤ Provide Quality Assurance and ensure Albany USD goals are achieved ➤ Oversee all phases of the project
Brandon Kent, AIA, LEED AP 	Design Project Manager	<ul style="list-style-type: none"> ➤ Lead the day-to-day design effort in programming, design, site planning, and building massing, layout and orientation ➤ Work closely with the project stakeholders and project team to develop a planning strategy that meets programmatic, infrastructure and flexibility goals
Anesu Dhlwayo 	Designer	<ul style="list-style-type: none"> ➤ Coordinate the design effort from a technical and construction perspective ➤ Management of consulting team ➤ Acts as a Liaison with agencies and technical analysis ➤ Manages team work plan & deliverables
Cesar Rodriguez 	Architect	<ul style="list-style-type: none"> ➤ Coordinate the design effort from a technical and construction perspective ➤ Management of consulting team ➤ Acts as a Liaison with agencies and technical analysis ➤ Manages team work plan & deliverables
David Reid 	Education Specialist	<ul style="list-style-type: none"> ➤ Develop in-depth programming materials that address guiding principles, space and adjacencies, site, and supporting requirements ➤ Research and benchmarking


2 Experience of Project Team & Staffing Plan

Key Personnel	Role	Responsibility
KPW - Structural		
John Westphal, SE, LEED AP, SECB 	Principal	<ul style="list-style-type: none"> ➔ Responsible for providing technical leadership through all phases, which includes ensuring that our team has a complete understanding of the project requirements and that we are properly communicating the structural criteria during preliminary design. ➔ Attends all key meetings during schematic and design development to help set the design direction and to select the optimum structural systems. ➔ Follow the design execution during the construction document phase to ensure that prior decisions are not compromised and to provide useful and experienced input to structural detailing. ➔ Will stamp and sign all structural drawings and calculations and will participate in the compilation of punch lists and post-occupancy review.
Sandy Matthews, SE	Project Structural Engineer	<ul style="list-style-type: none"> ➔ Responsible for performing calculations and computer analyses, for preparing all plans and details for CAD production, and for interdisciplinary coordination and to input to A/M/E/P drawings. ➔ During construction, the SE will lead the shop drawing review process and responses to RFI's. They will conduct most of the construction field studies
Interface Engineering - MEP		
Rick Russell, PE, LEED AP, CXA 	Principal	<ul style="list-style-type: none"> • As MEP Principal-in-Charge of the project, Rick will review and coordinate contracts as well as monitor the team's performance and project delivery. This includes review and coordination of the design effort, staffing allocation and contracts as well as monitoring the team's performance and project delivery.
Wesley Lau PE, LEED AP 	Project Manager/Lead Electrical Engineer	<ul style="list-style-type: none"> • As Project Manager Wesley will handle all communications between team members and Gould+Evans, and ensure the team is meeting deadlines and deliverables. Wesley will attend all meetings and conference calls and pass information to the relevant team members. Wesley will also manage contracts and billings for the team; his role includes the coordination of the design effort and staffing allocation. And as the electrical engineer on the project, Wesley is responsible for the day to day electrical design and engineering on the project. Responsible for the concept development and quality control for all electric systems implemented on the project.
Shawn Wilson, PE 	Lead Mechanical Engineer	<ul style="list-style-type: none"> • As the Lead Mechanical Engineer, Shawn is responsible for the day to day mechanical design and engineering on the project. She is responsible for the concept development and quality control for all mechanical systems implemented on the project.

2 Experience of Project Team & Staffing Plan

Key Personnel	Role	Responsibility
Thomas de Senna PE 	Lead Plumbing Engineer	<ul style="list-style-type: none"> Lead Plumbing Engineer, Thomas, is responsible for the day to day plumbing design and engineering for Ocean View. Thomas' role will lead design a plumbing and piping systems that fit the existing Ocean View school building; matching the overall architectural design and improving the plumbing elements.
BKF - Civil		
Brian Scott, PE 	Principal	<ul style="list-style-type: none"> Contract management Staff allocation, provide adequate staffing levels for project QA/QC, review project documents to confirm they adhere to industry standards, best practices
Tim Hefferman 	Project Manager	<ul style="list-style-type: none"> Day to day operations, budget and schedule management In charge of the design and construction documents Coordinate with design team Attend meetings
Base Landscape Architects		
Patricia Algara, ASLA 	Principal	<ul style="list-style-type: none"> Main point of connection for any communication related to the project Collaborate with project team and make sure all deliverables are submitted on time Attend project meetings and keep track of all project needs and changes Deliver all project requirements Concept and design development of the site Patricia has specialty experience in the design of educational environments for school-age children. Patricia has participated and led the design of many public and private schools Patricia also has experience with ADA and DSA requirements for outdoor education projects Writing of specifications for the project
Natalie Martell, Assoc. ASLA 	Project Manager	<ul style="list-style-type: none"> Responsible for the production of construction drawings Keeping construction drawings up-to-date and coordinated with a all disciplines Research of materials and equipment

2 Experience of Project Team & Staffing Plan

Key Personnel	Role	Responsibility
McLennan Design		
Phaedra Svec, AIA, LEED AP 	Principal	<ul style="list-style-type: none"> ➡ Confirming the Vision, goals and performance targets with the client and team ➡ Net-zero energy / net-zero-ready interdisciplinary coordination ➡ Life-cycle systems analysis review and coordination ➡ Site and water systems interdisciplinary coordination ➡ Indoor environmental quality coordination ➡ Materials and resources advisory role ➡ Biophilic design workshop, plan and integration ➡ CHPS mentorship and quality control reviews (documentation and administration by Gould Evans) ➡ LBC Petal or Zero Energy certification review

2 Experience of Project Team & Staffing Plan

A3. The individual team members /position within the organization that will be on the Project for the entire duration of the delivery or whether a specific position will not be required for the entire Project delivery.

In reference to page 41, we list committed key personnel on all phases of the project. Some designers are not required for Commissioning and close-out. Overaa and Gould Evans are committed to all phases of the project.

2 Experience of Project Team & Staffing Plan

B. In-house capabilities - Identify in-house expertise within each company on the Design/Build team and describe how they may be implemented on this Project.

Overaa Construction - DBE & General Contractor

Together with the District and Stakeholders, Overaa will manage all phases of the project along with our proposed lead designer Gould Evans, consultants and key subcontractors. We will integrate the District's core values into a partnering structure by providing transparency, communication, collaboration, respect, commitment; achieve programming goals and objectives, trust, fairness and teamwork. First, our responsibility will be to build a "Co-Create" partnership with the Architect, Builder and Owner and confirm the team's scope of work.

Throughout all phases of the project, we will provide an open book and transparency from design, construction, commissioning, and close-out. In addition, our services will include exceptional preconstruction services by implementing lean construction practices into the design and construction development by assimilating an engagement process that involves job site administration, CPM and Look Ahead schedules and reports, BIM, project cost controls, sustainability requirements, recovery, reuse, and recycling requirements, security, quality control, safety, logistics, barriers and enclosures, facility start-up, general commissioning, requirements, warranties, and contract close-out.

Gould Evans - Architect-of-Record

- ➔ Gould Evans' approach and philosophy are strongly rooted in listening and in asking big questions to understand the heart of your District and community's aspirations. We will partner with Albany USD to create learning and professional development environments that will remain adaptable and relevant throughout the 21st Century. As you've seen throughout our Confidential Meetings, we will work with you to develop innovative solutions which best deliver on your project goals.
- ➔ Gould Evans is a full-service architectural and design firm that offers the following in-house services:
- ➔ Architectural Design
- ➔ Landscape Architecture
- ➔ Master Planning & Programming
- ➔ Urban Design, including Streetscape, Infrastructure & Transit
- ➔ CHPS, LEED and Sustainable Criteria Strategies

- ➔ Historic Tax Credit Analysis & Application Assistance
- ➔ Environmental Branding, Graphics, Signage, Wayfinding
- ➔ Interior Design/Space Planning/Furniture Procurement
- ➔ Existing Conditions Survey; Improvements Planning
- ➔ Regulatory Analysis (Building Code & Zoning)
- ➔ Feasibility Studies
- ➔ Cost Estimates and Analysis
- ➔ Strategic Planning
- ➔ Stakeholder & Public Outreach Presentations
- ➔ Consultant Team Coordination
- ➔ In addition to the services listed above, we can also provide the following services in-house, but these are typically not required as part of our standard architectural services:
- ➔ Education Specifications
- ➔ Furniture Specifications
- ➔ CHPS Scorecard/Verification Submittal

Canary – A Studio Within A Studio

Gould Evans includes a specialty studio we call Canary. Canary brings experience working in both public and private sectors and offers a variety of services including brand development, graphics, signage/wayfinding, interior design and furniture procurement. With projects ranging in goals, sizes, schedules and budgets, Canary's work explores the relationships between brand and communication. We now live in the Experience Economy: millennials are seeking unique hands-on experiences more than ever before. Successful branding is critical to be noticed in today's world! Supporting Gould Evans' integrated approach to design, Canary works with the team to develop a complete understanding of the brand – crafting its voice and then visually expressing the brand essence through color, texture and graphic quality. Canary recently brought this expertise to the wayfinding package delivered for Convent & Stuart Hall Schools of the Sacred Heart –San Francisco, helping to ensure students, faculty and visitors can easily understand where they are and where to go on campus.

KPW - Structural Engineer

KPW specializes in the structural design of life-science and technology facilities, mission-critical, public and private schools (K-12, community colleges, and universities) buildings, hospitals, civic, multifamily and mixed-use residential, and other market sectors. We believe in open communication and innovation, building value into the design process. During design, we engage with the building owner and design consultants to discuss strategies to

2 Experience of Project Team & Staffing Plan

offer the best structural solution for the project-specific needs. This method involves looking at a project holistically and taking into consideration all disciplines, seismic performance objectives, budgets, and schedules. During construction, we are engaged with the contractors and strive to provide a quick process and response to RFI's, submittals, and other construction-related issues. We maintain our vision of doing what is best for the project and our clients appreciate this approach as it leads to more efficient designs and a streamlined construction schedule.

Interface Engineering - Mechanical, Electrical & Plumbing

Interface Engineering is a progressive mechanical and electrical consultancy known for sensitive resource use, advanced building science tools, and commissioning services. Integrity, sustainability, collaboration, and innovation. For over 45 years, we've built our consultancy around these values. These attributes stem from our primary goal: meet client needs, do more with less, and reduce our impact on the environment. We focus on innovative engineering solutions for high-performance projects, and provide technical expertise through design, construction, and operations. Our philosophy is to serve our clients through the entire design and construction process – delivering creative, engineering vision for each of our projects, as well as the ability to transform concepts into commissioned, high-performance buildings. Our work demonstrates how creative collaboration can produce outstanding results for our clients and our communities.

BKF - Civil Engineers

For 100+ years BKF has been delivering inspired infrastructure for our clients. With our large network of offices in California we have developed extensive local knowledge that provides us with an understanding of issues relating to feasibility, permitting, and entitlement approvals. We work hard to help you achieve your goals, and get your projects to the finish line

Base - Landscape Architecture

BASE Landscape Architecture is a multi-talented landscape architecture firm that has completed a wide range of projects with an emphasis on sustainable landscapes of learning and innovation. Our design studio has been recognized through national and international press and awards, including three recent awards from the American Society of Landscape Architects.

Our core business is adding value to our clients' properties by working with them to think strategically about landscape improvements that support their goals. We design landscapes that have measurable positive impacts on productivity, health and well-being. We design environments that are valued for their aesthetic beauty, experiences and stories they help create. Our designs are playful, durable and smart.

Our design team has helped many of the most progressive schools in the Bay Area develop programs and built environments that help foster creative learning, nature play, and innovative problem solving. Additionally we have expertise working with educators to develop landscapes that mesh with new curriculum, and designing for universal accessibility.

BASE is wholeheartedly committed to projects that allow people to connect with each other and to nature. We believe in the value of working with community members, local artists and consultants. We are keenly aware that access to food, nature, education and community can continually transform people of all ages.

We are sought out for our track record of successful project outcomes; our hand-crafted designs, quality of our communication, our unconventional solutions, and our endless pursuit of well-being, quality and authenticity. We design environments that are valued for their aesthetic beauty, experiences and stories they help create. Our designs are playful, durable and smart.

Sustainability - McLennon Design

McLennan Design is a regenerative architecture, planning, design and product design practice focused on deep green sustainability, community and education. McLennan Design was formed in 2013 as a new firm dedicated to the creation of Living Buildings, Net-Zero and Regenerative Projects. Founded by global sustainability leader and green design pioneer Jason F. McLennan, the firm brings institutional knowledge and expertise of the Living Building Challenge, and the host of related programs, unmatched in the A/E industry. Joined by partner Dale Duncan, AIA, the firm is experienced in virtually every building type, domestically and abroad.

2 Experience of Project Team & Staffing Plan

Design & Preconstruction Services

Name	Job Classification	Existing Employees	Employees to be hired or Independent consultants	Hours each individual is assigned to the project in precon	hours per week (average)	total weeks	Total hours planned to be expended during design & precon phase
Overaa							
Doug Espland	Project Director & Precon Manager	✓	-	20.0	42		840
Josh Headley	Project Manager	✓	-	7.0	42		294
Cody Lee	Estimator	✓	-	15.0	42		630
Ryan Marshall	BIM	✓	-	2.0	42		84
Gould Evans							
Lauren Maass	PIC/Architect of Record	✓	-	16.0	42		672
Brandon Kent	Design Project Manager	✓	-	36.0	42		1512
Teresa Jan	Design Architect	✓	-	36.0	42		1512
Anesu Dhillwayo	Design Staff	✓	-	36.0	42		1512
Cesar Redriguez	Design Architect	✓	-	36.0	42		1512
David Reid	Education Specialist	✓	-	4.0	42		168
KPW Engineers							
John Westphal	Principal in Charge	✓	-	5.0	42		210
Sandy Matthews	Project Structural Engineer	✓	-	14.0	42		588
Jesse Reonardy	Staff Engineer	✓	-	6.0	42		252
Pavel Levitskiy	BIM Designer	✓	-	2.5	42		105
Interface Engineering							
Rick Russell	Principal	✓	-	0.8	42		31.5
Wesley Lau	Electrical Associate	✓	-	2.3	42		94.5
Shawn Wilson	Mechanical Associate Principal	✓	-	3.0	42		126
Thomas de Senna	Plumbing Associate	✓	-	2.3	42		94.5
Steve Gross	Energy Associate	✓	-	2.3	42		94.5
Katy Applegate	Project Team Coordinator	✓	-	0.8	42		31.5
TBD	Mechanical designer support	✓	-	0.8	42		31.5
TBD	Electrical designer support	✓	-	0.8	42		31.5
TBD	Plumbing designer support	✓	-	0.8	42		31.5
TBD	Energy team support	✓	-	1.5	42		63
BKF							
Brian Scott	Principal	✓	-	0.5	42		21
Tim Heffernan	Project Manager	✓	-	4.0	42		168
Michael Poon	E-III	✓	-	6.0	42		252
Michael Burnfield	E-I	✓	-	8.0	42		336
BASE							
Patricia Algara	Principal-in-Charge	✓	-	6.0	42		252
Andreas Stavropoulos	Landscape Architect	✓	-	3.0	42		126
Natalie Martell	Project Manager	✓	-	12.0	42		504
Susan McKay	Specifications	✓	-	1.0	42		42
McLennan Design							
Phaedra Svec	Principal	✓	-	5.0	20		100
Chalres M. Salter							
Ethan Salter	Vice President, Project Manager	✓	-	0.3	42		11
Jordan Roberts	Project Consultant	✓	-	3.0	42		127
RDH							
Colin Shane	Principal, Senior Project Manager	✓	-	2.0	20		40
Erin Andes	Project Manager	✓	-	4.0	20		80
Camilo Mendoza	Project Engineer	✓	-	4.0	20		80
							12,660

2 Experience of Project Team & Staffing Plan

Construction Services

Name	Job Classification	Existing Employees	Employees to be hired or Independent consultants	Hours each individual is assigned to the project in construction		Total hours planned to be expended during construction
				hours per week (average)	total weeks	
Overaa						
Doug Espland	Project Director	✓	-	10.0	65	650
Josh Headley	Project Manager	✓	-	40.0	65	2600
TBD	Project Engineer	✓	-	40.0	65	2600
Steve Davies	Scheduler	✓	-	1.0	65	65
Gary Gibson	QA/QC	✓	-	5.0	65	325
Art Carrion	Superintendent	✓	-	40.0	65	2600
TBD	Laborer Foreman	✓	-	30.0	65	1950
TBD	Team Coordinator	✓	-	6.0	65	390
Gould Evans						
Lauren Maass	PIC/Architect of Record	✓	-	12.0	65	780
Brandon Kent	Design Manager	✓	-	4.0	65	260
Teresa Jan	Project Architect	✓	-	24.0	65	1560
Anesu Dhillwayo	Design Staff	✓	-	36.0	65	2340
Cesar Redriguez	Design Architect	✓	-	0.0	0	0
David Reid	Education Specialist	✓	-	0.0	0	0
KPW Engineers						
John Westphal	Principal in Charge	✓	-	0.50	65	33
Sandy Matthews	Project Structural Engineer	✓	-	2.00	65	130
Jesse Reonardy	Staff Engineer	✓	-	1.00	65	65
Pavel Levitskiy	Sr. BIM/CAD Designer	✓	-	0.10	65	7
Interface Engineering						
Rick Russell	Principal	✓	-	0.1	65	3
Wesley Lau	Electrical Associate	✓	-	0.2	65	14
Shawn Wilson	Mechanical Associate Principal	✓	-	0.3	65	17
Thomas de Senna	Plumbing Associate	✓	-	0.2	65	14
Steve Gross	Energy Associate	✓	-	0.2	65	14
Katy Applegate	Project Team Coordinator	✓	-	0.1	65	3
TBD	Mechanical designer support	✓	-	0.0	65	0
TBD	Electrical designer support	✓	-	0.0	65	0
TBD	Plumbing designer support	✓	-	0.0	65	0
TBD	Energy team support	✓	-	0.1	65	3
BKF						
Brian Scott	Principal	✓	-	0.20	65	13
Tim Heffernan	Project Manager	✓	-	0.5	65	33
Michael Poon	E-III	✓	-	1.0	65	65
Michael Burnfield	E-I	✓	-	1.0	65	65
BASE						
Patricia Algara	Principal	✓	-	2.0	65	130
Natalie Martell	Project Manager	✓	-	6.0	65	390
McLennan Design						
Phadra Svec		✓	-	0.0	0	0
Charles M. Salter						
Ethan Salter	Vice President, Project Manager	✓	-	0.1	65	7
Jordan Roberts	Project Consultant	✓	-	0.9	65	56
RDH						
Colin Shane	Principal, Senior Project Manager	✓	-	2.0	40	80
Erin Andes	Project Manager	✓	-	3.0	40	120
Camilo Mendoza	Project Engineer	✓	-	6.0	40	240
TOTAL						17,620

65

3 Schedule

Include a summary level schedule illustrating how DBE intends to manage the Project. Provide a schedule and narrative for the Design and Preconstruction services Phase and Construction services phase and include at a minimum the following

How We Will Get it Done by MARCH 2021

Based on the series of confidential meetings and inquiries on construction start and completion dates we are confident in finishing construction by **March 8, 2021**.

A road map that backs our completion date is through our methods and best practices in our team's education core markets expertise.

- ➔ Deliver approved DSA permit documents at earliest possible time to ease schedule through a mutual understanding with DSA personnel and their confidence in our Construction Documentation. Our past and positive relationships with DSA are built upon.
- ➔ Cognizant of AUSD's academic calendar and work around students CA state exams, school special events, and more.
- ➔ Timely review of building elements needing long lead times such as lighting, ceiling fabrications, restroom partitions, and furnishings will be expedited.
- ➔ Increase personnel as needed to address multiple and concurrent submittals and Requests for information (RFIs) during construction.
- ➔ The Project Team will also capitalize on what works. If certain approaches of building components help to save time during a compressed construction schedule, we will further implement and even expand on these discoveries.

A. Can your team meet the District's schedule

Our attached enclosed schedule exceeds the District's project schedule.

The attached schedule presents **(14) months of design** and **(14) months of construction**, allowing DSA review, back-checks and approvals. After NTP, **Doug Espland** as preconstruction manager and project director will lead the team and coordinate with the District, OVES, Gould Evans, consultants and key subcontractors in a kick-off meeting

to discuss the District's Bridging documents and vision, finalize the team's schematic design progress from time of award and forward the design process to construction documents. Timing of DSA approval plays a big role in these dates. Should it appear that DSA approval may come after the noted start dates, we can either work with the designers and District to come up with an incremental plan to get the first turn around and some other early portions of work complete in this time frame. Or we can adjust accordingly and find other appropriate dates to both best fit construction sequencing and operational school campus needs.

Overaa will apply the "Finish Early" initiative and best practices in OVES. We have applied our expertise and self-performing capabilities to confidently present an early completion schedule.

Overaa's Finish Early Program starts in the preconstruction phase. We will develop a detailed Critical Path Method (CPM) schedule with support from Overaa's corporate scheduler, Steve Davies. Additionally, in we will employ **Pull Planning** techniques initiated by **Art Carrion** project superintendent/and **Josh Headley** project manager with involvement from key trade partners. Our goal is to make sure all stakeholders are in a position to succeed prior to project commencement. Early procurement of long lead items will be especially critical on this project. Steel, piles, concrete, rebar MEP equipment as well as architectural finish materials will be scheduled and tracked as critical path milestones during the preconstruction period.

Scheduling Methodology

The Master Schedule is developed with input from all stakeholders and will coordinate and integrate activities such as the design process, permitting time, various budget reviews, DSA and agency approval milestones, and owner action items with the construction schedule. Requirements for phased construction or site restrictions for this project will be considered and incorporated into the schedule. Supported by **Steve Davies**, Project Scheduler, our preconstruction team will develop a Master Project Schedule using in house scheduling technology.

Agency Coordination

The coordination with such agencies/stakeholders as DSA, PG&E, Fire and all other local agencies to help insure a complete schedule. This component is one of the key

3 Schedule

assets to the successful completion of the project, making sure all systems are appropriately installed, inspected and fully operational.

Start-up Milestones

We will incorporate initial activities including design, review, corrections, back-check and approval within the schedule that insure adherence to project needs. Critical dates are established, including dates for procurement of long lead items and critical elements of work such as subcontract awards, design approvals, key submittals, shop drawings, sample preparation and submission, fabrication, field assembly and installation. Review of the submittal schedule will be necessary to incorporate appropriate time for all submittals within the master schedule.

Construction Schedule Procedure

Additionally, our schedule shall be the primary tool to monitor actual schedule progress. Project manager **Josh Headley** will lead and update on a monthly basis (at a minimum) and the update will include a narrative describing progress, major milestones (both completed and upcoming) and a specific description of where the project stands. The schedule serves as the primary tool for planning and monitoring the progress of the project for both Design and Construction. In addition to the Master Schedule, we will also utilize short term, look-ahead schedules during construction. These schedules will cover, in more detail, the next four to six weeks of activities on the project. These schedules are generated at the field level and updated each week. These schedules are reviewed at a minimum on a weekly basis (more frequently as needed) with the project team as well as with subcontractors. All short term schedules will be created so as to ensure conformance with the master schedule.

Construction Documents

The master schedule is updated monthly while our superintendent creates the look-ahead schedule and updates it weekly to be distributed at weekly subcontractor meetings for comprehensive team buy-in. The scheduler will provide project status to the project team to review and discuss key indicators and project completion milestones. Both the look-ahead schedule and the monthly schedule will be sent electronically to the stakeholders.

Last Planner® System

Our production planning system is used on our projects to produce predictable work flow and rapid learning in programming, design, construction and commissioning of projects. There are 5 key elements to the last planner system:

1. Master Scheduling (setting milestones and strategy; identification of long lead items);
2. Phase "Pull" planning (specify handoffs; identify operational conflicts);
3. Make Work Ready Planning (look ahead planning to ensure that work is made ready for installation; re-planning as necessary);
4. Weekly Work Planning (commitments to perform work in a certain manner and a certain sequence) Overaa uses a "6 week look ahead schedule" template that is updated weekly for this piece;
5. Learning (measuring percent of plan complete (PPC), deep dive into reasons for failure, developing and implementing lessons learned) Overaa holds the following meeting which produce actionable to do's – weekly "Redbook meetings" and monthly company wide "Lessons Learned meetings" to leverage to collective knowledge of our company.

B. A CPM schedule that integrates critical major design and construction activities

Please refer to enclosed schedule.

C. Illustrate an understanding of District's academic calendar, operations, and processes, required project approvals, and durations for review.

Please refer to enclosed schedule.

D. Coordination of the project milestones with critical approval, review and activity links

Please refer to enclosed schedule.

E. Identifies sequences and relationships for critical submittals and shop drawings

Please refer to enclosed schedule.

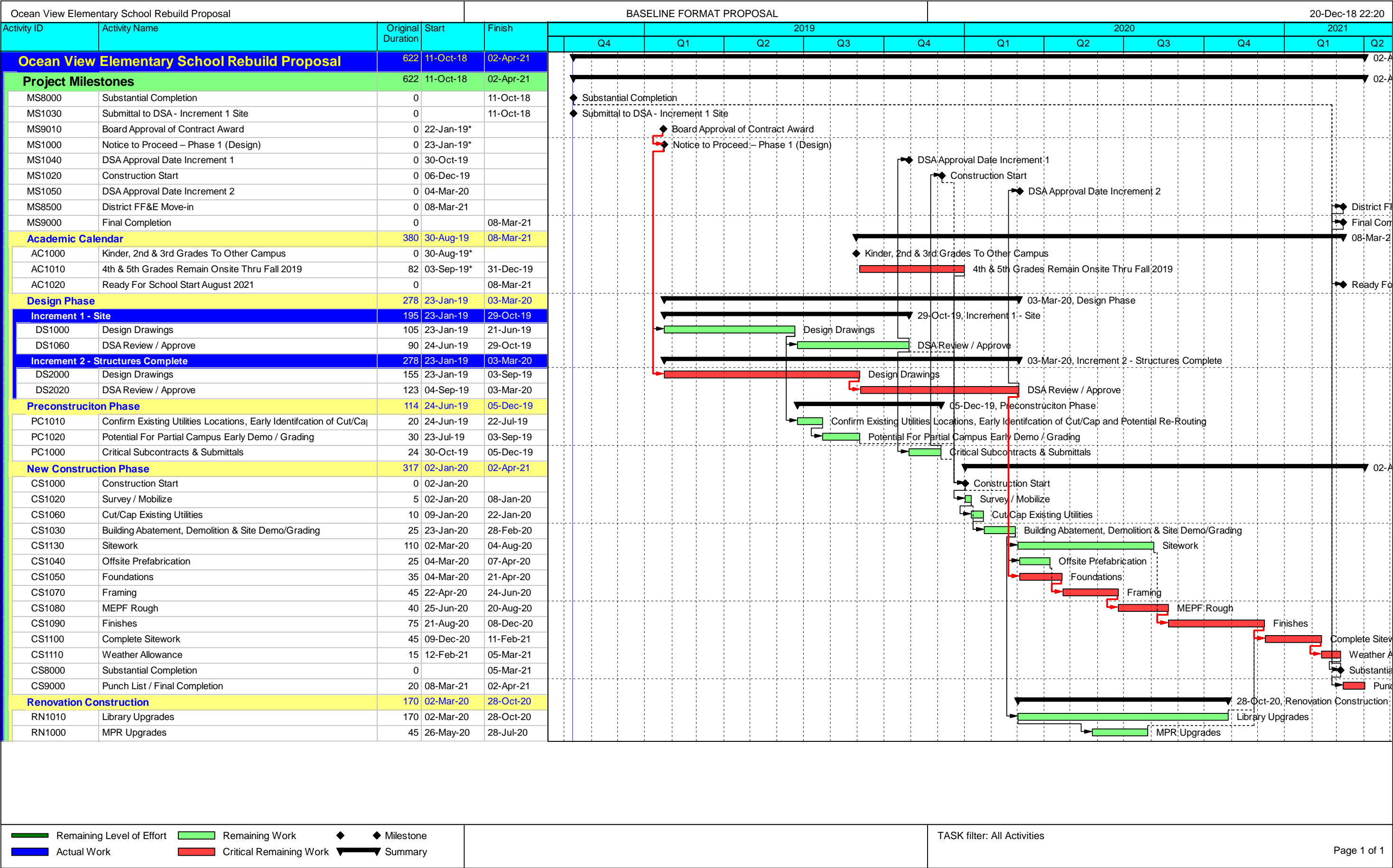
F. Identify commissioning, punchlist, closeout, DSA certification activities in your CPM schedule

DSA EXPERIENCE, FINAL CERTIFICATION AND FEDERAL/STATE/LOCAL APPLICABLE CODE REQUIREMENTS

Our experience with DSA is current and extensive. We believe in a comprehensive, aggressive approach to the rigors of the DSA process, especially when it comes to new construction. It begins with a thorough in-house code analysis at the beginning of the project, with an eye for DSA issues and concerns as they relate to California Building Code and revisions to Chapter 11 for Access.

In Schematic Design, we typically gather all architectural and consultant issues, and arrange a pre-application meeting. We are prepared to follow up with as many preliminary meetings with DSA as needed to complete our understanding of the permit requirements. We have done this successfully on multiple projects. We will assist the Albany USD to identify closeout of previous DSA permits which can often delay final permit approval. In the permit review phase, we carefully analyze comments and coordinate a fast focused response. We have worked successfully in conjunction with the DSA Oakland, Sacramento and Los Angeles regional offices to deliver expedited response times.

During construction, we will maintain a close relationship with the Inspector of Record to ensure that both the project and the close out process run smoothly. The new “dropbox” system implemented during construction is familiar to us. Proactively tracking these changes, if they occur, facilitates a more streamlined process for project closeout. We are proactive to assist school districts with closeout of prior projects on campus to avoid delays with current project permitting. GE is able to assist with research of all existing DSA A#’s and to confirm closeout. If closeout has not been achieved, we can assist and coordinate final documentation as needed. Gould Evans is also prepared to work with public health officials (as required for the Culinary Arts Program), and local Fire Department to ensure proper access.



4 Life Cycle Costs Net Zero Energy Analysis

The District recognizes that the Design Build proposals will not include a full design within the proposal and therefore a full life cycle analysis of the proposed systems is not practical at the time of submittal. The District has a focused interest in the total cost of ownership of the building over its expected life and desires a lower cost over the life of the building. The District wants this project to be highly energy-efficient, sustainable and Net Zero Ready. Design-Build Proposals shall include information to demonstrate their design approach to Life Cycle Costs and Zero Net Energy Ready.

The life cycle cost analysis process includes gathering cost data for the purchase, operation, maintenance, and replacement of the building systems being analyzed, and then performing a calculation that uses this data to determine the true cost of ownership of each system over a 30 year period. The resulting life cycle costs are then incorporated into a system matrix that explains each option, its pros and cons, along with the life cycle cost to help the owner see the long term impact of each system choice. Finally, the design team meets with the owner to review this matrix and help them arrive at the best long term decision for their project.

Interface Engineering has designed a number of Net-Zero energy projects. Two of these have been done with conventional budgets, and many more included a premium that the project could not afford initially, so they were designed “Net-Zero Ready”.

In all cases, we have found that the correct approach is to follow a simple but systematic process as follows:

Step 1: Identify available natural resources

This is the most critical step and is often not fully exploited on projects. Each site is unique, and during this step a charrette and walkthrough with all the team members typically uncovers hidden strategies that cross disciplines. On one project, a spring-fed stream flowed through the site and was used for low impact micro-hydro power and a source of heating and cooling. On another project, well water was used for heating and cooling while still another dewatering turned a project cost into a geoechange resource. We have developed a unique capability to identify and integrate naturally occurring resources across disciplines to help reach Net-Zero energy goals.

Step 2: Aggressive Energy Efficiency Campaign

In this step the goal is to squeeze the energy down to 60 – 70% less than a conventional code building, so that only a small amount has to be met with renewable resources. It’s typical to have 40 or more energy strategies analyzed and incorporated into the design for a Net-Zero project. If the life-cycle cost of each strategy is less than the available renewable strategies, they should be incorporated before renewables.

Step 3: Prioritize Renewable Energy Strategies

Finding the most cost effective renewable energy source is the key to being able to incorporate it into a conventional budget. Micro-hydro will almost always be the best source if available. Solar strategies typically include solar PV, solar thermal and solar air heaters (transpired collectors) – the key to making them cost effective is to integrate them such that they do multiple things for you. Solar PV and solar thermal can double as canopies for rain and sun protection rather than providing a separate roof structure. This reduces the effective cost of the renewable system considerably. The new “bifacial” PV roof generates power and also allows for abundant daylight penetration so electrical lighting can stay off. Furthermore, keeping PV panels cool will increase their output and extend their life. This can be achieved with solar driven Combined Heat and Power (CHP) arrays or by hot-weather cleaning with stored rainwater.

Step 4: Verification and Design Intent

In this phase, we go beyond commissioning of the building systems and actually commission the occupants to ensure they know how to operate the building, turn things off, keep doors closed, etc. We also typically will use our thermal imaging camera to detect incorrect components during the construction process such as backward windows, air leaks, etc.

4 Life Cycle Costs Net Zero Energy Analysis



Preliminary Energy Analysis for Different HVAC Options

Albany Ocean view Elementary School 2018-0658

Prepared by:

Inna Dolottseva, EMIT
Steve Gross, PE

December 12, 2018



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4 Life Cycle Costs Net Zero Energy Analysis

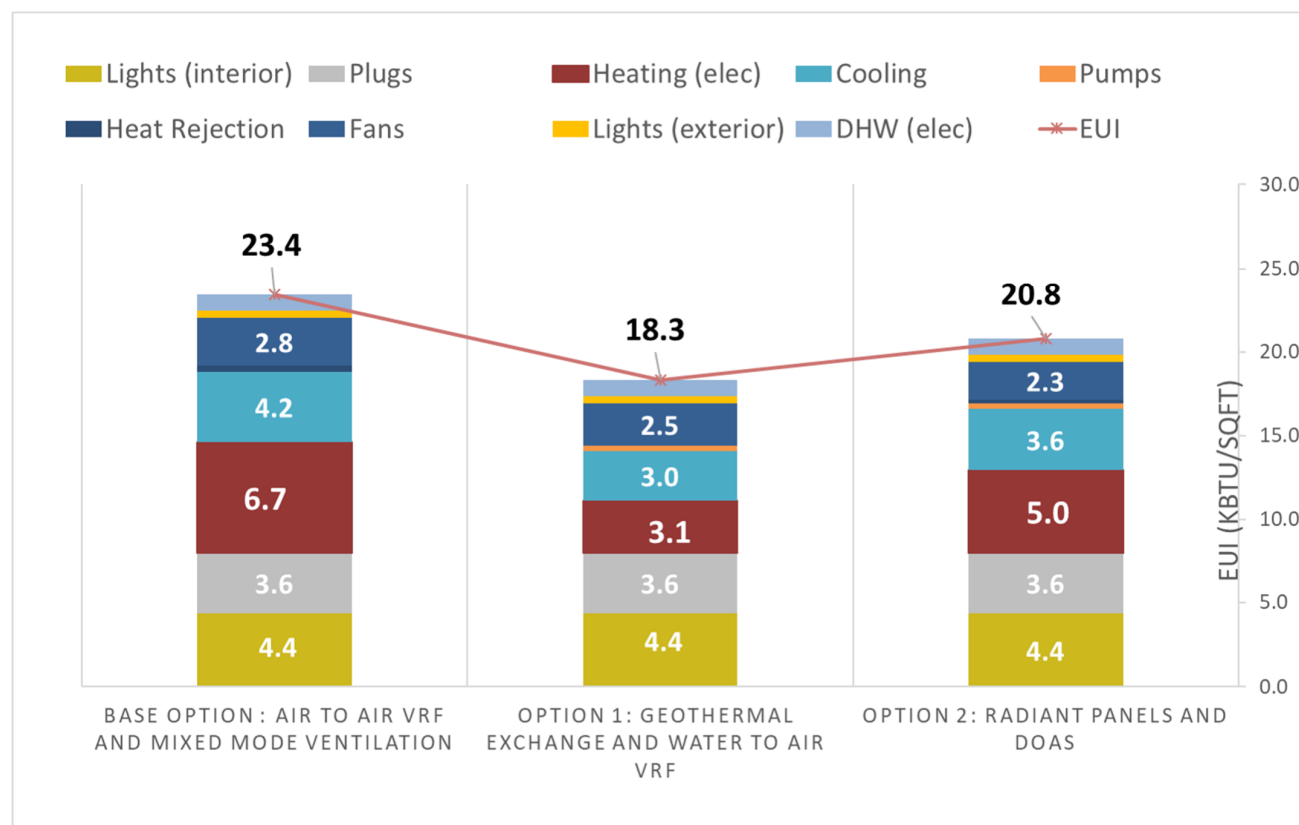
Executive Summary

This report includes comparison of different HVAC options performed for Ocean View Elementary school located at 1000 Jackson street in Albany, California. The two-story new school building will include classrooms and admin rooms. The gross building area will be approximately 41,400 square feet. The project is also had been surveyed to meet Net Zero Energy Ready requirements.

In this report three HVAC options had been investigated, Air Source Variable Refrigerant Flow (VRF) with mixed mode ventilation, a geothermal exchange with VRF with mixed mode ventilation, and radiant heating and cooling with dedicated outdoor air system (DOAS). All the HVAC scenarios consider R-30 for the roof and electric water heater for Domestic Hot Water (DHW).

Preliminary Energy analysis shows that the geothermal exchange with VRF is the most energy efficient system and will result in **EUI 18.3 KBtu/SF**.

To meet Net Zero Energy requirements the overall PV capacity estimated to be around 204 kw. Further project evaluation is required to complete detailed building energy end use analyses.



4 Life Cycle Costs Net Zero Energy Analysis

Input Assumptions

Envelope

Envelope performance had been assumed to meet ASHRAE 90.1-2010 requirements and summarized in the tables below.

Assumed Envelope Properties:

	U-Value [hr-ft ² -°F/Btu]	R-Value [Btu/hr-ft ² -°F]	Description
Exterior Wall	0.084	13+3.8 c.i.	R-13 batt between steel studs, R-3.8 c.i.
Roof	0.048	20 c.i.	Insulation Entirely above Deck with R-20 c.i.

Assumed Window Properties:

	U-Value [hr-ft ² -°F/Btu]	SHGC [%]	VT [%]	Description
Windows	0.65	0.25	0.6	Metal framing

Equipment “Plug” Loads

Equipment power density (EPD) assumptions are displayed in the table below. EPDs were assumed equal for the baseline and proposed buildings.

Assumed Equipment Plug Loads:

Space Types	Equipment Power Density (W/ft ²)
SPACE: Office - Enclosed	1.0
SPACE: Conference/ Meeting/ Multipurpose	0.75
SPACE: Classroom/ Lecture/ Training	0.75
SPACE: Restrooms	0.2
SPACE: Lounge/ Recreation	1.0
SPACE: Electrical/ Mechanical	0.5
SPACE: Stairs - Active	0.1
SPACE: Corridor/ Transition	0.1
SPACE: Storage	0.2

Lighting

An aggressive yet achievable building average lighting power density (LPD) target of 0.65 W/ft² is assumed for the project. All the regularly occupied spaces are simulated as having daylight responsive controls, which continuously adjust the electric light output in response to available daylight. The controls are continuous dimming with a 50 FC set-point.

4 Life Cycle Costs Net Zero Energy Analysis

Occupancy

Occupancy variation profiles for each space type were created based on schedules from ASHRAE 90.1-2010 Standards. Occupancy densities, and ventilation rates are summarized for each regularly occupied space type below.

Assumed Occupancy and ventilation rates:

Space Types	Occupancy (ft ² /person)	Flow Rate (cfm/ft ²)
SPACE: Office - Enclosed	200	0.15
SPACE: Conference/ Meeting/ Multipurpose	20	0.5
SPACE: Classroom/ Lecture/ Training	15.38	0.38
SPACE: Restrooms	-	0.15
SPACE: Lounge/ Recreation	40	0.3
SPACE: Electrical/ Mechanical	-	0.15
SPACE: Stairs - Active	-	0.15
SPACE: Corridor/ Transition	-	0.15
SPACE: Active storage	-	0.15

HVAC Systems

The following HVAC options had been studied:

- HVAC-Option 1: Air Source Variable refrigerant flow (VRF) with mixed mode ventilation
- HVAC-Option 2: Geothermal exchange with VRF and mixed mode ventilation
- HVAC-Option 3: Radiant panels with dedicated outdoor air system (DOAS)

Service Water Heating

Service hot water is assumed to be provided by electric water heaters per 25 gal/per day/per student.

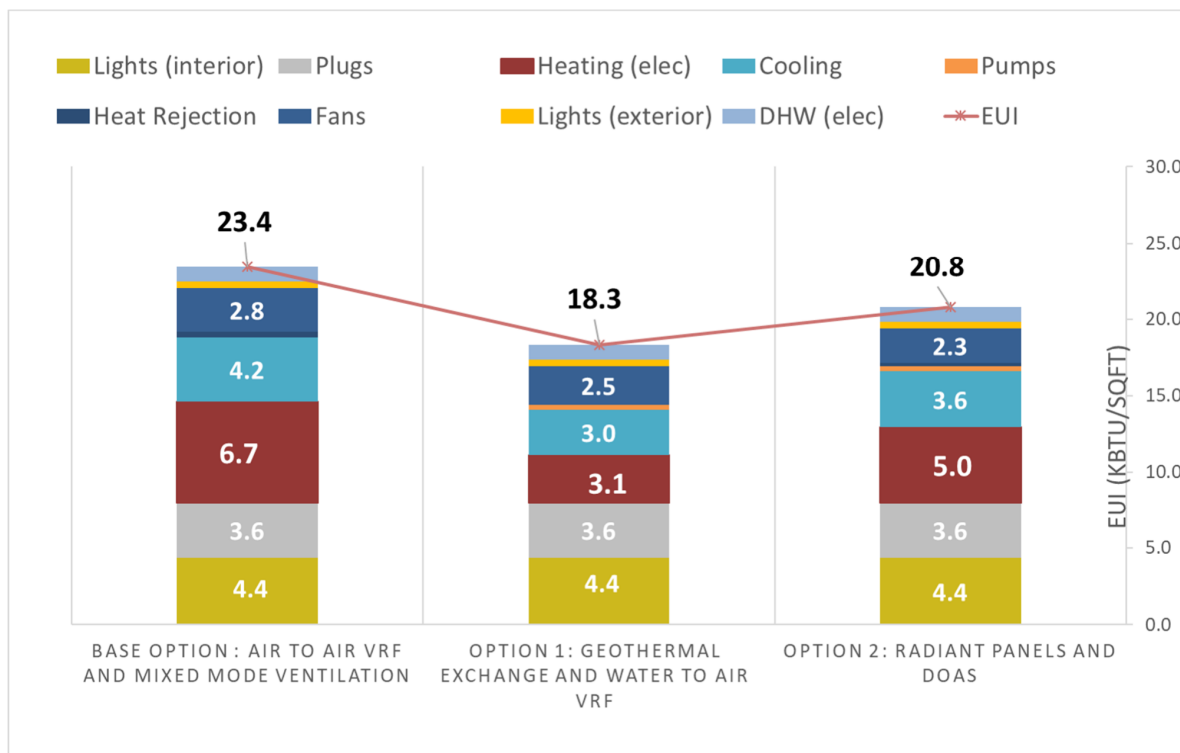
Tariffs

The analysis assumes the California state average utility rates of \$0.18 per kWh and \$1.03 per Therm.

4 Life Cycle Costs Net Zero Energy Analysis

Energy Analysis Results

This section illustrates EUI and break down of energy for all the HVAC options.



Annual cost comparison:

HVAC Options	kWh	Therms	Annual Cost
Base Option : Air to Air VRF and mixed mode ventilation	285,193	0	\$51,335
Option 1: Geothermal exchange and water to air VRF	223,620	0	\$40,252
Option 2: Radiant panels and DOAS	253,474	0	\$45,625

Required PV capacity for option 1:

Net Zero Energy PV Requirements Option 1	
Renewables % Target	100%
Renewables Cost	\$51,335
KWh from PV	285,193
Required PV Capacity, KW	203.71

4 Life Cycle Costs

Net Zero Energy Analysis

Required PV capacity for option 2:

Net Zero Energy PV Requirements Option 2	
Renewables % Target	100%
Renewables Cost	\$40,252
KWh from PV	223,620
Required PV Capacity, KW	159.73

Required PV capacity for option 3:

Net Zero Energy PV Requirements Option 3	
Renewables % Target	100%
Renewables Cost	\$45,625
KWh from PV	253,474
Required PV Capacity, KW	181.05

5 Design Concepts & Proposed Building Systems

5. Submit 24x36 size drawings or renderings (and an electronic PDF version) that best reflect the DBE's vision of the project, including typical exterior and interior views, that not only delivers the program, but addresses the Special Conditions provided as part of the RFP. The design shall complement the community context in scale, massing, color and finishes. Provide a narrative describing in detail the materials and systems being proposed with particular attention to the Special Conditions.

The Albany Ocean View Elementary School design journey began in early November 2018 with the Albany USD stakeholder group, comprised of the Principal, Teachers, Librarian, Board of Education members, the Technology Director, the Superintendent, the Integrated Design Committee, parents, the bridging document architect, a student representative and other invited guests. We have collaborated actively and frequently over the past month and a half, and this has led to a comprehensive conceptual campus design that meets the guiding principles for the project and is community-facing and inclusive. In addition to meeting the many educational and pedagogical needs for the school, the proposed project anchors the West Albany families to this long term vibrant community and the UC Village families that only stay a few years.

To recall, this began with a deck of cards—the UDL Idea Kit. The cards, developed by this Design Team, were used in a collaborative integrative workshop format to move the discussion immediately to learning environments and Universal Design for Learning (UDL). The cards each represent a visual accompanied by a narrative to identify possibilities for learning environments at Ocean View. The small breakout groups of 4-6 stakeholders established a series of priorities for these future learning environments and the Ocean View pedagogy. The interactive nature of the workshop provided not only an opportunity to share ideas and commonalities for learning spaces but also to get to know the full Design Build Entity team better. For your students, this is a partnership that must function at a high level—a highly functional, collaborative level—in order to be successful.



The outcome of this UDL exercise was reviewed at Confidential Meeting 2. There were many overlapping ideas. However, the predominant guiding principles became “space within space,” and outdoor learning with emphasis on connectivity to nature and natural play.



We have since sought to represent these principles in every aspect of the project. For the Design Team, “space within space” represents flexibility, adaptability, and multi-use of every learning environment and shared resource space. Every square foot of this project must be broadly utilized and must serve multiple functions. The cards representing outdoor learning opportunities are also represented in the conceptual site plan design for the school. Courtyards for gathering, courtyards for families, science learning areas, library break-out areas for outdoor reading, spaces to gather with the community both outside and inside the campus grounds are all represented in this proposed design. The community play areas and community access are maintained on the northern portion of the site for after school hours as well as weekends.



5 Design Concepts & Proposed Building Systems



SEAMLESS INTEGRATION INTO NEIGHBORHOOD

Our proposed Conceptual/Schematic design for Ocean View Elementary School represents the heart of the school community and a place to “create community” every day of the school year. Ocean View Elementary School is situated on the primary path into Albany and is the center of many community amenities. The feeling of inclusion, well-being and safety must be present from the moment you arrive to the school site. The massing and scale of the proposed design is similar to the existing campus and provides a new architectural language that integrates existing and new buildings. The feature of clerestory windows stitches the campus together, offering an intimate scale that relates to the adjacent neighborhoods.

The new school remains a community school. The public community-facing gathering courtyard at the front plaza area is that new place for arrival. The Administration building is easily identifiable and accessible with storefront windows, colorful awnings and signage. The entry plaza is on the direct path of travel from the Buchanan and Jackson Street intersection, as well as the sidewalk connecting to the south with UC Village. This entry plaza serves as the

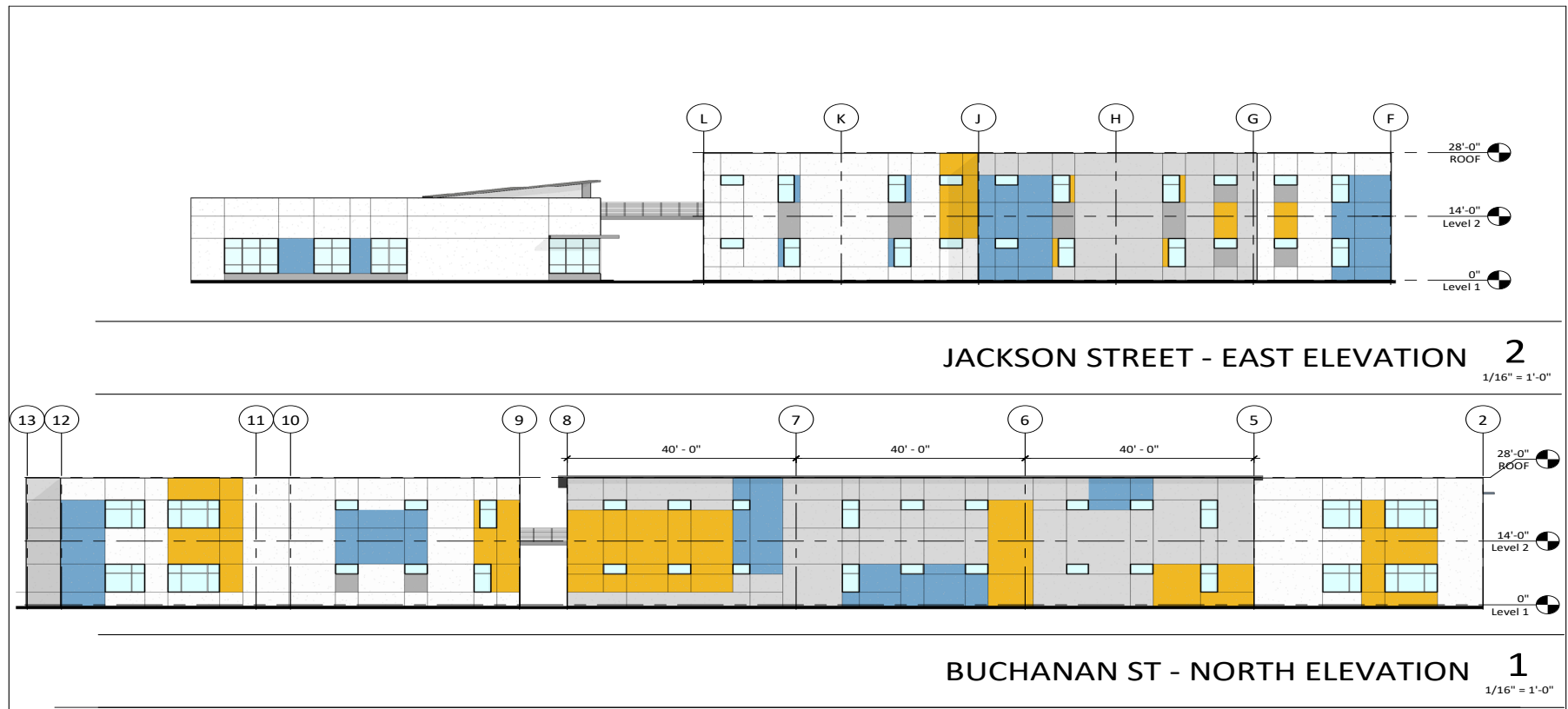
threshold between the public and community gathering areas and the private interior courts of the school. The entrance is where architecture, landscape, foot traffic, auto traffic, and public/private all meet. It will provide ample seating, and amenities such as a community bulletin board, visitor bike parking, shade, tree planting, and high visibility between the Administration area and foot traffic. During the beginning and end of school, it is anticipated that the decorative security gate will be open, connecting the entry plaza to internal courtyards for use by the Ocean View families. Once school has started, these security gates may be closed- prompting access only through the primary Administration Lobby area. The administrative and reception staff may then allow the students family and friends to enter back into the interior Family Courtyard within the school grounds safety perimeter. It is highly desirable for the Ocean View families to engage in their students’ education, and the administration sequence for entering only introduces much needed security to control community connectivity. A second floor learning deck provides needed shade and covering for students and families at the school’s entrance.

5 Design Concepts & Proposed Building Systems



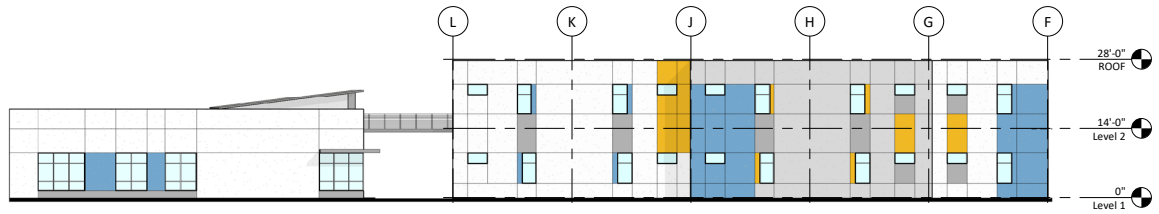
Ocean View Elementary School – Entrance

5 Design Concepts & Proposed Building Systems



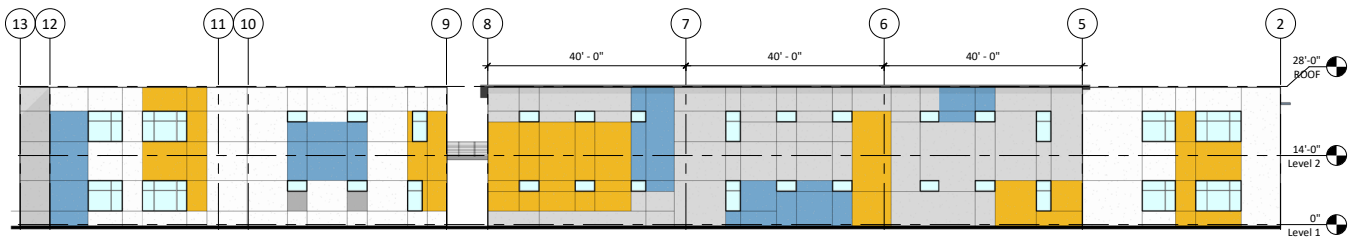
Exterior Elevations

5 Design Concepts & Proposed Building Systems



JACKSON STREET - EAST ELEVATION 2

1/16" = 1'-0"



BUCHANAN ST - NORTH ELEVATION 1

1/16" = 1'-0"

The exterior finish materials will blend with those of the existing structures to remain as well as materiality found in the adjacent neighborhoods—cement plaster, field paint colors with “punchy” accent colors at massing changes and classroom doors to add variation and fun, painted metal guardrails and painted metal stairs with colored concrete small stage platforms, metal roofing, and storefront window/ door systems at shared resource spaces. The existing concrete masonry walls will be painted to blend with the new structures. If budget allows, exterior tile may be introduced in accent areas which will relate to the size and scale of existing masonry units.

The exterior elevations are designed to provide variation and eccentricities to the school design, in support of unique “moments” and views. The interior and exterior of the project are treated with a similar architectural language where field colors vary where the elevations change in plane to one another. The elongated bar buildings are broken up with field colors, spaces between buildings and shifts in plane. Warm greys and blues pick up on the Ocean View color schemes. Accent colors of yellow and oranges may be introduced. (The final color design and approach will be presented in Schematic Design for feedback and comments.) By introducing blocks of color in a strong

graphic pattern, the relatively straightforward elevations appear dynamic and bold. Currently, the views of the existing north facade is blocked with fabric coverings on the chain link fence lining Buchanan Street. The Design Team proposes that this fencing be more permeable (removal of the fabric) to provide views to the new school facades. The colors should be highly visible from Buchanan Street and provide a gateway to Albany appeal. As one approaches the corner of Buchanan Street and Jackson Street, the existing chain link fencing may change to new decorative fencing. The east façade of the campus, the primary entrance and Administration building will be highly visible on Jackson Street. The variations in planes, the shifting of mass, and the color accentuation serve to reduce the mass of the buildings to a neighborhood scale. Accent and field colors will not only create a welcoming façade and entry, but also compliment the Family Courtyard gathering spaces and landscaping. A sense of arrival is reinforced with the surrounded color palette and student artwork, which will be incorporated into the primary circulation areas. The interior courtyards are highlighted with a colorful ribbon that is the second floor circulation pathways. The stairs, stadium stage stair, and second floor pathways will be accentuated with color.

5 Design Concepts & Proposed Building Systems



Safe Drop-Off and Pick-Up

5 Design Concepts & Proposed Building Systems



THE JACKSON STREET APPROACH

The parking, pedestrian and vehicle arrival sequence changed over the course of the confidential meetings as the Design Team responded to the stakeholder comments. The project was discussed with a local traffic engineer, Jeffrey Tumlin, a Principal with Nelson Nygaard- an expert in sustainability planning and how it relates to mobility and community access. He is the author of Sustainable Transportation Planning: Tools for Creating Healthy, Vibrant and Resilient Communities (Wiley, 2012). The team reviewed Option 17 by HY Architects dated 10/11/18 and the conceptual diagrams.

Jeffrey was very familiar with the Ocean View Elementary School site, Buchanan and Jackson Streets, UC Village, UC Berkeley's ownership of Jackson Street, as well as traffic patterns to and from Interstate 80. The guiding principle which continues to inform the project in every aspect is to provide a safe and equitable transportation and parking solution which supports an optimal investment for school access from the perspective of students, staff, teachers, and parents.

The review of Option 17 identified challenges with the proposed design:

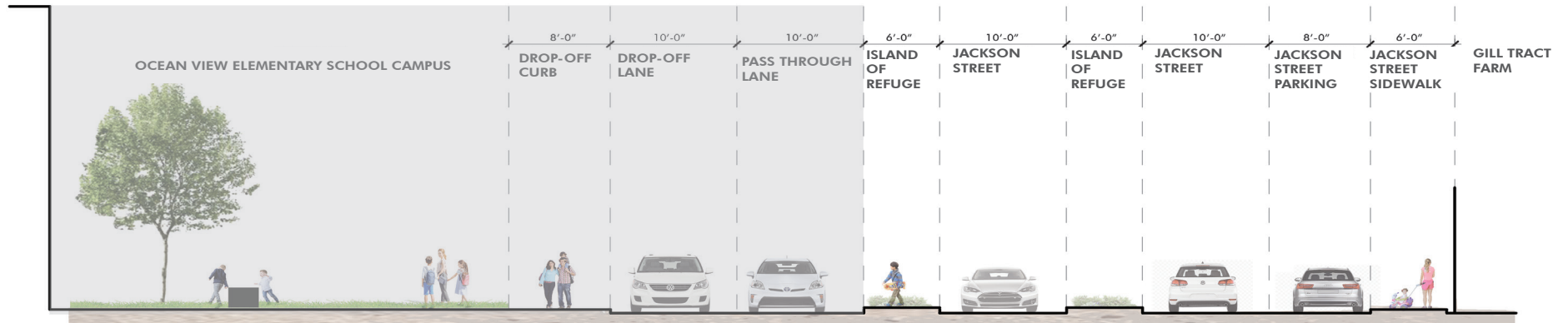
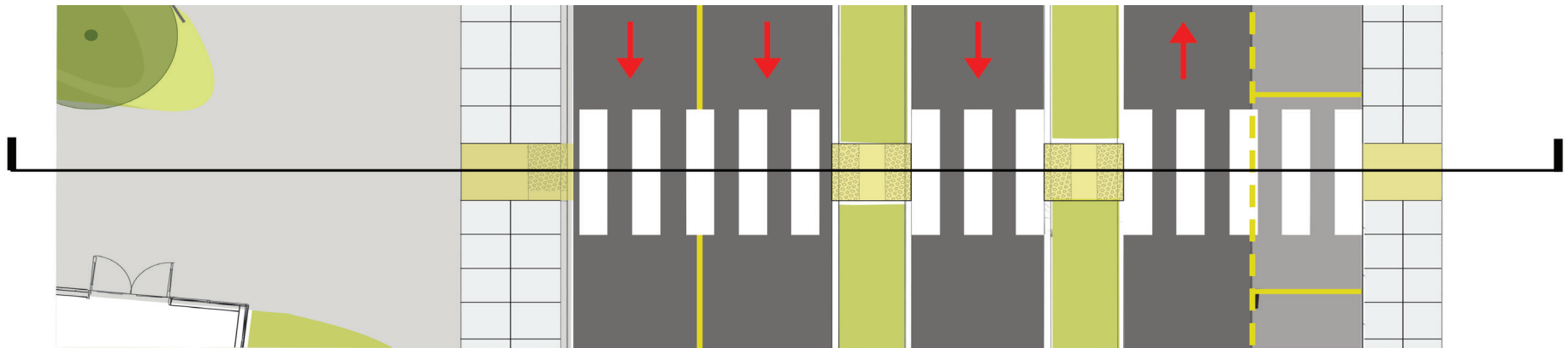
- Blind Corner at southeast corner for families and students coming from UC Village
- Path of travel from UC Village leads into a parking lot essentially, which is very dangerous
- Utilizes valuable school property for parking and vehicle circulation rather than educational programming
- Amount of parking constrains the project

significantly

- Not an "urban" solution and inconsistent with drop-off/ pickup approach at other Albany USD elementary campuses
- Parking is located on the south side of the campus, adjacent to Village Creek, blocking access to the creek for educational purposes
- Does not provide a buffer zone between campus and Buchanan Street for acoustics and air particulates
- Does not address a significant problem- the design of Jackson Street to be a safe, entry side of the school

The proposed conceptual design now locates staff parking on the north side of the site (along Buchanan Street) to provide an acoustic buffer between the roadway and the learning environments, as well as an environmental buffer with increased distance between automobile particulates and student play areas. In our consultant's opinion, this is an appropriate location for staff parking (with an access gate) with restricted access during school hours. The Design Team will continue to review the drive aisle access to this staff parking area whether from Buchanan Street or Jackson Street. The Buchanan Street entrance would involve a curb cut to be negotiated with City of Albany Public Works and the Rollers and Strollers who developed the bike path with the city staff. The Jackson Street entrance will still need to be maintained for fire department access, which might also be used for staff entry and/or exit. It is acknowledged that the staff parking entry at Jackson Street remains close to the Buchanan and Jackson Street intersection and is less desirable.

5 Design Concepts & Proposed Building Systems



Jackson Street Section

5 Design Concepts & Proposed Building Systems

The staff parking will be multi-functional, similar to the Albany Middle School. The new staff parking lot along Buchanan Street will retain the existing paving. The existing goals and courts will also remain. After school hours and on weekends, the courts may be available to the larger Albany community. The existing play structure in the northeast corner will be accessible and contiguous with the main campus during the school day. The circulation between 1st and 2nd Grade Classrooms provides direct access to this play area and existing redwood grove. The existing play structure, safety surfacing, and concrete seatwall at the corner of Buchanan and Jackson Streets may be open for community use, but is still to be determined. The existing mature trees will remain, and hearty, low water use, drought tolerant planting will be incorporated throughout.

The following are additional solutions as proposed in our confidential meetings and interview:

- Provide a simple drop-off/ white zone curb aisle and additional drive aisle on the west side of Jackson Street in the north-south travel direction. This would extend the length of the site. This drop-off zone would begin with a safe distance to the Buchanan and Jackson Street intersection. These two drive aisles would be separated from Jackson Street by a guardrail and landscaped refuge island. The guardrail is provided to prohibit pedestrians from crossing Jackson Street in places other than the designated safe crossing pathway.
- Provide a new Kinder and Aftercare parking area at the southeast corner of the site with a single access entry and exit driveway. This driveway may be a curbcut into the new sidewalk connecting with UC Village. It is important for school safety to eliminate families from entering into a parking lot directly as proposed in Option 17. (This is considered a very dangerous design). The driveway would also maintain fire department access and food service access to the Multi-Purpose Room. This existing driveway access will maintain the existing gates to secure the school perimeter. It should be noted that all public improvement work outside the school property lines must be negotiated with UC Berkeley. This team has worked with UC Berkeley Planning and real estate facility departments, and we are prepared to leverage these prior relationships to encourage UC Berkeley to consider safe access from UC Village to the school grounds.
- On the east side of Jackson Street, we are proposing parallel parking in lieu of the diagonal parking. By providing parallel parking, a safe pedestrian sidewalk may be provided adjacent to the Gil Tract fencing. The painted pedestrian zone may be provided (while construction of a raised sidewalk connecting UC Village to Buchanan Street is pending under the scope of UC Berkeley). This parallel parking is for families to park and walk their children onto campus.
- In order to provide a safe and equitable means of crossing Jackson Street, a medium refuge may be constructed with raised crosswalks (which act as speed bumps) leading directly into the primary entrance for the campus. This may deter drivers from traveling on Jackson Street to avoid Interstate 80 traffic. This approach to crossing safely and to traffic easing is consistent with City of Albany's planning for Solano Avenue.
- Consider a future bridge across Village Creek which connects the primary north-south pedestrian spine of UC Village with Ocean View Elementary. Again, this circulation route may be part of a comprehensive plan to present to UC Berkeley for funding and implementation outside the school project scope.
- Additional visitor parking for both Ocean View Elementary and the District Office is provided on Jackson Street and within UC Village (pay by phone parking).

As discussed, the Overaa/ Gould Evans Design Team is willing to engage the City and Regional Planning for UC Berkeley to discuss opportunities for a more specific partnership between Albany USD and UC Village. Established relationships with UC Berkeley's Planning and Real Estate departments can be leveraged over the next two years to facilitate a viable and safe solution.

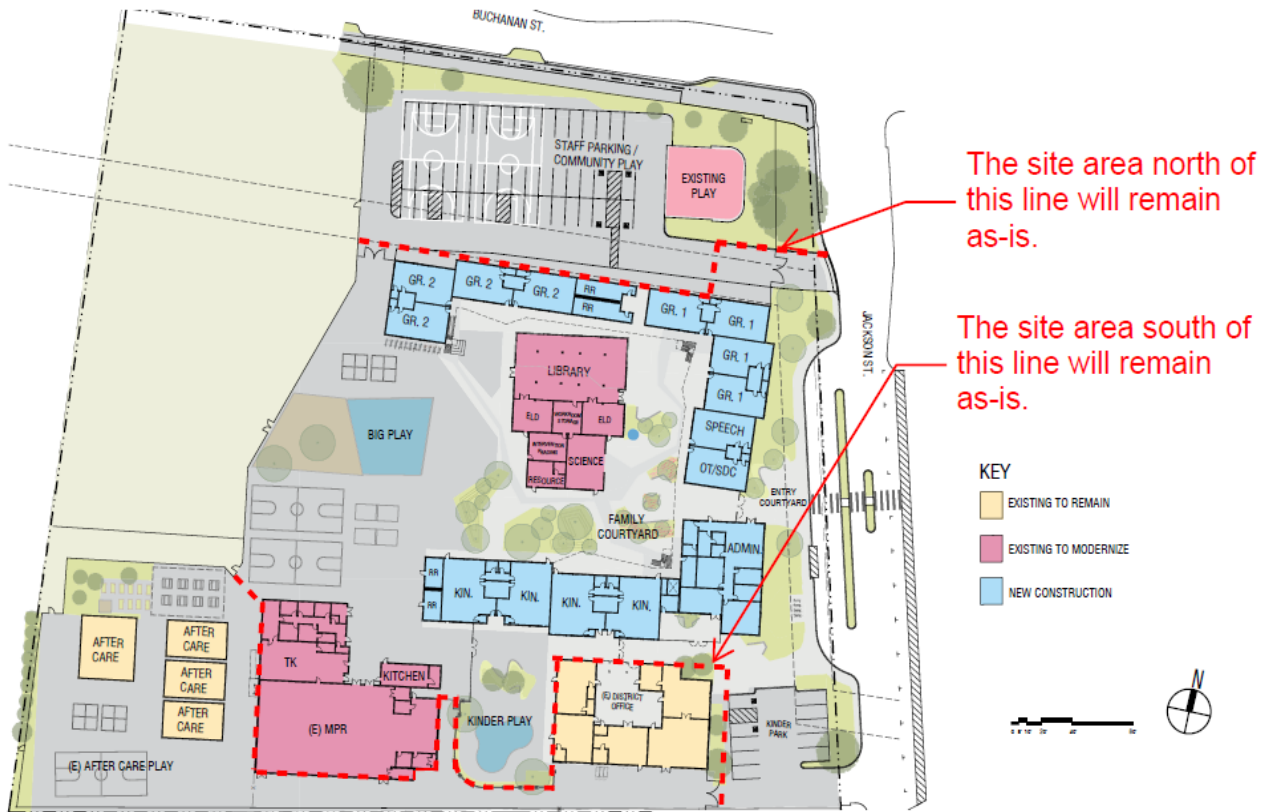
These proposed solutions can be designed and negotiated with UC Berkeley by this Design Team. The safest approach for Ocean View Elementary must involve a more holistic, resilient and sustainable solution to traffic management on Jackson Street. The educational programming space on-site should be used as such, without the additional burden of off-street parking. The optimal investment for Albany USD is in students, teachers and staff, and the educational spaces that support them.

5 Design Concepts & Proposed Building Systems



Learning Courts Site Plan – Ground Level

5 Design Concepts & Proposed Building Systems



THE LEARNING COURTS EXPERIENCE

Upon safe arrival at Ocean View, the site plan and facility organization unfolds the many hearts of the school campus. Just inside the Ocean View Campus is the Family Courtyard. This courtyard is a space for students and their families to build community. Parents can gather here while dropping off their children before school or waiting for their children after school. Ample seating will be provided and arranged to encourage social interaction. The spirit of the existing international garden will shine through with vibrant, colorful plants and unique specimen trees.

The Central Courtyard and Big Play

The Central Courtyard may be a private outdoor use area, available mostly to the school community and special event users. This space will be highly multifunctional and adaptable, able to meet the need of its many different users. The Central Courtyard will include nature play with traditional play equipment, hardscape play areas, and an outdoor eating area. The nature play area will feature natural elements such as logs for balancing, hopping, jumping, and climbing. This freeform nature play experience encourages youngsters to be imaginative, build their own environments, and create stories. Traditional play equipment will be integrated to provide students with a range of play experiences, such as strength building,

Central Courtyard and Big Play will be hardscape, providing flexibility for additional activities such as basketball, dodge ball, kickball, tag, or foursquare. The hardscape will receive a colorful paint pattern to add play value and whimsy. An outdoor stage is incorporated into the northeast circulation stair which will be a primary outdoor learning presentation area, directly adjacent to the Library. Restroom facilities are directly adjacent to Big Play, the MPR and the outdoor eating area.

As previously stated, the site north of the easement (including the easement) and the southern portion of the site will remain as-is. See above for project boundary line. To the south, these areas include existing play areas and parking for events at the MPR that also generate revenue. To the north, the play area will provide new staff parking while still maintaining hard court game playing.

The acoustics of the Central Courtyard will be mitigated with a combination of proven approaches:

- Locate loud play functions far from learning environments. These play areas are pushed to the far west of the site with direct adjacency to the MPR and outdoor eating areas
- Outdoor eating areas are also located in the far west of the site adjacent to existing tree buffers and the edible garden

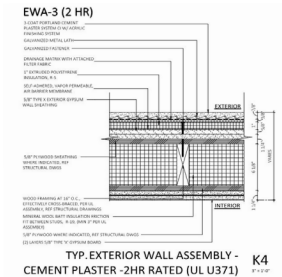
5 Design Concepts & Proposed Building Systems



Acoustic Approach

GENERAL APPROACH:

- Keeping student congregation areas away from classrooms
- Being intentional about the placement of hard (sound reflective) surfaces vs. soft (sound absorptive) surfaces
- Consider increasing STC ratings of wall and window assemblies



“VOLUME BUFFERS”: Landscape and architectural elements intended to slow the pace of movement and act as an acoustic buffer to neighboring classrooms

“BERM BUFFER”: A physical landscape mount which helps reflect noise into the active play area and away from the classrooms

5 Design Concepts & Proposed Building Systems

- Landscape berms may be created to separate Big Play from the interior outdoor learning courts. This landscape berm may double as seating areas for outdoor performing spaces, movie night and other large events.
- Stair access and circulation elements will also be designed to mitigate acoustic concerns emanating from the Big Play areas.
- Acoustic upgrades to new adjacent structures on Big Play may include STC rating increases at the wall assembly, additional door and window casketing to also increase STC rating, and other built acoustic treatments.

Our overall design allows for future growth and creates opportunities to make the campus yours—giving your students, staff and community the potential for ownership through art projects (such as murals/mosaics) and through additional landscaping/natural elements to continually increase outdoor learning and over-all well-being.

Second Floor

The organization of two story “learning bars” to the north, east and south of the Library encloses a welcoming, perfectly scaled inner courtyard for the entire school community to enjoy. The two story structures are elongated east-west primarily for optimal solar control and solar orientation. The south “learning bar” steps down as the structure stretches to the west to allow for warmth and sun

into the Family Courtyard. The east “learning bar” may be provided with northern exposure clerestory lighting and maximizes westerly winds coming off the Bay. By shifting pairs of learning classrooms, these “bars” are provided with variation on both the exterior elevations as well as interior ones. Outdoor classrooms are located in close proximity to the Learning Communities and provide an opportunity for teachers to easily take their students outside. The classrooms provide visual screening around their perimeter (planting, hedge, low fence, etc.) to help focus the students’ attention. A variety of seating elements (wood stumps, simple benches, boulders) will accommodate up to 25 students.

The second floor learning spaces for 3rd, 4th and 5th grade classrooms are connected with a colorful, meandering walkway which opens to several learning decks. Each grade level is provided with an individual access stair and learning deck for outside learning. An elevator connecting the two floor levels is located adjacent to the Administration building, near the front entry for ease of accessibility. Each of the three access stairs is considered a “node” or a place to not only circulate but also to learn. They also provide acoustic separation from the Big Play area to the west of the classroom areas. Multiple accommodation and gender neutral single occupancy restrooms are accessible at the second story. The second story classrooms will be provided with volumetric ceilings to match the sloped roof profiles.

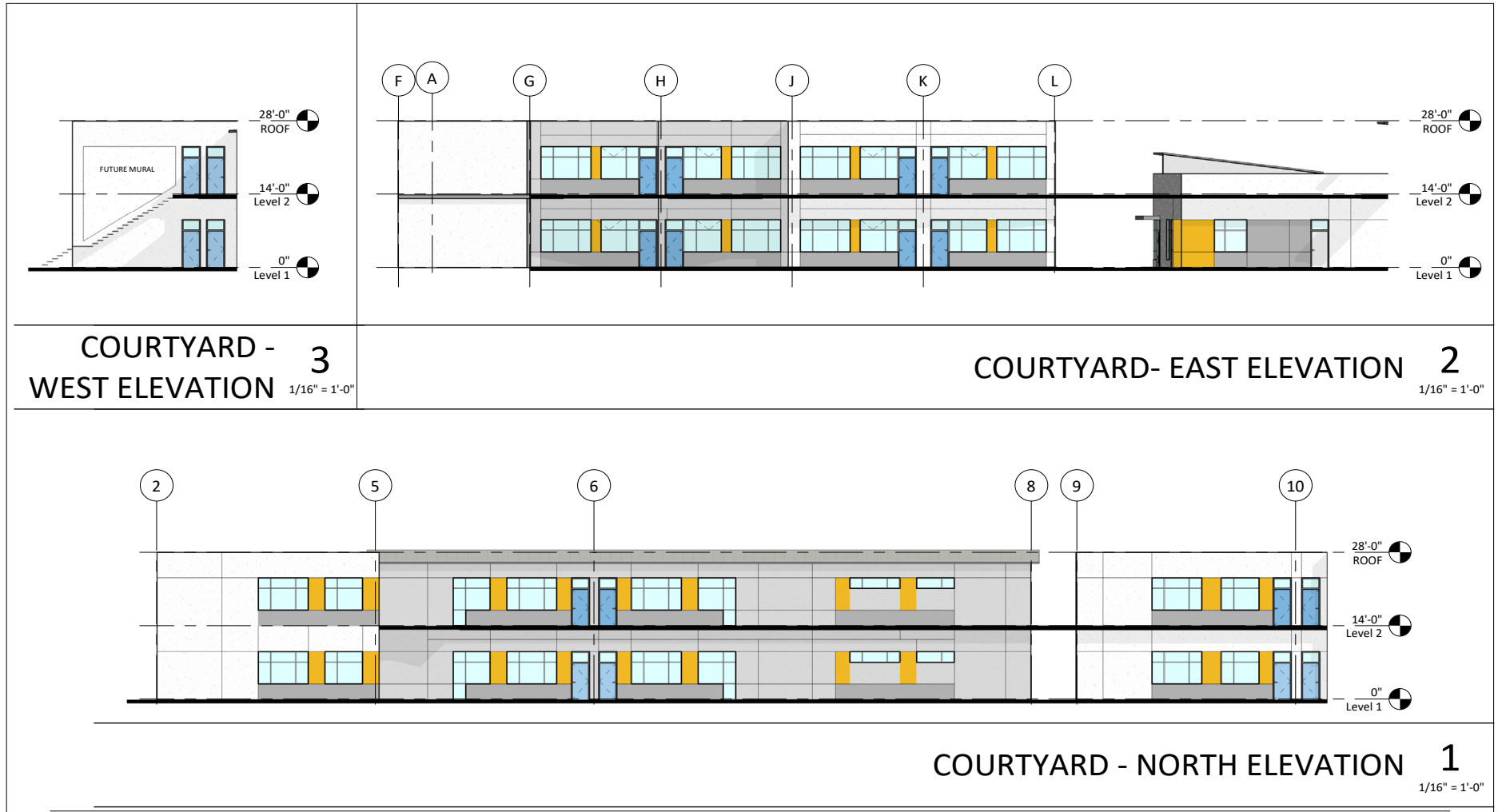


5 Design Concepts & Proposed Building Systems



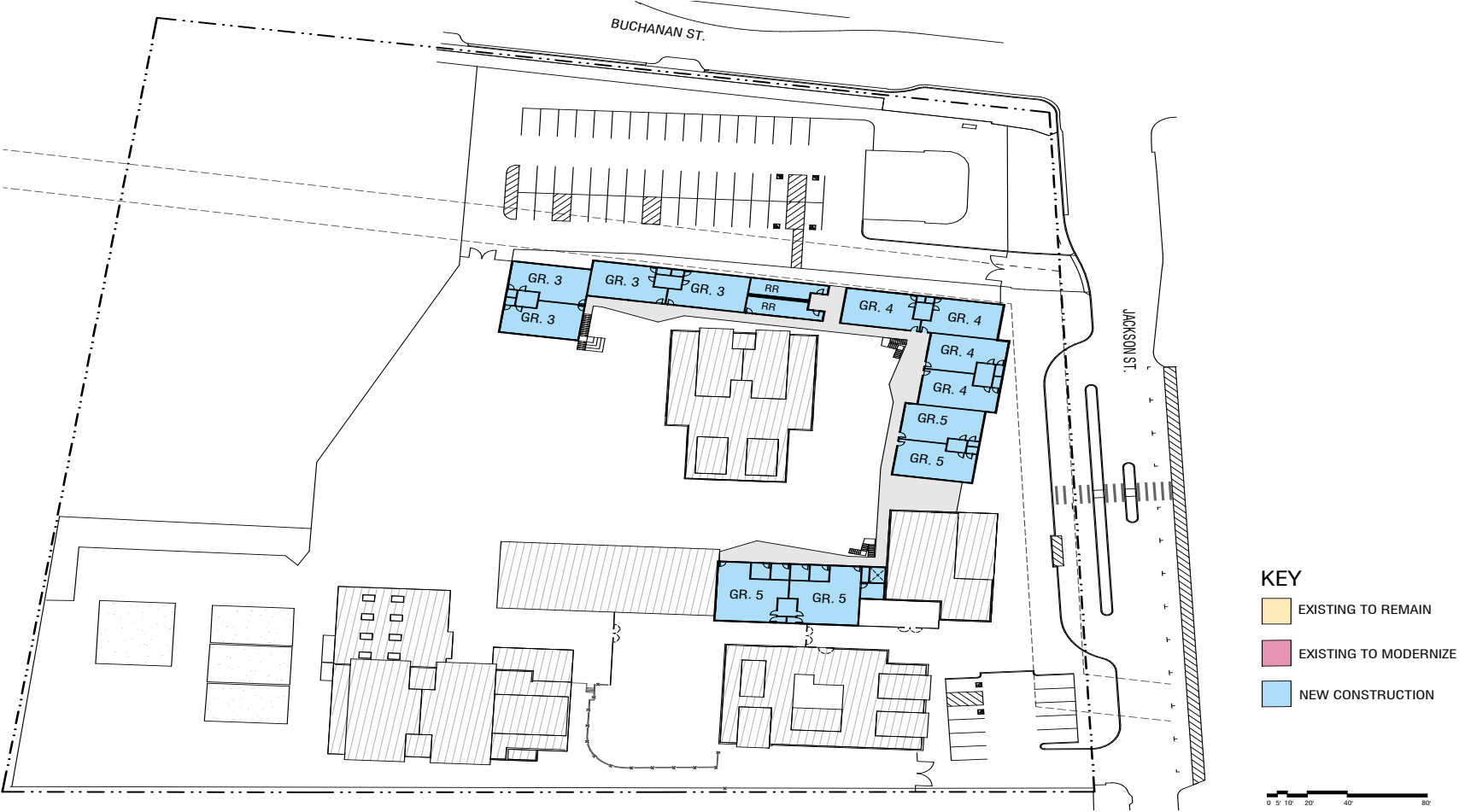
Central Courtyard Stadium Stair

5 Design Concepts & Proposed Building Systems



Exterior Elevations – Courtyard

5 Design Concepts & Proposed Building Systems



Learning Courts Site Plan – Level 2

5 Design Concepts & Proposed Building Systems



5 Design Concepts & Proposed Building Systems



SHARED RESOURCES

A concept referred to as “shared resources” identifies spaces that on the campus where resources, such as workrooms, project spaces, meeting rooms are distributed to allow easy access for staff and teachers. For example, workrooms and copy areas may exist in the Library Workroom, the Staff Workroom within the Administrative office building and the MPR counseling area.

Library

In our confidential meetings, it was recognized that the Library was highly valued by teachers, students, the Principal and the Librarian. “Library as Kitchen” became a parallel guiding principle for the project. This embodies the idea of the Library being a place to create, make and read as opposed to a grocery store, only to be taken from. Being centrally located, the Design Team proposed modernizing the existing Library and providing a full seismic upgrade.

The existing classroom wings to the East and West of the Library building will be demolished. The remaining Library and the two classrooms to the south will be stripped down to the structural shell, preserving the basic structural

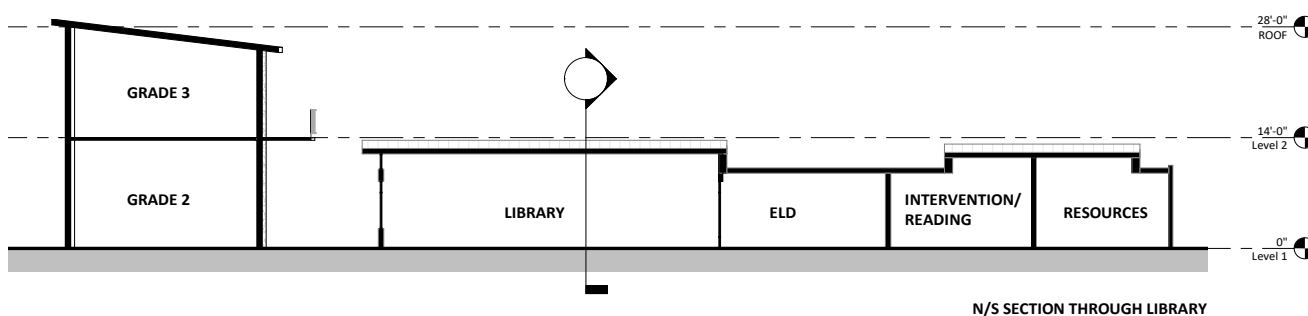
roof framing, exterior shear walls/columns, slab and foundations. All interior partition walls, ceilings, gypsum wall board, etc, will be also removed down to the bare framing. This demolition will trigger a full code upgrade to the remainder of the building per Code section 4-309. We also expect there will be modifications of some of the remaining structure as designed by the team to facilitate a fully refurbished library. Since we are completely updating the building to new code, we are only keeping elements that structurally and economically make sense.

The ELD, Reading and Resource programming is located within the Library. The interior colors will be vibrant and the information desk may have a “clubhouse” feel, being welcoming for students of all ages. In addition, the Library is connected with the Science Room and programming. The outdoor reading areas and science garden interconnect to the east of the Library structure and serve as outdoor learning areas for First Grade, Occupational Therapy and Speech learning spaces and programs. A large opening roll up door at the Science/ Maker learning space will allow learning to expand from the science classroom into the hardscape plaza. A rainwater catchment system will

5 Design Concepts & Proposed Building Systems

here to provide learning demonstration for students. Additionally, bioretention areas will be incorporated throughout the campus as necessary, acting as both a functional biofiltration system and learning demonstration for students. Serving lunchtime programs, the Library is directly adjacent to the Big Play area for easily managed supervision for students over several swing eating times. The 2nd Grade classrooms are directly adjacent to the north side of the Library, with plenty of distance to create

an intimate outdoor area. The second floor walkway will allow students to look down into existing clerestory windows and see students and staff gathering around reading, chromebooks and other educational programming. Saving and modernizing the beloved Library also serves to provide familiarity for the Ocean View student and teacher population. Arriving back to their new school will still honor this existing building, with its beautiful clerestory windows for excellent lighting to read and gather.

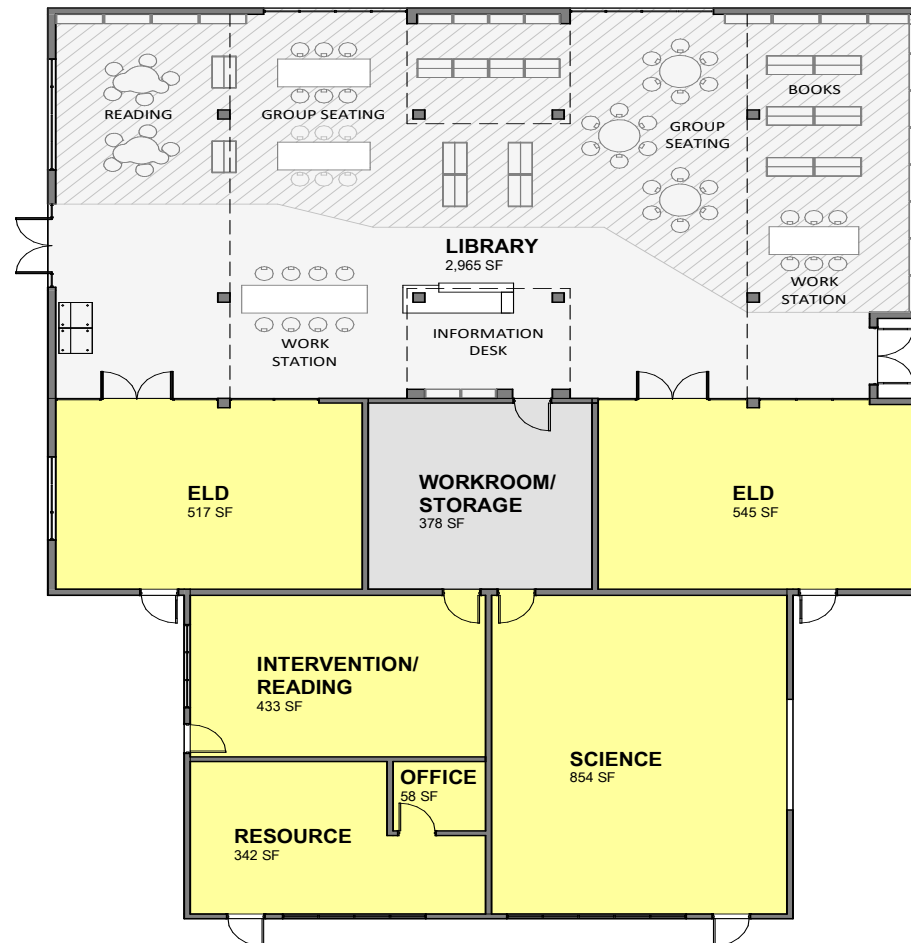


5 Design Concepts & Proposed Building Systems



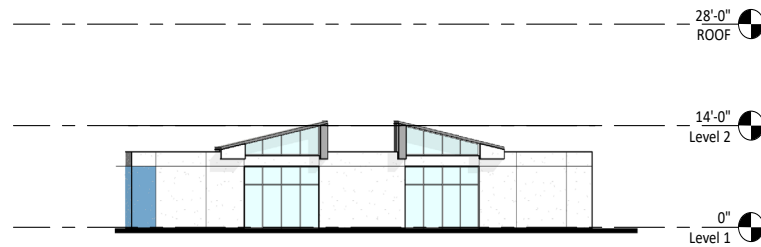
Library as Kitchen – Interior View

5 Design Concepts & Proposed Building Systems

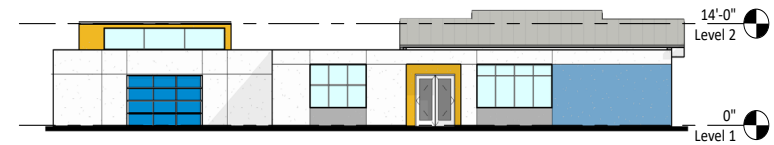


Floor Plan – Library

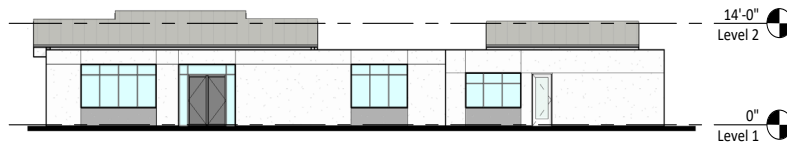
5 Design Concepts & Proposed Building Systems



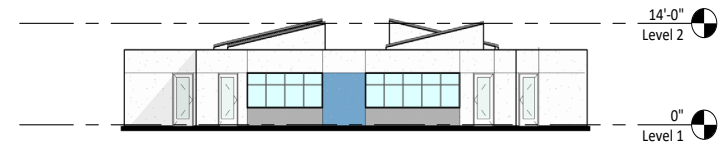
LIBRARY - NORTH ELEVATION **2**
1/16" = 1'-0"



LIBRARY - EAST ELEVATION **1**
1/16" = 1'-0"



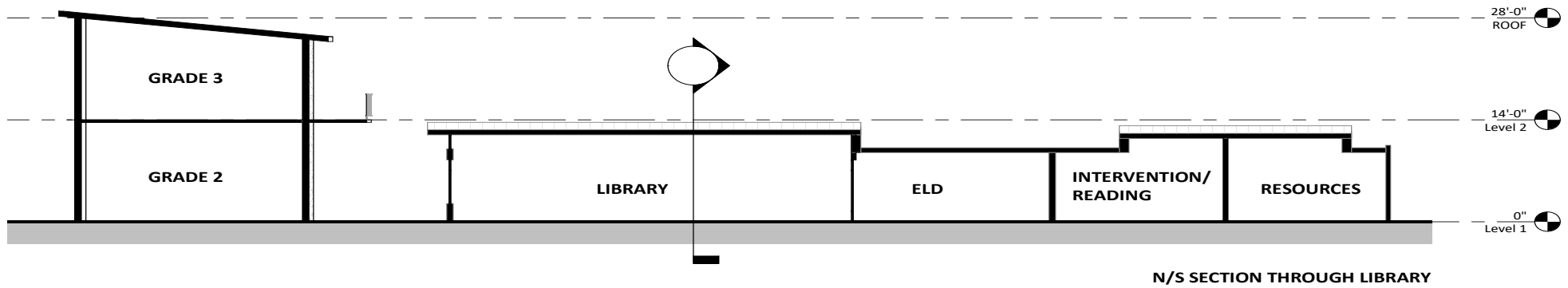
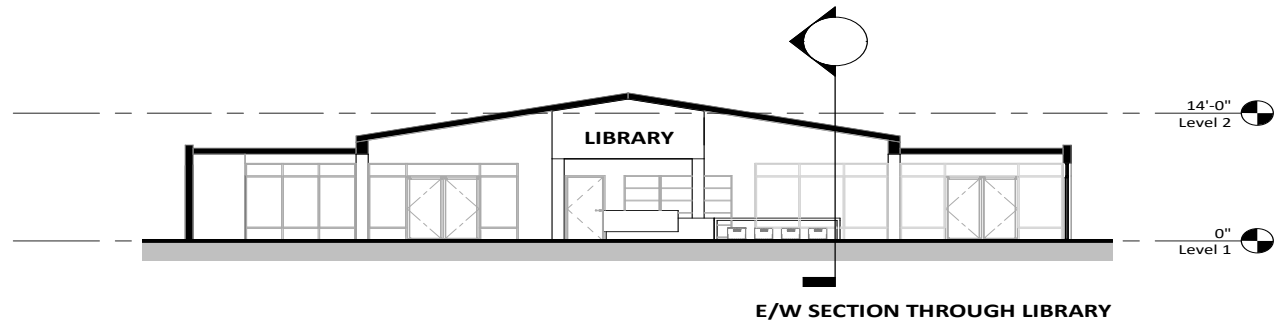
LIBRARY - WEST ELEVATION **3**
1/16" = 1'-0"



SCIENCE - SOUTH ELEVATION **4**
1/16" = 1'-0"

Exterior Elevations – Library

5 Design Concepts & Proposed Building Systems



Section – Library

5 Design Concepts & Proposed Building Systems

Multipurpose Room and District Office

In addition to the Library, other existing structures that were identified as having value to the school community is the Multi-Purpose Room (MPR) and the Grade 5 building, which may be utilized by the District Office (temporarily). The MPR will be renovated to meet the RFP requirements with a full refresh. After further discussion with our structural engineer, who provided the structural assessments to the district for this campus several years ago, we have determined the MPR cannot be altered without triggering a full seismic upgrade. We are proposing to voluntarily upgrade the structure to address current deficiencies that were identified in prior reports. The two classrooms attached to the north of the MPR must remain as-is to avoid the triggers for a full seismic upgrade. Repurposing these learning spaces for a Transitional Kindergarten space as well program requirements for counseling offices, individual private offices and record storage space. These spaces are located directly below the natural light skylights.

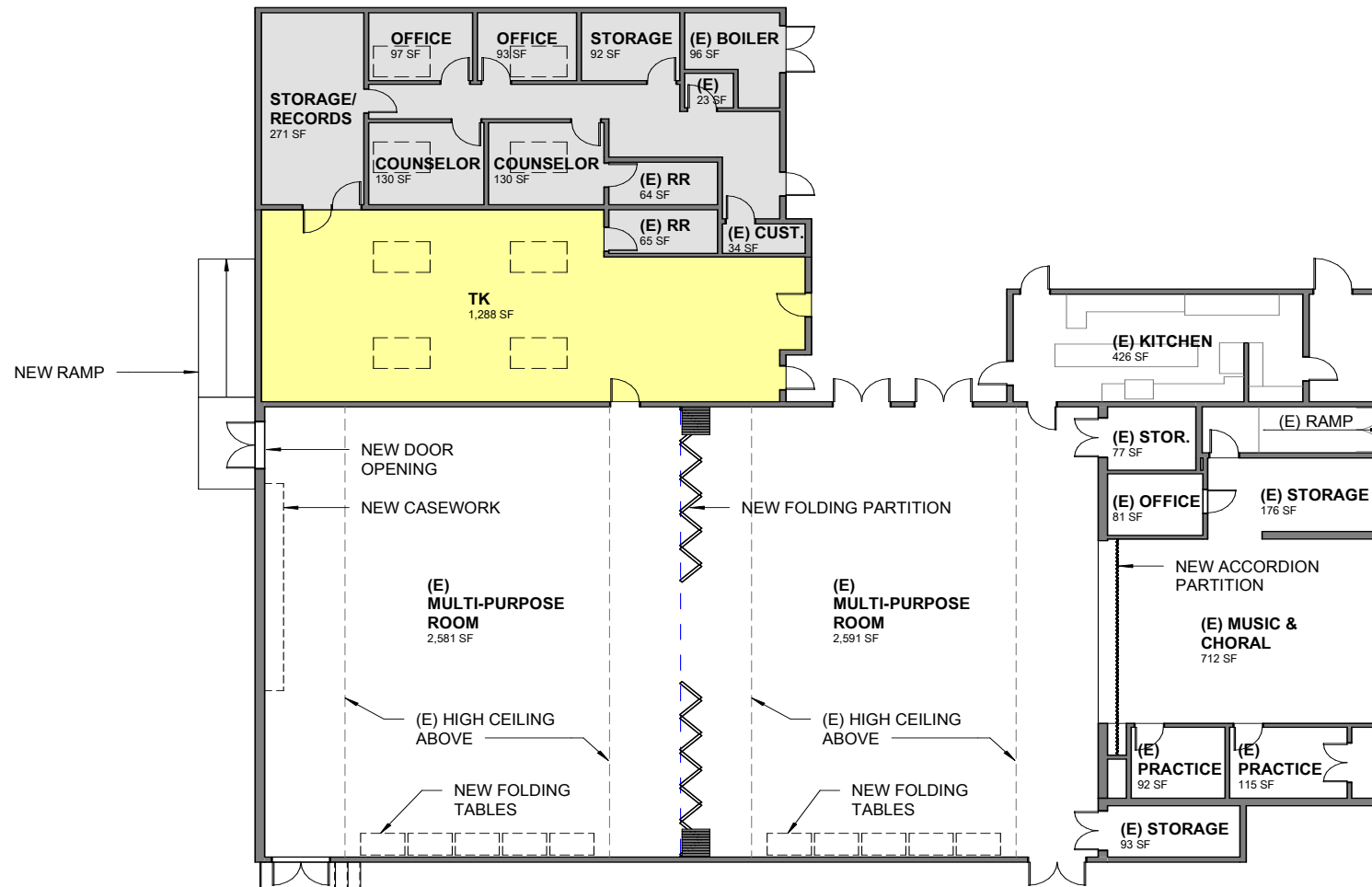
It is our understanding that pinch points exist now when students queue up for lunch at the MPR. Two sets of double doors concentrate students entering and exiting the lunch services is problematic. A new set of double doors, introduced at the west side of the MPR main gathering space, provides distributed access to the outdoor eating area, edible garden and Big Play. The outdoor eating area will provide picnic tables and an overhead shade structure for use during lunch. An adjacent learning garden will serve as a space for teachers to demonstrate topics learned about in the classroom. Students can gain hands-on field experience with plants, soil, and the many subjects related to ecology. The garden will incorporate both vegetable and pollinator planting. Student bike parking is also incorporated to encourage eco-friendly transportation and a healthy lifestyle. The exterior outdoor eating area links the Aftercare zone to the primary campus while still allowing a separation of these programs. The MPR may still be a revenue generator for the school district with similar access as currently exists.



Administration

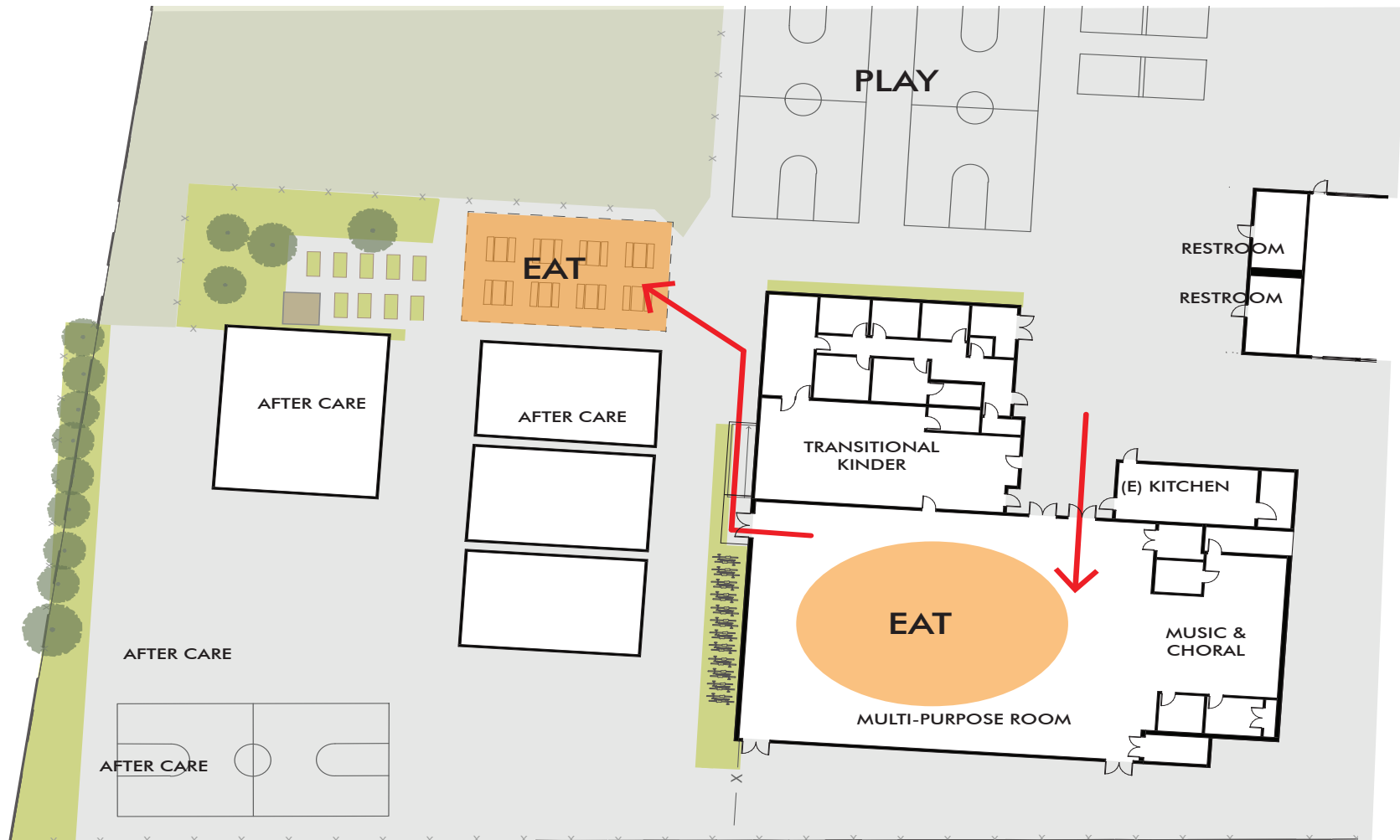
The new Administration Building is a “shared resource” as well. It houses all the primary administrative staff and services with a welcoming entry lobby. Views to the front of the school and drop-off/ pick-up areas supports the community safety aspects of the project. The Principal’s office is located in the northwest corner with direct views to the entrance, the Lobby and the Family Courtyard- all eyes on the campus. Being highly accessible, the Principal can provide valuable support for all Ocean View families. The Staff Workroom and mail cubby area connects with the Lobby circulation. A proposed dual sided mailbox area is proposed so delivery can be made effectively while allowing collaboration and social interaction amongst teachers and staff to occur within the workroom itself, providing much needed acoustic separation from the Lobby area. A large conference room anchors the southeast corner of the building with access to the exterior. The Staff Lounge and Kitchen area are directly adjacent to the Conference Room. An outdoor eating and break-out area for staff is a spillout space for a quiet retreat when needed. Direct adjacency with the District Office encourages professional development of district employees. The Conference Room and Kitchen may be further designed for revenue generation; the community may rent the space for small functions if the kitchen were a shared space, rather than directly within the Staff Workroom.

5 Design Concepts & Proposed Building Systems



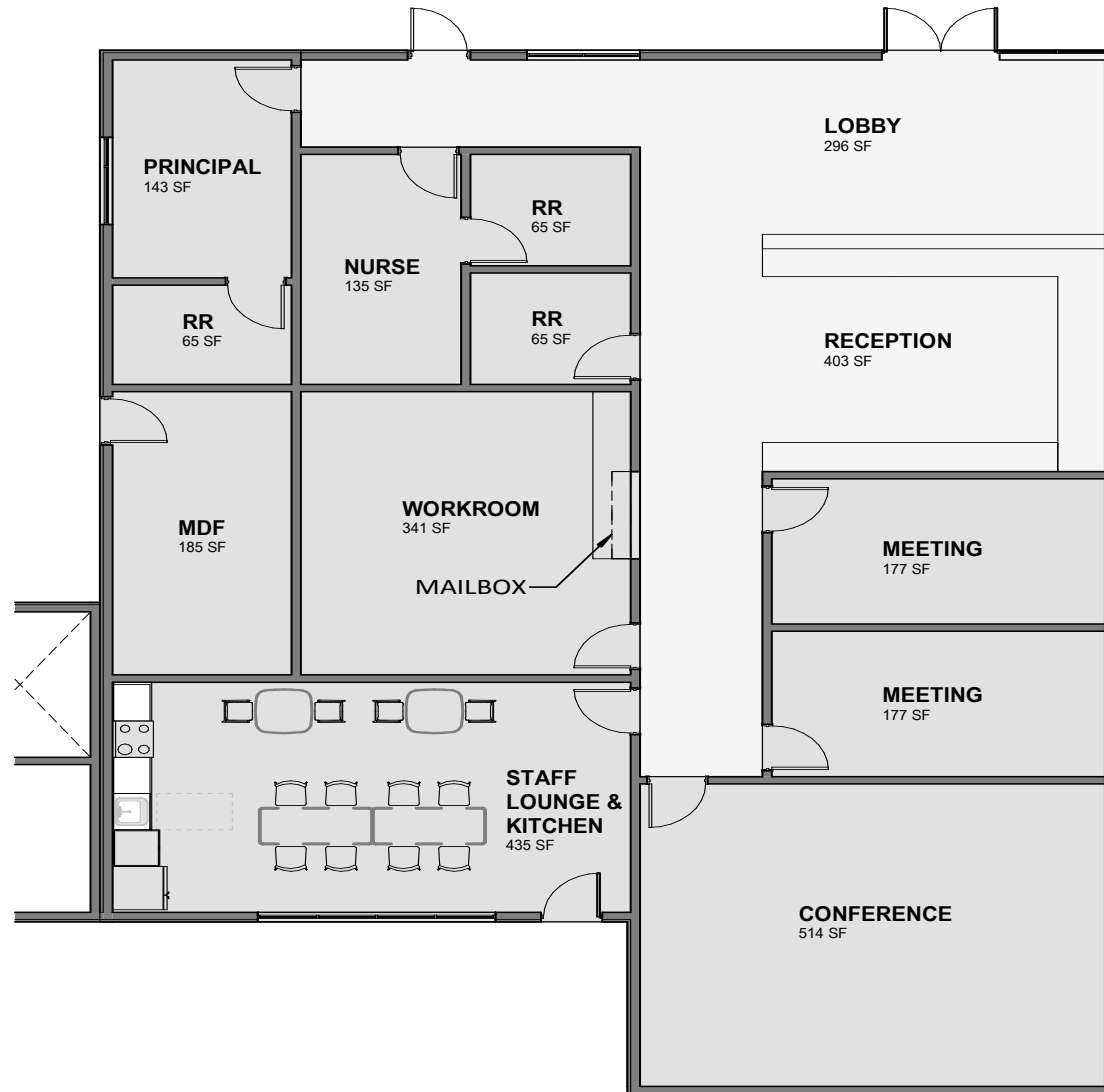
Floor Plan – Multipurpose Room

5 Design Concepts & Proposed Building Systems



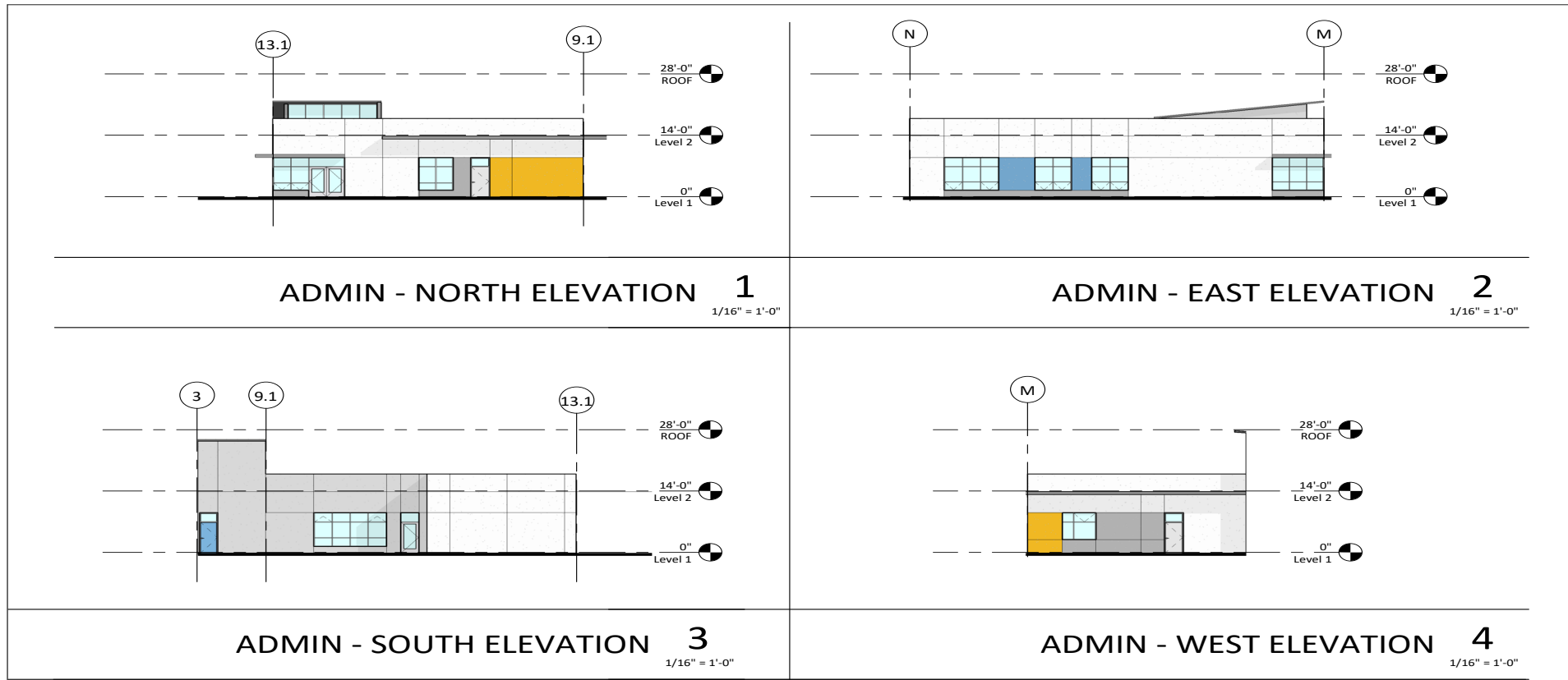
Student Lunch Circulation

5 Design Concepts & Proposed Building Systems



Floor Plan – Administration

5 Design Concepts & Proposed Building Systems



Exterior Elevations – Administration

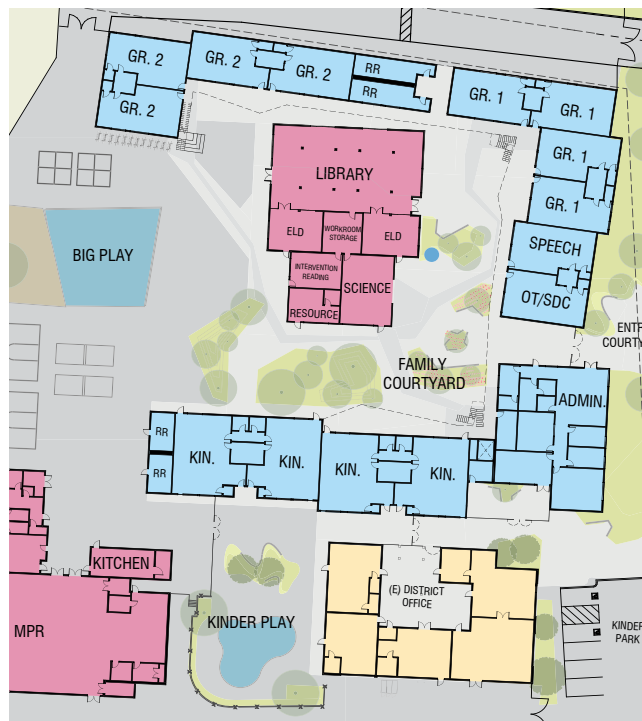
5 Design Concepts & Proposed Building Systems

KINDER AND AFTERCARE PROGRAMS

The Kinder and Aftercare Programs share adjacency with the Multi-Purpose Room on the south side of the site. In the designated Aftercare play area, existing hardscape will receive a colorful paint pattern to add play value and whimsy. Existing trees will remain to continue to provide shade. The parking area for parents to walk their students onto campus is directly adjacent. Their own entry plaza creates a sense of arrival for even the youngest members of this Ocean View community. Our research has shown that young students benefit from seeing adults in working professions, which contributes to their understanding of education benefits and purpose. With the District Office on the same route as the Kinder/ Aftercare zones, the adults and young students will undoubtedly cross paths and benefit from experiencing one another. The Design Team hopes to provide opportunities to the creek for students on the south side of the site.

The Kinder learning environments are designed in pairs with shared restrooms and a shared storage/ workroom between each classroom. The spaces can accommodate multi-modal learning- on the floor, at tables and chairs, at learning walls and focused on directional teaching walls. The Kinder entries are on the south side of south “bar” building; a portion is one story, another portion is two story to accommodate upper grade classrooms. An additional door is provided that opens to the campus Central Courtyard for all school events and access to other resource spaces. Interior colors will have a basic field color with full color accent wall(s). Acoustic treatment of the ceilings will be reviewed with the stakeholders. Storage and casework are provided. Interior materials include gypsum board, tackboard and whiteboard to meet the project requirements.

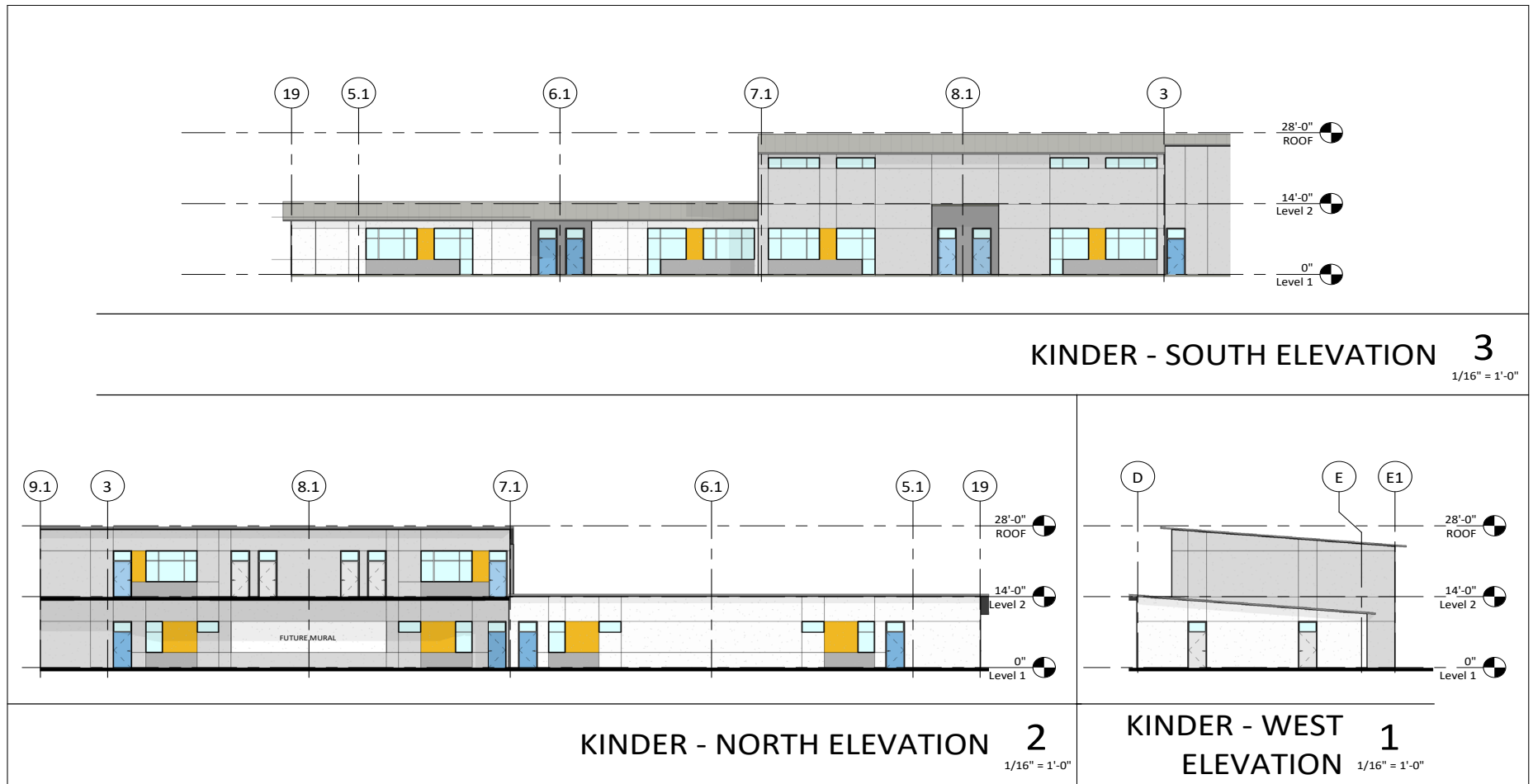
The kinder play area provides a mix of age specific traditional play equipment, hardscape court play, and outdoor learning. Traditional play equipment with colorful safety surfacing will be integrated into the play areas. These elements will be selected for their ability to provide students with a range of play experiences, such as strength building, balance, and group and social play opportunities. A flexible hardscape court play area will allow students to play basketball, tag, or dodge ball. A central outdoor classroom space will provide an opportunity for teachers to easily take their students outside. The classrooms provide visual screening around their perimeter (planting, hedge, low fence, etc.) to help focus the students’ attention. Hearty, low water use, drought tolerant planting will be incorporated throughout the kindergarten play area.



LEARNING ENVIRONMENTS GRADES 1-5

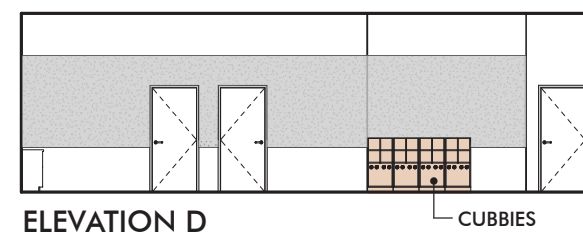
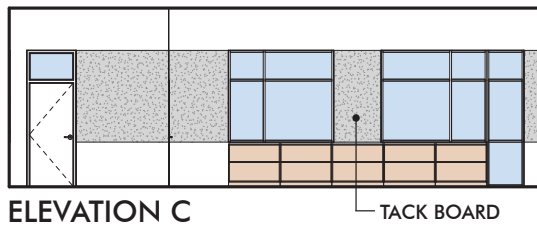
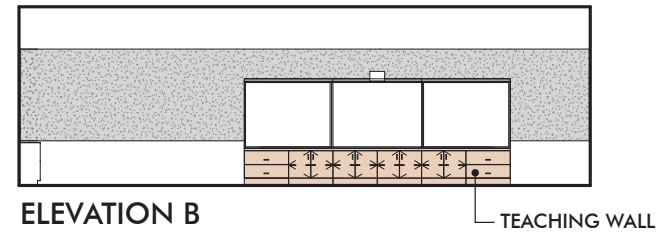
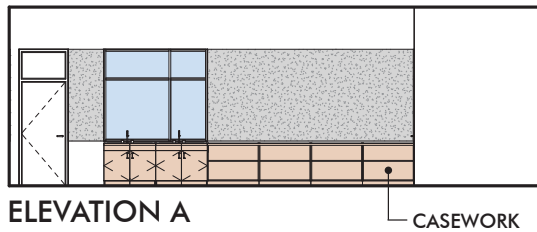
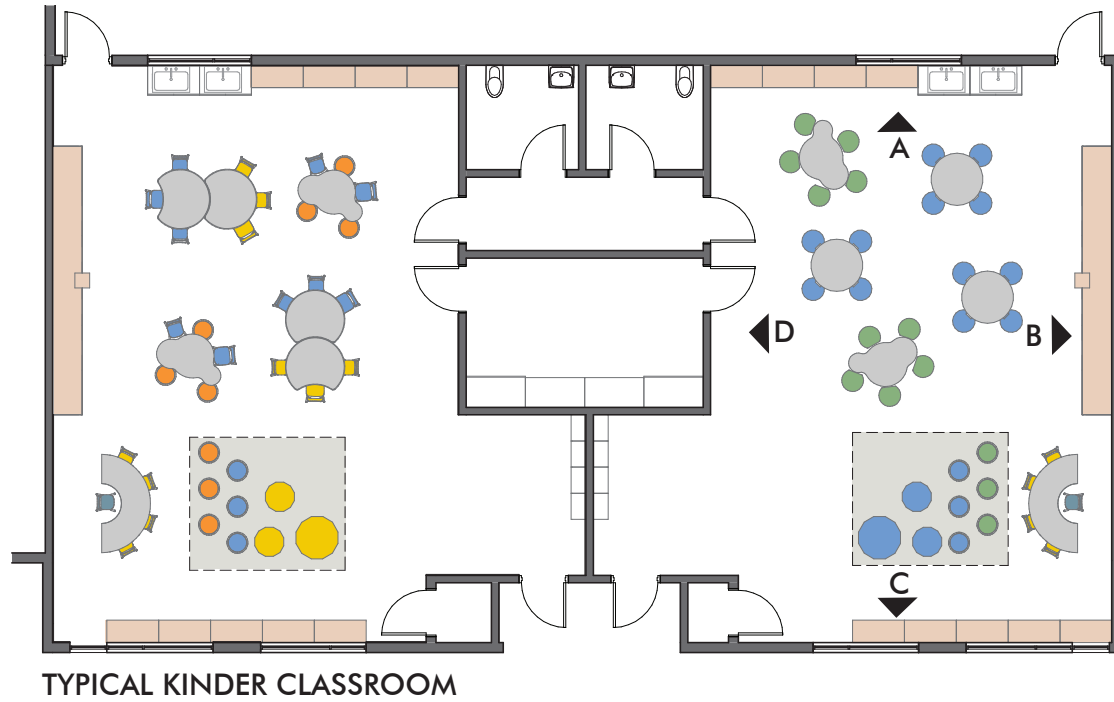
The learning environments for Grades 1-5 are also organized in pairs. Shared breakout space between the classrooms provide much needed quiet or collaboration space for an individual student or a small group. Viewing windows between the classrooms and the breakout space are provided, which also serve to interconnect each pair. The rooms are organized with a large learning/ gathering space, upon which the directional teaching wall is oriented. A smaller zone lends itself to learning in groups on the floor. A variety of furniture may be procured for these learning spaces, providing multi-modal postures for students to self-select. The natural light is often from the north through view windows or higher clerestory lighting. Window sills are adjusted in height to allow for viewing to the outdoor environment. Interior colors will have a basic field color with full color accent wall(s). At 1st story classrooms, a dropped acoustic ceiling tile will be provided to control acoustic separation from the spaces above. Storage and casework are provided. Interior materials include gypsum board, tackboard and whiteboard to meet the project requirement.

5 Design Concepts & Proposed Building Systems



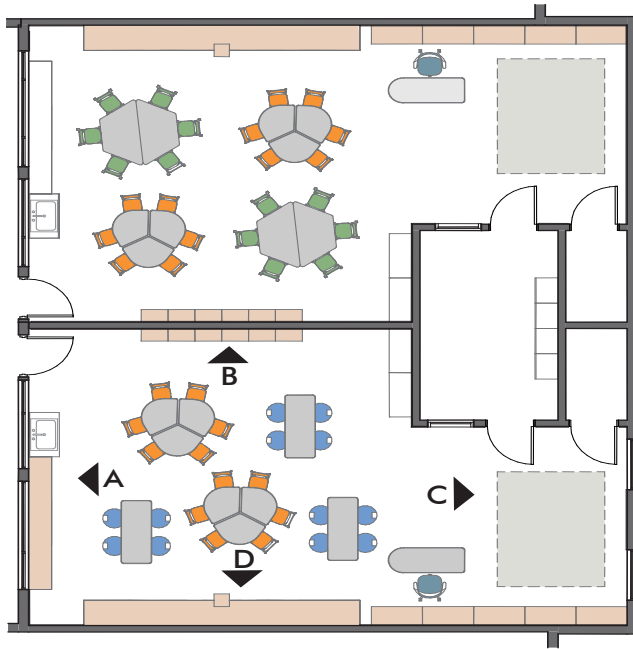
Exterior Elevations – Kinder

5 Design Concepts & Proposed Building Systems

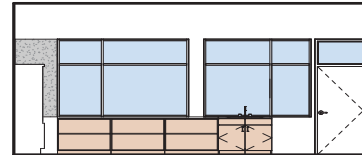


Typical Kinder Classrooms

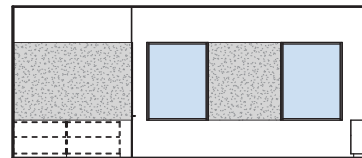
5 Design Concepts & Proposed Building Systems



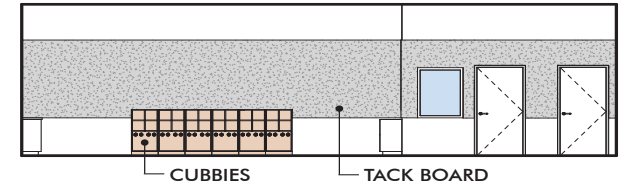
TYPICAL CLASSROOM



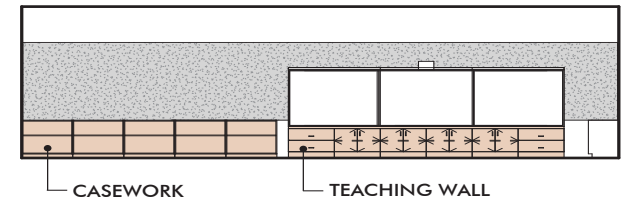
ELEVATION A



ELEVATION C



ELEVATION B



ELEVATION D

Typical Grade Classrooms

6 Exceptions & Qualifications

Excludes fire sprinklers at existing MPR building / classrooms and existing 5th grade / district office building.

Excludes plumbing in MPR. (new fixtures at 2 ea. MPR Classroom restrooms included).

Assumes existing HVAC equipment in Library and MPR building are in working condition and will be reused.

Utilizing MC cable for all branch wiring where applicable.

Excludes any electrical in MPR outside of specified MPR scope list dated Oct. 16, 2018.

Excludes scope in existing 5th grade / district office.

New buildings to be wood framed.

Portables to remain in place and not be relocated.

We have included an allowance of **\$100,000** for play equipment and shade structures.

We have included an allowance of **\$507,938** for the MPR scope list dated Oct. 16, 2018.

Excludes: DSA fees, permit fees, connection fees, utility fees, testing / inspection.

Operable windows and window shades to be manually operated.

The design included in this proposal will not be binding but only a concept to convey aesthetic intent.

Audio Visual equipment is OFCI per the basis of design.

New paving sections included to meet TI 4 recommended by soils report: Onsite play areas 2" AC over 6" AB; Parking lot 3" AC over 6" AB; parking lot driveways 3" AC over 9" AB; roadway paving 3" AC over 12" AB.

Soil analyticals have not yet been provided by the District. Once they are hazmat material handling and regulated soil removal scope can be priced. Included in base bid now is off haul and disposal of soils (our design results in a net export).

For site and building grading we have included rip and re-compact of top 12" of native soil to achieve 95% relative compaction.

New SS & SD underground utilities are included up to depths of up to 8'.

Section 1.4.B.2 of 012100 notwithstanding, any amount of any allowance unused shall be credited to the District against the Contract amount in only the unused amount of the allowance.

Section 013210 1.03E notwithstanding, DBE has the right to recover overhead expenses for lost early completion opportunity due to Owner responsible delays to the project such as unforeseen conditions or requested scope changes.

We have allowed more time for DSA reviews and backchecks than what was required by the RFP, therefore if DSA approval process takes unreasonably long or the DSA imposes unreasonable conditions then DBE is entitled to corresponding costs impacts and time extensions.

We have included a code compliant design, if the DSA imposes project requirements not required by code then the DBE's costs to incorporate those changes will be reimbursed by the District via the Owner allowances for the project.

6 Exceptions & Qualifications

RFP Add Alts.	Alt. Additive	
Electrical	Intrusion alarm / key card access control system	\$ 265,000
HVAC	DDC Controls w/ window sensors	\$ 396,083.75

VE Ideas	Alt. Deducts	
HVAC	Remove ceiling fans per BOD.	\$ (40,000)
HVAC	Remove electric re-heat per BOD.	\$ (30,000)
Roofing	Utilize Comp. shingles in lieu of standing seam metal roofs	\$ (100,000)
total		\$ (170,000)

VE Ideas	Alt. Additive	
HVAC	Replace HVAC diffusers in MPR	\$ 50,252
HVAC	Replace HVAC equipment at MPR	\$ 72,962
HVAC	Replace HVAC equipment at MPR Classrooms	\$ 99,576
HVAC	Replace HVAC equipment at Library (equipment and piping) per BOD	\$ 437,500
HVAC	Replace HVAC equipment at Library (equipment) with roof top packag units	\$ 312,500
HVAC	Replace District Office HVAC units	\$ 119,492
Scope	Relocate portables (Allowance)	\$ 87,500
Fire Sprinklers	Fire sprinklers the MPR building including the 2 existing classrooms	\$ 157,360
Plumbing	Replace 1 ea. water heater, 1 ea. Hand sink, and 1 ea. Drinking fountain. In MPR building.	\$ 51,000

7 References

Overaa Construction

City of Albany
 Mark Hurley, Public Works Director
 510-559-7255
 MHurley@albanyca.org
Project: Design/Build Albany Public Working Building

Brent McClure, Principal and Owner's Rep.
 CAW Architects
 (650) 328-1818
 bmcclure@cawarchitects.com
Project: Scotts Valley Unified School District
 New Middle School Campus + Modernization, Lease/
 Leaseback

John Olson, Senior Director
 Cumming Corporation, Construction Manager
 415-748-3094
 jolsson@ccorpusa.com
Project: Oakland Unified School District
 The Center Central Commissary, Lease/Leaseback

John Baker, Project Executive
 Swinerton Management & Consultants
 (415) 984-1315, direct
 jbaker@swinerton.com
Project: San Francisco Unified School District
 Willie L. Brown Jr., Middle School, Design/Build

Chad Mason, AICP, Senior Planner/Analyst
 Water Emergency Transportation Authority
 (415) 291-3377
 mason@watertransit.org
Project: Ron Cowan Central Bay Maintenance & Operations
 Center, Alameda - Design/Build, Doug Espland managed.

Gould Evans

John Esposito
 Senior Project Manager
 Oakland Unified School District
 john.esposito@ousd.k12.ca.us
Project Reference: Montclair Elementary School Renovation
 and Addition

Allan Garde
 Assistant Superintendent, Business Services

Hayward Unified School District
 510.784.2680
 agarde@husd.k12.ca.us
Project Reference: Albany High School New Classroom
 Building Bridging Documents

Cheryl Jordan, Superintendent
 Milpitas Unified School District
 408.635.2600 x6032; 805.680.4366
 cjordan@musd.org
Project Reference: Milpitas USD Learning Centers at Russell
 Middle School, Rose Elementary School, Burnett Elementary
 School and Randall Elementary School

KPW

Andrea Dawson, Senior Project Manager
 San Francisco Unified School District
 (415) 241-6152 ext: 1558
Projects: Harvey Milk Elementary School, San Francisco
 Unified School District
 AP Giannini Middle School, San Francisco Unified School
 District

Tadashi Nakadegawa, Director of Facilities
 Oakland Unified School District
 Oakland, CA 94601
 (510) 879-2962
 tadashi.nakadegawa@ousd.k12.ca.us
Projects: Calvin Simmons High School Health & BioScience
 Building, Oakland Unified School District
 Fremont High School Master Plan & Net Zero Campus, Oakland
 Unified School District
 Greenleaf Whittier K-8 Expansion, Oakland Unified School
 District

Tim Ryan, Director of Facilities
 Burlingame School District
 1825 Trousdale Drive
 Burlingame, CA
 (650) 259-3913
 tryan@burlingamescholes.org
Projects: Burlingame Intermediate School New Classrooms

Interface

Scott E. Salge, Architect
 Noll & Tam Architects
 scott.salge@nollandtam.com
 510.542.2200

7 References

Pauline Souza, Director of Sustainability
WRNS Studio
psouza@wrnsstudio.com
415.489.2224

Jaleh Behrouze, Architect/Project Manager
jaleh.behrouze@csueastbay.edu
510.885.3756

BKF Engineers

Brian Liles
Jackson Liles Architecture
415-621-1799
brian@jacksonliles.com

Brent McClure, Principal
CAW Architects
650-328-1818
bmclure@kawarchitects.com

Project: Sequoia High School Gym, EPA Academy, James Lick Child Development

Steven Sobel
SOM Architects
415-981-1515
steven.sobel@som.com
Project: Parkmerced Master Plan

BASE Landscape Architects

Mary's Garden Children's Museum of Sonoma County
Colette Michaud, Executive Director
(707) 287-4809
collette@cmosc.org

Sequoia Union High School District
Matthew Zito
Chief Facilities Officer
(650) 369-1411 Ext.22357

McLennan Design

Deborah Janke, Assistant Vice Chancellor of Finance,
Strategic Initiatives for Vanderbilt University Facilities
615-322-7232
Debbie.janke@vanderbilt.edu

Mark Graviett, Director, Facility Manager,
North Kansas City High School
816-321-4702
Mark.graviett@nkcschools.org

Jim Hackney '79 Mar
Senior Director of Development
Yale Divinity School
203-215-2734, cell
james.hackney@yale.edu

8 Proposal Requirement

A. Payment Bond

DOCUMENT 00150**PROPOSAL BOND**

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

KNOWN ALL PERSONS BY THESE PRESENTS

That the undersigned, as C. Overaa & Co. as Principal ("Principal"),

and Travelers Casualty and Surety Company of America as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the State of Connecticut and authorized to do business as a surety in the State of California, are held and firmly bound unto the Albany Unified School District ("District") of Alameda County, State of California as Oblige, in the sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE PROPOSAL of the Principal above named, submitted by said Principal to the District for the work described below, for the payment of which sum in lawful money of the United States of America, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION of this obligation is such that:

WHEREAS, the Principal has submitted the above-mentioned Proposal to the District for certain Design and Construction specifically described in the accompanying Proposal for which Cost Proposals are to be opened at the District's Office at 819 Bancroft Way, Berkeley, CA 94710 on Friday December 21, 2018, before 2:00 PM for the contract titled: Ocean View Elementary School Re-build.

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

ALBANY UNIFIED SCHOOL DISTRICT
OCEAN VIEW ELEMENTARY RE-BUILD

PROPOSAL BOND
DOCUMENT 00150

8 Proposal Requirement

A. Payment Bond

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

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

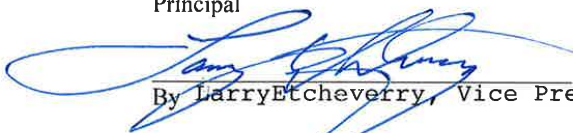
If the District awards the proposal, the security of unsuccessful Respondent(s) shall be returned with sixty (60) days from the time the award is made. Unless otherwise required by law, no Respondent may withdraw its proposal for ninety (90) days after the date of the proposal opening.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 19th day of December, 2018.

(Affix Corporate Seal)

C. Overaa & Co.

Principal


By Larry Etcheverry, Vice President

(Affix Corporate Seal)

Travelers Casualty and Surety Company of America

Surety


By Nerissa S. Bartolome, Attorney-in-Fact

Woodruff-Sawyer & Co.

Name of California Agent of Surety
50 California Street, Floor 12
San Francisco, CA 94111

Address of California Agent of Surety

(415) 391-2141

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

ALBANY UNIFIED SCHOOL DISTRICT
OCEAN VIEW ELEMENTARY RE-BUILD

PROPOSAL BOND
DOCUMENT 00150

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of San Francisco)On 12/19/18 before me, Alicia Dass, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Nerissa S. Bartolome
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: Nerissa S. Bartolome☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

~~Signer's Name: _____~~~~☐ Corporate Officer — Title(s): _____~~~~☐ Partner — ☐ Limited ☐ General~~~~☐ Individual ☐ Attorney in Fact~~~~☐ Trustee ☐ Guardian or Conservator~~~~☐ Other: _____~~~~Signer Is Representing: _____~~

8 Proposal Requirement



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Nerissa S Bartolome** of **San Francisco California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

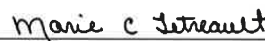
By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19th** day of **December**, 2018




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

8 Proposal Requirement

No. 6516

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
 SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Travelers Casualty and Surety Company of America

of Hartford, Connecticut, organized under the laws of Connecticut, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
 Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler,
 Team and Vehicle, Automobile, Aircraft, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 1st day of July, 1997, I have
 hereunto set my hand and caused my official seal to be affixed this 16th
 day of June, 1997.

Fee 592.00

Chuck Quackenbush
 Insurance Commissioner

Rec. No.

Filed 5/28/97

By

Victoria S. Sidbury
 Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and caused my official seal to be affixed this 31st day of December, 2007.

Steve Poizner
 Insurance Commissioner

By *Pauline D'Andrea*
 Pauline D'Andrea

8 Proposal Requirement

B. DVBE Certification

**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT between Albany Unified School District (the “District”) and C. Overaa & Co. (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program (“Program”) for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises (DVBE) of at least 3 percent, per year, of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, Proposer must submit this document to the District with its Proposal, identifying the steps contractor took to solicit DVBE participation in conjunction with its Proposal.

NOTE: *Architectural, engineering, environmental, land surveying, or construction management firms must indicate their method of compliance by completing this form after selection by the District and before the contract is signed.*

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

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
A. <input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3 percent of this contract	Include a copy of your DVBE letter from Office of Small Business (“OSB”)* and Disabled Veterans Business Enterprise Services	Complete Part 1 of this form and the Certification
B. <input type="checkbox"/> Disabled veteran owned but is unable to perform 3 percent of this contract with your forces	USE DVBE subcontractors / suppliers to bring the contract participation to at least 3 percent	Include a copy of each DVBE’s letter from OSB (including yours, if applicable), and complete Part 1 of this form and the certification
C. <input type="checkbox"/> NOT Disabled Veteran Owned	Use DVBE subcontractors / suppliers for at least 3 percent of this contract	
D. <input type="checkbox"/> Unable to meet the required participation goals	Complete all of this Certification form	

* A DVBE letter from OSB is obtained from the participating DVBE. If the letter is not provided, the bidder may be ineligible for award of the contract.

ALBANY UNIFIED SCHOOL DISTRICT

**DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION
DOCUMENT 00912-1**

8 Proposal Requirement

B. DVBE Certification

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

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

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

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. The District		TBD	*
2. OSB, which publishes a list of DVBE's; Internet Address: Http://www.dgs.ca.gov/osbcr	(916) 323-5478 (916) 322-5060		*
3. DVBE Organization (List)			*

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

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

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	
Advertisements will be placed upon completion of design.			

ALBANY UNIFIED SCHOOL DISTRICT

DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION
DOCUMENT 00912-2

8 Proposal Requirement

B. DVBE Certification

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

IF THE DVBE.....	THEN.....	AND.....		
was selected to participate	Check “yes” in the Selected column, include the applicable dollar amount in Part III of the Form SAB 515PB	include a copy of their DVBE letter from OSB		
was NOT selected to participate	Check “no” in the “SELECTED” column	state why in the “REASON NOT SELECTED” column		
did not respond to your solicitation	Check the “NO RESPONSE” column.			
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		


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

CERTIFICATION

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

Date: December 21, 2018

Proper Name of Contractor: C. Overaa & Co.

Signature: 

Print Name: Carl Overaa

Title: Vice President of Business Services

END OF DOCUMENT

ALBANY UNIFIED SCHOOL DISTRICT

DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION
DOCUMENT 00912-3

8 Proposal Requirement

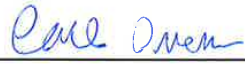
C. Non-Collusion Affidavit

NONCOLLUSION AFFIDAVIT
Public Contracts Code Section 7106

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) ss.
 COUNTY OF Contra Costa)

Carl Overaa being first
 duly sworn deposes and says that he or she is Vice President of Business Development
 of C. Overaa & Co., the Respondent making the foregoing Proposal that the
 Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership,
 company, association, organization, or corporation; that the Proposal is genuine and not
 collusive or sham; that the Respondent has not directly or indirectly induced or solicited any
 other Respondent to put in a false or sham proposal, and has not directly or indirectly colluded,
 conspired, connived, or agreed with any Respondent or anyone else to put in a sham proposal, or
 that anyone shall refrain from submitting a proposal; that the Respondent has not in any manner,
 directly or indirectly, sought by agreement, communication, or conference with anyone to fix the
 Proposal price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost
 element of the Proposal price, or of that of any other Respondent, or to secure any advantage
 against the District of anyone interested in the proposed Contract; that all statements contained
 in the Proposal are true; and, further, that the Respondent has not, directly or indirectly,
 submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or
 divulged information or data relative thereto, or paid, and will not pay, any fee to any
 corporation, partnership, company association, organization, Proposal depository, or to any
 member or agent thereof to effectuate a collusive or sham bid.
 I certify and declare under penalty of perjury under the laws of the State of California that all the
 foregoing information in this Noncollusion Affidavit is true and correct.

Date: December 18, 2018
 Proper Name of Respondent: C. Overaa & Co.
 Signature: 
 Print Name: Carl Overaa
 Title: Vice President of Business Development

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)
END OF DOCUMENT

ALBANY UNIFIED SCHOOL DISTRICT

NONCOLLUSION AFFIDAVIT
 DOCUMENT 00330-1

C. Non-Collusion Affidavit

CIVIL CODE § 1189

State of California)
County of Contra Costa)
On December 18, 2018 before me, Elizabeth Brown, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Carl Overea
Name(s) of Signer(s)
[Signature]

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

 ELIZABETH BROWN
Notary Public - California
Contra Costa County
Commission # 2169555
My Comm. Expires Oct 25, 2020

Signature _____
Signature of Notary Public

OPTIONAL

Description of Attached Document

Title or Type of Document: Non Collusion Affidavit Document Date: 12/18/2018
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing:

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing:

8 Proposal Requirement

D. Skilled Workforce Acknowledgement

**SKILLED AND TRAINED WORKFORCE CERTIFICATION
FOR DESIGN-BUILD ENTITIES**

PROJECT/CONTRACT NO.: Ocean View Elementary School between Albany Unified School ("District") and C. Overaa & Co.
("Design Build Entity") ("Contract" or "Project").

Pursuant to California Education Code section 17250.25, a design-build entity shall not be prequalified or shortlisted unless the entity provides an enforceable commitment to the school district that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades.

"Apprenticeable occupation" means an occupation for which the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations had approved an apprenticeship program pursuant to Section 3075 of the Labor Code before January 1, 2014.

"Chief" means the Chief of the Division of Apprenticeship Standards of the Department of Industrial Relations.

"Skilled and trained workforce" means a workforce that meets all of the following conditions:

- All the workers are either skilled journeypersons or apprentices registered in an apprenticeship program approved by the chief.
- OR**
- As of **July 1, 2016**, at least **20 percent** of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the chief pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.
 - As of **July 1, 2017**, at least **30 percent** of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the chief pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.
 - As of **July 1, 2018**, at least **40 percent** of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the chief pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

8 Proposal Requirement

D. Skilled Workforce Acknowledgement

- As of **January 1, 2019**, at least **50 percent** of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the chief pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.
- As of **January 1, 2020**, at least **60 percent** of the skilled journeypersons employed to perform work on the contract or project by the entity and each of its subcontractors at every tier are graduates of an apprenticeship program for the applicable occupation that was either approved by the chief pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

For an apprenticeable occupation in which no apprenticeship program had been approved by the chief before January 1, 1995, up to one-half of the graduation percentage requirements of subparagraph (B) may be satisfied by skilled journeypersons who commenced working in the apprenticeable occupation before the chief's approval of an apprenticeship program for that occupation in the county in which the project is located.

“Skilled journeyperson” means a worker who either:

- Graduated from an apprenticeship program for the applicable occupation that was approved by the chief or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.
- Has at least as many hours of on-the-job experience in the applicable occupation as would be required to graduate from an apprenticeship program for the applicable occupation that is approved by the chief.

[Continued]

8 Proposal Requirement

D. Skilled Workforce Acknowledgement

The Design Build Entity's commitment that a skilled and trained workforce per Education Code section 17250.25 shall be established by one of the following:

(CHOOSE ONE)

☒ The Design Build Entity will comply with the requirements of this Education Code section 17250.25(c)(2) and will provide the school district with evidence, on a monthly basis while the project or contract is being performed, that the entity and its subcontractors are complying with the requirements of this subdivision.

☐ If the District has entered into a project labor agreement that will bind all contractors and subcontractors performing work on the project or contract and that includes the requirements of this subdivision, the Design Build Entity's agreement that it will become a party to that project labor agreement.

☐ Evidence that the Design Build Entity has entered into a project labor agreement that includes the requirements of this subdivision and that will bind the Design Build Entity and all its subcontractors at every tier performing the project or contract.

I certify that I, as representative of the Design Build Entity, and any and all such subcontractors pursuant to the Agreement, will comply with the requirements of the California Education Code section 17250.5, to ensure a skilled and trained workforce.

Date: December 21, 2018

Proper Name of Design Build Entity: C. Overaa & Co.

Signature: Carl Overaa

Print Name: Carl Overaa

Title: Vice President of Business Development

END OF DOCUMENT

00257-00005/3365748.1

8 Proposal Requirement

E. Conflict of Interest Policy Acknowledgement

**ACKNOWLEDGEMENT OF ORGANIZATIONAL CONFLICT OF INTEREST
POLICY FOR DESIGN-BUILD PROJECTS**

PROJECT/CONTRACT NO.: Ocean View Elementary School between Albany Unified School (“District”) and C. Overaa & Co. (“Design Build Entity”) (“Contract” or “Project”).

In accordance with Education Code § 17250.20 *et seq.*, the purpose of this policy is to clarify the Albany Unified School District’s organizational conflict of interest guidelines applicable to design-build projects procured pursuant to Education Code § 17250.20 *et seq.*

Contractors and consultants participating as proposers on a design-build project or joining a design-build team (“Proposers”) may not have organizational conflicts of interest.

Organizational conflicts of interest are circumstances arising out of a consultant’s or contractor’s existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (e.g. parent entities, subsidiaries, affiliates) that results in (1) impairment or potential impairment of a consultant’s or contractor’s ability to render impartial assistance or advice to the District or of its objectivity in performing work for the District, (2) an unfair competitive advantage for any bidder or proposer with respect to a District procurement; or (3) a perception or appearance of impropriety with respect to any of the District’s procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the District (regardless of whether any such perception is accurate).

If a Proposer determined that a conflict of interest or potential / appearance of a conflict of interest exists, it must disclose the conflict or potential / appearance of conflict of interest to the District. Such disclosure will not necessarily disqualify a Proposer from being awarded a contract. The Proposer shall advise the District of measures to avoid, neutralize, or mitigate all actual / potential conflicts. The District, at its sole discretion, shall determine whether the proposed measures are sufficient to overcome the conflict or potential conflict and whether the Proposer may continue with the procurement process.

The successful Proposer to whom a contract is awarded (“Contractor”) has an ongoing obligation to monitor and disclose its conflicts or appearance/potential conflicts of interest. The District has a right to ongoing enforcement of this Policy. If an organizational conflict of interest is discovered after contract award, the Contractor must make an immediate and full written disclosure to the District that includes a description of the action that the Contractor has taken or proposes to take to avoid or mitigate such conflicts.

If an organizational conflict of interest is determined to exist and the Contractor was aware of an organizational conflict of interest prior to the contract and did not disclose the conflict, the District may terminate the contract. If a new conflict of interest arises after contract award, and Contractor’s proposed measures to avoid or mitigate the conflict are determined by the District to be inadequate to protect the District, the District may terminate the contract. If the contract is terminated, the District assumes no obligations, responsibilities and liabilities to reimburse all or

8 Proposal Requirement

E. Conflict of Interest Policy Acknowledgement

part of the costs incurred or alleged to have been incurred by the Contractor and is entitled to pursue any available legal remedies.

This Policy shall be incorporated by reference into all design-build contracts executed by District.

Proposer hereby acknowledges, by signature of a corporate officer, that no conflicts of interest exist as defined in this document and accepts the continuing obligation to avoid any conflicts of interest for the duration of the Contract.

Date: December 21, 2018

Proper Name of Design Build Entity: C. Overaa & Co.

Signature: 

Print Name: Carl Overaa

Title: Vice President of Business Development

END OF DOCUMENT

8 Proposal Requirement

F. Surety Letter



100 California Street, Suite 300
San Francisco, CA 94111

December 19, 2018

Albany Unified School District
819 Bancroft Way
Berkeley, CA 94170
Att: Ms. Jackie Kim, Chief Business Official

Re: C. Overaa & Co.
Request for Proposal for Design-Build Services
Ocean View Elementary School Re-build
Design/Build Construction Budget: \$28 million

Dear Ms. Kim:

We are pleased to represent C. Overaa & Co. as their surety bonding company.

Travelers Casualty and Surety Company of America, a member of the Travelers group of insurance companies, is U.S. Treasury listed, a California admitted surety with an A.M. Best Company rating of A++ XV and a Standard & Poor's rating of AA. Travelers Casualty and Surety Company of America complies with the provisions of the Code of Civil Procedure, Section 995.660.

C. Overaa & Co. is a highly regarded and valued client of Travelers Casualty and Surety Company of America for over twenty-five (25) years. In that time, Travelers Casualty and Surety Company of America has never had to complete work for C. Overaa & Co. Travelers Casualty and Surety Company of America is the largest provider of Surety Bonds in the United States and handles Surety for over 4,000 Construction Clients. C. Overaa has earned a credit rating of AAA (Excellent) by Travelers. Less than 10% of our clients have obtained that rating.

C. Overaa & Co. is qualified for bonding of individual projects in excess of \$150 million. They have the capacity, management, experience and expertise to support a work program in excess of \$600 million. Their current available bonding capacity is well in excess of the design/build construction budget of the referenced project.

If we are requested to furnish bonds for C. Overaa & Co., we can provide the necessary bid bond and performance & payment bonds as required. Issuance of the bonds would be subject to the surety's normal underwriting process, a review of the contract terms and conditions, bond forms and confirmation of financing satisfactory to C. Overaa & Co.

Please contact Scott Barshop at (415) 732-1490 if you have any questions regarding C. Overaa & Co.'s surety bond program.

Sincerely,

Travelers Casualty and Surety Company of America

By: 
Nerissa S. Bartolome, Attorney-in-Fact

F. Surety Letter

CIVIL CODE § 1189

OPTIONAL

Albany Unified School District | 114

F. Surety Letter

	Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company
---	--

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Nerissa S Bartolome** of **San Francisco California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

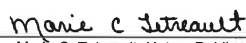
By: 
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **19th** day of **December**, 2018




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

8 Proposal Requirement

G. Officers

Corporate Officers:

NAME	POSITION	YEARS	OWNERSHIP
Christopher R. Manning	President	32 Years	0
Larry Etchevery	Vice President	36 Years	0
Erin Overaa Dissman	Secretary	20 Years	0
Ellen Hoffman	Treasurer/CFO	12 Years	0
G. D. Overaa	CEO	52 Years	100%**
Carl D. Overaa Construction	Vice President	26 years	0
Kara Overaa Gragg	Vice President	24 Years	0

*Social Security Numbers Not Available; Federal ID No. 94-1127348

** Owned by Overaa Family Trust

CA Corporation #C0231213, Established 10/7/1948

H. Articles of Incorporation are followed.

FILED

In the office of the Secretary of State
of the State of California

OCT 7 - 1948

ARTICLES OF INCORPORATION

FRANK M. JORDAN, Secretary of State

of

By

Assistant Secretary of State

C. OVERAA & CO.

231213

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, have this day voluntarily associated ourselves together for the purpose of forming a corporation under the laws of the State of California; and we do hereby certify:

FIRST: That the name of said corporation is and shall be

"C. OVERAA & CO."

SECOND: That the purposes for which said corporation is formed are as follows:

a) To engage in the conducting and operation of a general contracting business and for the sale, purchase, renting, leasing, managing, manufacturing, repairing, servicing, and operation of all and every kind of machine and/or equipment used for the purpose of building, excavating, landscaping, or any other type of operation necessary for general contracting and for the developing, manufacturing, producing, sale, purchase, renting, leasing, managing, manufacturing, repairing, and servicing of every type and kind of material used in the building trades and for the planning and developing and using and engaging in all of the phases of drafting. The intentment of this paragraph is to enable the corporation to conduct the business of a general contractor as a end and/or as a means in any manner conceivable and is not deemed to be limiting in any sense whatsoever.

b) To be or become a general partner or limited partner in one or more general or limited partnerships in the exercise of any of its powers or functions enumerated in this article second.

c) To lend money and take security therefor by way of mortgages on real or personal property, deeds of trust, or other hypothecation of real or personal property, or pledges of personal property, and to lend money without security.

d) To discount notes, evidences of indebtedness, contracts, and conditional sale contracts for sale of personal property, and to buy, purchase, or

Registration of right
to amend articles

Yes No

otherwise acquire, and to hold, sell, and convey notes, negotiable instruments, leases, conditional contracts for the purchase of personal property, and evidence of indebtedness or contracts of every character.

e) To borrow money and to secure the same by deed of trust or mortgage, pledge, or other lien or hypothecation on all or any of the real or personal property of the corporation.

f) To issue and execute bonds, promissory notes, bills of exchange, debentures and other obligations and evidences of indebtedness of all kinds to the fullest extent authorized by law whether secured or unsecured, and/or to secure the same by mortgage, deed of trust, lien, pledge, hypothecation, and in any other manner permitted by law of all property of any kind of this corporation.

g) To mortgage, pledge, or otherwise encumber or hypothecate any and all properties, real or personal, rights, interests, franchises, and securities of any kind at any time owned by the corporation.

h) To conduct, operate, and carry on a commission and brokerage and/or general business, and in conducting, operating, and carrying on such commission and brokerage and/or general agency business to act as agent, factor, or employee of any person, firm, association, or corporation in any business, trade, undertaking, or occupation.

i) To sell, exchange, hypothecate, or otherwise dispose of all or any part of the capital stock of this corporation and all or any part of the property, rights, or interests thereof, for shares of stock in any other corporation, joint stock company, or association, foreign or domestic, or in payment for property purchased or acquired, or for money paid or services rendered, or for any other lawful object in and about its business.

j) To make, enter into, and perform contracts and agreements of every description in the business of organizing, financing, or consolidating realty syndicates and mining companies or syndicates, or other forms of business in the United States and its possessions, and in foreign countries, and to accept in compensation for service therefor, moneys, stocks, or bonds, or other securities.

k) To found, organize, promote, consolidate, and conduct firms, associations or corporations (including subsidiary corporations) foreign or domestic, of any kind or nature whatsoever, and conduct and carry on the business of such firms, associations, or corporations after it is organized or consolidated, or to sell or otherwise handle the same.

l) To aid any other corporation or association by loan or gift or by guaranty or any or all of its obligations or otherwise and to guarantee the payment of dividends or interest on any shares of stock, bonds, debentures, or other securities issued by any such other corporation.

m) To remunerate by money or stock or securities any person, firm, or corporation, or association, for services rendered, or to be rendered, in securing or acquiring any rights, property or privileges, or in selling, pledging or guaranteeing the disposal of the capital stock, bonds, or other securities of this corporation or its subsidiaries.

n) To engage in, carry on, conduct, manage, and transact any and every kind of realty business or enterprise.

o) To take, hold, manage, lease, hire, mortgage, trade and deal in, own, buy, purchase, or acquire by operation of law, or otherwise, real and personal property, or any interest therein or appurtenance thereto, or to sell, lease, let or exchange, mortgage, or hypothecate real estate and personal property or any interest therein, and to engage in any and all undertakings or business necessary and proper to the improvement and betterment of any lands owned, or to be acquired by said corporation, or any other lands which said corporation may have an interest in, and to handle in any manner lands of said corporation.

p) To hold, own, lease, sub-let or conduct on its own account, or for any person, firm, company, association or corporation all and every kind of business or pursuit necessary or proper to carry on or conduct the business of said corporation.

q) To subscribe for, purchase, invest in, hold, own, assign, pledge, and otherwise dispose of shares of capital stock, mortgages, and trust deeds, bonds, debentures, notes, and other securities, obligations, contracts, and

evidences of indebtedness of corporations in the State of California, or any other State; also of municipal corporations, such as City, County, and State bonds or obligations, or other evidences of indebtedness of drainage, school district, and all forms of assessments, district bonds and securities and to issue, acquire, own, hold, sell, exchange, and dispose of shares, stocks, and trust deeds, debentures, bonds, obligations, and securities issued or granted by any company constituted or carrying on business in the United States or in any colony, dependancy, or possession thereof, or of any foreign country; and debentures, debenture stock, bonds, obligations, and securities issued or granted by the United States Government or any Government, sovereign ruler, commissioner, public body or authority, supreme, municipal, local or otherwise, whether at home or abroad, and to make a business thereof, to exercise in respect of any such shares of stock, bonds, and other obligations and securities of corporations, governments, powers, whether public or private, any and all rights, powers, and privileges of individual ownership, to subscribe for, purchase, invest in, hold, own, assign, pledge, and otherwise dispose of notes, contracts, accounts receivable of any and all kinds and character or other evidences of indebtedness of individuals, corporations, partnerships; to advance and lend money and assets of all kinds upon such terms as may be arranged to facilitate and encourage the creation, issue or conversion of mortgages and trust deeds of all kinds and character; to take contracts for the building and erection of buildings.

r) To issue bonds and other obligations of this company from time to time for any of the objects or purposes of this corporation, and to secure the same by pledge or mortgaging the whole or any part of the property of the company; and to call or pledge such bonds and other obligations for proper corporate purposes; and to do any and all acts and things proper or tending to increase the value of the property at any time held by this company.

s) To advance and lend money and assets of all kinds upon such terms as may be arranged, to facilitate and encourage the creation, issue, or conversion of debentures, debenture stock, bonds, obligations, trust deeds, shares, stock and securities, and to act as trustee under deeds of trust given solely to

secure obligations for payment of money other than corporation bonds, to convert business and undertaking into companies, to take part in the management, supervision, or control of the business or operation of any company or undertaking and for that purpose to appoint and remunerate any directors, accountants, or other experts or agents; to employ experts to investigate and examine the condition, prospects, value, character, and circumstances of any business concern or undertakings, and generally of any assets, property, or rights, to give any lawful guaranty in relation to the payment of any debentures, debenture stocks, bonds, obligations, or securities; generally to carry on business as financiers, and to undertake and carry out all such operations and transactions as permitted under the general corporation laws of the State of California as an individual may lawfully undertake and carry out.

t) To engage in the business of purchasing, subdividing, improving, developing, holding, and enjoying real estate in fee simple or upon ground rent or lease; and to lease, mortgage, and sell the same in such parts or parcels, improved or unimproved, on such terms as to time and manner of payment as may be agreed upon. This real estate provision is in addition to owning and holding of real estate necessary in carrying on the business of this corporation; to engage in the business of real estate as broker, to act as agents for others, to obtain options on property, to lease or sell for third party real estate and personal property; to conduct real estate brokerage, etc.

u) Generally to engage in the business of taking care of, managing and holding real properties for third persons, whether improved or unimproved, and to collect rents, and all income therefrom, pay all necessary bills and expenses in connection with the management of such properties, and to account thereon to the owners thereof.

v) To apply for, obtain, register, purchase, lease, or otherwise acquire and hold, use, own, operate and introduce, to sell or assign, or otherwise dispose of any trade-mark, patents, copyrights, inventions, improvements and processes and any interest therein or rights to manufacture thereunder, use in connection with, or secured under Letters Patent of the United States or elsewhere, or otherwise; and to use, exercise, develop, and grant licenses for

royalty or otherwise; to turn to account any such trade-marks, trade names, copyrights, patents, licenses, processes, and the like, or any such property rights.

w) To engage in general building and construction of buildings for third parties, or to build, improve property owned by the corporation; to take contracts for the building for the third parties of all kinds and character; to accept either cash or evidence of indebtedness upon said property and upon said contract; to accept contracts for the erection of buildings or to sublet contracts; generally to engage in contracting for construction of buildings of all kinds and character.

x) To buy, purchase, receive, locate, lease, exchange, and otherwise acquire and possess real and personal property, assets and good-will of every kind and description in the State of California as well as elsewhere; to own, hold, operate, manage, and otherwise handle and control the same, and to sell, convey, transfer, lease, exchange, mortgage, encumber and otherwise handle or dispose of such property and each and every part thereof.

y) To do and perform every act and thing necessary to carry out the above enumerated purposes in other States and jurisdictions which like corporations organized under the laws of such States and jurisdictions may lawfully do or cause to be done therein.

z) In general, to engage in, undertake, transact, and to do all and singular the things which natural persons may lawfully engage in, undertake, transact and do, other than those which a corporation organized under the laws of the State of California cannot lawfully do without complying with the special provisions contained in Titles II to XII, both numbers inclusive, or Part IV of Division I of the Civil Code of the State of California; Section 24, Act 3775, Statutes of 1935, at Page 625, or its amendments and/or modifications, and the Banking Act of the State of California.

z-1) To do and perform every and all matters, things, business or undertaking necessary, proper, convenient, or lawful to carry into effect any of the provisions of any one or all of the foregoing powers, directly or indirectly calculated to effectuate any one or all of the above objects, or which shall at

any time appear conducive or expedient for the protection and the benefit of the corporation.

z-2) The foregoing clauses shall be construed both as to objects and to powers and the foregoing enumeration of specific powers shall not be held to limit or restrict in any way the powers of this corporation.

THIRD: That the principal office for the transaction of business of said corporation is to be located at 526 16th Street, Richmond, Contra Costa County, California.

The corporation may have such other offices in the State of California, or elsewhere in the United States, or in its territories or colonies, or in foreign countries or colonies as may be established by the Board of Directors and all corporate business of every kind and character may be conducted outside the State of California.

FOURTH: That this corporation is to have perpetual existence.

FIFTH: That the number of directors of said corporation is but three (3), provided, however, that the number of directors may be increased to not more than five (5) by a by-law adopted by a vote of shareholders holding a majority of the voting power of the corporation. The names and post office addresses of the members of the first Board of Directors are:

Conrad T. Hubner, 700 Mills Building, San Francisco, California;
Felix Lauricella, 700 Mills Building, San Francisco, California;
Ralph A. Taylor, 700 Mills Building, San Francisco, California.

SIXTH: That the actual stock of said corporation shall consist of ten thousand (10,000) shares of the par value of Twenty-five Dollars (\$25.00) each without preference and of the aggregate par value of Two Hundred Fifty Thousand Dollars (\$250,000.00).

SEVENTH: The private property of the stockholders shall not be subject to the payment of any corporate debts whatever.

EIGHTH: In furtherance, and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

To make and alter the by-laws of the corporation when authorized by the shareholders, except they cannot change the number of directors.

To authorize and cause to be executed mortgages and liens upon the real and personal property of the corporation.

To set apart out of any of the funds of the corporation available for

dividends a reserve or reserves for any proper purpose or to abolish any such reserve in the manner in which it was created.

By resolution or resolutions, as authorized by the by-laws to designate an executive committee, such committee to consist of one or more of the directors of the corporation, which to the extent provided in said resolution or resolutions or in the by-laws of the corporation shall have and may exercise the powers of the Board of Directors in the management of the business and affairs of the corporation. No such committee shall have power to declare dividends or to adopt, amend, or repeal any by-laws. Other committees shall have such name, or names, as may be stated in the by-laws of the corporation or as may be determined from time to time by resolution adopted by the Board of Directors.

When, and as authorized by affirmative vote of the holders of a majority of the stock issued and outstanding having voting powers given at a stockholders' meeting duly called for that purpose or when authorized by the written consent of the holders of a majority of the voting stock issued and outstanding, the Board of Directors shall have the power and authority to sell, lease, or exchange all of the property and assets of the corporation, including its good-will and its corporate franchises, upon such terms and conditions and for such consideration which may be in whole, or in part, shares of stock in and/or other securities of any other corporation, or corporations, as its Board of Directors shall deem expedient and for the best interests of the corporation.

The corporation may in its by-laws confer powers upon its Board of Directors in addition to the foregoing and in addition to the powers and authorities expressly conferred upon it by statute.

NINTH: Both stockholders and directors shall have power, if the by-laws so provide, to hold their meetings and to have one or more offices within, or without, the State of California, and to keep the books of this corporation (subject to the provisions of the statutes) outside of the State of California at such places as may be, from time to time, designated by the Board of Directors.

TENTH: The corporation reserves the right to amend, alter, change,

or repeal any provision contained in this certificate or incorporation in the manner now or hereafter prescribed by statute, and all rights conferred upon stockholders herein are granted subject to this reservation.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 6th day of Oct, 1948.

Paul J. Hubner

Les Lawrence

Ralph A. Taylor

STATE OF CALIFORNIA,)
) ss.
City and County of San Francisco.)

On this 6th day of October, 1948, before me, the undersigned, Court Commissioner in and for the City and County of San Francisco, State of California, personally appeared CONRAD T. HUBNER, FELIX LAURICELLA, and RALPH A. TAYLOR, known to me to be the persons whose names are subscribed to and who executed the within and foregoing instrument and who acknowledged to me that they executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the said City and County of San Francisco, the day and year in this certificate first above written.

In and for the City and County of
San Francisco, State of California
By Commission Expires Sept. 24, 1949

231213

A125417

FILEDIn the office of the Secretary of State
of the State of California

AUG 31 1972

CERTIFICATE OF OFFICERS

OF

C. OVERAA & CO.AS TO MERGER PROCEEDINGSEDMUND G. BROWN Jr., Secretary of State
By [Signature] Deputy

The undersigned, CLARENCE P. OVERAA and VIRGINIA K. OVERAA, do hereby certify that they are and have been at all times hereinafter mentioned the duly elected and acting president and secretary, respectively, of C. OVERAA & CO., a California corporation, and do further hereby certify:

(1) That a meeting of the Board of Directors of said corporation was duly held at 10:00 am, on August 22, 1972, at 200 Parr Blvd, Richmond, California, at which meeting there was at all times present and acting a quorum of said Board of Directors.

(2) That at said meeting the following resolutions were duly adopted:

WHEREAS, there has been submitted to and discussed at this meeting an Amended Agreement of Merger providing for the statutory merger of this corporation with the following corporation: OVERAA CONSTRUCTION, INC., (hereinafter referred to as DISAPPEARING), said corporation to merge into this corporation and this corporation to survive such merger; and

WHEREAS, this Board of Directors deems it to be to the best interests of this corporation and its shareholders that this corporation enter into said merger with said DISAPPEARING corporation;

NOW THEREFORE, BE IT RESOLVED, that the merger of this corporation with said DISAPPEARING corporation and the terms and conditions thereof as set forth in said Amended Agreement of Merger be and they hereby are approved; and

RESOLVED FURTHER, that the President or any Vice-President and the Secretary, or any Assistant Secretary of this corporation be and they are hereby authorized and directed by and on behalf of this corporation and in its name to execute and deliver to DISAPPEARING corporation the Amended Agreement of Merger of C. OVERAA & CO. and said DISAPPEARING

corporation in the form in which said Amended Agreement of Merger was presented to and discussed at this meeting, but with such changes therein as the officers executing the same shall deem appropriate, as conclusively evidenced by their execution thereof; and

RESOLVED FURTHER, that a special meeting of the stockholders of C. OVERAA & CO. be and the same is hereby called for and will be held on or before August 31, 1972 and at the same meeting place for the purpose of approving the terms and conditions of said merger and the Secretary is hereby directed and requested to obtain from all the shareholders of this corporation, a waiver of notice of time and place of said stockholder's meeting and consent to the transactions of all business to be conducted at such meeting; and

RESOLVED FURTHER, that the date hereof is hereby fixed as the record date for voting at the said shareholder's meeting;

(3) That the vote in favor of said resolutions was unanimous;

(4) That a special meeting of the shareholders of said corporation was duly held at 10:00 am on August 22, 1972 at 200 Parr Blvd., Richmond, California, and that at said meeting the Amended Agreement of Merger referred to in said resolutions of the Board of Directors and the terms and conditions thereof were approved by votes of 400 shares of stock, constituting the vote of the holders of all the issued and outstanding shares of said corporation regardless of limitations or restrictions on the voting power thereof;

(5) That the total number of outstanding shares of stock of said corporation is 400, and that said corporation has no other class of shares outstanding;

(6) That notice of the time, place, and purpose of said special meeting of shareholders was waived pursuant to Section 2209 Corporations Code, by all the shareholders who consented to the holding of said meeting and approved in writing all business transacted thereat.


(7) That the name of the surviving corporation is: C. OVERAA & CO.; That the name of the DISAPPEARING corporation is: OVERAA CONSTRUCTION, INC., and

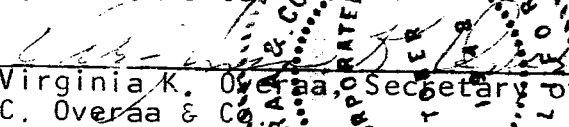
(8) That the Amended Agreement of Merger of this corporation with said DISAPPEARING corporation filed with the Secretary of State concurrently with this certificate, pursuant to Section 4113 of the Corporations Code of the State of California, is the Amended Agreement of Merger hereinabove referred to and sets forth the terms and conditions approved by said resolutions of directors and vote of shareholders.

(9) All conditions precedent as called for in Article VII of said Amended Agreement of Merger have been satisfied.

IN WITNESS WHEREOF, the undersigned have executed this certificate on August 22, 1972.

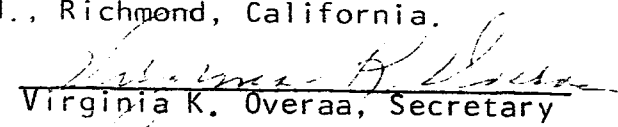
(corporate seal)


Clarence P. Overaa, President of
C. Overaa & Co.


Virginia K. Overaa, Secretary of
C. Overaa & Co.

CLARENCE P. OVERAA and VIRGINIA K. OVERAA, the President and Secretary, respectively, of C. OVERAA & CO., a California corporation, each says: I declare under penalty of perjury that the foregoing is true and correct of my own knowledge. Executed on August 22, 1972 at 200 Parr Blvd., Richmond, California.


Clarence P. Overaa, President


Virginia K. Overaa, Secretary

CAP STR. CHG FRM: \$250,000 TO 10,000 NPV

A125418

231213

FILED
In the office of the Secretary of State
of the State of California

AUG 31 1972

EDMUND G. BROWN Jr. Secretary of State
By Ralph B. Martin
Deputy

AMENDED AGREEMENT OF MERGER

AMENDED AGREEMENT OF MERGER dated as of August 22, 1972, between C. OVERAA & CO., a corporation, (hereinafter referred to as COCO) and OVERAA CONSTRUCTION, INC., a corporation (hereinafter referred to as DISAPPEARING).

WHEREAS, COCO is a California corporation incorporated on October 7, 1948 with an authorized capitalization of 10,000 shares of stock of a par value of \$25.00 per share, all of one class of which Four Hundred (400) shares are issued and outstanding as of the date hereof; and

WHEREAS, OVERAA CONSTRUCTION, INC., is a California corporation incorporated on November 16, 1964 with an authorized capitalization of One Thousand (1,000) shares of stock, no par value, all of one class, of which Five Hundred (500) shares are issued and outstanding as of the date hereof; and

WHEREAS, original Agreement of Merger dated as of June 15, 1972 was heretofore entered into between the parties hereto, and

WHEREAS, said parties desire that said original Agreement of Merger be amended and same is hereby amended to read in its entirety as set forth herein,

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, it is hereby agreed between the parties hereto, subject to the approval of this Amended Agreement of Merger by the stockholders of COCO and DISAPPEARING, respectively, and subject to the conditions hereinafter set forth, that DISAPPEARING be merged into and with COCO, the corporate

existence of which shall be continued under the name of COCO, and thereafter the separate corporate existence of DISAPPEARING shall cease; that the terms and conditions of the merger hereby agreed upon and the mode of carrying the same into effect and the manner of converting the shares of DISAPPEARING into shares of COCO are and shall be as hereinafter set forth.

ARTICLE I

Except as hereinafter otherwise specifically set forth, the identity, existence, purposes, franchises, powers, rights, and immunities of DISAPPEARING shall be merged into COCO and COCO shall be fully vested therewith.

ARTICLE II

The By-Laws of COCO, as in effect on the effective date, shall be the By-Laws of COCO upon consummation of the merger.

ARTICLE III

There shall be no change in the Board of Directors of COCO as a result of the merger.

ARTICLE IV

COCO has, in connection herewith, entered into Option Agreement to Purchase Stock with its shareholders.

ARTICLE V

The mode of carrying into effect the merger provided for hereby and the manner and basis of converting the shares of DISAPPEARING into shares of COCO shall be as follows, giving full effect to Amendment of Articles of Incorporation of COCO as provided herein:

Each share of no par common stock of DISAPPEARING outstanding on the effective date and all rights in respect thereof, shall by virtue of the merger herein provided for, and without

any action on the part of the holder thereof, be converted forthwith into .3 fully paid and nonassessable shares of no par common stock of COCO. Each share of no par common stock of COCO outstanding on the effective date shall continue to be one share of no par common stock of COCO. All shares of no par common stock of COCO issued to holders of shares of no par common stock of DISAPPEARING shall be issued in full satisfaction of all rights pertaining to such shares of no par value common stock of DISAPPEARING.

After the effective date each holder of an outstanding certificate for no par common stock shares of DISAPPEARING shall surrender the same, duly endorsed as COCO may require, to COCO, or its agent for cancellation. Thereupon, such holder shall receive in exchange therefor a certificate or certificates representing the number of full shares of no par common stock of COCO to which such holder shall be entitled as aforesaid and shall also be entitled to receive dividends on each such share of no par common stock of COCO in an amount equivalent to the amount of dividends declared and paid per share on the outstanding no par common stock of COCO between the effective date and the date of the issuance to such holder of the certificate for such no par common stock. The holders of the certificates of the no par common stock of DISAPPEARING, as such, shall not be entitled to receive any dividends unless and until, and only to the extent that, said holders of such certificates shall have actually been issued certificates for no par common stock of COCO as hereinabove provided.

ARTICLE VI

Upon the merger becoming effective, the separate corporate existence of DISAPPEARING (except insofar as it may be continued by statute) shall cease and, in accordance with this Amended Agreement of Merger, COCO shall without other transfer succeed to, and possess all the rights, privileges, powers, and franchises as well of a public as of a private nature, and be subject to all the restrictions, disabilities, and duties of all of said corporations. All and singular, the rights, privileges, powers and franchises of all of said corporations, and all property, real, personal and mixed, and all debts due to any of said corporations on whatever account, as well for stock subscriptions, if any, as all other things in action, or belonging to any of said corporations shall be vested in COCO; and all property, rights, privileges, powers and franchises, and all and every other interest shall be thereafter as effectually the property of COCO as they were of DISAPPEARING and COCO; provided, that all rights of creditors and all liens upon the property of DISAPPEARING and COCO shall be preserved unimpaired, limited in lien to the property affected by such liens at the time when this Amended Agreement of Merger shall become effective and all debts, liabilities, and duties of DISAPPEARING and COCO shall thenceforth attach to COCO, and may be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by COCO. If at any time COCO shall deem or be advised that any further assignments, assurances in law, or other acts or instruments are

necessary or desirable to vest or confirm in COCO the title to any property of any of the aforesaid corporations, said corporations and their proper officers and directors shall and will do all such acts and things as may be necessary or proper to vest or confirm title to such property in COCO and otherwise to carry out the purposes of this Amended Agreement of Merger.

COCO shall, if the merger provided for herein is consummated, pay all expenses of the merger and if such merger shall not be consummated, DISAPPEARING and COCO shall each pay its own expenses.

ARTICLE VII

This Amended Agreement of Merger shall be submitted to the stockholders of DISAPPEARING and COCO as provided by the applicable laws of the State of California, at meetings which shall be held on or before August 31, 1972, or on such later date as the Boards of Directors of DISAPPEARING and COCO shall mutually approve. After the approval thereof by the holders of not less than two-thirds (2/3rds) of the outstanding shares of stock of COCO and by the holders of not less than two-thirds (2/3rds) of the outstanding shares of stock of DISAPPEARING (except as otherwise provided below), this Amended Agreement of Merger shall be filed in accordance with the laws of California. The merger shall become effective upon the filing with the Secretary of State of the State of California of the executed Amended Agreement of Merger, or an executed counter-part thereof, and of Certificates as to merger executed by officers of COCO and DISAPPEARING.

The date on which the merger of DISAPPEARING into COCO becomes effective is in this Amended Agreement of Merger sometimes referred to as the "effective date".

Notwithstanding the foregoing, if either DISAPPEARING or COCO shall (a) fail to hold, or be enjoined by a court from holding a meeting of its stockholders to consider and vote upon this Amended Agreement of Merger, (b) fail to obtain, at a meeting of its stockholders held for such purpose, the approval and adoption of this Amended Agreement of Merger by the vote of the required percentage of its outstanding stock of each class, (c) fail to obtain any and all authorizations and approvals necessary on its part to be obtained from any governmental agency or agencies in order to consummate the merger, or (d) fail to take, for any reason not within its control, or be enjoined by a court from taking, any step necessary to carry out and consummate this merger, then, in any such event, but not prior to August 31, 1972, the other corporation may elect to terminate this Amended Agreement of Merger, and, upon notice of such election, this Amended Agreement of Merger shall be terminated and the merger hereby provided for abandoned.

This Amended Agreement of Merger may be terminated and the merger hereby provided for abandoned at any time prior to the effective date by the mutual consent of the respective Boards of Directors of DISAPPEARING and COCO.

This Amended Agreement of Merger may also be terminated by any party at any time prior to the effective date if in the opinion of the Board of Directors of such party the merger is impractical or undesirable by reason of the fact that:

- (1) A material and adverse change in the properties, assets, or business of the other party shall have occurred; or
- (2) In the opinion of counsel for such party there has not been a full compliance with all requirements for a tax free merger.

In the event of termination of this Amended Agreement of Merger as above provided, this Amended Agreement of Merger shall become wholly void and of no effect and there shall be no liability on the part of either DISAPPEARING or COCO or their respective Boards of Directors or stockholders.

ARTICLE VIII

For the convenience of the parties and to facilitate the filing and recording of this Amended Agreement of Merger, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

ARTICLE IX

The Articles of Incorporation of the surviving corporation, to-wit: C. OVERAA & CO., shall on the effective date be further amended as hereinafter set forth in this Article IX (the term "this corporation" as used in this Article IX referring to C. OVERAA & CO.).

ARTICLE SECOND of the Articles of Incorporation of this corporation is hereby amended by adding thereto a subparagraph immediately preceding sub-paragraph a) thereof, which shall read in full as follows:

To engage primarily in the specific business of general contracting.

ARTICLE SIXTH of the Articles of Incorporation of this corporation is hereby amended to read in full as follows:

SIXTH: This corporation is authorized to issue 10,000 shares without par value. Upon the amendment of this Article to read as hereinabove set forth, each outstanding share of a par value of \$25.00 is converted into a share without par value.

IN WITNESS WHEREOF, C. OVERAA & CO. and OVERAA CONSTRUCTION, INC., pursuant to authority duly given by their respective Boards of Directors, have caused this Amended Agreement of Merger to be executed and their corporate seals to be hereunto affixed as of the day and year first above written.

C. OVERAA & CO.

(corporate seal)

By: Clarence P. Overaa

Clarence P. Overaa, President

By: Virginia K. Overaa

Virginia K. Overaa, Secretary

OVERAA CONSTRUCTION

(corporate seal)

By: Clarence P. Overaa

Clarence P. Overaa, President

By: Virginia K. Overaa

Virginia K. Overaa, Secretary

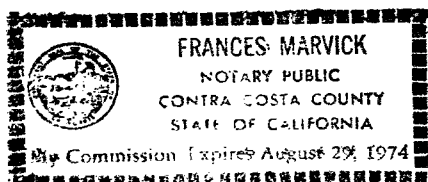
STATE OF CALIFORNIA)
COUNTY OF CONTRA COSTA) ss.

On this 2nd day of August, 1972, before me, the undersigned, a Notary Public in and for the County of Contra Costa, State of California, residing therein, duly commissioned and sworn, personally appeared CLARENCE P. OVERAA and VIRGINIA K. OVERAA, known to me to be the President and Secretary respectively of the corporations that executed the within instrument and the officers who executed the within instrument on behalf of the corporations therein named, and acknowledged to me that such corporations executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, the day and year in this certificate first above written.

Frances Marvick

Notary Public in and for said
County and State.



231213

A275279

FILED

In the office of the Secretary of State
of the State of California

DEC 22 1983

JAMES H. HARRIS, Secretary of State

FIRST AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
C. OVERAA & CO.

Gerald D. Overaa and Mable Stewart certify that:

A. They are the president and the secretary, respectively, of C. Overaa & Co., a California corporation.

B. The Articles of Incorporation are amended and restated to read in their entirety as follows:

1. Name. The name of this Corporation is:

C. OVERAA & CO.

2. Purpose. The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

3. Authorized Shares. The Corporation is authorized to issue two classes of stock, to be designated Preferred Stock and Common Stock. The total number of shares of Preferred Stock which the Corporation is authorized to issue is 1,500, and the total number of shares of Common Stock which the Corporation is authorized to issue is 20,000. Upon the amendment of this article to read as herein set forth, 240 of the outstanding shares held by Clarence P. Overaa and Gerald D. Overaa as Co-Trustees under Revocable Trust Agreement dated as of November 18, 1976 are each converted into 5 shares of Preferred Stock, and the remaining 310 shares outstanding

are split up and converted into 1,549 shares of Common Stock.

4. Rights of Stock The relative rights, preferences, privileges and restrictions granted to or imposed upon the Corporation's Stock are as follows:

(a) Dividends. The holders of shares of Preferred Stock shall be entitled to receive dividends at the rate of \$100 per share payable annually out of any funds legally available therefor when and as declared by the Board of Directors. Such dividends shall accrue from day to day from the date of issuance of any share of Preferred Stock whether or not earned or declared. Dividends on Preferred Stock are payable before any dividends shall be declared, paid, or set apart for the Common Stock. Dividends on Preferred Stock are cumulative so that if in any year or years dividends on the outstanding Preferred Stock in the amount set forth above are not paid, or set apart for that purpose, the amount of the deficiency shall be fully paid or declared and set apart for payment, without interest, before any distribution, by way of dividend or otherwise, shall be declared, paid, or set apart for the Common Stock.

The holders of shares of Preferred Stock shall be entitled to the dividends provided above and no more. Such shares shall be nonparticipating.

Subject to the foregoing, the Board of Directors may declare and pay dividends upon Common Stock out of any funds legally available therefor.

(b) Liquidation Preference.

(i) In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the holders of Preferred Stock shall be entitled to be paid an amount per share equal to the sum of \$1,000.00 plus all accrued dividends (as provided in Subsection (a) above) and no more. If the Corporation has insufficient

funds to pay the full amount payable upon liquidation, then the remaining assets shall be distributed ratably to the holders of the Preferred Stock in proportion to the amounts they would otherwise be entitled to receive.

(ii) Upon the completion of the distribution required by Subsection (b)(i), the holders of Common Stock shall be entitled to receive, ratably, all remaining assets of the Corporation.

(iii) A consolidation or merger of the Corporation with or into any other corporation or corporations, or a sale, conveyance or disposition of all or substantially all of the assets of the Corporation shall not be deemed to be a liquidation, dissolution or winding up within the meaning of this Subsection (b).

(c) Redemption. Neither the shares of Preferred Stock nor the shares of Common Stock shall be redeemable by the Corporation or the holders thereof.

(d) Conversion. Neither the shares of Preferred Stock nor the shares of Common Stock shall be convertible into any other class of the Corporation's shares.

(e) Voting Rights of Preferred Stock. The holder of each share of Preferred Stock shall have the right to one vote for each share of Preferred Stock, and shall be entitled to vote, together with the holders of Common Stock as a single class, with respect to any matters upon which holders of Common Stock have the right to vote. The holders of Preferred Stock shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Corporation. The voting rights provided hereby shall be in addition to any other rights of the holders of Preferred Stock to vote separately as a class as required by law.

(f) Voting Rights of Common Stock. The holder of each share of Common Stock shall

have the right to one vote for each share of Common Stock, and shall be entitled to vote on all matters which are the proper subjects of action by the stockholders. The holders of Common Stock shall be entitled to notice of any stockholders' meeting in accordance with the bylaws of the Corporation.

(g) Status of Preferred Stock Acquired by the Corporation. If any shares of Preferred Stock are acquired by the Corporation, whether by purchase or otherwise, such shares shall be cancelled and shall not be reissued, and the authorized number of shares of Preferred Stock shall be reduced by the number of shares so acquired. The Corporation shall cause these Articles promptly to be amended to reflect such reduction in authorized shares.

5. Election of New Law. The Corporation elects to be governed by all of the provisions of the new law (as defined in Section 2300 of the California Corporations Code) not otherwise applicable to the Corporation under Chapter 23 of the new law.

D. Approval by Board. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the Board of Directors.

E. Approval by Shareholders. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The total number of outstanding shares of the Corporation is 550. The number of shares voting in favor of the amendment exceeded the vote required. The percentage vote required was more than 50%. The number of shares voting in favor of the amendment equaled 100%.

IN WITNESS WHEREOF, the undersigned have executed these First Amended and Restated Articles of Incorporation this 15th day of December, 1983.



Gerald D. Overaa, President



Mable Stewart, Secretary

Each of the undersigned declares under penalty of perjury that the matters set forth in the foregoing certificate are true to his or her own knowledge. Executed at Richmond, California on this 15th day of December, 1963.


Gerald D. Overaa
Noble Stewart

A484409

23/2/3

FILED
In the office of the Secretary of State
of the State of California

DEC 02 1996

Bill Jones
BILL JONES, Secretary of State

SECOND AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
C. OVERAA & CO.

The undersigned certify that:

A. They are the president and the secretary, respectively, of C. OVERAA & CO., a California corporation.

B. The Articles of Incorporation of this corporation are amended and restated to read in their entirety as follows:

1. Name. The name of this Corporation is:

C. OVERAA & CO.

2. Purpose. The purpose of this Corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

3. Authorized Shares. The total number of shares that this Corporation is authorized to issue is 10,100,000, all of the same class, designated "Common Stock." Upon the amendment of this article to read as herein set forth, each outstanding share of common stock is split up and converted into 1 share of common, Series A, and 999 shares of common, Series B. No preferred stock is outstanding; the prior issuance of preferred stock was redeemed.

4. One Class of Stock Issuable in Series; Rights of Stock. The shares of the Corporation may be issued from time to time in two series designated, respectively, Series A, of which the Corporation is authorized to issue 100,000 shares, and Series B, of which the corporation is authorized to issue 10,000,000 shares. The rights, preferences, privileges and restrictions of Series A and Series B shall be equal and identical in all respects except that, unless otherwise provided by law, the holders of shares of Series A shall have and possess the exclusive right to notice of shareholders' meetings and the exclusive voting rights and power and the holders of shares of Series B shall not be entitled to notice of any shareholders' meetings or to vote upon the election of directors or upon any other matters.

5. Election of New Law. This Corporation elects to be governed by all of the provisions of the General Corporation Law of 1977 not otherwise applicable to it under Chapter 23 thereof.

6. Limitation on Liability.

(a) The liability of the directors of the corporation for monetary damages shall be eliminated to the fullest extent permitted under California law.

(b) The corporation is authorized to provide for the indemnification of agents (as defined in Section 317 of the California Corporations Code) for breach of duty to the corporation and its shareholders, whether by law, agreement, or otherwise in excess of the indemnification otherwise permitted by Section 317, and to the fullest extent permissible under California law.

(c) Any repeal or modification of the foregoing provisions of this Article 6 by the shareholders of the corporation shall not adversely affect any rights or protection of a director of a corporation existing at the time of such repeal or modification.

C. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the Board of Directors.

D. The foregoing amendment and restatement of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902 of the Corporations Code. The total number of outstanding shares of the Corporation is 1,549. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The number of shares voting in favor of the amendment equaled 100%.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct and of our own knowledge.

DATED: 11 / 30, 1996


Gerald D. Overaa, President


Mable Stewart, Secretary

ALEX PADILLA, Secretary of State



Date:

JAN 22 2016

I hereby certify that the foregoing
transcript of 28 page(s)
is a full, true and correct copy of the
original record in the custody of the
California Secretary of State's office.



8 Proposal Requirement

J. Subcontractor List

Legal Company Name	Trade	Contact Person, Address and Phone Number	License #	DIR Registration #	EMR
Marquee Fire Protection	Fire Suppression	Matt Deadrich 710 West Stadium Lane Sacramento, CA 95834 925-691-0744	570970	1000000041	2018 - 0.65
					2017 - 0.67
					2016 - 0.70
Dinelli Plumbing, Inc.	Plumbing	Joe Dinelli 1160 Chess Drive, Suite 5 Foster City, CA 94404 650-372-9456	801472	1000000999	2018 - 0.69
					2017 - 0.69
					2016 - 0.69
Deharo Mechanical Inc.	HVAC	Anthony Pacheco 280 Cochrane Circle Morgan Hill, CA 95037 408-776-9944	883501	1000044644	2018 - 1.04
					2017 - 0.74
					2016 - 0.76
Wilhite Electric	Electric	Steve Varley 377 Preston Court Livermore, CA 94551 925-443-7400	820528	1000004549	2018 - 0.88
					2017 - 1.00
					2016 - 1.00
Silverado Contractors	Building Demo	Dennis Luchay 2855 Mandela Parkway, 2nd Floor Oakland, CA 94608 510-658-9960	782547	1000006758	2018 - 0.92
					2017 - 1.21
					2016 - 1.17
Carone	Earthwork, Grading, Paving	Joe Miller 5009 Forni Drive #A Concord, CA 94520 925-602-8800	704210	1000033694	2018 - 0.79
					2017 - 0.95
					2016 - 1.30
Coast Building Products	Insulation	Brandon Wang 6700 Golden Gate Drive Dublin, CA 94568 925-557-2090	465440	1000005800	2018 - 0.83
					2017 - 1.00
					2016 - 1.00
T.L. Shield & Associates, Inc.	Elevator	Greg Sawyer 1030 Arroyo Street San Fernando, CA 91340 818-509-8228	605460	1000001711	2018 - 0.75
					2017 - 1.06
					2016 - 1.00
Ironwood Commercial Builders	Metal Stud Framing, Drywall, Plaster	Christopher Bushard Ironwood Court Pleasant Hill, CA 94523 415-244-0170	895364	1000004603	2018 - 0.90
					2017 - 0.87
					2016 - 0.80
RC Underground	Site Utilities	Ryan Caulfield 1280 Pine Street Walnut Creek, CA 94596 925-705-7499	886990	100002723	2018 - 1.89
					2017 - 1.90
					2016 - 0.80

8 Proposal Requirement

K. Hourly Rates

Construction Services

Overaa	
Project Executive	\$201
Project Manager	\$167
Project Engineer	\$107
Scheduler	\$167
QA/QC	\$167
Superintendent	\$138
Asst Superintendent/Quality Control	\$122
Laborer Foreman	\$122
Team Coordinator	\$78
Gould Evans	
Principal	\$300
Associate Principal	\$205
Project Manager	\$185
Project Architect	\$165
Technical Staff	\$130
Jr. Technical Staff	\$85
Interior Designer	\$105
KPW Engineers	
Principal	\$200
Associate	\$180
Sr. Structural Engineer	\$170
Project Engineer	\$160
Staff Engineer	\$145
Sr. BIM / CAD Designer	\$120
BIM/CAD Designer	\$110
Administrative	\$65
Interface Engineering	
Principal:	\$280
Associate Principal:	\$230
Sr. Engineer-Designer II:	\$210
Sr. Engineer-Designer I:	\$180
Engineer-Designer III:	\$155
Designer II:	\$145
Designer I:	\$125
Revit Lead:	\$110
Drafter-Revit:	\$105
Administrative:	\$80
BKF	
Principal	\$246

Project Manager	\$204
Engineer III	\$174
Engineer III	\$134
BASE	
Principal	\$175
Project Manager	\$125
McLennan Design	
Principal	\$180
Charles M. Salter	
President and Senior Vice President	\$400
Vice President	\$325
Senior Associate	\$275
Associate	\$225
Senior Consultant	\$195
Consultant	\$170
Technical Assistant	\$115
Jensen Hughes	
Sr. Fire Protection Engineer III / Director	\$300-\$315
Associate Director	\$300
Sr. Fire Protection Engineer II	\$280-\$300
Sr. Fire Protection Engineer	\$245-\$280
Sr. Accessibility Consultant	\$245
Sr. Consultant	\$225-\$280
Consultant	\$200-\$225
Fire Protection Engineer	\$200
Accessibility Consultant	\$200
Associate	\$170
Engineering Intern	\$145
Technician / BIM	\$140
Technician / CAD	\$125
Project Administrator	\$130-\$150

AGREEMENT FOR DESIGN-BUILD SERVICES FOR
OCEAN VIEW ELEMENTARY SCHOOL RE-BUILD PROJECT

by and between

ALBANY UNIFIED SCHOOL DISTRICT

and

C. OVERAA & CO.

Effective Date: January 30, 2019

AGREEMENT FOR DESIGN-BUILD SERVICES

THIS AGREEMENT FOR DESIGN-BUILD SERVICES ("Agreement") is made as of January 29, 2019 ("Effective Date") by and between the Albany Unified School District, a public-school district organized and existing under the laws of the State of California ("District") and C. Overaa & Co. (referred to herein as "Design-Build Contractor" or "Design-Build Entity"). District or Design-Build Contractor or Design-Build Contractor may be referred to individually as a "Party," or collectively as the "Parties."

RECITALS

- A. District is the owner of certain real property located at 1000 Jackson Street, Albany CA 94706, which property is also known as the Ocean View Elementary School ("Project Site").
- B. California Education Code § 17250.10 *et seq.* permits a school district to enter into a design-build contract for the design and construction of a school facility if that expenditure exceeds One Million Dollars (\$1,000,000) ("Design-Build Process");
- C. District desires to use the Design-Build Process authorized by California Education Code § 17250.10 *et seq.* for the permanent improvement of the Project Site with the design and construction of Ocean View Elementary School Re-Build ("Project"). The scope of work contemplated for the Project is included in **Attachment 1**, attached hereto and incorporated herein.
- D. On August 3, 2018, the District released a Request for Qualifications to prequalify and short list proposers. Subsequently, on October 11, 2018, the District released a Request for Proposals ("RFP") to 13 firms.
- E. As result of the review and scoring of the proposals received in response to the RFP in accordance with the stated evaluation criteria, the Design-Build Contractor was recommended to and approved by the Board on January 30, 2019.
- F. District desires that the Design-Build Contractor design and construct the Project in accordance with the terms and conditions of this Agreement, including all documents incorporated herein.
- G. Design-Build Contractor is willing to provide the design-build services under the terms and conditions set forth in this Agreement, including all documents incorporated herein.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained in this Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I Work

Section 1. Subject to District's funding, design concepts, budgets, and approvals, Design Build Entity shall provide, furnish, and perform all necessary planning, architectural, engineering, and all other design services of any type, procurement, permitting and support services, construction, landscaping, clean-up, and all other construction services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by District, if any) and all necessary supervision, labor, and services required for the complete engineering, design, procurement, quality assurance, construction and all necessary installation, start-up and testing (except that testing to be provided by the District) required for a complete, operational, and fully functional Project. The all-inclusive obligations of the Design-Build Entity set forth in this sentence shall be referred to as the "Work" and the term "Project" will be used to describe generally the entirety of the Work to be performed by Design-Build Entity, including all construction activities as described variously throughout this Agreement and all documents incorporated herein. Except with regard to any material to be provided and/or installed by District, Design-Build Entity shall fully commission and turn over a complete, operational, and fully functional Project to District. The above listed Work shall be subject to approvals by applicable governmental entities, which may impact scope and cost of the design and/or Work. Without limiting the generality of this Agreement, Design-Build Entity shall provide the following Work and Services:

(a) Design-Build Entity shall prepare complete designs, engineering, working drawings, shop drawings and generate drawings and/or engineering analysis setting forth in detail the specifications and requirements for the purchasing and procurement of the services, materials and equipment, and for the construction of the complete, operational, and fully functional Project and shall furnish the services of all necessary supervisors, engineers, designers, draftsmen, and other personnel necessary for the preparation of those drawings and specifications required for the Work, including the pertinent information for natural gas, water supply, and any other utilities, as required. District shall review and approve the above-listed design documents, which shall not be unreasonably withheld.

(b) Design-Build Entity shall provide, install and complete as specified, and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing (except that testing to be provided by the District), utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the complete, operational, and fully functional Project, including required permanent interconnection for electricity, and any other utilities, and demonstration of fully satisfactory operation of all systems and equipment. To the extent any materials or equipment are deemed to be Sole Source(d) by the District, Design-Build Entity shall not be responsible for the Sole Source selection(s).

(c) Design-Build Entity shall supervise and direct the Work, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to design and construct the complete, operational, and fully functional Project.

Design-Build Entity shall provide, manage and organize such personnel as necessary to complete the Work in accordance with all requirements of the Contract Documents.

(d) Design-Build Entity shall obtain, at Design-Build Entity's expense, all governmental and private approvals (to the extent possible), licenses, and permits required to complete the Work, including all Division of State Architect document review fees. Design-Build Entity shall design and construct a complete, operational, and fully functional Project in full compliance with all applicable laws, codes and standards (both public and private), including the Field Act and all other laws and regulations applicable to the Project and known at the time of design and/or construction.

ARTICLE II District's Program Manager and Representatives

Section 1. District may assign all or part of its rights, responsibilities and duties to a District Program Manager or other representative. District shall inform Design-Build Entity in writing of such assignment and the extent of its representative's authority.

Section 2. All notices or demands to District under the Contract Documents shall be to District's Representative at:

Albany Unified School District
Attn: Jackie Kim, Chief Business Official
819 Bancroft Way
Berkeley, CA 94710

(or to such other person(s) and address(es) as District shall provide to Design-Build Entity)

ARTICLE III Contract Time and Liquidated Damages

Design-Build Entity shall complete the Work within the "Milestone Schedule" in **Attachment 2**, hereby made part of this Agreement with this reference. If Design-Build Entity or its Subcontractors is/are delayed at any time in the commencement or progress of the Work by changes ordered or occurring in the Work, or by occurrences beyond the control and without the fault or negligence of Design-Build Entity or its Subcontractors or suppliers and which, by the exercise of reasonable diligence, Design-Build Entity is unable to prevent or provide against, including fire, unusual delay in deliveries not reasonably anticipated, unavoidable casualties, unusually adverse weather conditions not reasonably anticipated, or by other occurrences which may justify delay, then, provided that Design-Build Entity is in compliance with the Agreement, the parties agree as follows: (i) the Contract Time shall be extended by Change Order for the length of time Design-Build Entity's critical path to completion of the entire Work is actually and directly delayed by such occurrence as documented and demonstrated by Design-Build Entity (or its subcontractor(s)) in writing; provided, however, that such extension of Contract

Time shall be net of any delays caused by or due to the fault or negligence of Design-Build Entity or its subcontractors or suppliers; and (ii) Design-Build Entity (and/or its subcontractors) shall, in addition to any extension of Contract Time, also be entitled to an adjustment of the Contract Sum, due to impacts (including additional overhead costs) and damages, whether direct, indirect, or consequential, incurred by Design-Build Entity (and/or its Subcontractors) arising from any claimed delay for which Design-Build Entity is entitled to an extension of Contract Time. In the event of a delay for which Design-Build Entity contends it and/or its Subcontractors is/are entitled to an adjustment to the Contract Sum and/or Contract Time, Design-Build Entity shall give the District written notice thereof within fourteen (14) calendar days after the occurrence giving rise to the claim or within fourteen (14) calendar days after Design-Build Entity first recognizes the condition giving rise to the claim, whichever is later.

Design-Build Entity shall, in the event of any such occurrence likely to cause a delay, cooperate in good faith with the District to minimize and mitigate the impact of any such occurrence and do all things reasonable under the circumstances to achieve this goal; provided, however, the foregoing shall not require Design-Build Entity to incur additional costs to make up delays for which Design-Build Entity is entitled to a time extension under this Article.

Section 1. District and Design-Build Entity recognize that time is of the essence with regard to this Agreement and that District will suffer financial loss in the form of contract administration expenses (including project management and consultants' expenses), delay and loss of public use, if the Work is not completed within the time specified herein, plus any extensions thereof allowed in accordance with the Contract Documents. Consistent with the General Conditions, Design-Build Entity and District agree that because of the complexity of the Project, it would be impractical or extremely difficult to fix the amount of actual damages incurred by District caused by a delay in completion of the Work. Accordingly, District and Design-Build Entity agree that Design-Build Entity shall pay the District liquidated damages in the event that Design-Build Entity fails to meet any agreed upon deadline in the manner described below:

(a) If Design-Build Entity shall fail to achieve Substantial Completion of its Work by the date (or dates) specified in **Attachment 2** regarding the achievement of identified Construction Milestones, Design-Build Entity shall pay District liquidated damages, at the daily rate of One Thousand Five Hundred Dollars (\$1,500.00) per day for each day Design-Build Entity exceeds the Substantial Completion Date for the Project; said amount accruing daily and continuing to accrue until Design-Build Entity achieves Final Completion of the Work in accordance with these Contract Documents.

(b) If Design-Build Entity shall fail to achieve Final Completion of the Work by the date so specified in these Contract Documents, Design-Build Entity shall pay District liquidated damages, at the daily rate of One Thousand Five Hundred Dollars (\$1,500) per day for each day Design-Build Entity exceeds the Final Completion Date for the Project; said amount accruing daily and continuing to accrue until Design-Build Entity achieves Final Completion of the Work in accordance with these Contract Documents.

Section 2. This Article III shall not limit any other rights and remedies available under applicable law or the Contract Documents.

ARTICLE IV Contract Sum

Section 1. The parties shall establish an initial Guaranteed Maximum Contract Sum of Thirty-Two Million Six Hundred Seventy Three Thousand Eight Hundred Ninety Four dollars (\$32,673,894) for completion of the Work in accordance with the Contract Documents. The parties shall undertake extensive value engineering analysis to reduce the Project budget to Thirty Million Dollars (\$30,000,000) or less. Design-Build Entity shall prepare recommendations to District for reducing the Project budget and shall expedite necessary design reviews, including modifications, if any, based on value analysis. The parties acknowledge that obtaining a mutually agreed upon final Guaranteed Maximum Contract Sum is a condition precedent to the Construction Phase of the Project. The parties further establish a flat fee of \$3,408,455 for services during the Design Phase of the Project (final DSA approval of the Construction Drawings). This fee shall be paid in accordance with the schedule found in Attachment 2. The Design-Build Entity fee shall be deducted from the final Guaranteed Maximum Contract Sum.

Section 2. The Guaranteed Maximum Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Design-Build Entity, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Design-Build Entity's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services and any changes in the law. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

ARTICLE V PREVAILING RATES OF WAGES AND LABOR COMPLIANCE MONITORING

Section 1. The Design-Build Contractor is aware of the requirements of Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Design-Build Contractor agrees to fully comply with such Prevailing Wage Laws. The Design-Build Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of

Industrial Relations located at www.dir.ca.gov/dlsr/. Design-Build Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request and shall post copies at the Design-Build Contractor's principal place of business and at the Project site as required by applicable laws and regulations. Design-Build Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws except if the claim arises out of District's failure to timely and fully pay Design-Build Entity.

Section 2. These statutory and regulatory provisions also contain specific requirements concerning the retention, inspection and auditing of payroll records, use of apprentices, payment of overtime compensation, securing of workers compensation insurance, contractor registration with the Department of Industrial Relations (DIR), and various criminal penalties or fines which may be imposed for violations of the requirements of the chapter. By signing below, Design-Build Contractor represents that it has thoroughly reviewed, understands and acknowledges these requirements, and will keep up to date on all such requirements as they may be updated or amended for time to time.

Section 3. Pursuant to Labor Code Section 1775, the Design-Build Contractor shall pay a penalty of not more than two hundred dollars (\$200) to the District for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages for such craft or classification in which such worker is employed for any work done under the Agreement by the Design-Build Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner. A mistake, inadvertence, or neglect in failing to pay the correct prevailing rate of per diem wage is not excusable if the Design-Build Contractor had knowledge of it or the obligations under this part.

Section 4. Design-Build Contractor shall post, at appropriate conspicuous points on the Project Site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

Section 5. In accordance with California Labor Code section 1771.4, unless exempted, all public works projects are subject to compliance monitoring and enforcement by the DIR, which includes the following requirements:

(a) Design-Build Contractor and its subcontractors shall be registered and continue to comply with all DIR contractor registration requirements in accordance with section 1725.5 of the California Labor Code.

(b) Design-Build Contractor and its subcontractors shall furnish electronically certified payroll records directly to the Labor Commissioner in accordance with the instructions and requirements posted by DIR on its website and other sources. As of January 1, 2016, the

requirement to furnish electronic certified payroll records to the Labor Commissioner will apply to all public works projects, whether new or ongoing.

(c) District will have direct and immediate access to the certified payroll records submitted to DIR in order to monitor compliance, identify suspected violations and respond to Public Records Act requests.

(d) At each job site, Design-Build Contractor shall post the notice(s) required by California Labor Code section 1771.4(a)(2) and the California Code of Regulations.

(e) The District may withhold contract payments when payroll records are delinquent or inadequate, or not submitted as required by the Labor Commissioner. The amount withheld shall be limited to those payments due or estimated to be due to the contractor or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the contractor or subcontractor whose payroll records are delinquent or inadequate. Further, a contractor may be required in turn to cease all payments to a subcontractor whose payroll records are delinquent or inadequate until the Labor Commissioner provides notice that the subcontractor has cured the delinquency or deficiency.

(f) The District shall cooperate with any investigation of suspected violations of the requirement to pay prevailing wages on all public works projects, and withhold contract payments in accordance with any lawful order by DIR or any other agency with jurisdiction over labor compliance enforcement.

(g) Design-Build Contractor shall provide site access to DIR personnel upon request.

(h) Design-Build Contractor and subcontractors listed in the bid or who are required to be identified or prequalified shall participate in a pre-job conference before commencement of the work. At the pre-job conference, applicable federal and state labor law requirements shall be discussed, and copies of suggested reporting forms furnished. A checklist, showing which federal and state labor law requirements were discussed, shall be kept for each conference.

Section 6. In the event any funds used on this Project, including Proposition 84 funds, require compliance with the previously established DIR Labor Compliance Program, such requirements shall be adhered to in the addition to the requirements noted herein.

ARTICLE VI Design-Build Entity's Representations and Warranties

Section 1. As inducement for District to enter into this Agreement, Design-Build Entity makes the following representations and warranties:

(a) Design-Build Entity has visited the Project Site and has observed the

nature and extent of the Work, Project Site, locality, actual conditions, as-built conditions, and all local conditions; and has reviewed all federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work, or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design-Build Entity and safety precautions and programs incident thereto. The District shall provide full information in a timely manner regarding requirements for the Project, including any schematic design documents and other relevant information. The District shall also provide all available information describing the physical characteristics of the site, including surveys, site evaluations, legal descriptions, existing conditions, subsurface and environmental studies, reports and investigations; inspection and testing services during design and/or system process phases as required by law or as mutually agreed. Unless otherwise provided in the Contract Documents, the District shall also provide necessary approval, site plan review, rezoning, easements and assessments, fees and charges required for the construction, use, occupancy or renovation of permanent structures, including legal and other required services, and physical access to the Project site to allow Design-Build Entity to perform its obligations under the Prime Contract.

(b) Design-Build Entity has performed due diligence to fully understand the attached Scope of Work and the conditions associated with the Work, including a thorough review of the bridging documents provided with the RFP. Design-Build Entity has made all reasonable efforts to locate all reports, surveys or other documents reflecting exploration and testing of subsurface conditions; and has reviewed all known as-built drawings, drawings or reports showing physical conditions, including underground facilities, which are identified in the RFP; and has examined all geotechnical data and existing conditions, including those that may be apparent at the Project Site.

(c) Design-Build Entity has given District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents, including the performance specifications and bridging documents.

(d) Design-Build Entity is duly organized, existing and in good standing under applicable state law and is duly qualified and licensed (for every business, trade or profession) to conduct business in the State of California.

(e) Design-Build Entity has duly authorized the execution, delivery and performance of this Agreement, the Contract Documents, and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Design-Build Entity.

(f) Prior to the District's Issuance of a Notice to Proceed with Construction, the Design-Build Entity will list all Subcontractors performing Work pursuant to the Subcontractor Listing requirements of California Public Contracting Code Section 4104 and provide a copy thereof to District.

(g) Design-Build Contractor represents and warrants that it is financially

solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete the Project in accordance with this Agreement; that it is able to furnish the plant, tools, materials, supplies, equipment, and labor, and is experienced in and competent to perform the work contemplated by this Agreement; and that it is authorized to do business in the State of California where the Project Site is located.

ARTICLE VII Contract Documents

The Contract Documents consist of the following documents, including all changes, addenda and modifications thereto, which comprise the entire agreement between District and Design-Build Entity concerning the Work:

Agreement and all Amendments
 Supplemental General Conditions and all Amendments, if applicable
 General Conditions and all Amendments

 Request for Qualifications, including all Attachments
 Request for Proposals, including all Attachments
 Design-Build Entity Response to RFQ
 Design-Build Entity Proposal to RFP dated December 21, 2018
 Governing Board Resolutions

ARTICLE VIII Miscellaneous

Section 1. This Agreement, together with all Contract Documents, represents the entire Agreement between the Design-Build Contractor and the District and supersede all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing signed by both District and Design-Build Contractor.

Section 2. Time is of the essence for all provisions of this Agreement in which a definite time for performance is specified.

Section 3. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The Parties acknowledge that the work being performed pursuant to this Agreement is being done in Albany, California.

Section 4. The Effective Date of this Agreement shall mean the date when this Agreement has been approved by the District's governing board and executed by Design-Build Contractor and District, or their authorized and designated agents. District shall advise Design-Build Contractor of the occurrence of the Effective Date.

Section 5. Neither the Parties nor their respective counsel shall be deemed the drafters of this Agreement for purposes of construing its provisions. The language in all parts of this Agreement shall in all cases be construed according to fair meaning, not strictly for or against any of the Parties.

Section 6. This Agreement constitutes the entire agreement between the Parties and may be modified only by a written amendment executed by the Parties.

Section 7. District shall have the right to review all phases of Design-Build Entity's design including, but not limited to, drawings, specifications, shop drawings, samples and submittals, as specified in the Contract Documents. Such review, approval and other action shall not relieve Design-Build Entity of its responsibility for a complete design complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of District's interests in monitoring and accepting the design as developed and issued by the Design-Build Entity, to the extent consistent with these Contract Documents. Design-Build Entity's responsibility to design and construct the Project in conformance with the Contract Documents shall be absolute.

Section 8. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

Section 9. The standard of care for design services performed under this Agreement shall be the care and skill ordinarily used by members of the design profession practicing under similar conditions at the same time and locality.

Section 10. Upon making all payments as required under the Agreement, District shall receive ownership of the property rights of all documents, Plans, Drawings, Specifications, electronic data and information prepared, provided or procured by Design-Build Entity and its consultants, the Architect/Engineer, and Subcontractors for this Project ("Design-Build Documents"). Except as to software licenses, District may use, reproduce and make derivative works from the Design-Build Documents as authorized in this Agreement. Notwithstanding the foregoing, however, Design-Build Entity shall continue to own the underlying, generic design concepts set forth in the Design-Build Documents, including engineering/architectural details and system arrangements, and shall have the right to use such concepts in connection with the design of other projects without District's consent. Design-Build Entity specifically agrees to incorporate the provisions of this Article in all contracts for the services of any Architect/Engineer and/or other Subcontractors. District agrees that Design-Build Entity may retain a set of Design Build Documents for record. District is permitted to retain copies, including reproducible copies, computer disks and electronic data, of the Design-Build Documents, and shall have the right to use the Design-Build Documents and the ideas and designs contained therein for information and reference in connection with District's use, maintenance, repair and occupancy of the Project and in connection with additions, alterations or future construction to the Project without paying Design-Build Entity or its Subcontractors any compensation other than the amounts required by this Contract, but District shall not use, reproduce or make derivative works from the Design-Build Documents for other projects without the written authorization and agreement of Design-Build Entity. In the event that District uses the Design-Build Documents for any project other than the Project Design-Build Entity shall not be responsible for such use, and District shall defend, indemnify and hold Design-Build Entity and its consultants, the Architect/Engineer, Subcontractors, and

the agents, officers, directors and employees of each of them, harmless from and against any and all damages, losses, costs and expenses, including reasonable attorneys' fees and court costs, arising out of or resulting from the District's use of the Design-Build Documents.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized respective officers, as of _____, 2019.

DESIGN-BUILD CONTRACTOR
ALTEN CONSTRUCTION, INC.

By: C. Overaa & Co.

Name: Carl Overaa

Title: Vice President

Date: _____

DISTRICT
ALBANY UNIFIED SCHOOL DISTRICT

By: Albany Unified School District

Name: Jackie Kim

Title: Chief Business Official

Date: _____

Carl Overaa, VP Business Development

Jackie Kim, CBO

Approved as to Form:
FAGEN FRIEDMAN & FULFROST, LLP

Mark Williams, Legal Counsel
for Albany Unified School District

Approved by the Board on _____

ATTACHMENT 1

Scope of WorkGuaranteed Maximum Price Proposal dated 12/21/2018

Phase I – Design and Preconstruction Services (lump sum)	\$3,408,455
Phase 2 – Construction Services (lump sum)	\$28,067,280
Total Proposal Amount (lump sum)	\$31,475,735

Alternates / Allowances

Add Alternate #1 Intrusion alarm and key card access control system	\$265,000
Add Alternate #2 DDC Controls with window sensors	\$396,084
Add Alternate #5 Replace HVAC equipment in MPR Classrooms	\$99,576
Add Alternate #6 Replace HVAC in Library (equipment and piping)	\$437,500
Total GMP	\$32,673,894

(Thirty-Two Million Six Hundred Seventy Three Thousand Eight Hundred Ninety Four Dollars)

The general scope of the Project includes:

The specific scopes of work to be performed by DBE during the Phase 1 (Design and Preconstruction Services) and Phase 2 (Construction Services) are summarized below. The Contract Documents are cumulative and shall be read together, and DBE shall provide services specified in the RFP, their proposal, and all other components of the Contract Documents.

Phase 1 – Design and Preconstruction Services

A. Full Design Services

DBE shall provide complete architectural, engineering, and consulting services as required to complete the Project and all its details in accordance with good practice, applicable building codes, and this RFP. The complete design services shall be apportioned into Phase 1 Design and Preconstruction Services. DBE shall manage the services provided under the Agreement for Design-Build Services so that the transition between phases is seamless. The successful DBE will meet with the District's Stakeholder Committee, District Staff and Administration as many times as necessary and/or as requested by the District, including updates/presentations at Board Meetings in order to develop and complete the design and gain necessary approvals from the District. DBE will provide value engineering as required to meet project budget.

B. Design and Preconstruction Services Phase

Design and Preconstruction Services will be performed during Phase 1 of this Project. The Agreement for Design-Build Services will authorize all Phase 1 services, upon the issuance of the Phase 1 Notice to Proceed.

C. Project Construction Phasing

District may benefit if the Project construction is divided into phasing components in addition to any phasing indicated in the RFP or the Contract Documents. Examples of possible phasing components are: demolition, mobilization, relocation of underground utilities, site preparation, separated buildings, and landscaping. Retention release may be based on project phases with distinct schedule of values, NTPs and Notices of Completion (NOC). Phasing components shall be identified during the design phase by DBE and proposed to District. District is not obligated to accept proposed phasing components or revise the Project phases.

D. Project Phasing Documents

Upon District's acceptance of the DBE's recommended construction phases, the DBE will include the phases in its Construction Documents and schedule, and other conditions for each phase to allow each increment to be initiated, completed, and accepted in accordance with the Contract.

E. Construction Documents

DBE shall develop and review the Construction Documents with District, taking into account quality of materials and equipment to ensure a high-quality design, which is achievable within the accepted GMP. DBE design decisions made during Phase 1 shall be based on construction materials, methods, systems, phasing, and costs that will provide the highest quality building within the accepted GMP and schedule.

The Contract Documents shall identify the design codes, standards, and requirements used for the development of the plans, including the edition and applicable sections.

The Construction Documents shall include a quality control program and an implementation plan to ensure that the completed Project complies with the approved design. The design professional-of record shall specify within the Construction Documents all tests and inspections that are required by the building code and those that are appropriate to achieve compliance with the Contract. DBE shall retain the design professional-of-record to provide construction administration services in a professional capacity. These services shall include shop drawing review, response to requests for information regarding the Construction Documents, and periodic visits to the site to observe the quality of the Work.

The final, approved-for-construction set of Construction Documents shall be signed and stamped by the California-licensed professionals who prepared the documents, and who shall certify their compliance with all applicable codes, standards, practices and regulations. The DBE shall retain full responsibility for the design.

F. Identify Potential Risk Factors

DBE shall identify Project risks, which are conditions or events that could negatively affect the Project scope, quality, schedule or cost. DBE shall evaluate the risk to include severity of impact, probability of occurrence and other factors as DBE deems appropriate and recommend ways to manage or mitigate each risk. DBE shall present the risk analysis in a risk matrix format.

G. Scheduling

DBE shall provide a Project Schedule during the Design and Preconstruction Services Phase representing all tasks necessary to complete the Project.

DBE shall provide the following durations in the project schedule for reviews and approvals:

1. For schematic design, design development, and construction documents, allow 10 calendar days for District review and comment of each.
2. For Local Fire Marshal, CDE, CGS, DSA and other government agencies, allow sufficient time as required by the reviewing agency.

H. Design and Preconstruction Phase Investigation and Preparatory Work

DBE shall assess the type, quantity, and quality of the available information describing existing site conditions. DBE shall make recommendations to the District regarding supplemental site surveys if more information is needed.

I. Testing and Inspection

Testing and inspection of the Project's construction will be performed and paid for by District. DBE shall coordinate and cooperate with District's inspection and testing agencies.

J. Subcontractor Procurement Methodology

DBE shall procure all trade contractors that were not identified as members of the DBE team in its Proposal in accordance with Assembly Bill 1358/Education Code Section 17250.

5.12 Phase 2 – Construction Services

A. Issuance of Phase 2 Notice to Proceed

The District shall issue the Phase 2 Notice to Proceed within 5 days of receiving DSA approval of the construction documents.

B. Conduct Preconstruction Conference

District and DBE shall co-conduct a preconstruction conference with the trade contractors, design personnel, and appropriate District staff. The preconstruction conference agenda will include OCIP, safety, job procedures for clarifications, change orders, shop drawings, progress payments, field testing and inspection, and preparation and distribution of preconstruction conference notes.

C. Update the Project Schedule

DBE shall update the CPM Project Schedule weekly.

D. Make Presentations

DBE shall assist District in reporting Project progress to oversight entities at regular intervals. DBE shall prepare occasional presentations as requested by District regarding issues of special importance.

E. Notices to Proceed

DBE shall not proceed with any given phase of construction until the District issues a Notice to Proceed for that phase. Conditions for the issuance of an NTP include completion of plan checks required for that phase, verification of conformance to the Contract Documents, verification of required bonding and insurance, and confirmation that project cost is within project budget.

F. Project Closeout

DBE shall conform to the requirements as indicated the Contract Documents.

Documents submitted to DSA. TBD

ATTACHMENT 2 MILESTONE SCHEDULE

100% Schematic Design	March 15, 2019
100% Design Development	May 17, 2019
90% Construction Documents	July 31, 2019
100% Construction Documents (DSA ready)	August 30, 2019
Projected DSA Approval	March 10, 2020
Start of Construction on or before	January 2, 2020*
(* requires increment 1 permit; date TBD)	
Substantial Completion of Construction	March 12, 2021
Final Completion of Construction	April 9, 2021

DESIGN PAYMENT SCHEDULE	% Total Fee	DBE Fee
100% Schematic Design Submittal	15%	\$511,268
100% Design Development Submittal	20%	\$681,691
90% CD Submittal	40%	\$1,363,382
100% CD Submittal (DSA Submission)	10%	\$340,846
DSA Approval	15%	\$511,268
Total Design Phase	100%	\$3,408,455

ATTACHED
DIVISION 0 PROJECT MANUAL

GENERAL CONDITIONS

ARTICLE I DOCUMENTS

Contract Documents are complementary; what is called for by one is as binding as if called for by all. All provisions required by applicable law shall be deemed inserted with this reference.

ARTICLE II EXERCISE OF CONTRACT RESPONSIBILITIES

In exercising its responsibilities and authorities under the Contract Documents, District does not assume any direct duties or responsibilities to any Subcontractor or supplier and does not assume any direct duty of care to Design-Build Entity's Subcontractors or suppliers. Except as expressly set forth in the Contract Documents, in exercising their respective responsibilities and authorities under the Contract Documents, neither Architect/Engineer nor any District Representative assume any direct duties or responsibilities to any Subcontractor, sub-Subcontractor or supplier nor assume any duty of care to any Subcontractor, sub-Subcontractor or suppliers.

ARTICLE III INDEPENDENT CONTRACTOR

Design-Build Entity shall be an independent contractor for District and not an employee. Design-Build Entity understands and agrees that it and all its employees shall not be considered officers, employees or agents of District, and are not entitled to benefits of any kind normally provided employees of District, including but not limited to, state unemployment compensation or workers' compensation. Design-Build Entity assumes full responsibility for the acts and omissions of its employees or agents related to the Work. Design-Build Entity assumes full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes, for employees performing Work. Design-Build Entity shall pass incorporate similar language into any subcontractor agreements.

ARTICLE IV DESCRIPTION OF WORK

Design-Build Entity shall provide a complete, operable and maintainable Project in accordance with the Contract Documents, including providing, furnishing, and performing all Work and providing and furnishing all necessary supplies, housing, materials and equipment, and all necessary supervision, labor, and services required for the engineering, design, procurement, quality assurance and inspection, construction, installation, startup, checkout, testing, site cleanup and for the training of District's personnel, all in conformity with the requirements, legal requirements, criteria, performance guarantees, and warranties set forth in the Contract Documents, for a complete and fully operable Project in full conformance with Contract requirements. The signature and seal of a licensed engineer(s) or architect(s) shall be obtained as necessary for compliance with any and all legal requirements.

ARTICLE V

ALL-INCLUSIVE DESIGN BUILD OBLIGATION

Section 1. Without limiting the generality of Article III herein, Design-Build Entity shall provide, at a minimum, the following Services and materials and equipment as further specified in the Scope of Work attached to the Agreement; provided, however, that these sections shall not be construed in any way to limit Design-Build Entity's obligations hereunder to design, engineer, furnish, construct, checkout, startup, and (except as otherwise provided in the Contract Documents) test a complete, operable and maintainable Project in accordance with the provisions of the Contract Documents.

Section 2. Design-Build Entity shall provide all engineering services and design, which will set forth in detail with specifications, drawings and requirements for the procurement of the materials and equipment and for the construction of the entire Project. Design-Build Entity shall furnish the services of all personnel, including supervisors, engineers, designers and draftsmen necessary for the preparation of all Drawings and Specifications required for the Work. The design shall include all architectural, civil, structural, mechanical, electrical, instrumentation and control work.

Section 3. Design-Build Entity shall provide all equipment and materials and furnish the services of all supervision, buyers, inspectors, expeditors, and other personnel necessary to procure all materials and equipment for the construction of the Project. Design-Build Entity shall provide, install, complete and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction utilities (including all water, power and sanitary facilities), transportation (including road or other infrastructure and improvements on and off the Project Site), customs clearance, quality assurance, and other facilities and services (including any temporary or consumable materials, water, fuels, and electricity necessary for the proper execution and completion of the Work, including any of the utilities, as required). Design-Build Entity shall maintain all materials and equipment in accordance with manufacturer's requirements while such materials and equipment are in transit or care and custody of the Design-Build Entity.

Section 4. Design-Build Entity shall supervise and direct the Work, and shall furnish the services of all supervisors, foremen, skilled and unskilled labor, and all other personnel in sufficient quantities and with sufficient skills necessary to perform the Services in accordance with the Contract Documents. At District's request and after the parties meet and confer, Design-Build Entity shall replace, at Design-Build Entity's expense, any individual if it is determined by District and Design-Build Entity that such individual's continued presence would jeopardize the quality or timely completion of the Work. Whenever required by applicable laws or the Contract Documents, Design-Build Entity shall employ licensed personnel as necessary to perform engineering, design, architectural, or other professional services in the performance of the Work.

Section 5. All such professional services shall be performed with the degree of care, skill, and responsibility customary among such licensed personnel that specialize in work similar to the Work of this Contract. Design-Build Entity shall be responsible for all labor relations matters relative to the Work on the Project Site (except for District's personnel or representatives

or third parties/representatives retained by District) and shall at all times use all reasonable efforts to maintain harmony among all workers employed in connection with the Work on the Project Site. Design-Build Entity shall adopt and implement reasonable policies and practices designed to avoid work stoppage, slowdowns, disputes and strikes.

Section 6. Design-Build Entity shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract Documents, and District shall not be responsible for or exercise any control over the actions or omissions of Design-Build Entity, any supplier, or any of their employees or agents performing any of the Work or Design-Build Entity's warranty obligations. Design-Build Entity shall prosecute the Work continuously and diligently and complete the Work in accordance with all requirements of the Contract Documents and all applicable laws, rules and regulations.

Section 7. Design-Build Entity shall coordinate ingress and egress to and from the Project Site to minimize disruption to the Work and to traffic in the vicinity of the Project Site.

Section 8. Design-Build Entity shall be responsible for the layout of the Work and shall perform all necessary surveying during the construction of the Projects. The accuracy of all grades, elevations, alignments, and plumbing of any structures and the location of all facilities described in the final plans and specifications shall be the responsibility of the Design-Build Entity. Design-Build Entity shall preserve all permanent survey construction monuments and benchmarks. Prior to the final completion date, Design-Build Entity shall accurately correct all Project documents to as-built conditions and deliver to District these as-built documents in accordance with the Contract Documents. Such documents shall show the location of the Project and shall show all related easements, improvement, utilities and rights of way above and below ground, on and off the Project Site, as of the date of delivery of such documents. Such documents shall also show the dimensions and the distances to the nearest benchmarks.

Section 9. Design-Build Entity shall provide appropriate installation and startup representatives from suppliers of major equipment and control systems, all necessary supervising personnel, all equipment, tools, construction and temporary material, and all labor for checkout, startup, testing and training of District personnel. Design-Build Entity shall be responsible for checkout, startup, training and testing of the Project and shall carry out those activities in accordance with all applicable codes and legal requirements, startup and checkout requirements and procedures as set forth in the Contract Documents.

Section 10. Except for safety and warning signs, Design-Build Entity shall not install any signs on the Project Site without the express written consent of District.

Section 11. Design-Build Entity shall be responsible for Project Site security until Final Completion, or termination of the Work. Such security shall include, to the extent reasonably necessary, barriers, lighting, controlled access, and other measures required to prevent vandalism, theft, and danger to personnel, the Project, materials and equipment.

Section 12. Design-Build Entity shall prepare or cause to be prepared and shall furnish to District all drawing logs, drawings, manufacturer's drawings and data, supplier manuals and operating manuals in accordance with the Contract Documents.

Section 13. Design-Build Entity shall ensure that District and its representatives shall, at all times, have access to the Project for all purposes. In order to allow District and its representatives to be present, Design-Build Entity shall give District at least three (3) days advance notice of any system or equipment checkout or testing. If District desires access to any places where work is being performed or from which materials and equipment are being obtained, Design-Build Entity shall provide or arrange reasonable access thereto and shall provide District reasonable advanced notice of any factory tests or other off site tests. Design-Build Entity shall maintain the Project Site in a safe condition to permit District and any person authorized in writing by District to inspect and review all field work during working hours, including materials and equipment, installation, calibration, startup and testing. District shall provide full access to the Project for Design-Build Entity.

Section 14. As part of the procurement of equipment, Design-Build Entity shall provide to District estimates for long-term upkeep and maintenance and a list of recommended operating spare parts, which list shall include all relevant costs and ordering lead time information with terms and conditions. If requested, Design-Build Entity shall procure such operating spare parts from Suppliers, as requested by District, on behalf of District. The cost of such operating spare parts shall be covered by change order.

Section 15. When any equipment or portion of the Work is damaged, Design-Build Entity shall inform District as soon as possible and provide District a damage report detailing such occurrence, any required repairs, and the estimated duration of such repairs.

Section 16. Design-Build Entity shall provide to District all tests and measurements, laboratory analyses, and reports made or prepared in connection with the Work.

Section 17. Design-Build Entity shall communicate and coordinate with DSA regarding Project-related matters, including without limitation Drawings, Specifications, inspections and Change Orders, sufficiently and at such necessary times to permit DSA to respond in a timely manner, taking into account DSA's customary response times. Design-Build Entity shall be solely responsible for any delays or increased costs due to late DSA action resulting from Design-Build Entity's insufficient or untimely communication unless DSA's actions or inaction are caused by District or are unreasonable.

Section 18. The parties to this Agreement recognize that the failure of trade contractors to properly seal the buildings against water intrusion is a significant and growing problem in public construction. Design-Build Entity shall include specific details in the Construction Documents regarding window, door, roof and any other elements of construction to protect the Project from water intrusion, and shall further fully illustrate and describe all aspects of such construction to include all design components that prevent water intrusion into the completed structure. Any costs related to unexpected weather shall be covered by change order.

ARTICLE VI SCHEMATIC DESIGN PHASE

Section 1. After acceptance by District of Design-Build Entity's Proposal, and upon written authorization from District, Design-Build Entity shall proceed with the performance of Services called for in the Schematic Design Phase.

Section 2. Design-Build Entity shall review District's Project for scope, coordination requirements, criteria, budget and constructability.

Section 3. Design-Build Entity shall identify, analyze and conform to the requirements of governmental and private authorities having jurisdiction to approve the design of the Project and participate in consultations with such authorities.

Section 4. Design-Build Entity shall investigate existing conditions through site visits and otherwise, to confirm scope of work and effects on design and construction.

Section 5. Design-Build Entity shall advise District as to the necessity of obtaining additional information related to the Project Site necessary for purposes of design. Such advice and statement of necessity shall be in writing and explain fully the considerations involved.

Section 6. Design-Build Entity shall review all available information regarding existing conditions of any nature (whether supplied by District, generated under the Contract, or secured from third parties), and advise District whether such data is adequate for purposes of design. District shall provide to Design-Build Entity all known information regarding the Project, and District shall not disclaim any of the information provided.

Section 7. Design-Build Entity shall prepare reports containing schematic layouts, sketches and conceptual design criteria with appropriate exhibits.

Section 8. Design-Build Entity shall attend three (3) meetings, each of duration of three (3) hours, with representatives of District, interested parties, governmental entities, as necessary, and provide information to fully describe the project.

Section 9. After acceptance by District of Design-Build Entity's Schematic Design Phase deliverables (which shall not be unreasonably withheld), and upon written authorization from District, Design-Build Entity shall proceed with the performance of the services called for in the Design Development Phase. The intent of Design-Build Entity's Design Development Phase submittal is to obtain District approval for design revisions, refinements, and concept elaborations produced by Design-Build Entity during Design Development prior to Construction Document production.

Section 10. After consultation with District and on the basis of Bridging Documents, Design-Build Entity shall: determine the scope, extent and character of the Project and establish final design criteria; participate in, or initiate periodic reviews or workshops as necessary with District Project Manager, District departmental stakeholders, and their consultants during the Design Development Phase; and at a minimum, participate in biweekly progress meetings with District Project Manager and consultants.

Section 11. Design-Build Entity shall prepare documents consisting of final design criteria, Design Development drawings, and outline specifications (together, "Design Development Documents"). Design Development Documents shall include, but are not limited

a. Site plans, architectural, landscape, structural, mechanical and electrical floor plans, elevations, cross sections, room finish schedules, door and window schedules, and other mutually agreed upon Drawings deemed necessary to describe the developed design.

b. Outline specifications describing the size, character and quality of the entire Project in its essentials as to kinds and locations of materials; type of structural, security, mechanical and electrical systems and equipment.

c. Design-Build Entity shall provide to District's Project Manager for District approval two copies of a color schedule, samples of types and size acceptable to the Project Manager of textures and finishes of all materials in the Work at the Project.

d. A grading and drainage plan and a site plan from architectural information showing a final development of the site. This Drawing will also include a horizontal and vertical control plan and utility connections to the infrastructure plan. The services described in this subparagraph shall be provided by a professional civil engineer who is to subcontract with Design-Build Entity.

Section 12. Design-Build Entity shall present Design Development Phase documents to District and secure its approval.

ARTICLE VII DESIGN SERVICES

Section 1. Bridging Documents set forth District's minimum design and construction requirements for the Project that Design-Build Entity shall meet in preparing designs and construction of the Project. Design-Build Entity shall prepare designs to meet such requirements.

Section 2. Design-Build Entity shall submit designs and deliverables meeting the requirements of the Drawings and Specifications at completion of 50% and 100% Design Development, 50%, 90% and 100% Construction Document completion, or prior to release to the field or to subcontractors for construction and as otherwise agreed to by the parties. Design-Build Entity may elect to create incremental packages of major building components or activities it deems advantageous towards scheduling or permitting efficiencies.

Section 3. In the event of any conflict between the Bridging Documents and any other provision of the Contract Documents, then the more stringent requirement providing District with the greater scope of work shall control. Unless specifically and expressly limited, Design-Build Entity's scope of work shall include all architectural, engineering, procurement and construction services necessary to complete the Project.

Section 4. Unless specifically excluded in this Contract, Design-Build Entity shall provide to District all professional architectural and engineering services, including but not

limited to all civil, electrical, fire protection, mechanical, structural engineering, landscape, and cost estimating services necessary to perform Design-Build Entity's obligations under the Contract Documents and to complete the Project and to perform Design-Build Entity's obligations under the Contract Documents, including the requirements of the Bridging Documents (the "Services").

Section 5. Design-Build Entity shall perform the Services using the persons and subconsultants listed in Design-Build Entity's Proposal and may substitute personnel or subconsultants only upon District's written consent, which may be withheld or delayed in District's discretion. Design-Build Entity represents that it and its subconsultants possess all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the standard of practice of a professional that specializes in performing professional services of like nature and complexity of the Services. Design-Build Entity's licensed subconsultants (architectural and engineering) shall owe a duty of care to District in performing their architectural and engineering portions of the Services.

Section 6. Design-Build Entity and its subconsultants shall make an independent assessment of the accuracy of the information provided by District concerning existing conditions (including but not limited to existing utilities and structures and tie-ins to existing or contemplated facilities) and the adequacy of available design information/technical reports. Design-Build Entity shall rely on the results of its own independent investigations and not solely on information provided by District. Design-Build Entity shall conduct such further investigations of existing conditions as are necessary for Design-Build Entity to perform the Services and shall advise District of any further design or other services necessary to complete the Project.

Section 7. Design-Build Entity and its subconsultants' design shall provide that all surfaces, fixtures and equipment are readily accessible for maintenance, repair or replacement by ladders, power lifts, cat walks, and the like without exceeding the design loads of the floors, roofs, ceilings, and that such access is in conformance with Cal OSHA. All drawings, specifications, structural and electrical design calculations, site data, cost estimates and any other deliverable required by State or Federal law shall comply with applicable State and federal standards. Design-Build Entity shall comply with any other requirements of public or private authorities with jurisdiction over the Project, the drawings and specifications, or tie-ins to the Project. Design-Build Entity shall comply with the applicable standard of care when preparing drawings and specifications to comply with applicable building codes, ordinances, statutes, laws, standards, governmental regulations and private restrictions, including necessary tie-ins, applicable to the Project and the Services, including, but not limited to, those listed in this Contract, all environmental, energy conservation, energy tie-in, and disabled access requirements, regulations and standards of the Fire Marshal or other authorities having jurisdiction over the Project.

Section 8. Design-Build Entity shall perform all services and activities necessary to comply with all applicable governmental regulations and requirements and to obtain all applicable governmental reviews and approvals for and regarding the Work.

Section 9. District at all times shall have the right (but not the duty) to review Design-Build Entity's design work, whether performed by Design-Build Entity or a subconsultant of any tier, and whether in a final or preliminary form, to determine progress and conformance to the requirements of the Contract Documents.

Section 10. Design-Build Entity shall fully coordinate all architectural and engineering disciplines and subconsultants involved in completing the Work. Design-Build Entity's subconsultants shall fully coordinate with Design-Build Entity and all architectural and engineering disciplines and subconsultants involved in completing the Work.

Section 11. Design-Build Entity shall conduct at least monthly design coordination meetings with all subconsultants employed by Design-Build Entity.

Section 12. Design-Build Entity shall present District with monthly design coordination reports. Design coordination reports shall include written verification that all design coordination responsibilities appropriate to the stage of Services have been fulfilled. These reports shall be included with each Design-Build Entity Application for Payment and will be a condition of payment.

Section 13. Design-Build Entity shall complete or cause to be completed all services required under this Agreement in accordance with the Milestone Construction Schedule as well as all approved Project schedules and updates thereto.

Section 14. Design-Build Entity shall adjust and cause its retained subconsultants (and subcontractors, if any) to adjust activities, personnel levels, and the sequence, duration and relationship of services to be performed in a manner that will comply with the approved schedules.

ARTICLE VIII CONSTRUCTION DOCUMENT PHASE

Section 1. After acceptance by District of the Design Development Documents and any other required deliverables in the Design Development Phase (which shall not unreasonably be withheld), and upon written authorization from District, Design-Build Entity shall proceed with the performance of the services called for in the Construction Documents Phase.

Section 2. Design-Build Entity shall submit the deliverables required by the Construction Documents Phase within the stipulated period required in the Project Schedule.

Section 3. On the basis of the District-approved Design Development Documents, Design-Build Entity shall prepare for incorporation in the Contract Documents final Drawings and Specifications (together, "Construction Documents") to show the work to be furnished and performed by Design-Build Entity. Construction Documents shall set forth in detail the requirement for construction of all work to be performed by Design-Build Entity and to obtain all required permits.

Section 4. Construction Documents shall set forth in detail the requirement for construction of all Work to be performed, but shall not supersede the Contract Documents

(including Bridging Documents) where the Contract Documents contain a more stringent requirement.

Section 5. Construction Documents Drawings shall be prepared in accordance with industry standards. Design-Build Entity shall have complete responsibility to secure timely review by all authorities with jurisdiction.

Section 6. The same architectural and engineering team (and team personnel) that prepared the Design Development Documents shall complete the Construction Documents.

Section 7. Construction Documents shall be prepared in full compliance with the Contract Documents (including without limitation Bridging Documents), applicable building codes, ordinances, standards, governmental regulations and private restrictions, applicable to the Work.

Section 8. Design-Build Entity shall make full written disclosure to District, and obtain District's express written approval of any proposed innovative, unique, proprietary, or sole source design features.

Section 9. Design-Build Entity warrants to District that the final design, as expressed in the Construction Documents:

- a. Will be constructible, workable, watertight, and within Design-Build Entity's detailed Project schedule;
- b. Will comply in all respects with the requirements of the Contract Documents (including without limitation Bridging Documents);
- c. Will not call for the use of hazardous or banned materials; and
- d. Will fully comply with applicable building codes, ordinances, standards, governmental regulations, and private restrictions applicable to the Work.

Section 10. Design-Build Entity shall prepare and submit draft Construction Documents at the 50% level of completion to District for review and approval. District shall conduct such review as necessary on the 50% Construction Documents and shall advise Design-Build Entity of any necessary modifications, amendments and additions as reasonably required by District. Following receipt of District's comments, Design-Build Entity shall develop and submit Construction Documents at the 90% level of completion to District for review. District shall conduct such review as necessary on the 90% Construction Documents and shall advise Design-Build Entity of any necessary modifications, amendments and additions as reasonably required by District. Following receipt of District's comments, Design-Build Entity shall complete final Construction Documents. Such complete Construction Documents shall be deemed the Construction Documents for the Project.

Section 11. Upon completion of Construction Documents, Design-Build Entity shall submit such plans for approval to the Division of the State Architect, or such other permitting authority that is in place at the time, and obtain necessary permits for the construction and

operation of the Project as specified in the Construction Documents. During the same time period, Design-Build Entity shall submit the Construction Documents to District for final approval.

Section 12. Design-Build Entity shall secure all necessary permits and approvals, by identifying all necessary permits and approvals, securing necessary forms, and applying for such permits and approvals in Design-Build Entity's name, on the District's behalf. This duty includes, but is not limited to, providing technical criteria, written descriptions and design data for use in filing applications for permits with or obtaining approvals of such governmental authorities as have jurisdiction to approve the design of the Project, and engage in consultations with appropriate authorities.

ARTICLE IX CONSTRUCTION PHASE

Section 1. Upon District's acceptance of Design-Build Entity's Construction Documents for all or any portions of the Work as Design-Build Entity and District may agree, and upon issuance of approval to construct Project by the Division of the State Architect or such other permitting authority that is in place at the time, District will issue a Notice to Proceed for construction, and Design-Build Entity may commence construction of the Project.

Section 2. Design-Build Entity's architectural, design, and engineering subconsultants shall make regular visits to the site at intervals appropriate to the various stages of construction as necessary to assure that construction conforms to the final design as approved.

Section 3. Design-Build Entity's architectural, design and engineering subconsultant shall participate fully in Design-Build Entity's required quality control program and shall have a duty to advise Design-Build Entity and District in writing of any observations of defective work, work not in conformance with Drawings and Specifications, and lack of progress consistent with the schedule of work in areas associated with their services.

Section 4. Design-Build Entity and Design-Build Entity's architectural, design, and engineering subconsultants shall, when requested by District, and working with District's commissioning agent, provide all necessary architectural, design and engineering services, including services of its architectural, design and engineering subconsultants, for:

- a. Refining, adjusting and correcting of any equipment or systems.
- b. Start-up, testing and placing in operation all equipment and systems.
- c. Completion of punchlist work.
- d. Training District's staff to operate and maintain all equipment and systems.
- e. Assist District in developing systems and procedures for control of the operation and maintenance of and record keeping for the Project.

f. Prepare electronic record sets and sets of reproducible record prints or Plans showing those changes made during the construction process, based on the marked-up prints, Plans and other data.

g. Together with District, visit the Project to observe any apparent defects in the completed construction, correct such deficiencies, and supply information as needed regarding replacement, correction, or diminished value of defective work before the expiration of any applicable warranty periods.

Section 5. The following are the objectives of the commissioning process on each commissioned component, equipment, system, or feature:

a. Ensure that commissioned features and systems are properly installed according to the Contract Documents, manufacturers' instructions, and industry accepted minimum standards; and that building systems or components are not compromising performance of the feature.

b. Ensure that Design-Build Entity completes start-up and initial checkout of commissioned features and systems; and that results are clearly documented in accordance with manufacturers' instructions and the Contract Documents.

c. Verify that start-up and initial checkout of all commissioned features and systems are successfully completed using appropriate sampling techniques; and ensure, based on these sampling techniques, that control systems have successfully passed a complete point-to-point checkout and that each control point is commanding, reporting, and controlling according to the intended purpose.

d. Ensure that functional testing of components and systems are prepared, developed, conducted, and documented to test each sequence in the sequence of operations and other significant modes.

e. Ensure that Operation and Maintenance (O&M) documentation is complete, applicable, written and collated as specified.

f. Ensure that Owner's facility personnel responsible for equipment and systems operations are adequately trained.

Section 6. District's right to review Design-Build Entity's design and deliverables, including without limitation Design Development Documents, Construction Documents, shop drawings, samples and Submittals, as specified in the Contract Documents, shall not relieve Design-Build Entity of its responsibility for a complete design and construction complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of District's monitoring and accepting the design as developed and issued by Design-Build Entity, consistent with these Contract Documents. Design-Build Entity's responsibility to design and construct the Project in conformance with the Contract Documents including, but not limited to, the applicable performance standards and any fully executed change orders, shall be absolute. Such duty may not be altered or diminished by any action other than a signed change order.

Section 7. District shall designate a Project Manager, who is authorized to act on District's behalf with respect to Design-Build Entity's Design Services. District or such authorized representative shall facilitate the rendering of required decisions promptly, and where feasible within 10 business days, to avoid unreasonable delay in the progress of Design-Build Entity's services. The parties acknowledge that District may need more than 10 business days for material design decisions. District may delegate all or some of Project Manager's role and function to a separate contractor or to a construction manager. District may change the individual acting as Project Manager and/or the individual or entity acting as a separate contractor or construction manager at any time with notice to Design-Build Entity.

- a. Design-Build Entity shall anticipate that District's decision-rendering processes require various lead times. Design-Build Entity should use established reasonable decision response times.
- b. District shall perform timely reviews of progress documents submitted.
- c. District shall assist Design-Build Entity in its securing of all required approvals and permits from governmental authorities having jurisdiction over the Project.

ARTICLE X SUBCONTRACTORS

Section 1. All subcontracts that were not listed by the Design-Build Entity in its RFP Proposal shall be awarded by the Design-Build Entity in accordance with the Contract Documents and a competitive and transparent procurement process that shall be approved by the District.

Section 2. Design-Build Entity shall, at a minimum, do all of the following:

- a. Provide evidence of best value selection or lowest responsible bidder, as appropriate under applicable law.
- b. Provide a fixed date and time on which the subcontracted work will be awarded.
- c. In a contract between Design-Build Entity and a Subcontractor, and in a contract between a Subcontractor and any subcontractor thereunder, the percentage of the retention proceeds withheld may not exceed the percentage specified in the Contract Documents. If Design-Build Entity provides written notice to any Subcontractor who is not a member of Design-Build Entity, prior to or at the time the Subcontractor's bid is requested, that a bond may be required and the Subcontractor subsequently is unable or refuses to furnish a bond to Design-Build Entity, then Design-Build Entity may withhold retention proceeds in excess of the percentage specified in the Contract Documents from any payment made by Design-Build Entity to the Subcontractor.

Section 3. All Subcontractors bidding on subcontracts shall be afforded the protections contained in Chapter 4 (commencing with Section 4107) of Part 1 of Division 2 of the Public Contract Code. Additionally, without limiting the forgoing, without District's written

approval, Design-Build Entity shall not substitute any other person or firm in place of any Subcontractor (whether to perform Work at the Project Site, Services, or otherwise) listed in the Proposal, or substitute any key personnel identified in Design-Build Entity's Statement of Qualifications. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other person or entity without District's written approval. At District's request, Design-Build Entity shall provide District with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.

Section 4. Subcontract agreements shall preserve and protect the rights of District under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Design-Build Entity shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis Design-Build Entity all the obligations and responsibilities that Design-Build Entity assumes toward District under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Design-Build Entity is subject under the Contract Documents.)

Section 5. Design-Build Entity shall provide for the assignment to District of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guaranties relating to the Work performed by the Subcontractor under the Contract Documents.

Section 6. District shall be deemed to be an intended third-party beneficiary of all Subcontracts (of any tier) for the provision of labor, services, supplies or material to the Project, and each such agreement shall so provide.

Section 7. Design-Build Entity shall promptly pay all subcontractors for work completed in accordance with Contract Documents.

ARTICLE XI CONTRACT AWARD AND COMMENCEMENT OF THE WORK

Section 1. When Design-Build Entity and District have signed the Contract Documents, District will serve a Notice to Proceed upon Design-Build Entity to that effect, either by depositing notice in a post office or post office box regularly maintained by United States Postal Service in a pre-paid wrapper directed to Design-Build Entity at legal address or (at District's option) by delivery by other means authorized for notices under the Contract Documents at legal address.

Section 2. The start date for Contract Time shall be on the date indicated in the applicable Notice to Proceed.

Section 3. Design-Build Entity shall not do any Work at the Project Site prior to the date on which the Contract Time commences to run or prior to receiving a Notice to Proceed with Construction and any work completed before such time shall be at the Design Build Entity's sole risk, including risk of no compensation for such work.

ARTICLE XII

PROJECT MEETINGS AND WEB-BASED PROJECT MANAGEMENT SYSTEM

Section 1. Weekly Progress Meetings will be scheduled throughout duration of Work at a time acceptable to the District. Progress meetings will be held weekly unless otherwise directed by District.

a. Progress meetings shall be attended by Design-Build Entity's job superintendent, major Subcontractors and suppliers, District, and others as appropriate to agenda topics for each meeting.

b. District shall be responsible for running the meetings, preparing the agenda and preparing all meetings minutes.

Section 2. Design-Build Entity shall use *Submittal Exchange*, a District approved project management system that shall upload all Project documents for access by the District in an orderly manner.

ARTICLE XIII

BONDS AND INSURANCE

Section 1. When notified by the District that Design-Build Entity has been awarded the contract, Design-Build Entity shall, within ten (10) days, file with the District the following bonds:

a. Corporate surety bond, in the District provided form of Document (Construction Performance Bond), in the penal sum of 100% of the Guaranteed Maximum Contract Sum, to guaranty faithful performance of the Work; and

b. Corporate surety bond, in the District provided form of Document (Construction Labor and Material Payment Bond), in the penal sum of 100% of the Guaranteed Maximum Contract Sum, to guaranty payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.

Section 2. Sureties shall be satisfactory to District. Corporate sureties on these bonds and on bonds accompanying Proposals shall be duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of A-IX or better.

Section 3. Design-Build Entity shall provide the following minimum insurance amounts:

a. General Liability (including operations, products and completed operations, as applicable): \$2,000,000 per occurrence for bodily injury, personal injury & property damage. If commercial general liability insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Umbrella/Excess Liability: \$1,000,000 Per Occurrence.

- c. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Workers Compensation: As required by the State of California.
- d. Employers' Liability: \$1,000,000 each accident, \$2,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
- e. Errors & Omissions Liability: \$1,000,000 per occurrence and \$2,000,000 aggregate.
- f. Worker's Compensation: As required by State of California.
- g. Builder's Risk: Completed value of Project with no Coinsurance Penalty.

Endorsements shall clearly state that the District is named as an "Additional Insured" under the policy described and that such insurance policy shall be primary to any insurance or self- insurance maintained by the District. Endorsements shall meet all requirements included in the

ARTICLE XIV BRIDGING DOCUMENTS

Section 1. Bridging Documents are intended to describe a functionally complete and operable Project (and all parts thereof) to be designed and constructed in accordance with the requirements of the Contract Documents, including any performance specifications. Design-Build Entity shall have the duty to submit questions related to the Design-Build Entity and shall work cooperatively with the Bridging Architect, as needed toward the successful completion of the Project.

Section 2. The Bridging Drawings are not construction drawings and are not to be used as construction drawings. The Design-Build Entity is required to develop the Construction Drawings for the Project that meet with District's approval. In no instance shall errors, conflicts or ambiguities in the Bridging Documents be used as a basis for a modification to the Contract, where they could have been discovered by the proposing Design-Build Entities and brought to the attention of the District during the Proposal Development period.

Section 3. Design-Build Entity shall perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Design-Build Entity shall interpret words or phrases used to describe work (including services), materials or equipment that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards, including without limitation Title 24 of the California Code of Regulations. The Division and Sections of the Bridging Document Specifications and the identification on any Bridging Document Drawings shall not control the Design-Build Entity in dividing the Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

Section 4. As part of the “Work,” Design-Build Entity shall provide all design services by licensed professionals, labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, shop drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Bridging Documents. Divisions and Specification Sections and the identification on any Drawings shall not control Design-Build Entity in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.

Section 5. Design-Build Entity shall perform reasonably implied parts of Work as “incidental work” although absent from Bridging Documents. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any Work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Bridging Documents or the requirements of Contract Documents including required tasks to be performed under Division 1 of Specifications. Design-Build Entity shall perform incidental work without extra cost to District. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Proposal and Contract Sum.

Section 6. The Bridging Documents are the Bridging Documents issued by District with the Request for Proposal to pre-qualified Design-Build Entities. Bridging Documents were prepared by District to establish the design intent and the minimum requirements for the quality and type of materials to be used in the project. Bridging Documents and any addenda will be used to confirm that Design-Build Entity-prepared Schematic Design Phase documents, Design Development Documents and Construction Documents are in conformance with the design intent and the minimum requirements for the quality and type of materials to be used in the Project.

Section 7. Design-Build Entity has full “turnkey” responsibility to deliver the fully functional, operational Project as referenced in the Contract Documents.

Section 8. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Bridging Documents, or should Design-Build Entity have any questions or requests relating to Bridging Documents, Design-Build Entity shall refer the matter to District, in writing. District will issue with reasonable promptness written responses, clarifications or interpretations as District may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Design-Build Entity. If Design-Build Entity believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Design-Build Entity shall give District prompt written notice. If the parties are unable to agree to the amount or extent of the adjustment, if any, then Design-Build Entity shall perform the Work in conformance with District’s response, clarification, or interpretation and may make a written claim for the adjustment as provided in the Contract Documents.

Section 9. Before undertaking each part of the Work, Design-Build Entity shall carefully study and compare Contract Documents, and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Design-Build Entity shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Design-Build Entity shall not scale measurements. Design-Build Entity shall promptly report to District, with copies to the Inspector, in writing, any conflict, error, ambiguity or discrepancy that Design-Build Entity may discover. Design-Build Entity shall obtain a written interpretation or clarification from District before proceeding with any Work affected thereby. Design-Build Entity shall provide District and Inspector with a follow-up correspondence every ten days until it receives a satisfactory interpretation or clarification.

Section 10. As set forth in Part 1, Title 24, California Code of Regulations, no modification or deviation from the Contract Documents will be permitted unless approved by District or required by a governmental entity. Design-Build Entity must perform design and construction Work in strict accordance with Contract Documents. Design-Build Entity shall review drawings and specifications developed by its subconsultants and design-build subcontractors under this Contract for compliance with the Contract Documents prior to submission to and approval by DSA. No order for any alteration, modification or extra which shall increase or decrease the cost of Work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing, and the order signed by the Design-Build Entity, and certified by the authorized officer representing District. As appropriate, Change Orders changing the approved drawings and technical specifications are subject to approval by the DSA under the procedures prescribed in Section 4-338, Part 1, Title 24, California Code of Regulations.

Section 11. Design-Build Entity shall perform Work in accordance with the Bridging Documents, and approved Drawings and Specifications. Design-Build Entity may deviate from Drawings or the dimensions given in the Drawings, and may deviate from the Specifications, only upon District's advance written approval of the proposed deviation.

ARTICLE XV DISTRICT AND PAYMENT

Section 1. District Representative(s) will have limited authority to act on behalf of District as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by District, District will issue all communications to Design-Build Entity through District Representative, and Design-Build Entity shall issue all communications to District through District Representative in a written document delivered to District. Should any direct communications between Design-Build Entity and District's consultants, architects or Architect/Engineers occur during field visits or by telephone, Design-Build Entity shall immediately confirm them in a written document copied to District.

Section 2. Subject to those rights specifically reserved in the Contract Documents, District will not supervise, or direct, or have control over, or be responsible for, Design-Build Entity's means, methods, techniques, sequences or procedures of construction, or the safety

precautions and programs incident thereto, or Design-Build Entity's failure to comply with laws and regulations applicable to the furnishing or performance of Work. District will not be responsible for Design-Build Entity's failure to perform or furnish the Work in accordance with Contract Documents.

Section 3. Design-Build Entity shall prepare the schedules, submit Applications for Payment and warrant title to all Work covered by each Application for Payment. District will review Design-Build Entity's Applications for Payment and District will a+i4-make payment thereon, and Design-Build Entity shall make payments to Subcontractors, suppliers and others, as required by the Contract Documents and applicable law.

ARTICLE XVI CONTROL OF THE WORK

Section 1. Design-Build Entity is fully responsible for Design-Build Entity's own acts and omissions. Design-Build Entity is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Design-Build Entity.

Section 2. During construction, reconstruction, repair, alteration of or addition to any school building, the DSA, as provided by the Field Act within the California Education Code, shall make such inspection as in its judgment is necessary or proper for enforcement of the Act, and the protection of the safety of pupils, teachers and the public. If at any time as the Work progresses, prior to the issuance of the certificate of compliance, it shall be found that modifications or changes are necessary to secure safety or to comply with code requirements, District or DSA may provide notice of the necessity for such modifications or changes, and Design-Build Entity shall perform all necessary modifications and changes. Additionally, if District or DSA finds that any construction work is being performed in a manner contrary to the provisions of Title 24, California Code of Regulations that would compromise the structural integrity of any building, and issues a stop work order, Design-Build Entity shall comply with the stop work order as required by law.

Section 3. Design-Build Entity shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Design-Build Entity shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Design-Build Entity shall be responsible to see that the completed Work complies accurately with Contract Documents.

Section 4. Design-Build Entity shall designate and keep on the Project Site at all times during Work progress a competent resident Superintendent or Project Manager, who, once designated, shall not be replaced without District's express written consent. The Superintendent or Project Manager shall be Design-Build Entity's representative at the Project Site and shall have complete authority to act on behalf of Design-Build Entity. All communications to and from the Superintendent or Project Manager shall be as binding as if given to or by Design-Build

Entity. Personnel shall be those individuals listed in the RFP, which individuals District reasonably relied upon for the award of the Project to the Design-Build Entity.

Section 5. Work shall be performed under District's general observation and administration. Design-Build Entity shall comply with District's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Design-Build Entity of any obligations or liabilities under the Contract Documents. District's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.

Section 6. District may engage an independent consultant or Architect/Engineer (collectively, "Consultant") to assist in administering the Work. If so engaged, Consultant will advise and consult with District, but will have authority to act on behalf of District only to extent provided in the Contract Documents or as set forth in writing by District. Consultant will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Consultant will not be responsible for or have control over the acts or omissions of Design-Build Entity, Subcontractors or their agents or employees, or any other persons performing Work.

a. Consultant may review Design-Build Entity's submittals, such as Design Development Documents, Construction Documents, Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work, Bridging Documents, and with information given in the Contract Documents.

b. Consultant may conduct inspections to recommend to District the dates that Design-Build Entity has achieved Substantial Completion and Final Acceptance, and will receive and forward to District for review written warranties and related documents required by Contract Documents.

Section 7. During performance of Work, District and its agents, officers, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Design-Build Entity shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as District's interests may require. Other contractors performing work for District may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Design-Build Entity shall have sole care, custody, and control of the Project Site and its Work areas.

Section 8. If, prior to completion and final acceptance of all the Work, District takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating return to Design-Build Entity), then, while District is in possession of the same, Design-Build Entity shall be relieved of liability for loss or damage to such structure other than that resulting from the Design-Build Entity's fault or negligence. Such taking of possession by District shall not relieve the Design-Build Entity from any provisions of the

Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure or facility.

Section 9. If, following installation of any equipment or facilities furnished by Design-Build Entity, defects requiring correction by Design-Build Entity are found, District shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to District.

Section 10. Unless otherwise specified or indicated, Design-Build Entity shall make all necessary connections to existing facilities, including structures, drain lines, and utilities such as water, sewer, gas, telephone, and electric. In each case, Design-Build Entity shall receive permission from District or the owning utility prior to undertaking connections.

Section 11. Design-Build Entity will be responsible for any damage to existing structures, Work, materials, or equipment because of its operations and shall repair or replace any damaged structures, Work, materials, or equipment to the satisfaction of, and at no additional cost to, District.

Section 12. Design-Build Entity shall protect all existing structures and property from damage and shall provide bracing, shoring, or other work necessary for such protection.

Section 13. Design-Build Entity shall be responsible for all damage to streets, roads, curbs, sidewalks, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property, which may be caused by transporting equipment, materials, or workers to or from the Work. Design-Build Entity shall make satisfactory and acceptable arrangements with the agency having jurisdiction over the damaged property concerning its repair or replacement.

Section 14. Design-Build Entity shall take reasonable measures to prevent unnecessary dust.

ARTICLE XVII

DESIGN-BUILD ENTITY'S WARRANTY, GUARANTY, AND INSPECTION OF WORK

Section 1. Design-Build Entity represents and warrants that it is and will be at all times fully qualified and capable of performing every phase of the Work and to complete the Work in accordance with all applicable laws and regulations and terms of the Contract Documents. Design-Build Entity warrants that all design and construction services shall be performed in accordance with generally accepted professional standards of good and sound design and construction practices and all requirements of the Contract Documents. Design-Build Entity warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, architecture and/or engineering, materials, construction and workmanship. Design-Build Entity warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Bridging Documents and all descriptions set forth therein, and all other requirements of Contract Documents. Design-Build Entity shall not be responsible,

however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by Contract Documents.

Section 2. With regard to any guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Design-Build Entity expressly agrees to supply District with all warranty and guaranty documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.

Section 3. Design-Build Entity's operations concerning the Project will not be in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Design-Build Entity claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Design-Build Entity has not complied. If there are any such notices with which Design-Build Entity has complied, Design-Build Entity shall provide District with copies thereof.

Section 4. Design-Build Entity acknowledges DSA inspection requirements, frequency, protocols and practices, applicable to this Project, and shall schedule, coordinate, plan and execute the Work consistent with all such practices.

Section 5. All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by District, its agents, representatives or independent contractors retained by District to perform inspection services, or governmental agencies with jurisdictional interests. Design-Build Entity shall provide them proper and safe conditions for such access and advise them of Design-Build Entity's Project Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, District shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

Section 6. Design-Build Entity shall give District a minimum of two business days' notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

Section 7. District will hire through separate contract, a DSA-certified Inspector of Record for this Project, and a Special Inspection and Materials Testing Laboratory. Upon advance notice, District will endeavor to schedule required inspections, but if resources are not available, Design-Build Entity may need to reschedule the Work at no additional cost to the District. In the event that a scheduled inspection is canceled in less than 24 hours' notice by Design-Build Entity and the District incurs costs associated with the cancellation, Design-Build

Entity will reimburse District for the actual costs of the canceled inspections. The amount will be deducted from payment owed Design-Build Entity.

Section 8. If applicable laws or regulations of any public body (other than DSA) having jurisdiction require any Work (or part thereof) specifically to be inspected, tested or approved by an employee or other representative of such public body, Design-Build Entity shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, and furnish District with the required certificates of inspection, or approval. District will pay the cost of initial testing and Design-Build Entity shall pay all costs in connection with any follow-up or additional testing. Design-Build Entity shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Design-Build Entity's purchase thereof for incorporation in the Work.

Section 9. If Design-Build Entity covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of District, Design-Build Entity shall uncover the Work at District's request. Design-Build Entity shall bear the expense of uncovering Work and replacing Work.

Section 10. In any case where Design-Build Entity covers Work contrary to District's request, Design-Build Entity shall uncover Work for District's observation or inspection at District's request. Design-Build Entity shall bear the cost of uncovering Work.

Section 11. Whenever required by District, Design-Build Entity shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Design-Build Entity. If Work is found to be satisfactory, District, in manner herein prescribed for paying for alterations, modifications, and extra Work, except as otherwise herein specified, will pay for costs associated with such examination.

Section 12. District shall select testing agencies approved by DSA to conduct required tests and inspections for the Project. A list of required structural tests and inspections prepared by Design-Build Entity's and approved by the DSA shall be provided to the designated testing agency, District's representative and Inspector prior to the start of construction. Design-Build Entity may not waive any tests without District consent.

Section 13. The testing agency shall forward the test results to DSA, Design-Build Entity, District and the Project Inspector within 14 days of the date of the test. The testing agency shall forward to the Division of the State Architect a verified report covering all the tests required to be made by that agency during the progress of the Project.

Section 14. Inspection of the Work by or on behalf of District, or District's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Design-Build Entity shall have an absolute duty, in the absence of a written

Change Order signed by District, to perform Work in conformance with the Contract Documents.

Section 15. Any inspection, evaluation, or test performed by or on behalf of District relating to the Work is solely for the benefit of District, and shall not be relied upon by Design-Build Entity. Design-Build Entity shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by District, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Design-Build Entity shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

Section 16. Design-Build Entity shall correct Defective Work promptly upon knowledge of it. If Design-Build Entity fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, District may order Design-Build Entity to replace any Defective Work, or stop any portion of Work to permit District (at Design-Build Entity's expense) to replace such Defective Work. These District rights are entirely discretionary on the part of District, and shall not give rise to any duty on the part of District to exercise the rights for the benefit of Design-Build Entity or any other party.

Section 17. District may direct Design-Build Entity to correct any Defective Work or remove it from the Project Site and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Design-Build Entity shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from moneys due Design-Build Entity, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Design-Build Entity disagrees with District's calculations, it may make a claim as provided in the Contract Documents.

Section 18. With respect to equipment and machinery supplied by Design-Build Entity and incorporated into the Work, if within one year after the date of Final Completion of the portion of the Work incorporating the equipment and/or machinery (or, to the extent expressed by Change Order or Certificate of Final Completion, one year after District's written acceptance of such equipment) any equipment or machinery is found to be defective, Design-Build Entity shall promptly, without cost to District and in accordance with District's written instructions, correct such Defective Work.

Section 19. With respect to structures within the scope of Work, if within one year after the date of Final Acceptance of the Work, or the portion or Phase of the Work as provided in these Contract Documents, any Work is found to be defective, Design-Build Entity shall promptly, without cost to District and in accordance with District's written instructions, correct such Defective Work.

Section 20. Design-Build Entity shall be required to work with District to inspect all work completed ten (10) to eleven (11) months after accepted completion of the Project and before the expiration of any one (1) year warranty periods.

Section 21. Design-Build Entity shall remove any Defective Work rejected by District and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Design-Build Entity fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the Defective Work corrected or the rejected Work removed and replaced.

a. Design-Build Entity shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Design-Build Entity fails to correct Defective Work, or defects are discovered outside the correction period, District shall have all rights and remedies granted by law.

b. Additionally, in special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order or as provided by elsewhere in these Contract Documents.

Section 22. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been removed and replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such removal and replacement has been satisfactorily completed.

Section 23. If following installation of any equipment, machinery, or facilities furnished by Design-Build Entity, defects requiring correction by Design-Build Entity are found, District shall have the right to operate such defective equipment or facilities and make reasonable use thereof until the equipment, machinery, or facilities can be shut down for correction of defects without causing injury to District.

Section 24. District may accept Defective Work. Design-Build Entity shall pay all claims, costs, losses and damages attributable to District's evaluation of and determination to accept such Defective Work. If District accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may deduct from moneys due Design-Build Entity, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Design-Build Entity disagrees with District's calculations, Design-Build Entity may make a claim as provided in the Contract Documents. If District accepts any Defective Work after final payment, Design-Build Entity shall pay to District, an appropriate amount as determined by District.

Section 25. District may correct and remedy deficiency if, after fifteen Days' written notice to Design-Build Entity (or lesser notice if the deficiency poses a direct danger to persons or property at or about the Project Site or if required to comply with any DSA requirement), Design-Build Entity fails to commence to correct Defective Work or to remove and replace rejected Work in accordance with the Contract Documents or provide a plan for correction of Defective Work acceptable to District; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, District may, to the extent reasonably necessary: exclude Design-Build Entity from, and take possession of, all or part of the Project Site and Work and suspend Design-Build Entity's Work related thereto; take possession of all or part of Design-Build Entity's tools, appliances, construction equipment and machinery at the Project Site; and incorporate in Work any materials and equipment stored at the Project Site or for which District has paid Design-Build Entity but which are stored elsewhere. Design-Build Entity shall allow District, its representatives, agents, employees, and other contractors and District's consultants access to the Project Site to enable District to exercise the rights and remedies under this paragraph. Design-Build Entity shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by District in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may deduct from moneys due Design-Build Entity, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Design-Build Entity disagrees with District's calculations, Design-Build Entity may make a claim as provided in the Contract Documents.

Section 26. District's decisions to accept Defective Work or correct Defective Work are subject to approval of DSA, and all other requirements of Title 24, California Code of Regulations.

Section 27. Design-Build Entity shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by District of its rights and remedies under this Article. Where District exercises its rights under this Article, it retains all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Design-Build Entity's right to proceed with the Work under the Contract Documents and/or make a claim or back charge where a Change Order cannot be agreed upon.

Section 28. Inspection by District shall not relieve Design-Build Entity of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments or otherwise shall not operate to waive District's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefor. Design-Build Entity's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless District agrees otherwise in writing.

Section 29. Design-Build Entity shall furnish, in such quantities and sizes as maybe required for proper examination and tests, samples or test specimens of all materials to be used or offered for use in connection with Work. Design-Build Entity shall prepare samples or test specimens at its expense and furnish them to District. Design-Build Entity shall submit all

samples in ample time to enable District to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

Section 30. Test samples or specimens of material for testing shall be taken by the Architect/Engineer, his or her representative, Project Inspector or representative of the testing agency. In no case shall Design-Build Entity or vendor select the sample.

Section 31. In order that District may determine whether Design-Build Entity has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Design-Build Entity shall at any time, when requested, submit to District properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

Section 32. Inspection by District or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by District, any extension of time, any verbal statements on behalf of District or its authorized agents or representatives shall not operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to District herein or therein or any right to damages provided in the Contract Documents. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other subsequent breach.

ARTICLE XVIII DESIGN-BUILD ENTITY'S ORGANIZATION AND EQUIPMENT

Section 1. Address and facsimile number given in Design-Build Entity's Proposal are hereby designated as Design-Build Entity's legal address and facsimile number. Design-Build Entity may change its legal address and facsimile number by notice in writing, delivered to District, which in conspicuous language advises District of a change in legal address or facsimile number, and which District accepts in writing. Delivery to Design-Build Entity's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Design-Build Entity at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Design-Build Entity. Facsimile to Design-Build Entity's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Design-Build Entity.

Section 2. If agreed to by the District and Design-Build Entity, Design-Build Entity shall maintain an office at the Project Site, which office shall be headquarters of a Design-Build Entity representative authorized to transmit to and receive from District, communications, instructions or Drawings. Communications, instructions, or Drawings given to Design-Build Entity's representative or delivered at the Project Site office in representative's absence shall be deemed to have been given to Design-Build Entity.

Section 3. Design-Build Entity shall at all times be represented on Project Site by one or more superintendents, project managers or forepersons authorized and competent to receive and carry out any instructions that District may give, and shall be liable for faithful observance

of instructions delivered to Design-Build Entity or to authorized representative or representatives on Project Site.

Section 4. Supervisors, security guards, safety personnel and employees who have unescorted access to the Project Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

Section 5. Design-Build Entity shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If District notifies Design-Build Entity that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly, disruptive or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing District, or violates sanitary rules, or is otherwise unsatisfactory, and if District requests that such person be discharged from Work, then Design-Build Entity or its Subcontractor shall, after a meet and confer effort, immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of District.

Section 6. Design-Build Entity shall control the conduct of its employees and subcontractors so as to prevent unwarranted interaction initiated by Design-Build Entity's employees or subcontractors with individuals, (except those associated with the Project) at the District campus. Without limitation, unwarranted interaction includes whistling at or initiating conversation with passers-by. In the event that any employee or subcontractor of the Design-Build Entity initiates any unwarranted interaction, Design-Build Entity shall, either upon request of District's Representative or on its own initiative, replace said employee or subcontractor employee with another of equivalent technical skill at no cost to the District.

Section 7. There shall be no smoking outside of the construction site or within any of the District's buildings, including those buildings under construction by Design-Build Entity.

Section 8. Design-Build Entity shall take all reasonable steps necessary to ensure that any of its employees, consultants, subcontractors and suppliers, or any of its subcontractors' employees report for work in a manner fit to do their job. Such employees: (i) shall not utilize tobacco on the Project Site, and (ii) shall not be under the influence of or in possession of any alcoholic beverage or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety at the Project Site is not affected thereby). Design-Build Entity shall advise its employees of these requirements before they enter on the site and shall immediately remove from the site any employee in violation of these requirements as determined by Design-Build Entity or by District. Design-Build Entity shall impose these requirements on its subcontractors.

Section 9. Unless exempted, Design-Build Entity shall comply with the applicable requirements of Education Code sections 45125.1 and 45125.2 with respect to fingerprinting of employees who may have contact with District's pupils, and including but not limited to erecting a fence to minimize proximity to students.

Section 10. The playing of radios, televisions and other portable audio or video players on the Project Site is prohibited at all times.

Section 11. Design-Build Entity shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between District and any owner, former owner or tenant of such land, structure or buildings. Design-Build Entity may not occupy District-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior written approval from District.

ARTICLE XIX PROSECUTION AND PROGRESS OF THE WORK

Section 1. Design-Build Entity shall submit schedules and reports, Shop Drawings and Submittals in the appropriate quantity and within the required time, arrange conferences and meetings and proceed with the Work in accordance with Contract Documents and all written schedules agreed to by the parties during the course of the Work.

Section 2. Prior to receiving a Notice to Proceed with Construction, a preliminary Schedule of Submittals that shall list each required submittal and the times for submitting, reviewing and processing such submittal, shall be approved by the District, which schedule shall be based on the Design Document Submittal Standards included with the RFP.

Section 3. Within 60 Days after issuance of Notice of Award, a preliminary Schedule of Values for all the Work, including detailed breakdown of all design phases to serve as the basis for progress payments during design shall be finalized. At least 30 Days before commencing construction, Design-Build Entity shall submit an updated Schedule of Values based on an agreed upon Contract Sum including additional detail regarding construction activities to be approved by the District. The updated Schedule of Values shall include quantities and prices of items aggregating the agreed upon Contract Sum and shall subdivide into component activities in sufficient detail to serve as the basis for progress payments during construction. Each Schedule of Values shall include an appropriate amount of overhead and profit as a separate work category, a line item for Project Record Documents, and a line item for Project scheduling.

Section 4. Unless otherwise provided in the Contract Documents, at least 15 Days before submission of the first application for payment, a conference attended by Design-Build Entity, District, and others as appropriate, will be held to review for acceptability the schedules submitted and first reviewed at the Preconstruction Conference. Design-Build Entity shall have an additional seven (7) days to make corrections and adjustments and to complete and resubmit the schedules for approval by the District. Schedules shall be updated and completed as required. No progress payment shall be due or owing to Design-Build Entity until the schedules are submitted to and acceptable to District and/or Architect/Engineer as meeting the requirements of the Contract Documents. District's acceptance of Design-Build Entity's schedules will not create any duty of care or impose on District any responsibility for the sequencing, scheduling or progress of Work nor will it interfere with or relieve Design-Build Entity from Design-Build Entity's full responsibility therefor.

Section 5. Before commencing any phase of Work, Design-Build Entity shall inform District in writing as to time and place at which Design-Build Entity wishes to commence Work, and nature of Work to be done, in order that proper adjustments to District operations and notices to occupants may be made, proper provision for inspection of Work may occur, and to assure measurements necessary for record and payment. Information shall be given to District a reasonable time in advance of time at which Design-Build Entity proposes to begin Work, so that District may complete necessary preliminary work without inconvenience or delay to Design-Build Entity.

Section 6. Design-Build Entity shall submit submittals and shop drawings to District (or Architect/Engineer if District so designates) for review in strict accordance with the Contract Documents. Submission of a Shop Drawing shall constitute Design-Build Entity's representation that all requirements have been complied with. All submittals will be identified as District may require.

Section 7. Design-Build Entity shall not perform Work that requires submission of a Shop Drawing or Sample or other submittal prior to submission and favorable review of the Shop Drawing or Sample or submittal (which shall be timely and promptly performed by the District). Where a Shop Drawing or Sample or other submittal is required by Contract Documents or the final Schedule of Submittals accepted by District, any related Work performed prior to District's approval of the pertinent submittal shall be at the sole expense, responsibility and risk of Design-Build Entity.

Section 8. District's review of shop drawings, samples and submittals shall not relieve Design-Build Entity of its responsibility for a complete design complying with the requirements of the Contract Documents; but rather, such review shall be in furtherance of District's monitoring and accepting the design as developed and issued by the Design-Build Entity, consistent with these Contract Documents. Any unreasonable delay in providing review by the District shall be grounds for an extension of Contract Time.

Section 9. Design-Build Entity shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Design-Build Entity of each class of materials, tools and appliances used by Design-Build Entity in Work, and the amount of each class of materials used in each subdivision of Work. Design-Build Entity shall provide District with monthly summaries of this information. If Design-Build Entity maintains or is capable of generating summaries or reports comparing actual Project costs with Proposal estimates or budgets, and if the actual cost comparisons become necessary (in District's sole judgment) in connection with claims or Contract Modifications, Design-Build Entity shall provide District with a copy of such report upon District's request.

Section 10. Design-Build Entity shall maintain daily job reports recording all significant activity on the job, including the number of workers on Project Site, Work activities, problems encountered and delays. Design-Build Entity shall provide District with copies for each Day Design-Build Entity works on the Project, to be delivered to District either the same Day or the following morning before starting work at the Project Site. Design-Build Entity shall

take monthly progress photographs of all areas of the Work. Design-Build Entity shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.

Section 11. District shall have the right to audit and copy Design-Build Entity's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Project Site, including Design-Build Entity's trailer, or other job Project Site office, and this requirement shall be contained in the subcontracts of Subcontractors working on Project Site. By way of example, District shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Proposal and negotiation documents records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Design-Build Entity. District and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this paragraph at any time during the Project and for a period of five years following Final Completion. This right of inspection shall not relieve Design-Build Entity of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

Section 12. Design-Build Entity shall maintain in a safe place at the Project Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to District for reference. Upon completion of the Work, Design-Build Entity shall deliver to District, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

Section 13. Unless otherwise required by District under the terms of Contract Documents, Design-Build Entity shall at all times keep on the Project Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.

Section 14. At any time during progress of Work should Design-Build Entity directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then District may require Design-Build Entity to accelerate the Work and/or furnish additional qualified workers or materials as District may consider necessary, at no cost to District. If Design-Build Entity does not comply with the notice within three Business Days of date of service thereof, District shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as District may elect. District may, at its discretion, exclude Design-Build Entity from the Project Site, or portions of the Project Site or separate work elements during the time period that District exercises this right. District will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing

Work. District will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Design-Build Entity as if paid to Design-Build Entity. Design-Build Entity shall remain liable for resulting delay, including liquidated damages and indemnification of District from claims of others.

ARTICLE XX PAYMENTS AND COMPLETION

Section 1. Work under Contract Documents, or under any Proposal Item, allowance, or alternate, shall include all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of Work, whether or not expressly specified or indicated.

Section 2. No payment shall be made for materials or equipment not yet incorporated into the Work or Work not yet completed, except through written consent of the District.

Section 3. If requested by Design-Build Entity, progress payments will be made monthly in accordance with established Payment Schedule based on completion of certain Milestones to be agreed to by the parties.

a. Within ten Days from issuance of Notice of Award and prior to the Design-Build Entity's first Application for Payment, submit an initial breakdown of Proposal, including detailed breakdown of all design phases.

b. Design-Build Entity's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Proposal Item) and/or other financing, as well as "general conditions costs," (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be a work category with breakdowns as determined by the District so that the sum of all the Schedule of Values line items equals Design-Build Entity's total Contract Sum, less any allowances designated by District.

c. District will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by District, District will accept this Schedule of Values for use.

d. District will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to District.

Section 4. Design-Build Entity shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices and shall not submit any applications for payment in violation of the California False Claims Act and other applicable statutes.

a. On or before the 20th of the month, Design-Build Entity shall meet with the District's Representative and the Inspector of Record, if directed by the District, with proposed "pencil copy" of Application for Payment indicating % complete for each value. Application for Payment shall include % complete for each value as agreed in the pre-Application meeting.

b. On or before the 25th Day of each month (but after District's receipt of the updated Progress Schedule), Design-Build Entity shall submit to District one copy of an Application for Payment for the cost of the Work put in place during the period from the first Day of the previous month to the last Day of the current month, along with one copy of the District-approved updated Schedule. Such Applications for Payment shall be for the total value of activities completed or partially completed, including approved activity costs, based upon Schedule of Values prices (or Proposal item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. Design-Build Entity shall submit in a form acceptable to District an itemized cost breakdown of Design-Build Entity's record of Cost of the Work together with supporting data and any certification required by District. If Design-Build Entity is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period.

Section 5. At the time any Application for Payment is submitted, certify in writing the accuracy of the Application and that Design-Build Entity has fulfilled all scheduling requirements, including updates and revisions, and that the Application for Payment does not include Work which has already been paid for in violation of the False Claims Act. A responsible officer of Design-Build Entity shall execute the certification.

Section 6. District shall be entitled to withhold a maximum amount of \$10,000.00 per month should Design-Build Entity not provide all contractually required, acceptable schedule update information. Before withholding any amount under this provision, District shall provide Design-Build Entity adequate and reasonable time to provide all acceptable schedule update information and/or to correct any asserted deficiencies in its supplied schedule update information.

Section 7. District will review Design-Build Entity's Application for Payment following receipt. If adjustments need to be made to percent of completion of each activity, District will make appropriate notations and return to Design-Build Entity. Design-Build Entity shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.

a. Each Application for Payment may be reviewed by District and/or inspectors to determine whether the Application for Payment is proper, and shall be rejected, revised, or approved by District pursuant to the Schedule of Values prepared.

b. If it is determined that the Application for Payment is not proper and suitable for payment, District will return it to the Design-Build Entity as soon as practicable, but no later than seven (7) days after receipt, together with a document setting forth in writing the

reasons why the Application for Payment is not proper. If District determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then District may approve the other portions of the Application for Payment, and in the case of disputed items or defective Work not remedied, may withhold up to 100 percent of the disputed amount from the progress payment.

Section 8. As soon as practicable after approval of each Application for Payment for progress payments, District will pay to Design-Build Entity in manner provided by law, an amount equal to 95 percent (95%) of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of District, Work is not proceeding in accordance with Contract, or Design-Build Entity is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.

Section 9. Before any progress payment or final payment is due or made, Design-Build Entity shall submit satisfactory evidence that Design-Build Entity is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work (unless said delinquency is due to District's failure to timely and fully pay Design-Build Entity). This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. If District is notified of impropriety of Design-Build Entity's payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into work and previously paid to Design-Build Entity, District may elect in its sole discretion to pay progress payments by joint check to Design-Build Entity and each Subcontractor having an interest in that progress payment in such amount.

Section 10. District reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of District, are not adequately and properly protected against weather and/or damage prior to or following incorporation into the Work.

Section 11. Granting of progress payment or payments by District, or receipt thereof by Design-Build Entity, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Design-Build Entity to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.

Section 12. When District shall charge sum of money against Design-Build Entity under any provision of Contract Documents, amount of charge shall be deducted and retained by District from amount of next succeeding progress payment or from any other moneys due or that may become due Design-Build Entity under Contract. If, on completion or termination of Contract, such moneys due Design-Build Entity are found insufficient to cover District's charges against it, District shall have right to recover balance from Design-Build Entity or Sureties.

Section 13. In accordance with the Public Contract Code, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:

a. At request and expense of Design-Build Entity, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Design-Build Entity and District which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Design-Build Entity. Upon satisfactory completion of Contract, securities shall be returned to Design-Build Entity.

b. Alternatively, Design-Build Entity may request and District shall make payment of retentions earned directly to the escrow agent at the expense of Design-Build Entity. At the expense of Design-Build Entity, Design-Build Entity may direct the investment of the payments into securities and receive the interest earned. Upon satisfactory completion of Contract Documents, Design-Build Entity shall receive from escrow agent all securities, interest, and payments received by the escrow agent from District and promptly pay to each Subcontractor the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Design-Build Entity.

c. Design-Build Entity shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.

d. Enter into escrow agreement as authorized under Public Contract Code specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Design-Build Entity, and termination of escrow upon completion of Contract Documents.

Section 14. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, training record documents and Design-Build Entity maintenance after Final Acceptance, District will pay to Design-Build Entity, in manner provided by law, unpaid balance of Contract Sum of Work (including without limitation retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

a. Prior progress payments shall be subject to correction in the final payment. District's determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by Design-Build Entity under Contract Documents and shall be full measure of compensation to be received by Design-Build Entity.

b. Design-Build Entity and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to District's obligation to make final payment, discharging District, its officers, agents, employees, and consultants of and from liabilities, obligations, and claims arising under Contract Documents.

Section 15. Payment will be made by District, based on District's observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that District has:

- a. Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
- b. Reviewed construction means, methods, techniques, sequences, or procedures;
- c. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by District to substantiate Design-Build Entity's right to payment; or
- d. Made examination to ascertain how or for what purpose Design-Build Entity has used money previously paid on account of the Contract Sum.

Section 16. Upon acceptance of the Project as complete at the sole discretion of the District, a Notice of Completion shall be filed.

ARTICLE XXI

DESIGN-BUILD ENTITY TO LOCATE UNDERGROUND FACILITIES

Section 1. During construction, Design-Build Entity shall comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:

“Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation.”

Section 2. At all times during construction, all operating Underground Facilities shall remain in operation, unless the Contract Documents expressly indicate otherwise. Design-Build Entity shall maintain such Underground Facilities in service where appropriate; shall repair any damage to them caused by the Work; and shall incorporate them into the Work, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Design-Build Entity shall take immediate action to restore any in service installations damaged by Design-Build Entity's operations.

ARTICLE XXII NODISRUPTION TO DISTRICT OPERATIONS

Design-Build Entity shall schedule and execute all Work in a manner that does not interfere with or disrupt District operations, including but not limited to, parking, utilities (electricity, gas, water), noise, access by students, faculty, other employees and administration, access by vendors and any other person or entity using District facilities or doing business with District. Design-Build Entity shall produce and supply coordination plans and requests to District, following District procedures, for all necessary interference of construction with District, which District will reasonably cooperate with.

ARTICLE XXIII DISPUTE RESOLUTION

Section 1. If either Party possesses a claim or dispute with respect to the duties and responsibilities required under this Agreement, that Party shall give the other written notice and demand an informal conference to meet and confer for settlement of the issues in dispute. Notice shall be given within fifteen (15) calendar days of knowledge of the claim or dispute. Upon receipt of a Party's demand, the other Party shall schedule a meet and confer conference, to take place within thirty (30) calendar days, at a time and location convenient to all Parties. Senior representatives of District and Design-Build Entity, with the authority to settle on the Party's behalf, will attend the meet and confer conference, in good faith, in an attempt to resolve any controversy or claim between the Parties. Attendance at this conference shall be a condition precedent to the initiation of mediation or a civil action.

Section 2. If the dispute remains unresolved after such meet and confer conference, either Party may seek resolution through referral to non-binding mediation. The mutually agreed to mediator must have a minimum of five (5) years' experience in the delivery of public construction projects (value of \$10 million or more).

Section 3. If the dispute remains unresolved following non-binding mediation, then before seeking judicial resolution of the dispute in an appropriate court of the State of California, Construction Manager must comply with Government Code section 900 *et seq.*

Section 4. In the event of a dispute between the Parties as to performance of the Work or the interpretation of the project documents, including this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute as expeditiously as possible and in accordance with this Article XVI. Pending resolution of any dispute, Construction Manager agrees to continue the work diligently to completion as if no dispute existed.

ARTICLE XXIV LEGAL AND INDEMNIFICATION

Section 1. Design-Build Entity shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall, to the greatest extent

permitted by law, protect and indemnify District and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Design-Build Entity or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.

Section 2. Design-Build Entity shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable), pay all charges and fees, including fees for street opening permits, comply with, implement and acknowledge effectiveness of all permits, initiate and cooperate in securing all required notifications or approvals therefore, and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. District will pay applicable building permits, school, sanitation and water fees, except as otherwise provided in the Contract Documents. If, under federal excise tax law, any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purpose of such exemption, and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any Proposal price. Design-Build Entity shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Design-Build Entity shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where District may have already obtained permits for the Work.

Section 3. Except to the extent caused by their sole negligence, willful misconduct or active negligence, District and each of its officers, employees, consultants and agents including, but not limited to the Board, Bridging Architect, and each District Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever, attributable to performance or character of the Work, and Design-Build Entity releases all of the foregoing persons and entities from any and all such claims.

Section 4. Subject to the provisions of Civil Code Section 2782.8, the Design-Build Entity agrees to and does hereby indemnify, hold harmless and defend District and its officers, agents and employees, including but not limited to the Board, Bridging Architect, and each District representative, from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever, to the extent incurred by reason of

a. Liability for damages for: (1) death or bodily injury to person; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising out of (1) or (2) above, sustained by the Design-Build Entity or any person, firm or corporation employed by the Design-Build Entity, either directly or by independent contract, upon or in connection with the SERVICES called for in this Agreement, however caused, except to the extent liability for damages referred to above result from the negligence or willful misconduct of the District or its

officers, employees or agents or of other third parties for which the Design-Build Entity is not legally liable.

b. Any injury to or death of any person, including the District or its officers, agents and employees, or damage to or loss of any property caused by any negligent act, default, or omission of the Design-Build Entity, or any person, firm or corporation employed by the Design-Build Entity, either directly or by independent contract, arising out of, or connected with, the SERVICES covered by this Agreement, whether said injury or damage occurs either on or off District's property, except to the extent liability for damages results from the negligence or willful misconduct of the District or its officers, employees or agents or of other third parties for which the Design-Build Entity is not legally liable. The duty to indemnify, hold harmless and defend the District shall also extend to claims arising solely from the professional negligence, errors or omissions of Design-Build Entity. In all other cases Design-Build Entity's obligation to indemnify for claims based upon professional negligence, errors or omissions, does not include the obligation to defend actions or proceedings brought against Indemnified Parties, but rather to reimburse the Indemnified Parties as damages attorney's fees and legal costs incurred by Indemnified Parties in defending such actions or proceedings brought against Indemnified Parties to the extent caused by Design-Build Entity; but not for any loss, injury, death or damage caused by the negligence or willful misconduct of Indemnified Parties or of other third parties for which Design-Build Entity is not legally liable, or for defects in design supplied by District. Design-Build Entity may satisfy its defense obligation to Owner at the time of any judgment or settlement.

c. Any liability for damages, which may arise from the furnishing or use of any copyrighted or uncopyrighted matter or patented or unpatented invention under this Agreement.

Section 5.

Section 6. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Design-Build Entity, its Subcontractors of any tier, or the officers or agents of any of them.

Section 7. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782 and, if and to the extent applicable, Civil Code Section 2782.8, the indemnification provisions, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(is) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Design-Build Entity fails to perform any of these defense or indemnity obligations, District may in its discretion back charge Design-Build Entity for District's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.

Section 8. The indemnification provisions of this Contract as reflected in the Contract Documents shall not apply to any indemnified party to the extent of its active

negligence or willful misconduct; nor shall they apply to District or other indemnified party to the extent of its active negligence.

ARTICLE XXV SUSPENSION OF WORK AND TERMINATION

Section 1. District may, without cause, order Design-Build Entity in writing to suspend, delay or interrupt Work in whole or in part for such period of time as District may determine. An adjustment shall be made for increases in cost or timing of performance of Work of the Contract Documents caused by any such suspension, delay or interruption, calculated using the measures agreed to by the Parties. No adjustment shall be made to extent that:

- a. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Design-Build Entity is responsible; or
- b. An equitable adjustment is made or denied under any other provision of Contract Documents; or
- c. The suspension of Work was the direct or indirect result of Design-Build Entity's failure to perform any of its obligations hereunder.
- d. District was not able to secure funding for the completion of the Project.

Section 2. Termination Of Contract For Cause. District may declare Design-Build Entity in default of Contract Documents and District may terminate Design-Build Entity's right to proceed under the Contract Documents for cause:

- a. Should Design-Build Entity make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a voluntary petition in bankruptcy; be adjudged a bankrupt or insolvent; be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 Days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; file any answer admitting or not contesting the material allegations of a petition filed against Design-Build Entity in any such proceeding; or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Design-Build Entity or of all or any substantial part of its properties or if Design-Build Entity, its directors or shareholders, take action to dissolve or liquidate Design-Build Entity; or
- b. Should Design-Build Entity commit a material breach of the Contract Documents. If District declares Design-Build Entity in default due to material breach, however, District must allow Design-Build Entity an opportunity to cure such breach within ten Days of the date of notice from District to Design-Build Entity providing notice of the default; or, if such breach is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Design-Build Entity to avail itself of a time period in excess of ten Days, Design-Build Entity must provide District within the ten- Day period with a written plan ("cure plan") acceptable to District to cure said breach which includes, for example, evidence of necessary resources, actual Subcontractor commitments,

actual labor commitments, schedules and recovery schedules meeting Contract Document requirements and showing a realistic and achievable plan to cure the breach. Design-Build Entity must then diligently commence and continue such cure according to the written cure plan); or

c. Should Design-Build Entity violate or allow (by a Subcontractor or other person or entity for which Design-Build Entity is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten Days of the date of the notice from District to Design-Build Entity demanding such cure; or, if such violation is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Design-Build Entity to avail itself of a time period in excess of ten Days, Design-Build Entity shall provide District within the ten-Day period with a written plan to cure said violation acceptable to District, and then diligently commence and continue performance of such cure according to the written plan.)

d. If District at any time reasonably believes that Design-Build Entity is or may be in material default under the Contract Documents as provided above, then District may in its sole discretion notify Design-Build Entity of this fact and request written assurances from Design-Build Entity of performance of Contract Documents and a written plan from Design-Build Entity to remedy any default under the terms of Contract Documents which District may advise Design-Build Entity of in writing. Design-Build Entity shall, within 10 Days of District's request, deliver a written cure plan which meets the requirements of the written cure plan as defined above. Failure of Design-Build Entity to provide such written assurances of performance and the required written cure plan within ten Days of request will constitute a material breach of Contract Documents sufficient to justify termination for cause.

e. In event of termination for cause, District will immediately serve written notice thereof upon Surety and Design-Build Entity. Surety shall have the rights and obligations set forth in the Construction Performance Bond. Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default thereunder), District may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.

f. In the event of termination by District for cause District will compensate Design-Build Entity for the value of the Work delivered to District upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Design-Build Entity provides District with updated as-builts and Project Record Documents showing the Work performed up to the date of termination. However, District will not compensate Design-Build Entity for its costs in terminating the Work or any cancellation charges owed to third parties.

(i) Design-Build Entity shall deliver to District possession of the Work in its then condition including, but not limited to, all designs, architectural and engineering, Project records, Project Record Documents, cost data of all types, Bridging Documents and contracts with vendors and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at

the end of the construction period. Design-Build Entity shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. Design-Build Entity shall not be liable for any modification or change to any work, materials, or equipment occurring subsequent to such termination. The provisions of this subparagraph shall not be interpreted to diminish any right which District may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Design-Build Entity shall compensate District for all loss, cost, damage, expense, and/or liability suffered by District as a result of such termination and failure to comply with Contract Documents.

(ii) District's rights under this subparagraph shall be specifically enforceable to the greatest extent permitted by law. District shall, to the extent applicable, have all other rights and remedies set forth in any Proposing Document.

g. District may terminate portions or parts of the Work for cause, provided these portions or parts (1) have separate geographic areas from parts or portions of the Work not terminated or (2) are limited to the work of one or more specific trades or Subcontractors.

h. In the event a termination for cause is later determined to have been made wrongfully or without cause, then Design-Build Entity shall have no greater rights than if a termination for convenience had been effected (to include, as appropriate, the recovery rights specified therefore). Any Design-Build Entity claim arising out of a termination for cause, however, shall be made in accordance with the Contract Documents. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Design-Build Entity.

Section 3. Termination Of Contract For Convenience. District may terminate for convenience performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever District shall determine that termination is in District's best interest. Termination for convenience may only be effected by District delivering to Design-Build Entity written "Notice of Termination for Convenience" specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination. After receiving a notice of termination for convenience under this subparagraph, and except as otherwise directed by District, Design-Build Entity shall:

a. Stop Work under the Contract Documents on date and to extent specified in notice of termination for convenience;

b. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;

c. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;

d. Assign to District in manner, at times, and to extent directed by District, all right, title, and interest of Design-Build Entity under orders and subcontracts so terminated. District shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;

e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of District to extent District may require. District's approval or ratification shall be final for purposes of this subparagraph;

f. Transfer title to District, and deliver in the manner, at the times, and to the extent, if any, directed by District, all fabricated or un-fabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to District;

g. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that District directs or authorizes, any property of types referred to in subparagraph, but Design-Build Entity shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by District. Proceeds of transfer or disposition shall be applied to reduce payments to be made by District to Design-Build Entity under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as District may direct;

h. Complete performance of the part of the Work which was not terminated by the notice of termination; and

i. Take such action as may be necessary, or as District may direct, to protect and preserve all property related to Contract Documents which is in Design-Build Entity's possession and in which District has or may acquire interest.

Section 4. After receipt of a notice of termination for convenience, Design-Build Entity shall submit to District its termination for convenience claim. Design-Build Entity's termination claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. Design-Build Entity and District may agree upon the whole or part of the amount or amounts to be paid to Design-Build Entity because of a total or partial termination of Work for convenience. If Design-Build Entity and District fail to agree on the whole amount to be paid to Design-Build Entity because of the termination of the Work under this subparagraph, District's total liability to Design-Build Entity by reason of the termination shall not exceed the total (without duplication of any items) of:

a. The reasonable cost to Design-Build Entity, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Design-Build Entity, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in District's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated

reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.

b. A reasonable allowance for profit on actual and allowable cost of Work performed as determined under this subparagraph, provided that Design-Build Entity establishes to District's satisfaction that Design-Build Entity would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.

c. Reasonable costs to Design-Build Entity of handling material returned to vendors, delivered to District or otherwise disposed of as directed by District.

d. A reasonable allowance for Design-Build Entity's internal administrative costs in preparing termination claim.

e. Except as provided in this subparagraph, District shall not be liable for costs incurred by Design-Build Entity or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Design-Build Entity's Proposal, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.

f. District shall have no obligation to pay Design-Build Entity under this subparagraph unless and until Design-Build Entity provides District with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.

g. In arriving at the amount due Design-Build Entity under this clause, there shall be deducted in whole (or in the appropriate part[s] if the termination is partial):

(i) All unliquidated advances or other payments on account previously made to Design-Build Entity, including without limitation all payments applicable to the terminated portion of Contract Documents;

(ii) Any claim which District may have against Design-Build Entity in connection with Contract Documents; and

(iii) The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Design-Build Entity or sold under provisions of this subparagraph, and not otherwise recovered by or credited to District.

Section 5. In event of termination, Design-Build Entity hereby assigns to District each Subcontract for a portion of the Work (including Services), provided that:

a. The assignment is effective only after District's termination of Design-Build Entity's right to proceed under the Contract Documents.

b. The Assignment is effective only for the Subcontracts which District expressly accepts by notifying the Subcontractor in writing.

c. The assignment is subject to the prior rights, if any, of the Surety, where the Surety exercises its rights to complete the Contract;

d. After the effectiveness of an assignment, Design-Build Entity shall, at its sole cost and expense, sign all instruments and take all actions reasonably requested by District to evidence and confirm the effectiveness of the assignment in District; and

e. Nothing in this subparagraph shall modify or limit any of Design-Build Entity's obligations to District arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

ARTICLE XXVI PATENTS

Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Proposal price for doing the Work. To the greatest extent permitted by law, Design-Build Entity shall defend, indemnify and hold harmless District and each of its officers, employees, consultants and agents, including, but not limited to, the Board, Architect/Engineer and each District representative, from all damages, claims for damages, costs or expenses in law or equity, including attorneys' fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, royalties, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Design-Build Entity agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

ARTICLE XXVII SUBSTITUTION FOR PATENTED AND SPECIFIED ARTICLES

Except as noted specifically in Bridging Documents, whenever in Bridging Documents, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words "or equal." Design-Build Entity may offer any substitute material or process that Design-Build Entity considers equal in every respect to that so designated and if material or process offered by Design-Build Entity is, in opinion of District, equal in every respect to that so designated, its use will be approved. A substitution will be approved only if it is a true "equal" item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design. The foregoing limited right to an "or equal" substitution shall not apply to any material or process which is designated in the approved Drawings and Specifications by patent or proprietary name or by name of manufacturer. Additionally, any substitution under this paragraph may require DSA approval.

ARTICLE XXVIII INTEREST OF PUBLIC OFFICERS

No representative, officer, or employee of District, no member of the governing body of the locality in which the Project is situated, no member of the locality in which District was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

ARTICLE XXIX OWNERSHIP OF DOCUMENTS

The architectural and/or engineering analysis, Bridging Documents for the Project, including without limitation Bridging Documents, Design Development Documents and Construction Documents, that are prepared pursuant to the Contract Documents are and shall remain the property of District. Design-Build Entity hereby does and shall cause all Subcontractors and others who prepared such design documents for the Project to transfer, convey, and assign to District all rights throughout the world in the nature of copyright and trademark in and to all versions of such design documents, including but not limited to the Contract Documents, but only to the extent such materials apply to District and/or to the Project. District shall have the right to distribute, copy or to cause the distribution and copying of such Bridging Documents to third parties as may reasonably be necessary in connection with the Project.

Any and all artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Design-Build Entity or its Subcontractors or designers in connection with services performed under this Contract shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of District. In the event that it is ever determined that any works created by Design-Build Entity or its Subcontractors or designers under this Contract are not works for hire under U.S. law, Design-Build Entity hereby assigns all copyrights to such works to District. With the prior written approval of District, Design-Build Entity may retain and use copies of such works for reference and as documentation of its experience and capabilities.

ARTICLE XXX MODIFICATIONS OF CONTRACT DOCUMENTS

Section 1. As provided in the California Code of Regulations, no modification or deviation from the DSA approved Drawings and Specifications will be permitted except by written addenda, written Change Order or written Supplemental Instruction. Design-Build Entity shall aggressively plan and schedule its work, and coordinate with District and DSA, schedule RFI's and work inspections and progress, to avoid any delays or disruptions to the Work resulting from DSA requirements.

Section 2. District may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, contract or otherwise change the Contract Sum and Time; delete any item or portion of the Work; and require extra Work. Design-Build Entity shall perform such Work under applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, District reserves the right to furnish all or portions of associated labor, material, and equipment, which Design-Build Entity shall accept and use without payment for costs, markup, profit, or otherwise for such District-furnished labor, materials, and equipment.

Section 3. District may make changes to the Work during the course of construction to bring the Work into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after the Contract has been awarded. Design-Build Entity shall be compensated for changes affecting the Contract Time or Contract Sum of the Work.

Section 4. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased by the amount that Design-Build Entity and District may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then District will reach a determination, which shall be final, subject to Design-Build Entity's rights to file a claim.

Section 5. Design-Build Entity shall, upon District's request, permit inspection of the original unaltered Proposal estimate, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its cost proposal or claims arising from changes in the Work.

Section 6. Changes in the Work made pursuant to this Article and extensions of Contract Time necessary by reason thereof shall not in any way release the guaranties and warranties given by Design-Build Entity pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.

Section 7. If Design-Build Entity requests compensation for delay to the construction, then Design-Build Entity shall prove and document actual costs plus markup per the cost categories and procedures in order to request, claim or prove compensation for delay.

Section 8. Contract Time may only be changed by Change Order or by Contract Modification, and all time limits stated in the Contract Documents are of the essence of Contract Documents. Contract Time will be adjusted in an amount equal to the time lost due to:

- a. Changes in the Work ordered by District;
- b. Negligence by a contractor or other third party not under the control of the Design Build Entity,

c. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this subparagraph, earthquakes, civil or labor disturbances, strikes or acts of God, provided damages resulting therefrom are not the result of Design-Build Entity's failure to protect the Work as required by Contract Documents.

Section 9. Contract Time shall not be extended for any cause identified immediately above, however, unless:

a. Design-Build Entity actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Design-Build Entity's control and due to reasons for which Design-Build Entity is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Design-Build Entity);

b. A claim for delay is made as provided herein; and

c. Design-Build Entity submits a Time Impact Evaluation that demonstrates actual delay to critical Work activities that actually delay the progress of the Work in the amount of time requested.

Section 10. Within seven Days of the beginning of any delay, Design-Build Entity shall notify District in writing, by submitting a notice of delay, describing all anticipated delays resulting from the delay event in question. Any request for extension of time shall include a written schedule document that demonstrates delay to the critical path using a Time Impact Evaluation. District will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this subparagraph.

Section 11. Where Design-Build Entity is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both District and Design-Build Entity (including, but not limited to, adverse weather conditions exceeding Contract Documents parameters, earthquakes, Acts of God, epidemics, and acts of other contractors or utilities) an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation) shall be Design-Build Entity's sole and exclusive remedy for such delays.

Section 12. Design-Build Entity shall take reasonable steps to mitigate potential weather delays, such as dewatering the Project Site, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for District to not grant a time extension due to adverse weather, where Design-Build Entity could have avoided or mitigated the potential delay by exercising reasonable care.

Section 13. The maximum rain days per month are to be included in the Contractor's Project Schedule. The listed monthly allowances are work days and will be allocated in accordance with the procedures in this Article upon agreement between the Contractor and the Construction Manager at the end of each month according to each party's daily log. "Left over rain days" (i.e. "maximum rain days per the month" less "actual rain days in the same month") in

any given month shall not be carried over to any other month but shall become float days at the end of the Project Schedule.

ARTICLE XXXI LIQUIDATED DAMAGES

Time is of the essence in the performance of the Work. Execution of Contract Documents by Design-Build Entity shall constitute acknowledgement by Design-Build Entity that Design-Build Entity understands, has ascertained and agrees that District will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Design-Build Entity and District agree that specified measures of liquidated damages shall be presumed to be the damages actually sustained by District as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by District for increased Project administration expenses, including extra inspection, construction management and architectural and engineering expenses related to the Project and Contract Documents because Design-Build Entity failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof.

Liquidated damages shall not be deemed to include within their scope additional damages or administrative costs arising from Defective Work, cost of completion of the Work, claims and fines of regulatory agencies, damages suffered by others or other forms of liability claimed against District as a result of delay (e.g., delay or delay related claims of other contractors, subcontractors or tenants), and defense costs thereof.

District may deduct from any money due or to become due to Design-Build Entity subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Design-Build Entity fall behind the approved Progress Schedule in circumstances where it is substantially likely that District will be entitled to assess liquidated damages, District may deduct liquidated damages based on its estimated period of late completion. District need not wait until Final Completion to withhold liquidated damages from Design-Build Entity's progress payments. Should money due or to become due to Design-Build Entity be insufficient to cover aggregate liquidated damages due, then Design-Build Entity forthwith shall pay the remainder of the assessed liquidated damages to District.

ARTICLE XXXII DIFFERING SITE CONDITIONS

Section 1. In the event that Design-Build Entity encounters underground conditions that exceed the scope of the Work, then Design-Build Entity shall promptly give District written notice of the condition, and shall give such notice before the conditions are disturbed, to include: (1) material that the Design-Build Entity believes may be material that is hazardous waste, (2) subsurface or latent physical conditions at the Project Site differing from those indicated by information about the Project Site made available to Design-Build Entities prior to the deadline

for submitting Proposals, that Design-Build Entity did not and could not have known about by performing its required pre-Proposal investigations; or (3) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for the contract, that Design-Build Entity did not and could not have known about by performing its required pre-Proposal investigations.

Section 2. District shall promptly investigate the conditions, and if it finds that (i) the conditions do materially so differ in a manner Design-Build Entity did not anticipate and could not have anticipated, or do involve hazardous waste outside the scope of the Work, and (ii) cause a decrease or increase in the Design-Build Entity's cost of, or the time required for, performance of any part of the Work, then (iii) District shall initiate a change order under the procedures described in the Contract, including but not limited to, issuing either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents.

Section 3. If District determines that physical conditions at the Project Site are not Latent or are not materially different from those indicated in Contract Documents or do not involve hazardous waste, or that Design-Build Entity should have anticipated the same through its required pre-Proposal investigations, or for any other reason that that no change in terms of the Contract Documents is justified, District will so notify Design-Build Entity in writing, stating reasons.

Section 4. In the event that a dispute arises between District the Design-Build Entity whether the conditions do materially so differ, or involve hazardous waste, and cause a decrease or increase in the Design-Build Entity's cost of, or the time required for, performance of any part of the Work, the Design-Build Entity shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Design-Build Entity shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between contracting parties.

Section 5. Design-Build Entity shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials, claimed Latent or materially different Project Site conditions (whether above or below grade) if:

a. Design-Build Entity knew of the existence of such conditions at the time Design-Build Entity submitted its Proposal; provided, that this requirement shall not apply if the condition results from the District's failure to timely address a known condition which is expressly outside the scope of Design-Build Entity's Work;

b. Design-Build Entity should have known of the existence of such conditions at the time Design-Build Entity submitted its Proposal, or should have learned of such conditions and mitigated their impact, as a result of having complied with the requirements of Contract Documents;

ARTICLE XXXIII WORKING CONDITIONS

Section 1. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Design-Build Entity shall furnish toilets for use of Design-Build Entity's and Subcontractors' employees on the Project Site where needed, and their use shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to District's approval.

Section 2. Design-Build Entity shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by District, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Design-Build Entity shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.

Section 3. During the progress of the Work, Design-Build Entity shall keep the Project Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Design-Build Entity shall remove all waste materials, rubbish and debris from and about the Project Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Design-Build Entity shall leave the premises clean and ready for occupancy by District at Substantial Completion of Work. Design-Build Entity shall restore to original condition all property not designated for alteration by Contract Documents.

Section 4. Design-Build Entity shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Design-Build Entity subject any part of Work or adjacent property to stresses or pressures that will endanger it. Design-Build Entity shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

Section 5. Design-Build Entity shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with Work. Design-Build Entity shall comply with all safety requirements specified in any safety program established by District, or required by state, federal or local laws and ordinances. Design-Build Entity shall be responsible for all damage to Work, property or structures, all injuries to persons, and all damage and interruptions to District's operations, arising from the performance of Work of the Contract Documents. Except as otherwise expressly approved by District in writing, Design-Build Entity shall at all times perform all Work in a manner which does not interrupt, damage or otherwise adversely impact any facilities, operations, or real or personal property of District, its officers, employees, agents, invitees, licensees, lessees or contractors.

Section 6. Design-Build Entity shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design-Build Entity shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

Section 7. Design-Build Entity shall remedy all damage, injury, loss or interruption to any property or operations of District or contiguous property owners, caused, directly or indirectly, in whole or in part, by Design-Build Entity, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Design-Build Entity's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. District and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Design-Build Entity's Work. Design-Build Entity shall give all notices required by potentially responsible insurance carriers and require that its Subcontractors and suppliers do the same.

Section 8. Design-Build Entity shall designate a qualified and experienced safety representative at the Project Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

Section 9. District may, at its option, retain such moneys due under the Contract Documents as District deems necessary until District receives satisfactory evidence that any and all suits or claims against Design-Build Entity for injury to persons, property or operations are either settled, or adequately provided for (such as by insurance or otherwise).

Section 10. Design-Build Entity shall ensure that its and each tier of Subcontractors' employees, agents and invitees comply with applicable health and safety laws while at the Project Site. These laws include the Occupational Safety and Health Act of 1970 and rules and regulations issued pursuant thereto, and District's safety regulations as amended from time to time. Design-Build Entity shall comply with all District directions regarding protective clothing and gear.

Section 11. Design-Build Entity shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Project Site. Design-Build Entity shall notify District, in writing, of the existence of hazardous conditions, property or equipment at the Project Site that are not under Design-Build Entity's control. Design-Build Entity shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Design-Build Entity, Subcontractors or persons from recognized hazards until the responsible party corrects the hazard. Design-Build Entity shall provide protective clothing and gear to all visitors to the Project Site.

Section 12. Design-Build Entity shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with District's prior concurrence, Design-Build Entity may provide detour or temporary bridge for traffic to pass around or over the interference, which Design-Build

Entity shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Design-Build Entity shall bear the cost of these temporary facilities.

ARTICLE XXXIV NONDISCRIMINATION

Design-Build Entity shall not discriminate in the employment of persons upon public works because of a persons' actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation.

ARTICLE XXXV PREVAILING WAGES

a. The Design-Build Entity and District agree to abide by Article V of the Agreement for prevailing rates of wages and labor compliance monitoring.

ARTICLE XXXVI ADDITIONAL REQUIREMENTS

Section 1. Design-Build entity shall perform the Work in accordance with all applicable laws and regulations.

Section 2. Design-Build entity shall complete all Work in under a qualified safety program and shall have adopted industry accepted quality control procedures.

Section 3. Design-Build Entity shall complete all Work in accordance with applicable environmental requirements, including preparation, submission and implementation of a Storm Water Pollution Prevention Plan (SWPPP) throughout the construction period.

Section 4. Design-Build Entity shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided herein. Such construction aids shall include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs.

Section 5. Design-Build Entity shall prevent soil erosion on the Site and adjacent property resulting from its construction activities to the maximum extent practical, including implementation of Best Management practices. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation, or other operations that will disturb the natural protection. Work shall be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

Section 6. Design-Build Entity shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours.

Section 7. Design-Build Entity shall coordinate with District's Representative all traffic associated with the construction, including without limitation delivery and mail trucks, in order to minimize disruption to District operations.

Section 8. Design-Build Entity shall perform periodic cleaning to ensure that any streets and other District and public properties are maintained free from accumulation of waste materials, dust, mud, and debris. Design-Build Entity shall execute final cleaning prior to final inspection, using only properly skilled workers.

END OF DOCUMENT

PROJECT MANUAL

PROJECT NUMBER: # _____

**OCEAN VIEW ELEMENTARY
SCHOOL RE-BUILD**

ALBANY UNIFIED SCHOOL DISTRICT

_____, 2019

END OF DOCUMENT

ALBANY UNIFIED SCHOOL DISTRICT

**TITLE PAGE
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GEOTECHNICAL DATA

1. Summary

This document describes geotechnical data at or near the Project that is in the District's possession available for Contractor's review, and use of data resulting from various investigations. See General Conditions for definition(s) of terms used herein.

2. Geotechnical Reports

- a. Geotechnical reports may have been prepared for and around the Site by soil investigation engineers hired by _____ School District ("District"), and its consultants, contractors, and tenants.
- b. Geotechnical reports may be inspected at the District offices, and copies may be obtained at cost of reproduction and handling upon Respondent's agreement to pay for such copies. These reports are not part of the Contract Documents.
- c. The reports and drawings of physical conditions that may relate to the Project are the following:

[LIST ALL GEOTECHNICAL REPORTS HERE]

3. Use of Data

- a. Geotechnical data were obtained only for use of District and its consultants, contractors, and tenants for planning and design and are not a part of Contract Documents.
- b. Except as expressly set forth below, District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Respondent represents and agrees that in submitting a Response it is not relying on any geotechnical data supplied by District, except as specifically allowed below.
- c. Under no circumstances shall District be deemed to make a warranty or representation of existing above ground conditions, as-built conditions, or other actual conditions verifiable by independent investigation. These conditions are verifiable by Contractor by the performance of its own independent investigation that Contractor should perform as a condition to bidding and Contractor must not and shall not rely on information supplied by District.

4. Limited Reliance Permitted on Certain Information

a. Reference is made herein for identification of:

Reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by District in preparation of the Contract Documents.

Drawings of physical conditions in or relating to existing subsurface structures (except underground facilities) that are at or contiguous to the Site and have been utilized by District in preparation of the Contract Documents.

b. Respondent may rely upon the general accuracy of the "technical data" contained in the reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Respondent has conducted the independent investigation required pursuant to Instructions to Respondents, and discrepancies are not apparent. The term "technical data" in the referenced reports and drawings shall be limited as follows:

- (1) The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment or structures, that were encountered during subsurface exploration. The term "technical data" does not include, and Respondent may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.
- (2) The term "technical data" shall not include the location of underground facilities.
- (3) Respondent may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Respondent may rely upon the general accuracy of the "technical data" contained in such reports or drawings.
- (4) Respondent is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information provided in the identified reports and drawings.

5. Investigations/Site Examinations

a. Before submitting a Response, each Respondent should be responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or

otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Respondent and safety precautions and programs incident thereto or that Respondent deems necessary to determine its Response for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.

- b. On request, District will provide each Respondent access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Respondent deems necessary for submission of a Bid. Respondents must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Respondents and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work.

END OF DOCUMENT

DOCUMENT 00050

EXISTING CONDITIONS

1. Summary

This document describes existing conditions at or near the Project, and use of information available regarding existing conditions. See General Conditions for definition(s) of terms used herein.

2. Reports and Information on Existing Conditions

- A. Documents providing a general description of the Site and conditions of the Work may have been collected by Albany Unified School District ("District"), its consultants, contractors, and tenants. These documents may include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.
- B. Information regarding existing conditions may be inspected at District offices, and copies may be obtained at cost of reproduction and handling upon Respondent's agreement to pay for such copies. These reports, documents, and other information are not part of the Contract Documents.
- C. Information regarding existing conditions may also be included in the Project Manual, but shall not be considered part of the Contract Documents.
- D. The reports and other data or information regarding existing conditions and underground facilities at or contiguous to the Project are the following:
 - (1) Original Construction Drawings.
 - (2) Survey of Site.

3. Use of Information

- A. Information regarding existing conditions was obtained only for use of District and its consultants, contractors, and tenants for planning and design and is not part of the Contract Documents.
- B. District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions. Respondent represents and agrees that in submitting a bid it is not relying on any information regarding existing conditions supplied by District.
- C. Under no circumstances shall District be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable

by independent investigation. These conditions are verifiable by Contractor by the performance of its own independent investigation, that Contractor must perform as a condition to submitting a response, and Contractor should not and shall not rely on this information or any other information supplied by District regarding existing conditions.

- D. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to District by the District's employees and/or consultants or builders of such underground facilities or others. District does not assume responsibility for the completeness of this information, and Respondent is solely responsible for any interpretation or conclusion drawn from this information.
- E. District shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by District, and only where Respondent has conducted the independent investigation required of it pursuant to the Instructions to Respondents, and discrepancies are not apparent.

4. Investigations/Site Examinations

- A. Before submitting a Bid, each Respondent should be responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Respondent and safety precautions and programs incident thereto or that Respondent deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.
- B. On request, District will provide each Respondent access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Respondent deems necessary for submission of a Bid. Respondents must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Respondents and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work.

END OF DOCUMENT

DOCUMENT 00140

BID FORM AND PROPOSAL

To: Governing Board of Albany Unified School District (“District” or “Owner”)

From: _ (Proper Name of Bidder)

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 1.

PROJECT: OCEAN VIEW ELEMENTARY SCHOOL REBUILD

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

_____ dollars \$ _____

Additive/Deductive Alternates: [NA]

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide;
 - NA
2. The Bidder’s base bid includes the following allowances:
 - General Allowance equal to TBD. Any unused moneys from this allowance shall be returned to the District.
3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

ALBANY UNIFIED SCHOOL DISTRICT

**BID FORM AND PROPOSAL
DOCUMENT 00140-1**

4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - The Bid Bond on the District's form or other security
 - The Designated Subcontractors List
 - The Site-Visit Certification
 - The Non-collusion Affidavit
 - Receipt and acceptance of the following addenda is hereby acknowledged:

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

9. Bidder acknowledges that the license required for performance of the Work is a A or B license.
10. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
11. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all the applicable provisions of the District's labor compliance program.
12. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions

existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
 14. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
- is. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

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

Dated this _____ day of _____ 20 ____

Name of Bidder _____

Type of Organization _____

Signed by _____

Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

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

No:_____Class:_____Expiration Date: _____

No.:_____Class:_____Expiration Date: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President:_____

Secretary:_____

Treasurer:_____

Manager: _____

END OF DOCUMENT

DOCUMENT 00150

PAYMENT BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

and _____ as Surety ("Surety"),

a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a surety in the State of California, are held and firmly bound unto the Albany Unified School District ("District") of Alameda County, State of California as Oblige, in the sum of _____

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

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a proposal to the District for all Work specifically described in the accompanying proposal;

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

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

ALBANY UNIFIED SCHOOL DISTRICT

PROPOSAL BOND
DOCUMENT 00150-1

time, alteration or addition to the terms of the Contract or the call for proposal, or to the work, or to the specifications.

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

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

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

(Affix Corporate Seal)

Principal

By

(Affix Corporate Seal)

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

ALBANY UNIFIED SCHOOL DISTRICT

PROPOSAL BOND
DOCUMENT 00150-2

DOCUMENT 00160

DESIGNATED SUBCONTRACTORS LIST

Respondent must list hereinafter the name and location of each subcontractor who will be employed, and the kind of Work that each will perform if the Contract is awarded to the Respondent. Respondent acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name, location, and license # of each subcontractor who will perform work or labor or render service to the Respondent in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Respondent's total Proposal, and that as to any Work that Respondent fails to list, Respondent agrees to perform that portion itself or be subjected to penalty under applicable law.

In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Subcontractor Name: _____ Location: _____

Portion of Work: _____ License #: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____ License #: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____ License #: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____ License #: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____ License #: _____

Subcontractor Name: _____ Location: _____

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Subcontractor Name: _____ Location: _____

Portion of Work: _____ License #: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____ License #: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____ License #: _____

Subcontractor Name: _____ Location: _____

Portion of Work: _____ License #: _____

Date: _____

Proper Name of Respondent: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST
DOCUMENT 00160-2

DOCUMENT 00310

SITE-VISIT CERTIFICATION

Check whichever option applies:

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

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

Respondent fully indemnifies the Albany Unified School District, its Architect, its Engineer, its Program Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Respondent's representative's visit to the Site.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00330

NONCOLLUSION AFFIDAVIT
Public Contracts Code Section 7106

TO BE EXECUTED BY RESPONDENT AND SUBMITTED WITH BID

STATE OF CALIFORNIA)
) ss.
 COUNTY OF)

_____being first
 duly sworn deposes and says that he or she is _____
 of _____, the Respondent making the foregoing Proposal that the
 Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership,
 company, association, organization, or corporation; that the Proposal is genuine and not
 collusive or sham; that the Respondent has not directly or indirectly induced or solicited any
 other Respondent to put in a false or sham proposal, and has not directly or indirectly colluded,
 conspired, connived, or agreed with any Respondent or anyone else to put in a sham proposal, or
 that anyone shall refrain from submitting a proposal; that the Respondent has not in any manner,
 directly or indirectly, sought by agreement, communication, or conference with anyone to fix the
 Proposal price of the Respondent or any other Respondent, or to fix any overhead, profit, or cost
 element of the Proposal price, or of that of any other Respondent, or to secure any advantage
 against the District of anyone interested in the proposed Contract; that all statements contained
 in the Proposal are true; and, further, that the Respondent has not, directly or indirectly,
 submitted his or her Proposal price or any breakdown thereof, or the contents thereof, or
 divulged information or data relative thereto, or paid, and will not pay, any fee to any
 corporation, partnership, company association, organization, Proposal depository, or to any
 member or agent thereof to effectuate a collusive or sham bid.
 I certify and declare under penalty of perjury under the laws of the State of California that all the
 foregoing information in this Non-collusion Affidavit is true and correct.

Date: _____

Proper Name of Respondent: _____

Signature: _____

Print Name: _____

Title: _____

(ATTACH NOTARIAL ACKNOWLEDGMENT FOR THE ABOVE SIGNATURE)
END OF DOCUMENT

DOCUMENT 00330-1

DOCUMENT00510

NOTICE OF AWARD

Dated: _____ 20

To: _____
(Contractor)

To: _____
(Address)

From: Governing Board ("Board") of Albany Unified School District ("District" or "Owner")

("Project" or "Contract").

Contractor has been awarded the referenced Contract on _____, 20 , by action of the District's Board.

The Contract Price is _____ Dollars (\$ _____), and includes alternates _____

Three (3) copies of each of the Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available. Additional copies are available at cost of reproduction.

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

The Respondent to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the seventh (7) calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non- responsive.

- A. Agreement: To be executed by successful Respondent. Submit four (4) copies, each bearing an original signature.
- B. Escrow of Respondent Documentation: This must include all required documentation. See the document Escrow of Respondent Documentation for more information.

- C. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- D. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.
- E. Insurance Certificates and Endorsements as required.
- F. Workers' Compensation Certification.
- G. Prevailing Wage and Related Labor Requirements Certification.
- H. Disabled Veterans' Business Enterprise Participation Certification.
- I. Drug-Free Workplace Certification.
- J. Hazardous Materials Certification.
- K. Lead-Based Paint Certification.
- L. Imported Materials Certification.
- M. Criminal Background Investigation/Fingerprinting Certification.
- N. Contractor's Safety Plan specifically adapted for the Project.

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

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

ALBANY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

DOCUMENT 00520

NOTICE TO PROCEED

Dated: _____, 20

TO: _____
(Contractor)

ADDRESS: _____

**PROJECT:
OCEAN VIEW ELEMENTARY SCHOOL REBUILD PROJECT**

PROJECT/CONTRACT NO.: #TBD between the Albany Unified School District and Contractor ("Contract").

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

ALBANY UNIFIED SCHOOL DISTRICT

BY: _____

NAME: _____

TITLE: _____

END OF DOCUMENT

ALBANY UNIFIED SCHOOL DISTRICT

**NOTICE TO PROCEED
DOCUMENT 00520-1**

DOCUMENT 00540

ESCROW PROPOSAL DOCUMENTATION

1. Requirement to Escrow Bid Documentation
 - A. Contractor shall submit, within seven (7) days after the date of the Notice of Award, one copy of all documentary information received or generated by Contractor in preparation of prices for this Contract, as specified herein. This material is referred to herein as "Escrow Proposal Documentation." The Escrow Proposal Documentation of the Contractor will be held in escrow for the duration of the Contract.
 - B. Contractor agrees, as a condition of award of the Contract, that the Escrow Proposal Documentation constitutes all written information used in the preparation of its proposal, and that no other written bid preparation information shall be considered in resolving disputes or claims. Contractor also agrees that nothing in the Escrow Proposal Documentation shall change or modify the terms or conditions of the Contract Documents.
 - C. The Escrow Proposal Documentation will not be opened by District except as indicated herein. The Escrow Proposal Documentation will be used only for the resolution of change orders and claims disputes.
 - D. Contractor's submission of the Escrow Proposal Documentation, as with the bonds and insurance documents required, is considered an essential part of the Contract award. Should the Contractor fail to make the submission within the allowed time specified above, District may deem the Contractor to have failed to enter into the Contract, and the Contractor shall forfeit the amount of its bid security, accompanying the Contractor's bid, and District may award the Contract to the next lowest responsive responsible bidder.
 - E. NO PAYMENTS WILL BE MADE, NOR WILL DISTRICT ACCEPT PROPOSED CHANGE ORDERS UNTIL THE ABOVE REQUIRED INFORMATION IS SUBMITTED AND APPROVED.
 - F. The Escrow Proposal Documentation shall be submitted in person by an authorized representative of the Contractor to the District.
2. Ownership of Escrow Proposal Documentation
 - A. The Escrow Proposal Documentation is, and shall always remain, the property of Contractor, subject to review by District, as provided herein.

- B. Escrow Proposal Documentation constitute trade secrets, not known outside Contractor's business, known only to a limited extent and only by a limited number of employees of Contractor, safeguarded while in Contractor's possession, extremely valuable to Contractor, and could be extremely valuable to Contractor's competitors by virtue of it reflecting Contractor's contemplated techniques of construction. Subject to the provisions herein, District agrees to safeguard the Escrow Proposal Documentation, and all information contained therein, against disclosure to the fullest extent permitted by law.

3. Format and Contents of Escrow Proposal Documentation

- A. Contractor may submit Escrow Proposal Documentation in its usual cost-estimating format; a standard format is not required. The Escrow Proposal Documentation shall be submitted in the language (e.g., English) of the specification.
- B. Escrow Proposal Documentation must clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule, separating bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Proposal Documentation shall include all subcontractor bids or quotes, supplier bids or quotes, quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal. Estimated costs should be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs as appropriate. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of indirect costs, contingencies, markup, and other items to each bid item shall be identified.
- C. All costs shall be identified. For proposal items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.
- D. Proposal Documentation provided by District should not be included in the Escrow Proposal Documentation unless needed to comply with the following requirements.

4. Submittal of Escrow Proposal Documentation

- A. The Escrow Proposal Documentation shall be submitted by the Contractor in a sealed container within seven (7) days after the date of the Notice of Award. The

container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow Proposal Documentation — Intended to be opened in the presence of Authorized Representatives of Both District and Contractor".

- B. By submitting Escrow Proposal Documentation, Contractor represents that the material in the Escrow Proposal Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has personally examined the contents of the Escrow Proposal Documentation container and has found that the documents in the container are complete.
- C. If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the total contract price proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.
- D. If Contractor wishes to subcontract any portion of the Work after award, District retains the right to require Contractor to submit Escrow Documents for the Subcontractor before the subcontract is approved.

5. Storage, Examination and Final Disposition of Escrow Bid Documentation

- A. The Escrow Proposal Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by Contractor for the duration of the project until final Contract payment. The storage facilities shall be the appropriate size for all the Escrow Proposal Documentation and located conveniently to both District's and Contractor's offices.
- B. The Escrow Proposal Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Proposal Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Proposal Documentation is subject to the following conditions:
 - (1) As trade secrets, the Escrow Proposal Documentation is proprietary and confidential to the extent allowed by law.
 - (2) District and Contractor shall each designate, in writing to the other party seven (7) days prior to any examination, the names of representatives who

are authorized to examine the Escrow Proposal Documentation. No other person shall have access to the Escrow Proposal Documentation.

- (3) Access to the documents may take place only in the presence of duly designated representatives of the District and Contractor. If Contractor fails to designate a representative or appear for joint examination on seven (7) days notice, then the District representative may examine the Escrow Proposal Documents alone upon an additional three (3) days notice if a representative of the Contractor does not appear at the time set.
 - (4) If a subcontractor has submitted sealed information to be included in the Escrow Proposal Documents, access to those documents may take place only in the presence of a duly designated representative of the District, Contractor and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on seven (7) days notice, then the District representative and/or the Contractor may examine the Escrow Proposal Documentation without that subcontractor present upon an additional three (3) days notice if a representative of that subcontractor does not appear at the time set.
- C. The Escrow Proposal Documentation will be returned to Contractor at such time as the Contract has been completed and final settlement has been achieved.

END OF DOCUMENT

DOCUMENT 00550

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**

Public Contact Code Section 22300

This Escrow Agreement ("Escrow Agreement") is made and entered into this ____ day of _____, 20 ____, by and between the Albany Unified School District (hereinafter "District" or "Owner"), whose address is _____, California, and _____, whose place of business is located at _____, ("Contractor"); and _____, a state or federally chartered bank in the state of California, whose place of business is located at _____, ("Escrow Agent").

For the consideration hereinafter set forth, District, Contractor, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No. _____ entered into between District and Contractor for the _____ [Name of Project], in the amount of _____ dated, _____, 20 ____, (the "Contract"). Alternatively, on written request of Contractor, District shall make payments of the retention earnings directly to Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between District and Contractor. Securities shall be held in name of _____, and shall designate Contractor as beneficial owner.
2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.

ALBANY UNIFIED SCHOOL DISTRICT

ESCROW AGREEMENT
DOCUMENT 00550-1

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in event of default by Contractor as determined solely by District. Upon seven (7) days written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.
10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

On behalf of Contractor:

Title

Name

Signature

Title

Name

Signature

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time of Escrow Account is opened, District and Contractor shall deliver to Escrow Agent a fully executed of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of District:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

END OF DOCUMENT

DOCUMENT 00610

PERFORMANCE BOND
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

OCEAN VIEW ELEMENTARY SCHOOL RE-BUILD PROJECT
("Project" or "Contract")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ DOLLARS \$ _____, lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to perform all the work required to complete the Project and to pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the intent and meaning, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

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

ALBANY UNIFIED SCHOOL DISTRICT

PERFORMANCE BOND
DOCUMENT 00610-1

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

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

DOCUMENT 00620

PAYMENTBOND

Contractor's Labor & Material Bond
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the governing board ("Board") of the Albany Unified School District, (or "District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

OCEAN VIEW ELEMENTARY SCHOOL REBUILD PROJECT
("Project")

which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

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

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

ALBANY UNIFIED SCHOOL DISTRICT

PAYMENT BOND
DOCUMENT 00620-1

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

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

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

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

END OF DOCUMENT

ALBANY UNIFIED SCHOOL DISTRICT

PAYMENT BOND
DOCUMENT 00620-2

DOCUMENT 00710

SPECIAL CONDITIONS**[THIS DOCUMENT MUST BE MODIFIED AND ADAPTED FOR EACH SPECIFIC PROJECT]**1. Mitigation Measures

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

2. Modernization Projects

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

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

The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged with the District in writing, a minimum of three (3) days in advance. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work at no additional expense to the District.

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

Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this

Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

3. Substitution for Specified Items

- A. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.
 - (1) If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.
 - (2) This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(b); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.
- B. Requests for substitutions prior to award of the Contract shall be done within the time period indicated in the Instructions to Bidders.
- C. A request for a substitution shall be in writing and shall include:
 - (1) All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;
 - (2) Available maintenance, repair or replacement services;
 - (3) Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;
 - (4) Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and
 - (5) The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

- D. No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:
- (i) The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;
 - (2) The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;
 - (3) The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;
 - (4) The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and
 - (5) 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.
- E. 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.
- F. 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.

4. Fingerprinting

Contractor shall comply with the provisions of Education Code section 45125.1 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, that such employee has not been convicted of a felony, as defined in Education Code section 45125.1. Contractor shall fully complete and perform

all tasks required pursuant to the Criminal Background Investigation/ Fingerprinti ng Certification.

5. Weather Days

Delays due to adverse weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of adverse weather exceeds the following parameters and only if Contractor can verify that adverse weather caused delays exceeded the following number of days:

January, [11]; February [10]; March [10]; April [6]; May [3]; June [1]; July [0]; August [0]; September [1]; October [4]; November [7]; December [10].

6. Insurance

All insurance required of Contractor shall be in amounts and including the provisions as set forth in the Special Conditions.

A. Commercial General Liability and Automobüe Liabilitv Insurance

1. Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, District, State, Construction 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 operations under this Contract. Contractor shall ensure that Products and Completed Operations Liability coverage and Fire Damage Liability is included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.
2. Contractor shall require its Subcontractors, if any, to procure and maintain similar Commercial General Liability Insurance and Automobile Liability Insurance with minimum limits equal to the amount required of the Contractor.

B. Excess Liability Insurance

- i Contractor shall procure and maintain, during the life of this Contract, Excess Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Manager(s), and Architect(s) and in amounts and including the provisions as set forth in the Supplementary Conditions and/or Special Conditions.

2. Contractor shall require its Subcontractor(s), if any, to procure and maintain similar Excess Liability Insurance with minimum limits equal to the amount required of the Contractor.

C. Workers' Compensation and Employers' Liability Insurance

1. In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.
2. Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, 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. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' 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 Contractor's insurance. If any class of employee or employees engaged in Work under this Contract, on or at the Site of the Project, are not protected under the Workers' Compensation Statute, Contractor 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.

D. Builder's Risk Insurance

Contractor shall procure and maintain, during the life of this contract, Builder's Risk (Course of Construction), or similar first party professional coverage acceptable to the District, issued on a replacement cost value. The cost shall be consistent with the total replacement cost of 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, sonic disturbance, earthquake, flood, earthquake collapse, wind, fire, war, terrorism, lightening, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of applicable ordinances and/or laws in the repair and replacement of damaged or undamaged portions of the property, and reasonable costs to the Architects 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.

E. Proof of Carriage of Insurance and Other Requirements

1. Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until all required insurance and certificates indicating the required coverage have been obtained and delivered in duplicate to the District, and approved by the District.
2. Certificates and insurance policies shall include the following:
 - a. A clause stating:

“This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, Architect, and Construction Manager stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after date of mailing notice.”
 - b. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.
3. State that District, the State 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 and that Contractor’s and Subcontractors’ insurance policy shall be primary to any insurance or self-insurance maintained by District, the State, Constmction Manager(s) Project Manager(s), Instructor(s) and/or Architect(s).
4. All policies shall be written on an occurrence form.

F. Amounts of Insurance. All of Contractor’s insurance shall be with insurance companies with an A.M. Best rating of no less than A: XI.

The limits of insurance shall not be less than:

Commercial General Liability	\$2,000,000	each occurrence
	\$2,000,000	general aggregate
	\$1,000,000	Products and Completed Operations
Automobile Liability —		
Any Auto Combined Single Limit	\$2,000,000	

Excess Liability	\$4,000,000
Workers Compensation	Statutory limits pursuant to state law
Employers' Liability	\$1,000,000
Builders Risk (Course of Construction)	Issued for the value of the Contract

7. Permits, Certificates, Licenses, Fees, Approval

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

- a. E.g. (water connection fees)
- b. E.g. (sewer connection fees)

With respect to the above listed items, Contractor shall be responsible for securing such items, however, District will be responsible for payment of these charges or fees. Contractor shall notify the District of the amount due with respect to such items and to whom the amount is payable. Contractor shall provide the District with an invoice and receipt with respect to such charges or fees.

B. Storm Water Permits

- 1. Contractor acknowledges that all California school districts are now or will soon be obligated to develop and implement the following storm water requirements, without limitation:
 - a. A Municipal Separate Storm Sewer System (MS4). An MS4 is a system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.
 - b. A Storm Water Pollution Prevention Plan (SWPPP) at:
 - (i) Sites where the District engages in maintenance (e.g., fueling, cleaning, repairing) of transportation activities.
 - (ii) Construction sites where:
 - (a) One (1) or more acres of soil will be disturbed, or

- (b) The project is part of a larger common plan of development that disturbs more than one (1) or more acres of soil.
- 2. Contractor shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

END OF DOCUMENT

DOCUMENT 00805

LABOR COMPLIANCE PROGRAM
INFORMATION AND FORMS

(Not Applicable)

END OF DOCUMENT

DOCUMENT 00810

**HAZARDOUS MATERIALS
PROCEDURES & REQUIREMENTS****1. Summary**

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

2. Notice of Hazardous Waste or Materials Conditions

- a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following conditions are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - (1) Material that Contractor believes may be material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Contractor's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Times, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in

connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of Work, or performing the Work by others.

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

3. Additional Warranties and Representations

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

4. Monitoring and Testing

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and

compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.

- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by District in the Contract Price and the Scheduled Completion Date.
- c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

5. Compliance with Laws

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

- (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.
- c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

7. Permits

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

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that

notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

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

8. Indemnification

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

9. Termination

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

END OF DOCUMENT

DOCUMENT 00880

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20____ by and between the ALBANY UNIFIED SCHOOL DISTRICT ("District") and _____ ("Contractor"), whose place of business is _____

RECITALS:

1. District and Contractor entered into PROJECT/CONTRACT NO.: _____ ("Contract" or "Project") in the County of _____, California.
2. The Work under the Contract has been completed.

NOW, THEREFORE, it is mutually agreed between District and Contractor as follows:

AGREEMENT

3. Contractor will only be assessed liquidated damages as detailed below:

Original Contract Sum \$ _____

Modified Contract Sum \$ _____

Payment to Date \$ _____

Liquidated Damages \$ _____

Payment Due Contractor \$ _____

4. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of \$ _____ (_____ Dollars and _____ Cents) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.
5. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 6 and continuing obligations described in Paragraph 8. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District, all its respective agents,

ALBANY UNIFIED SCHOOL DISTRICT

AGREEMENT AND RELEASE
DOCUMENT 00880-1

employees, inspectors, assignees and transferees except for the Disputed Claim is set forth in Paragraph 6 and continuing obligations described in Paragraph 8 hereof.

6. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Description of Claim</u>	<u>Amount of Claim Date Claim Submitted</u>
------------------	-----------------------------	---

7. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 4 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
8. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.
9. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Contract unless caused wholly by the sole negligence or willful misconduct of the indemnified parties.
10. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

11. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

12. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

ALBANY UNIFIED SCHOOL DISTRICT

TITLE: _____

NAME: _____

SIGNATURE: _____

CONTRACTOR

TITLE: _____

NAME: _____

SIGNATURE: _____

END OF DOCUMENT

DOCUMENT 00890

GUARANTEE FORM

_____("Contractor") hereby agrees that the
 _____("Work" of Contractor) which Contractor has installed for
 the Albany Unified School District ("District") for the following project:

OCEAN VIEW ELEMENTARY SCHOOL REBUILD PROJECT

(“Project” or “Contract”)

has been performed in accordance with the requirements of the Contract Documents and that the
 Work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be
 defective in workmanship or material together with any other adjacent Work that may be
 displaced in connection with such replacement within a period of two (2) years from the date of
 completion as defined in Public Contract Code section 7107, subdivision (c), ordinary wear and
 tear and unusual abuse or neglect excepted. The date of completion is _____,
 20

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

NAME: _____

ADDRESS: _____

PHONE NO.: _____

END OF DOCUMENT

DOCUMENT 00905

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: #_____ between Albany Unified School District (the "District" or the "Owner") and _____ (the "Contractor" or the "Bidder") (the "Contract" or the "Project").

Labor Code section 3700 in relevant part provides:

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

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

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

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

END OF DOCUMENT

DOCUMENT 00910

**PREVAILING WAGE AND
RELATED LABOR REQUIREMENTS CERTIFICATION**

PROJECT/CONTRACT NO.: #_between Albany Unified School District (the “District” or the “Owner”) and _____(the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, the District’s labor compliance program, if in use on this Project.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00912

**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: # _____ between Albany Unified School District (the “District”) and _____ (the “Contractor” or the “Bidder”) (the “Contract” or the “Project”).

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program (“Program”) for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises (DVBE) of at least 3 percent, per year, of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, low bidder must submit this document to the District with its executed agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract. Bidders should not submit this form with their bids.

NOTE: Architectural, engineering, environmental, land surveying, or construction management firms must indicate their method of compliance by completing this form after selection by the District and before the contract is signed.

Part I — **Method Of Compliance With DVBE Participation Goals.** Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	YOU	LL	AND YOU WILL
A. Disabled veteran owned and your forces will perform at least 3 percent of this contract	Include a copy of your DVBE letter from Office of Small Business (“OSB”)* and Disabled Veterans Business Enterprise Services		Complete Part 1 of this form and the Certification
B. Disabled veteran owned but is unable to perform 3 percent of this contract with your forces	USE DVBE subcontractors / suppliers to bring the contract participation to at least 3 percent		Include a copy of each DVBE’s letter from OSB (including yours, if applicable), and complete Part 1 of this form and the certification
C. <i>NOT</i> Disabled Veteran Owned	Use DVBE subcontractors / suppliers for at least 3 percent of this contract		
D. Unable to meet the required participation goals	Complete all of this Certification form		

* A DVBE letter from OSB is obtained from the participating DVBE. If the letter is not provided, the bidder may be ineligible for award of the contract.

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

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

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

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. The District			
2. OSB, which publishes a list of DVBE's; Internet Address: Http://www.dgs.ca.gov/osbcr	(916) 323-5478 (916) 322-5060		
3. DVBE Organization (List)			*

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

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

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

Part IV. — DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns

ALBANY UNIFIED SCHOOL DISTRICT

DISABLED VETERAN BUSINESS ENTERPRISE
PARTICIPATION CERTIFICATION
DOCUMENT 00912-2

as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....	AND.....		
was selected to participate	Check "yes" in the Selected column, include the applicable dollar amount in Part III of the Form SAB 515PB	include a copy of their DVBE letter from OSB		
was <i>NOT</i> selected to participate	Check "no" in the "SELECTED" column	state why in the "REASON NOT SELECTED" column		
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

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

CERTIFICATION

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00915

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: #___ between Albany Unified School District (the “District” or the “Owner”) and _____ (the “Contractor” or the “Respondent”) (the “Contract” or the “Project”).

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

The District is not a “state agency” as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

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

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

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

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of section 8350 et seq.

I acknowledge that I am aware of the provisions of Government Code section 8350 et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00925

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: #700 between Albany Unified School District ("District" or "Owner") and _____
("Contractor" or "Respondent") ("Contract" or "Project").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with 'New Hazardous Material' containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00930

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: # _____ between Albany Unified School District ("District" or "Owner") and _____ ("Contractor" or "Respondent") ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) The Contractor's work may disturb lead-containing building materials.
- (2) The Contractor must notify the District if any work may result in the disturbance of lead-containing building materials.

1. Lead as a Health Hazard

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

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

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

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead Safe Schools Protection Act. Under this act, the Department of Heath Services ("DHS") is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 3224 1.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

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

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

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1)

The Contractor must notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. A signed

copy of this Certification must be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Contractor's Liability

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

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

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

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

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature:

Print Name:

Title:

END OF DOCUMENT

DOCUMENT 00935

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: # _____ between Albany Unified School District ("District" or "Owner") and _____ ("Contractor" or "Respondent") ("Contract" or "Project").

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

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers pursuant to the indemnification provisions in the Contract Documents for, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

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

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

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I

ALBANY UNIFIED SCHOOL DISTRICT

IMPORTED MATERIALS CERTIFICATION

DOCUMENT 00935-1

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

DOCUMENT 00940

CRIMINAL BACKGROUND
INVESTIGATION/ FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: # _____ between the Albany Unified School District ("District") and
 _____ ("Contractor" or "Respondent") ("Contract" or
 "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ The Contractor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's employees and its subcontractors' employees is

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contract with the District pupils.

ALBANY UNIFIED SCHOOL DISTRICT

CRIMINAL BACKGROUND INVESTIGATIONS
 FINGERPRINTING CERTIFICATION
 DOCUMENT 00940-1

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

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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SECTION 011000

SUMMARY OF THE WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 WORK INCLUDED IN THE CONTRACT

- A. Refer to RFP document and its Appendices for the detailed description of the project.

1.3 CONCURRENT WORK UNDER SEPARATE CONTRACTS

- A. Work under Separate Contracts: District may award separate design and construction contracts concurrent with this Contract and in the future, as determined by the District, for work listed below and for other work as the District may determine. Such work under separate contracts may be indicated on the Drawings and in the Specifications as "Not in Contract (NIC)", "Future" or "Under Separate Contract".
- B. Relationship to Work under the Contract: Work under the Contract shall include all provisions necessary to make such concurrent work under separate contracts complete in every respect and fully functional, including field finishing. Provide necessary backing, supports, piping, conduit, conductors and other such provisions from point of service to point of connection.
- C. Documents for Work under Separate Contracts: District Representative will make available, in a timely manner, drawings and specifications of work under separate contracts for coordination and further description of that work.
 - 1. If available, such information will include drawings, specifications, product data, lists and construction schedules for such work.
 - 2. Information concerning work under separate contracts or directly by the District will be provided for convenience only and shall not to be considered Contract Documents.
- D. Permits, Notices and Fees for Work under Separate Contracts: Notices required by and approvals required of, authorities having jurisdiction over work under separate contracts and related fees, will be solely the responsibility of the District.

1.4 PROTECT THE WORK FROM VANDALISM

- A. During Work Hours. Protect the Work from theft, vandalism, and unauthorized entry. The Contractor shall have the sole responsibility for job site security.
- B. During Off-Work Hours. During all hours that Work is not being executed, furnish such watchman's services as Contractor may consider necessary to safeguard materials and equipment in storage on the Project site, including Work in place and in process of fabrication, against theft, acts of malicious mischief, vandalism, and other losses or damages.

1.5 OWNER-FURNISHED/CONTRACTOR-INSTALLED PRODUCTS

- A. Owner-Furnished/Contractor-Installed (OFICI) Products: District will furnish, for installation by Contractor, products which are identified on the Drawings and in the Specifications as "OFICI (Owner-Furnished/Contractor-Installed)", "installed by General Contractor," or similar terminology. Refer to Section 016400 - District-Furnished Products.

- B. Relationship to Work under the Contract: Work under the Contract shall include all provisions necessary to fully incorporate such products into the Work, including, as necessary: fasteners, backing, supports, piping, conduit, conductors and other such provisions from point of service to point of connection, and field finishing as shown on Drawings and specified herein. See Section 016400 - District-Furnished Products” for additional requirements.

1.6 PERMITS, LICENSES AND FEES

- A. Permits, Licenses and Fees, General: Refer to Contract General Conditions, Article VIII, Section 11 and 12; Article IX Section 7.c and Article XXIV Section 2.
- B. Licenses: Contractor shall obtain and pay all licenses associated with construction activities such as business licenses, contractors' licenses, and vehicle and equipment licenses. All costs for licenses shall be included in the Contract Amount.
- C. Parking Fees: Contractor shall obtain and pay for all parking permits and fees for vehicles parked-off of the District property. Refer to Section 015500 - Vehicular Access and Parking for additional parking requirements.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

Not Applicable to this Section.

END OF SECTION

SECTION 011400

WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 CONTRACTOR'S USE OF PREMISES AND SITE, GENERAL

- A. Contractor's Use of Premises and Site, General: Refer to Contract General Conditions.
 - 1. Contractor shall at all times perform Work so as to impose no hardship on the District or others engaged in the District's work nor cause unreasonable delays or hindrance thereto.
 - 2. Construction activities shall be scheduled to minimize disruption to the District and to Campus users.
 - 3. Contractor may not interrupt any Campus utilities without prior written permission from the District.

1.3 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
 - 1. Limits: Confine constructions operations to Project Area indicated on the Drawings. Use of other areas shall be only with the approval of the District Representative.
 - 2. District Occupancy: Where existing buildings and site areas are indicated for continued use by the District, make provisions to continue use by scheduling and sequencing of Work under the Contract. Make provisions for temporary barriers, enclosures, covers, directional signage, and other construction facilities and temporary controls to enable continuing use.

1.4 CONTRACTOR'S USE OF PROJECT AREA

- A. Location of Work: The Work shall be accomplished within areas indicated on Drawings as Project Area or, if not indicated, to areas as directed by the District Representative. Use of other areas, including parking areas, shall be subject to approval by the District Representative. Refer to Section 015250 - Construction Staging Areas and Section 015500 - Vehicular Access and Parking for additional requirements.
 - 1. Contractor shall not unreasonably encumber the site with materials or equipment.
 - 2. Contractor shall assume full responsibility for protection and safekeeping of products stored on the premises.
 - 3. Contractor shall move any stored products which interfere with operations of the District or contractors performing work under separate contracts for the District.
 - 4. Temporary closures or restrictions of use of public thoroughfares, necessary to accomplish the Work shall be made only as approved in advance by public safety and parking authorities having jurisdiction as directed in writing by the District Representative.
- B. Contractor's Use of the Project Area: Unless otherwise specified or indicated on the Drawings, during the construction period the Contractor shall have full use of the designated Project Area for construction operations, including the use of the site. Contractor's use of Project Area shall be limited only by the District's right to perform construction operations with its own forces or to employ separate contractors on portions of the Project in accordance with the Contract General Conditions.
- C. N/A

- D. **Protection of Existing Improvements and Facilities:** Contractor shall protect property adjacent to the Project Area and all existing improvements and facilities within the Project Area, including paving and landscaping indicated to remain.
 - 1. All existing improvements and facilities, except those specifically indicated for removal or reconstruction shall be protected with temporary barriers, enclosures, and passageways. Refer to additional requirements specified in Section 015600 - Temporary Barriers and Enclosures.
 - 2. After completion of Work, existing improvements and facilities shall be restored to its original condition and location. Project Area shall be cleaned and restored to presentable condition equivalent to or better than the condition prior to start of Work.
 - 3. Should existing improvements and facilities be damaged or soiled beyond renovation or repair, new products shall be provided by Contractor equivalent to existing products, as directed by the District Representative.

- E. **Project Area Access:** Limit access to site to specified routes and access points as indicated. If routes and access points are not indicated, access shall be as approved and as directed by the District Representative. Do not restrict access to adjacent facilities and do not restrict access for those performing work under separate contracts for the District.
 - 1. Access to and egress from Project Area shall be in strict conformance to prearranged routes approved by the District Representative, with the understanding that curtailment of construction traffic or revision of access routes may be required on short notice if District's operations mandate such changes because of excessive noise or problems of safety, service, or supply.
 - 2. **Driveways and Entrances:** Keep driveways and entrances serving premises clear and available to service and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

- F. **Emergency Access:** Provide pathways, drives, gates, directional signage and other provisions as required by the authorities having jurisdiction for emergency access to Project Area and adjoining campus facilities.

- G. **Emergency Egress:** Maintain all pathways, drives, gates, and other means of egress during construction as required by public safety authorities having jurisdiction.

1.5 TIME RESTRICTIONS

- A. **Contractor's Work Hours:** Work shall be limited to Monday through Friday, during hours of 7:00am to 7:00pm.
 - 1. Work on other days and at other hours shall be only with written approval of the District Representative.
 - 2. Work during final exam periods at ends of class sessions shall be restricted to minimize noise, vibrations, and other distracting and inhibiting activities.
 - 3. If it becomes necessary to perform Work on weekends and holidays in order to meet milestone and final completion dates, Work shall be performed at no change in Contract Amount unless authorized by written Change Order or Field Instruction.
 - 4. Deliveries and queuing of trucks on or within one mile of the campus is not allowed off hours.

- B. **Utility Outages and Shutdown:** Schedule utility outages and shutdowns to nights, weekends, school holidays, or times and dates acceptable to and approved by the District Representative. Limit shutdown of utility services during normal business hours to [2] hours at a time.
 - 1. Time and duration of outages and shutdowns shall not hinder normal campus activities except as authorized in writing by the District Representative.

2. Provide fourteen (14) calendar days notice in writing to the District Representative of all utility outages and shutdowns. Describe Work to be performed, which utilities will be interrupted and time and duration of interruption.
3. Contractor shall provide temporary utilities to occupied facilities and adjacent properties when utilities must be interrupted for more than two hours, unless otherwise directed by District Representative.
5. Refer also to requirements for temporary utilities specified in Section 015100 - Temporary Utilities.

1.6 NOISE AND VIBRATION RESTRICTIONS

- A. Noise Restrictions: Minimize noise from construction activities. Limit loud construction activities to times when classes are not in session in adjacent facilities.
- B. Not used.
- C. Blasting: Blasting or other use of explosives is not permitted.

1.7 DISTRICT'S USE OF SITE AND PREMISES

- A. District's Use of Site and Premises: District reserves the right to occupy and to place and install equipment in completed or partially completed areas of buildings and site. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
 1. Full District Occupancy: District will occupy site and existing building during entire construction period defined in the Phasing Schedule. Cooperate with District during construction operations to minimize conflicts and facilitate District usage. Perform the Work so as not to interfere with District's operations.
 2. Partial District Occupancy: District reserves the right to occupy and to place and install equipment in completed areas of building provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
 3. Before the partial District occupancy, mechanical and electrical systems shall be fully operational and required tests and inspections shall be successfully completed. Unless otherwise agreed, the District will provide operation and maintenance of mechanical and electrical systems in portions of the building used by the District. Unless otherwise agreed in writing by the District, warrantee periods shall not begin until the date established in the Notice of Completion filed at Contract closeout.
 4. Upon occupancy, the District will assume responsibility for maintenance and custodial service for occupied portions of building.

PART 2 - PRODUCTS

Not Applicable to this Section

PART 3 - EXECUTION

Not Applicable to this Section

END OF SECTION

SECTION 011510

CONSTRUCTION AND DEMOLITION MATERIALS RECYCLING REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes: Requirements and procedures for ensuring optimal diversion of construction and demolition (C&D) waste materials generated by the Work from landfill disposal within the limits of the Construction Schedule and Contract Sum.
 - 1. California State law (Assembly Bill 75), requires the California State District to develop source reduction, re-use, recycling, and composting programs, to reduce the tonnage of solid waste disposed in landfills 50% by the year 2004. Construction waste materials generated by the Work are targeted to achieve these diversion rates.
 - 2. The Work of this Contract requires that a minimum of 75% by weight of the construction and demolition materials generated in the Work is diverted from landfill disposal through a combination of re-use and recycling activities.
 - 3. For LEED® projects, requirements for submittal of LEED documentation in compliance with Materials and Resources Credit 2.1 and Materials or Resources Credit 2.2, Construction Waste Management. For CHPS Verified Projects comply with MW 2.0/MW 2.1 Construction Site Waste Management and MW 3.1 Single Attribute Recycled Content.
 - 4. Requirements for submittal of Contractor's Construction Waste and Recycling Plan prior to the commencement of the Work.
 - 5. Contractor's quantitative reports for construction waste materials as a condition of approval of the third progress payment.

1.2 DEFINITIONS

- A. Class III Landfill: A landfill that accepts non-hazardous resources such as household, commercial, and industrial waste, resulting from construction, remodeling, repair, and demolition operations. A Class III landfill must have a solid waste facilities permit from the California Integrated Waste Management Board (CIWMB) and is regulated by the Enforcement Agency (EA).
- B. Construction and Demolition Debris: Building materials and solid waste resulting from construction, remodeling, repair, cleanup, or demolition operations that are not hazardous as defined in California Code of Regulations, Title 22, Section 66261.3 et seq. This term includes, but is not limited to, asphalt concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, and steel. The debris may be commingled with rock, soil, tree stumps, and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.
- C. C&D Recycling Center. A facility that receives only C&D material that has been separated for reuse prior to receipt, in which the residual (disposed) amount of waste in the material is less than 10% of the amount separated for reuse by weight.
- D. Disposal. Final deposition of construction and demolition or inert debris into land, including stockpiling onto land of construction and demolition debris that has not been sorted for further processing or resale, if such stockpiling is for a period of time greater than 30 days; and construction and demolition debris that has been sorted for further processing or resale, if such stockpiling is for a period of time greater than one year, or stockpiling onto land of inert debris that is for a period of time greater than one year.
- E. Enforcement Agency. Enforcement agency as defined [i.e. in Public Resources Code 40130].

- F. Inert Disposal Facility or Inert Waste Landfill: A disposal facility that accepts only inert waste such as soil and rock, fully cured asphalt paving, uncontaminated concrete (including fiberglass or steel reinforcing rods embedded in the concrete), brick, glass, and ceramics, for land disposal.
- G. Mixed Debris: Loads that include commingled recyclable and non-recyclable materials generated at the construction site.
- H. Mixed Debris Recycling Facility: A processing facility that accepts loads of commingled construction and demolition debris for the purpose of recovering re-usable and recyclable materials and disposing the non-recyclable residual materials.
- I. Recycling: The process of sorting, cleansing, treating and reconstituting materials for the purpose of using the altered form in the manufacture of a new product. Recycling does not include burning, incinerating or thermally destroying solid waste.
- J. Reuse. The use, in the same or similar form as it was produced, of a material which might otherwise be discarded.
- K. Separated for Reuse. Materials, including commingled recyclables, that have been separated or kept separate from the solid waste stream for the purpose of additional sorting or processing those materials for reuse or recycling in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, and includes materials that have been "source separated."
- L. Solid Waste: All putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes. "Solid waste" does not include hazardous waste, radioactive waste, or medical waste as defined or regulated by State law.
- M. Source-Separated: Materials, including commingled recyclables, that have been separated or kept separate from the solid waste stream at the point of generation for the purpose of additional sorting or processing of those materials for reuse or recycling in order to return them to the economic mainstream in the form of raw materials for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace.
- N. Waste Hauler: A company that possesses a valid permit from the local waste management authority to collect and transport solid wastes from individuals or businesses for the purpose of recycling or disposal in the locality.

1.3 SUBMITTALS

- A. Contractor's Construction Waste and Recycling Plan
 - 1. Review Contract Documents and estimate the types and quantities of materials under the Work that are anticipated to be feasible for on-site processing, source separation for re-use or recycling. Indicate the procedures that will be implemented in this program to effect jobsite source separation, such as, identifying a convenient location where dumpsters would be located, putting signage to identify materials to be placed in dumpsters, etc.
 - 2. Prior to commencing the Work, submit Contractor's Construction Waste and Recycling

Plan. Submit in format provided (Section 011510A). The Plan must include, but is not limited to the following:

- a. Contractor's name and project identification information;
- b. Procedures to be used;
- c. Materials to be re-used and recycled;
- d. Estimated quantities of materials;
- e. Names and locations of re-use and recycling facilities/sites;
- f. Tonnage calculations that demonstrate that Contractor will re-use and recycle a minimum 50% by weight of the construction waste materials generated in the Work.

3. Contractor's Construction Waste and Recycling Plan must be approved by the District Representative prior to the start of Work.
4. Contractor's Construction Waste and Recycling Plan will not otherwise relieve the Contractor of responsibility for adequate and continuing control of pollutants and other environmental protection measures.

B. Contractor's Reuse, Recycling, and Disposal Report

Submit Contractor's Reuse, Recycling, and Disposal Report on the form provided (Section 01151B) with each application for progress payment. Failure to submit the form and its supporting documentation will render the application for progress payment incomplete and delay progress payments. If applicable, include manifests, weight tickets, receipts, and invoices specifically identifying the Project for re-used and recycled materials:

1. Reuse of building materials or salvage items on site (i.e. crushed base or red clay brick).
2. Salvaging building materials or salvage items at an off-site salvage or reuse center (i.e. lighting, fixtures).
3. Recycling source separated materials on site (i.e. crushing asphalt/ concrete for base course, or grinding for mulch).
4. Recycling source separated material at an off-site recycling center (i.e. scrap metal or green materials).
5. Use of material as Alternative Daily Cover (ADC) at landfills.
6. Delivery of soils or mixed inserts to an inert landfill for disposal (inert fill).
7. Disposal at a landfill or transfer station (where no recycling takes place).
8. Other (describe).

Contractor's Reuse, Recycling, and Disposal Report must quantify all materials generated in the Work, disposed in [Class III] landfills, or diverted from disposal through recycling. Indicate zero (0) if there is no quantity to report for a type of material.

As indicated on the form:

1. Report disposal or recycling either in tons or in cubic yards: if scales are available at disposal or recycling facility, report in tons; otherwise, report in cubic yards. Report in units for salvage items when no tonnage or cubic yard measurement is feasible.
2. Indicate locations to which materials are delivered for reuse, salvage, recycling, accepted as daily cover, inert backfill, or disposal in landfills or transfer stations.
3. Provide legible copies of weigh tickets, receipts, or invoices that specifically identify the project generating the material. Said documents must be from recyclers and/or disposal site operators that can legally accept the materials for the purpose of re-use, recycling, or disposal.

Indicate project title, project number, progress payment number, name of the company completing the Contractor's Report and compiling backup documentation, the printed name, signature, and

daytime phone number of the person completing the form, the beginning and ending dates of the period covered on the Contractor's Report, and the date that the Contractor's Report is completed.

C. For LEED Projects, LEED Letter Template: Materials and Resources Credit [2.1 or 2.2] Construction Waste Management

Complete and sign LEED Letter Template in format provided under the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) program. Prepare Letter Template on company letterhead.

1. Certify that the project has completed a waste management plan and diverted construction, demolition, and land clearing waste to uses other than landfill.
2. Provide quantities of diverted materials and means of diversion in the table provided in the LEED Letter Template.
3. Indicate how and where waste was diverted.
4. Indicate quantities of waste diverted in tons [or cubic yards].
5. Letter Template will calculate: Total quantity of diverted waste, total quantity of waste, and the percentage of waste diverted.
6. For projects where 50% of waste is diverted, one LEED credit will be achieved; where 75% is diverted, two LEED credits will be achieved.
7. Include name, organization, role in project, provide signature and date completed.

D. PART 2 PRODUCTS

(Not used.)

E. PART 3 EXECUTION

3.1 SALVAGE, RE-USE, RECYCLING AND PROCEDURES

- A. Identify re-use, salvage, and recycling facilities.
- B. Develop and implement procedures to re-use, salvage, and recycle new construction and excavation materials, based on the Contract Documents, the Contractor's Construction Waste and Recycling Plan, estimated quantities of available materials, and availability of recycling facilities. Procedures may include on-site recycling, source separated recycling, and/or mixed debris recycling efforts.
 1. Identify materials that are feasible for salvage, determine requirements for site storage, and transportation of materials to a salvage facility.
 2. Source separate new construction, excavation and demolition materials including, but not limited to the following types:
 - a. Asphalt.
 - b. Concrete, concrete block, slump stone (decorative concrete block), and rocks.
 - c. Drywall.
 - d. Green materials (i.e. tree trimmings and land clearing debris).
 - e. Metal (ferrous and non-ferrous).
 - f. Miscellaneous Construction Debris.
 - g. Paper or cardboard.
 - h. Red Clay Brick.
Reuse or Salvage Materials
 - i. Soils.

- Wire and Cable.
- j. Wood.
- k. Other (describe)

3. Miscellaneous Construction Debris: Develop and implement a program to transport loads of mixed (commingled) new construction materials that cannot be feasibly source separated to a mixed materials recycling facility.

3.2 DISPOSAL OPERATIONS AND WASTE HAULING

- A. Legally transport and dispose of materials that cannot be delivered to a source separated or mixed recycling facility to a transfer station or disposal facility that can legally accept the materials for the purpose of disposal.
- B. Use a permitted waste hauler or Contractor's trucking services and personnel. To confirm valid permitted status of waste haulers, contact the local solid waste authority.
- C. Become familiar with the conditions for acceptance of new construction, excavation and demolition materials at recycling facilities, prior to delivering materials.
- D. Deliver to facilities that can legally accept new construction, excavation and demolition materials for purpose of re-use, recycling, composting, or disposal.
- E. Do not burn, bury or otherwise dispose of solid waste on the project job-site.

3.3 RE-USE AND DONATION OPTIONS

- A. Implement a re-use program to the greatest extent feasible. Options may include:
 1. California Materials Exchange (CAL-MAX) Program is sponsored by the California Integrated Waste Management Board. CAL-MAX is a free service provided by the California Integrated Waste Management Board, designed to help businesses find markets for materials that traditionally would be discarded. The premise of the CAL-MAX Program is that material discarded by one business may be a resource for another business. To obtain a current Materials Listings Catalog, call CAL-MAX/California Integrated Waste Management Board at (916) 255-2369 or send a FAX to (916) 255-2200. The CALMAX Catalog is available through the Internet Site at <http://www.ciwmb.ca.gov/calmax>.

3.4 REVENUE

- A. Revenues or other savings obtained from recycled, re-used, or salvaged materials shall accrue to Contractor unless otherwise noted in the Contract Documents.

END OF SECTION

SECTION 012100

ALLOWANCES PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Allowances indicated in the Bid Proposal Form to be included in Contract Amount.
 - 1. Selected materials and equipment, and in some cases, their installation, are shown and specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. Additional requirements, if necessary, will be issued by change order.
 - 2. Allowances may be used in lieu of metering for temporary construction site utility services or to reimburse project related work performed by District forces, for example, keying.

1.3 RELATED SECTIONS

- A. Section 015100 - Temporary Utilities: Coordination with Allowance for temporary power.
- B. Refer to product Specifications Sections identified in Allowance description.

1.4 GENERAL REQUIREMENTS FOR ALLOWANCES

- A. Contractor shall submit cost data and other descriptive data to establish basis used by Contractor for determining costs in Contract Amount attributable to each Allowance.
- B. Any amount not fully consumed shall be adjusted by change order.
 - 1. The Contractor will be credited for his actual cost of labor, materials, and other actual costs WITHOUT mark-up.
 - 2. Any unused allowances shall be returned to the District using a credit change order for the full amount of the value unused plus six (6) percent.
 - 3. Should the Contractor's actual costs exceed the specified allowance, the Contractor's Contract Amount will be adjusted by change order in accordance with Contract General Conditions, Article 6.00.

1.5 ALLOWANCE COSTS FOR CONTRACTOR-PROVIDED PRODUCTS

- A. Contractor-Provided Products: Amount for each Allowance, for procurement of products to be selected by District's Representative after execution of the Agreement, shall include:
 - 1. Net cost of product(s) to Contractor. Trade discounts and rebates shall be included.
 - 2. Delivery to site.
 - 3. Labor, equipment and related consumable products required for application, installation and finishing of product when Allowance is indicated to include costs for incorporation into completed construction.
 - 4. Applicable taxes, permits and fees.
- B. Costs Included in Contract Amount: In addition to amount identified for each Allowance, include in Contract Amount all costs for:
 - 1. Handling and storage at site, including unloading, uncrating, and protective measures.

2. Protection from weather, soiling and physical damage.
3. Labor, equipment and related consumable products necessary for application, installation or finishing, except when Allowance is indicated to include costs for incorporation into completed construction.
4. Contractor's and all subcontractor's field and home office overhead expenses, bonds, insurance and profit.
5. All other costs attributable to incorporation of Allowance into completed construction, such as design fees and reworking of adjoining construction.

1.6 ALLOWANCE COSTS FOR EXECUTION

- A. Owner-Furnished/Contractor-Installed (OFCI) Products: Amount for each Allowance, for application, installation and finishing of products provided by District (Owner-Furnished/ Contractor-Installed products), shall include:
 1. Delivery to site, unless specifically noted otherwise.
 2. Applicable taxes, permits and fees.
 3. Handling and storage at site, including unloading, uncrating, and protective measures.
 4. Protection from weather, soiling and physical damage.
 5. Labor, equipment and related consumable products required for application, installation and finishing of product when Allowance is indicated to include costs for incorporation into completed construction.
 6. Contractor's and all subcontractor's field and home office overhead expenses, bonds, insurance and profit.
 7. All other costs attributable to incorporation of Allowance into completed construction, such as design fees and reworking of adjoining construction.

PART 2 - PRODUCTS

2.1 LUMP SUM ALLOWANCES

- A. Not Used.

PART 3 - EXECUTION

3.1 SELECTION OF PRODUCTS

- A. District's Representative will:
 1. Consult with Contractor for considerations to be given in selection of products, suppliers and qualified installers.
 2. Make selection in consultation with District staff. Obtain written direction by District's Representative designating:
 - a. Product, color, design and finish.
 - b. Accessories and attachments.
 - c. Suppliers and qualified installers, as applicable.
 - d. Allowance amount to be included in Contract Amount.
 - e. Construction Contract warranty and manufacturer's guarantee provisions.
- B. Contractor shall:
 1. Assist District's Representative and Architect in determining qualified suppliers or installers.
 2. Obtain proposals from suppliers and installers when directed by District's Representative.
 3. Make cost and constructability recommendations to District's Representative and Architect for consideration in product, supplier and qualified installer selections.
 4. Notify District's Representative and Architect promptly of:
 - a. Reasonable objections Contractor may have against any supplier or party under

- consideration for installation.
- b. Effects on Construction Schedule anticipated by selections under consideration.

3.2 CONTRACTOR'S RESPONSIBILITIES

- A. Upon notification of selection, Contractor shall execute purchase agreement with designated supplier and enter into contract with designated qualified installer, as applicable. Should a purchase agreement already exist between District and supplier, Contractor shall assume the purchase agreement for the District.
- B. Contractor shall make all arrangements for and submit shop drawings, product data and samples as required.
- C. Contractor shall make all arrangements for pick-up, delivery, handling and storage of products.
- D. Upon delivery, Contractor shall promptly inspect products for damage or defects. Should damage or defects be found, Contractor shall effect return, replacement or repair of products, as appropriate, and process claims for transportation damage.
- E. Contractor shall apply, install and finish products in compliance with requirements of applicable Sections of Specifications.

3.3 ADJUSTMENT COSTS

- A. Should the net cost of the Allowance be more or less than the amount included in the Contract Amount, the Contract Amount shall be adjusted in accordance with provisions of the Contract General Conditions and a Change Order shall be executed.
- B. Adjustment shall be made only for:
 - 1. Increase or decrease in handling costs at site, labor, installation costs, overhead, profit, and other expenses resulting from final selection under Allowance.
 - 2. Increase or decrease in product cost resulting from final selection under Allowance.
 - 3. Increase or decrease in product cost from data provided by District's Representative and used to determine Allowance product cost.
 - 4. Increase or decrease in product, application, installation and finishing costs resulting from change in quantity stated in Allowance.
- C. Contractor shall submit claim and supporting documentation for cost increase or decrease within ten (10) days of execution of Construction Change Directive. Failure to submit documentation within designated time shall constitute a waiver of claims for additional costs.

END OF SECTION

SECTION 012300

BID ALTERNATIVE PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Requirements and descriptions for products and scopes of Work identified as Bid Alternative in the Drawings and Specifications and listed as " Bid Alternative " on the Bid Proposal Form.

1.3 RELATED DOCUMENTS AND SECTIONS

- A. Division 2 through Division 17: Refer to product Specification Sections indicated in Bid Alternative descriptions and as may be affected by alternate products and scope descriptions.

1.4 GENERAL REQUIREMENTS FOR ALTERNATIVES

- A. To enable District to compare total costs where alternative materials and methods might be used or where scope of Work might be altered, Bid Alternative Work items have been established as described in this Section.
 - 1. Unless otherwise specifically provided, the work described in Alternatives shall be completed with no increase in Contract Time.
 - 2. Alternatives will be accepted in the order listed until the Construction Budget is reached.
- B. Contract Amount included in Base Bid and as stated in executed Agreement shall include all costs for Work described in Contract Documents.
- C. Contract Amount shall include all necessary provisions for Work described in alternatives, whether or not Alternatives are accepted. Base Bid specifications shall govern Work of alternatives unless otherwise specified.
- D. Bid Proposal Form or other means prescribed for submission of proposed cost of Work shall include line items for each Alternative described in this Section. No Alternatives other than as described in this Section shall be submitted, except in accordance with product options and substitutions provisions specified in Section 01610, Basic Product Requirements.
- E. Each Alternative is identified herein by number. This identification shall be used whenever referring to Work described in Alternative and when submitting cost proposals and payment requests.
- F. Alternative construction described in Alternatives and revised scopes of Work shall be performed only when such Alternative is made a part of the Work by specific provision in the District-Contractor Agreement, if selected by District prior to execution of the Agreement, or by Change Order or Change Directive if selected subsequent to execution of the Agreement.
- G. Costs for Alternatives shall be valid for no less than [_90_] calendar days from date of Agreement, and District may select any or all Alternatives during that time. Once an Alternative is selected and the Contract modified for Work as described in the Alternative, changes to return to original scope of Work will be made only by Change Order or Change Directive in accordance with provisions of the

Contract General Conditions for changes.

1.5 PRODUCTS AND EXECUTION

- A. If District elects to proceed on the basis of one or more of the described Alternatives, Contractor shall make all modifications to Work as required to provide products complete, in place and fully functional, including all labor, equipment, services and incidental consumables necessary to apply, install and finish Work described in Alternative in accordance with requirements specified in related product Sections of these Specifications.
- B. Cost for Alternatives shall be complete and include all net increases and decreases in Contract Amount for Work described in Alternative and for all changes in related Work. No claims for additional costs to District will be honored other than as stated in cost proposal for each Alternative.

1.6 ALTERNATIVES

- A. Alternative Bid No. 1 – Not Used
- B. Alternative Bid No. 2 – Not Used

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

Not Applicable to this Section.

END OF SECTION

SECTION 012700

UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Administrative and procedural requirements for unit prices.

1.3 RELATED SECTIONS

- 1. Section 01210 - Allowance Procedures: Procedures for using unit prices to adjust quantity allowances.
- 2. Section 01450 - Quality Control: General testing and inspecting requirements, including those tests and inspections based on unit prices.

1.4 DEFINITIONS

- A. Unit Price: An amount proposed by Bidder and stated on the Bid Proposal as a price per unit of measurement for materials or services that will be added to or deducted from the Contract Sum by Change Order in the event the estimated quantities of Work required by the Contract Documents are increased or decreased.
 - 1. Unit prices quoted in the Bid Proposal are for additions or deletions of approved items of Work.
 - 2. All unit prices quoted shall be for the items completely installed, furnished, and operable in accordance with the Contract Documents, and shall include profit, overhead, taxes, cost of coordinating the unit price work with adjacent work, compensation for risk of loss or damage to the work regardless of cause, all expenses due to delays in performance, so they are the complete price to the District.
 - 3. Unit prices shall not apply to work the Contractor elects to do for its own convenience or to correct errors committed by the Contractor.
 - 4. All unit prices shall remain in effect for the full term of the Contract.
 - 5. Quantities listed in the Contract Documents are approximate only. Contract Amount shall be adjusted by change order using unit prices listed for actual quantities of Work performed.

1.5 PROCEDURES

- A. Measurement and Payment Procedures: As stated in General Conditions of the Contract. Refer to individual product Specification Sections for Work that requires establishment of unit prices. Basis of each unit price is specified in those Sections.
 - 1. Measure: District reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this Work measured, at District's expense, by an independent surveyor.
- B. List of Unit Prices: A list of unit prices is included at the end of this Section. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

- C. The District are not obligated to use the unit prices.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES

- A. Not Applicable to this Section

END OF SECTION

SECTION 013100

COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Coordination of Work under Contract.

1.3 RELATED SECTIONS

- A. Section 011000 - Summary of the Work: Various types of Work to be coordinated including District-Furnished/Contractor-Installed products and work under separate Contracts.
- B. Section 016100 - Basic Product Requirements: Coordination of products especially general requirements for system completeness and product substitutions.

1.4 COORDINATION

- A. Coordination, General:
 - 1. Coordinate the Work according to provisions stated in Contract General Conditions. Do not delegate responsibility for coordination to any subcontractor.
 - a. Anticipate the interrelationship of all subcontractors and their relationship with the total work.
 - b. Resolve differences or disputes between subcontractors and materials suppliers concerning coordination, interference, or extent of work between sections. The Contractor's decisions, if consistent with the Contract Documents shall be final.
 - c. Coordinate the work of subcontractors and material suppliers so that their work is performed in a manner to minimize interference with and to facilitate the progress of the work.
 - 2. Coordinate Work under the Contract with work under separate contracts by the District.
 - 3. Coordinate utility and building services shut-downs and closures of vehicular and pedestrian thoroughfares including access to buildings and parking areas to minimize disruption of District activities.
 - 4. Be responsible for providing anchorage, blocking, joining, and other detailing as required to provide a complete project.
 - 5. Do not obstruct spaces required by the Code in front of electrical equipment, access doors, etc.
 - 6. Do not cover any piping, wiring, ducts, etc., until properly inspected and approved.
 - 7. Remove and replace any and all Work under any Section which is not in accordance with the Contract Documents with other materials and Work which is in conformance with the Contract Documents. Repair or replace all other Work damaged by these operations at no increase in contract price.
 - 8. This work shall be coordinated with all associated Work in a manner that will insure that all work will be accomplished as rapidly as the progress of the project will permit and so that no work will be

delayed for want of associated work.

- B. Coordination of OFCI Products: Contractor shall cooperate with the District and others as directed by the District Representative in scheduling and sequencing the incorporation into the Work of Owner Furnished/Contractor Installed (OFCI) products identified in the Contract Drawings and Specifications.
- C. Relationship of Contract Documents: N/A
- D. Discrepancies in Contract Documents: N/A
- E. Construction Interfacing and Coordination: Layout, scheduling and sequencing of Work shall be solely the Contractor's responsibility.
 - 1. Contractor shall verify, confirm, and coordinate field measurements so that new construction correctly and accurately interfaces with conditions existing prior to construction.
 - 2. Contractor shall bring together the various parts, components, systems, and assemblies as required for the correct interfacing and integration of all elements of the Work. Contractor shall coordinate the Work to correctly and accurately connect abutting, adjoining, overlapping, and related elements including work under separate contracts by the District, utility agencies, and companies.

1.5 COORDINATION OF SUBCONTRACTS AND SEPARATE CONTRACTS

- A. Superintendence of Work: Contractor shall appoint a field superintendent and a project manager, who shall directly and full time supervise and coordinate all Work of the Contract.
- B. Subcontractors, Trades and Materials Suppliers: Contractor shall require all subcontractors, trades, crafts and suppliers to coordinate their portions of Work with the Contractor's field superintendent to prevent scheduling, sequencing, dimensional and other conflicts, and omissions.
- C. Coordination with Work Under Separate Contracts: Contractor shall coordinate and schedule Work under the Contract with work being performed for the Project under separate contracts by the District serving utilities and public agencies. Contractor shall make direct contacts with parties responsible for work of the Project under separate contracts, in order to provide timely notifications and to facilitate information exchanges.

1.6 MECHANICAL AND ELECTRICAL COORDINATION

- A. Mechanical and Electrical Coordination: Contractor shall be technically qualified and administratively experienced in field coordination for the type of mechanical and electrical Work required for this Project, for the duration of the Work.
 - 1. Work out all "tight" conditions involving work of various sections in advance before installation. If necessary, and before work proceeds in these areas, prepare supplementary drawings for review showing all work in "tight" areas.
 - 2. Provide supplementary drawings and additional work necessary to overcome "tight" conditions at no increase in contract price. Refer to Section 01330 - "Submittal Procedures."
 - 3. Coordinated layout shop drawings shall be dimensionally accurate and detailed, giving complete dimensions of all locations, elevations, and clearances. Show exact locations of the following:
 - a. Ductwork
 - b. Piping, including fire protection systems.
 - c. Valves and piping specialties, including all air vents and drains.

- d. Dampers
 - e. Access doors
 - f. Control and electrical panels
 - g. Adjustable frequency controllers
 - h. Motor control centers and transformers
 - i. Disconnect switches
 - j. Elevator equipment
 - k. Electrical cable trays and main conduits
 - l. District-furnished, Contractor-installed equipment.
- 4. Coordinated layout shop drawings shall show actual architectural and structural constraints and site conditions.
- 5. Coordination:
 - a. Fully coordinate work between trades with actual architectural, structural, and site conditions.
 - b. Coordinate all adjustments required. Clearly identify by circling these adjustments on the coordinated layout shop drawings.
 - c. If Contractor has specific questions regarding coordination of the installation with structural, architectural and site conditions and work between trades, submit same with appropriate shop drawings documenting areas in question with Contractor's proposed installation.
- 6. Submission and review of coordinated layout shop drawings:
 - a. Prepare reproducible drawings.
 - b. Submit to each trade for review of space allocated to all trades.
 - c. Revise drawings to compensate for review by each trade.
 - d. Review revisions with each trade.
 - e. Submit to Architect for review.
 - f. Review of coordinated layout shop drawings is only for verification that Contractor has performed coordination work as specified herein.
 - (1) Review does not include verification of exact dimensions, clearances, arrangements and/or compliance with codes.
- 7. Final coordinated layout shop drawings shall show that all trades affected have made reviews and shall be signed by each trade at completion of coordination.
 - a. General Contractor is to assure that each trade has coordinated work with other trades.
 - b. Include stamp with labeled space for each trade to sign on each submittal indicating that layout shop drawing has been coordinated.
 - c. No layout shop drawing will be reviewed without stamped and signed coordination assurance by General Contractor.
- 8. Coordinated layout shop drawings showing work of all trades are required. Individual trade layout shop drawings will not be accepted.

1.7 SUBMITTALS

- A. Coordination Documents: Coordinate shop drawings, diagrams and other specified in various product Sections of the Contract Specifications. Submit coordination drawings and schedules as specified below, prior to submitting shop drawings, product data, and samples.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 – EXECUTION

3.1 COORDINATION REQUIRED

- A. Coordinate Work specified in Division 13 - Special Construction, Division 15 – Mechanical and Division 16 – Electrical within each Division, between these Divisions, and with Work specified in other Divisions.
- B. Coordinate progress schedules, including dates for submittals and for delivery of products.
- C. Conduct meetings with suppliers, installers and others concerned with the Work, to establish and maintain coordination of layout, sequencing and completion of various elements of Work.
- D. Conduct meetings with installers and others concerned with the Work, to properly integrate various mechanical and electrical systems, to facilitate construction and to provide proper access and work space for maintenance, renovation and improvement of system components. Include participation by representatives of District, including maintenance personnel.
- E. Assist in resolution of conflicts by providing technical advice, coordination drawings and three dimensional representations of integrated system components, including computer and physical models as necessary.
- F. At construction progress meetings, report on progress of Work to be adjusted under coordination requirements and any necessary changes in sequencing and scheduling of Work.
- G. Transmit minutes of coordination meetings and reports to District Representative, Architect, Architect's consultants (as applicable) and to meeting participants.

3.2 COORDINATION DOCUMENTS

- A. Coordination Drawings and Models: Contractor shall prepare coordination drawings and three-dimensional models, in computer form and in physical form as necessary, to organize layout and installation of mechanical and electrical products for efficient use of available space, for proper sequence of installation, for integration with building structure, for future maintenance and renovation, and to identify potential conflicts between systems and elements.
- B. System Services: Contractor shall identify on coordination drawings and models all plumbing and electrical power and signal services required for each component of each system.
 - 1. Contractor shall certify that characteristics of services and controls are correct for each component.
 - 2. Certification shall be in written form and signed by Contractor and mechanical and electrical coordinator.
- C. Responsibility and Services Matrix: Contractor shall prepare schedule a matrix identifying elements of mechanical and electrical Work requiring coordination, as specified in each Section in Divisions 1 through 16 of the Contract Specifications.
 - 1. Include identification of parties having responsibilities related to each element of Work and describe what that responsibility shall be.
 - 2. Include required off-site and on-site tests and inspections for various elements of Work.

3. Include identification of administrative activities related to each element of mechanical and electrical Work, such as product data, shop drawings, coordination drawings, samples, mock-ups, test reports for each element of Work.
 4. Include identification of elements of Work requiring temporary services.
- D. Maintenance and Disposition of Coordination Documentation: Maintain coordination documents, including models, for duration of the Work, recording all changes. After review of original and revised documents and models by the District Representative and the Architect, submit documents and models as part of Project record documents. See Section 017890 - Project Record Documents.

3.3 COORDINATION OF SUBMITTALS

- A. Submittal Reviews by Mechanical and Electrical Coordinator: In addition to specified review actions by Contractor, specified in Section 013300 - Submittals Procedures, all product data, shop drawings and samples shall be reviewed by the mechanical and electrical coordinator for proper coordination of various elements of Work, as described in the preceding Article titled "Coordination Documents."
1. Include District-furnished/Contractor-installed (OFCI) products.
 2. Include products to be provided (furnished and installed) under separate contracts by the District, to the extent that information is provided in the Contract Documents and supplemental instructions from the District Representative.
 3. Review by Contractor shall be completed prior to submission of product data, shop drawings, and samples to Architect for review.
 4. Indicate review actions by Contractor by signed review stamp and other appropriate notations on submittals.
 5. Coordinate with other review actions to be taken by Contractor, as specified in Section 013300 - Submittals Procedures.
- B. Field Conditions: Contractor shall verify field dimensions and clearances and relationship to available space and anchoring provisions. Report conflicts in writing to the Architect and the District Representative.
- C. Product Characteristics: Contractor shall:
1. Verify compatibility of equipment and other elements requiring plumbing, HVAC and electrical services and signals with services to be provided.
 2. Verify motor voltages and control characteristics.
 3. Coordinate controls, interlocks, wiring of pneumatic switches, and relays.
 4. Coordinate wiring and control diagrams.
 5. Review the effect of changes in one element of the Work of other elements of the Work. Identify conflicts and report conflicts in written and graphic form to the Architect and the District Representative.
 6. Verify information provided in maintenance and operating instructions and coordinate preparation of

maintenance and operation data. See Section 017830 - Operation and Maintenance Data.

3.4 COORDINATION OF SUBSTITUTIONS AND MODIFICATIONS

A. Review of Proposed Substitutions: See Section 016300 - Product Substitution Procedures. Contractor shall review Contractor's proposals and requests for substitution prior to submission to Architect.

1. Contractor shall verify compliance with Contract Documents and shall certify compatibility with other elements of the Work, including proper integration with building structure, load limitations, operating and maintenance space and accessibility provisions, and suitability for available building services, including plumbing and electrical power and signal systems.
2. Contractor shall prepare and submit recommendation for action regarding proposals, including identification of related changes in other elements of the Work.

3.5 SYSTEM AND EQUIPMENT START-UP

A. Observations of System and Equipment Activation and Start-Up: Contractor shall observe activation and start-up of systems and equipment, including all Work specified in Divisions 2 through 17 with connections to utilities, building services and controls.

1. Contractor shall verify that utilities, building services and control systems are properly connected, complete and functional within criteria of manufacturer and criteria indicated in the Contract Documents.
2. Contractor shall verify that activated elements are properly anchored and that operating components operate properly according to the component's intended design.
3. Contractor shall verify that activated elements of the Work are in operable condition according to normal operating characteristics required by the manufacturer and the Contract Documents.
4. Should adjustments be necessary to activated elements, Contractor shall advise the Architect and the District Representative of necessary actions and shall observe that proper actions are performed to achieve required operating characteristics.

B. Observations of System and Equipment Demonstrations: Contractor shall observe performance demonstrations including equipment demonstrations to the Architect and the District Representative. Record times and additional information required for operation and maintenance manuals.

C. Documentation of Observations of Activation, Start-Up, Adjustment and Demonstration: Contractor shall keep written record of activation, start-up, operational tests and inspections and necessary adjustments and re-tests and re-inspections.

1. Documentation shall include record of time and date of activation, start-up, operational tests and inspections and shall include measured results of tests and inspections.
2. Documentation shall be submitted to the District Representative and the Architect.

3.6 INSPECTION AND ACCEPTANCE OF EQUIPMENT

A. Contract Completion Review:

1. Prior to Contract Completion review, Contractor shall verify that each component and system has been

properly adjusted, cleaned, lubricated, inspected and tested, and is ready operation and use.

END OF SECTION

SECTION 013120

PROJECT MEETINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 REQUIREMENTS INCLUDED

- A. Preconstruction meeting.
- B. Construction progress meetings.
- C. Pre-installation conferences.

1.3 RELATED REQUIREMENTS

- A. Section 014500 - Quality Control: General requirements for construction quality, to be reviewed at construction progress meetings.
- B. Section 013210 - Construction Progress Schedules: General requirements for construction progress schedules, to be reviewed at construction progress meetings.
- C. Section 013220 - Construction Progress Reports: General requirements for construction progress reports, to be reviewed at construction progress meetings.
- D. Section 013300 - Submittals Procedures: Status of submittals to be reviewed at construction progress meetings.
- E. Section 017700 - Contract Closeout Procedures: Contract closeout meeting.

1.4 PRECONSTRUCTION MEETING

- A. Preconstruction Meeting: District Representative will administer a preconstruction meeting immediately prior to Contractor mobilization onto the project site.
 - 1. Representatives of the District, the Contractor, Architect, Architect's Consultants, and campus representatives, as appropriate, will attend.
 - 2. Contractor and major subcontractors, as appropriate, shall attend.
- B. Schedule: Schedule preconstruction meeting within five days of construction start date established in the Notice to Proceed.
- C. Location: Preconstruction meeting will be held at a location as directed by the District Representative.

D. Agenda: Preconstruction meeting shall cover the following topics as a minimum.

1. Special Project Procedures: Site access restrictions, if any, and requirements to avoid disruption of operations at adjoining facilities. Present District's requirements for use of premises.
2. Designation of Key Personnel: Contractor shall designate key personnel and provide a name and address list that includes the following.
 - a. Contractor: Project Manager and Superintendent.
 - b. Major subcontractors: Principal/Project Manager and Superintendent.
 - c. Major materials suppliers: Contact person.
3. Subcontractors List: Distribute and discuss list of subcontractors and suppliers.
4. Coordination: Review requirements for Contractor's coordination of Work. Review sequence and schedule for work being performed for District under separate contracts. Discuss coordination of construction to minimize impacts on continuing Campus operations.
5. Project Communication Procedures: Review requirements and administrative requirements for written and oral communications.
6. Construction Schedule: Distribute and discuss initial construction schedule and critical work sequencing of major elements of Work, including coordination of District-Furnished/Contractor-Installed (OFCI) products and work under separate contracts by serving utility agencies and companies and District.
7. Campus and Site Security: Review requirements for Contractor to develop and implement site security.
8. Safety Program: Review requirements for Contractor to develop and implement safety program in compliance with Contract General Conditions.
9. Site Access by District Representative: Review requirements and administrative procedures Contractor may wish to institute for identification and reporting purposes.
10. Permits and Fees: Review Contract requirements and review schedule and process for obtaining permits and paying fees.
11. Project Layout: Review requirements for laying out of Work, including surveying requirements.
12. Construction Facilities: Designate storage and staging areas, construction office areas and parking areas and review site access requirements.
13. Temporary Utilities: Requirements for establishing and paying for temporary water, power, lighting and other utility services during construction, including metering and allowances. Refer to Section 001510 - Temporary Utilities.
14. Construction Progress Schedules: Review requirements for preparation and updating of construction progress and submittals schedules.
15. Payment Procedures: Review requirements for preparation and submission of applications for progress

payments and for final payment.

16. Change Procedures: Review requirements and administrative procedures for Change Orders, Field Instructions and Contractor's Requests for Interpretation (RFI).
17. Submittals Administration: Review administrative procedures for shop drawings, product data and samples submittals and review of preliminary Submittals Schedule.
18. Materials and Equipment: Review substitution or equal product requirements; review schedule for major equipment purchases and deliveries; review materials and equipment to be provided by District (OFCI products).
19. Testing and Inspection: Review tests and inspections to be performed by the following.
 - a. Independent testing and inspection agency.
 - b. Manufacturers and installers.
 - c. Serving utilities and public agencies.
 - d. Authorities having jurisdiction.
20. Operation and Maintenance Data: Format and content of operation and maintenance manuals. Refer to Section 017830 - Operation and Maintenance Data.
21. Instruction of District's Personnel: Review requirements and scheduling of instruction of personnel specified in Section 018200 - Demonstration and Training and in various Sections in Divisions 2 through 33 of the Specifications.
22. Starting and Adjusting Procedures: Review requirements of starting and adjusting operating components. Refer to Section 001750 - Starting and Adjusting Procedures.
23. Project Record Documents: Review requirements and procedures for preparing, reviewing and submitting project record drawings and specifications.
24. Construction Cleaning: Review requirements for progress and final cleaning specified in Section 017400 - Cleaning Requirements.
25. Contract Closeout: Review requirements specified in Section 017700 - Contract Closeout Procedures, including procedures for filing of Notice of Completion, final payment and submittals.

1.5 CONSTRUCTION PROGRESS MEETINGS

- A. Construction Progress Meetings: Meetings will be held to review progress and quality of construction. The essence of the discussion of each meeting shall be entered into the written record (minutes) of the meeting by the contractor.
- B. Schedule: Construction progress meetings shall be periodically scheduled throughout progress of the Work. Frequency shall be as determined necessary for progress of Work. Generally, it is intended that construction progress meetings be held at weekly intervals.
- C. Administration: The Contractor shall make physical arrangements for meetings. Contractor shall prepare agenda

with copies for participants, preside at meetings, record minutes and distribute copies within one working day to District Representative, Architect, participants and those affected by decisions made at meetings. Each discussion item at construction progress meetings shall be numerically identified and carried through subsequent meeting minutes until resolved. Minutes shall be maintained on the Contractors Electronic Project Management System per Section 013200 - Electronic Project Management System.

- D. Attendance: Contractor's project manager and jobsite superintendent shall attend each meeting. Contractor's subcontractors and suppliers may attend as appropriate to subject under discussion. District Representative will attend each meeting. Architect's consultants will also attend, as appropriate to agenda topics for each meeting and as provided in District-Architect Agreement.
- E. Suggested Agenda for Each Construction Progress Meeting:
 - 1. Meeting Minutes: Review and correct, if necessary, minutes of previous meeting.
 - a. Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.
 - b. Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.
 - c. Challenge to minutes shall be settled as priority portions of "old business" at the next regularly scheduled meeting.
 - 2. Progress of the Work: Since last meeting and proposed progress.
 - a. Identify potential problems which might impede progress.
 - b. Develop corrective measures and procedures, including but not necessarily limited to additional manloading to regain planned schedule.
 - c. Review three-week "look ahead" construction schedule, including identification of conflicts and delays.
 - 3. Ordering Status: Review status of long-lead time equipment and materials delivery affecting construction progress.
 - 4. RFI Status: Review status of Requests for Interpretation (RFI) status.
 - 5. Submittals Status: Review shop drawings, product data and samples submission and review status.
 - 6. Contract Modifications: Pending Change Orders and Field Orders. Review status of proposed substitutions.
 - 7. Old Business: Active discussion topics carried over from previous meetings.
 - 8. New Business: New topics of discussion affecting construction progress and quality.
 - 9. Quality Control: Review maintenance of quality standards and identification of non-conforming Work, including proposed remedial measures to be taken by Contractor.
 - 10. Project Record Documents: Status of project record drawings and specifications.
 - 11. Environmental and Safety Issues.
 - 12. Other items affecting progress and quality of the Work.

- F. Meeting Time and Location: As mutually agreed by the Architect, the Contractor, and the District Representative at on-site location.
- G. Special Meetings: As necessary, the Architect, the Contractor, or the District Representative may convene special meetings to discuss specific construction issues in detail and to plan specific activities.

1.6 PRE-INSTALLATION CONFERENCES

- A. Pre-Installation Conferences: When specified in individual product specification Sections, convene a pre-installation conference prior to commencing Work specified in individual product Sections.
 - 1. Require attendance by representatives of firms whose activities directly affect or are affected by Work specified in the Section.
 - 2. Review conditions of installation, preparation and installation procedures and coordination with related Work and work under separate contracts.

1.7 CONTRACT COMPLETION MEETING

- A. Contract Closeout Meeting: As specified in Section 017700 - Contract Closeout Procedures.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

END OF SECTION

SECTION 013200
ELECTRONIC PROJECT MANAGEMENT SYSTEM

1.00 GENERAL

1.01 DESCRIPTION

- A. This Section is in addition to the Contract General Conditions.
- B. The Contractor shall be required to provide an Electronic Project Management (EPM) system, for electronic construction management document control and communications between the District, Architect of Record, other project-related consultants, and Contractor. The system will be maintained and owned by the contractor but operated collaboratively by the Project Team.
- C. The EPM system will contain information the following information available to the contractor and project team:
 - 1. Submittal Information and Logs
 - 2. Requests for Information and Logs
 - 3. Inspection Requests / Reports
 - 4. Non-Compliance Inspection Reports
 - 5. Project Photographs
 - 6. Project Meeting Minutes
 - 7. Project FTP Site
 - 8. Electronic Drawings, Sketches, ASIs
 - 9. Other Documentation as determined by the District Representative.
- D. All Request For Information (RFIs) and Inspection Requests shall be submitted by the Contractor to the District electronically via contractor's EMP system.
- E. The District will **NOT** accept faxed and/or computer generated documentation and/or hand written documentation of RFIs, RFI Sketches, and/or Inspection Requests.
 - 1. The Contractor shall be solely responsible for data entry via EPM system for the generation of RFIs.
 - 2. The contractor shall be solely responsible for the scanning of sketches/drawings as necessary for the electronic submittal and attachment of necessary information related to RFIs.
 - 3. Contractor shall supply field personnel all necessary computer equipment necessary to enter RFIs electronically.
- F. Submittals shall be submitted via hard copy per Section 013300 - Submittal Procedures.

1.02 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall have sufficient computer(s) with capabilities to access the system at their on-site and off-site project offices. At the pre-construction meeting, the District shall provide to the Contractor the email addresses of all District personnel that the District chooses to have access to the EPM system

and information. The Contractor shall provide training and technical support to the District's personnel for use of the EPM system. The Contractor shall plan on an average of 4-hours training for each of the Contractor's personnel who will be using the system. Having the above capability in place onsite is a condition precedent to processing the Contractor's first payment request.

1.03 OFFICIAL RECORDS

- A. The documentation and records maintained on the EPM system will be the "Official Records" for the project. This documentation shall be the records for the adjudication of any and all disputes. At the conclusion of the project all records can be made available via Adobe "pdf" on a USB flash drive.

END OF SECTION

SECTION 013210

CONSTRUCTION SCHEDULE

PART 1 – GENERAL

1.01 DESCRIPTION

- A. This Section is in addition to the Contract General Conditions and Supplementary General Conditions.
- B. Contractor shall develop a network plan and schedule for the project demonstrating complete fulfillment of all contract requirements and shall keep the network plans up to date in accordance with the requirements of this section. Contractor shall employ the Critical Path Method (CPM) in developing the plan and schedule, and in the planning, coordinating, performing and reporting the work under this contract, including all activities of Subcontractors, equipment vendors, suppliers, and any District functions that impact the work. It is explicitly understood that the schedule shall be employed by, and is vital to, the District Representative and District in monitoring the progress of the Work and administering this Contract.
- C. The CPM schedule shall be prepared using Primavera Project Planner version 3.1, Primavera SureTrak version 3.0, or newer or equal. Equivalency of a proposed substitute CPM program shall be determined by the District Representative at his/her sole discretion upon the application of the Contractor. Regardless of which scheduling software is used it must have a the capability of a definitive "Data Date" that will illustrate impacts to individual activities and the overall project where the activities' progress is not progressing as originally planned or they have not started as planned. If a later version of either Primavera product is used in the development of the schedule it is the responsibility of the contractor to assure that it is readable in Primavera version 3.1.
- D. The principles and definition of CPM in terms used herein shall be as follows:
 - 1. CPM network is a graphic description of the construction plan, showing the sequential steps needed to reach the completion of the Work. It shall depict events and tasks, and their interrelationships, and shall recognize the progress that must be made in one task before subsequent tasks can begin. The CPM network shall be comprehensive and shall include all interdependencies and interactions required to perform the Work of the Project. The only activity in the schedule that will not have a predecessor is the Project Start or Notice to Proceed Milestone. The only activity in the schedule that will not have a successor is the Project Completion Milestone. All other activities in the schedule shall have predecessor and successor logic ties.

1.02 SUBMITTALS Refer to Section **013300**, SUBMITTALS, for procedures.

- A. Within ten (10) calendar days following receipt of Notice to Proceed prior to the full execution of signed Agreement, and prior to engaging a scheduling consultant or commencing performance of the work specified in this Section with its own forces, Contractor shall submit to the District Representative:
 - 1. The name and the address of the proposed scheduling consultant.
 - 2. Information sufficient to show that the proposed scheduling consultant or Contractor's own organization has scheduling support staff and computer facilities meeting the requirements herein.
 - 3. A list of prior projects, with Owner telephone contact numbers for which the proposed scheduling consultant or Contractor's own organization, or staff thereof, has performed services similar to those required for this Contract.

The acceptability of the proposed scheduler will be at the sole discretion of the District Representative.

- B. A "Draft" Initial Contract Schedule shall be submitted no later than the pre-construction kick-off

meeting date followed by the Initial Contract Schedule submittal based upon District's comments.

- C. Contractor shall submit preliminary submittal schedule to District Representative no later than 10 calendar days following the Notice to Proceed.
- D. Submit Initial Contract Schedule within 30 calendar days after District's issuance of the Notice to Proceed to Contractor. Submittal of this schedule is a requirement for approval of the Contractor's first Application for Payment.
- E. Submit Final As-Built Schedule.
- F. Monthly updated Initial Contract Schedules (hereinafter referred to as the Monthly Baseline Schedules) and reports; three (3) each, referenced herein shall be submitted concurrently in a single package. It is expected that this submittal shall precede by five (5) days the Contractor's pay application. It is understood that Monthly updated schedules are a condition precedent to the processing of payment applications. Contractor shall also submit a copy of the computer data disks used to produce hard copy submittals. The electronic file of the schedule shall be readable in Primavera Project Planner version 3.1. A PDF file format is not considered an electronic copy of the schedule submittal.
- G. All other required reports referenced herein, typically three (3) each per occurrence.
- H. Submit one (1) reproducible and three (3) color plots on "E" size sheets (approximately 34" x 44") of each required schedule and three (3) copies of all required reports. Contractor shall also submit a copy of the computer data disks used to produce hard copy submittals. The computer data disks will contain the schedule computer files in Primavera version 3.1 compatible format. A PDF file Format is not considered an electronic copy of the schedule submittal.

1.03 ACCEPTANCE

- A. District Representative shall have the right to accept or reject the proposed scheduling consultant or Contractor's proposed Project Manager, Superintendent and Project Engineer. Contractor shall re-propose qualified alternates at no additional cost to the District within three (3) calendar days thereafter and until such time as District Representative's approval is received. Notice to Proceed will not be issued until the three key contractor's staff members have been approved.
- B. Acceptance of the Contractor's Initial Contract Schedule by the District Representative will be a condition precedent to the making of any progress payment for work performed beyond ninety (90) days from receipt of the Notice to Proceed.
- C. The required schedules and reports shall be prepared and submitted for review and approval in accordance with the General Conditions, Supplemental General Conditions, and this Section.
- D. The monthly updating of the Baseline Schedule and reports shall be an integral part and basic element of the estimate upon which progress payments will be made. Submittal, review and approval by District Representative of these items shall be a condition precedent to the making of progress payments. If, in the judgment of District Representative, Contractor fails or refuses to provide a complete updated Monthly Baseline Schedule or reports, as specified, the Contractor will be deemed to have not provided the required estimate upon which progress payments may be made, and shall not be entitled to such progress payments unless or until it has furnished the aforesaid schedules. If the Contractor fails to comply or is late in compliance with this requirement, and the District finds it to be in their best interest to process the monthly payment, an amount not exceeding \$10,000 shall be retained from any monthly progress payment until compliance is effected. District shall deduct the withheld amount from the contract amount if delinquent for each additional month. Continued failure by the Contractor to meet its responsibilities under this specification shall be a basis for termination for cause.

- E. In the event the contractor submits a viable, contractually compliant construction schedule which indicates project completion at a date earlier than the contractually provided contract duration, the acceptance of such a schedule will not change the contract time. In such an event, a schedule activity entitled "project float," of a duration equal to the difference between the proposed construction duration and the contract duration, will be added to the schedule. All project float is a project resource for the contractor and the District, and is not for the exclusive use of either party.

1.04 CONSTRUCTION ANALYSIS

- A. Contractor shall use Primavera Project Planner version 3.1, Primavera SureTrak version 3.0, or newer or equal. Contractor shall coordinate with District Representative to produce the following minimum information with the Initial Contract Schedule:
1. Activity identification;
 2. Activity description;
 3. Status date and original/remaining duration;
 4. Activity percentage complete;
 5. Activity duration;
 6. Early start/finish and late start/finish;
 7. Total float;
 8. The predecessor and successor activities for each individual activity;
 9. A comparison between the current update and the baseline schedule;
 10. Designation of the planned work day/work week for each activity;
 11. A near-critical item list of activities with ten (10) working days or less total float;
 12. Scheduled and actual manpower loading for each activity; and
 13. Scheduled and actual progress payment for each activity.
- B. Should the Contractor develop the schedule in any version of a Primavera product newer than Primavera Project Planner version 3.1 or SureTrak version 3.0 the schedule will be developed utilizing the "Project Level" coding not the "Enterprise" or "Global" Level. It is the Contractor's sole responsibility to insure that all coding included in the schedule on their computer(s) is transferred and readable by the District in the electronic format.

1.05 QUALITY ASSURANCE

- A. To assist in the preparation and for the production of the required submittal of the Schedules and Reports outlined in this Section, Contractor shall engage, at his own expense, a CPM consultant having the following qualifications, except that Contractor may perform these services with its own organization if Contractor itself has such qualifications:
1. Have a staff of two (2) or more employees regularly engaged and skilled in the application of computerized CPM scheduling methods on similar or larger size construction projects.
 2. Possess or have access to computer programs for preparation and production of schedules and reports.
 3. Have computer facilities or access on short notice to computer facilities with the capability of delivering a CPM plot and readout within 48-hours, and;
 4. Scheduling Software
 - a. Contractor shall utilize a Windows-based computer-software program compatible with Primavera Project Planner version 3.1 or Primavera SureTrak version 3.0, or newer or equal.
 - b. Use of Scheduling Software other than Primavera Project Planner version 3.1 or Primavera SureTrak version 3.0.
 1. If the Contractor requests and receives authorization from the District to utilize scheduling software other than that indicated above, the Contractor will still be obligated to provide the schedules to the District in Primavera Project Planner version 3.1.
 2. Any conversions of schedule files that may be required to accommodate the Primavera Project Planner version 3.1 will be performed by the Contractor at no cost to the District.

3. In the event that there is a difference between the schedule as developed in the software utilized by the Contractor and the schedule as converted to and used by the Primavera products, the schedule that is used in the Primavera product shall have primacy.

1.06 CONTRACT DELIVERABLES

A. Draft Initial Contract Schedule:

1. Submission:

- a. Contractor shall submit a “draft” Initial Contract Schedule to District Representative no later than the date of the project preconstruction conference as scheduled by the District Representative. The draft Initial Contract Schedule will include all activities that are required or anticipated to be complete within the first 90-calendar days of the project. The draft Initial schedule shall also contain a summarization of the remaining activities formatting the remaining work areas, overall contract duration, milestones, etc. for the remainder of the project. Failure to submit this Draft Initial Contract Schedule by the pre-construction kick-off meeting will result in the assessment of Liquidated Damages in the amount of \$100.00 per day until it is submitted.
- b. Any revisions deemed necessary by District Representative as a result of its review (14 calendar days) shall be incorporated into the Contractor’s “draft” Initial Contract Schedule and re-submitted to District Representative for review within ten (10) calendar days after Contractor’s receipt of the “draft” Preliminary Initial Contract Schedule from District Representative

2. Form:

- a. Prepare the “draft” Initial Contract Schedule as a time-scaled CPM network showing continuous flow from left to right. Durations and specific calendar dates shall be clearly and legibly shown for the start and finish of each work activity in sufficient detail to demonstrate preliminary planning for the Work and to represent a practical plan to complete the Work within the Contract Time. The “draft” Initial Contract Schedule shall also be submitted to the District Representative in electronic format

3. The “draft” Initial Contract Schedule shall include but not be limited to:

- a. A legend of scheduled activities.
- b. Scheduled work activities that clearly indicate the scope of work to be completed.
- c. Major milestones, which are critical to the completion of the work, including but not limited to the following: NTP date; mobilization; coordination review and detailing activities; contractor quality control review activities; substantial completion and contract completion.
- d. Major work activity categories to be included in the Initial Contract Schedule
- e. Submittals Section, containing submission, review, procurement and delivery of all project materials. All contractually required submittals shall be incorporated into the schedule.
- f. OFCI/OFOI items
- g. Start up, Testing, Inspections and Commissioning.
- h. Punch list formulation District’s, etc.) and correction
- i. Contractor closeout documentation and training.
- j. Contractor punch list corrective work.
- k. Demobilization and project completion.
- l. Inclement weather days.
- m. A plot of the “draft” Initial Contract Schedule with a clearly highlighted critical path.
- n. Calendar designations identifying all holidays and non-working days.
- o. This “draft” Initial Contract Schedule shall be formatted to accept manpower, resource and cost loading (i.e., resource dictionaries and cost codes, etc.) when fully developed. The cost

loading shall be derived from the initial Schedule of Values submitted by the Contractor. Once an accepted Baseline Schedule has been achieved, the costs reflected therein will be the official Schedule of Values for the project and utilized for payment application.

- p. The "draft" Initial Contract Schedule shall contain an activity code structure sufficient to allow future sorting/grouping by responsibility or subcontractor, area/location, CSI division, SOV identification, Milestones and a code entitled "Update" that will identify the schedule submission when specific activities were added to the network (new activities, Change Orders, FI's, etc.).
- q. Should the Contractor develop the schedule in any version of a Primavera product newer than Primavera Project Planner version 3.1 or SureTrak version 3.0 the schedule will be developed utilizing the "Project Level" coding not the "Enterprise" or "Global" Level. It is the Contractor's sole responsibility to insure that all coding included in the schedule on their computer(s) is transferred and readable by the District in the electronic format.

B. Initial Contract Schedule:

1. Contractor shall submit to District Representative for review and approval an Initial Contract Schedule no later than thirty (30) calendar days after Notice to Proceed, but in such time to allow for review and approval ninety (90) days from the Notice to Proceed. The Initial Contract Schedule shall be a computerized detailed task level CPM diagram in precedence diagramming method (PDM) format. A clear delineation of construction activities shall be shown on the Initial Contract Schedule. This schedule shall be manpower, resource and cost loaded. Failure to submit this Initial Contract Schedule within the time frame indicated herein will result in the assessment of Liquidated Damages in the amount of \$100.00 per day until it is submitted.
 - a. Contractor and requested subcontractors shall participate in a review of the proposed Initial Contract Schedule by District Representative when requested to do so. Any revisions deemed necessary by District Representative as a result of this joint review shall be re-submitted within ten (10) days after said meeting.
2. All activities in the Initial Contract Schedule shall have sufficient code structure to enable a sort by activity code, or "rollup" of the activities in the form of a Summary Schedule. The code structure will allow sufficient sorting capabilities to group by: responsibility (by subcontractor), location (building, floor, area, etc.), type (submittal, approval, change, etc), milestones, CSI division, etc.
3. The work activities comprising the Initial Contract Schedule shall be of sufficient detail to ensure adequate planning and execution of the Work and such that the schedules provide an appropriate basis for monitoring and evaluating the progress of the Work. A work activity is defined as a singular task that requires time and resources (manpower, equipment, and/or material) to complete in a continuous operation (excepting submittal activities, review/approval activities, and fabrication and procurement activities). No activity shall be less than one (1) nor more than fifteen (15) days in duration for any on-site operation. All holidays and non-working days shall be identified by way of calendar designations.
4. The Initial Contract Schedule shall be a cost, manpower and resource-loaded CPM schedule. Mobilization, bond and insurance costs may be shown separately; however, other general requirement costs, overhead, profit, etc., shall be prorated throughout all the activities. The cost-loaded activities of the Initial Contract Schedule shall roll up into cost accounts from the Schedule of Values, which shall be in Construction Specifications Institute (CSI) format and shall be basis for establishing the distribution of costs within the Schedule of Values. Costs relating to each activity shall be distributed evenly over the duration of the activity.
5. Failure by Contractor to include any element of the work required for the performance of this Contract and completion of the Project, including all submittals, shall not excuse Contractor from completing all work required within the time for completion, notwithstanding District Representative's acceptance of the Initial Contract Schedule.

6. No more than 20% of the total number of activities shown on the schedule shall be critical or near critical. Near critical is defined as float less than ten (10) days.
7. The schedule shall indicate the sequence and interdependency of all work activities. All activities shall be linked by finish-to-start (FS) relationships only. No other type of relationships shall be permitted (including, but not limited to: start-to-start, finish-to-finish, and start-to-finish relationships) without the prior written permission of the District Representative. Constraints in the schedule shall be limited to those called for in the contract. Any requested additional constraints on activities shall be kept to a minimum and subject to the written permission of the District Representative. Lags will not be used without the prior written permission of the District. In no case will positive lags be permitted in Finish-to-Start relationships. Milestones shall also be limited to those specifically called for in the contract. Unless otherwise called for in the contract, there shall be only two milestones; one for the Notice to Proceed and one for Project Completion.
8. A combined three (3) week Look-Ahead Schedule with a one (1) week As-Built Schedule for the previous week shall be submitted by Contractor to District Representative for review and approval at each progress meeting. The Contractor shall status the schedule on a weekly basis. This Look-Ahead Schedule shall be derived from this weekly status. The cumulative status of the Look-Ahead schedules shall be the basis for the Monthly Update submittal. In no event shall the Contractor utilize a separate schedule for generation and maintenance of the Look-Ahead schedules. If the superintendent's and revised Baseline Schedule schedule's logic deviate significantly, a reconciliation of the two schedules shall be required. This revision shall follow procedures as outlined in 01321C.2, as described below.
9. Critical Work activities are defined as Work activities which, if delayed or extended, will delay the scheduled completion date of the Work. All other Work activities are defined as non-critical Work activities and are considered to have float.
10. Float is defined as the time that a non-critical Work activity can be delayed or extended without delaying the scheduled completion of milestones specified in this Section or the scheduled completion date of the Work, or both. Float time is not for the exclusive use or benefit of either District or Contractor. Neither Contractor nor District shall have an exclusive right to the use of float. Document the effect on the updated Contract Schedule whenever float has been used.
11. Delays of any non-critical Work shall not be the basis for an extension of Contract Time until the delays consume the float associated with that non-critical Work activity and cause the Work activity to become critical.
12. Contractor shall not sequester float through strategies including extending activity duration estimates to consume available float, using preferential logic, using extensive or insufficient crew/resource loading, use of float suppression techniques like Zero Total Float constraints, special lead/lag logic restraints or imposed dates. Use of float time disclosed or implied by the use of alternate float suppression techniques shall be shared to the benefit of both District and Contractor.
13. Not Used.
14. Once approved by District Representative, Contractor's Initial Contract Schedule shall be known as the Baseline Schedule and shall be used by Contractor for executing the Work of the Contract, including planning, organizing and directing the Work, and reporting its progress until subsequently revised. No unilateral changes shall be made to the Baseline Schedule without the prior approval and consent of the District, excepting only the reporting of Actual Start, Actual Finish, and Activity Progress.

C. Baseline Schedule Updating and Progress Payments:

1. The Baseline Schedule shall be updated on a monthly basis (or at lesser intervals if deemed necessary by District Representative without additional cost to District for reasons such as work activities being thirty (30) days or more behind schedule) for the purpose of recording and monitoring the progress of the work. Contractor shall meet with District Representative each month to review actual progress made to date, activities started and completed to date, and the percentage of work completed to date on each activity started but not completed. Upon completion of the joint review, Contractor shall prepare the updated Baseline Schedule and submit it to District Representative.
2. The updated Baseline Schedule shall incorporate all changes mutually agreed upon by Contractor and District during preceding periodic reviews and all changes resulting from approved Change Orders and Field Orders. Unauthorized, unilateral contractor changes to logic or activities shall not be allowed.
3. Once each month, prior to submission of the payment application, the Contractor shall submit to the Construction Manager a report generated from the approved schedule that reflects the percent of completion by activity. The Contractor and the Construction Manager shall walk the project to verify the percentage of completion of each activity. Once the percent of completion of each activity is agreed upon the Contractor shall incorporate this data into the schedule update and these percentages shall be the basis for development of that month's payment application. The contractor shall not separate the percentage of completion from the remaining durations in the calculation of the schedule.
4. The schedule calculation setting for the monthly updates shall be "Retained Logic". The "Progress Override" setting may only be utilized to identify the differential in the calculated finish date due to "Out of Sequence Progress". Some Out of Sequence Progress will occur on all projects. However, if it becomes excessive it has a detrimental effect on the schedules forecast of completion and the contractor's near term work plan. It can also develop a situation where there are two different critical paths. Should the differential in the project completion exceed 10 days utilizing the Retained Logic setting vs. the Progress Override setting, the successor logic of the Out of Sequence activities shall be revised to eliminate the differential. In addition, the Retained Logic setting is the setting that will be used for the adjudication of any time extension requests or delay claims.
5. Acceptance of the Updated Baseline Schedule will be a condition precedent to the making of any progress payments for work performed.
6. It is explicitly understood that the updated schedules are vital to the District in managing, monitoring, and administering the Project. Delays in submitting the schedule updates will have a detrimental effect on the District's ability to perform its responsibilities under the contract.

D. Reports:

1. The Initial Schedule submittal shall include the following:
 - A. A computer generated, time-scaled CPM Network Diagram;
 - B. Detailed Bar Chart;
 - C. Computer Generated Reports
 1. A tabular report of all activities grouped by Area (i.e. Milestones, Procurement, Construction) and sorted by early start then total float then early finish. For each activity the following information shall be indicated:
 - a. Activity ID
 - b. Activity Description
 - c. Original Duration
 - d. Remaining Duration
 - e. Percent Complete
 - f. Total Float

- g. Early/Late Starts and Finishes
 - h. Responsibility
 - D. Project calendar indicating all non-working periods
 - E. Activity codes dictionary which shall identify all code values and code titles used.
 - F. Submittal Schedule:
 - 1. Contractor, within twenty-one (21) days after Notice to Proceed, shall prepare and submit to District Representative for approval a comprehensive Submittal Schedule which shall be maintained in the Initial Contract Schedule. Contractor shall identify on the Submittal Schedule all of the submittal items required by the Contract Documents governing the Work, listing shop drawings and product data or literature separately. Contractor shall indicate for each submittal item on the Submittal Schedule:
 - 2. The date by which that item will be submitted to District Representative.
 - 3. Whether the submittal is for review, substitution, or for record only.
 - 4. The date by which response by District Representative is required.
 - 5. The date by which the material or equipment must be on the Site in order not to delay the progress of the Work.
 - G. An electronic copy of the monthly network, either on a 3-1/2" diskette, CD, or e-mailed in compressed format to the District Representative.
2. Monthly schedule updates shall include the following
- A. Activity Status Report
 - B. Proposed Revisions Report
 - C. Computer Diskette or CD with Updated Schedule File
 - D. Narrative Report
 - 1. The Monthly Narrative Report shall contain the following information for each monthly update:
 - a. Description of overall project status
 - b. Description of problem areas (referenced to pending change orders as appropriate)
 - c. Current and anticipated delays not resolved by approved change order, including:
 - 1. Cause of the delay
 - 2. Corrective action and schedule adjustments to correct the delay
 - 3. Known or potential impact of the delay on other activities and milestones
 - d. Changes in the construction sequence
 - e. Pending items and status thereof, including but not limited to:
 - 1. Pending Change Orders
 - 2. Time Extension Requests
 - 3. Other Issues relating to Contract Time
 - f. Contract Completion Date status:
 - 1. If ahead of schedule, the number of calendar days ahead
 - 2. If behind schedule, the number of calendar days behind
 - g. Other project or scheduling concerns
3. Submittal of the monthly reports and schedule updates by Contractor are required regardless of the approval status of the Contract Baseline Schedule or any monthly revision to the Baseline Schedule.
4. The Contractor shall not make unilateral revisions to the Monthly Updates. Should the Contractor desire to revise the schedule logic or durations he/she shall first submit the Monthly Update based upon the previous Monthly Update with just actual start dates, actual finish dates, and/or percentages of completion. Any additional changes other than actual status data will not be allowed. Following this updating and submittal task the Contractor can then submit a copy of this update with his/her proposed changes. This proposed revised update will clearly be identified as a proposed revision in the Title, Number/Version and File Name.

1.07 RESPONSIBILITY FOR COMPLETION

- A. Contractor agrees that at the sole judgment of District Representative, whenever it becomes apparent from the current monthly updated Contract Baseline Schedule that the contract completion date will not be met, it will take some or all of the following actions, as approved by District Representative, at no additional cost to District:
 - 1. Increase construction manpower in such quantities and crafts as will substantially eliminate, in the judgment of District Representative, the backlog of work.
 - 2. Increase the number of working hours per shift, shifts per working day, working days per week, or the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate, in the judgment of District Representative, the backlog of work. This paragraph shall not be construed to permit contractor to violate the work hour restrictions specified in the Contract Document.
 - 3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

1.08 ADJUSTMENT OF TIMES FOR COMPLETION

- A. In addition to provisions of the General Conditions, the time for completion of the work will be adjusted in accordance with these procedures.
- B. Any request for an adjustment of the Contract Time for completion submitted by Contractor for changes or alleged delays shall be accompanied by a complete Time Impact Analysis, (TIA), which shall be submitted for review within fifteen (15) days after the initial request for time by Contractor. Time extensions will not be granted unless substantiated by the CPM Schedule, and then not until the CPM project float becomes zero. If Contractor fails to submit a TIA within the aforementioned time period, then the Contractor shall be deemed to have agreed that there is no time impact and that Contractor has irrevocably waived its rights to any additional contract time.
- C. Each Time Impact Analysis shall provide information justifying the request and stating the extent of the adjustment requested for each specific change or alleged delay. Each Time Impact Analysis shall be in form and content acceptable to District Representative, and shall include, but not be limited to, the following:
 - 1. A fragmentary CPM type network (Fragnet) illustrating how Contractor proposed to incorporate the change or alleged delay into the current updated Baseline Schedule; and
 - 2. Identification of all activities in the current updated Baseline Schedule whose logic is proposed to be amended due to the change or alleged delay, all activities that are/will be affected by the proposed change or alleged delay, together with engineering estimates and other appropriate data justifying the proposal.
- D. The Time Impact Analysis shall be determined on the basis of the date or dates when the change or changes were issued, or the date or dates when the alleged delay or delays began. The status of the construction project and Time Impact Analysis shall include event time computations for all affected activities including but not limited to work around sequencing, or recovery options to maintain the original Contract completion date.
- E. Time Impact Analyses provided in order to demonstrate the time impact upon the overall project and the time for completion shall be accomplished at no additional cost to District.
- F. If District Representative finds, after review of the Time Impact Analysis, that Contractor is entitled to any extension of time for completion, the time for completion will be adjusted by Change Order issued by District Representative, and Contractor shall then revise the Baseline Schedule accordingly.

1.09 FINAL AS-BUILT SCHEDULE

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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 013220**CONSTRUCTION PROGRESS REPORTS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Construction progress reports.

1.3 RELATED SECTIONS

- A. Section 013120 - Project Meetings: Review of construction progress and submittals status at Project meetings.
- B. Section 013210 - Construction Schedule: Construction Progress Schedule and Submittals Schedule.
- C. Section 017700 - Contract Closeout Procedures: Notice by Contractor of progress of the Work sufficient for Contract Completion review and Acceptance by District..

1.4 CONSTRUCTION PROGRESS REPORTS

- A. Daily Log: Contractor shall maintain a written daily log at the job site with the following information as a minimum:
 - 1. Date.
 - 2. Weather conditions.
 - 3. Subcontractors and trades performing Work under the Agreement on the Site, and number of workers each and number of hours worked by each worker.
 - 4. Others on the Site performing work for District under separate contracts.
 - 5. List of visitors to site, giving name, company or agency affiliation and telephone number.
 - 6. Descriptions of situations and circumstances which could delay normal progress of Work or which could be basis of claim for change in Contract Time or Contract Sum.
 - 7. Changes to Work and who authorized changes.
 - 8. Comments, as Contractor determines are appropriate for Project record.
- B. Submission of Logs: Submit one copy of daily logs to District Representative and Architect at weekly intervals, for review at Construction Progress Meetings.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

END OF SECTION

SECTION 013300**SUBMITTAL PROCEDURES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Administrative requirements for shop drawings, product data and samples submittals.
- B. Administrative requirements for submittals reporting results of tests and inspections, during field Work.
- C. Contractor's review of submittals.
- D. Architect's review of submittals.
- E. Product data submittals.
- F. Shop drawing submittals.
- G. Sample submittals.
- H. Reports of results of tests and inspections.

1.3 RELATED SECTIONS

- A. Section 013200 – Electronic Project Management System: Submittals information and logs.
- B. Section 013210 - Construction Schedule: Submittals Schedule.
- C. Section 014500 - Quality Control: Test and inspection reports.
- D. Section 016400 – District Furnished Products: Coordination with District Furnished Products.
- E. Section 017700 - Contract Closeout Procedures: Submittals for occupancy, Acceptance and Final Payment.
- F. Section 017830 - Operation and Maintenance Data: Requirements for preparation and submission of operation and maintenance data.
- G. Section 01 81 13 – N/A

1.4 DEFINITIONS

- A. Shop Drawings, Product Data and Samples: Instruments prepared and submitted by Contractor, for Contractor's benefit, to communicate to Architect the Contractor's understanding of the design intent, for review and comment by Architect on the conformance of the submitted information to the general intent of the design. Shop drawings,

product data and samples are not Contract Documents nor means to substitute products or initiate changes to the Contract Documents.

- B. Shop Drawings: Drawings, diagrams, schedules and illustrations, with related notes, specially prepared for the Work of the Contract, to illustrate a portion of the Work.
- C. Product Data: Standard published information ("catalog cuts") and specially prepared data for the Work of the Contract, including standard illustrations, schedules, brochures, diagrams, performance charts, instructions and other information to illustrate a portion of the Work.
- D. Samples: Physical examples that demonstrate the materials, finishes, features, workmanship and other characteristics of a portion of the Work. Accepted samples shall serve as quality basis for evaluating the Work.
- E. Other Submittals: Technical data, test reports, calculations, surveys, certifications, special warranties and guarantees, operation and maintenance data, extra stock and other submitted information and products shall also be not be considered to Contract Documents but shall be information from Contractor to Architect to illustrate a portion of the Work for confirmation of understanding of design intent.

1.5 ADMINISTRATIVE REQUIREMENTS

- A. Administrative Requirements for Submittals: Submittals shall be made in accordance with requirements specified herein and in Division 2 through 48 Sections of the Specifications. See also Article 5 of the Contract General Conditions for additional requirements especially those regarding requests for alternatives or equals and for substitutions.
- B. Contractor Coordination of Submittals: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
 - a. Coordinate preparation of submittals with District-furnished products. Coordinate submittal preparation and processing schedule with District Representative for timely provision of District-furnished product information that affect Contractor submittals.
 - 2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.
 - a. The Architect will return without action submittals requiring coordination with other submittals until related submittals are coordinated.
- C. Submittals List: Contractor shall prepare and submit a Submittals List for review and approval by District Representative and Architect. Submittals List shall identify all specified submittals to be made and shall serve as checklist for submittals.
 - 1. Format shall be suitable for Project and shall be subject to acceptance by District Representative and the Architect. Comply with directions by District Representative and the Architect for scope and format of Submittals List.
 - 2. Submittals list shall include the following submittal types and headings:
 - SD = Shop Drawings are required
 - PD = Product Data required

- SA = Samples required
 CO = Color samples required
 SS = Site Sample installations are required
 LM = List of Materials
 RD = Record Drawings required
 CE = Certificates are required
 PR = Manufacturer's instructions or specifications required
 OM = Operation and Maintenance manuals are required

 EQ = Maintenance materials/equipment are required
 WA = Warranties and/or guarantees are required
 LR = Laboratory Reports are required
 FT = Factory Test reports are required
 ST = Site Test reports required
 RP = Submittal to the Architect for record purposes only and not for review or approval
 O = Other submittal requirements as specified in Section

3. Sample Table:

<u>Section</u> <u>n</u>	<u>S</u> <u>D</u>	<u>P</u> <u>D</u>	<u>S</u> <u>A</u>	<u>C</u> <u>O</u>	<u>S</u> <u>S</u>	<u>L</u> <u>M</u>	<u>R</u> <u>D</u>	<u>C</u> <u>E</u>	<u>P</u> <u>R</u>	<u>O</u> <u>M</u>	<u>E</u> <u>Q</u>	<u>W</u> <u>A</u>	<u>L</u> <u>R</u>	<u>F</u> <u>T</u>	<u>S</u> <u>T</u>	<u>R</u> <u>P</u>	<u>O</u>
05120	x					x											
09250		x			x	x		x					x		x		
10810		x	x														

- D. Transmission of Submittals: Package each submittal appropriately for shipping and handling. Transmit all submittals from Contractor to Architect, unless otherwise directed, using a transmittal form generated from the Electronic Project Management System. Submittals received from sources other than the Contractor will be returned without action. Include all information specified below for identification of submittal and for monitoring of review process.

- Contractor will forward one copy of submittal, after Contractor's design team has reviewed, to District Representative for review.

- E. Timing of Submittals: Make submittals sufficiently in advance of construction activities to allow shipping, handling and review by the Architect and Architect's consultants. Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.

- See Contract General Conditions and Supplementary General Conditions for additional requirements.
- If an intermediate submittal is necessary, process the same as the initial submittal.
- No extension of Contract Time will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the Work to permit processing.

F. Submittals Identification:

- Provide a space approximately four-inches by five-inches on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken. Include the following information on the label for processing and recording action taken:

- a. Project name and District project number
 - b. Submission date
 - c. Name and address of Architect
 - d. Name and address of Contractor
 - e. Name and address of subcontractor
 - f. Name and address of supplier
 - g. Name of manufacturer
 - h. Number and title of appropriate Specification Section
 - i. Drawing number and detail references, as appropriate.
2. Identify each element on submittal by reference to Drawing sheet number, detail, schedule, room number, assembly or equipment number, Specifications article and paragraph, and other pertinent information to

clearly correlate submittal with Contract Drawings. On the submittal transmittal form or separate sheet record deviations from Contract Document requirements, including minor variations and limitations. Include Contractor's certification that information submitted complies with requirements of the Contract Document.

3. Identify each submittal by Specification Section number followed by a number indicating sequential submittal for that Section. Resubmittals shall use same number as original submittal, followed by a letter indicating sequential resubmittal. For example:

092900-1	First submittal for Section 092900 - Gypsum Board.
092900-2	Second submittal for Section 092900 - Gypsum Board.
092900-2A	Resubmittal of second submittal for Section 092900 - Gypsum Board.
092900-2B	Second resubmittal of second submittal for Section 092900 - Gypsum Board.

4. Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
- G. Grouping of Submittals: Unless otherwise specifically permitted by the Architect, make all submittals in groups containing all associated items. The Architect may reject partial submittals as incomplete or hold them until related submittals are made. Submittals held or rejected for being partial or incomplete shall not serve as a basis for delay or extension of schedule.
- H. Unsolicited Submittals: Unsolicited submittals may be returned unreviewed.
- I. Record Submittals: When record submittals are specified, submit three copies or sets only. Record submittals will not be reviewed but will be retained for historical and maintenance purposes.

1.6 SUBMITTALS SCHEDULE

- A. Submittals Schedule: As specified in Section 013210- Construction Schedule.

1.7 CONTRACTOR'S REVIEW OF SUBMITTALS

- A. Contractor's Review of Submittals: Prior to submission to Architect and District for review, Contractor shall review each submittal for completeness and conformance to specified requirements. Contractor shall stamp each submittal with a review action stamp and sign each copy of submittal. Submittals without stamp and signature will not be reviewed and will be returned. Contractor's submittal action stamp shall certify the following actions by Contractor:

1. Field measurements have been determined and verified.
 2. Conformance with requirements of Contract Drawings and Specifications is confirmed.
 3. Catalog numbers and similar data are correct.
 4. Work being performed by various subcontractors and trades is coordinated.
 5. Field construction criteria have been verified, including confirmation that information submitted has been coordinated with the work being performed by others for District and actual site conditions.
 6. All deviations from requirements of Drawings and Specifications have been identified and noted.
 7. Coordination with District Provided Products has been completed.
- B. Changes in Work: Changes in the Work shall not be authorized by submittals review actions. No review

action— implicit or explicit shall be interpreted to authorized changes in the Work. Changes shall only be authorized by a separate written direction from the District Representative, in accordance with the Contract General Conditions.

1.8 REVIEW OF SUBMITTALS BY DISTRICT REPRESENTATIVE

- A. Review of Submittals by District Representative: Submittals shall be a communication aid between Contractor and the District by which interpretation of Contract Documents requirements may be confirmed in advance of construction.
1. Reviews by District Representative and District's consultants shall be only for general conformance with the design concept of the Project and general compliance with the information given in the Drawings and Specifications.
 2. Except for submittals for record, information or similar purposes, where action and return is required or requested, the District will review each submittal, mark to indicate action taken, and return promptly, which is generally understood to mean within 21 calendar days of receipt of the submittal by the District.
- B. Review Action: District will stamp each submittal with a uniform, self-explanatory action stamp. Stamp will be appropriately marked, as follows, to indicate the action taken:
1. Final Unrestricted Release: Where submittals are marked "No Exceptions," that part of the Work included in the submittal may proceed. The work generally is in compliance with the Contract Documents.
 2. Final-But-Restricted Release: When submittals are marked "Exceptions as Noted," that part of the Work included in the submittal may proceed provided the modifications noted are properly incorporated. Resubmission is not required.
 3. Returned for Re-submittal: When submittal is marked "Revise and Resubmit," do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat if necessary to obtain a different action mark.
 - a. Do not permit submittals marked "Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.

- b. Note: Any work performed prior to receiving a fully approved submittal shall be done at the Contractor's risk and shall be subject to being replaced if Contract requirements are not met.
 - 4. Rejected: When submittal is marked "Rejected", the Work covered by the submittal is not complete or does not conform to the contract documents and cannot proceed. Prepare a complete, new submittal without delay for review.
 - 5. Received for Record: When submittal is marked "For Information Only," the submittal has been reviewed only for evidence that all required submittal types have been provided for record, and without further review of their content by the Architect. That part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final acceptance will depend on that compliance.
 - 6. Not Reviewed: When submittal is marked "Not Reviewed," the submittal is not required by the Contract Documents or is not subject to Architect review, and is returned without review by the Architect.
- C. Contract Requirements:
- 1. Review actions by District and District's consultants shall not relieve the Contractor from compliance with requirements of the Contract Drawings and Specifications, applicable codes and regulatory requirements.
 - 2. No review action, implicit or explicit, shall be interpreted to authorize changes in the Work. Changes shall only be authorized by separate written Change Order or Field Instruction, in accordance with the Contract General Conditions.

1.9 PRODUCT DATA SUBMITTALS

- A. Product Data: Catalog cuts, photographs, illustrations, standard details, standard schedules, performance charts, material characteristics, color and pattern charts, test data, roughing-in diagrams and templates, standard wiring diagrams and performance curves and listings by Code authorities and nationally-recognized testing and inspection services. Where product data must be specially prepared because standard printed data is not suitable for use, submit according to requirements for shop drawings, specified below.
 - 1. Material Safety Data Sheets (MSDS): Product Material Safety Data Sheets shall not be included in Product Submittals unless specifically required for evidence of LEED requirements compliance. MSDS submitted for LEED documentation purposes shall be reviewed for information only and shall not be construed as a review of the safety of a product or Contractor's means and methods. All other submittals containing MSDS will be returned unreviewed.
- B. Modifications to Standard Product Data: Modify manufacturer's standard catalog data to indicate precise conditions of the Project.
 - 1. Provide space for review action stamps and, if required by authorities having jurisdiction, license seal of Architect and Architect's design consultant, if applicable.
 - 2. Mark each copy to show applicable choices and options. Where printed product data includes information on several products, some of which are not required, mark copies to highlight applicable information.
 - 3. Include the following information:
 - Manufacturer's printed recommendations,
 - Compliance with recognized trade association standards,
 - Compliance with recognized testing agency standards,
 - Application of testing agency labels and seals,

Notation of dimensions verified by field measurement,
 Notation of coordination requirements.

4. Do not submit product data until compliance with requirements of the Contract Documents has been confirmed.
 5. Proceed with installation only using reviewed copy of product data. Do not permit use of unmarked copies of product data in connection with construction.
- C. Copies: Submit 2 copies, minimum, of original catalog pages or xerographic copies only, with applicable data highlighted and cross-referenced to Drawings and Specifications requirements. Wet-process and thermal paper copies will not be acceptable. Electronic PDF files may be acceptable if approved by the District Representative. Distribution of product data submittals shall be:
1. District Representative (pre-review): One copy
 2. District Representative (post Contractor/Design Team review): One copy
 3. Project Inspector: One copy of final reviewed submittal

1.10 SHOP DRAWINGS SUBMITTALS

- A. Shop Drawings: Drawings, diagrams, schedules and other graphic depictions to illustrate fabrication and installation of a portion of the Work. Shop Drawings shall include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
1. Identification of products and materials included
 2. Compliance with referenced standards
 3. Notation of coordination requirements
 4. Dimensions
 5. Notation of dimensions established by field measurement.
- B. Coordination: Show all field dimensions and relationships to adjacent or critical features of Work.
- C. Preparation of Shop Drawings: Prepare and submit newly prepared information, drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered Shop Drawings.
1. Provide space for review action stamps and, if required by governing authorities having jurisdiction, license seal of Architect and Architect's design consultant, if applicable.
 2. Prepare shop drawings on minimum sheet size of 17-inches by 22-inches, or smaller if a multiple of 8-1/2 inches by 11-inches. Maximum size shall be 36-inches by 48-inches.
 3. Except as noted in product Specifications Sections, submit seven markable and scan-reproducible black-line or electrostatically plotted prints of shop drawings. One original, marked-up review drawing and one copied

print will be returned after review. Hand-written copies of shop drawings may be provided in lieu of facsimile copies at the Architect's discretion.

4. Do not use Shop Drawings without an appropriate final review stamp indicating action taken in connection with construction.
- D. Distribution of Reviewed Shop Drawings: Distribution of reviewed shop drawings will be by Architect.
1. Architect: One copy (from reviewed reproducible)
 2. Architect's consultant: One copy (from reviewed reproducible)
 3. District Representative: One copy (pre-review print) and one copy (from reviewed reproducible)
 4. Project Inspector: One copy (from reviewed original)
 5. Contractor: One copy (reviewed original) and one copy (opaque print).

1.11 SAMPLES SUBMITTALS

- A. Samples: Full-size, fully-fabricated samples, cured and finished as specified and physically identical with the material or product proposed. Samples shall include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture and pattern.
1. Mount, display, or package Samples in the manner specified to facilitate review of qualities indicated. Prepare Samples to include the following:
 - Generic description of the Sample
 - Sample source
 - Product name or name of manufacturer
 - Compliance with recognized standards
 - Availability and delivery time.
 2. Submit Samples for review of kind, color, pattern, and texture, for a final check of these characteristics with other elements, and for a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
 3. Submit actual samples. Photographic or printed reproductions will not be accepted.
 4. Field samples specified in individual Sections are special types of samples. Field samples shall be full-size examples erected on site to illustrate finishes, coatings, or finish materials and to establish the standard by which the Work will be evaluated.
- B. Preliminary or Selection Submittals: Where samples are for selection of color, pattern, texture or similar characteristics from a range of standard choices, submit full set of choices for the specified material or product.
1. Preliminary submittals will be reviewed and returned with the Architect's mark indicating selection and other action.
- C. Quantity: Except for samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit three sets. One sample will be returned marked with the action taken.
1. Maintain sets of samples, as returned, at the Project site, for quality comparisons throughout the course of

construction.

2. Unless otherwise noted, full-size and complete samples will be returned and may be incorporated into field mock-ups. Samples may be incorporated into the Work (completed construction) only with written approval of the Architect.
 3. Other samples shall be produced and mounted on cardstock in 8-1/2" by 11" format, three-hole punched and suitable for inclusion in product sample binders. Contractor shall provide binders as directed.
 4. Contractor shall prepare and distribute additional samples to subcontractors, manufacturers, fabricators, suppliers, installers, and others as necessary for performance of the Work.
- D. Color Samples: Architect will review and select colors for Project only after all colors are received, so that colors may be properly coordinated.
- E. Review of Field Samples: Review by Architect of field samples will be made for the following products if not otherwise required and if requested by Contractor.
1. Casework.
 2. Portland cement concrete paving: Trowel finish, imprinted texture, colors, abrasive blasting, exposed aggregate and acid washing.
 3. Architectural precast concrete: finishes, textures, colors, corner and edge details, mounting system.
 4. Decorative metals: finishes, connections to supporting structure
 5. Flashing: profiles, fastening systems, end dams, typical flashing joint, typical corner.
 6. Storefront and Curtainwall: typical assembly, connections, flashing and sealants to adjacent surfaces
 7. Gypsum board textures and finishes.
 8. Field-applied paint colors and finishes: Draw-downs and brush-outs.

1.12 MANUFACTURER'S INSTRUCTIONS

- A. Manufacturer's Instructions: Submit manufacturer's instructions for preparation, mixing, assembly, handling, application and installation of products, as applicable and as specified in product Sections of the Specifications.
1. Include applicable ICBO ES Evaluation Reports. Evaluation Reports shall be current and shall be annotated for applicable products.
 2. Include applicable Material Safety Data Sheets, for Project record only.
 3. Include written recommendations, as applicable, from manufacturer for Project conditions.
- B. Copies: Submit electronically. Distribution will be:
1. District Representative: One copy

2. Architect: One copy
3. Architect's consultant: One copy
4. Project Inspector: One copy
5. Contractor: As necessary, retained by Contractor.
6. Reviews by Architect and District Representative: Manufacturer's instructions shall be for information and will not be reviewed by Architect or District Representative.

1.13 REPORTS OF RESULTS OF INSPECTIONS AND TESTS

- A. Reports of Results of Inspections and Tests: Submit technical data, test reports, calculations, surveys, and certifications based on field tests and inspections by independent inspection and testing agency and by authorities having jurisdiction.
 1. Reports of results of inspections and tests shall not be considered Contract Documents.
 2. Refer to Section 014500 - Quality Control for additional requirements.

1.14 OPERATION AND MAINTENANCE DATA SUBMITTALS

- A. Operation and Maintenance Data Submittals: Refer to requirements specified in Section 017830 - Operation and Maintenance Data. Include operation and maintenance data submittals in Submittals Schedule. Refer to Section 013210 - Construction Schedule.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

END OF SECTION

SECTION 013400

REQUESTS FOR INTERPRETATION (RFI)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Procedures for submitting requests for interpretation (RFI).
- B. Limitations on use of RFI to obtain interpretation and clarification.

1.3 RELATED SECTIONS

- A. Section 013100 - Coordination: Requirements for organizing and coordinating the Work.
- B. Section 013300 - Submittals Procedures: Restriction on use of submittals for changes in materials, products, equipment and systems.
- C. Section 016300 - Product Substitution Procedures: Procedures for requesting substitutions of materials, products, equipment and systems.

1.4 DEFINITIONS

- A. Request for Interpretation: A document submitted by the Contractor requesting clarification of a portion of the Contract Documents, hereinafter referred to as an RFI.

1.5 CONTRACTOR'S REQUESTS FOR INTERPRETATION (RFIs)

- A. Contractor's Requests for Interpretation (RFIs): Should Contractor be unable to determine from the Contract Documents the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of Work is described differently at more than one place in the Contract Documents; the Contractor shall request that the Architect make an interpretation of the requirements of the Contract Documents to resolve such matters. Contractor shall comply with procedures specified herein to make Requests for Interpretation (RFIs).
- B. Submission of RFIs: RFIs shall be prepared and submitted through the EPM system.
 - 1. Forms shall be completely filled in before submission.
 - 2. Each RFI shall be given a discrete, consecutive number.
 - 3. Each page of the RFI and each attachments to the RFI shall bear the District's project name, project number, date, RFI number and a descriptive title.
 - 4. Through submission of a RFI the Contractor is attesting to good faith effort to determine from the Contract Documents the information requested for interpretation. Frivolous RFIs shall be subject to reimbursement

from Contractor to District for costs, including its own, charged by District's consultants and other design professionals engaged by the District.

- C. Subcontractor-Initiated and Supplier-Initiated RFIs: RFIs from subcontractors and material suppliers shall be submitted through, be reviewed by and be attached to an RFI prepared, signed and submitted by Contractor. RFIs submitted directly by subcontractors or material suppliers will be returned unanswered to the Contractor.
 - 1. Contractor shall review all subcontractor- and supplier-initiated RFIs and take actions to resolve issues of coordination, sequencing and layout of the Work.
 - 2. RFIs submitted to request clarification of issues related to means, methods, techniques and sequences of construction or for establishing trade jurisdictions and scopes of subcontracts will be returned without interpretation. Such issues are solely the Contractor's responsibility.
 - 3. Contractor shall be responsible for delays resulting from the necessity to resubmit an RFI due to insufficient or incorrect information presented in the RFI.
- D. Requested Information: Contractor shall carefully study the Contract Documents, in particular, Article 5 of the Contract General Conditions, to ensure that information sufficient for interpretation of requirements of the Contract Documents is not included. RFIs that request interpretation of requirements clearly indicated in the Contract Documents will be returned without interpretation.
 - 1. In all cases in which RFIs are issued to request clarification of issues related to means, methods, techniques and sequences of construction, for example, pipe and duct routing, clearances, specific locations of Work shown diagrammatically, apparent interferences and similar items, the Contractor shall furnish all information required for the District Representative to analyze and/or understand the circumstances causing the RFI and prepare a clarification or direction as to how the Contractor shall proceed.
 - 2. If information included with this type RFI by the Contractor is insufficient, the RFI will be returned unanswered.
- E. Unacceptable Uses for RFIs: RFIs shall not be used to request the following:
 - 1. Approval of submittals (use procedure specified in Section 013300 - Submittals Procedures)
 - 2. Approval of substitutions (refer to Section 016300 - Product Substitution Procedures)
 - 3. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Contract General Conditions, as discussed in detail during pre-construction meeting)
 - 4. Different methods of performing Work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Contract General Conditions).
- F. Disputed Requirements: In the event the Contractor believes that a clarification by the District Representative results in additional cost or time, Contractor shall comply with Article 5 of the Contract General Conditions.
- G. RFI Log: Contractor shall prepare and maintain a log of RFIs, and at any time requested by the District Representative, the Contractor shall furnish copies of the log showing all outstanding RFIs.
- H. Review Time: District will return RFIs to Contractor within seven calendar days of receipt. RFIs received after 12:00 noon shall be considered received on the next regular working day for the purpose of establishing the start of the seven-calendar day response period.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

Not Applicable to this Section.

END OF SECTION

SECTION 013500

SPECIAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

1. Environmental protection procedures
2. Smoke/odor control procedures
3. Noise control procedures
4. Dust and air pollution control procedures
5. Hazardous materials procedures
6. Welding and burning mitigation procedures
7. Erosion and sediment control procedures (Storm Water Pollution Protection Plan)
8. Disposal operations procedures
9. Cultural resources procedures
10. Alteration project procedures.

1.3 RELATED SECTIONS

- A. Section 017320 - Cutting and Patching: General requirements for procedures and limitations for cutting and patching the work.

1.4 ENVIRONMENTAL PROTECTION PROCEDURES

- A. Environmental Protection Procedures, General: Requirements specified in this Section are in addition to those of the Contract General Conditions.
 1. During the progress of the work, keep the premises occupied in a neat and clean condition and protect the environment both on site and off site, throughout and upon completion of the construction project.
 2. In coordination with the Campus, develop an Environmental Protection Plan in detail and submit to District Representative for approval within 30 calendar days from the date of commencement specified in the Notice to Proceed. Distribute approved plan to all employees and to all subcontractors and their employees. Environmental Protection Plan shall include, but not be limited to, the following items:

- a. Copies of required permits
 - b. Proposed sanitary landfill site
 - c. Other proposed disposal sites
 - d. Noise Control
 - e. Dust Control
 - f. Erosion and Sediment Control
 - g. Copies of any agreements with public or private landowners regarding equipment, materials storage, borrow sites, fill sites, or disposal sites. Such agreements made by Contractor shall be invalid if their execution causes violation of local or regional grading or land use regulations.
- B. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result.
 - 1. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.
 - 2. Comply with noise control requirements specified below.
- C. Construction Operations: All construction operations shall comply with all applicable Federal, State and local Codes, ordinances, statutes and regulations pertaining to water, air, solid waste and noise pollution. It shall be Contractor's responsibility to identify and determine necessary measures to be taken to comply with such Codes, ordinances, statutes and regulations.
- D. Definitions of Contaminants:
 - 1. Sediment: Soil and other debris that have been eroded and transported by runoff water
 - 2. Solid waste: Rubbish, debris, garbage and other discarded solid materials resulting from construction activities, including a variety of combustible and non-combustible wastes, such as ashes, waste materials that result from construction or maintenance and repair work, leaves and tree trimmings
 - 3. Chemical waste: Includes petroleum products, bituminous materials, salts, acids, alkalis, herbicides, pesticides, disinfectants, organic chemicals and inorganic wastes. Some of the above may be classified as "hazardous"
 - 4. Sanitary wastes:
 - a. Sewage: Domestic sanitary sewage
 - b. Garbage: Refuse and scraps resulting from preparation, cooking, dispensing and consumption of food.
- E. Hazardous Materials: See also Section below titled "HAZARDOUS MATERIALS PROCEDURES."
 - 1. Except as otherwise specified, in the event the Contractor encounters on the site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or other hazardous materials which have not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the District in writing.
 - 2. Work in affected areas shall not thereafter be resumed except by written agreement of the District and Contractor if in fact the material is asbestos, PCB, or other hazardous materials and has not been rendered harmless.

3. Work in affected areas shall be resumed in the absence of asbestos, PCB, or other hazardous materials, or when such materials have been rendered harmless.
- F. Protection of Natural Resources: It is intended that the natural resources within the Project boundaries and outside the limits of permanent work performed under this Contract be preserved in their existing condition or be restored to an equivalent or improved condition upon completion of the work. Confine construction activities to areas defined by the public roads, easements, and work area limits shown on the drawings. Return construction areas to their pre-construction elevations except where surface elevations are otherwise noted to be changed. Maintain natural drainage patterns. Conduct construction activities such that ponding of stagnant water conducive to mosquito breeding habitat will not occur at any time.
1. Land resources protection: Do not remove, cut, deface, injure or destroy trees or shrubs outside the work area limits. Do not remove, deface, injure or destroy trees within the Project area without permission from District Representative. Such improvements shall be removed and replaced, if required, by the Contractor at no change in Contract Time and Contract Sum.
 2. Landscaping protection: Protect trees that are located near the limits of Project area which may possibly be defaced, bruised or injured or otherwise damaged by the Contractor's operations. No ropes, cables or guys shall be fastened to or be attached to any existing nearby trees or shrubs for anchorages. Refer to additional requirements specified in Section 015600 - Temporary Barriers and Controls.
 - a. Trimming: Refer to Section 015680 - Tree and Plant Protection.
 - b. Excavations around trees: Refer to Section 015680 - Tree and Plant Protection.
 - c. Repair and restoration: Repair or replace trees or other landscape feature scarred or damaged by equipment or construction operations as specified below. Repair and restoration plan shall be reviewed and approved by District Representative prior to its initiation.
 3. Temporary construction:
 - a. Remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess or waste materials, or any other vestiges of construction as directed by the District Representative.
 - b. Level all temporary roads, parking areas and any other areas that have become compacted or shaped.
 - c. Unpaved areas where vehicles have been operated shall receive suitable surface treatment or shall be periodically wetted down to prevent construction operations from producing dust damage and nuisance to persons and property, at no additional cost to the District.
 - d. Keep haul roads clear at all times of any object that creates an unsafe condition. Promptly remove any contaminants or construction materials dropped from construction vehicles. Do not drop mud and debris from construction equipment on public streets. Sweep clean turning areas and pavement entrances as necessary.
 4. Water resources: Comply with all applicable Federal, State and local Codes, ordinances, statutes and regulations pertaining to discharge (directly or indirectly) of pollutants to underground and natural waters.
 - a. Perform all Work under the Contract in a manner that any adverse environmental impacts are reduced to a level that is acceptable to District Representative and authorities having jurisdiction.
 - b. Refer to Division 01 – Temporary Controls, Divisions 31 and 33 - Site Construction, earthwork Sections, and Civil Drawings for specific requirements on control of storm water and disposal of water from dewatering activities.
 5. Oily Substances: At all times, special measures shall be taken to prevent oily or other hazardous substances from entering the ground, drainage areas or local bodies of water in such quantities as to affect normal use, aesthetics or produce a measurable impact upon the areas. All soil or water that is contaminated with oily

substances due to Contractor's operations shall be disposed of in accordance with applicable regulations, at no change in Contract Time and Contract Sum.

1.5 SMOKE/ODOR CONTROL PROCEDURES

- A. Smoke/Odor Control: Protect primary fresh air intakes to existing buildings from exhaust from internal combustion engines, paint and solvent fumes and other noxious fumes and vapors.
 - 1. Implement control methods such as snorkels from engines exhausts to 50 feet away from air intakes. Provide carbon filters on air intakes as necessary, including periodic replacement of filters to ensure effectiveness.
 - 2. All other activities generating fumes shall be limited to minimum distance of 50 feet from air intake grilles.
 - 3. If fume-generating procedures must occur within 50 feet of an air intake, Contractor shall do the following:
 - a. Notify District Representative at least 14 calendar days in advance of such activities.
 - b. Perform Work when it least impacts the District (evenings, weekends or particularly windy days).
 - c. Provide carbon filter media, plastic barriers, or other control methods to ensure fresh air only enters into the building ventilation system.
- B. Smoking: Follow and enforce District smoking restrictions in effect during construction. Inform all Contractor's employees and subcontractors of District policies. All District buildings are designated as no-smoking areas..

1.6 NOISE CONTROL PROCEDURES

- A. Noise Control Procedures, General: Requirements of this Section are in addition to those of the Contract General Conditions. Maximum noise levels within 1,000 feet of classrooms, laboratories, residences, businesses, adjacent buildings and other populated areas during normal work hours:
 - 1. Noise levels for all equipment shall not exceeding 85 dBA at 50 feet as measured under noisiest operating conditions.
- B. Noise Control of Equipment:
 - 1. Equip jackhammers with exhaust mufflers and steel muffling sleeves.
 - 2. Use air compressors of a quiet type such as a "whisperized" compressor. Compressor hoods shall be closed while equipment is in operation.
 - 3. Use electrically-powered rather than gasoline or diesel powered fork-lifts.
 - 4. Provide portable noise barriers around jack hammering, with barriers constructed of 3/4 inch plywood lined with 1-inch thick ductliner type fiberglass on Work side.
- C. Noise Control of Construction Operations:
 - 1. Keep noisy equipment as far as possible from noise-sensitive site boundaries.
 - 2. Machines shall not be left idling.

- 3 Use electric power in lieu of internal combustion engine power whenever possible.
4. Maintain equipment properly to reduce noise from excessive vibration, faulty mufflers, or other sources. All engines shall have properly functioning mufflers.

D. Scheduling of Noisy Operations: Schedule construction activities to minimize time of noisy operations and disruption to occupants of adjoining facilities. Notify District Representative in advance of performing Work creating unusual noise and schedule such Work at times mutually agreeable.

E. Accessory Noise: Do not play radios, tape recorders, televisions, and other similar items at construction site.

1.7 DUST AND AIR POLLUTION CONTROL PROCEDURES

A. Dust and Air Pollution Control Procedures, General: Requirements of this Section are in addition to those of Article 4.03 of the Contract General Conditions. Employ measures to prevent or minimize creation of dust and air pollution. Contractor shall appoint a dust control monitor to oversee and implement all measures specified in this Article.

1. Unpaved areas shall be wetted down, to eliminate dust formation, a minimum of twice a day to reduce particulate matter. When wind velocity exceeds 15 mph, site shall be watered down more frequently.
2. Store all volatile liquids, including fuels or solvents in closed containers.
3. No on-site burning of debris, lumber and other scrap shall be permitted.
4. Properly maintain equipment to reduce gaseous pollutant emissions.
5. Exposed areas, new driveways and sidewalks shall be seeded, treated with soil binders or paved, as appropriate, as soon as possible.
6. Cover stockpiles of soil, sand and other loose materials.
7. Cover trucks hauling soil, debris, sand or other loose materials.
8. Sweep project area streets at least once daily. Refer to Section 01740 - Cleaning Requirements.

1.8 N/A

1.9 WELDING AND BURNING MITIGATION PROCEDURES

A. Welding and Burning Mitigation Procedures: Eliminate welding and burning of steel as much as possible. Where unavoidable, perform welding and burning with all possible precaution to avoid fire hazard. Provide a fire watch for minimum of 30 minutes after burning stops. Provide protection for all adjacent surfaces.

1.10 EROSION AND SEDIMENT CONTROL PROCEDURES

A. Erosion and Sediment Control Procedures: Refer to runoff control requirements specified in Section 015700 - Temporary Controls. Obtain and comply with Storm Water Pollution Protection Plan (SWPPP) and project-specific requirements indicated on Civil Drawings.

1.11 DISPOSAL OPERATIONS PROCEDURES

- A. Refer to Division 01 – Materials Recycling and Waste Management for additional requirements.
- B. Solid Waste Management:
 - 1. Manage solid waste in accordance with Contractor's approved Waste Management Plan. Supply solid waste transfer containers. Daily remove all debris such as spent air filters, oil cartridges, cans, bottles, combustibles and litter. Take care to prevent trash and papers from blowing onto adjacent property. Encourage personnel to use refuse containers. .
 - 2. Washing of concrete containers where wastewater may reach adjacent property, storm drains or natural water courses will not be permitted. Remove any excess concrete to the sanitary landfill.
- C. Chemical Waste and Hazardous Materials Management: furnish containers for storage of spent chemicals used during construction operations. Dispose of chemicals and hazardous materials in accordance with applicable regulations.
- D. Garbage: Store and dispose of garbage in accordance with Contractor's approved Construction Waste Management Plan.
- E. Grading Spoil and Landscape Debris: Dispose of vegetation, weeds, rubble, and other materials removed by the clearing, stripping and grubbing operations off site in accordance with Contractor's approved Construction Waste Management Plan and with applicable Federal, State and local Codes, ordinances, statutes and regulations
- F. Excavated Materials:
 - 1. Native soil complying with the requirements of applicable Division 2 - Site Construction earthwork Section, may be used for backfill, fill and embankments as allowed in applicable by that section.
 - 2. Remove all material which is excavated in excess of that required for backfill. Dispose of unsuitable excavated material from the site and dispose of it legally.
 - a. Excess suitable backfill material shall be hauled off site. No additional compensation will be paid to the Contractor for such off haul. Include all such costs in the Contract Sum.
 - b. Unsuitable backfill material shall be disposed of off-site in accordance with applicable regulations, in a disposal site indicated in the Environmental Protection Plan.
 - c. Remove rubbish and materials unsuitable for backfill immediately following excavation.
 - d. Remove material in excess of that required for backfill immediately following backfill operations.

1.12 CULTURAL RESOURCES PROCEDURES

- A. Cultural Resources Procedures: Requirements specified in this Section are in addition to those required by Article 4.03 of the Contract General Conditions.
 - 1. Project does not pass through any known archaeological sites. However, it is conceivable that unrecorded archaeological sites could be discovered during construction.
 - 2. In the event that artifacts, human remains, or other cultural resources are discovered during subsurface excavations at locations of the Work, the Contractor shall protect the discovered items, cease work for a distance of 35 feet radius in the area, notify the District Representative and comply with applicable law.

3. District may retain an Archaeologist to monitor and recover data and artifacts during period that work has ceased.
4. All items found which are considered to have archaeological significance are the property of the District.

1.13 ALTERATION PROJECT PROCEDURES

- A. Coordinate the work of trades and schedule elements of alterations and renovation work by procedures and methods to expedite completion of the work.
- B. In addition to demolition specifically shown, cut, move or remove items as necessary to provide access or to allow alterations and new work to proceed. Include such items as:
 1. Repair or removal of hazardous or unsanitary conditions.
 2. Removal of abandoned items and items serving no useful purpose, such as abandoned piping, conduit and wiring.
 3. Removal of unsuitable or extraneous materials not marked for salvage, such as abandoned furnishings and equipment, and debris such as rotted wood, rusted metals and deteriorated concrete.
 4. Cleaning of surfaces, and removal of surface finishes as needed to install new work and finishes.
- C. Patch, repair and refinish existing items to remain, to the specified condition for each material, with a smooth and clean transition to adjacent new items of construction.
- D. Assign the work of moving, removal, cutting and patching, to trades qualified to perform the work in a manner to minimize the possibility of damage to each type of work, and provide means of returning surfaces to appearance of new work.
- E. Perform cutting and removal work with minimal disruption and in a manner to avoid damage to adjacent work.
- F. Cut finish surfaces such as masonry, tile, plaster or metals, using methods that terminate surfaces in a straight line at a natural point of division, such as an inside corner, control joint or expansion joint.
- G. Perform cutting and patching as specified in Section 017320 - Cutting and Patching.
- H. Protect existing finishes, equipment, and adjacent construction that are scheduled to remain, from damage.
 1. Protect existing and new work from weather and extremes of temperature.
 2. Maintain existing interior work above 60 degrees F.
 3. Provide weather protection, waterproofing, heat and humidity control as needed to prevent damage to remaining work and to new work.

PART 2 - PRODUCTS**2.1 PRODUCTS FOR PATCHING, EXTENDING AND MATCHING**

- A. Provide same products or types of construction as that in existing structure, as needed to patch, extend or match existing.
- B. Generally the Contract Documents will not define products or standards of workmanship present in existing construction; determine products by inspection and necessary testing, and determine quality of workmanship by using existing as a sample for comparison.
- C. The presence of a product, finish, or type of construction requires that patching, extending or matching shall be performed as necessary to make work complete and consistent with identical standards of quality.

PART 3 - EXECUTION**3.1 CUTTING AND PATCHING**

- A. Perform cutting and patching as specified in Section 017320 - Cutting and Patching.

END OF SECTION

SECTION 013550

SAFETY AND HEALTH PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Procedures for health and safety protection and requirements for reporting accidents.

1.3 RELATED SECTIONS

- A. N/A
- B. Section 015600 - Temporary Barriers and Enclosures: Protective barriers.

1.4 SUBMITTALS

- A. Accident Reporting: A copy of each accident report, which the Contractor or subcontractors submit to their insurance carriers, shall be forwarded to the District Representative as soon as possible, but in no event later than seven (7) calendar days after the day the accident occurred.
- B. Other Submittals: If agreed to in writing at the preconstruction safety meeting, other submittals shall be required. One such submittal that may be included is a plan of action for handling hazardous materials to contain the following:
 - 1. Number, type, and experience of employees to be used for the Work
 - 2. Description of how safety and health regulations and standards shall be met
 - 3. Type of protective equipment and work procedures to be used
 - 4. Emergency procedures for accidental spills or exposures.

PART 2 - PRODUCTS

2.1 GENERAL

- A. Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of the Work shall comply with applicable regulations.

PART 3 - EXECUTION

3.1 STOP WORK ORDERS

- A. Stop Work Orders:

1. When the Contractor or its subcontractors are notified by the District Representative of an incident of noncompliance with the provisions of the Contract, and the action(s) to be taken, the Contractor shall immediately, if so directed, or within 48 hours after receipt of a notice of violation, correct the unsafe or unhealthy condition.
2. If the Contractor fails to comply promptly, all or any part of the work performed may be stopped by with a "Stop Work Order." When, in the opinion of the District Representative, satisfactory corrective action has been taken to correct the unsafe and unhealthy condition, a start order will be given immediately.
3. The Contractor shall not be allowed any extension of time or compensation for damages by reason of or in connection with such work stoppage.

3.2 PROTECTION

- A. Protection: Contractor shall take all necessary precautions to prevent injury to the public, building occupants, or damage to property of others.
 1. For the purposes of the Contract, the public or building occupants shall include all persons not employed by the Contractor or a subcontractor working under the Contractor's direction.
 2. Work shall not be performed in any area occupied by the public or District's employees unless specifically permitted by the Contract or the District and unless adequate steps are taken for the protection of the public and the District's employees.
 3. Whenever practicable, the work area shall be fenced, barricaded, or otherwise blocked off from the public or building occupants to prevent unauthorized entry into the work area.
- B. Alternate Precautions: When the nature of the Work prevents isolation of the work area, and the public or building occupants may be in or pass through, under or over the work area, alternate precautions such as the posting of signs, the use of signal persons, the erection of barricades or similar protection around particularly hazardous operations shall be used as appropriate.
- C. Public Thoroughfare: When Work is to be performed over a public thoroughfare such as a sidewalk, lobby, building entrance, exit pathway or corridor, the thoroughfare shall be closed, if possible, or other precautions taken such as the installation of screens or barricades. When the exposure to heavy falling objects exists, as during the erection of building walls or during demolition, special protection of the type detailed in 29 CFR 1910/1926 shall be provided.
- D. Hazardous Conditions: Storing, positioning or use of equipment, tools, materials, scraps, and trash in a manner likely to present a hazard to the public or building occupants by its accidental shifting, ignition, or other hazardous qualities is prohibited.

END OF SECTION

SECTION 014100

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 AUTHORITY AND PRECEDENCE OF CODES, ORDINANCES AND STANDARDS

- A. Authority: All codes, ordinances and standards referenced in the Drawings and Specifications shall have the full force and effect as though printed in their entirety in the Specifications.
- B. Precedence:
 - 1. Where specified requirements differ from the requirements of applicable codes, ordinances and standards, the more stringent requirements shall take precedence.
 - 2. Where the Drawings or Specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, the Drawings and Specifications shall take precedence so long as such increase is legal.
 - 3. Where no requirements are identified in the Drawings or Specifications, comply with all requirements of applicable codes, ordinances and standards of authorities having jurisdiction.

1.3 APPLICABLE CODES, LAWS AND ORDINANCES

- A. Applicable Codes, Laws and Ordinances: Refer also to Section 011000 - Summary of the Work regarding permits and licenses.
 - 1. Performance of the Work shall meet or exceed the minimum requirements of the latest California Code of Regulations (CCR), Title 24.
 - a. CCR Title 24, Part 1: California Building Standards Administrative Code.
 - b. CCR Title 24, Part 2: California Building Code (CBC)
 - c. CCR Title 24, Part 3: California Electrical Code (CEC); consisting of National Fire Protection Association (NFPA) - National Electrical Code (NEC), with State of California Amendments.
 - d. CCR Title 24, Part 4: California Mechanical Code (CMC); consisting of Uniform Mechanical Code (UMC) with State of California Amendments.
 - e. CCR Title 24, Part 5: California Plumbing Code (CPC); consisting of Uniform Plumbing Code (UPC) with State of California Amendments.
 - f. CCR Title 24, Part 9: California Fire Code (CFC); consisting of International Fire Code (UFC) with State of California Amendments.
 - g. CCR Title 24, Part 12: California Reference Standards Code; consisting of Uniform Building Code Standards (UBC Standards) with State of California Amendments.
 - h. CCR Title 24, Part 6: California Energy Code

2. Performance of the Work shall also comply with applicable requirements of California Code of Regulations (CCR) as follows:
 - a. Title 19 - Public Safety
 - b. Title 22 - Social Security
3. References on the Drawings or in the Specifications to "code", "Code" or "building code" similar terms, not otherwise identified, shall mean the codes specified above, together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction having authority over the Project.
4. The applicable edition of all codes shall be that adopted at the time of issuance of permits by the authority having jurisdiction and shall include all modifications and additions adopted by that authority. The applicable date of laws and ordinances shall be that of the date of performance of the Work.

B. Other Applicable Laws, Ordinances and Regulations:

1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of Federal, State, County, City and special district agencies and jurisdictions having authority over the Project.
2. Performance of the Work shall be accomplished in conformance with all rules and regulations of public utilities, utility districts and other agencies serving the facility.
3. Where such laws, ordinances, rules and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Contract Sum, except where changes in laws, ordinances, rules and regulations occur subsequent to the execution date of the Agreement.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

Not Applicable to this Section.

END OF SECTION

SECTION 014200

REFERENCE STANDARDS AND ABBREVIATIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Use of references in Drawings and Specifications, including requirements for copies of reference standards at Project site.
- B. Definitions of terms used in Specifications and Drawings, including abbreviations, acronyms, names and terms which may be used in Specifications.

1.3 RELATED SECTIONS

- A. Section 014100 - Regulatory Requirements: Identification of applicable building Code and other codes, ordinances and regulations applicable to performance of the Work.

1.4 USE OF REFERENCES

- A. References: The Drawings and Specifications contain references to various standards, standard specifications, codes, practices and requirements for products, execution, tests and inspections. These reference standards are published and issued by the agencies, associations, organizations and societies listed in this Section or identified in individual product specification Sections.
 - 1. Wherever term "Agency" occurs in Standard Specifications, it shall be understood to mean the term used for District for purposes of the Contract.
 - 2. Wherever term "Engineer" occurs in Standard Specifications, it shall be understood to mean Architect or other responsible design professional for purposes of the Contract.
 - 3. Where reference is made to Standard Details, such reference shall be to the Standard Details accompanying the Standard Specifications.
- B. Relationship to Drawings and Specifications: Such references are incorporated into and made a part of the Drawings and Specifications to the extent applicable.
- C. Referenced Grades Classes and Types: Where an alternative or optional grade, class or type of product or execution is included in a reference but is not identified on the Drawings or in the Specifications, provide the highest, best and greatest of the alternatives or options for the intended use and prevailing conditions.
- D. Copies of Reference Standards:
 - 1. Reference standards are not furnished with the Drawings and Specifications because it is presumed that the Contractor, subcontractors, manufacturers, suppliers, trades and crafts are familiar with these generally-recognized standards of the construction industry.

2. Copies of reference standards may be obtained from publishing sources.

E. Jobsite Copies:

1. Contractor shall obtain and maintain at the Project site copies of reference standards identified on the Drawings and in the Specifications in order to properly execute the Work.
2. At a minimum, the following shall be readily available at the site, as applicable to the Work:
 - a. State Building Codes: As referenced in Section 014100 - Regulatory Requirements.
 - b. Safety Codes: Occupational Safety and Health Act (OSHA) regulations and State of California, California Administrative Code, California Code of Regulations (CCR), Title 8 - Industrial Relations, Chapter 4, Subchapter 7, General Industry Safety Orders (Cal-OSHA), to extent applicable to the Work.
 - c. General Standards:
 - 1) CCR Title 24, Part 2, Volume 3: 2013 California Building Code (CBC) Material, Testing and Installation Standards.
 - 2) CCR Title 24, Part 12: 2013 California Referenced Standards Code.
 - 3) Underwriters Laboratories, Inc. (UL) Building Products Listing.
 - 4) Factory Mutual Research Organization (FM) Approval Guide.
 - 5) American Society for Testing and Materials (ASTM) Standards in Building Codes.
 - 6) American National Standards Institute (ANSI) standards.
 - d. Fire and Life Safety Standards: All referenced standards pertaining to fire rated construction and exiting.
 - e. Common Materials Standards: American Concrete Institute (ACI), American Institute of Steel Construction (AISC), American Welding Society (AWS), Gypsum Association (GA), National Fire Protection Association (NFPA), Tile Council of America (TCA) and Woodwork Institute of California (WIC) standards to the extent referenced within the Contract Specifications.
 - f. Research Reports: ICC Evaluation Service, Inc. (ICC-ES), formerly ICBO Evaluation Service, Inc. (ICBO ES) Research Reports and National Evaluation Service, Inc. Reports (NER), for products not in conformance to prescribed requirements stated in California Building Code (CBC).
 - g. Product Listings: Approval documentation, indicating approval of authorities having jurisdiction for use of product within the applicable jurisdiction.

F. Edition Date of References:

1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of the [Agreement] [Contract Drawings and Contract Specifications].
2. All amendments, changes, errata and supplements as of the effective date shall be included.

G. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and

Specifications by abbreviation and number only and may not be further identified by title, date, revision or amendment. It is presumed that the Contractor is familiar with and has access to these nationally- and industry-recognized specifications and standards.

1.5 DEFINITIONS OF TERMS

- A. Basic Contract Definitions: Words and terms governing the Work are defined in the Contract General and Supplementary Conditions, as referenced in the Agreement.
- B. Words and Terms Used on Drawings and in Specifications: Additional words and terms may be used in the Drawings and Specifications and are defined as follows:
 - 1. "Applicable:" As appropriate for the particular condition, circumstance or situation.
 - 2. "Approve(d):" Approval action shall be limited to the duties and responsibilities of the party giving approval, as stated in the Conditions of the Contract. Approvals shall be valid only if obtained in writing and shall not apply to matters regarding the means, methods, techniques, sequences and procedures of construction. Approval shall not relieve the Contractor from responsibility to fulfill Contract requirements.
 - 3. "And/or:" If used, shall mean that either or both of the items so joined are required.
 - 4. "Directed:" Limited to duties and responsibilities of the District Representative as stated in the Contract General Conditions, meaning "as instructed by the District Representative, in writing, regarding matters other than the means, methods, techniques, sequences and procedures of construction. Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the District Representative", "requested by the District Representative", and similar phrases. No implied meaning shall be interpreted to extend the responsibility of the District Representative, Architect or other responsible design professional into the Contractor's supervision of construction.
 - 5. "Equal" or "Equivalent:" As determined by Architect or other responsible design professional as being equivalent, considering such attributes as durability, finish, function, suitability, quality, utility, performance and aesthetic features.
 - 6. "Furnish:" Means "supply and deliver, to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
 - 7. "Indicated:" The term indicated refers to graphic representations, notes, or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as "shown", "noted", "scheduled", and "specified" are used to help the reader locate the reference. There is no limitation on location.
 - 8. "Install:" Describes operations at the Project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations.
 - 9. "Installer:"
 - a. "Installer" refers to the Contractor or an entity engaged by the Contractor, such as an employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - b. "Experienced Installer:" The term "experienced," when used with "installer" means having a minimum of 5 previous Projects similar in size to this Project, knowing the precautions necessary to perform the Work, and being familiar with requirements of authorities having jurisdiction over the Work.
 - 10. "Jobsite:" Same as site.

11. "Necessary:" With due considerations of the conditions of the Project and as determined in the professional judgment of the Architect or other responsible design professional as being necessary for performance of the Work in conformance with the requirements of the Contract Documents, but excluding matters regarding the means, methods, techniques, sequences and procedures of construction.
12. "Noted:" Same as "Indicated."
13. "Per:" Same as "in accordance with," "according to" or "in compliance with."
14. "Products:" Material, system or equipment.
15. "Project Site:" Same as "Site."
16. "Proper:" As determined by the Architect or other responsible design professional as being proper for the Work, excluding matters regarding the means, methods, techniques, sequences and procedures of construction, which are solely the Contractor's responsibility to determine.
17. "Provide:" Means "furnish and install, complete and ready for the intended use."
18. "Regulation:" Includes laws, ordinances, statutes and lawful orders issued by authorities having jurisdiction, as well as and rules, conventions and agreements within the construction industry that control performance of the Work.
19. "Required:" Necessary for performance of the Work in conformance with the requirements of the Contract Documents, excluding matters regarding the means, methods, techniques, sequences and procedures of construction, such as:
 - a. Regulatory requirements of authorities having jurisdiction.
 - b. Requirements of referenced standards.
 - c. Requirements generally recognized as accepted construction practices of the locale.
 - d. Notes, schedules and graphic representations on the Drawings.
 - e. Requirements specified or referenced in the Specifications.
 - f. Duties and responsibilities stated in the Bidding and Contract Requirements.
20. "Scheduled:" Same as "Indicated."
21. "Selected:" As selected by the District Representative, Architect or other responsible design professional from the full selection of the manufacturer's products, unless specifically limited in the Contract Documents to a particular quality, color, and texture or price range.
22. "Shown:" Same as "Indicated."
23. "Site:" Same as "Site of the Work" or "Project Site;" the area or areas or spaces occupied by the Project and including adjacent areas and other related areas occupied or used by the Contractor for construction activities, either exclusively or with others performing other construction on the Project. The extent of the Project Site is shown on the Drawings, and may or may not be identical with the description of the land upon which the Project is to be built.
24. "Supply:" See "Furnish."
25. "Testing Laboratory" or "Testing Laboratories:" An independent entity engaged to perform specific

inspections or tests, at the Project Site or elsewhere, and to report on, and, if required, to interpret, results of

those inspections or tests. Refer to Section 014580 - Testing Laboratory Services.

26. "Testing and Inspection Agency:" Same as "Testing Laboratory."

1.6 ABBREVIATIONS, ACRONYMS, NAMES AND TERMS, GENERAL

A. Abbreviations, Acronyms, Names and Terms: Where acronyms, abbreviations, names and terms are used in the Drawings, Specifications or other Contract Documents, they shall mean the recognized name of the trade association, standards generating organization, authority having jurisdiction or other entity applicable.

B. Abbreviations, General: The following are commonly-used abbreviations which may be found on the Drawings or in the Specifications:

AC or ac	Alternating current or air conditioning (depending upon context)
AMP or amp	Ampere
C	Celsius
CFM or cfm	Cubic feet per minute
CM or cm	Centimeter
CY or cy	Cubic yard
DC or dc	Direct current
DEG or deg	Degrees
F	Fahrenheit
FPM or fpm	Feet per minute
FPS or fps	Feet per second
FT or ft	Foot or feet
Gal or gal	Gallons
GPM or gpm	Gallons per minute
IN or in	Inch or inches
Kip or kip	Thousand pounds
KSI or ksi	Thousand pounds per square inch
KSF or ksf	Thousand pounds per square foot
KV or kv	Kilovolt
KVA or kva	Kilovolt amperes
KW or kw	Kilowatt
KWH or kwh	Kilowatt hour
LBF or lbf	Pounds force
LF or lf	Lineal foot
M or m	Meter
MPH or mph	Miles per hour
MM or mm	Millimeter
PCF or pcf	Pounds per cubic foot
PSF or psf	Pounds per square foot
PSI or psi	Pounds per square inch
PSY or psy	Per square yard
SF or sf	Square foot
SY or sy	Square yard
V or v	Volts

C. Abbreviations and Acronyms for Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

D. Undefined Abbreviations, Acronyms, Names and Terms: Words and terms not otherwise specifically defined

in this Section, in the Instructions to Bidders, in the Contract General Conditions, on the Drawings or elsewhere in the Specifications, shall be as customarily defined by trade or industry practice, by reference standard and by specialty dictionaries such as the following:

1. Dictionary of Architecture and Construction, Third Edition (Cyril M. Harris, McGraw-Hill Book Company, 2000).
2. The American Institute of Architects (AIA) Document M101, "Glossary of Construction Industry Terms."
3. Encyclopedia of Associations, published by Gale Research Co., commonly available in public libraries.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

Not Applicable to this Section.

END OF SECTION

SECTION 014500

QUALITY CONTROL

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Regulatory requirements for testing and inspection.
- B. Contractor's quality control.
- C. Quality of the Work.
- D. Inspections and tests by authorities having jurisdiction.
- E. Inspections and tests by serving utilities.
- F. Inspections and tests by manufacturer's representatives.

1.3 RELATED SECTIONS

- A. Section 013100 - Coordination: Coordination of Work under Contract.
- B. Section 014100 - Regulatory Requirements: Compliance with applicable codes, ordinances and standards.
- C. Section 014580 - Testing Laboratory Services: Selection of independent testing and inspection laboratory; tests and inspections conducted by testing laboratory.
- D. Section 016100 - Basic Product Requirements: Product options, substitutions, transportation and handling requirements, storage and protection requirements, and system completeness requirements.

1.4 REGULATORY REQUIREMENTS FOR TESTING AND INSPECTION

- A. Building Code Requirements: Comply with requirements for testing and inspections in the California Building Code (CBC), as interpreted by authorities having jurisdiction. Additional requirements for testing and inspection, as adopted by authorities having jurisdiction, shall be included in the Contract Sum and Contract Time.
- B. Requirements of Fire Regulations: Comply with testing and inspection requirements of the Fire Marshal having jurisdiction. All tests and inspections shall be included in Contract Sum and Contract Time.

1.5 CONTRACTOR'S QUALITY CONTROL

- A. Contractor's Quality Control: Contractor shall ensure that products, services, workmanship and site conditions comply with requirements of the Drawings and Specifications by coordinating, supervising, testing and inspecting the Work and by utilizing only suitably qualified personnel.

- B. **Quality Requirements:** Work shall be accomplished in accordance with quality requirements of the Drawings and Specifications, including, by reference, all Codes, laws, rules, regulations and standards. When no quality basis is prescribed, the quality shall be in accordance with the best accepted practices of the construction industry for the locale of the Project, for projects of this type.
- C. **Quality Control Personnel:** Contractor shall employ and assign knowledgeable and skilled personnel as necessary to perform quality control functions to ensure that the Work is provided as required.
- D. **Coordination of Field Quality Control:** Contractor shall coordinate and schedule field quality control activities of District's independent testing and inspection agency and inspectors from authorities having jurisdiction.

1.6 QUALITY OF THE WORK

- A. **Quality of Products:** Unless otherwise indicated or specified, all products shall be new, free of defects and fit for the intended use.
- B. **Quality of Installation:** All Work shall be produced plumb, level, square and true, or true to indicated angle, and with proper alignment and relationship between the various elements.
- C. **Protection of Existing and Completed Work:** Take all measures necessary to preserve and protect existing and completed Work free from damage, deterioration, soiling and staining, until Acceptance by the District.
- D. **Standards and Code Compliance and Manufacturer's Instructions and Recommendations:** Unless more stringent requirements are indicated or specified, comply with manufacturer's instructions and recommendations, reference standards and building code research report requirements in preparing, fabricating, erecting, installing, applying, connecting and finishing Work.
- E. **Deviations from Standards and Code Compliance and Manufacturer's Instructions and Recommendations:** Document and explain all deviations from reference standards and building code research report requirements and manufacturer's product installation instructions and recommendations, including acknowledgement by the manufacturer that such deviations are acceptable and appropriate for the Project.
- F. **Verification of Quality:** Work shall be subject to verification of quality by District or Architect in accordance with provisions of the Contract General Conditions.
 - 1. Contractor shall cooperate by making Work available for inspections and observations by District Representative, Testing Agencies, Architect and their consultants.
 - 2. Such verification may include mill, plant, shop, or field inspection, as required.
 - 3. Provide access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
 - 4. Provide all information and assistance as necessary, including that from subcontractors, fabricators, materials suppliers and manufacturers, for verification of quality by District Representative.
 - 5. Contract modifications, if any, resulting from such verification activities shall be governed by applicable provisions in the Contract General Conditions.

- G. **Observations by Architect and Architect's Consultants:** Periodic and occasional observations of Work in progress will be made by Architect and Architect's consultants as deemed necessary to review progress of Work and

general conformance with the design intent.

- H. Limitations on Inspection, Test and Observations: Employment of an independent testing and inspection agency and observations by the District and its consultants shall not relieve Contractor of the obligation to perform Work in full conformance to all requirements of Contract Documents and applicable Building Code and other regulatory requirements.
- I. Rejection of Work: The District reserves the right to reject any and all Work not in conformance to the requirements of the Contract Documents.
- J. Correction of Non-Conforming Work: Non-conforming Work shall be modified, replaced, repaired or redone by the Contractor at no change in Contract Sum or Contract Time.
- K. Acceptance of Non-Conforming Work: Acceptance of non-conforming Work, without specific written acknowledgement and approval of the District Representative, shall not relieve the Contractor of the obligation to correct such Work.
- L. Contract Adjustment for Non-conforming Work: Should District Representative determine that it is not feasible or not in District's interest to require non-conforming Work to be repaired or replaced, an equitable reduction in Contract Sum shall be made by agreement between District Representative and Contractor. If an equitable amount cannot be agreed upon, a Field Instruction will be issued and the amount in dispute resolved in accordance with applicable provisions of the Contract General Conditions.
- M. Non-Responsibility for Non-Conforming Work: Architect and Architect's consultants disclaim any and all responsibility for Work produced that is not in conformance with the Contract Drawings and Contract Specifications.

1.7 INSPECTIONS AND TESTS BY AUTHORITIES HAVING JURISDICTION

- A. Inspections and Tests by Authorities Having Jurisdiction: Contractor shall cause all tests and inspections required by authorities having jurisdiction to be made for Work under this Contract.
 - 1. Except as specifically noted, scheduling, coordinating and conducting such inspections and tests shall be solely the Contractor's responsibility.
 - 2. All time required for inspections and tests by authorities having jurisdiction shall be included in the Contract Time.
 - 3. Costs for inspections and tests by authorities having jurisdiction will be paid by District.

1.8 INSPECTIONS AND TESTS BY SERVING UTILITIES

- A. Inspections and Tests by Serving Utilities: Contractor shall cause all tests and inspections required by serving utilities to be made for Work under the Contract.
 - 1. Except as specifically noted, scheduling, coordinating and conducting such inspections and tests shall be solely the Contractor's responsibility. All time required for inspections and tests by serving utilities shall be included in the Contract Time.
 - 2. Except as specifically noted, all costs for inspections and tests by serving utilities shall be included in the Contract Sum.

1.9 INSPECTIONS AND TESTS BY MANUFACTURER'S REPRESENTATIVES

- A. Inspections and Tests by Manufacturer's Representatives: Contractor shall cause all specified tests and inspections to be conducted by materials or systems manufacturers. Additionally, all tests and inspections required by materials or systems manufacturers as conditions of warranty or certification of Work shall be made, the cost of which shall be included in the Contract Sum.
 - 1. Scheduling, coordinating and conducting such inspections and tests shall be solely the Contractor's responsibility. All time required for inspections and tests by manufacturer's representatives shall be included in the Contract Time.
 - 2. All costs for inspections and tests by manufacturer's representatives shall be included in the Contract Sum.

1.10 INSPECTIONS BY INDEPENDENT TESTING AND INSPECTION AGENCY

- A. Inspections by independent Testing Laboratory: Refer to Section 014580 - Testing Laboratory Services.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

END OF SECTION

SECTION 014550**MOCK-UPS****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Full scale mock-ups for visual qualities.

1.3 RELATED SECTIONS

- A. Section 321313 - Concrete Paving.
- B. Section 064116 – Plastic-Laminate-Faced Architectural Cabinets.
- C. Section 066500 - Solid Surfacing Fabrications.
- D. Section 079200 - Joint Sealants.
- E. Section 092900 - Gypsum Board.
- F. Section 093013 - Ceramic Tiling.
- G. Section 096519 - Resilient Tile Flooring.
- H. Section 096816 - Sheet Carpeting.
- I. Section 099113 - Exterior Painting.
- J. Section 102600 - Wall and Corner Protection.
- K. Section 224223 - Showers.

1.4 DEFINITIONS

- A. Mock-Ups: Full-size, physical example assemblies to illustrate finishes and materials.
 - 1. Mock-ups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples.
 - 2. Mock-ups establish the standard by which the Work will be judged.

1.5 SUBMITTALS

- A. Product Data and Shop Drawings: For each product or system that will be incorporated in the mock-ups, submit required submittals as specified in applicable product Section of the Specifications.

1.6 QUALITY ASSURANCE

- A. Mock-Ups: Before installing portions of the Work requiring mock-ups, build mock-ups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 1. Build mock-ups in location and of size indicated or, if not indicated, as directed by District Representative.
 2. Notify District Representative minimum of seven days in advance of dates and times when mock-ups will be constructed.
 3. Demonstrate the proposed range of aesthetic effects and workmanship.
 4. Obtain review and acceptance of mock-ups by District Representative before starting Work, including fabrication and installation construction.
 5. Maintain mock-ups during construction in an undisturbed condition as a standard for judging the completed Work.
 6. Demolish and remove mock-ups when directed, unless otherwise indicated.

PART 2 - PRODUCTS

2.1 MOCK-UPS FOR VISUAL QUALITIES

- A. Mock-Ups for Visual Qualities: Before installing portions of the Work requiring a mock-up, build the mock-ups with each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
 1. Construct field mock-ups as indicated on the Drawings, indicating assemblies and interfaces of materials.
 2. Construct mock-ups at location where directed by District Representative.
 3. Demonstrate the proposed range of visual effects, qualities and workmanship.
 4. Provide structural substrate for mock-ups as suitable. Mock-ups shall be free-standing and self-supporting.
 5. Maintain mock-ups during construction in an undisturbed condition as a standard for judging completed Work.
 6. Demolish and legally dispose of mock-ups when directed, unless otherwise indicated.

PART 3 - EXECUTION

3.1 CONSTRUCTION OF MOCK-UPS FOR VISUAL QUALITIES

- A. Mock-Ups for Visual Qualities, General: Construct mock-ups as noted on the Drawings and specified in individual product Sections of the Specifications, including the following:

1. Casework:
 - a. Typical base cabinet, plastic laminate countertop and wall cabinet, including ceiling and wall trim.
 2. Ceramic tile: Toilet room, floor and wall tile including:
 - a. Intersections of floor-wall and wall-ceiling.
 - b. Transition from wall tile finish to gypsum board finish (including wall covering, where applicable).
 - c. Inside corner of tile covered wall.
 - d. Shower curb.
-
1. Construct mock-up where indicated on the Drawings or, if not indicated, where designated by District Representative.
 2. Construct wall and ceiling framing for gypsum board finish, gypsum board finish, paint, door frames and doors (with hardware), floor fill at Corridor door, floor coverings and base, wall coverings, dummy lighting fixtures, dummy electrical and signal outlets, dummy plumbing fixtures, casework and trim.
 3. Remove, reconstruct and refinish products as necessary to achieve fit, finish and tolerances acceptable to District Representative and Architect.

END OF SECTION

SECTION 014580

TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Administrative and procedural requirements for quality control services.
 - 1. Quality control services include inspections and tests and related actions including reports, performed by independent agencies, and governing authorities. They do not include Contract enforcement activities performed by the District or Architect.
 - 2. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.

1.3 RELATED SECTIONS

- A. Section 014500 - Quality Control: General requirements for inspections and tests.
- B. Individual Product Specifications Sections: Specific requirements for inspections and tests.

1.4 RESPONSIBILITIES

- A. Testing Laboratory: District will engage and pay for the services of an independent agency to perform inspections and tests specified as the District' responsibility.
 - 1. Where the District have engaged a testing agency or other entity for testing and inspection of a part of the Work, and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the District, unless otherwise agreed in writing with the District.
- B. Retesting: The Contractor is responsible for the cost of retesting where results of required inspections, tests or similar services prove unsatisfactory and do not indicate compliance with Contract Document requirements, regardless of whether the original test was the Contractor's responsibility.
 - 1. Cost of retesting construction revised or replaced by the Contractor is the Contractor's responsibility, where required tests were performed on original construction.
- C. Associated Services: The Contractor shall cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested.
- D. Coordination: The Contractor, Project Manager/Inspector, and each agency engaged to perform inspections, testing and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition the Contractor shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

1. The Contractor is responsible for communicating to the Project Manager/Inspector the scheduling times for inspections, tests, taking samples and similar activities.
- E. Payment for Testing Laboratory Services:
1. Unless otherwise specified, District will pay for tests and inspections performed by Testing Laboratory, as specified in individual product Sections of the Specifications. Overtime costs due to scheduling for the convenience of the Contractor or to make up for Work behind schedule shall be deducted by Change Order from Contract Sum.
 2. When tests and inspections are required on an overtime basis, initial payment will be made by the District. All costs for overtime testing and inspections shall be deducted by Change Order from Contract Sum.
 3. Unless otherwise specified, Contractor shall be back-charged for mileage and travel time for inspection services requiring more than 60 miles from Project site to test products purchased by Contractor.
 - a. Testing laboratory shall forward all billings and records of such costs to District Representative for approval.
 - b. Such costs, if determined by District Representative to be attributable to the Contractor under this provision, shall be deducted by Change Order from Contract Sum.
 4. Contractor shall pay all costs for repeated observations, re-inspection or retesting by Testing Laboratory due to non-conforming Work. Costs shall be deducted by Change Order from Contract Sum.
 5. Additional Tests, Inspections and Related Services: Contractor shall be charged costs for additional tests, inspections and related services, due to the following. Such costs shall be deducted by Change Order from Contract Sum.
 - a. Work is not ready to inspect when inspectors arrive.
 - b. Failure to properly schedule or notify testing and inspection agency or authorities having jurisdiction.
 - c. Changes in sources, lots or suppliers of products after original tests or inspections.
 - d. Changes in means methods, techniques, sequences and procedures of construction that necessitate additional testing, inspection and related services.
 - e. Changes in mix designs for concrete and mortar after review and acceptance of submitted mix design.
 - f. Multiple off-site fabrication sites.
 - g. Fabrication and installation errors.
 - h. Inefficient, sporadic, or poorly organized manufacturing that causes additional testing costs to be incurred.
- F. Segregation in Billing of Overtime Services: Billings for overtime services shall have straight time and overtime costs segregated and shall have substantiation by detailed explanations justifying necessity of services on overtime basis.
- G. Obligation to Perform Work According to Contract Documents: Employment of Testing Laboratory shall in no way relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents and applicable Codes.
- H. Limits on Testing Laboratory's Authority:
1. Testing Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Testing Laboratory may not approve or accept any portion of the Work.

3. Testing Laboratory may not assume any duties of Contractor.
 4. Testing Laboratory shall have no authority to stop Work.
- I. Contractor's Responsibilities to Testing Laboratory: Contractor shall make the Work in all stages of progress available for personal and continuous observation by the Testing Laboratory.
1. Testing Laboratory shall have free access to any and all parts of the Work at all times.
 2. Contractor shall provide the Testing Laboratory with reasonable facilities for Testing Laboratory to obtain such information as Testing Laboratory determines is necessary for Testing Laboratory to be kept fully informed of the progress and manner of performance of the Work and character of products, according to Testing Laboratory's duties and responsibilities.
 3. Observation and inspection of the Work by Testing Laboratory shall not relieve Contractor from any obligation to fulfill the requirements of the Contract.
- J. Retesting: When materials tested fall to meet requirements herein specified, they shall be promptly corrected or removed and replaced and retested in a manner required by District Representative. Costs involved in retesting shall be deducted by Change Order from Contract Sum.

1.5 TESTS AND INSPECTIONS

- A. Tests and Inspections, General: All construction work shall be subject to inspection or observation by the District and the Architect and all such construction or work shall remain accessible and exposed for inspection purposes until approved by the District.
1. The District will provide project personnel, including inspectors, to be available at the project site.
 2. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of the building code or of other ordinances of the jurisdiction, including plans and specifications. Inspections presuming to give authority to violate or cancel the provisions of code, or of plans and specifications shall not be valid.
 3. It shall be the duty of the contractor to cause the work to remain accessible and exposed for inspection purposes. Neither the Inspector nor the District or Architect shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.
- B. Inspection Requests: It shall be the duty of the Contractor doing the work to notify the Inspector that such work is ready for inspection. The District require that such work is ready for inspection. The District require that every request for inspection be filed at least two working days before such inspection is desired. Such requests shall be in writing.
- C. Approval Required: Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Inspector. The Inspector, upon notification, shall make the requested inspections and shall either indicate in writing that portion of the construction is satisfactory as completed, or shall notify the Contractor that same fails to comply with plans and specifications. Any portions of Work that do not comply shall be corrected by the Contractor, and such portion shall not be covered or concealed until authorized by the Inspector.
1. There shall be a final inspection and approval of all buildings and structures when completed and ready for occupancy and use.

- D. Inspection Coordination: Contractor shall provide, on a weekly basis, an anticipated Inspection Requirements

Schedule, coordinated with the three-week look ahead schedule, showing the anticipated inspection needs for the following three weeks to facilitate appropriate campus coordination and interface as well as mobilization of required inspection staffing.

- E. Required Inspections: Reinforcing steel, structural framework, or interior wall and/or ceiling support framing of any part of any building or structure shall not be covered or concealed without first obtaining the approval of the Inspector.

1. Listed below are the minimum inspection requirements:

- a. Frame Inspection: To be made after all framing, fire blocking and bracing are in place and all pipes and vents are complete and the rough electrical, plumbing and heating wires, pipes and ducts are approved.
- b. Mechanical and Electrical Rough-In Inspection: To be made after all mechanical and electrical rough-in work is completed.
- c. Lath or Gypsum Board Inspection: To be made after all lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or before gypsum board joints and fasteners are taped and finished.
- d. Final Inspection: To be made when the building is completed and ready for occupancy.
- e. Other Inspections: In addition to the called inspections specified above, the inspector may make or require other inspections of any construction work to ascertain compliance with the provisions of the plans and specifications.
- f. Re-inspections: A re-inspection fee may be assessed for each inspection or re-inspection when such portion of work for which inspection is called is not complete or when corrections called for are not made.
- g. Piles, grade beams, retaining walls and slabs on grade.
- h. Underground utilities
- i. Rebar
- j. Fire sprinklers.
- k. Ceiling above T-bar
- l. Structural Steel and High Strength Bolts
- m. Roof/metal deck
- n. Roofing
- o. Insulation
- p. Rated wall penetrations
- q. Rated doors and access panels
- r. High voltage cable installation
- s. High pot high voltage cables
- t. Welding

2. The Contractor shall be responsible for reviewing all of the Contract Documents for any additional inspection requirements.

1.6 SUBMITTALS

- A. Reports: District' independent testing agency shall submit a certified written report of each inspection, test or similar service, to the Architect (two copies), the District, the Contractor (two copies), and the Project Manager/Inspector.
- B. Report Data: Written reports of each inspection, test or similar service shall include, but not be limited to:

Date of issue
 Project title and number
 Name, address and telephone number of testing agency
 Dates and locations of samples and tests or inspections

Names of individuals making the inspection or test
 Designation of the Work and test method
 Identification of product and Specification Section
 Complete inspection or test data
 Test results and an interpretation of test results
 Ambient conditions at the time of sample-taking and testing
 Comments or professional opinion as to whether inspected or tested
 Work complies with Contract Document requirements
 Name and signature of laboratory inspector
 Recommendations on retesting.

1.7 SCHEDULES FOR TESTING

- A. Testing and Inspection Schedule: After discussion with District Representative and Testing Laboratory in advance of performance of testing and inspection services, Contractor shall determine dates and times necessary for Testing Laboratory to schedule performance of required tests and inspections and determine due dates for issuance of reports.
 - 1. Integrate Testing and Inspection Schedule with Construction Progress Schedule specified in Section 013210 - Contract Schedule.
 - 2. Determine and indicate in Testing and Inspection Schedule necessary time for preparation and submission of reports of tests and inspections.
- B. Revising Testing and Inspection Schedule: When changes of the construction schedule are necessary during construction, coordinate all such changes of schedule with the testing laboratory as required.
- C. Adherence to Testing and Inspection Schedule: When the Testing Laboratory is ready to test according to the determined schedule but is prevented from testing or taking specimens due to incompleteness of the work, all extra costs for testing attributed to the delay may be back-charged to the Contractor and shall not be borne by the District.

1.8 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor's Responsibilities for Inspections and Tests:
 - 1. Notify Project Inspector and Testing Laboratory two working days in advance of expected time for operations requiring inspection and testing services.
 - 2. Deliver to Testing Laboratory or designated location, adequate samples of materials proposed to be used which require advance testing, together with proposed mix designs.
 - 3. Cooperate with District Representative, Testing Laboratory, Project Inspector, Architect, Architect's consultants and other responsible design professionals. Provide access to Work areas and off-site fabrication and assembly locations, including during weekends and after normal work hours.
 - 4. Provide incidental labor and facilities to provide safe access to Work to be inspected and tested, to obtain and handle samples at the Work site or at source of products to be tested, and to store and cure test samples.

5. Provide at least 15 days in advance of first inspection or test of each type, a schedule of tests or inspections indicating types of tests or inspections and their scheduled dates.
6. Provide two working days notice to District Representative, Architect and, as applicable, responsible design consultant, of each test and inspection.

1.9 INSPECTIONS TESTS BY OTHERS

- A. Inspections by Others: Refer to Section 014500 - Quality Control for requirements regarding observations and inspections by District Representative, Architect and Project Inspector.
- B. Tests by Others: Refer to Section 014500 - Quality Control and individual product Specifications Sections for requirements regarding tests and inspections by product manufacturers and others, including serving utilities.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. Repair and Protection: Upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching."
 1. Protect construction exposed by or for quality control service activities, and protect repaired construction.
 2. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

END OF SECTION

SECTION 015100

TEMPORARY UTILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Temporary utilities and services, including:
 - 1. Heating and cooling during construction
 - 2. Ventilation during construction
 - 3. Temporary water service
 - 4. Temporary sanitary facilities
 - 5. Temporary power and lighting
 - 6. Construction telephone service.

- B. Removal of temporary utilities.

1.3 RELATED SECTIONS

- A. Section 011000 - Summary of the Work: Contractor's use of site and premises.

1.4 SUBMITTALS

- A. Temporary Utilities: Submit reports of tests, inspections, applicable meter readings and similar procedures performed on temporary utilities.
- B. Submit for approval by the District a temporary utility plan showing the location and connection points for temporary utilities, include all grounding and temporary connections, and physical features that protect the systems.

1.5 TEMPORARY UTILITIES AND SERVICES

- A. Temporary Utilities and Services, General: All utilities and other services necessary for proper performance of the Work shall be provided by Contractor, unless specifically noted otherwise. Refer to Contract General Conditions. Temporary utilities and services shall conform to all applicable requirements of authorities having jurisdiction and serving utility companies and agencies, including the following:
 - 1. Requirements of authorities having jurisdiction, including:
 - a. Cal OSHA
 - b. California Building Code (CBC) requirements
 - c. Health and safety regulations

- d. Utility agency and company regulations
 - e. Police, Fire Department and Rescue Squad rules
 - f. Environmental protection regulations
 - g. District Standards
- 2. Standards:
 - a. NFPA Document 241 - Building Construction and Demolition Activities.
 - b. ANSI A10 Series - Safety Requirements for Construction and Demolition.
 - c. NECA Electrical Design Library - Temporary Electrical Facilities.
 - d. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with California Electrical Code (CEC).
- B. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.
- C. Temporary Connections and Fees: Contractor shall arrange for services and pay all fees and service charges for temporary power, water, sewer, gas and other utility services necessary for the Work.
 - 1. Contractor shall apply for and obtain permits for temporary utilities, including permits for temporary generators, from authorities having jurisdiction.
 - 2. All costs for temporary connections, including fees charged by serving utilities, shall be included in Contract Sum.
- D. Permanent Connections and Fees: Contractor shall arrange for utility agencies and companies to make permanent connections. District will arrange for permanent utility account and pay permanent connection fees. After Contract Completion review and determination that Work is acceptable, District will pay utility service charges for services delivered through permanent connections, for normal quantities.
- E. Use of Temporary Utilities: Enforce strict discipline in use of temporary utilities to conserve on consumption. Limit use of temporary utilities to essential and intended uses to minimize waste and abuse.
- F. Temporary power, water, telephone and data services, and sewer shall be connected to campus utilities.

1.6 PROJECT CONDITIONS

- A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on the site.

1.7 HEATING AND COOLING

- A. Temporary Heating and Cooling: Provide and pay for temporary heating and cooling devices, fuel and related service charges to provide ambient temperatures as required to maintain conditions necessary for proper performance of construction activities.
- B. Use of Permanent Heating and Cooling Systems: Permanent heating and cooling equipment may be used after completion, testing and inspection of systems and approval of code authorities having jurisdiction.
 - 1. Prior to operation of permanent heating equipment for temporary heating purposes, verify that installation is approved for operation, equipment is lubricated and filters are in place.
 - 2. Contractor shall provide and pay for operation, maintenance and regular replacement of filters and worn or

consumed parts.

3. Immediately prior to Contract Completion review, change disposable filters and clean permanent filters of equipment used during construction.
- C. Temperature Criteria: Maintain interior ambient temperature of minimum 50 degrees F and maximum 80 degrees F, unless otherwise specified or approved by District Representative.

1.8 VENTILATION DURING CONSTRUCTION

- A. Ventilation During Construction: Provide and pay for temporary ventilation devices, energy and related service charges. Design of temporary ventilation systems of spaces maintaining occupancy during construction shall be the responsibility of the Contractor.
- B. Use of Permanent Ventilation Systems: The Contractor may use permanent ventilation equipment after completion, testing and inspection of systems and approval by District Representative and authorities having jurisdiction.
1. Prior to operation of permanent ventilation equipment for ventilation purposes during construction, Contractor shall verify that equipment is lubricated and filters are in place.
 2. Contractor shall provide and pay for maintenance and regular replacement of filters and worn or consumed parts of permanent ventilation system using for ventilation during construction.
 3. Immediately prior to Contract Completion review, Contractor shall change disposable filters and clean permanent filters of equipment used during construction.
- C. Ventilation Criteria: Ventilate enclosed areas to assist cure of materials, to dissipate humidity and to prevent accumulation of dust, fumes, vapors and gases, as necessary for proper performance of the Work.

1.9 TEMPORARY WATER SERVICE

- A. Temporary Water Service: Contractor shall locate and connect to existing water source for temporary construction water service. Contractor shall comply with the following:
1. Locate and connect to existing water source for temporary construction water service, as acceptable to District Representative.
 2. Extend branch piping with outlets located, so that water is available by use of hoses.
 3. Temporary water service piping, valves, fittings and meters shall comply with requirements of the serving water utility and California Plumbing Code (CPC).
 4. All costs to establish temporary construction water system shall be included in the Contract Sum, of if so specified, costs shall be paid from Allowance specified in Section 012100 - Allowance Procedures.
- B. Use of Permanent Water System: Permanent water system may be used for construction water after completion, sterilization, testing and inspection of system and approval by District Representative and authorities having jurisdiction.

1.10 TEMPORARY SANITARY FACILITIES

- A. Temporary Sanitary Facilities: Provide and maintain adequate temporary sanitary facilities and enclosures for use by construction personnel.
 - 1. Number of temporary toilets shall be suitable for number of workers.
 - 2. Provide wash-up sink with soap, towels and waste disposal.
- C. B. Use of Permanent Sanitary Facilities: Do not use permanent sanitary facilities unless approved by District Representative. Immediately prior to Contract Completion review, thoroughly clean and sanitize permanent sanitary facilities used during construction.

1.11 TEMPORARY POWER AND LIGHTING

- A. Temporary Power and Lighting, General: Comply with NECA Electrical Design Library - Temporary Electrical Facilities.
- B. Temporary Power: Provide electric service as required for construction operations, with branch wiring and distribution boxes located to provide electrical service for performance of the Work.
 - 1. Provide temporary electric feeder connected to electric utility service at location determined by Contractor and as approved by serving electric utility.
 - 2. Temporary power conduit, raceways, fittings, conductors, panels, connections, disconnects, overcurrent protection, outlets and meters shall comply with requirements of the serving electric utility, California Electrical Code (CEC) and requirements of authorities having jurisdiction.
 - 3. Contractor shall pay all costs to establish temporary electric service, or if so specified, costs of temporary power shall be paid from Allowance specified in Section 012100 - Allowance Procedures.
 - 4. As necessary in order to maintain construction progress, Contractor shall provide and pay all costs associated with generators used for temporary power.
- C. Temporary Lighting: Provide temporary lighting as necessary for proper performance of construction activities and for inspection of the Work.
 - 1. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
 - 2. Maintain lighting and provide routine repairs.
- D. Protection: Provide weatherproof enclosures for power and lighting components as necessary. Provide overcurrent and ground-fault circuit protection, branch wiring and distribution boxes located to allow convenient and safe service about site of the Work. Provide flexible power cords as required.
- E. Use of Permanent Power and Lighting Systems: Permanent power and lighting systems may be used after completion, testing and inspection of systems and approval by District Representative and authorities having jurisdiction.
 - 1. Contractor shall maintain lighting and make routine repairs and replacements as necessary.

2. District will pay for reasonable amounts of electricity consumed after permanent power system is operational and approved by authorities having jurisdiction. District shall not pay for the cost of wasted electricity, for example, lighting beyond hours of construction.
- F. Service Disruptions: When necessary for energizing and de-energizing temporary electric power systems, minimize disruption of service to those served by public mains. Schedule transfers at times convenient to District and to occupants.
- G. Relamping: For permanent lighting used during construction, relamp all fixtures immediately prior to Contract Completion (punch list) review.

1.12 CONSTRUCTION TELEPHONE SERVICE

- A. Construction Telephone Service: Provide telephone service to Contractor's field staff by means of cellular telephones, pagers and radio service, to enable communications between District Representative, Project Inspector and Contractor.
1. Include voice message service and paging services.
 2. All costs of construction telephone, paging and radio services shall be included in Contract Sum.

PART 2 - PRODUCTS

2.1 MATERIALS AND EQUIPMENT

- A. Materials: Contractor shall provide new materials. If acceptable to the Architect, undamaged previously used materials in serviceable condition may be used. Provide materials that are suitable for the use intended. Their use and methods of installation shall not create unsafe conditions or violate requirements of applicable codes and standards.
- B. Equipment: Contractor shall provide new equipment; or, if acceptable to the District, Contractor may provide undamaged, previously used equipment in serviceable condition. Provide equipment that is suitable for use intended.

PART 3 - EXECUTION

3.1 TEMPORARY UTILITIES INSTALLATION

- A. Temporary Utilities Installation, General: Contractor shall engage the appropriate local utility company or personnel to install temporary service or connect to existing service.
1. Use Charges: Cost or use charges for temporary facilities are the Contractor's responsibility.
 2. Allowance for Utilities Charges: When Contract includes an allowance for metering of utility services, whether through temporary or permanent facilities, unused amount shall be returned to the District by deductive change order.
- B. Water Service: Contractor may take water from the District's systems in such quantities and at such times as they are available. If this is done, Contractor shall provide all temporary materials necessary to extending the utility to where they will be used. Contractor shall install a meter and reimburse the District for any water used.

is done, Contractor shall provide all equipment, including connections, and other materials necessary for extending the utility lines to where they will be used. Contractor shall coordinate the installation with the District Representative. Contractor shall install a meter and reimburse the District for any power used. Where sub-metering is not possible or practical, a flat fee may be established and paid to the District.

1. When not available from the District, the Contractor must arrange and pay for electric service through the local utility or furnish his own portable power.
 2. All permanent power used by the Contractor prior to Occupancy by the District shall be metered and paid for by the Contractor.
- D. Temporary Telephones: Contractor shall have telephone facility available at its business office for the duration of contract where the Contractor and its superintendent may be contacted. A pay phone for use of subcontractors is recommended.
- E. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, Contractor shall install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Contractor shall comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations." Contractor shall:
1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
 2. Store combustible materials in containers in fire-safe locations.
 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
 4. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
 5. Should existing fire alarm or fire suppression systems be taken off line, provide a continuous fire watch in accordance with local Fire Authority requirements until the system(s) are made functional again.
- F. Maintenance of Temporary Utilities and Services: Contractor shall maintain temporary utilities and services in good operating condition until removal. Contractor shall protect from utilities and services from environmental and physical damage.

3.2 TERMINATION AND REMOVAL OF TEMPORARY UTILITIES AND SERVICES

- A. Termination and Removal of Temporary Utilities and Services: Unless the District require that it be maintained longer, Contractor shall remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Completion. Contractor shall complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. At Completion, Contractor shall clean and renovate permanent facilities that have been used during the construction period.
- B. Removal of Temporary Underground Utilities and Restoration: Remove temporary underground utility installations to a minimum depth of two-feet below utility services. Contractor shall:

1. Backfill, compact and regrade site as necessary to restore areas or to prepare for indicated paving and

landscaping.

2. Restore paving damaged by temporary utilities. Refer to requirements specified in Section 017320 - Cutting and Patching Requirements.
- C. Cleaning and Repairs: Contractor shall clean exposed surfaces and repair damage caused by installation and use of temporary utilities and services. Where determined by District Representative that repair of damage is unsatisfactory Work, Contractor shall replace construction with matching finishes. Refer to requirements specified in Section 017320 - Cutting and Patching Requirements.

END OF SECTION

SECTION 015200

CONSTRUCTION FACILITIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Field offices and sheds.
- B. Removal of construction facilities.

1.3 RELATED SECTIONS

- A. Section 011000 - Summary of the Work: Contractor's use of site and premises.
- B. Section 015100 - Temporary Utilities: Water, power and telephone services to construction facilities.
- C. Section 015250 - Construction Staging Areas: Locations for field offices and sheds.
- D. Section 017400 - Cleaning Requirements: Cleaning during construction and final cleaning.

1.4 MAINTENANCE OF CONSTRUCTION FACILITIES CONTROLS

- A. Maintenance: Contractor shall use all means necessary to maintain construction facilities in proper and safe condition throughout progress of the Work.
- B. Replacement: In the event of loss or damage, Contractor shall promptly restore temporary construction facilities by repair or replacement at no change in the Contract Sum or Contract Time.

1.5 CONTRACTOR'S FIELD OFFICES AND SHEDS

- A. Contractor's Field Office: Contractor shall provide a mobile field office of weather-tight construction, with lighting, power, ventilation, heating and cooling to house Contractor. Unless otherwise indicated on the Drawings, Contractor shall locate field office at in staging area described in Section 015250 - Construction Staging Areas. Contractor shall comply with District's requirements transmitted through District Representative.
 - 1. Contractor shall provide temporary utilities to serve Contractor's field office. Refer to Section 015100 - Temporary Utilities.
 - 2. Contractor's Field Office shall present neat, business-like appearance at all times, internally and externally.
 - 3. Contractor shall ensure that neither Contractor's Field Office nor other jobsite facilities are used for living quarters.
- B. IOR's and Special Inspector Field Office: Contractor shall provide a mobile field office of weather-tight construction, with lighting, power, ventilation, heating and cooling to house IORs and Special Inspectors. Unless

otherwise indicated on the Drawings, Contractor shall locate field office at in staging area described in Section 015250 - Construction Staging Areas. Contractor shall comply with District's requirements transmitted through District Representative.

1. Contractor shall provide temporary utilities to serve IOR/Special Inspectors field office. Refer to Section 015100 - Temporary Utilities.
 2. Contractor shall provide needed services to keep IOR/Special Inspectors Field Office present neat, business-like appearance at all times, internally and externally.
- C. Storage Sheds for Tools, Materials, and Equipment: Contractor shall provide weather-tight sheds, all with the following:
1. Heat and ventilation appropriate for storage of products requiring controlled conditions,
 2. Adequate space for organized storage and access, and
 3. Lighting for inspection of stored materials.
- D. Layout of Field Offices and Sheds: Within five working days of the Notice to Proceed, Contractor shall submit to District Representative a proposed layout for field offices, sheds and storage areas. District Representative will review and respond within five working days with comments and directions. Contractor shall comply with directions of District Representative.

1.6 DISTRICT'S CONSTRUCTION MANAGEMENT FIELD OFFICE

- A. Not applicable to this Section.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

3.1 INSTALLATION OF CONSTRUCTION FACILITIES

- A. Layout of Field Offices and Sheds: Within five working days of the Notice to Proceed, Contractor shall submit to District Representative a proposed layout for field offices, sheds and storage areas. District Representative will review and respond within five working days with comments and directions. Contractor shall comply with directions of District Representative.
1. Coordinate with requirements specified in Section 015250 - Construction Staging Areas.
 2. Coordinate installation of construction fencing as specified in Section 015600 - Temporary Barriers and Enclosures.
 3. Coordinate and acquire approval from District Representative to turn-off or abandon irrigation systems or utilities crossing the construction facilities and layout areas.
- B. Not Used.

3.2 REMOVAL OF CONSTRUCTION FACILITIES

- A. Removal of Construction Facilities: Unless otherwise mutually agreed by District Representative and Contractor,

remove temporary materials, equipment, services, and construction prior to Contract Completion review.

1. Coordinate removal with requirements specified in Section 015100 - Temporary Utilities, Section 015200 - Construction Facilities, Section 015500 - Vehicular Access and Parking, and Section 015600 - Temporary Barriers and Enclosures.
 2. Completely remove in-ground construction facilities to minimum depth of two feet. Backfill, compact and regrade site as necessary. Restore areas to original or better condition, or provide indicated paving and landscaping.
- B. Cleaning and Repairs: Clean and repair damage caused by installation or use of temporary construction facilities on public and private rights-of-way.

END OF SECTION

SECTION 015250

CONSTRUCTION STAGING AREAS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Contractor Staging Area Requirements.

1.3 RELATED SECTIONS

- A. Section 011000 - Summary of the Work: Contractor's use of site and premises.
- B. Section 015200 - Construction Facilities: Field offices and sheds.
- C. Section 015400 - Security
- D. Section 015500 - Vehicular Access and Parking: Construction parking.
- E. Section 015600 - Temporary Barriers and Enclosures: Temporary construction barriers, enclosures and passageways.
- F. Section 015700 - Temporary Controls: Storm water pollution prevention measures; video record of existing conditions to be used to determine restoration Work.
- G. Section 015800 - Project Identification and Signage: Directional and informational signage.
- H. Section 017400 - Cleaning Requirements: Periodic cleaning and cleaning for Substantial Completion review.

1.4 SUBMITTALS

- A. Shop Drawings: Prior to site mobilization, Contractor shall prepare and submit for review by District Representative a site plan indicating detailed layout of Contractor Staging Area, including:
 - 1. Temporary utilities
 - 2. Temporary fencing and gates
 - 3. Temporary offices and sheds
 - 4. Construction aids
 - 5. Vehicular accessways and on-site parking
 - 6. Temporary barriers and enclosures

7. Storm water pollution prevention measures

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

3.1 CONTRACTOR STAGING AREA REQUIREMENTS

- A. Contractor Staging Areas: Refer to reference drawings included in the set of Contract Drawings for location of Contractor Staging Areas.
 1. Contractor shall use only site areas designated specifically by District as Contractor Staging Area for the Project.
 2. Contractor Staging Area for the Project shall be clearly *demarcated*. Contractor shall remove equipment placed or located outside of areas designated for Contractor Staging Area to within Contractor Staging Area at no change in Contract Time and Contract Sum.
 3. Contractor shall keep access to Contractor Staging Areas and other construction accessways and thoroughfares clear at all times. Contractor shall provide traffic and parking control signage acceptable to District Representative.
 4. Contractor shall provide temporary, screened security fencing at staging area perimeters unless otherwise directed by the District Representative.
- B. Cleanliness: Contractor shall keep Contractor Staging Area clear of trash and debris and in neat order. Contractor shall be responsible for cleanliness and order of assigned Contractor Staging Areas, as acceptable to District Representative.

3.2 REMOVAL OF CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

- A. Removal of Construction Facilities and Temporary Controls: Unless otherwise mutually agreed by District Representative and Contractor, Contractor shall remove temporary materials, equipment, services, and construction prior to Contract Completion review. Contractor shall coordinate removal with requirements specified in Section 015100 - Temporary Utilities, Section 015200 - Construction Facilities, Section 015500 - Vehicular Access and Parking, and Section 015600 - Temporary Barriers and Enclosures.
- B. Cleaning and Repairs: Contractor shall clean and repair damage caused by installation or use of temporary facilities on public and private rights-of-way.
- C. Removal of Temporary Utilities and Restoration: Contractor shall remove temporary underground utility installations to a depth of two feet. Backfill, compact and regrade site as necessary to restore areas or to prepare for indicated paving and landscaping.

END OF SECTION

SECTION 015400
CONSTRUCTION AIDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Construction aids, including:
 - 1. Temporary lifts and hoists
 - 2. Debris chutes
 - 3. Temporary stairs
 - 4. Scaffolding

1.3 RELATED SECTIONS

- A. Section 011000 - Summary of the Work: Contractor's use of site and premises
- B. Section 015600 - Temporary Barriers and Enclosures: Temporary construction barriers, enclosures and passageways
- C. Sections 142400 - Hydraulic Elevators and 142500 – Hydraulic Elevator Modernization: Use of building elevators for construction activities.

1.4 CODES AND REGULATIONS

- A. Safety Regulations: Contractor shall comply with requirements of all applicable Federal, State and local safety rules and regulations. Contractor shall be solely responsible for jobsite safety.

1.5 TEMPORARY LIFTS AND HOISTS

- A. Temporary Lifts and Hoists: Contractor shall provide facilities for hoisting materials and personnel. Mobile lifts and truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
- B. Temporary Elevator Usage: for use of building elevator[s] during construction:
 - 1. Contractor shall provide protective coverings, barriers, devices, signs, or other procedures to protect elevator car and entrance doors and frame.
 - 2. Contractor shall clean and restore elevator cars used during construction.
 - 3. If, despite such protection, elevators become damaged, Contractor shall engage (and Contract Sum shall

include) elevator Installer to restore damaged work so no evidence remains of correction Work.

4. Contractor shall return items that cannot be refinished in field to the shop, make required repairs and refinish entire unit, or provide new units as required.

1.6 DEBRIS CHUTES

- A. Debris Chutes: Contractor shall provide chutes as necessary for debris removal. Contractor shall:
 1. Construct debris chutes of substantial materials. Use cylindrical, laminated fiber forms (Sonotube[®] or equal) to minimize noise of debris removal.
 2. Provide controls at debris chutes to minimize spread of dust and debris.
 3. Limit use of debris chutes to times to minimize disruption of activities in adjacent spaces.

1.7 TEMPORARY STAIRS AND SCAFFOLDING

- A. Temporary Stairs: Until permanent stairs are available, Contractor shall provide temporary stairs where ladders are not adequate. Contractor shall cover finished, permanent stairs with protective covering of plywood or similar material so finishes will be undamaged at time of Contract Completion review.
- B. Permanent Stair Usage: Use of permanent stairs will be permitted, as long as Contractor cleans and maintains stairs in a condition acceptable to District Representative.
 1. Contractor shall provide protective coverings, barriers, devices, signs, or other procedures to protect stairs and to maintain means of egress.
 2. If, despite such protection, stairs become damaged, Contractor shall restore damaged areas as acceptable to District Representative.
 3. Contractor shall coordinate usage of existing stairs at occupied facilities with District Representative.
- C. Scaffolding: Contractor shall provide scaffolding as necessary for access and proper performance of the Work. Design and installation of scaffolding shall be solely Contractor's responsibility.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

3.1 MAINTENANCE OF CONSTRUCTION AIDS

- A. Maintenance: Contractor shall use all means necessary to maintain construction aids in proper and safe condition throughout progress of the Work.
- B. Replacement: In the event of loss or damage, Contractor shall promptly restore construction aids by repair or replacement at no change in the Contract Sum or Contract Time.

3.2 REMOVAL OF CONSTRUCTION AIDS

- A. Removal of Construction Aids: Unless otherwise mutually agreed by District Representative and

Contractor, Contractor shall remove construction aids prior to Contract Completion review. Contractor shall coordinate removal with requirements specified in Section 015100 - Temporary Utilities, Section 015200 - Construction Facilities, Section 015500 - Vehicular Access and Parking, and Section 015600 - Temporary Barriers and Enclosures.

- B. Cleaning and Repairs: Contractor shall clean and repair damage caused by installation or use of construction aids.

END OF SECTION

SECTION 015410

SECURITY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Contractor Security Requirements.

1.3 RELATED SECTIONS

- A. Section 011000 - Summary of the Work: Contractor's use of site and premises
- B. Section 015600 - Temporary Barriers and Enclosures: Temporary construction barriers, enclosures and passageways

1.4 SECURITY

- A. In addition to security requirements contained in the Contract General Conditions (Article 4.08-c), Contractor shall adhere to the following requirements for security:
 - 1. Contractor shall protect the Work from theft, vandalism and unauthorized entry. Contractor shall have sole responsibility for job site security.
 - 2. Contractor shall maintain security throughout construction until the District's occupancy or acceptance.
 - 3. Keying. Contractor shall provide construction keying different from permanent keying of locks and include organized, locked and supervised storage for receiving and dispensing items of finish hardware throughout the construction.
 - 4. Provide Inspector Access. Contractor shall provide the Project Inspector with keys necessary to gain access to locked areas of the Work. The Project Inspector will be responsible for such keys and will return them to the Contractor upon acceptance of the project or area as complete.

1.5 ENTRY CONTROL

- A. Contractor shall restrict entrance of persons and vehicles into project site to authorized persons with proper identification and as required by Section 011000 – Summary of the Work.
- B. Contractor shall allow building entrance only to authorized persons with proper identification.

1.6 PERMANENT KEYS

- A. Immediately upon receipt of permanent keys for whatever purpose (finish hardware, mechanical equipment, casework, dispensers, lockers, switches, equipment items, etc.), Contractor shall tag or otherwise clearly identify keys according to one approved system and turn them over to the District Representative prior to any opportunity

of access to keys by parties other than the District.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

SECTION 015500

VEHICULAR ACCESS AND PARKING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Requirements for vehicular access to Work areas.
- B. Requirements for construction parking.

1.3 RELATED SECTIONS

- A. Section 011000 - Summary of the Work: Contractor's use of site and premises.
- B. Section 015200 - Construction Facilities: Coordination of access to field offices and sheds.
- C. Section 015250 - Construction Staging Areas: Layout of construction staging area including locations for vehicular access and construction parking.
- D. Section 015600 - Temporary Barriers and Enclosures: Requirements for temporary construction barriers, enclosures, and passageways applicable to construction parking areas.
- E. Section 015800 - Project Identification and Signage: Directional and informational signage.
- F. Section 015700 - Temporary Controls: Storm water pollution prevention measures and video record of existing conditions to be used to determine restoration Work.
- G. Section 017400 - Cleaning Requirements: Cleaning during construction and final cleaning.

1.4 PROTECTION OF EXISTING CONDITIONS

- A. Protection of Adjacent Facilities: Contractor shall restrict Work to limits indicated on the Drawings and as specified in Section 011000 - Summary of the Work. Contractor shall protect existing, adjacent facilities from damage, including soiling and debris accumulation.

1.5 SITE ACCESS

- A. Site Access: Use of designated existing on-site streets and driveways for construction traffic is permitted. Contractor shall review access routes with District Representative and comply with District Representative's directions.
 - 1. Contractor shall ensure that tracked vehicles shall not use paved areas.
 - 2. Contractor shall provide unimpeded access for emergency vehicles in accordance with local fire and police department standards and direction. Contractor shall maintain 20-foot (6 m) width driveways with turning space between and around combustible materials.
 - 3. Contractor shall provide and maintain access to fire hydrants free of obstructions.
 - 4. Contractor shall clean and restore paving and other site features after construction use.
- B. Traffic Control:
 - 1. Contractor shall comply with all on-campus traffic regulations, including speed limits. Contractor shall

pay all parking and traffic fines.

2. Blockage of site roadways and access to site parking lots and parking structures shall be only with approval of District Representative. Contractor shall comply with District's restrictions on blocking roadways and parking areas.
3. Contractor shall employ trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on vehicular and pedestrian traffic lanes.
4. Contractor shall provide signage, cones and other suitable devices to direct traffic. Contractor shall use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.
5. Large vehicles shall have District public safety escort. Contractor shall provide minimum 48 hours written notice through District Representative.
6. Contractor shall comply with the requirements of any District "Contractor Safety Handbook."

1.6 TRAFFIC SIGNS AND SIGNALS

- A. Traffic Signs and Signals: Contractor shall provide temporary signs and signals as required by authorities having jurisdiction and in compliance with District's requirements transmitted through District Representative. Contractor shall relocate signs and signals as necessary during construction. Refer to District Environmental Health & Safety requirements.

1.7 CONSTRUCTION PARKING

- A. Construction Parking:
 1. Contractor shall not park on public roadways unless approved by campus police and fire authorities.
 2. Contractor shall maintain clear access ways and parking for emergency vehicles, as required by campus police and fire authorities.
 3. Contractor shall park on-site for loading, unloading and construction purpose only. Personal vehicles are not allowed.
 4. Contractor shall obtain and pay for parking permits for off-campus parking.
 5. District will issue 100 each parking passes for contractor use on the top level only, of any District parking garage. Contractor shall maintain and submit a log of all parking passes distributed to workers.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

3.1 MAINTENANCE OF PARKING AND ACCESS ROADS

- A. Maintenance: Contractor shall maintain traffic and parking areas in a sound condition. Contractor shall repair breaks, potholes, low areas, standing water and other deficiencies, to maintain paving and drainage in original or specified condition.
- B. Cleaning of Roadways and Parking Areas: Contractor shall keep public and private rights-of-way and parking areas clear of construction-caused soiling, dust and debris, especially debris hazardous to vehicle tires. Contractor shall perform cleaning as frequently as necessary. Contractor shall coordinate with requirements specified in Section 015700 - Temporary Controls and Section 017400 - Cleaning Requirements.

END OF SECTION

SECTION 015600

TEMPORARY BARRIERS AND ENCLOSURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Temporary construction barriers, enclosures, and passageways.
 - 1. Dust and debris barriers.
 - 2. Security barriers.
 - 3. Temporary chain-link fencing.
 - 4. Covered passageways.
- B. Protection of completed Work.
- C. Removal of construction facilities and temporary controls.

1.3 RELATED SECTIONS

- A. Section 011000 - Summary of the Work: Contractor's use of site and premises.
- B. Section 015100 – Temporary Utilities: Temporary sanitary facilities, power and lighting.
- C. Section 015200 – Construction Facilities: Installation of Construction Facilities.
- D. Section 015250 - Construction Staging Areas: Submittals, staging and removal.
- E. Section 015400 – Construction Aids: Temporary lifts, hoists, stairs, scaffolding.
- F. Section 015410 – Security.
- G. Section 015500 - Vehicular Access and Parking: Construction parking restrictions.
- H. Section 015680 - Tree and Plant Protection: Requirements for barriers and covers at existing trees, shrubs and ground covers.
- I. Section 015700 - Temporary Controls: General requirements for protection of existing conditions and run-off control.
- J. Section 015800 - Project Identification and Signage: Directional and informational signage.

1.4 CODES AND REGULATIONS

- A. California Building Code (CBC): Comply with California Building Code (CBC) Chapter 33, Safeguards during Construction
- B. Fire Regulations: Comply with requirements of fire authorities having jurisdiction, including California Fire Code (CFC) Chapter 14 during performance of the Work.

- C. Safety Regulations: Comply with requirements of all applicable Federal, State and local safety rules and regulations. Contractor shall be solely responsible for jobsite safety.
- D. Barricades and Barriers: As required by governing authorities having jurisdiction, provide substantial barriers, guardrails and enclosures around Work areas and adjacent to embankments and excavations for protection of workers and the public.

1.5 PROTECTION OF EXISTING CONDITIONS

- A. Protection of Adjacent Facilities: Contractor shall restrict Work to limits indicated on the Drawings and as specified in Section 011000 - Summary of the Work: Protect existing, adjacent facilities from damage, including soiling and debris accumulation.
- B. Protection of Existing Furniture, Fixtures and Equipment: As applicable, provide temporary enclosures, barriers and covers to protect existing furniture, fixtures and equipment remaining in Project area during construction.

1.6 MAINTENANCE OF CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

- A. Maintenance: Use all means necessary to maintain temporary barriers and enclosures in proper and safe condition throughout progress of the Work.
- B. Replacement: In the event of loss or damage, promptly restore temporary barriers and enclosures by repair or replacement at no change in the Contract Sum or Contract Time.

1.7 TEMPORARY BARRIERS, ENCLOSURES AND PASSAGEWAYS

- A. Temporary Barriers, General: Provide temporary fencing, barriers and guardrails as necessary to provide for public safety, to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
 - 1. Refer to temporary fencing and phasing plan in the Drawings. Comply with requirements indicated. Design and engineering of temporary barriers, enclosures and passageways are the responsibility of the Contractor.
 - 2. Note requirements for continued occupancy and use of existing buildings and site areas during construction.
 - 3. Comply with applicable requirements of California Building Code (CBC) and authorities having jurisdiction, including industrial safety regulations. Review requirements with District Representative.
 - 4. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for firefighting.
 - 5. Paint temporary barriers and enclosures with appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard.
 - 6. Where appropriate and necessary, provide warning lighting, including flashing red or amber lights.
- B. Temporary Chain-Link Fencing: Provide temporary portable chain-link fencing with windscreen. See Section 015250 - Staging Area for requirements for layout of fencing.
 - 1. Portable Chain-Link Fencing: Minimum 2-inches (50-mm) 11-gauge, galvanized steel, chain-link fabric fencing; minimum 8-feet (2.4 m) high with galvanized steel pipe posts; minimum 2-3/8-inches- (60-mm-)

OD line posts and 2-7/8-inches- (73-mm-) OD corner and pull posts, with 1-5/8-inches- (42-mm-) OD top and bottom rails.

- a. Provide concrete or galvanized steel bases for supporting posts.
 - b. Provide protective barriers at bases to prevent tripping by pedestrians.
- 2. Windscreen on Chain-Link Fencing: For screening of construction activities from view, equivalent to the following:
 - a. Acceptable manufacturers: None identified. Equivalent products of other manufacturers will be considered in accordance with the "or equal" provision specified in Section 016100 - Basic Product Requirements.
 - b. Windscreen fabric: Closed mesh weave of 30 warp by 16 fills per square inch.
 - 1) Fiber: 5.6 ounce per square yard polypropylene fiber.
 - 2) Shade factor: 78 percent.
 - 3) Tensile strength: 360 pounds for warp and 190 pounds for fill, when tested according to ASTM D1682, grab method.
 - 4) Tear strength: 110 pounds for warp and 70 pounds for fill, when tested according to ASTM D2263, trapezoidal method.
 - c. Fabric fabrication:
 - 1) Reinforce hems and seams with 2-3/4 inch black polypropylene folded binding tape, with tensile strength of 300 pounds.
 - 2) Provide center reinforcing tape in addition to reinforced perimeter hems and panel seams.
 - 3) Sew hems and seams with UV light resistant polyester thread.
 - 4) Provide 9/32-inch brass grommets spaced at 12-inches on center in perimeter hems and center reinforcing tape.
 - d. Secure windscreen to fence at all grommets.
 - e. Locate windscreen on outside of fence.
- C. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- D. Covered Passageways: Erect structurally adequate and protective covered walkways for passage of persons along adjacent passageways.
 - 1. Coordinate installation details with District's requirements for continuing operations in adjoining facilities.
 - 2. Review design and details with District Representative.
 - 3. Comply with applicable regulations of authorities having jurisdiction.
 - 4. Construct covered walkways using scaffold or shoring framing.
 - 5. Provide wood-plank overhead decking, protective plywood enclosure walls, handrails, barricades, warning signs, lights, safe and well-drained walkways, and similar provisions for protection and safe passage.
 - 6. Extend back wall beyond the structure to complete enclosure fence.
 - 7. Paint and maintain in a manner as directed by District Representative.
- E. Temporary Barriers: Erect a structurally adequate, protective wood pedestrian protection barriers where required by California Building Code (CBC) Chapter 33, Section 33060 - Protection of Pedestrians. Wood fencing shall be provided as required by Table 3306.1.
 - 1. Materials: As required by CBC Section 3306.5 and 3306.6.
 - 2. Finishes: As acceptable to District Representative. Fence where exposed to public view shall receive minimum of one coat wood primer and one coat semi-gloss paint, color(s) as directed by District Representative.

- F. Temporary Closures: Provide temporary closures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather-tight enclosure for building exterior.
1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate closures with ventilating and material drying or curing requirements to avoid dangerous conditions and effects such as mold.
 2. Vertical openings: Close openings of 25 sq. ft. (2.3 sq. m) or less with plywood or similar materials.
 3. Horizontal openings: Close openings in floor or roof decks and horizontal surfaces with load-bearing, wood-framed construction.
 4. Install tarpaulins securely using wood framing and other suitable materials.
 5. Where temporary wood or plywood enclosure exceeds 100 sq. ft. (9.2 sq. m) in area, use fire-retardant-treated materials for framing and main sheathing.
- G. Temporary Partitions: Erect and maintain temporary partitions and temporary closures to limit dust and dirt migration, including migration into existing facilities, to separate areas from fumes and noise and to maintain fire-rated separations.
1. Dust barriers: Construct dustproof, floor-to-ceiling partitions of not less than nominal 4-inch (100-mm) studs, 2 layers of 3-mil (0.07-mm) polyethylene sheets, inside and outside temporary enclosure.
 - a. Overlap and tape full length of joints.
 - b. Include 5/8-inch thick gypsum board at temporary partitions serving as noise barrier.
 - c. Insulate partitions to minimize noise transmission to adjacent occupied areas.
 - d. Seal joints and perimeter of temporary partitions.
 2. Dust barrier passages: Where passage through dust barrier is necessary, provide doors with gaskets or heavy plastic sheets that effectively prevent air passage.
 - a. Construct a vestibule and airlock at each entrance to temporary enclosure with not less than 48 inches (1219 mm) between doors.
 - b. Maintain water-dampened foot mats in vestibule where passage leads to existing occupied spaces.
 - c. Equip doors with security locks.
 3. Fire-rated temporary partitions: Maintain fire-rated separations, including corridor walls and occupancy separations, by construction of stud partitions with gypsum board faces.
 - a. Construction details shall comply with recognized time-rated fire-resistive construction. Typically, 1-hour rated partitions shall be 2x4 wood studs at 16-inches on center or 3-1/2 inch metal studs at 16-inches on center, with 5/8-inch thick Type X gypsum board at both faces, with joints filled, taped and topped.
 - b. Seal partition perimeters with acceptable fire stopping and smoke seal materials.
 - c. Construct fire-rated temporary partitions whenever existing time-rate fire-resistive construction is removed for 12 hours or more.
- H. HVAC Protection: Provide dust barriers at HVAC return grilles and air inlets to prevent spread of dust and clogging of filters.
- I. Temporary Floor Protection: Protect existing floors from soiling and damage.
1. Cover floor with 2 layers of 3-mil (0.07-mm) polyethylene sheets, extending sheets 18 inches (460 mm) up the side walls.

2. Cover polyethylene sheets with 3/4-inch (19-mm) fire-retardant plywood.
 3. Provide floor mats to clean dust from shoes.
- J. Landscape Barriers: Provide barriers around trees and plants designated to remain. Coordinate with requirements specified in Section 015680 - Tree and Plant Protection.
1. Locate barriers as directed outside of drip lines of trees and plants.
 2. Protect entire area under trees against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuous running water.
 3. Contractor shall pay all costs to restore trees and plants within barriers that are damaged by construction activities. Restoration shall include replacement with plant materials of equal quality and size. Costs shall include all fines, if any, levied by authorities having jurisdiction.
- K. Barricades, Warning Signs and Lights, General: Comply with standards and code requirements for erection of structurally adequate barricades. Paint barricades with appropriate colors, graphics and warning signs to inform personnel and the public when protecting them against a hazard. Where appropriate and needed provide lighting, including flashing red or amber lights.
- L. Guard Rails: Provide guard rails along tops of embankments and excavations. Along public walkways and areas accessible by the public, adjoining excavations, provide guardrails in addition to fencing.
1. Guardrails shall be substantially and durably constructed of lumber, firmly anchored by posts embedded in concrete, and complying with Code requirements for temporary barriers.
 2. Guardrails shall comply with dimensional requirements and accommodate loads as prescribed by California Building Code (CBC) for permanent guardrails.
- M. Security Closures and Lockup: Provide substantial temporary closures of openings in exterior surfaces and interior areas as appropriate to prevent unauthorized entrance, vandalism, theft and similar violations of security. Provide doors with self-closing hardware and locks.
1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- N. Weather Closures: Provide temporary weather-tight closures at exterior openings to prevent intrusion of water, to create acceptable working conditions, to protect completed Work and to maintain temporary heating, cooling and ventilation. Provide access doors with self-closing hardware and locks.
- O. Temporary Access, Passage and Exit Ways: Construct temporary stairs, ramps, and covered walkways, with related doors, gates, closures, guardrails, handrails, lighting and protective devices, to maintain access and exit ways to existing facilities to remain operational.
1. Design and location of temporary construction shall be by Contractor, subject to review by District Representative and authorities having jurisdiction. Temporary construction shall comply with CBC structural, accessibility and emergency egress requirements.
 2. Provide temporary lighting, illuminated interior exit signage, non-illuminated directional and instructional signage, and temporary security alarms for temporary exits and exit passageways.
 3. Temporary measures shall suit and connect to existing building systems, and shall be approved by District

Representative and authorities having jurisdiction.

1.8 PROTECTION OF INSTALLED WORK

- A. Protection of Installed Work, General: Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.
- B. Protective Coverings: Provide protective coverings at walls, projections, jambs, sills, and soffits of openings as necessary to prevent damage from construction activities, such as coatings applications, and as necessary to prevent other than normal atmospheric soiling.
- C. Traffic Protection:
 - 1. Protect finished floors, stairs and other surfaces from traffic, soiling, wear and marring.
 - 2. Provide temporary covers of plywood, reinforced kraft paper or temporary rugs and mats, as necessary. Temporary covers shall not slip or tear under normal use.
 - 3. Prohibit traffic and storage on waterproofed and roofed surfaces and on landscaped areas.
 - 4. Protect newly fine graded, seeded and planted areas with barriers and flags to designate such areas as closed to pedestrian and vehicular traffic.

1.9 REMOVAL OF TEMPORARY BARRIERS AND ENCLOSURES

- A. Removal of Temporary Barriers and Enclosures: Unless otherwise mutually agreed by District Representative and Contractor, remove temporary materials, equipment, services, and construction prior to Contract Completion review. Coordinate removal with requirements specified in Section 015100 - Temporary Utilities, Section 015200 - Construction Facilities, Section 015500 - Vehicular Access and Parking and Section 015600 - Temporary Barriers and Enclosures.
- B. Cleaning and Repairs: Clean and repair damage, soiling and marring caused by installation or use of temporary barriers and enclosures.

PART 2 - PRODUCTS

Not applicable to this Section.

PART 3 - EXECUTION

Not applicable to this Section.

END OF SECTION

SECTION 015680

TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Requirements for protection of existing landscape plant materials, including trees, shrubs and ground covers. Contractor shall preserve, protect, and prune as necessary existing trees and shrubs, and other vegetation indicated to remain.

1.3 RELATED SECTIONS

- A. Section 015600 – Temporary Barriers and Enclosures: Barricades and barriers used to protect landscaping.
- B. Section 015700 – Temporary Controls: Runoff.
- C. Division 32 - Site Construction: Landscaping specifications related to trees, shrubs and ground covers, as applicable.

1.4 WORK DESCRIPTION

- A. Protection: All trees and plant materials to remain on site shall be protected from construction activities. Preserve, protect, and prune as necessary existing trees and shrubs and other vegetation indicated to remain.
- B. Maintenance: Until Contract closeout, Contractor shall irrigate, fertilize, prune and clean as necessary to maintain all existing trees, shrubs and ground covers in healthy condition, within and adjacent to Project area.

1.5 QUALITY ASSURANCE

- A. Arborist: Contractor shall engage and pay a Certified Arborist who will be responsible for supervising implementation of tree and plant protection measures specified in this Section.
 - 1. Arborist shall be subject to acceptance by District Representative.
 - 2. Arborist registered by the American Society of Consulting Arborists.
 - 3. Submit evidence contract with acceptable Certified Arborist prior to commencing site mobilization activities.

PART 2 - PRODUCTS

2.1 BARRIERS

- A. Barriers: As specified in Section 015600 - Temporary Barriers and Enclosures.

2.2 FERTILIZER

- A. Fertilizer: Unless otherwise directed by District Representative, type and quantity of fertilizer shall be determined by soil agronomist engaged and paid by Contractor, who is acceptable to District Representative.

1. As basis for bidding, fertilizer shall be Romeo "Greenbelt" 22-14-14 tree fertilizer or approved equal at 4 lb. fertilizer dissolved in 100 gallons water.
- B. Accessory Materials: As determined by Contractor as necessary for sustained health of trees and plants, subject to acceptance by District Representative. Accessory materials shall include mulch, tree and plant stakes and temporary covers.

PART 3 - EXECUTION

3.1 PROTECTION

- A. Protection: Prior to construction activities, especially demolition and excavation, on the site, Contractor shall submit to District Representative evidence of a contract with a Certified Arborist who shall be responsible for supervising implementation of the following tree protection measures.
1. Protect all existing trees, shrubs and ground covers from stockpiling, material storage including soil, vehicle parking and driving within the tree drip line. Restrict foot traffic to prevent excessive compacting of soil over root systems.
 2. Protect root systems of existing trees, shrubs, and ground covers from damage due to chemically injurious materials in solution caused by runoff and spillage during mixing, placement of construction materials, and drainage from stored materials.
 3. Protect root system from flooding, erosion, excessive wetting and drying resulting from de-watering and other operations.
 4. Above-ground surface runoff shall not be directed into the tree canopy area from adjacent areas. Ensure that sidewalks or other construction do not trap water near the tree. Coordinate with requirements specified in Section 015700 - Temporary Controls.
 5. Protect existing plant materials from unnecessary cutting, breaking and skinning of roots and branches, skinning and bruising of bark.
 6. Use no soil sterilants under pavement near existing trees.
 7. Do not allow fires under and adjacent to existing trees or plants.
- B. Maintenance: Throughout duration of the Contract, Contractor shall be responsible for irrigation, fertilizing, pruning, and other measures necessary to protect and nurture all existing trees, plants, ground covers and lawns indicated to remain in Project.

3.2 PRUNING

- A. Pruning: Certified Arborist shall direct removal of branches from trees and large shrubs and correctional pruning and cabling of specified trees which are to remain in Project, if required to clear new construction and where indicated, and to direct tree root pruning and relocation Work. Procedure for each tree may vary and shall be subject to approval by Certified Arborist and District Representative prior to commencing Work.
1. Where indicated by District Representative, extend pruning operation to restore natural shape of entire tree using only Western Chapter, ISA Pruning Standards.
 2. Cut branches and roots with sharp pruning instruments. Do not break, chop, or mutilate.
 3. Pruning of existing trees shall be limited to removal of all dead wood 1/2-inch or greater in size and removal of vines and sucker growth. Tree cavities existing on all oak trees shall be cleaned of wood rot.

4. Tree limbs shall be trimmed or removed only under direction of skilled and experienced supervisor, according to directions of Arborist.

3.3 IRRIGATION

- A. Irrigation: Irrigate trees and other plants to remain, as necessary to maintain their health before, during and after Work under the Contract, as directed by the Consulting Arborist.
 1. Maintain an irrigation schedule and document. Submit schedule to District Representative for review and acceptance.
 2. Provide temporary piping, valves, hoses, emitters and spray heads as necessary until Contract closeout.
- B. Soil Preparation: If soil within drip line of trees is compacted, then prior to watering or fertilizing trees, area within the drip lines shall be tilled to break up the top two inches of existing soil.
- C. Tree Irrigation: All trees shall be deep-root watered by the use of an injection needle to a depth of 18-inches.
 1. Needle shall be inserted into ground at 5-foot intervals in concentric rings around the tree, beginning at trunk. Each ring shall be 4-feet wider than previous one. Process shall continue out to drip line of the tree.
 2. For trees greater than 12-inches in caliper, irrigate trees during first month of construction using 1,200 gallons of water per tree.
 3. For trees less than 12-inches in caliper, 800 gallons of water shall be used per tree.
 4. Repeat procedure every three months until Contract completion.

3.4 FERTILIZING

- A. Fertilizing: All trees shall be fertilized before, during, and after construction by pumping under pressure directly 18-inches into root zone as directed by Certified Arborist.

3.5 EXCAVATION AROUND TREES

- A. Excavation Around Trees: Excavate within drip lines of trees only where indicated.
 1. Where trenching for utilities is required within drip lines, tunnel under and around roots of 2-1/2 inches diameter or larger by hand digging. Do not cut main lateral roots that are two inches or larger. Cut smaller roots that are smaller than two inches that interfere with installation of new Work. Use sharp, approved pruning tools. Pipes shall be routed into alternate locations to avoid conflict with remaining tree roots.
 2. Where excavating for new construction is required within drip lines of trees, hand excavate to minimize damage to root systems. Use narrow tine spading forks and comb soil to expose roots. Relocate roots in backfill areas wherever possible. If large, main lateral roots are encountered, expose beyond excavation limits as required to bend and relocate without breaking.
 3. If encountered immediately adjacent to location of new construction and relocation is not practical, cut roots approximately six inches back from new construction. Treat and cover cut ends as directed by Certified Arborist.
 4. Do not allow exposed roots to dry out before permanent backfill is placed. Provide temporary earth cover, pack with wet peat moss or four layers of wet untreated burlap and temporarily support and protect roots from damage until permanently relocated and covered with backfill. Irrigate to eliminate voids and air

pockets.

- B. Pruning: Thin branching structure in accordance with Western Chapter, ISA Pruning Standards to balance loss to root system caused by damage or cutting of root system. Thinning shall not exceed 30 percent of existing branching structure.

3.6 GRADING AND FILLING AROUND TREES

- A. Grading and Filling Around Trees: Maintain existing grade within drip line of trees unless otherwise indicated.
 - 1. Grade changes shall be limited to six inches of cut or fill from original grade and shall be accomplished by hand.
 - 2. Under all Quercus and Sequoia trees there shall be no grade change under at least the inner 50% of the tree canopy.
- B. Lowering Grades Around Trees: Where existing grade is above new finish grade shown around trees, carefully hand excavate within drip line to new grade. Cut roots exposed by excavation to approximately three inches below elevation of new finish grade.
- C. Raising Grades Around Trees: Permitted only as acceptable to Certified Arborist and District Representative.
- D. Other Changes: If building pads or foundations are indicated to be constructed within Project area or if existing landscaping requires alteration due addition of fill or reduced by excavation, notify District Representative for directions prior to starting Work. Measures as directed by District Representative, such as addition of small retaining walls or subgrade aeration lines, may be required to mitigate construction procedures affecting tree.

3.7 REPAIR AND REMOVAL OF TREES

- A. Repair and Removal of Trees: Certified Arborist and District Representative will determine whether trees shall be restored or removed. Treat and restore trees damaged by construction operations in a manner acceptable to District Representative. Perform restoration and pruning promptly after damage occurs to prevent progressive deterioration of damaged trees. If trees cannot be restored, equitable adjustment to Contract Sum shall be made to compensate District for loss, in accordance with the Contract General Conditions.
 - 1. Remove dead and damaged trees that are determined by Certified Arborist to be incapable of restoration to normal growth pattern.
 - 2. Contractor shall be liable for all damage and necessary restoration actions to existing trees, including trunk, branches, or roots. Restoration shall be performed under direction of Certified Arborist.

3.8 REPAIR AND REPLACEMENT OF SHRUBS AND GROUND COVER

- A. Repairs and Replacements of Shrubs and Ground Cover: Repair shrubs and other vegetation damaged by construction operation in manner acceptable to District Representative.
 - 1. Make repairs promptly after damage occurs to prevent progressive deterioration of damaged plant. Remove and replace all dead and damaged plants up to six inch diameter which are determined by District Representative as being incapable of restoration to normal growth pattern.
 - 2. Provide new shrubs of same size and species as those replaced or as acceptable to the District Representative.

3.9 COMPENSATION TO DISTRICT FOR LOST AND DAMAGED TREES

- A. Compensation to District for Lost and Damaged Trees: Contractor shall be liable for loss in value to damaged trees and trees which are damaged beyond restoration, unless trees are specifically indicated on Contract Drawings to be removed.
- B. All resulting repair or replacement costs, as determined by District Representative, shall be compensated to District by credit change order deducting sum from monies owed Contractor.
 - 1. Because of irreplaceable nature of many existing trees, amount of assessment shall be determined by District Representative after consultation with Certified Arborist, and shall depend upon tree species, condition before damage and location value.
 - 2. Disputed sums shall be governed by applicable provisions of the Contract General Conditions.

END OF SECTION

SECTION 015700

TEMPORARY CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Protection of existing conditions, including video record of existing conditions.
- B. Life safety and fire protection.
- C. Security.
- D. Runoff control.
- E. Protection of installed Work.

1.3 RELATED SECTIONS

- A. Section 011000 - Summary of the Work: Contractor's use of site and premises.
- B. Section 015200 - Construction Facilities: Field offices and sheds.
- C. Section 015400 - Construction Aids: Temporary lifts and hoists; temporary stairs and scaffolding.
- D. Section 015500 - Vehicular Access and Parking: Vehicle access and parking control at Work areas.
- E. Section 015600 - Temporary Barriers and Enclosures: Requirements for dust and debris barriers.

1.4 CODES AND REGULATIONS

- A. Fire Regulations: Comply with requirements of fire authorities having jurisdiction, including California Fire Code (CFC) Chapter 14 during performance of the Work.
- B. Safety Regulations: Contractor shall be solely responsible for jobsite safety. Minimum requirements shall include the following.
 - 1. Comply with requirements of all applicable Federal, State and local safety rules and regulations.
 - 2. Comply with requirements in the District's "Contractor Safety Handbook," provided under separate cover by District Representative.
- C. Barricades and Barriers: As required by authorities having jurisdiction, provide substantial barriers, guardrails and enclosures around Work areas and adjacent to embankments and excavations for protection of workers and the public. See Section 015600 - Temporary Barriers and Controls for additional requirements.

1.5 PROTECTION OF EXISTING CONDITIONS

- A. Protection of Adjacent Facilities: Contractor shall restrict Work to limits indicated on the Drawings and as specified in Section 011000 - Summary of the Work. Protect existing, adjacent facilities from damage, including

soiling and debris accumulation.

- B. Video Record of Existing Conditions: Contractor shall produce video record of all existing conditions within and adjacent to Project area, including along and immediately adjacent to proposed vehicular access routes within Campus boundaries.
 - 1. Video record shall made on digital videotape or DVD with sound to record comments to identify locations and describe conditions.
 - 2. District Representative will accompany Contractor during recording of existing conditions but will not direct recording process.
 - 3. Video shall record state of existing features, including but not limited to:
 - a. Paving.
 - b. Landscaping.
 - c. Building surfaces.
 - d. Utilities.
 - e. Lighting standards, fencing, signage and other site appurtenances.
 - f. Fountains and monuments.
 - 4. Contractor shall retain one copy and deliver one copy of video record to District Representative within seven calendar days after the video record was produced.
 - 5. Video record shall be used to verify restoration of existing conditions after completion of construction activities.
 - 6. Existing feature not recorded shall be restored as directed by District Representative, including reconstruction and refinishing as determined necessary by District Representative.

1.6 FIRE PROTECTION

- A. Fire Protection Responsibility: Protection of Project from fire shall be solely Contractor's responsibility.
- B. Fire Protection Provisions, General: Maintain, at a minimum, the Work in conditions to minimize fire hazards and provide adequate fire protection devices, such as suitable fire extinguishers, blankets, warning signs and storage containers.
 - 1. Store combustible materials in containers in fire-safe locations.
 - 2. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Prohibit smoking in hazardous fire exposure areas.
 - 3. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
- C. Special Fire Protection Provisions: During hazardous construction activities, maintain adequate fire protection devices immediately available for use at the location of such activities.
- D. Fire Protection Equipment: Until fire protection is provided by permanent fire protection systems and equipment, install and maintain temporary fire protection equipment as necessary to protect against ignition and spread of fires. Comply with NFPA 10 "Standard for Portable Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alteration and Demolition Operations."
- E. Temporary Fire Sprinkler Provisions: Where existing fire sprinkler system is affected by demolition and re-construction activities, provide either temporary fire protection measures acceptable to authorities having

jurisdiction or modify existing system as necessary to maintain fire protection. Include extensions and additions to standpipe system, for Fire Department connections. Comply with California Fire Code (CFC) Chapter 14 during all phases of the Work.

- F. Fire Extinguishers for Protection During Construction: Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.
 - 1. Provide hand carried, portable UL-rated, Class "A" fire extinguishers for temporary offices and similar spaces.
 - 2. In other locations, provide hand-carried, portable, UL-rated, Class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.
- G. Installation of Fire Extinguishers for Protection During Construction: Locate fire extinguishers in field offices, storage sheds, tool houses, other temporary buildings and throughout the Work site. Comply with directions of Fire Marshal having jurisdiction.
 - 1. In the area under construction, provide at least one fire extinguisher for each 5,000 square feet of building floor area.
 - 2. Locate fire extinguishers no greater than 100 feet travel distance apart.

1.7 SECURITY

- A. Security Responsibility: Security of the Project area shall be solely the Contractor's responsibility until completion of the Work.
- B. Security Provisions, General: Provide security program and facilities to protect Work from unauthorized entry, vandalism, and theft.
- C. Guard Service: At Contractor's discretion, employ guards to protect the site after working hours.

1.8 RUNOFF CONTROL

- A. Erosion and Sedimentation Control: Erosion and sedimentation control provisions shall meet or exceed minimum requirements of authorities having jurisdiction. When provisions are indicated on Drawings, they are minimum requirements. If no sedimentation control system is shown, then Contractor shall design and provide system to prevent siltation of adjacent property as required by authorities having jurisdiction. See Civil Drawings for additional requirements and details.
 - 1. Implement erosion and sedimentation control provisions prior to commencing site clearing, grading, backfilling and compacting or other construction activities which will expose soil to erosion and potential for sediment-laden runoff.
 - 2. Ensure that sediment-laden water does not enter drainage systems.
 - 3. Maintain erosion and sedimentation control provisions until Contract Completion review is completed for landscaping, or sooner if approved by authorities having jurisdiction.
 - 4. Implementation, maintenance, replacement and additions to erosion and sedimentation control provisions shall solely be the responsibility of the Contractor. As construction progresses and seasonal conditions dictate, more erosion and sedimentation controls may be required. If so, Contractor shall provide additional provisions over and above minimum requirements as necessary.
- B. Drainage: Grade site and other Work areas to drain.

1. Provide temporary drainage ditches and diversion measures as necessary to protect construction.
 2. Provide erosion control measures as necessary and as required by authorities having jurisdiction. Comply with local water quality control requirements, as applicable.
- C. De-Watering: Maintain excavations free of water. Provide and operate pumping equipment as necessary.
1. Removal of contaminated water from excavations, dewatering of contaminated groundwater and discharging of contaminated soils via surface erosion is prohibited.
 2. Dewatering of non-contaminated groundwater shall be performed only after Contractor obtains a National Pollutant Discharge Elimination System Permit from the State or Regional Water Quality Control Board having authority. Costs of such permit shall be included in the Contract Sum.
- D. Runoff Control: Storm water runoff and other waters may be encountered at various times during construction. Contractor, by signing the Agreement, acknowledges that risks arising from storm water runoff and other waters have been investigated and considered, and Contract Sum and Contract Time include all costs associated with runoff control.
1. It shall be responsibility of Contractor to protect Work from detrimental effects of all waters encountered.
 2. It shall be responsibility of Contractor to protect Work from detrimental effects of runoff.
 3. Should damage to the Work due to surface or other water occur prior to acceptance of the Work by District Representative, Contractor shall repair or replace Work at no change in Contract Time or Contract Sum.
- E. National Pollutant Discharge Elimination System: Contractor shall comply with requirements of environmental protection and storm drainage authorities having jurisdiction.
1. Project Area and other areas affected by Work under the Contract shall be maintained in such condition that anticipated storm runoff does not carry wastes and other pollutants off the site.
 2. Discharges of material other than storm water will be allowed only when necessary for performance of the Work and where such discharge does not cause the following:
 - a. Cause or contribute to a violation of applicable water quality standard.
 - b. Cause or threaten to cause pollution, contamination or nuisance, as determined by authorities having jurisdiction. Potential pollutants include but are not limited to:
 - 1) Solid or liquid chemical spills.
 - 2) Wastes from paints, stains, sealants, adhesives, limes, pesticides, herbicides, wood preservatives and solvents.
 - 3) Asbestos fibers, paint flakes or fragments of plaster and drywall.
 - 4) Fuels, lubricants, hydraulic fluids, coolants, battery electrolytes.
 - 5) Vehicle or equipment, degreasing, steam cleaning and wash water.
 - 6) Concrete, mortar and plaster mix and cleaning water.
 - 7) Detergents and floatable wastes.
 - 8) Superchlorinated potable water line flushings.
 - c. Contain hazardous substances in a quantity reportable under Federal Regulations 40 CFR Parts 117 and 302.
 3. During performance of the Work, disposal of such materials shall occur at a temporary on-site location, physically separated from potential storm water runoff, with ultimate disposal in compliance with all applicable local, regional, State and Federal requirements.

4. Contractor shall hire the required professional (QSD and QSP) to develop and implement a Storm Water Pollution Prevention Plan (SWPPP). Contractor shall be responsible for payment of the permit and all fines for non-compliance with the SWPPP, at no change in Contract Sum. Include in this is the required monitoring and reports on line to the Storm Water Multiple Application and Report Tracking System (SMARTS).
- F. Pavement Clearing and Cleaning: Keep site accessways, parking areas and building access and exit facilities clear of mud.
1. Remove mud, soil and debris and dispose in a manner which will not be injurious to persons, property, plant materials and site.
 2. Comply with runoff control requirements stated above and as required by authorities having jurisdiction.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

Not Applicable to this Section.

END OF SECTION

SECTION 015800

PROJECT IDENTIFICATION AND SIGNAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. On-site Project identification and temporary informational signs of design approved by District, provided and maintained by Contractor during Contract.

1.3 RELATED SECTIONS

- A. Section 015200 – Construction Facilities: Coordination of signage with field offices and sheds.
- B. Section 015500 – Vehicular Access and Parking: Coordination of signage with construction parking
- C. Section 015600 – Temporary Barriers and Enclosures: Temporary wood barriers and enclosures with directional signage.

1.4 SUBMITTALS

- A. Shop Drawings: In compliance with directions from District Representative, Contractor shall prepare and submit site plan locating temporary project identification and informational signs furnished by District.

PART 2 - PRODUCTS

2.1 SIGN MATERIALS

- A. Sign Structure and Framing: Contractor shall provide new materials, wood or metal, structurally adequate to support sign panel and suitable for specified finish.
- B. Sign Surfaces: Sign surfaces shall be minimum 3/4-inch thick, exterior grade, softwood plywood with medium or high-density phenolic sheet overlay, standard large sizes to eliminate joints. Contractor shall provide sheet thickness as required to span across framing members and provide even, smooth surface without waves or buckles.
- C. Rough Hardware: Rough hardware shall be hot-dip galvanized steel.
- D. Paint, Sign Face: Paint used for Sign Face shall be exterior quality primer and gloss enamel finish, as customarily used for sign painting, adequate to resist weathering and fading for the scheduled construction period.
- E. Paint, Sign Structure: Paint used for Sign Structure shall be exterior quality, primer and flat finish paint, adequate to resist weathering and fading for scheduled construction period.

2.2 PROJECT IDENTIFICATION SIGN

- A. Project Identification Sign: As directed, Contractor shall provide one painted Project Identification Sign of the

size and construction indicated.

1. Sign size: 8 feet wide by 4 feet tall.
 2. Sign location: As directed by the District Representative.
 3. Graphic design, text, style of lettering, and colors of sign shall be as directed; assume four colors and special graphic for Project title.
 4. Sign shall identify project name, project number, District's name, Architect's name, Contractor's name, graphic (rendering) and/ or statement provided by the District Representative.[]
 5. Sign shall include corporate logos of parties identified on sign.
- B. Project Address Signs: Provide Project name and street address signs, minimum of four feet wide, to identify Project to facilitate deliveries.
1. Graphic design and colors of sign shall match Project Identification Sign.
 2. Text on sign shall be as directed.
- C. Sign Painting: Sign Panels shall be shop painted and field installed by Contractor.
1. Contractor shall ensure that professional sign painters perform sign painting. Silkscreen method is recommended in order to accurately depict graphics.
 2. Contractor shall paint back and edges of sign panels for complete weather resistance and finished appearance.

2.3 PROJECT INFORMATIONAL SIGNS

- A. Restrictions: Contractor shall not display signs other than Project Identification Sign specified above and Project Informational Signs specified below without written approval of District Representative.
- B. Project Informational Signs: Informational signs, necessary for conduct of construction activities or required by governmental authorities having jurisdiction, may be displayed when in conformance to sign construction and graphic requirements specified in this Section.
1. District Representative may review such signs. If so, review will be for sign construction, and graphic designs only.
 2. Adequacy of signage for safety and conformance to requirements of authorities having jurisdiction and trade practices shall be solely Contractor's responsibility.
- C. Sign Painting: Contractor shall ensure that informational signage shall be produced by professional sign painters and be of size and lettering style consistent with use. Colors shall be as required by authorities having jurisdiction and, if not otherwise required, of colors consistent with Project graphics.
1. Sign Face Finish: Sign face finish shall be gloss enamel.
 2. Structure Finish: Sign structure finish shall be paint exposed surfaces of supports and framing members one coat of primer and one coat of exterior paint, flat finish.

PART 3 – EXECUTION

3.1 PROJECT IDENTIFICATION SIGN INSTALLATION

- A. Project Identification Sign Construction: Contractor shall construct sign support structure and install panels in durable manner, to resist high winds.
- B. Project Identification Sign Installation: Contractor shall erect Project Identification Sign on site at a lighted location of high public visibility, adjacent to the main entrance to the site, as approved by District Representative.
1. Contractor shall install sign at height for optimum visibility, on ground-mounted poles or attached to portable structure on skids.
 2. Portable structure shall resist overturning force of wind.
- C. Street Address Signs: Contractor shall locate and install signs at each access point from public streets.
- D. Field Painting: Contractor shall paint all surfaces and edges of sign face and support structure for finished appearance.

3.2 PROJECT INFORMATIONAL SIGN INSTALLATION

- A. Project Informational Signs Construction: Contractor shall construct sign support structure and install panels in durable manner, to resist high winds.
- B. Project Informational Sign Installation:
 - 1. Contractor shall locate signs as necessary for construction activities and as required by authorities having jurisdiction.
 - 2. Contractor shall install informational signs for optimum visibility, on ground-mounted posts or temporarily attached to surfaces of structures.
 - 3. Attachment methods shall leave no permanent disfiguration or discoloration on completed work.
- C. Field Painting: Contractor shall paint all surfaces and edges of sign face and support structure for finished appearance.

3.3 SIGNS MAINTENANCE

- A. Signs Maintenance: Contractor shall maintain signs and supports in a neat, clean condition. Contractor shall repair all damage and weathering to structure, framing and signage.
- B. Sign Relocation: Contractor shall relocate signs as required by progress of the work.

3.4 REMOVAL

- A. Project Identification Sign Removal: Contractor shall remove Project Identification Sign when directed. Contractor shall coordinate removal with requirements specified in Section 01510 – Temporary Utilities, Section 01520 – Construction Facilities, Section 015500 – Vehicular Access and Parking and Section 015600 – Temporary Barriers and Enclosures.
- B. Project Informational Signs Removal: Contractor shall remove all informational signs, framing, supports and foundations prior to Contract Completion review. Contractor shall coordinate removal with requirements specified in Section 015100 – Temporary Utilities, Section 015200 – Construction Facilities, Section 015500 – Vehicular Access and Parking and Section 015600 – Temporary Barriers and Enclosures.

END OF SECTION

SECTION 016100

BASIC PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. General requirements for products used for the Work, including:
 1. General characteristics of products
 2. Product options
 3. System completeness
 4. Transportation and handling requirements
 5. Storage and protection of products
 6. Installation of products.

1.3 RELATED SECTIONS

- A. Section 013300 - Submittals Procedures: Requirements applicable to submittals for "or equal" and substitute products.
- B. Section 014100 - Regulatory Requirements: Codes and standards applicable to product specifications; minimum requirements.
- C. Section 014200 - Reference Standards and Abbreviations: References to various standards, standard specifications, codes, practices and other requirements.
- D. Section 016300 - Product Substitution Requirements: Requirements for product substitutions.
- E. Section 016400 - District-Furnished Products: Requirements for installing products furnished by District.
- F. Section 016500 - Product Delivery Requirements: General requirements for delivery of products to Project site.
- G. Section 016600 - Product Storage and Handling Requirements: General requirements for storage and handling of products.

1.4 GENERAL PRODUCT REQUIREMENTS

- A. Products, General: "Products" include items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock, and include materials, equipment, assemblies, fabrications and systems.
 1. Named Products: Items identified by manufacturer's product name, including make or model designations indicated in the manufacturer's published product data.
 2. Materials: Products that are shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed or installed to form a part of the Work.
 3. Equipment: A product with operating parts that are motorized or manually operated and require connections such as wiring or piping.

- B. Specific Product Requirements: Refer to requirements of Section 014500 - Quality Control and individual product Specifications Sections in Divisions 2 through 17 for specific requirements for products.
- C. Minimum Requirements: Specified requirements for products are minimum requirements. Refer to general requirements for quality of the Work specified in Section 014500 - Quality Control and elsewhere herein.
- D. Product Selection: Provide products that fully comply with the Contract Documents, are undamaged and unused at installation. Comply with additional requirements specified herein in Article titled "PRODUCT OPTIONS".
- E. Standard Products: Where specific products are not specified, provide standard products of types and kinds that are suitable for the intended purposes and that are usually and customarily used on similar projects under similar conditions. Products shall be as selected by Contractor and subject to review and acceptance by the Architect.
- F. Product Completeness: Provide products complete with all accessories, trim, finish, safety guards and other devices and details needed for a complete installation and for the intended use and effect. Comply with additional requirements specified herein in Article titled "SYSTEM COMPLETENESS".
- G. Code Compliance: All products, other than commodity products prescribed by Code, shall have a current ICBO Evaluation Service (ICBO ES) Research Report or National Evaluation, Inc. Report (NER). Refer to additional requirements specified in Section 014100 - Regulatory Requirements.
- H. Interchangeability: To the fullest extent possible, provide products of the same kind from a single source. Products required to be supplied in quantity shall be the same product and interchangeable throughout the Work. When options are specified for the selection of any of two or more products, the product selected shall be compatible with products previously selected.
- I. Product Nameplates and Instructions:
 - 1. Except for required Code-compliance labels and operating and safety instructions, locate nameplates on inconspicuous, accessible surfaces. Do not attach manufacturer's identifying nameplates or trademarks on surfaces exposed to view in occupied spaces or to the exterior.
 - 2. Provide a permanent nameplate on each item of service-connected or power-operated equipment. Nameplates shall contain identifying information and essential operating data such as the following example:
 - Name of manufacturer
 - Name of product
 - Model and serial number
 - Capacity
 - Operating and Power Characteristics
 - Labels of Tested Compliance with Codes and Standards
 - 3. For each item of service-connected or power-operated equipment, provide operating and safety instructions, permanently affixed and of durable construction, with legible machine lettering. Comply with all applicable requirements of authorities having jurisdiction and listing agencies.
- J. Mechanical Product Requirements: Comply with requirements specified in Division 15 - Mechanical.
- K. Electrical Product Requirements: Comply with requirements specified in Division 16 - Electrical.

1.5 PRODUCT OPTIONS

- A. Product Options: Refer to Contract General Conditions, Article 5.04. Provisions of Public Contract Code Section 03400 shall apply, as supplemented by the following general requirements.

- B. Products Specified by Description: Where Specifications describe a product, listing characteristics required, with or without use of a brand name, provide a product that has the specified attributes and otherwise complies with specified requirements.
- C. Products Specified by Performance Requirements: Where Specifications require compliance with performance requirements, provide product(s) that comply and are recommended by the manufacturer for the intended application. Verification of manufacturer's recommendations may be by product literature or by certification of performance from manufacturer.
- D. Products Specified by Reference to Standards: Where Specifications require compliance with a standard, provided product shall fully comply with the standard specified. Refer to general requirements specified in Section 014200 - Reference Standards and Abbreviations regarding compliance with referenced standards, standard specifications, codes, practices and requirements for products.
- E. Products Specified by Identification of Manufacturer and Product Name or Number:
 - 1. Sole, source, no other product shall be accepted: Provide the specified product(s) of the specified manufacturer.
 - 2. "Acceptable Manufacturers": Product(s) of the named manufacturers, if equivalent to the specified product(s) of the specified manufacturer, will be acceptable in accordance with the requirements specified herein in the Article titled "'OR EQUAL' PRODUCTS."
 - 3. Unnamed manufacturers: Products of unnamed manufacturers will be acceptable only as follows:
 - a. Unless specifically stated that equals will not be accepted or considered, the phrase "or equal" shall be assumed to be included in the description of specified product(s). Equivalent products of unnamed manufacturers will be accepted in accordance with the "or equal" provision specified herein, below.
 - b. If provided, products of unnamed manufacturers shall be subject to the requirements specified herein in the Article titled "'OR EQUAL' PRODUCTS."
 - 4. Quality basis: Specified product(s) of the specified manufacturer shall serve as the basis by which products by named acceptable manufacturers and products of unnamed manufacturers will be evaluated. Where characteristics of the specified product are described, where performance characteristics are identified or where reference is made to industry standards, such characteristics are specified to facilitate evaluation of products by identifying the most significant attributes of the specified product(s).
- F. Products Specified by Combination of Methods: Where products are specified by a combination of attributes, including manufacturer's name, product brand name, product catalog or identification number, industry reference standard, or description of product characteristics, provide products conforming to all specified attributes.
- G. "Or Equal" Provision: Where the phrase "or equal" or the phrase "or approved equal" is included, product(s) of unnamed manufacturer(s) may be provided as specified above in subparagraph titled "Unnamed manufacturers."
 - 1. The requirements specified herein in the Article titled "'OR EQUAL' PRODUCTS" shall apply to products provided under the "or equal" provision.
 - 2. Use of product(s) under the "or equal" provision shall not result in any delay in completion of the Work, including completion of portions of the Work for use by District or for work under separate contract by District.
 - 3. Use of product(s) under the "or equal" provision shall not result in any costs to District, including design fees and permit and plan check fees.

aesthetic qualities.

5. The determination of equivalence will be made by the Architect, and such determination shall be final.
- H. Visual Matching: Where Specifications require matching a sample, the decision by the Architect on whether a proposed product matches shall be final. Where no product visually matches, but the product complies with other requirements, comply with provisions for substitutions for selection of a matching product in another category.
- I. Selection of Products: Where requirements include the phrase "as selected from manufacturer's standard colors, patterns and textures", or a similar phrase, selections of products will be made by indicated party or, if not indicated, by the Architect. The Architect will select color, pattern and texture from the product line of submitted manufacturer, if all other specified provisions are met. All final colors and selections will be approved by the District Representative.

1.6 "OR EQUAL" PRODUCTS

- A. "Or Equal" Products: Products are specified typically by indicating a specified manufacturer and specific products of that manufacturer, with acceptable manufacturers identified with reference to this "or equal" provision. If Contractor proposes to provide products other than the specified products of the specified manufacturer, provisions of any relevant Supplementary General Conditions, Contract General Conditions Article 5.04, and Public Contract Code section 3400 shall apply. Contractor shall submit if and when directed by District, complete product data, including drawings and descriptions of products, fabrication details and installation procedures. Include samples where applicable or requested.
 1. Submit a minimum of four copies. Form and other administrative requirements shall be as directed by the Architect.
 2. Include appropriate product data for the specified product(s) of the specified manufacturer, suitable for use in comparison of characteristics of products.
 - a. Include a written, point-by-point comparison of characteristics of the proposed equal product with those of the specified product.
 - b. If the proposed equal is accepted, Contractor shall include a detailed description in written or graphic form as appropriate, indicating all necessary changes or modifications to other elements of the Work and to construction to be performed by the District and others under separate contract with District.
 3. "Or Equal" product submissions shall include a statement indicating the equal's effect on the Construction Schedule. Contractor shall indicate the effect of the proposed products on overall Contract Time and, as applicable, on completion of portions of the Work for use by District or for work under separate contract by District.
 4. "Or Equal" product submissions shall include signed certification that the Contractor has reviewed the proposed products and has determined that the products are equivalent or superior in every respect to product requirements indicated or specified in the Contract Documents, and that the proposed products are suited for and can perform the purpose or application of the specified product indicated or specified in the Contract Documents.
 5. "Or Equal" product submissions shall include a signed waiver by the Contractor for change in the Contract Time or Contract Sum because of the following:
 - a. "Or equal" product failed to perform adequately.
 - b. "Or equal" product required changes in on other elements of the Work.
 - c. "Or equal" product caused problems in interfacing with other elements of the Work.

6. If, in the opinion of the Architect, the "or equal" product request is incomplete or has insufficient data to enable a full and thorough review of the proposed products, the proposed products may be summarily

refused and determined to be unacceptable.

- B. Product Substitutions: For products not governed by the "or equal" provision, comply with substitution provisions of the Contract General Conditions (Article 5.04-d, Substitutions) and requirements specified in Section 01630 - Product Substitution Procedures.

1.7 SYSTEM COMPLETENESS

- A. System Completeness
 - 1. The Contract Drawings and Specifications are not intended to be comprehensive directions on how to produce the Work. Rather, the Drawings and Specifications are instruments of service prepared to describe the design intent for the completed Work.
 - 2. It is intended that all equipment, systems and assemblies be complete and fully functional even though not fully described. Provide all products and operations necessary to achieve the design intent described in the Contract Documents.
 - 3. Refer to related general requirements specified in Section 014100 - Regulatory Requirements regarding compliance with minimum requirements of applicable codes, ordinances and standards.
- B. Omissions and Misdescriptions: Contractor shall report to Architect immediately when elements essential to proper execution of the Work are discovered to be missing or misdescribed in the Drawings and Specifications or if the design intent is unclear.
 - 1. Should an essential element be discovered as missing or misdescribed prior to receipt of Bids, an Addendum will be issued so that all costs may be accounted for in the Contract Sum.
 - 2. Should an obvious omission or misdescription of a necessary element be discovered and reported after execution of the Agreement, Contractor shall provide the element as though fully and correctly described, and a no-cost Change Order shall be executed.
 - 3. Refer to related general requirements specified in Section 013100 - Coordination regarding construction interfacing and coordination.

1.8 TRANSPORTATION, DELIVERY AND HANDLING

- A. Transportation, Delivery and Handling, General: Contractor shall comply with manufacturer's instructions and recommendations for transportation, delivery and handling, in addition to the following.
- B. Transportation: Contractor shall transport products by methods to avoid product damage.
- C. Delivery:
 - 1. Contractor shall schedule delivery to minimize long-term storage and prevent overcrowding construction spaces. Contractor shall coordinate with installation to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
 - 2. Contractor shall deliver products in undamaged condition in manufacturer's original sealed container or packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
- D. Handling:
 - 1. Contractor shall provide equipment and personnel to handle products by methods to prevent soiling, marring or other damage.
 - 2. Contractor shall promptly inspect products on delivery to ensure that products comply with Contract Documents, quantities are correct, and to ensure that products are undamaged and properly protected.

1.9 STORAGE AND PROTECTION

- A. Storage and Protection, General: Contractor shall store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.

- conditions.
- 2. Contractor shall remove and replace products damaged by improper storage or protection with new products at no change in Contract Sum or Contract Time.
- 3. Contractor shall store sensitive products in weather tight enclosures.
- B. Inspection Provisions: Contractor shall arrange storage to provide access for inspection and measurement of quantity or counting of units.
- C. Structural Considerations: Contractor shall store heavy materials away from the structure in a manner that will not endanger supporting construction.
- D. Weather-Resistant Storage:
 - 1. Contractor shall store moisture-sensitive products above ground, under cover in a weather tight enclosure or covered with an impervious sheet covering. Contractor shall provide adequate ventilation to avoid condensation.
 - 2. Contractor shall maintain storage within temperature and humidity ranges required by manufacturer's instructions.
 - 3. For exterior storage of fabricated products, Contractor shall place products on raised blocks, pallets or other supports, above ground and in a manner to not create ponding or misdirection of runoff. Contractor shall place on sloped supports above ground.
 - 4. Contractor shall store loose granular materials on solid surfaces in a well-drained area. Contractor shall prevent mixing with foreign matter.
- E. Protection of Completed Work:
 - 1. Contractor shall provide barriers, substantial coverings and notices to protect installed Work from traffic and subsequent construction operations.
 - 2. Contractor shall remove protective measures when no longer required and prior to Contract Completion review of the Work.
 - 3. Contractor shall comply with additional requirements specified in Section 01560 - Temporary Barriers and Enclosures.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

- A. Installation of Products:
 - 1. Contractor shall comply with manufacturer's instructions and recommendations for installation of products, except where more stringent requirements are specified and necessary due to Project conditions or are required by authorities having jurisdiction.
 - 2. Contractor shall anchor each product securely in place, accurately located and aligned with other Work.
 - 3. Contractor shall clean exposed surfaces and provide protection to ensure freedom from damage and deterioration at time of Contract Completion review. Contractor shall refer to additional requirements specified in Section 01740 - Cleaning Requirements and Section 015600 - Temporary Barriers and Enclosures.

END OF SECTION

SECTION 016300

PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. General requirements applicable to substitutions of materials, products, equipment and systems.

1.3 SUBSTITUTION OF MATERIALS AND EQUIPMENT

- A. Substitutions, General: Catalog numbers and specific brands or trade names are used in materials, products, equipment and systems required by the Specifications to establish the standards of quality, utility and appearance required. Alternative products which are of equal quality and of required characteristics for the purpose intended may be proposed for use provided the Contractor complies with provisions of Contract General Conditions, Article 5.04., subject to the following provisions.

1. See Section 016100 - Basic Product Requirements for requirements regarding product options.
2. Substitutions will only be authorized by properly executed Change Order or Field Instruction.
3. **Note: the District have no obligation to entertain substitutions.**

- B. Substitution Provisions:

1. Documentation: Substitutions will not be considered if they are indicated or implied on Requests for Information or shop drawing, product data or sample submittals. All requests for substitution shall be by separate written request from Contractor, numbered and identified separately from standard Submittals. See paragraph below for documentation required in the submission of request for substitution.
2. Cost and Time Considerations: Substitutions will not be considered unless a net reduction in Contract Sum or Contract Time results to District's benefit, including redesign costs, life cycle costs, plan check and permit fees, changes in related Work and overall performance of building systems.
3. Design Revision: Substitutions will not be considered if acceptance will require substantial revision of the Contract Documents or will substantially change the intent of the design. The intent of the design shall include functional performance and aesthetic qualities.
4. Data: It shall be the responsibility of the Contractor to provide adequate data demonstrating the merits of the proposed substitution, including cost data and information regarding changes in related Work.
5. Determination by Architect: Architect and District Representative will determine the acceptability of proposed substitutions, and District Representative will notify Contractor in writing of acceptance or rejection. The determination by the Architect regarding functional performance and aesthetic quality shall be final.
6. Non-Acceptance: If a proposed substitution is not accepted, Contractor shall immediately provide the specified product.

7. Substitution Limitation: Only one request for substitution will be considered for each product.
- C. Request for Substitution Procedures: Comply with provisions of Contract General Conditions, Article 5.04 and the following.
1. Contractor shall prepare a request for substitution and submit the request to District Representative for review and recommendation for acceptance. Acceptance and approval of substitutions shall be by District Representative.
 - a. Submit a minimum of four copies.
 - b. Present the request for substitution using form provided by District Representative.
 - c. Comply with other administrative requirements shall be as directed by District Representative.
 2. Substitution requests shall include complete product data, including drawings and descriptions of products, fabrication details and installation procedures. Include samples where applicable or requested.
 3. Substitution requests shall include appropriate product data for the specified product(s) of the specified manufacturer, suitable for use in comparison of characteristics of products.
 - a. Include a written, point-by-point comparison of characteristics of the proposed substitute product with those of the specified product.
 - b. Include a detailed description, in written or graphic form as appropriate, indicating all changes or modifications needed to other elements of the Work and to construction to be performed by the District and by others under separate contracts with District that will be necessary if the proposed substitution is accepted.
 4. Substitution requests shall include a statement indicating the substitution's effect on the Construction Schedule. Indicate the effect of the proposed substitution on overall Contract Time and, as applicable, on completion of portions of the Work for use by District or for work under separate contracts by District.
 5. Except as otherwise specified, substitution requests shall include detailed cost data, including a proposal for the net change, if any, in the Contract Sum.
 6. Substitution requests shall include signed certification that the Contractor has reviewed the proposed substitution and has determined that the substitution, in combination with the cost or time savings, represents an equivalent or superior condition in every respect to product requirements and value indicated or specified in the Contract Documents, and that the substitution is suited for and can perform the purpose or application of the specified product indicated or specified in the Contract Documents.
 7. Substitution requests shall include a signed waiver by the Contractor for change in the Contract Time or Contract Sum because of the following:
 - a. Substitution failed to perform adequately.
 - b. Substitution required changes in on other elements of the Work.
 - c. Substitution caused problems in interfacing with other elements of the Work.
 - d. Substitution was determined to be unacceptable by authorities having jurisdiction.
 8. If, in the opinion of the District Representative, the substitution request is incomplete or has insufficient data to enable a full and thorough review of the intended substitution, the substitution may be summarily refused and determined to be unacceptable.
- D. Contract Document Revisions:
1. Should a Contractor-proposed substitution or alternative sequence or method of construction require revision of the Contract Drawings or Specifications, including revisions for the purposes of determining feasibility, scope or cost, or revisions for the purpose of obtaining review and approval by authorities having jurisdiction, Architect or other consultant of District who is the responsible design professional will make

revisions as approved in writing in advance by District Representative.

2. Contractor shall pay for services responsible design professionals and District for researching and reporting on proposed substitutions or alternative sequence and method of construction when such activities are considered additional services to the design services contracts of responsible design professional with District.
3. Contractor shall pay for direct expenses of services by the responsible design professionals and District incurred as part of researching and reporting proposed substitutions or as part of revisions to documentation of the Work. These costs may include travel, reproduction, long distance telephone and shipping costs reimbursable at cost plus usual and customary mark-up for handling and billing.
4. Contractor shall pay such fees whether or not the proposed substitution or alternative sequence or method of construction is ultimately accepted by District and a Change Order is executed.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

Not Applicable to this Section.

END OF SECTION

SECTION 016400

DISTRICT-FURNISHED PRODUCTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Requirements for installing District-furnished products, including providing miscellaneous items and accessories for a complete, functioning installation.

1.3 RELATED SECTIONS

- A. None

1.4 PRODUCT HANDLING

- A. Protection: Contractor shall use means necessary to protect the materials of this Section before, during, and after installation and to protect completed Work, including products installed by others.
- B. Replacements: In the event of damage, Contractor shall immediately repair all damaged and defective Work to satisfaction of District Representative, at no change in Contract Time and Contract Sum.

PART 2 - PRODUCTS

2.1 OWNER-FURNISHED/CONTRACTOR-INSTALLED (OFICI) PRODUCTS

- A. Products Identified with Contractor Responsibility for Installation:
 - 1. Contractor shall verify mounting and utility requirements for accepted products.
 - 2. Contractor shall provide mounting and utility rough-ins for OFCI products.
 - a. Rough-in locations, sizes, capacities and similar type shall be as indicated and required by product manufacturers.
 - b. If the District substitutes items similar to those scheduled there shall be no change in rough-in cost, unless substitution occurs after rough-in has been completed or rough-in involves other mounting requirements, utilities of different capacity than those required by item originally specified.
 - 3. For items Designated to Be Owner- or Vendor-Furnished: District or its vendor will furnish manufacturer's literature or information, shop drawings, or appropriate information for preparing required shop drawings.
- B. Installation Instructions: Approved manufacturer's printed descriptions, specifications and recommendations shall govern the Work, unless specifically indicated otherwise.
- C. Electrical Components: Contractor shall comply with requirements specified in Division 26 - Electrical, Division 27 – Communications, Division 28 – Electronic Safety and Security, including California Electrical Code (CEC).
- D. Plumbing and HVAC Components: Contractor shall comply with requirements specified in Division –21 – Fire

Suppression, Division 22 – Plumbing, Division 23 – Heating, Ventilation and Air Conditioning, including California Plumbing Code (CPC) and California Mechanical Code (CMC).

2.2 OWNER-FURNISHED/CONTRACTOR-INSTALLED PRODUCT REQUIREMENTS

A. Products Furnished by District and Installed by Contractor:

1. Contractor shall coordinate delivery of OFCI products. District will furnish products to coincide with construction schedule.
2. District will:
 - a. Furnish standard integral components of products.
 - b. Deliver products to site.
3. The Contractor shall:
 - a. Receive products at site and give written receipt for product at time of delivery, noting visible defects and omissions; if such declaration is not given, the Contractor shall assume responsibility for such defects and omissions.
 - b. Store products until ready for installation and protect from loss and damage.
 - c. Uncrate, assemble and set products in place.
 - d. Install products in accordance with manufacturer's recommendations, instructions and shop drawings under supervision of manufacturer's representative where specified, supplying labor and material required and making mechanical, plumbing and electrical connections necessary to operate equipment.
 - e. Where so specified, installation shall be only by installer approved by manufacturer. If known, approved installer is identified on the Drawings or in the Specifications.
 - f. Provide and install backing for all products weighing 20 pounds or more.

B. Products Furnished and Installed by District:

1. Contractor prepare; vendor install:
 - a. General: Contractor shall coordinate deliveries of vendor-supplied products. Vendor will furnish products to coincide with the construction schedule.
 - b. Vendor will:
 - 1) Furnish standard integral components of products.
 - 2) Deliver products to site.
 - 3) Make connections to roughed-in utilities.
 - c. Contractor shall:
 - 1) Receive products at site and give written notice of receipt of each product at time of delivery, noting visible defects.
 - 2) Provide rough-in of utility products in accordance with manufacturer's recommendations, instructions and shop drawings under supervision of the manufacturer's representative where specified.
 - 3) Provide and install backing for all products weighing 20 pounds or more.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

A. Inspection:

1. Prior to commencing Work, Contractor shall verify that Work specified in other Sections has been properly completed and installed as specified to allow for installation of all materials and methods required of this Section.

2. Contractor shall verify that new and existing products and conditions are satisfactory for installation or relocation of OFCI products. If unsatisfactory conditions exist, do not commence the installation until such conditions have been corrected.

B. Discrepancies:

1. In the event of discrepancy, Contractor shall immediately notify the District Representative.
2. Contractor shall not proceed with installation in areas of discrepancy until all such discrepancies have been resolved.

3.2 INSTALLATION

- A. Contractor shall relocate and reinstall existing products in accordance with Contract Documents and reviewed shop drawings, original manufacturer's instructions and recommendations if applicable and as directed.
- B. Contractor shall install District-furnished products in accordance with reviewed shop drawings and manufacturer's printed instructions, as applicable.

3.3 ADJUSTING AND CLEANING

- A. Contractor shall adjust products as necessary and as directed by District Representative.
- B. Contractor shall clean all new and relocated OFCI products.
- C. Contractor shall protect OFCI products from damage until Contract Completion.

END OF SECTION

SECTION 016500

PRODUCT DELIVERY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Protect products scheduled for use in the work by means including, but not necessarily limited to, those described in this Section.

1.3 RELATED SECTIONS

- A. Section 016100 - Basic Product Requirements: Qualitative requirements for products.
- B. Section 016600 - Product Storage and Handling Requirements: Requirements for protection of products after delivery.

1.4 QUALITY ASSURANCE

- A. Contractor's Quality Assurance: Contractor shall include within the Contractor's quality assurance program procedures as necessary to ensure protection of products upon delivery. Contractor shall be solely responsible for all products upon delivery to Work site and in off-site storage.
 - 1. Contractor shall schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Contractor shall coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Contractor shall inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- B. Manufacturer's Requirements: Contractor shall determine and comply with manufacturer's instructions and recommendations for product handling.
- C. Packaging: Contractor shall deliver products to Work site in manufacturer's original containers, with labels intact and legible.
 - 1. Products delivered to Work site shall be in undamaged condition, in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 2. Contractor shall maintain packaged materials with seals unbroken and labels intact until time of use.
 - 3. Products will be subject to rejection if they do not bear required identification or are unsuitably packaged.

D. Delivery:

1. Contractor shall address and deliver products to Project site. Do not deliver products to District campus shipping and delivery department. Address deliveries to Contractor and Project name. Do not address products "care of" District.
 2. District will not be responsible for misaddressed and misdelivered products, including claims for damage and delay.
- E. Damaged Products: In event of damage, Contractor shall promptly make replacements and repairs to packaging and contents, as acceptable to District Representative, at no change in Contract Sum and Contract Time.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

Not Applicable to this Section.

END OF SECTION

SECTION 016600

PRODUCT STORAGE AND HANDLING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Storage and protection requirements to ensure that products intended for use in the Work will not be damaged and will not deteriorate from time of delivery to time of incorporation into the Work.

1.3 RELATED SECTIONS

- A. Section 015200 - Construction Facilities: Requirements for storage sheds.
- B. Section 015250 - Construction Staging Areas: Locations for vehicular access and staging of products during Work.
- C. Section 015600 - Temporary Barriers and Enclosures: Requirements for temporary construction barriers, enclosures and passageways, applicable to protection of construction.
- D. Section 016100 - Basic Product Requirements: Qualitative requirements for products.
- E. Section 016500 - Product Delivery Requirements: Requirements for packaging and delivery of products.

1.4 QUALITY ASSURANCE

- A. Contractor's Quality Assurance: Contractor shall include within the Contractor's quality assurance program procedures as necessary to ensure protection of products after delivery to Work site. Contractor shall be solely responsible for all products stored on site and in off-site storage.
 - 1. Contractor shall protect stored products from damage.
 - 2. Contractor shall store products to allow for inspection and measurement of quantity or counting of units.
 - 3. Contractor shall store materials in a manner that will not endanger Project structure.
 - 4. Contractor shall store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.
- B. Manufacturer's Handling Requirements: Contractor shall determine and comply with product manufacturer's written instructions for handling products.
- C. Manufacturer's Storage Requirements: Contractor shall determine and comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
- D. Storage: Contractor shall provide secure locations and enclosures at Project site for storage of materials and equipment. Contractor shall coordinate location with Contractor storage and staging areas. Refer to Section 015200 - Construction Facilities and Section 015250 - Construction Staging Areas.

1. Contractor shall maintain packaged materials with seals unbroken and labels intact until time of use.
 2. Products will be subject to rejection if they do bear required identification or are unsuitably packaged.
- E. Damaged Products: In event of damage, Contractor shall promptly make replacements and repairs to packaging and contents, as acceptable to District Representative, at no change in Contract Sum and Contract Time.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

Not Applicable to this Section.

END OF SECTION

SECTION 017200

PREPARATION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Requirements for preparation prior to installing, applying and placing products to determine acceptable conditions for the Work.
- B. Layout of the Work and other engineering services necessary to accomplish the Work.

1.3 RELATED SECTIONS

- A. Section 013100 - Coordination: Requirements for proper sequencing and interfacing of the Work.
- B. Section 013120 - Project Meetings: General requirements for pre-installation conferences.
- C. Section 013210 - Construction Schedule: Requirements for scheduling and sequencing of the Work.
- D. Section 017320 - Cutting and Patching: Work performed to provide access for performing the Work.
- E. Section 017700 - Contract Closeout Procedures: Project record documents, including layout data.
- F. Section 017810 - Survey and Layout Data: Requirements for survey and layout data submittals.
- G. Division 02 - Selective Building Demolition: Removal of existing construction in preparation of performance of specified Work.
- H. Division 02 - Building Demolition: Removal of existing construction in preparation of performance of specified Work.
- I. Individual Division 2 through 33 Product Specification Sections: Specific requirements for preparation prior to performance of the Work.

1.4 LAYOUT OF WORK

- A. Surveyor: Contractor shall select and pay for services of a land surveyor, registered in the State of California, for proper performance of the Work.
 - 1. Services of surveyor shall be suitable for layout and verification of location of buildings and site elements.
 - 2. For the Project record, Contractor shall submit the name, address and telephone number of land surveyor before starting survey Work.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

3.1 PREPARATION

- A. **Manufacturer's Requirements:** Contractor shall determine product manufacturer's requirements and recommendations prior to commencing Work.
- B. **Preparations:** Contractor shall perform preparation actions according to manufacturer's instructions and recommendations and according to specified procedures.
 - 1. Contractor shall perform surface preparation as necessary to create suitable substrates for application, installation and placement of products.
 - 2. Contractor shall notify District Representative in writing of unsuitable conditions preventing proper performance of the Work.
- C. **Existing Utility Information:** Contractor shall furnish information to serving utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Contractor shall coordinate with District Representative and with authorities having jurisdiction.
- D. **Existing Utility Interruptions:** Contractor shall not interrupt utilities serving facilities occupied by District or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Contractor shall notify District Representative not less than two week or 14 calendar days in advance of proposed utility interruptions.
 - 2. Contractor shall not proceed with utility interruptions without written permission from District Representative.
- E. **Field Measurements:** Contractor shall take field measurements as required to fit the Work properly. Contractor shall recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, Contractor shall verify dimensions of other construction by field measurements before fabrication. Contractor shall coordinate fabrication schedule with construction progress to avoid delaying the Work.
- F. **Space Requirements:** Contractor shall verify space requirements and dimensions of items shown on Drawings.
- G. **Review of Contract Documents and Field Conditions:** Immediately upon discovery of the need for clarification of the Contract Documents, Contractor shall submit a Request for Interpretation (RFI) to Architect. Contractor shall include a detailed description of problem encountered, together with recommendations for changing the Contract Documents. Contractor shall submit requests in accordance with requirements specified in Section 013400 - Requests for Interpretation (RFI), using form as directed by District Representative.
- H. **Verification of Construction Layout:** Before proceeding to lay out the Work, Contractor shall verify layout information shown on Drawings, in relation to the property survey and existing benchmarks, and locate survey reference points. If discrepancies are discovered, Contractor shall promptly notify District Representative, Architect and Project Inspector.

3.2 FIELD ENGINEERING

- A. **Examination:** Contractor shall verify locations of survey control and reference points prior to starting Work. If discrepancies are discovered, Contractor shall promptly notify District Representative, Architect and Project Inspector.
- B. **Survey Control and Reference Points:** Contractor shall locate and protect survey control and reference points. Control datum for survey shall be as indicated on Civil Drawings. Notwithstanding the data on Civil Drawings, Contractor shall use NAD 83 State Plane Coordinate System for survey control and reference points.

1. Business and Professions Code section 8771 provides for the preservation of Survey Monuments in construction projects. This legislation mandates that, prior to construction, monuments shall be referenced in the field and "Corner Records" shall be prepared for filing in the Office of the County Surveyor. Contractor shall ensure that these shall be performed prior to Contract Completion of the Work.
2. Contractor shall comply with requirements of authorities having jurisdiction for survey monumentation preservation on capital improvement projects where monumentation points are present.
3. Contractor shall be responsible for preparing and submitting proper documentation to the Office of the County Surveyor in compliance with Business and Professions Code section 8771.
4. Contract Completion and release of retainage shall be contingent upon obtaining documentation from Contractor's project surveyor or engineer that monuments have been set or restored and that Corner Records have been filed with and to the satisfaction of the County Surveyor.
5. All costs and actions necessary for compliance with-Business and Professions Code section 8771 shall be included in the Contract Sum and Contract Time.

3.3 SURVEYING AND FIELD ENGINEERING SERVICES

- A. Surveying and Field Engineering Services: Contractor shall provide surveying and field engineering services as necessary for performance of the Work. Refer to Section 017810 - Survey and Layout Data.
 1. Contractor shall be responsible for the accuracy and adequacy of surveying and field engineering services.
 2. Contractor shall utilize recognized engineering practices.
 3. Contractor shall check the location, level and plumb, of every major element as the Work progresses.
 4. Contractor shall preserve construction survey stakes and marks for the duration of their usefulness.
 5. If construction survey stakes are lost or disturbed, and require replacement, Contractor shall perform replacement at no change in Contract Sum and Contract Time.
 6. Contractor shall excavate all holes necessary for line and grade stakes.
- B. Surveying for Layout and Control of the Work: Contractor shall establish elevations, lines and levels for all Work under the Contract. Contractor shall locate and lay out by instrumentation and similar appropriate means:
 1. Site improvements, including pavements, curbs, headers, sewers, storm drains, structures, and paving. Note on Project Record Drawings utility locations, slopes and invert elevations.
 2. Stakes for cutting, filling, grading and topsoil placement, to establish finished grade or flow line indicated on Contract Drawings.
 - a. Contractor shall preserve construction survey stakes and marks for the duration of their usefulness.
 - b. If construction survey stakes are lost or disturbed, and require replacement, Contractor shall perform replacement at no change in Contract Sum and Contract Time.
 - c. Contractor shall excavate all holes necessary for line and grade stakes.
 3. Grid or axis for structures, building foundation, column locations and ground floor elevations.
 4. Contractor shall establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 5. Contractor shall establish dimensions within tolerances indicated. Contractor shall not scale Drawings to

obtain required dimensions.

6. Contractor shall inform installers of lines and levels to which they must comply.
 7. When deviations from required lines and levels exceed allowable tolerances, Contractor shall notify District Representative, Architect and Project Inspector.
 8. Contractor shall close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Monuments: Contractor shall establish a minimum of two permanent monuments on site, referenced to established control points. Contractor shall record locations, with horizontal and vertical data, on Project Record Drawings.
1. In accordance with Business and Professions Code section 8772, any monument set by a licensed land surveyor or registered civil engineer to mark or reference a point on a property or land line shall be permanently and visibly marked or tagged with the certificate number of the surveyor or civil engineer setting it, each number preceded by the letters "L.S." or "R.C.E." respectively, as the case may be, or, if the monument is set by a public agency, it shall be marked with the name of the agency and the political subdivision it serves.
 2. Nothing in this Section shall prevent the inclusion of other information on the tag which will assist in the tracing or location of survey records which relate to the tagged monument.
 3. Contractor shall ensure that centerline ties filed with the County Surveyor will be checked for compliance with this law.
- D. Site Grading Verification: Upon completion of grading, Contractor shall survey graded areas and establish that elevations are correct and within acceptable tolerances for paving and finish grading.
- E. Verification of Work: Contractor shall periodically verify layout and completed conditions of the Work by same means.

END OF SECTION

SECTION 017300

EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. General requirements for installing, applying and placing products.
- B. General requirements for correction of defective Work.

1.3 RELATED SECTIONS

- A. Section 013100 – Coordination: Coordination requirements for determining proper sequencing and installation of Work between trades, planned or actual structural, architectural and existing conditions prior to performance of the Work.
- B. Section 013120 - Project Meetings: Pre-installation and coordination conferences where procedures for installing, applying and placing products are reviewed prior to performance of the Work.
- C. Individual Division 2 through 17 Product Specification Sections: Specific requirements for installing, applying and placing products.

1.4 EXECUTION

- A. Manufacturer's Requirements: Contractor shall determine product manufacturer's requirements and recommendations prior to commencing Work.
- B. Execution: Contractor shall perform installation, application and placement actions according to manufacturer's instructions and recommendations and according to specified procedures.
 - 1. Contractor shall perform surface preparation as necessary to create suitable substrates for application, installation and placement of products.
 - 2. Contractor shall notify District Representative in writing of unsuitable conditions preventing proper performance of the Work.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

3.1 INSTALLATION, APPLICATION AND PLACEMENT OF PRODUCTS

- A. Manufacturer's Instructions: Contractor shall comply with manufacturer's written instructions and recommendations for installing, applying, placing and finishing products.
- B. Installation, Application and Placement, General: Contractor shall locate the Work and components of the Work accurately, in correct alignment, orientation and elevation, as indicated.
 - 1. Contractor shall make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, Contractor shall install components to maximize space available for maintenance and ease of removal for replacement.

3. Contractor shall conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
 4. Contractor shall maintain minimum headroom clearance of 8 feet (2.4 m) in spaces without a suspended ceiling, unless otherwise directed.
 5. Contractor shall install products at the time and under conditions that will ensure the best possible results. Contractor shall maintain conditions required for product performance until acceptance of the Work.
 6. Contractor shall conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- C. Tools and Equipment: Contractor shall not use tools or equipment that produce harmful noise levels.
- D. Anchors and Fasteners: Contractor shall provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.
1. Mounting Heights: Where mounting heights are not indicated, Contractor shall mount components at heights directed by Architect.
 2. Contractor shall allow for building movement, including thermal expansion and contraction.
- E. Joints: Contractor shall make joints of uniform width. Where joint locations in exposed work are not indicated, Contractor shall arrange joints for the best visual effect. Contractor shall fit exposed connections together to form hairline joints.
- F. Hazardous Materials: Contractor shall use products, cleaners, and installation materials that are not considered hazardous.
- G. Cleaning: Contractor shall comply with requirements specified in Section 017400 - Cleaning Requirements. See individual product Specifications Sections for specific cleaning procedures to be performed.
- H. Protection: Contractor shall provide barriers, covers and other protective devices as recommended by manufacturer and complying with general requirements specified in Section 015600 - Temporary Barriers and Enclosures.
1. Contractor shall comply with manufacturer's written instructions for temperature and relative humidity.
 2. See individual product Specifications Sections for specific protective measures to be provided.
- I. Limiting Exposures: Contractor shall supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.2 DISTRICT-INSTALLED PRODUCTS

- A. Site Access: Contractor shall provide access to Project site for District's construction forces and those performing work for District under separate contracts. Contractor shall coordinate with requirements specified in Section 015500 - Vehicular Access and Parking.
- B. Coordination: Contractor shall coordinate construction and operations of the Work with work performed by District by separate contract or with District's construction forces.
1. Construction schedule: Contractor shall inform District Representative of Contractor's preferred construction schedule for District-installed work. Contractor shall adjust construction schedule based on a mutually agreeable timetable. Contractor shall notify District Representative if changes to schedule are required due to differences in actual construction progress.
 2. Pre-installation and coordination conferences: Contractor shall include District's construction forces at pre-installation and coordination conferences covering portions of the Work that are to receive District-installed work. If portions of the Work depend on District-installed products, Contractor shall attend pre-installation conferences conducted by District's construction forces.

3.3 CORRECTION OF THE WORK

- A. Correction of the Work, General: Contractor shall repair or remove and replace defective construction. Contractor shall restore damaged substrates and finishes to match original and new surrounding construction.
1. Contractor shall comply with requirements in Section 017320 - Cutting and Patching Procedures.
 2. Repairing shall include replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.
 3. Contractor shall remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
 4. Contractor shall repair components that do not operate properly. Remove and replace operating components that cannot be repaired.
 5. Contractor shall remove and replace chipped, scratched, and broken glass.
- B. Restoration of Existing Conditions: Contractor shall restore permanent facilities used during construction to their original condition or to match new construction.

END OF SECTION

SECTION 017400

CLEANING REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Cleaning during construction.
- B. Cleaning for Contract Completion review and final acceptance of the Work.

1.3 RELATED SECTIONS

- A. N/A
- B. Additional Requirements: Cleaning for specific products or elements of Work are described in individual product Specification Sections in Divisions 02 through 33. Contractor shall comply also with District's Contractor Safety Handbook.

1.4 SUBMITTALS

- A. Product List: Contractor shall submit complete list of all cleaning agents and materials for District Representative's review and approval.
- B. Cleaning Procedures: Contractor shall submit description of cleaning processes, agents and materials to be used for final cleaning of the Work. Processes and degree of cleanliness shall be as directed by District Representative. All cleaning processes, agents and materials shall be subject to District Representative's review and approval.

1.5 QUALITY ASSURANCE

- A. Cleaning and Disposal Requirements, General: Contractor shall conduct cleaning and disposal operations in compliance with all applicable codes, ordinances and regulations, including environmental protection laws, rules and practices.
- B. Cleaning Workers: Contractor shall employ experienced workers or professional cleaners for final cleaning. Contractor shall clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Contractor shall comply with manufacturer's instructions.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents and Materials: Contractor shall use only those cleaning agents and materials which will not create hazards to health or property and which will not damage or degrade surfaces. Contractor shall:
 1. Use only those cleaning agents, materials and methods recommended by manufacturer of the material to be cleaned.
 2. Use cleaning materials only on surfaces recommended by cleaning agent manufacturer.

PART 3 - EXECUTION

3.1 CLEANING DURING CONSTRUCTION

- A. Garbage Control: Contractor shall control accumulation of debris, waste materials and rubbish. Periodically, Contractor shall dispose of debris, waste and rubbish off-site in a legal manner.
- B. Cleaning, General: Contractor shall clean sidewalks, driveways and streets frequently to maintain public thoroughfares free of dust, debris and other contaminants.
- C. Cleaning of Existing Facilities: Contractor shall clean surfaces in existing buildings where alteration and renovation Work is being performed or where other construction activities have caused soiling and accumulation of dust and debris. Contractor shall:
 - 1. Clean dust and soiling from floor surfaces.
 - 2. Clean dust from horizontal and vertical surfaces, including lighting fixtures.
 - 3. Clean HVAC filters.
- D. Parking Area Cleaning: Contractor shall keep parking areas clear of construction debris, especially debris hazardous to vehicle tires.
- E. Thoroughfare Clearing and Cleaning: Contractor shall keep site accessways, parking areas and building access and exit facilities clear of mud, soiling and debris. Contractor shall:
 - 1. Remove mud, soil and debris and dispose in a manner which will not be injurious to persons, property, plant materials and site.
 - 2. Comply with runoff control requirements stated above and as required by governing authorities having jurisdiction.
- F. Cleaning Frequency: At a minimum, Contractor shall clean Work areas daily.
- G. Failure to Clean: Should cleaning by Contractor not be sufficient or acceptable to District Representative, especially regarding paths of travel, District may engage cleaning service to perform cleaning and deduct costs for such cleaning from sums owed to Contractor.

3.2 CONTRACT COMPLETION REVIEW CLEANING, GENERAL

- A. Contract Completion Review Cleaning, General: Contractor shall execute a thorough cleaning prior to Contract Completion review by District Representative and Architect. Contractor shall complete final cleaning before submitting final Application for Payment. Contractor shall:
 - 1. Conduct cleaning in compliance with regulations of authorities having jurisdiction and industrial safety standards for cleaning.
 - 2. Employ professional building cleaners to thoroughly clean building.
 - 3. Complete cleaning operations specified below before requesting inspection for Certification of Completion. Contractor shall:
 - a. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 - b. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - c. Clean the site, including landscape development areas, of rubbish, litter and foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits.
- B. Waste Disposal, Contractor shall:
 - 1. Remove waste materials from the site and conduct disposal in a lawful manner.
 - 2. Do not burn waste materials.
 - 3. Do not bury debris or excess materials on the District property.
 - 4. Do not discharge volatile, harmful or hazardous materials into drainage systems.
 - 5. Where extra materials of value remaining after completion of associated work have become the District's property, arrange for disposition of these materials as directed.

3.3 INTERIOR CLEANING

- A. Interior Cleaning, Contractor shall:
 - 1. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program.
 - 2. Remove labels that are not permanent labels.
 - 3. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from all visible interior and exterior surfaces.
 - 4. Remove dust from all horizontal surfaces not exposed to view, including light fixtures, ledges and plumbing fixtures.
 - 5. Clean all horizontal surfaces to dust-free condition, including tops of door and window frames, tops of doors and interiors of cabinets and casework.
 - 6. Remove waste and surplus materials, rubbish and temporary construction facilities, utilities and controls.
- B. Accessories and Fixtures Cleaning: Contractor shall clean building accessories, including toilet partitions, fire extinguisher cabinets, lockers and toilet accessories, all plumbing fixtures and all lighting fixture lenses and trim.
- C. Glass and Mirror Cleaning: Contractor shall clean and polish all glass and mirrors as specified in Section 088100 - Glass and Glazing. Contractor shall remove glazing compound and other substances that are noticeable vision-obscuring materials. Contractor shall replace chipped or broken glass and other damaged transparent materials.
- D. Metalwork: Contractor shall clean and buff all metalwork, to be free of soiling and fingerprints. Mirror finished metalwork shall be buffed to high luster.
- E. Floor Cleaning: Contractor shall clean floors to dust-free condition, free of stains, films and similar foreign substances.
 - 1. Exposed concrete floors: Contractor shall thoroughly sweep and wet mop floors in enclosed spaces. Contractor shall mop concrete floors and, at concrete floors in occupied spaces, apply floor finish as specified for resilient flooring. At unoccupied spaces, Contractor shall leave concrete floors broom clean.
 - 2. Ceramic tile flooring: Contractor shall thoroughly sweep and mop tile flooring. Contractor shall comply with specific requirements in tile and installation materials manufacturers for cleaning materials.
 - 3. Resilient flooring: Contractor shall thoroughly sweep all resilient flooring. Contractor shall damp wash and wax (as appropriate) all resilient flooring. Contractor shall comply with specific requirements in applicable resilient flooring Sections, and notes of the Drawings.
 - 4. Carpet cleaning: Contractor shall comply with accepted industry practices for cleaning commercial carpet, subject to review and acceptance by District Representative. Contractor shall vacuum, spot clean and generally clean carpet using commercial carpet cleaning solution, scrubbers and solution extraction-type vacuuming equipment.
- F. Ventilation System Cleaning: Contractor shall replace filters and clean heating and ventilating equipment used for temporary heating, cooling and ventilation.

3.4 EXTERIOR CLEANING

- A. Building Exterior Cleaning: Contractor shall clean exterior of adjacent facilities where construction activities have caused soiling and accumulation of dust and debris. Contractor shall:
 - 1. Remove labels that are not permanent labels.
 - 2. Wash down exterior surfaces to remove dust.
 - 3. Clean exterior surfaces of mud and other soiling.
 - 4. Clean exterior side of windows, storefronts and curtainwalls, including window framing.

- B. Glass and Mirror Cleaning: Contractor shall clean and polish all glass and mirrors as specified in Section 088100 - Glass and Glazing. Contractor shall remove glazing compound and other substances that are noticeable vision-obscuring materials. Contractor shall replace chipped or broken glass and other damaged transparent materials.
- C. Site Cleaning: Contractor shall broom clean exterior paved surfaces. Contractor shall rake clean other surfaces of the grounds. Contractor shall:
 - 1. Wash down and scrub where necessary all paving soiled as a result of construction activities. Thoroughly remove mortar droppings, paint splatters, stains and adhered soil.
 - 2. Remove from the site all construction waste, unused materials, excess soil and other debris resulting from the Work. Legally dispose of waste.

3.5 PEST CONTROL

- A. Pest Control: Contractor shall engage an experienced, licensed exterminator to inspect and rid the project area of insects, rodents and other pests.
 - 1. Exterminator shall prepare and submit report of inspection and extermination.
 - 2. Extermination materials shall comply with applicable pest control regulations and not leave toxic residue harmful to humans.

3.6 CLEANING INSPECTION

- A. Cleaning Inspection: Prior to Final Payment or acceptance by District for partial occupancy or beneficial use of the premises, Contractor and District Representative shall jointly conduct an inspection of interior and exterior surfaces to verify that entire Work is acceptably clean.
- B. Inadequate Cleaning: Should final cleaning be inadequate, as determined by District Representative, and Contractor fails to correct conditions, District may engage cleaning service under separate contract and deduct cost from Contract Sum.

END OF SECTION

SECTION 017500**STARTING AND ADJUSTING PROCEDURES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Starting systems.
- B. Demonstration and instructions.
- C. Testing, adjusting, and balancing.

1.3 RELATED SECTIONS

- A. Section 014500 - Quality Control: Manufacturers field reports.
- B. Section 017830 - Operation and Maintenance Data: System operation and maintenance data and extra materials.
- C. Section 01 91 00 – General Commissioning Requirements
- D. Division 23 - Testing, Adjusting, and Balancing For HVAC
- E. Division 22, 23 and 26 – Commissioning sections

1.4 STARTING SYSTEMS

- A. Contractor shall coordinate schedule for start-up of various equipment and systems.
- B. Contractor shall notify District Representative, Architect, Commissioning Agent and Project Inspector in writing at least seven calendar days prior to start-up of each item.
- C. Contractor shall verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Contractor shall verify tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
- E. Contractor shall verify that wiring and support components for equipment are complete and tested.
- F. Contractor shall execute start-up under supervision of applicable manufacturer's representative and/or Contractor's personnel in accordance with manufacturer's instructions.
- G. When specified in individual specification Sections, Contractor shall require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Contractor shall submit a written report in accordance with Section 013300 - Submittals Procedures that equipment or system has been properly installed and is functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

- A. Contractor shall demonstrate operation and maintenance of Products to District's personnel at least two weeks prior to date of Contract Completion review.
- B. Contractor shall demonstrate Project equipment and instruct in a classroom environment located at the District. The instruction shall be done by a qualified manufacturers' representative who is knowledgeable about the Project.
- C. For equipment or systems requiring seasonal operation, Contractor shall perform demonstration for other season within six months of completion or, if possible, artificially create a load in the building.
- D. Contractor shall utilize operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with District's personnel in detail to explain all aspects of operation and maintenance.
- E. Contractor shall demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at scheduled agreed time and at equipment/designated location.
- F. Contractor shall prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.
- G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections. If no time is specified in individual sections, Contractor shall include in his/her bid sum a reasonable sum to perform instruction to the satisfaction of the District.

1.6 TESTING, ADJUSTING, AND BALANCING

- A. Testing Agency: Contractor shall appoint, employ, and pay for services of an independent firm to perform testing, adjusting and balancing.
- B. Reports will be submitted by the independent firm to District Representative, Architect, Commissioning Agent and Project Inspector indicating observations and results of tests and indicating compliance or non-compliance with the requirements of the Contract Documents.
- C. District reserves the right to hire its own independent testing and balancing company to check the work and the report submitted by the Contractor's testing and balancing firm.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

Not Applicable to this Section.

END OF SECTION

SECTION 017700**CONTRACT CLOSEOUT PROCEDURES****PART 1 - GENERAL****1.1 RELATED DOCUMENTS**

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Contract closeout procedures, including Contract Closeout meetings, correction ("punch") lists, submittals and final payment procedures for each phase of the project: Student Union Expansion Phase and Student Union Renovation Phase.

1.3 RELATED SECTIONS

- A. Section 013300 - Submittals Procedures: General requirements for submittals.
- B. Section 017400 - Cleaning Requirements: Progress cleaning and cleaning as part of Contract closeout.
- C. Section 017850 – Product Warranties and Bonds: Documents to be submitted as part of Contract closeout.
- D. Section 017890 – Project Record Documents: Project record drawings and specifications to be submitted as part of Contract closeout; operation and maintenance data to be submitted as part of Contract closeout.

1.4 FINAL COMPLETION ACTIONS

- A. Contractor Responsibility: Contractor shall be solely responsible for the timely completion of all required Contract closeout items except for filing of Notice of Completion by the District.
- B. Warranties, Bonds and Certificates: Contractor shall submit specific warranties, guarantees, workmanship bonds, maintenance agreements, final certifications and similar documents.
- C. Locks and Keys: Contractor shall change temporary lock cylinders over to permanent keying and transmit keys to District, unless otherwise directed or specified.
- D. Tests and Instructions: Contractor shall complete start-up testing of systems, and instruction of the District's personnel. Contractor shall remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.

1.5 CONTRACT COMPLETION REVIEW

- A. Contractor's Notification for Contract Completion Review Meeting: When the Contractor determines that the Work is complete in accordance with Contract Documents, the Contractor shall submit to District Representative and Architect written certification that the Contract Documents have been reviewed, the Work has been inspected by the Contractor and by authorities having jurisdiction, and the facility is ready for the Contract Completion review.
- B. Contract Completion Review Meeting: District Representative and, as authorized by the District, Architect and Architect's and District' representatives and consultants, as appropriate, will attend a meeting at the Project site to review Contract closeout procedures and to review the items to be completed and corrected Punch List to make the Work ready for acceptance by the District. This meeting shall be typically scheduled four to six weeks prior to scheduled completion date.

- C. **Punch List:** Architect shall prepare subsequent to the Contract completion review meeting, a comprehensive list of items to be completed and corrected (Punch List) to make the Work ready for acceptance by the District.
1. The Punch List shall include all items to be completed or corrected prior to the Contractor's application for final payment.
 2. The Punch List shall identify items by location (room number or name) and itemized number.
 3. Architect and Architect's consultants shall prepare separate lists according to categories used for Drawings. For example, provide lists for Architectural, Structural, Mechanical (HVAC), Plumbing, Fire Protection (sprinkler) system, Electrical and Equipment. All lists shall be compiled by the Architect into the all-inclusive Master Punch List.
 4. Items to be considered shall include but not be limited to:
 - Corrections to construction.
 - Operation and maintenance data (manuals).
 - HVAC testing and balancing reports.
 - Spare parts and extra materials.
 - Keys, permanent keying and lock cylinders.
 - Warranties and guaranties.
 - Project record Drawings and Specifications.
 - Project record construction schedule.
 - State Fire Marshal Inspection.
 - Elevator Inspection (if applicable).
 - Other regulatory inspections.
 - Removal of construction facilities and temporary controls.
 - Final cleaning and pest control.
 - Landscape maintenance.
 - Commissioning/equipment startup.
 - Demonstration and training.
 - Acceptance.
 - Notice of Completion, filing by District.
 - Final application for payment.
 - Occupancy by District.
 - Other closeout items specified.
- D. **Contract Completion Meeting:** On a date mutually agreed by District Representative, Architect and Contractor, a meeting shall be conducted at the Project site to determine whether the Work is satisfactory and has achieved Contract Completion.
1. Contractor shall provide a minimum seven calendar days written notice to the District Representative and Architect for requested date of Contract Completion meeting.
 2. Architect and the Architect's consultants will attend the Contract Completion meeting.
 3. In addition to conducting a walk-through of the facility and reviewing the Punch List, the purpose of the meeting shall include submission of warranties, guarantees and bonds to District, submission of operation and maintenance data (manuals), provision of specified extra materials to District, and submission of other Contract closeout documents and materials as required and if not already submitted.
 4. Architect and Architect's consultants, as appropriate, will conduct a walk-through of the facility with the District Representative and Contractor to review the Punch List.
 5. Architect shall update the Punch List and record additional items as may identified during the walk-through, including notations of corrective actions to be taken.
 6. Architect shall revise the Punch List and distribute it within five calendar days to those attending the meeting.
- E. **Uncorrected Work:** Refer to requirements specified in Section 014500 - Quality Control regarding Contract adjustments for non-conforming Work.
- F. **Clearing and Cleaning:** Prior to the Contract Completion review meeting, Contractor shall conduct a thorough cleaning and clearing of the Project area, including removal of construction facilities and temporary controls. Refer to Section 017400 - Cleaning Requirements.
- G. **Inspection and Testing:** Prior to the Contract Completion review meeting, Contractor shall complete inspection

and testing required for the Work, including securing of approvals by authorities having jurisdiction.

1. Complete all inspections, tests, balancing, sterilization and cleaning of plumbing and HVAC systems.
2. Complete inspections and tests of electrical power and signal systems.
3. Complete inspections and tests of conveying (elevator) systems.

- H. Notice of Completion: District will record the Notice of Completion with County Recorder, when the Project is complete in all respects.

1.6 FINAL COMPLETION SUBMITTALS

- A. Final Completion Submittals: Prior to application for Final Payment, Contractor shall submit the following.
- B. Agency Document Submittals: Contractor shall submit to District all documents required by authorities having jurisdiction, including serving utilities and other agencies. Contractor shall submit original versions of all permit cards, with final sign-off by inspectors. Submit all certifications of inspections and tests.
- C. Final Specifications Submittals: Contractor shall submit to District all documents and products required by Specifications to be submitted, including the following:
1. Project record drawings and specifications.
 2. Operating and maintenance data.
 3. Guarantees, warranties and bonds.
 4. Keys and keying schedule.
 5. Spare parts and extra stock.
 6. Test reports and certificates of compliance.
- D. Certificates of Compliance and Test Report Submittals: Contractor shall submit to District Representative certificates and reports as specified and as required by authorities having jurisdiction, including but not limited to the following:
1. Sterilization of water systems.
 2. Sanitary sewer system tests.
 3. Gas system tests.
 4. Lighting, power and signal system tests.
 5. Ventilation equipment and air balance tests.
 6. Fire sprinkler system tests.
 7. Roofing inspections and tests.
- E. Subcontractors List: Contractor shall submit two copies of updated Subcontractor and Materials Supplier List to District Representative and one copy to Architect.
- F. Warranty Documents: Contractor shall prepare and submit to District all warranties and bonds as specified in Section 017850 - Product Warranties and Bonds.
- G. Service Agreements and Service Contracts: Contractor shall submit to District Representative.

1.7 FINAL PAYMENT

- A. Final Payment: After completion of all items listed for completion and correction and after submission of all documents and products and after final cleaning, Contractor shall submit final Application for Payment, identifying total adjusted Contract Sum, previous payments and sum remaining due. Payment will not be made until the following are accomplished:
1. All Project Record Documents have been received and accepted by the Architect.
 2. All extra materials and maintenance stock have been transferred and accepted by District.
 3. All warranty documents and operation, maintenance data, service agreements, maintenance contracts, and salvage materials have been received and accepted by District Representative.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

Not Applicable to this Section.

END OF SECTION

SECTION 017830

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Format and content of operation and maintenance manuals.
 - 1. Data requirements for materials and finishes.
 - 2. Data requirements for equipment and operating systems.
- B. Instruction of District's personnel.
- C. Submission of operation and maintenance manuals.

1.3 RELATED SECTIONS

- A. Section 013100 - Project Management and Coordination: Coordination documents and models prepared for performance of the Work, to be incorporated into operation and maintenance data submitted to District Representative at Contract closeout.
- B. Section 014500 - Quality Control: Manufacturer's instructions; test and balance reports.
- C. Section 016100 - Basic Product Requirements: Systems demonstration.
- D. Section 017700 - Contract Closeout Procedures: Contract closeout procedures.
- E. Section 017850 - Product Warranties and Bonds: Requirements for warranties and bonds.
- F. Section 017890 - Project Record Documents: Submission of Project record documents.
- G. Section 01 91 00 – General Commissioning Requirements
- H. Division 23 - Testing, Adjusting, and Balancing For HVAC
- I. Division 22, 23 and 26 – Commissioning sections
- J. Product Specifications Sections in Divisions 02 through 33: Specific requirements for operation and maintenance data.

1.4 QUALITY ASSURANCE

- A. Contractor shall ensure that preparation of data shall be done by persons:
 - 1. Trained and experienced in maintenance and operation of the described products.
 - 2. Familiar with requirements of this Section.
 - 3. Skilled in technical writing to the extent required to communicate essential data.
 - 4. Skilled as drafters competent to prepare required drawings.

1.5 FORMAT AND CONTENT OF OPERATION AND MAINTENANCE MANUALS

- A. **Format for Operation and Maintenance Data Manuals:** Contractor shall prepare data in the form of an instructional manual. Contractor shall comply with the general requirements specified below and comply with specific requirements for types of products in Articles following. See Article titled "SUBMISSION OF OPERATION AND MAINTENANCE MANUALS" for number of copies of manuals.
- B. **Operation and Maintenance Data Organization:** Contractor shall organize operation and maintenance data in three-ring binders and organize the contents of each binder following the organization of the Contract Specifications. Contractor shall:
 - 1. Organize the group of binders and the contents of individual binders in sequence according to the Section numbers and titles as listed in the Table of Contents of the Project Manual. Number the binders consecutively; coordinate with Paragraph below titled "Tables of Contents."
 - 2. Organize each binder with color-coded tabbed dividers for each distinct product and system, with typed inserts in tabs identifying the product or system.
 - 3. Organize the contents of each tabbed division according to the Article headings in PART 2 - PRODUCTS in each product Specification Section.
 - a. Within each tabbed division, organize the information according to major component parts of equipment and systems, as applicable, and to facilitate locating information.
 - b. Separate operation and maintenance data for each product under separate tabbed divisions, where feasible.
 - c. Within each tabbed division, include a cover sheet identifying the specific products and component parts included in the tabbed division.
 - 4. If the products of more than one Specification Section are included in the binder, provide separate, heavy cover stock dividers to separate information for each Section.
- C. **Binders:** Contractor shall use 8-1/2 x 11 inch, standard three-ring binders with heavy duty vinyl covers with hard cardboard backing, black color, with provision on binder spine for inserting identification card; Maximum binder ring size shall be three inches. Contractor shall use multiple binders as necessary to avoid overfilling. When multiple binders are used, Contractor shall correlate data into related consistent groupings.
- D. **Cover:** Contractor shall identify each binder with typed or printed card inserted on binder spine, stating OPERATION AND MAINTENANCE DATA, the Project name and the general subject matter of the contents of the binder.
- E. **Title Page:** In each volume (binder) of operation and maintenance data, Contractor shall include a title page with the following:
 - 1. Name of the Project.
 - 2. Names, addresses and telephone numbers of the responsible design professionals (Architect and Architect's or District's consultant, as applicable).
 - 3. Name, address and telephone numbers of Contractor, including names of contact persons.
- F. **Table of Contents:** In each volume (binder) of operation and maintenance data, Contractor shall include a listing of the contents of the volume. In a separate, first binder, Contractor shall provide a master Table of Contents of operation and maintenance data, identifying the product and systems, the applicable Specification Section number and title, and the operation and maintenance data binder number.
- G. **Schedule of Products and Systems:** In the first volume of the set of operation and maintenance data, Contractor shall include a schedule of products and systems, indexed to the Table of Contents of the volumes (binders) and cross-referenced to the Contract Drawings and Specifications.
- H. **Operation and Maintenance Data:** In each tabbed division of operation and maintenance data for each product or system, Contractor shall provide the following:
 - 1. On a cover page for each tabbed division, Contractor shall provide the following:
 - a. Identify by name, address and telephone number, the manufacturer, supplier and installer. Include names of contact persons, if known.
 - b. Identify by name, address and telephone number, local sources of supplies, replacement parts and factory-authorized service.

2. Within each tabbed division, Contractor shall include complete operation and maintenance data as published by the product manufacturer where feasible. Otherwise, present all data neatly typewritten on 20 pound, correspondence quality bond paper. Contractor shall strike-through information on printed literature where not applicable.
 3. Contractor shall supplement the manufacturer's printed data with neatly typewritten text and professionally drafted diagrams as necessary to suit the particular installation for the Project and to fully explain operation and maintenance procedures. Contractor shall provide logical sequence of instructions for each procedure.
- I. Drawings: Contractor shall supplement operation and maintenance data to illustrate configurations and relationships of component parts of equipment and systems, and to show control and flow diagrams, as applicable.
 1. Contractor shall not use Project Record Documents as maintenance drawings.
 2. Contractor shall neatly fold drawings to size of text pages and provide reinforced, punched binding edge. Add binding strip as necessary to avoid punching through drawing content.
 - J. Additional Data: As specified in individual product Specification Sections.
 - K. Warranty and Guaranty: Contractor shall include copy of each warranty, and any guaranty, bond and service contract issued. Contractor shall provide information sheet identifying:
 1. Proper procedures in event of failure.
 2. Instances that might affect validity of warranties or bonds.
 - L. Material Safety Data Sheet (MSDS): For products requiring MSDS, according to CCR Title 8 and the District Contractor Safety Handbook, Contractor shall include copy of each applicable Material Safety Data Sheet (MSDS) for products delivered to the site and incorporated into the completed construction.

1.6 DATA REQUIREMENTS FOR MATERIALS AND FINISHES

- A. Data for 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. Data for 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: As specified in individual product Specification Sections.

1.7 DATA REQUIREMENTS FOR EQUIPMENT AND OPERATING SYSTEMS

- A. Data for Equipment and Operating Systems: Contractor shall include description of each unit or system, and component parts.
 1. Include manufacturer's printed operation and maintenance instructions.
 2. Identify function, normal operating characteristics and limiting conditions.
 3. Include performance curves, with engineering data and tests.
 4. Include sequence of operation by controls manufacturer, as applicable.
 5. Provide diagrams by controls manufacturer for control systems, as applicable and as installed.
- B. Piping Data: Contractor shall provide Contractor's coordination drawings, with piping diagrams as installed. Contractor shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams. Contractor shall color code diagrams as necessary for clarity.

- C. Reports: Contractor shall include test and balancing reports, as applicable and as specified in individual product Specification Sections.
- D. Panelboard Circuit Directories: Contractor shall provide electrical service characteristics, controls and communications.
- E. Wiring Diagrams: Contractor shall include diagrams of wiring as installed, with color coding as necessary for clarity.
- F. Operating Procedures: Contractor shall include:
 - 1. Start-up, break-in, and routine normal operating instructions and sequences.
 - 2. Regulation, control, stopping, shut-down, and emergency instructions.
 - 3. Summer and winter operating instructions.
 - 4. Special operating instructions.
- G. Maintenance Requirements: Contractor shall include:
 - 1. Routine maintenance procedures and guide for trouble-shooting.
 - 2. Disassembly, repair, and reassembly instructions.
 - 3. Alignment, adjusting, balancing, and checking instructions.
- H. Servicing and Lubrication: Contractor shall provide servicing and lubrication schedule, and list of lubricants required.
- I. Parts Data: Contractor shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams as necessary for service and maintenance. Contractor shall:
 - 1. Include complete nomenclature and catalog numbers for consumable and replacement parts.
 - 2. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in stock by the District or operator.
- J. Software: Contractor shall provide all programming codes, access codes and other data necessary for operation, maintenance, future functioning and modifications of microprocessor-controlled products, independent of Original Equipment Manufacturer (OEM).
- K. Additional Requirements: As specified in individual product Specification Sections.

1.8 DATA REQUIREMENTS FOR ELECTRIC AND ELECTRONIC SYSTEMS

- A. Data Requirements for Electrical and Electronic Systems: Contractor shall provide description of each system and component parts, including:
 - 1. Function, normal operating characteristics and limiting conditions.
 - 2. Performance curves, engineering data and tests.
 - 3. Complete nomenclature and commercial number of replaceable parts.
- B. Circuit Directories of Panel Boards: Contractor shall include:
 - 1. Electrical service.
 - 2. Controls.
 - 3. Communications.
- C. Wiring Diagrams: As-installed, color-coded wiring diagrams.
- D. Operating procedures: Contractor shall provide:
 - 1. Routine and normal operating instructions.
 - 2. Sequences required.
 - 3. Special operating instructions.
- E. Maintenance procedures: Contractor shall provide:
 - 1. Routine operations.

2. Guide to "trouble-shooting."
 3. Disassembly, repair and reassembly.
 4. Adjustment and checking.
- F. Contractor shall provide Manufacturer's printed operating and maintenance instructions.
- G. Contractor shall provide list of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
- H. Contractor shall prepare and include additional data when the need for such data becomes apparent during instruction of District's personnel.
- I. Additional requirements for operating and maintenance data: Respective sections of specifications.

1.9 INSTRUCTION OF DISTRICT'S PERSONNEL

- A. Instruction of District's Personnel: Prior to Contract Completion review, Contractor shall complete instruction of District's designated personnel in the operation, adjustment and routine cleaning, service and maintenance of products, equipment, and systems. Contractor shall schedule indoctrination and training sessions at times acceptable to District. Contractor shall coordinate with requirements specified in Section 018200 - Demonstration and Training.
- B. Basis for Instruction: 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.
- C. Instructional Material: Contractor shall prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

1.10 SUBMISSION OF OPERATION AND MAINTENANCE MANUALS

- A. Submittal: Contractor shall submit six copies to Architect for review and approval prior to submission of final Application for Payment.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

Not Applicable to this Section.

END OF SECTION

SECTION 017850

PRODUCT WARRANTIES AND BONDS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. General administrative and procedural requirements for preparation and submission of warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special Project warranties.
 - 1. Refer to the Contract General Conditions for terms of Contractor's special warranty of workmanship and materials.
 - 2. Certifications and other commitments and agreements for continuing services to District are specified elsewhere in the Contract Documents.

1.3 RELATED DOCUMENTS AND SECTIONS

- A. Section 013300 - Submittals Procedures: General administrative requirements for submittals, applicable to warranties and bonds.
- B. Section 017700 - Contract Closeout Procedures: General requirements for closeout of the Contract.
- C. Section 017830 - Operation and Maintenance Data: Operating and maintenance data binders, to include copies of warranties and bonds.
- D. Product Specifications Sections in Divisions 02 through 33: Special Project warranty requirements for specific products or elements of the Work; commitments and agreements for continuing services to District.

1.4 DEFINITIONS

- A. Warranty: Assurance to District by Contractor, installer, supplier, manufacturer or other party responsible as warrantor, for the quantity, quality, performance and other representations of a product, system service of the Work, in whole or in part, for the duration of the specified period of time. The District's standard warranty form shall be used for all warranties under this Contract unless otherwise agreed to in writing by the District Representative.
- B. Guaranty: Assurance to District by Contractor or product manufacturer or other specified party, as guarantor, that the specified warranty will be fulfilled by the guarantor in the event of default by the warrantor.
- C. Standard Product Warranty: Preprinted, written warranty published by product manufacturer for particular products and specifically endorsed by the manufacturer to the District.
- D. Special Project Warranty: Written warranty required by or incorporated into Contract Documents, to extend time limits provided by standard warranty or to provide greater rights for District.
- E. Guaranty Period: As defined in the Contract General Conditions, guaranty period shall be synonymous with "warranty period", "correction period" and similar terms used in the Contract Specifications. Warranty period shall be one year from the date of Project Completion unless otherwise agreed to in writing by the District Representative.

1.5 WARRANTIES AND GUARANTIES

- A. Warranties and Guaranties, General: Contractor shall provide all warranties and guaranties with District named as beneficiary. For equipment and products, or components thereof, bearing a manufacturer's warranty or guaranty that extends for a period of time beyond the Contractor's warranty and guaranty, Contractor shall so state in the warranty or guaranty.
- B. Provisions for Special Warranties: Contractor shall refer to Contract General Conditions for terms of the Contractor's special warranty of workmanship and materials.
- C. General Warranty and Guaranty Requirements: Warranty shall be an agreement to repair or replace, without cost and undue hardship to District, Work performed under the Contract which is found to be defective during the guaranty period (warranty or guaranty) period. Repairs and replacements due to improper maintenance or operation, or due to normal wear, usage and weathering are excluded from warranty requirements unless otherwise specified.
- D. Specific Warranty and Guaranty Requirements: Specific requirements are included in product Specifications Sections of Divisions 02 through 33, including content and limitations.
- E. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties and guaranties shall not relieve Contractor of responsibility for warranty and guaranty requirements for the Work that incorporates such products, nor shall they relieve suppliers, manufacturers, and installers required to countersign special warranties with Contractor.
- F. Related Damages and Losses: When correcting warranted Work that has been found defective, Contractor shall remove and replace other Work that has been damaged as a result of such defect or that must be removed and replaced to provide access for correction of warranted Work.
- G. Reinstatement of Warranty: When Work covered by a warranty has been found defective and has been corrected by replacement or rebuilding, Contractor shall reinstate the warranty by written endorsement.
- H. Replacement Cost: Upon determination that Work covered by a warranty has been found to be defective, Contractor shall replace or reconstruct the Work to a condition acceptable to District Representative, complying with applicable requirements of the Contract Documents. Contractor shall be responsible for all costs for replacing or reconstructing defective Work regardless of whether District has benefited from use of the Work through a portion of its anticipated useful service life.
- I. District's Recourse: Written warranties made to District shall be in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under law, nor shall warranty periods be interpreted as limitations on time in which District can enforce such other duties, obligations, rights, or remedies.
 - 1. Rejection of Warranties: District reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.
- J. Warranty as Condition of Acceptance: District reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment shall be required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.6 PREPARATION OF WARRANTY AND BOND SUBMITTALS

- A. Project Warranty and Guaranty Forms: Forms for Project warranties and guaranties are included in the Contract Documents. Contractor shall submit the warranty package submittal to the Architect, with a copy to the District Representative, for review and approval. Contractor shall:
 - 1. Refer to product Specifications Sections of Divisions 2 through 17 for specific content requirements, and particular requirements for submittal of special warranties.
 - 2. Prepare standard warranties and guaranties, excepting manufacturers' standard printed warranties and

guaranties, on Contractor's, subcontractor's, material supplier's, or manufacturer's own letterhead, addressed to District as directed by District Representative.

3. Warranty and guaranty letters shall be signed by all responsible parties and by Contractor in every case, with modifications only as approved in advance by District Representative to suit the conditions pertaining to the warranty or guaranty.
- B. **Manufacturer's Guaranty Form:** Manufacturer's guaranty form may be used instead of special Project form included in the Contract Documents, if agreed to in writing by the District Representative. Manufacturer's guaranty form shall contain appropriate terms and identification, ready for execution by the required parties.
1. If proposed terms and conditions restrict guaranty coverage or require actions by District beyond those specified, Contractor shall submit draft of guaranty to the Architect and the District Representative for review and approval before performance of the Work.
 2. In other cases, Contractor shall submit draft of guaranty to the Architect and the District Representative for approval prior to final execution of guaranty.
- C. **Signatures:** Signatures shall be by person authorized to sign warranties, guaranties and bonds on behalf of entity providing such warranty, guaranty or bond.
- D. **Co-Signature:** All installer's warranties and bonds shall be co-signed by Contractor. Manufacturer's guaranties will not require co-signature.

1.7 FORM OF WARRANTY AND BOND SUBMITTALS

- A. **Form of Warranty and Bond Submittals:** Prior to completion, Contractor shall collect and assemble all written warranties and guaranties into binders and deliver binders to the Architect, with a copy to the District Representative, for final review and acceptance. Contractor shall:
1. Prior to submission, verify that documents are in proper form and contain all required information and are properly signed by Contractor, subcontractor, supplier and manufacturer, as applicable.
 2. Organize warranty and guaranty documents into an orderly sequence based on the Table of Contents of the Project Manual.
 3. Include Table of Contents for binder, neatly typed, following order and section numbers and titles as used in the Project Manual.
 4. Bind warranties, guaranties and bonds in heavy-duty, commercial quality, durable three-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, with clear front and spine to receive inserts, and sized to receive 8-1/2 inch by 11-inch paper.
 5. Provide heavy paper dividers with celluloid or plastic covered tabs for each separate warranty. Mark tabs to identify products or installation, and section number and title.
 6. Include on separate typed sheet, if information is not contained in warranty or guaranty form, a description of the product or installation, and the name, address, telephone number and responsible person for applicable installer, supplier and manufacturer.
 7. Identify each binder on front and spine with typed or printed inserts with title "WARRANTIES AND BONDS", the Project title or name, and the name of the Contractor. If more than one volume of warranties, guaranties and bonds is produced, identify volume number on binder.
 8. When operating and maintenance data manuals are required for warranted construction, include additional copies of each required warranty and guaranty in each required manual. Coordinate with requirements specified in Section 017830 - Operation and Maintenance Data.

1.8 TIME OF WARRANTY AND BOND SUBMITTALS

- A. **Submission of Preliminary Copies:** Unless otherwise specified, Contractor shall obtain preliminary copies of warranties, guaranties and bonds within ten days of completion of applicable item or Work.
- B. **Submission of Final Copies:** Contractor shall submit fully executed copies of warranties, guaranties and bonds prior to Notice of Completion.
- C. **Date of Warranties and Bonds:** Unless otherwise directed or specified, commencement date of warranty, guaranty and bond periods shall be the date established in the Notice of Completion.
1. Warranties for Work accepted in advance of date stated in Notice of Completion: When a designated

system, equipment, component parts or other portion of the Work is completed and occupied or put to beneficial use by District Representative, by separate written agreement with Contractor, prior to completion date established in the Notice of Completion, Contractor shall submit properly executed warranties to District, as directed by District Representative, within ten days of completion of that designated portion of the Work. Contractor shall list date of commencement of warranty, guaranty or bond period as the date established in the Notice of Completion.

- D. Duration of Warranties and Guaranties: Unless otherwise specified or prescribed by law, warranty and guaranty periods shall be not less than the guaranty period required by the Contract General Conditions, but in no case less than one year from the date established for completion of the Project in the Notice of Completion. See product Specifications Sections in Divisions 02 through 33 of the Project Manual for extended warranty and guaranty beyond the minimum one-year duration.

PART 2 - PRODUCTS

Not Applicable to this Section.

PART 3 - EXECUTION

Not Applicable to this Section.

END OF SECTION

SECTION 017890

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Requirements for Project Record Documents to be submitted for Contract closeout.

1.3 RELATED SECTIONS

- A. Section 013300 - Submittals Procedures: General requirements for submission for shop drawings, product data, samples and quality control reports.

1.4 PROJECT RECORD DOCUMENTS

- A. Project Record Documents, General: Contractor shall protect from loss; provide access to Record Documents for the District' and the Architect's reference through electronic means.
- B. Record Drawings: Contractor shall record information continuously as Work progresses on a construction collaboration and annotation electronic tool. Contractor shall not conceal Work permanently until all required information is recorded. Contractor shall:
 - 1. Maintain a clean PDF set of Contract Drawings and Shop Drawings through PlanGrid or Procore. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately.
 - 2. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.
 - 3. Legibly and to scale, mark record sets in PlanGrid or Procore. Use other colors to distinguish between variations in separate categories of the work.
 - 4. Mark new information that is important to the District, but was not shown on Contract Drawings or Shop Drawings. Record actual construction, including:
 - a. Measured depths of foundations and footings encountered, measured in relation to finish First Floor datum.
 - b. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent ground improvements.
 - c. Field changes of dimension and detail.
 - d. Details not on original Contract Drawings. Application of copies of details produced and provided by Architect during construction will be accepted.
 - e. Permanent Room names and Room numbers.
 - 4. Note related Change Order numbers where applicable.
 - 5. Organize record drawing sheets into manageable sets,
 - 6. Store Record Documents separate from documents used for construction.
 - 7. Mark all RFIs on the Contract Drawings.
- C. Record Specifications: Contractor shall record changes made by Addenda and Change Orders. In PART 2 - PRODUCTS in each Section, Contractor shall mark and record in actual Products installed or used, including:
 - 1. Manufacturer's name and product model or catalog number.
 - 2. Product substitutions or alternates utilized.
- D. Submission:
 - 1. Contractor shall keep Project Record Documents current, as they will be reviewed for completeness by

Architect, Inspector, and District Representative as condition for certification of each Progress Payment Application.

2. Prior to the date of the Notice of Completion, Contractor shall submit marked Record Documents to Architect for review, approval and further processing.

PART 2 - PRODUCTS

PlanGrid or Procore or equal. Equal shall be reviewed and approved by District Representative.

PART 3 - EXECUTION

- A. Contractor to provide all licenses and equipment required for the Contractor's team execute this work. Contractor shall provide six (6) subscriptions of PlanGrid or Procore for use by the District Representative through the duration of the project. Devices for the District Representative will be provided by others.
- B. At the conclusion of the project the Contractor shall export a complete PDF set of project record drawings by sheet for District use and creation of the As-Built documents. This shall be transmitted on a USB flash drive.

END OF SECTION

SECTION 018200

DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Construction Drawings, Technical Specifications, Addenda, and general provisions of the Contract, including Contract General Conditions and Supplementary General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Administrative and procedural requirements for instructing District's personnel, including the following:
 - 1. Demonstration of operation of systems, subsystems and equipment.
 - 2. Training in proper operation and maintenance of systems, subsystems, and equipment installed under the Contract.

1.3 RELATED SECTIONS

- A. Section 017830 - Operation and Maintenance Data: Operating and maintenance instructions to be used during training and demonstration.
- B. Section 01 91 00 – General Commissioning Requirements
- C. Division 23 - Testing, Adjusting, and Balancing For HVAC
- D. Division 22, 23 and 26 – Commissioning sections

1.4 SUBMITTALS

- A. Instruction Program: Contractor shall submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Contractor shall include learning objective and outline for each training module. Contractor shall:
 - 1. Make the operations and procedures manuals available for use during the training sessions.
 - 2. Schedule submission of instruction program to allow sufficient time for receipt, review and acceptance of instruction program by the Architect and the District Representative and shall be not less than three weeks prior to proposed date of first training session.
 - 3. Submit, at completion of training, three complete training manuals for District's use.
- B. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Contractor shall include lists of completed projects with project names and addresses, names and addresses of architects and Universities, and other information specified.
- C. Attendance Record: For each training module, Contractor shall submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, Contractor shall submit results and documentation of performance-based test.
- E. Demonstration and Training Video Record: Contractor shall submit two copies at end of each training session.

1.5 QUALITY ASSURANCE

- A. Facilitator Qualifications: Contractor shall engage a qualified facilitator to prepare instruction program and

training modules, to coordinate instructors, and to coordinate between Contractor and District Representative for number of participants, instruction times, and location. Facilitator shall be firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

- B. **Instructor Qualifications:** Contractor shall engage qualified instructors to instruct District's personnel how to adjust, operate, and maintain systems, subsystems, and equipment not part of a system. Instructors shall be factory-authorized service representatives, complying with requirements in Section 014500 - Quality Control, experienced in operation and maintenance procedures and training.
 - 1. System manufacturers shall provide qualified instructor to describe system design, operational requirements, criteria, and regulatory requirements.
 - 2. District Representative will furnish Contractor with names and positions of participants.
- C. **Pre-Instruction Conference:** Contractor shall conduct conference at Project site to comply with requirements in Section 01310 - Coordination. Contractor shall review methods and procedures related to demonstration and training including, but not limited to, the following:
 - 1. Inspect and discuss locations and other facilities required for instruction.
 - 2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
 - 3. Review required content of instruction.
 - 4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.6 COORDINATION

- A. **Coordination of Instruction Schedule:** Contractor shall coordinate instruction schedule with District's operations. Contractor shall adjust schedule as required to minimize disrupting District's operations.
- B. **Coordination of Instructors:** Contractor shall coordinate instructors, including providing notification of dates, times, length of instruction time, and course content. Contractor shall allow for 30 days written notice to District Representative.
- C. **Coordination with Operation and Maintenance Data:** Contractor shall coordinate content of training modules with content of approved emergency, operation, and maintenance manuals.
 - 1. Contractor shall not submit instruction program until operation and maintenance data have been reviewed and accepted by Architect and copies given to District Representative.
 - 2. Contractor shall coordinate review of operation and maintenance data to make operation and maintenance data available at least two weeks prior to date scheduled for initial training session.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM

- A. **Program Structure:** Contractor shall develop an instruction program that includes individual training sessions for each system and operating products not part of a system, as required by Division 2 through 17 Specification Sections. Contractor shall include instruction on operational interfaces between systems.
- B. **Schedule of Training Sessions:** Contractor shall arrange to have training conducted on consecutive days, with no more than six hours of training scheduled for any one day. Concurrent classes will not be acceptable.
- C. **Training Sessions, General:** Contractor shall develop a learning objective and teaching outline for each session. Contractor shall include a description of specific skills and knowledge that participant is expected to master. Training sessions shall progress logically. Each training session shall be comprised of time spent both in the classroom and at specific location of subject equipment or system. As a minimum, Contractor shall ensure that each training session covers the following subjects for each item of equipment and system:
 - 1. Familiarization:

- a. Review catalog, parts lists, drawings, etc., which have been previously provided for the plant files and operation and maintenance manuals.
 - b. Check out the installation of the specific equipment items.
 - c. Demonstrate the unit and indicate how all parts of the specifications are met.
 - d. Answer questions.
2. Safety:
 - a. Using material previously provided, review safety references.
 - b. Discuss proper precautions around equipment.
3. Operation:
 - a. Using material previously provided, review reference literature.
 - b. Explain all modes of operation (including emergency).
 - c. Check out District's personnel on proper use of the equipment.
4. Preventive Maintenance:
 - a. Using material previously provided, review preventive maintenance (PM) lists including:
 - 1) Reference material.
 - 2) Daily, weekly, monthly, quarterly, semiannual, and annual jobs.
 - b. Demonstrate how to perform Preventive Maintenance tasks.
 - c. Demonstrate to District's personnel what to look for as indicators of equipment problems.
5. Corrective Maintenance:
 - a. List possible problems.
 - b. Discuss repairs--point out special problems.
 - c. Open up equipment and demonstrate procedures, where practical.
6. Parts:
 - a. Show how to use previously provided parts list and order parts.
 - b. Check over spare parts on hand. Make recommendations regarding additional parts that should be available.
7. Local Representatives:
 - a. Where to order parts: Name, address, telephone.
 - b. Service problems:
 - 1) Who to call.
 - 2) How to get emergency help.
8. Operation and Maintenance Manuals:
 - a. Review any other material submitted.
 - b. Update material, as required.
- D. Classroom Training for Operations Personnel:
 1. Using projected drawings and photographs, describe and discuss equipment locations in plant and present operational overview of systems. Thoroughly discuss operating and maintenance manuals.
 2. Describe purpose and plant function of equipment and systems.
 3. Describe operating theory of equipment.
 4. Describe start-up, shutdown, normal operation and emergency operating procedures, including discussion of system integration and electrical interlocks, if any.
 5. Identify and discuss safety items and procedures.
 6. Describe routine preventive maintenance, including specific details on lubrication and maintenance of corrosion protection of the equipment and ancillary components.
 7. Describe operator detection, without test instruments, of specific equipment trouble symptoms.
 8. Describe required equipment performance test procedures and intervals.
 9. Describe routine disassembly and assembly of equipment if applicable (as determined by District Representative on case-by-case basis) for purposes such as operator inspection of equipment.
- E. Classroom Training for Maintenance and Repair Personnel:
 1. Theory of operation.

2. Description and function of equipment.
 3. Start-up and shutdown procedures.
 4. Normal and major repair procedures.
 5. Equipment inspection and troubleshooting procedures including the use of applicable test instruments and the "pass" and "no pass" test instrument readings.
 6. Routine and long-term calibration procedures.
 7. Safety procedures.
 8. Preventive maintenance such as lubrication; normal maintenance such as belt, seal, and bearing replacement; and up to major repairs such as replacement of major equipment part(s) with the use of special tools, bridge cranes, welding jigs, etc.
- F. Field Training for Operations Personnel:
1. Identify locations of equipment components and controls.
 2. Review of component functions and theory of operation.
 3. Identifying piping and flow options.
 4. Identifying valves and explain their functions at various settings.
 5. Identifying instrumentation:
 - a. Location of primary element.
 - b. Location of instrument readout.
 - c. Discuss purpose, basic operation, and information interpretation.
 6. Discuss, demonstrate, and perform standard operating procedures and round checks, including system start-up and shutdown procedures.
 7. Review and perform safety procedures.
 8. Perform the required equipment exercise procedures.
 9. Discuss and perform preventive maintenance activities.
 10. Identify and review safety items and perform safety procedures, if feasible.
- G. Field Training for Maintenance and Repair Personnel: In addition to field training specified above for operations personnel, include the following:
1. Describe normal repair procedures.
 2. Perform routine disassembly and assembly of equipment, if applicable, for inspections and tests.
 3. Perform routine maintenance and repair tasks, including mechanical and electrical operations for troubleshooting, adjustments and calibration.
- H. Presentation Media:
1. Presentations shall utilize computer-generated, projected graphics utilizing Microsoft PowerPoint software, including animation as appropriate to enhanced presentation and viewer interest. Graphics shall include text and still and moving images. PowerPoint presentation shall be suitable for incorporation into video record of instruction.
 2. Each session shall include mock-ups, samples and other visual aids as appropriate.
 3. Each session shall include printed handouts and notes for each participant.
 4. Produce sufficient printed materials to provide minimum of five unused copies for District's use in subsequent training programs.
- I. Video Record: Each training session shall be recorded and reproduced on DVD compact disk. Video media shall be labeled with permanent computer-printed labels.

PART 3 - EXECUTION

3.1 INSTRUCTION

- A. Preparation. Contractor shall:
1. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
 2. Set up instructional equipment at instruction location.
- B. Scheduling: Contractor shall provide instruction at mutually agreed on times. For equipment that requires seasonal operation, Contractor shall provide similar instruction at start of each season. Contractor shall:
1. Schedule training through District Representative.

2. Schedule training at time and location convenient to District, with at least 14 calendar days' advance written notice to District Representative.
- C. Training Sessions: Contractor shall conduct classroom and field training sessions presenting content specified in Article 2.1, titled "Instruction Program," above.
- D. Evaluation: At conclusion of each training session, Contractor shall assess and document each participant's mastery of module by use of written examination or performance-based demonstration test.
- E. Demonstration and Training Video DVD not required.
- F. Cleanup: Contractor shall:
1. Collect used and leftover educational materials and deliver to District as directed by District Representative.
 2. Remove instructional equipment.
 3. Restore systems and equipment to condition existing before initial training use.

END OF SECTION

SECTION 019115

GENERAL COMMISSIONING REQUIREMENTS

PART 1 - GENERAL

1.1 DESCRIPTION OF WORK

- A. Commissioning is a designed quality-assurance process for achieving, verifying and documenting that the performance of facilities, systems, and assemblies meet the documented objectives and criteria. The Design Builder, the Design Builders Architect team, and subcontractors provide the quality control for the design, the installation and startup of the building systems. The commissioning process provides review and quantitative functional testing in order to formally observe and document that the quality control efforts of the designers and contractors are successfully completed.
- B. Commissioning includes the completion of a formal commissioning process on the equipment and systems within the Commissioning Scope of Work, as specified. Commissioning is performed by the Commissioning Team under the leadership of the Commissioning Authority (CxA). The entire Commissioning Team is responsible for performing the process and achieving successful commissioning results.
- C. Commissioning Standards: The commissioning process shall be in accordance with:
 - 1. All sections of the Contract Documents
 - 2. The Building Commissioning Association's (BCA) "Essential Attributes of Building Commissioning (1999)"
 - 3. ASHRAE Guidelines 202-2013, 0-2005, 1.1-2007, 1.5-2012
 - 4. CHPS Best Practices Manual Volume V, Commissioning, 2006 Edition
- D. Design Builder's Responsibility: The Design Builder is responsible for completion of the specified commissioning work. The Design Builder's responsibilities include:
 - 1. The Design Builder shall provide a Commissioning Coordinator (CC). The Design Builder's Commissioning Coordinator is responsible for managing the commissioning work.
 - 2. The Design Builder and sub-contractors shall be responsible for providing material, equipment, and labor to participate in the specified commissioning process. The Design Builder shall assure the participation and co-operation of sub-contractors under their jurisdiction, as required to complete the commissioning process.
 - 3. The Design Builder shall support the commissioning process by integrating it into the construction process and schedule.
- E. Support of Materials, Equipment and Systems Suppliers: Suppliers of major equipment and systems within the Commissioning Scope of Work shall support the commissioning process. Minimum support shall consist of the following:
 - 1. Submit the manufacturer's installation & startup manuals as a part of the initial equipment submittal in accordance with the equipment specifications.
 - 2. Submit the manufacturer's operating and maintenance manuals as a part of the initial equipment submittal in accordance with the equipment specifications.
 - 3. Assist in developing the final functional test procedures as specified in Section 019115, and related sections.

4. Provide authorized startup technician to perform functional performance testing as specified in Section 019115, and related sections.

1.2 RELATED SECTIONS

- A. All project specifications related to the "Systems Within The Commissioning Scope Of Work"

1.3 SYSTEMS WITHIN THE COMMISSIONING SCOPE OF WORK

- A. Utility Systems
- B. Building HVAC and Control systems
- C. Building Plumbing Systems, including domestic cold water and domestic hot water systems
- D. Building Lighting and Lighting Control Systems
- E. Building Metering Systems
- F. Building Smoke Control Systems

1.4 SUBMITTALS

- A. Provide the following submittals in accordance with general submittal requirements specified elsewhere in Division 1:
 1. Design Builder's Systems Readiness Plan.
 2. Start-up procedures as required in the specifications for systems and equipment within the commissioning scope of work. This is required for acceptance of initial equipment submittal.
 3. Equipment Operation and Maintenance manuals as required in the specifications for systems and equipment within the commissioning scope of work. This is required for acceptance of initial equipment submittal.
 4. Design Builder's suggested Initial Pre-Functional Tests and Functional Performance Tests. Pre-Functional Tests are this tests related to equipment and component operations such as check sensor accuracies or valve stroke operation. Functional Tests are those activities related to verifying that the systems (assembly of equipment and components) operate in concert with one another to perform as dictated by the sequences of operations.
 5. Commissioning Coordinator (CC) qualifications and certificate.

1.5 DEFINITION OF TERMS

- A. Acceptance Criteria: Acceptance of the systems is based on the Design Builder being able to demonstrate that the systems and their components function in accordance with the commissioning acceptance criteria.
- B. Installation and static testing acceptance criteria: The acceptance criteria for installation and static testing are the materials and methods requirements specified in Divisions 23 and 26.
- C. Functional testing acceptance criteria: The acceptance criteria for functional performance tests are described within the procedures. The functional performance test procedures include descriptions of system's and component's responses that are to be verified. These are the functional testing acceptance

criteria. The functional testing acceptance criteria are based on the project documents and the basis of design.

- D. The Commissioning Plan is a detailed document maintained by the CxA that describes the entire commissioning process.
- E. Design Builder's System Readiness Checklist: These checklists are provided by the CxA and include equipment installation and start-up items specified to be performed and verified by the Design Builder. These checklists shall be completed by the Design Builder and returned to the CxA prior to the final CxA installation verification and functional performance testing process. Sample System Readiness Checklist is provided to guide Design Builder with regard to expected content and completeness in his development of project specific requirements.
- F. CxA Final Installation Verification Process: This process includes the on-site review of related system components for conformance to the Project Documents. The CxA will conduct this review and verify system readiness for final functional testing procedures upon receipt of the Design Builder's completed System Readiness Checklists. The CxA will document issues identified during this process and assign them to the appropriate party for resolution.
- G. Functional Performance Testing Process: Functional Performance Testing verifies that the systems perform in accordance with the project documents and the project design intent. The process includes the documented testing of the systems under actual and simulated operating conditions. Functional Performance Test (FPT) procedures are detailed instructions that allow experienced system technicians to perform the FPTs with repeatable results. The repeatability of the procedures and results validate the tests. Final performance testing of systems will begin only after the Design Builder certifies that systems are 100% complete and ready for functional testing, and the CxA has completed the subsequent installation verification process for the systems to be tested. Sample Pre-Functional and Functional Performance Checklists are provided to guide Design Builder with regard to expected content and completeness in his development of project specific requirements.
- H. Commissioning Issues Log: All issues raised during commissioning will be logged and tracked until they have been resolved. A commissioning issues log will be maintained by the CxA. The Issues Log includes the description of all issues discovered as a result of the commissioning process. The list also includes the current issues status, assignment to the responsible party and the date of final resolution as confirmed by the CxA. Items listed may include issues where design, products, execution or performance does not appear to satisfy the Project Contract Documents and/or the design intent. The resolution of issues identified on this list may be the responsibility of the Design Builder, or The District.
- I. Back-Checking: Back-Checking is the process of verifying that commissioning related issues have been resolved by the responsible party. The back-checking process takes place once the Design Builder has provided written notification that an issue or issues in the Commissioning Issues Log have been resolved.
- J. Performance Period: The performance period is a set length of time designated to demonstrate proper facility operation prior to acceptance. The performance period commences after successful completion of other functional testing. Performance data is typically collected via DDC system trend logging or data logging. Evaluation typically includes zone temperature stability, optimum start/stop, warm-up period and other related functions. As part of this process the Contractor shall be required to set up and provide trends of control system parameters per the direction of the CxA. The performance period trend logs will be specified in the Functional Performance Test Procedures.
- K. Seasonal or Deferred Testing: This testing is completed during conditions that do not occur during the initial functional testing period; for example during design or seasonal transition temperatures. Seasonal

or Deferred FPTs are a limited sub-set of the original tests and are designed to evaluate capacity and systems' interaction.

- L. Final Commissioning Report: The Final Commissioning Report contains a summary description of the commissioning process as it occurred, and the final versions of all commissioning documentation. The Final Commissioning Report will be prepared by the District's Commissioning Authority.
- M. Project Contract Documents: As defined elsewhere in Division 1
- N. Initial Commissioning Coordination Meeting: This meeting is intended to present the Commissioning Plan to the Design Builder and is typically scheduled to occur after bid award and prior to installation of commissioned systems.
- O. The Commissioning Team: Commissioning is performed by the Commissioning Team, which consist of the District, Commissioning Authority, the Commissioning Coordinator, the Design Builders Design Team, all subcontractors performing work on the equipment and systems within the commissioning scope of work, and all materials and equipment suppliers supplying equipment and systems within the commissioning scope of work. The commissioning team is lead by the Commissioning Authority. The Commissioning Coordinator is the on-site manager of the commissioning process.
- P. Commissioning Authority (CxA): The CxA is The District's commissioning consultant and the leader of the commissioning Team. The CxA oversees the commissioning process and advises the District on commissioning issues, emphasizing the long-term performance and maintainability of the systems included in the commissioning scope of work. The CxA is required to advise The District of issues involving the design, construction, testing, adjusting and balancing, or other issues that would compromise the ability of the facility to meet the requirements of the project. The CxA is authorized to recommend to the District the acceptance, modification, or rejection of all materials, procedures, schedules, tests, reports, or other required commissioning submittals. The CxA is not authorized to change existing contract documents, schedules, costs, or scope of work for any of the parties involved.
- Q. Commissioning Coordinator (CC): The Design Builder shall provide a Commissioning Coordinator. The CxA and the CC comprise a commissioning management team. While the CxA leads the overall commissioning process, the CC is responsible for managing sub-contractors in their day to day performance of the specified commissioning work. The CC is an employee of the Design Builder who is regularly and frequently on site.
 - 1. Qualifications for the Commissioning Coordinator (CC) shall include:
 - a. Individual certification for the commissioning process by a recognized certifying organization. Recognized individual commissioning certifications include:
 - i. ASHRAE CPMP
 - ii. AEE CBCP
 - iii. NEBB BSC
 - iv. TABB CCS
 - v. UWM CxAP or CxM
 - vi. Acceptable qualifications through demonstrated experience

- b. Experience and abilities to schedule, coordinate, and manage mechanical and electrical subcontractors.
- 2. The following tasks are some of the critical items included in the CC's scope of work::
 - a. Integrating the specified commissioning activities into an overall construction schedule, updating the schedule, and providing two-week look-ahead schedules showing the upcoming commissioning related activities
 - b. Providing all commissioning submittals
 - c. Coordinating District staff training, and ensuring that training is provided in accordance with the commissioning specifications
 - d. Assemble, with the help of the necessary subcontractors and suppliers, the FPT procedures and forms is completed and submitted in accordance with the specifications. This includes providing written comments regarding issues from all required FPT participants pertaining to safety, equipment protection and warranty, and appropriateness of the procedure for the systems as provided. The CxA will review for completeness and provide written comments for subsequent re-submittal. Only approved FPT procedures shall be used in conducting field certification of systems operations.
 - e. Coordinating development and submittal of specified flushing, cleaning and start-up procedures; and ensuring that these procedures are completed and documentation is submitted
 - f. Providing test reports and progress reports in accordance with the commissioning specifications.
 - g. Managing the sub-contractors' participation in the FPT process as specified in the commissioning specifications.
 - h. Managing the sub-contractors' participation in resolution of issues identified during commissioning.
 - i. Ensuring that subcontractors perform preliminary testing to verify readiness for final FPT demonstrations; submitting documented verification that systems will pass FPTs with acceptable results as documented in the FPTs; and Coordinating the FPT demonstrations to District, CC and CxA.
 - j. Coordinating repeat FPTs that fail due to contract deficiencies until acceptable results are achieved, and managing the reimbursement of The District's costs for repeated tests in accordance with the specifications.
- R. The Design Team includes the Design Builder and their engineering consultants who assembled the construction plans and specifications.

1.6 CONSTRUCTION PHASE COMMISSIONING PROCESS OVERVIEW

- A. After review of mechanical and electrical submittals, the Commissioning Authority (CxA) will conduct a pre-installation commissioning coordination meeting with the Design Builder, the Contractor's Commissioning Coordinator (CC), District Representative, and the Design Team. The CxA will present the commissioning plan, discuss commissioning process in detail, and identify specific commissioning related responsibilities. Milestones will be discussed, including contractor start-up and testing forms, preliminary O&M manuals, training agendas and other approved submittals needed to complete the plan. The final plan will be developed after the CxA receives all submittals from the Design Builder, sub-contractors and Design Team.
- B. The Design Builder shall provide the Commissioning Submittals.
- C. Functional Performance Test procedures are developed by the Design Builder and approved by the CxA with input from The District as specified in Part 3. Initial Development of the Functional Performance Test procedures occur after final approved project submittals and are submitted to the CC and CxA for review and comment.
- D. Commissioning status meetings will be scheduled to occur during the construction and closeout phase to monitor progress and to help facilitate the commissioning process. Design Builder representatives for

commissioned systems shall be required to attend these meetings. Meetings will generally be scheduled to occur with scheduled construction or management meetings.

- E. The CxA will perform periodic site visits during construction and identify potential issues in a site report. The Design Builder shall review these site reports and resolve issues in accordance with the contract documents.
- F. The contractors shall prepare the equipment and systems for startup in accordance with the Project Documents, industry standard guidelines, and the guidelines of the equipment and systems manufacturers. Startup shall be performed by the contractors and manufacturer's startup technicians in accordance with the Plans and Specifications, industry standard guidelines, and the guidelines of the equipment and systems manufacturers. The Design Builder shall test the systems to verify that they perform in accordance with the Plans and Specifications, including the Commissioning Functional Performance Test Procedures. The CxA may witness equipment start up and testing. The Design Builder shall notify the District Representative in writing at least 10 working days in advance of the start-up and testing dates so that the CxA can schedule attendance.
- G. Once the Design Builder has provided the CxA with written verification (Design Builder's System Readiness Checklists) indicating completion of installation procedures, the CxA will conduct a final on-site system readiness review of the specific systems and equipment to be commissioned. Issues noted during this process will be documented by the CxA in the Commissioning Issues List.
- H. Upon confirmation of system readiness and receipt of the preliminary balancing (TAB) report, functional performance testing will be scheduled. Functional testing shall not commence until all critical issues identified during the Installation Verification Process are resolved.
- I. Issues noted during the functional performance tests will be documented by the CxA. When easily corrected, issues will be resolved at the time of discovery. The appropriate sub-contractor shall resolve all other issues at a later time. Issues will be tracked by issue number, responsible party, status and activity date. The Design Builder shall be responsible for reporting, in writing, to the District Representative when issues have been resolved so that the CxA can verify the resolution.
- J. The construction phase commissioning process will be complete when all noted issues have been corrected, proved to be in compliance with the Plans and Specifications or otherwise resolved to the satisfaction of the District.

1.7 CLOSEOUT PHASE COMMISSIONING PROCESS OVERVIEW

- A. Closeout Design Builder responsibilities include completion and submission of the Project Closeout Checklist for commissioned systems. Project closeout requirements and a draft checklist are included in this section.
- B. Training on related systems and equipment operation and maintenance will be scheduled after commissioning is satisfactorily completed, O&M manuals have been accepted and delivered to the District, and systems are verified to be complete and functional. Each sub-contractor is responsible to provide a topical outline of all subjects to be covered in the training session(s), the expected length of time for the training sessions, and a brief resume listing the qualifications of the proposed training presenters. Training shall be coordinated with the District.
- C. Upon request, the Design Builder is responsible for providing the District Representative with copies of all balancing reports, as-built drawings and O&M manuals relevant to the systems commissioned. The

CxA will review this material for compliance with Plans and Specifications and will note and report all issues for resolution by the responsible party.

- D. Upon completion of all commissioning activities the CxA will prepare and submit to The District and Design Builder the Final Commissioning Report detailing the commissioning plan and all commissioning activities.

PART 2 - PRODUCTS

2.1 CONTRACTOR SYSTEMS READINESS CHECKLISTS (SRC)

- A. The Design Builder shall maintain and complete copies of the Design Builder's System Readiness Checklist Forms, which will be provided by the CxA. Sample SRC forms are provided in the project specifications. Working SRC drafts will be created based on actual submittal data and sub-contractor reviews and provided to sub-contractors separately. Checklist forms and supporting documents shall be signed by the Design Builder and submitted to the District Representative upon completion.
- B. Completion of these items will not release the Design Builder from their responsibility to complete other specified requirements of the Plans and Specifications.

2.2 STARTUP PROCEDURES AND FORMS

- A. Start-up procedures and checklists for equipment within the commissioning scope of work shall be submitted for review as a part of the equipment submittal. Minimum start-up procedures are specified in the specifications for systems and equipment within the commissioning scope of work. Procedures shall also include all installation and start-up procedures and checklists that are provided by the equipment or

system manufacturer. The accepted start-up documentation shall be completed by the Design Builder and submitted to the District Representative for review and inclusion within the Final Commissioning Report.

2.3 TEST INSTRUMENTATION

- A. The Design Builder shall be responsible to provide the commissioning test equipment. The CA, at his option, may provide some equipment, the Design Builder shall coordinate.
- B. The test equipment shall be provided in sufficient quantities to execute functional testing in an expedient fashion.
- C. The test equipment shall be suitable for testing and calibration with accuracy and tolerances necessary to demonstrate that system performance is in accordance with the basis of design.
- D. Equipment used for functional testing sensors and gages shall be certified to an accuracy of 10% of the smallest tolerance to be measured. For example, if a temperature gage is required to be +2 degrees F, the calibration device must have a minimum accuracy of +0.2 degrees F.
- E. Instrumentation used for functional testing system performance must have a minimum repeatability and accuracy of $\pm 1.0\%$ of the acceptance criteria being measured. For example: if a supply temperature of 50F is being verified, the repeatability and accuracy of the test instrument must be at least $\pm 0.5\text{F}$.
- F. The test equipment shall have calibration certification per equipment manufacturer's interval level or within one year if not specified.

2.4 PROJECT CLOSE-OUT CHECKLIST

- A. The Design Builder shall complete and sign the Commissioning Project Closeout Checklist to indicate completion of Design Builder's specified responsibilities regarding: arrangements for post-construction testing, spare parts for District, final O&M manuals, as-built documents, O&M training, performance testing, indoor air quality testing and any other requirements that occur just prior to District acceptance of

the project. Initial forms are provided in the project specifications; however, working drafts shall be created based on actual submittal data and contractor reviews.

PART 3 - EXECUTION

3.1 DOCUMENTATION

- A. All checklists, start-up documentation, test forms and other commissioning related documentation required by contract shall be neatly completed and submitted to the District Representative in a clear and easily readable condition.
- B. All required checklists, start-up documentation, test forms and other commissioning related documentation shall be submitted to the District Representative in accordance with the commissioning and construction schedule.
- C. When the Design Builder is unable to comply with an item as listed on the checklist or form, the Design Builder shall immediately notify the District Representative in writing as to the reasons for non-compliance.

3.2 COMMISSIONING MEETINGS:

- A. Commissioning meetings provide an opportunity for direct coordination and prompt resolution of commissioning issues. The CC coordinates the meetings; the CxA chairs and provides notes for these meetings. Minutes will be distributed within two (2) working days after the meeting, in accordance with the Division 1 specifications. Participants include the CC (Contractor), CxA, District Representative, Design Team, Test & Balancing Agency, the Design Builder's project manager, and key subcontractors and equipment suppliers as needed. Commissioning meetings shall be held in accordance with the following requirements.
- B. One Commissioning meeting will be held before start-up and / or functional testing of major equipment begins. The CC, the District Representative, the CxA, and all subcontractors listed as members of the Commissioning Team shall attend these meetings. The attendance of other commissioning team members may be required if necessary to efficiently address the meeting's agenda.
- C. While start-up and functional testing are occurring, weekly commissioning meetings shall be held at a regularly scheduled time. The CC, CxA, the District Representative, and subcontractors responsible for installing the system(s) shall attend these meetings. The Design Team members responsible for the design of these systems shall be available by phone. The attendance of other commissioning team members may be required if necessary to efficiently address the meeting's agenda.
- D. Commissioning Site Observations: The CxA will perform periodic site observations. Reports will be submitted to the District Representative. Copies will be simultaneously distributed to the rest of the commissioning team. Issues identified during the site observations will be logged in the master commissioning issues log

3.3 COMMISSIONING ISSUES LOG

- A. Issues identified during the commissioning process, including site observations, pre-functional testing verification and functional testing, will be logged in the commissioning issues log. The CxA will maintain the master log. For each issue, the CxA will make a recommendation regarding who they believe is in the

best position to provide the resolution. It is the Design Builder 's responsibility, however, to manage issue resolution, including the determination of how the issue will be resolved and who will do the work.

- B. Each issue in the list will be classified with a “status” of either “resolved”, “unresolved” or “resolved-unverified”. Resolved issues are closed – having either been addressed by the Design Builder and verified as corrected by the CxA, or accepted by The District. Resolved–unverified issues have been reported as resolved by the Design Builder, but are not yet verified by the CxA as resolved. Unresolved issues have not been reported as addressed by the Design Builder. Updated unresolved issues lists will be distributed to commissioning team.
- C. Materials and methods issues discovered during commissioning but that pertain to the design will be transferred to the Design Team for tracking through resolution. When the design team reports the issue resolved, the CxA will classify the issue as Resolved, without back-checking.
- D. When a commissioning issue is resolved the Design Builder shall submit the list with a written response describing when and how the issue is resolved. The CxA will then back-check the issue.

3.4 PREFUNCTIONAL TESTING VERIFICATION

- A. Contractor's Systems Readiness & Startup Activities: In preparation for the system readiness and startup, the Design Builder performs work in accordance with the Plans and Specifications, such as flushing and

pressure testing piping systems, TAB, startup and Design Builder QC testing. The CC coordinates the subcontractors to verify and document that:

- B. Piping and duct systems have been cleaned, flushed and tested in accordance with the Plans and Specifications
- C. Equipment is installed and placed into operation in accordance with the manufacturers' requirements and contract documents.
- D. The Design Builder shall perform equipment start-up per the accepted start-up plan and start-up forms. The Design Builder shall correct issues as they are discovered and submit the successfully completed start-up documentation to the District Representative.
- E. Equipment is accessible for maintenance, operation, and testing
- F. All necessary instrumentation and flow control devices are provided, and sensors are properly located
- G. Equipment startup is performed in accordance with the contract documents, the equipment manufacture's recommendations and good industry practices
- H. TAB is provided in accordance with the Plans and Specifications.
- I. CxA will perform Installation Verification Inspection to verify the relevant sections of the Contractor's SRC checklist for compliance.
- J. The CC shall coordinate with the contractors and suppliers accordingly. The District Representative shall receive a minimum of 10 working days advanced notice for any activity to be witnessed

3.5 SYSTEM READINESS DOCUMENTATION

- A. The CxA will prepare and furnish a Readiness Checklist for the Project.
- B. In response to the Readiness Checklist, the Design Builder's Commissioning Coordinator (CC) shall prepare and issue a System Readiness Manual (SRM), as specified
- C. The Design Builder's sub-contractors shall complete all necessary System Readiness Forms, which document that the equipment has been provided in accordance with the project requirements and is ready

for functional testing. The System Readiness Forms shall meet the project requirements and follow the general form, layout and completeness suggested by the specification sample.

- D. The Design Builder and sub-contractors completes and signs the forms and submits them for CxA review. The CC shall review and sign off on all System Readiness Forms prior to submittal to the District Representative.
- E. The CxA will review all System Readiness Forms and supporting documentation from installation and start-up activities.
- F. The Design Builder must have approval from the CxA to proceed with testing.

3.6 FUNCTIONAL PERFORMANCE TESTS (FPTs)

- A. Functional performance testing of commissioned systems shall begin after all critical issues discovered during the installation verification process have been corrected.
- B. The procedure for developing and performing the FPTs shall be as follows.
 - 1. The Design Builder shall provide the equipment and commissioning submittals as specified in the project documents.
 - 2. The Design Builder's sub-contractors shall draft the FPT procedures based on the sample specification document. The CxA will provide an outline of the FPT procedure upon request from the Design Builder. The draft procedures shall be submitted to the Commissioning Team for review. The System Readiness Forms shall meet the project requirements and follow the general form, layout and completeness suggested by the specification sample. The CxA, in consultation with the CC and District, will approve the final FPT procedures to be executed by the Design Builder's sub-contractors and witnessed by the CxA and the District Representative
 - 3. Each sub-contractor and equipment supplier shall participate in the development and performance of the associated FPTs. Each FPT participant shall provide written comments on the associated FPT regarding each of the following issues:
 - a. Verify that the procedures can be performed without compromising the safety of the participants.
 - b. Verify that the procedures can be performed without compromising the warranties of equipment, components, and systems.
 - c. Verify that the procedure is appropriate for the equipment, components, and systems as provided
 - d. At the Design Builder's option, make recommendations to incorporate the FPTs into the Design Builder's in-house startup and QC testing process.
 - 4. The CxA will review and comment on the sub-contractor's working drafts of the FPTs
 - 5. Subcontractors and suppliers shall provide the personnel, expertise and test equipment to operate and maintain the systems during testing.
 - 6. The Design Builder shall assure testing all systems within the commissioning scope of work, using the FPTs until the acceptable results as specified in the FPT procedure are verified and documented. If necessary to obtain acceptable results, the Design Builder may consult with the CxA to acquire clarification and resolve issues. The CxA will be available for on-site assistance of this nature.
 - 7. The Design Builder shall submit documentation that verifies that the acceptable results specified in the FPT procedures have been verified and that they are ready to demonstrate the FPTs with acceptable results. Acceptable documentation consist of completed FPT record forms which document acceptable FPT results, or indication on the Systems Readiness Checklists that the Design Builder's pre-functional testing has verified that functional performance testing of the equipment and associated system demonstrates the acceptable results specified in divisions 23 and 26.
 - 8. After the CxA has accepted the Design Builder's documentation of acceptable results, the FPTs shall be demonstrated to the CxA. If acceptable results are not demonstrated for an FPT, the Design Builder shall resolve the issue(s) and the demonstration shall be repeated.

9. The Design Builder shall verify and document acceptable FPTs results for all equipment components and systems within the commissioning scope of work.
10. The CC is responsible for scheduling and coordinating functional testing activities. The Design Builder shall demonstrate the functional performance tests after they have verified that performing the FPTs will yield the documented acceptable results. In addition to participating in functional tests developed by the CxA, the Design Builder shall be required to complete all start-up and testing procedures as specified elsewhere in the Plans and Specifications.

3.7 ISSUE CORRECTION

- A. Issues entered into the Commissioning Issues Log, shall be resolved by the Design Builder in a timely manner. The Design Builder shall submit a brief written statement of when and how each issue has been resolved, using issues response forms provided by the CxA.

3.8 PERFORMANCE PERIOD

- A. Functional performance testing shall include a performance period test plan, which includes measured variables and success criteria based on performance characteristics described in the Plans and Specifications. The CxA will provide the Control System Contractor with a list of required trend log definitions to be implemented as a basis for reviewing performance during this period.
- B. The Design Builder's sub-contractor shall review the performance period test plan and set up the trend log definitions from the CxA. The trending shall be provided by the Design Builder's sub-contractors in both a text and graphic format with related system parameters grouped together for easy comparison.
- C. The performance period shall be as specified in the FPTs. If failures are encountered, the performance period shall be aborted. After corrections are made, the performance period shall be re-started at day one.

3.9 SYSTEMS ACCEPTANCE

- A. Equipment and systems will not be accepted by the District until all commissioning activities, except Seasonal or Deferred Testing, are complete and the performance period standards have been met.

3.10 PROJECT CLOSEOUT

- A. Post construction Design Builder responsibilities include completion and submission of the Project Closeout Checklist for each commissioned system to the District Representative for review by the CxA, to verify completion of contractual obligations for the District. Project closeout requirements, tracking sheet and checklists are included in Schedule A located at the end of this section.
- B. Training on related systems and equipment operation and maintenance shall only be scheduled to commence after functional testing is satisfactorily completed, O&M manuals have been delivered and approved, and systems are verified to be 100% complete and functional. Each sub-contractor is responsible to provide a topical outline of all subjects to be covered in the training session(s), the expected length of time for the training sessions, and a brief resume listing the qualifications of the proposed training

presenters. The CC is responsible for coordinating training with the District and CxA and to verify execution of the training plan.

- C. Upon completion of all commissioning activities the CxA will prepare and submit to the District, the Final Commissioning Report detailing the commissioning plan and all commissioning activities and recommending acceptance. The CC shall support this effort by coordinating the, provided documentation.

3.11 DEFERRED AND SEASONAL TESTING

- A. Not used

3.12 SCHEDULE A**DESIGN BUILDERS COMMISSIONING CLOSEOUT CHECKLIST****INSTRUCTIONS:**

Design Builder's CC shall verify completion of all items, sign and return the checklist to the District Representative for review by the CxA as an indication of final completion with all installation criteria as specified in the Plans and Specifications.

PROJECT CLOSEOUT CHECKLIST:

- ☐ Training has been completed in compliance with specifications.
- ☐ O&M Manuals are complete and submitted.
- ☐ Warranties have been provided to District.
- ☐ Record drawings have been updated as-built.
- ☐ Required spares have been submitted to District and receipt of materials signed.
- ☐ Contractor considers all specified close-out requirements to be complete.

PLEASE NOTE: This checklist is not intended to represent all the requirements of the Plans and Specifications within this section. Completion of the items on this checklist does not release the Design Builder from their contractual obligation to complete all the work as detailed within the entire specification section.

Signed: _____ Date: _____ Company: _____



☐ **END OF SECTION 019115**

ALBANY UNIFIED SCHOOL DISTRICT
819 Bancroft Way
Berkeley, CA 94170

REQUEST FOR PROPOSAL
FOR DESIGN-BUILD SERVICES

Project:

Design-Build Construction Services
Ocean View Elementary School Re-build

1000 Jackson Street
Albany, CA 94706

October 11, 2018

1. RECEIPT OF PROPOSALS

- 1.1 District will accept Proposals in sealed packages from short-listed Design-Build Entities at District's office (819 Bancroft Way, Berkeley, CA 94710) on Friday December 14, 2018, before 2:00 pm. Proposals received on time will be time-stamped. District will reject Proposals received after the specified time and will return such Proposals to Design-Build Entities unopened.

2. INTRODUCTION

2.1 Seeking Design-Build Entity

The Albany Unified School District (District) is seeking proposals from short-listed Design-Build Entities (Proposers) to provide design and construction services for the project referenced above (Project). District will select a design-build entity team consisting of a general contractor, architect and key sub-consultants (collectively the Design-Build Entity or DBE) based on a Best Value methodology as specified and permitted by Assembly Bill 1358/Education Code Section 17250, including three confidential meetings for each DBE with the District's Stakeholder Committee.

2.2 Delivery Method

The delivery method for this Project is Design-Build with two phases.

Phase 1: Design and Preconstruction Services

Phase 2: Construction Services

There will be a separate Notice to Proceed (NTP) for each phase. Phase 1 will begin with Board approval of contract award based on successful Proposal including Guaranteed Maximum Price (GMP). Phase 2 will begin once the project plans and specs have been approved by the Division of State Architect (DSA).

3. REQUEST FOR PROPOSAL

3.1 Request For Proposal Documents

The Request For Proposal (RFP) and Attachments are available to download at:

Link sent to each DBE.

The following Attachments are part of the RFP:

- A. Bridging Document prepared by HY Architects
- B. Special Conditions
- C. Board Resolution on Sustainability
- D. Educational Specifications
- E. Geotechnical Investigation
- F. Hazardous Materials Survey
- G. Low Voltage, Audio Visual, Technology Criteria
- H. Seismic Upgrade Drawings for MPR
- I. Topographic, Utility and Boundary Survey
- J. Agreement for Design-Build Services
- K. DVBE Certification
- L. Non-collusion Affidavit
- M. Skilled Workforce Acknowledgement
- N. Conflict of Interest Policy Acknowledgement
- O. Bid bond Form
- P. Payment and Performance Bond Forms
- Q. Proposal Form

4. PROJECT DESCRIPTION

4.1 Description

This project is a public works project on the existing Ocean View Elementary School campus located at 1000 Jackson Street, Albany, CA 94706. It consists of demolition and replacement of school facilities including sitework, new utilities services and off-site improvements. Additionally, the DBE will be responsible for maintaining a safe environment in and around the project site to permit uninterrupted and safe operations for the adjacent uses for the duration of the project. The selected DBE will be responsible that the project meet all applicable Title 5 and CHPS Verified criteria.

Project Documents

- A. Criteria Documents. It is the intent of the District that the Work to be performed by Design-Build Entity as part of the Project shall be designed and constructed in accordance with the Criteria Documents set forth in Section 3.1. Design-Build Proposals shall conform to the Criteria Documents.
- B. Schematic Design Bridging Documents are provided for reference and as a guide to the District's programmatic goals. DBE is not bound to follow the design concepts included in the Bridging Documents in any specific manner. DBE shall remain responsible for the adequacy and completeness of all aspects of the program and final design. District will not consider favorably Proposals that reduce the program or proposed quality.

4.2 Project Requirements

- A. The District's Design/Build Construction Budget is \$28.0 million. In addition, the District will carry a 5.0% Design Contingency and a 5.0% Construction Contingency, which will be used only with the District's prior written approval. It is the District's goal to use a little as possible of its contingency funds through the course of the project.
- B. The District requires that the Project be Substantially Complete by May 7, 2021.
- C. Liquidated damages are Two Thousand Five Hundred dollars (\$2,500.00) for each calendar day beyond June 11, 2021 that Substantial Completion has not been achieved. Substantial Completion is defined as the District having beneficial occupancy of the entire facility as certified by the District's Project Manager.
- D. DBE is required to be licensed in the State of California with a 'B' license.
- E. DBE's Architect is required to be licensed in the State of California.

5. SCOPE OF DESIGN-BUILD ENTITY'S SERVICES

5.1 Contract Scope of Work

The specific scopes of work to be performed by DBE during the Phase 1 (Design and Preconstruction Services) and Phase 2 (Construction Services) are summarized below. This RFP summarizes and supplements work specified elsewhere in the Contract Documents. The Contract Documents are cumulative and shall be read together, and DBE shall provide services specified in the RFP, their proposal, and all other components of the Contract Documents.

5.2 No Guarantee for Award

There is no guarantee that District will award a contract for any portion of this Project, including Phase 1 (Design and Preconstruction Services) or Phase 2 (Construction Services). DBE will not be entitled to recover any costs, anticipated profit, or monetary awards for proposal preparation in the event the District decides not to award a contract or a Phase.

5.3 Collaboration

DBE shall work in collaboration and cooperation with District towards realizing a high quality Project.

5.4 Integrated Project Delivery

District encourages DBE to manage its relationships with the other members of the team in accordance with Integrated Project Delivery (IPD) principles and practices. The District does require any formal IPD design/management processes.

5.5 Wage Rates

DBE is required to comply with all applicable prevailing wage requirements and/or regulations. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, can be found online at www.dir.ca.gov and are deemed to be part of the RFP Documents.

5.6 DIR Registration and Compliance Requirements

The Design Build Contractor and the Subcontractors, of every tier, shall be registered with the Department of Industrial Relations pursuant to Labor Code §§ 1725.5 and 1771.1 for the duration of time that Contractor is performing the Work under the Contract Documents. Neither Contractor nor any Subcontractor shall be qualified to submit a Proposal or be listed in a Proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of Work under the Contract Documents unless currently registered and qualified to perform public work pursuant to Section Labor Code §1725.5. Contractor shall not enter into any subcontract without proof of the potential Subcontractor's registration. If an unregistered Contractor submits a proposal, the District will deem such proposal non-responsive. If any unregistered Contractor or Subcontractor performs Work on this Project at any time, the District has the right to terminate the Contract for cause.

5.7 Equal Employment Opportunity

DBE shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.

5.8 Non-Discrimination

DBE or any of its sub-contractors shall not discriminate on the basis of a person's actual or perceived race, religious creed, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation.

5.9 Design-Build Method of Project Delivery

DBE Shall comply with all requirements of Assembly Bill 1358/Education Code Section 17250, which governs the Design-Build method of project delivery being utilized by the District for this project.

5.10 Owner Controlled Insurance Program

Not used.

5.11 Phase 1 – Design and Preconstruction Services

A. Full Design Services

DBE shall provide complete architectural, engineering, and consulting services as required to complete the Project and all its details in accordance with good practice, applicable building codes, and this RFP. The complete design services shall be apportioned into Phase 1 Design and Preconstruction Services. DBE shall manage the services provided under the Agreement for Design-Build Services so that the transition between phases is seamless. The successful DBE will meet with the District's Stakeholder Committee, District Staff and Administration as many times as necessary and/or as requested by the District, including updates/presentations at Board Meetings in order to develop and complete the design and gain necessary approvals from the District. DBE will provide value engineering as required to meet project budget.

B. Design and Preconstruction Services Phase

Design and Preconstruction Services will be performed during Phase 1 of this Project. The Agreement for Design-Build Services will authorize all Phase 1 services, upon the issuance of the Phase 1 Notice to Proceed.

C. Project Construction Phasing

District may benefit if the Project construction is divided into phasing components in addition to any phasing indicated in the RFP or the Contract Documents. Examples of possible phasing components are: demolition, mobilization, relocation of underground utilities, site preparation, separated buildings, and landscaping. Retention release may be based on project phases with distinct schedule of values, NTPs and Notices of Completion (NOC). Phasing components shall be identified during the design phase by DBE and proposed to District. District is not obligated to accept proposed phasing components or revise the Project phases.

D. Project Phasing Documents

Upon District's acceptance of the DBE's recommended construction phases, the DBE will include the phases in its Construction Documents and schedule, and other conditions for each phase to allow each increment to be initiated, completed, and accepted in accordance with the Contract.

E. Construction Documents

DBE shall develop and review the Construction Documents with District, taking into account quality of materials and equipment to ensure a high quality design, which is achievable within the accepted GMP. DBE design decisions made during Phase 1 shall be based on construction materials, methods, systems, phasing, and costs that will provide the highest quality building within the accepted GMP and schedule.

The Contract Documents shall identify the design codes, standards, and requirements used for the development of the plans, including the edition and applicable sections.

The Construction Documents shall include a quality control program and an implementation plan to ensure that the completed Project complies with the approved design. The design professional-of-record shall specify within the Construction Documents all tests and inspections that are required by the building code and those that are appropriate to achieve compliance with the Contract. DBE shall retain the design professional-of-record to provide construction administration services in a professional capacity. These services shall include shop drawing review, response to requests for information regarding the Construction Documents, and periodic visits to the site to observe the quality of the Work.

The final, approved-for-construction set of Construction Documents shall be signed and stamped by the California-licensed professionals who prepared the documents, and who shall certify their compliance with all applicable codes, standards, practices and regulations. The DBE shall retain full responsibility for the design.

F. Identify Potential Risk Factors

DBE shall identify Project risks, which are conditions or events that could negatively affect the Project scope, quality, schedule or cost. DBE shall evaluate the risk to include severity of impact, probability of occurrence and other factors as DBE deems appropriate and recommend ways to manage or mitigate each risk. DBE shall present the risk analysis in a risk matrix format.

G. Scheduling

DBE shall provide a detailed CPM Project Schedule during the Design and Preconstruction Services Phase, updated once per month, representing all tasks necessary to complete the Project.

DBE shall provide the following durations in the project schedule for reviews and approvals:

1. For schematic design, design development, and construction documents, allow 5 calendar days for District review of each.
2. For Local Fire Marshal, UC Berkeley, CDE, CGS, DSA and other government agencies, allow sufficient time as required by the reviewing agency.

H. Design and Preconstruction Phase Investigation and Preparatory Work

DBE shall assess the type, quantity, and quality of the available information describing existing site conditions. DBE shall make recommendations to the District regarding supplemental site surveys if

more information is needed.

I. Testing and Inspection

Testing and inspection of the Project's construction will be performed and paid for by District. DBE shall coordinate and cooperate with District's inspection and testing agencies.

J. Subcontractor Procurement Methodology

DBE shall procure all trade contractors that were not identified as members of the DBE team in its Proposal in accordance with Assembly Bill 1358/Education Code Section 17250.

5.12 Phase 2 – Construction Services

A. Issuance of Phase 2 Notice to Proceed

The District shall issue the Phase 2 Notice to Proceed within 5 days of receiving Board Approval after DSA approval of the construction documents has been granted.

B. Conduct Preconstruction Conference

District and DBE shall co-conduct a preconstruction conference with the trade contractors, design personnel, and appropriate District staff. The preconstruction conference agenda will include site logistics, schedule, parking, staging, safety, job procedures for clarifications, change orders, shop drawings, progress payments, field testing and inspection, and preparation and distribution of preconstruction conference notes.

C. Update the Project Schedule

DBE shall update the CPM Project Schedule monthly. Contractor payments may be withheld or adjusted by District if acceptable CPM Project Schedules are not provided monthly.

D. Make Presentations

DBE shall assist District in reporting Project progress to oversight entities at regular intervals. DBE shall prepare occasional presentations as requested by District regarding issues of special importance.

E. Notices to Proceed

DBE shall not proceed with any given phase of construction until the District issues a Notice to Proceed for that phase. Conditions for the issuance of an NTP include completion of plan checks required for that phase, verification of conformance to the Contract Documents, verification of required bonding and insurance, and confirmation that project cost is within project budget.

F. Project Closeout

DBE shall conform to the requirements as indicated the Contract Documents.

6. DESIGN-BUILD ENTITY SELECTION PROCESS

- 6.1 The District will select the Design-Build Entity from the previously short-listed Teams based on a Best Value methodology as specified and permitted by Assembly Bill 1358/Education Code Section 17250, including three confidential meetings for each DBE with the District's Stakeholder Committee. Award of the Design-Build Contract will be made to the Proposer whose Design-Build Proposal is determined by the District to be overall the best value to the District. The District reserve the right to reject any and all proposals.

6.2 Selection Process Schedule and Proposed Project Schedule

Schedule of Activities	Date	Time
Shortlisted DBEs notified	9/28/18	
RFP distributed to shortlisted DBEs	10/11/18	
Prep Meeting with DCA	10/15-16/18	
Confidential Meeting #1	10/19/18	
Confidential Meeting #2	11/02/18	
Confidential Meeting #3	11/16/18	
Cut-off to submit RFP questions/clarifications	11/16/18	5:00pm
Addendum to RFP issued (if necessary)	11/26/18	
Final Presentation of Proposal	12/07/18	TBD
Design-Build Proposal Due	12/14/18	2:00pm
Follow-up Interviews (if necessary)	TBD	
Best and Final Offers due (if necessary)	TBD	
Board approval of Contract Award	1/22/19	
Notice to Proceed – Phase 1	1/23/19	
100% Schematic Design Submittal & Cost Update	TBD	
50% Design Development Submittal & Cost Update	TBD	
100% Design Development Submittal & Cost Update	TBD	
50% Constr. Documents Submittal & Cost Update	TBD	
90% Constr. Documents Submittal & Cost Update	TBD	
Submittal to DSA	7/22/19	
DSA Approval	11/29/19	
Construction Start	1/06/20	
Substantial Completion	5/07/21	
District FF&E Move-in	5/10/21	
Final Completion	6/18/21	

6.3 Changes to the Selection Process Schedule

The District reserves the right to change any and/or all of the dates stated above.

6.4 Proposed Project Schedule

Proposers shall confirm they can meet project Submittal to DSA, DSA Approval, Substantial Completion and Final Completion as outlined above. If Proposer can not meet these milestones, that should be clearly stated and alternate dates must be proposed.

6.5 Project Scheduling

DBE is invited, during Phase 1, to suggest ways to save time or cost by phasing, re-sequencing the

construction phase, or changing the construction durations. If District approves a change to the duration or phasing of the Project, DBE compensation may be revised.

7. MANDATORY PRE-RFP MEETING

District will conduct one mandatory Pre-RFP Meeting with each DBE, which will be scheduled with the District's Project Manager at mutual convenience.

8. DISTRICT REPRESENTATIVE / QUESTIONS

8.1 District's Representative

District's Representative for the Design-Build Entity Selection Process is:

Juan Barroso, Program Manager

jbarroso@dcaaia.com

All questions and requests for clarification during the selection process must be in written form via email the the District Representative. Verbal communications will not be considered binding. Only written communications issued by District Representative will be considered binding.

8.2 Clarifications and Questions Regarding this RFP

All communications regarding this RFP including requests for information or clarification of the intent or content of this RFP must be submitted via email to the District Representative listed in Section 8.1. All questions related to the RFP must be submitted no later than Friday, November 16, 2018, at 5:00pm. Questions received after this due date will not be accepted or responded to. If necessary, the District will issue an Addendum to the RFP to all shortlisted teams by Monday, November 26, 2018. Only the District's Representative is authorized to answer questions relative to this RFP. Information obtained verbally from any other source has no authority, may not be relied upon, and shall have no standing in any event that may occur.

9. DESIGN BUILD PROPOSAL REQUIREMENTS AND SCORING

9.1 Design-Build Proposal Submittal

District will accept sealed Proposals no later than the time and date indicated in Selection Process Schedule. Proposals shall be divided into two separate submittals, the Technical Proposal and the Guaranteed Maximum Price Proposal. Each submittal shall be submitted in a separate envelope or package and be clearly marked as required below.

A. Technical Proposal Submittal

Submit four (4) complete sets of the Technical Proposal and one electronic PDF copy (one file) on a flash drive in a sealed package, with the following clearly marked on the outside:

"Proposer's Firm Name"

"Technical Proposal – Ocean View Elementary School Re-build"

B. Guaranteed Maximum Price Proposal Submittal

Submit one (1) complete set of the Guaranteed Maximum Price Proposal in a sealed envelope with the following clearly marked on the outside:

"Proposer's Firm Name"

"Guaranteed Maximum Price Proposal – Ocean View Elementary School Re-build"

9.2 Delivery of Proposals

Proposals must be delivered to the address below as set forth in the Selection Process Schedule. Proposals delivered to other places will not be considered.

Albany Unified School District

819 Bancroft Way
Berkeley, CA 94710
Attention: Ms. Jackie Kim, Chief Business Official

9.3 Responsibility for Timely Delivery of Proposals

The Proposer is solely responsible for ensuring delivery to the submittal location no later than the date and time specified. Use of the United States Postal Service, campus mail system, express or overnight delivery, or any other service, shall not relieve the Proposer from the requirements of meeting the specified deadline at the specified location. District will return unopened any Proposal received after the due date and time.

9.4 Proposer's Cost

Each Proposer acknowledges and agrees that the preparation of all materials for submittal to District and all presentations, related costs and travel expenses are at the Proposer's sole expense, and District is not, under any circumstances, responsible for any cost or expense incurred by the Proposer. District intends to offer a stipend of \$15,000 to the two DBEs who are not selected to move forward with design and construction of the project. DBEs must sign a stipend agreement upon acceptance of the stipend.

9.5 Selection Policy

It is the policy of District that the selection of DBE to provide professional design and construction services for this Project is based on the proposal that provides the "best value" to the District as defined in this RFP.

9.6 Evaluation and Scoring of Proposals

District shall date and time stamp Proposals on receipt. Proposals will not be opened publicly, but may become public as described in subparagraph 11.12 Public Records Request below. The District will evaluate each proposal to determine its responsiveness to the District's requirements. Each question will be scored against an ideal Proposal in the opinion of the District; the ideal Proposal would receive the maximum number of points possible as indicated. If all requested information is not provided, the Proposal may be considered non-responsive.

9.7 RFP Compliance Check

If proposals do not meet minimum submittal or content requirements herein, do not meet overall qualification standards, take unacceptable exceptions to the RFP requirements, or violate prohibitions in Public Contract Code dealing with conflict of interest, then District may deem the proposal non-responsive and eliminate the Proposer from further consideration.

9.8 Confidential Meetings

Before the Technical and Guaranteed Maximum Price Proposals are submitted to District, three Confidential Meetings with each Proposer will take place as described herein. District may issue RFP addenda to all respondents based on the product of the Confidential Meetings.

- A. The proposer will manage its confidential meeting with District. Each meeting will be for no longer than 1.5 hours. The Proposers may use their time to ask question about the Project, the District's goals and preferences, possible approaches to the work, and receive feedback. The District expects Proposers to present graphically their understanding of the project, program, scope of work, materials, systems, including alternate designs in order to receive feedback from the District on preferred approaches/solutions.

9.9 Proposal Analysis

The District will analyze each technical proposal to score the proposals in the categories set forth below. As part of its evaluation, the District may, at its sole discretion, elect to have further meetings to clarify the Proposal with any or all Proposers.

9.10 Best and Final Offers

After the post-proposal meetings, if any, are completed, the District may request any or all Proposers to submit a Best and Final Offer (BAFO) to the District.

9.11 Scoring Calculation

The winner will be the Proposer with the highest combined Technical and Guaranteed Maximum Price scores. In the event of a tie for first place in the total score, the winner will be the tied DBE with the lowest proposed Guaranteed Maximum Price. If the proposed Guaranteed Maximum Prices are equal the winner will be selected by a coin toss in the presence of both parties and managed by District. District requires that the tied Proposers agree to the coin toss procedure in writing before the toss.

9.12 Technical Proposal Requirements

A. Intent of Technical Proposal

District's intent for the technical proposal is to determine the Proposer's ability to successfully deliver the Project using the Design-Build project delivery method. It is District's goal that this Project implement a highly collaborative form of design-build that will require the successful DBE to work closely with District during each phase to deliver a high quality project on time and within the accepted GMP.

B. Required Content of Technical Proposals

Proposers shall submit Technical Proposals that include all the following information. Proposers shall adhere to the following organization in their Proposals by providing tabs for sections as listed below.

Technical Proposal Requirements

Introduction Section (No tab required)	0 Points
<ul style="list-style-type: none"> ▪ Cover Letter providing each of the following: 1) referencing the RFP and confirms that all elements of the RFP have been read and understood; 2) confirming that DBE's Proposal is in response to this RFP and agrees to enter into Phase 1 Design and Preconstruction Services and Construction Services contracts if selected, and all information in the Proposal is accurate under penalty of perjury; and 3) signed by an individual authorized to contractually bind the Proposer. ▪ Table of Contents 	
Tab 1 – Overall Project Approach	5 Points
<p>Proposer shall provide a narrative describing how it intends to make this Design-Build project successful. Items to discuss in this section should include the following:</p> <ol style="list-style-type: none"> 1. What makes your Design-Build team uniquely qualified to provide the greatest quality of design and construction within the District's budget? 2. What processes and/or systems do you propose that will bring value and quality control to this project? 3. Sustainability and energy efficiency are priorities for the District. How to do you propose to meet the District's sustainability and energy efficiency goals? 4. Describe your experience with CHPS Verified projects. How many CHPS Verified projects has the Design-Build team completed. Identify who on the team will be responsible for the CHPS process. 5. Describe how you propose to incorporate furniture layouts into your design process. Identify who on the team will be responsible for furniture layouts. 6. Describe your process for updating the District of cost impacts of design decisions by the District during the design process. Identify who on the team will be responsible for cost estimating and cost updates. 7. Describe your process for managing CDE review/approval, CGS review/approval, local Fire Marshall review/approval, coordination with the 	

various utility service providers, coordination with City of Albany and UC Berkeley for off-site improvements.

8. Describe your approach to developing and reviewing the design and construction documents with the District. Describe your process for obtaining District approvals of systems and materials.
9. How will mock-ups be used to determine the level of craftsmanship and workmanship required to meet the District's requirements for quality.
10. Provide comments, responses, approaches to meeting the list of Special Conditions provided with the RFP
11. Describe the specific preconstruction activities and timeline to be provided during the design phase

Tab 2 – Experience of Project Team & Staffing Plan

5 Points

Provide information regarding the organization of the Project staff that will be used to successfully deliver this Project. Define the key personnel of each team component and how the team will be managed, the decision-making process within the DBE, and the qualifications of the key personnel. At minimum, include the following:

- A. Project Organization – Provide an organization chart that defines the Project management and staffing plan – key personnel -- for the design and construction portions of the Project and include:
 1. A narrative of how the staff will function during each of the respective phases and personnel change for each phase.
 2. Each position within the Project organization and the role and responsibilities of the individuals,
 3. The individual team members/position within the organization that will be on the Project for the entire duration of the delivery or whether a specific position will not be required for the entire Project delivery.
- B. In-House Capabilities – Identify in-house expertise within each company on the Design-Build team and describe how they may be implemented on this Project.
- C. Submit a table showing the planned staffing assigned to the Design and Preconstruction Services phase. The table shall list all individuals assigned to perform work directly on the Project and indicate name, job classification, existing employees, or employees to be hired, or non-employees (independent consultants), the hours each individual is assigned to the Project during the pre-construction phase, and the total of all hours planned to be expended during the pre-construction phase.
- D. Submit a table showing the planned staffing assigned to site management during the Construction Services phase. The table shall list all individuals assigned to perform work directly on the Project and indicate name, job classification, existing employees, or employees to be hired, or non-employees (independent consultants), the hours each individual is assigned to the Project during the construction phase, and the total of all hours planned to be expended during the construction phase.

Tab 3 - Approach to Meeting Schedule

5 Points

Include a summary level schedule illustrating how DBE intends to manage the Project. Provide a schedule and narrative for the Design and Preconstruction

Services Phase and Construction Services Phase services and include at a minimum the following:

- A. Can your team meet the District's schedule?
- B. A CPM schedule that integrates critical major design and critical major construction activities.
- C. Illustrate an understanding of District's academic calendar, operations, and processes, required Project approvals, and durations for reviews.
- D. Coordination of the project milestones with critical approval, review and activity links.
- E. Identifies sequences and relationships for critical submittals and shop drawings.
- F. Identify commissioning, punchlist, closeout, DSA certification activities in your CPM schedule.

Tab 4 - Life Cycle Costs/Net Zero Energy Analysis

5 points

The District recognizes that the Design Build proposals will not include a full design within the proposal and therefore a full life cycle analysis of the proposed systems is not practical at the time of submittal. The District has a focused interest in the total cost of ownership of the building over its expected life and desires a lower cost over the life of the building. The District wants this project to be highly energy-efficient, sustainable and Net Zero Ready. Design-Build Proposals shall include information to demonstrate their design approach to Life Cycle Costs and Zero Net Energy Ready.

Describe the team's approach to designing major systems as well as finishes with consideration for its first cost, estimated life, annual maintenance cost, operation cost and projected replacement time.

Teams should state their approach to energy modeling of the building, continuous commissioning, and the expected design energy use intensity of the building(s).

Similarly, District desires highly durable finishes within the available budget. Teams should discuss their approach to evaluating and selecting finishes on the basis of total life cycle.

Tab 5 – Design Concepts and Proposed Building Systems

10 Points

Submit 24x36 size drawings or renderings (and an electronic PDF version) that best reflect the DBE's vision of the project, including typical exterior and interior views, that not only delivers the program, but addresses the Special Conditions provided as part of the RFP. The design shall complement the community context in scale, massing, color and finishes. Provide a narrative describing in detail the materials and systems being proposed with particular attention to the Special Conditions.

Tab 6 – Exceptions & Qualifications

5 Points

Any exceptions or qualifications to the requirements of the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions or clarifications, the Proposer must expressly state that no exceptions or clarifications are taken.

Confidential Meetings (no response required)

20 Points

The District's Stakeholder Committee will evaluate each Proposer during the three

confidential meetings on the following factors:

- A. Understanding of the District's goals for this project.
- B. Proposed solutions/approaches to address Special Conditions.
- C. Team's ability to communicate effectively and engage with the Stakeholder committee.
- D. Team's understanding of Ocean View Elementary School's educational program needs as demonstrated by proposed solutions.
- E. Team's demonstrated experience/expertise with this type of project.
- F. Other factors the Stakeholder Committee may determine.

Reference Checks (no response required)	5 points
The District will call references provided and other references to assess the team's past performance on similar projects. This may include the General Contractor, Architect and Sub-consultants together or separately. Reference checks will be documented and ranked to establish the point value for each.	
Total Maximum Technical Points	60 POINTS

9.13 Guaranteed Maximum Price Proposal Requirements

A. Contents of Guaranteed Maximum Price Proposal Submittal

The Proposer shall provide a Guaranteed Maximum Price Proposal as part of the DBE selection process.

B. Guaranteed Maximum Price Proposal Form

The Guaranteed Maximum Price Proposal shall be submitted on the attached Proposal Form. Guaranteed Maximum Price shall include Phase 1 and Phase 2 costs as lump sum.

Phase 1 – Design and Preconstruction Services:

1. Provide a lump sum amount to cover all Phase 1 services, including:
 - (a) Full design services, fees for architect, engineers, sustainability consultant, furniture designer, other consultants, design-build and/or design assist trade contractors, and others.
 - (b) Phase 1 Design and Preconstruction Services including estimating, scheduling and constructability reviews for DBE, CHPS, subcontractors, consultants and others.
 - (c) All required meetings with District Stakeholders and Administration to provide updates on design and gain approvals to proceed, including public presentations to the Board. All required meetings with agencies and utilities, including providing project information, having jurisdiction over the project.
 - (d) All services related to implementation of a CHPS Verified project.
 - (e) Management, overhead and profit, insurance and bonds on design and preconstruction services.
2. Payment will be based on percent of completion of the required scope of work, in accordance with the payment schedule included in the Contract.

Phase 2 – Construction Services:

3. Direct Construction Costs
4. General Conditions Costs
5. General Liability, Workers Compensation, Builders Risk Insurance Costs

6. Payment & Performance Bonds
7. Overhead & Profit
8. Design services and consultants as needed for construction administration and project close-out

Contingencies:

Design Contingency: District will carry a 5.0% design contingency which can be used for District-requested changes only with the District's prior written approval. DBEs may carry a contractor-controlled contingency for design issues not requested or initiated by the District, which include changes required to achieve code compliance.

Construction Contingency: District will carry a 5.0% construction contingency which can be used for District-requested changes or unforeseen site conditions only with the District's prior written approval. DBEs may carry a contractor-controlled contingency for design issues not requested or initiated by the District, which include changes required to achieve code compliance.

- C. **Guaranteed Maximum Price Scoring:** Proposers will be scored based on the Guaranteed Maximum Price Proposal. Guaranteed Maximum Price Proposals will be scored in direct relation to their variance from the lowest Guaranteed Maximum Price based on the following formula for a maximum of 40 points:

$$\text{Price Proposal Score} = 40 \times (L / P) \times (M_L / M_P)$$

Where: P = Proposer's Guaranteed Maximum Price Proposal

L = Lowest Guaranteed Maximum Price Proposal

M_L = Lowest Total of all % Mark-ups on Proposal Form

M_P = Proposer's Total of all % Mark-ups on Proposal Form

9.14 Other Proposal Requirements

The Proposal must contain the following, fully completed (and where applicable, executed) documents. The District will reject as non-responsive any Proposal submitted without these documents:

- A. Bid Bond
- B. DVBE Certification
- C. Non-Collusion Affidavit
- D. Skilled Workforce Acknowledgement
- E. Conflict of Interest Policy Acknowledgement
- F. A letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of A-IX or better, confirming that surety has agreed to provide Design-Build Entity with performance and payment bonds in accordance with the requirements set forth in the Contract Documents (Construction Performance Bond) and (Construction Labor and Material Payment Bond), with minimum penal sums in the amounts set forth therein.
- G. If the DBE is a privately held corporation, limited liability company, partnership or joint venture, a listing of all of the shareholders, partners or members known at the time of submission who will perform work on the project.
- H. If the DBE is a corporation, limited liability company, partnership, joint venture, or other legal entity, a copy of the organizational documents or agreement committing to form the organization.
- I. A financial statement that ensures the DBE has the capacity to complete the project.
- J. A list of Subcontractors the DBE is including on its team as part of submitting this Proposal. Include legal company name, trade, address, phone number, contact person, CA contractor's license number,

DIR registration number, EMR for last three years.

- K. Hourly Labor Rates for all staff classifications who will perform work on the project. This shall include staff for general contractor, subcontractors listed on the Proposal, architect and consultants.

10. PROJECT AWARD AND COMMENCEMENT

10.1 Announcement of Award

Upon completion of District's evaluation and ranking of all Proposals, including without limitation all required action by the District's Board of Trustees, District will award a Design-Build contract to the highest ranked Proposer and a Notice to Proceed with Phase 1 Services. A Notice to Proceed with Phase 2 Services will occur only after the Division of State Architect has approved the Construction Documents for the project.

10.2 Post-Notice of Award Requirements

After Notice of Award, the successful Design-Build Entity must submit the required documents specified in the notice to District no later than 5:00 p.m. on the tenth (10th) calendar day following receipt of the notice. Execution of the Contract is dependent upon approval of these documents. The successful DBE should be prepared to commence work immediately following execution of the Contract and receipt of the Notice to Proceed with Design. In the event contract award is unsuccessful with the first selected Proposer, District may choose to award the contract to the next Proposer in the ranking.

11. OTHER TERMS AND CONDITIONS OF THE RFP PROCESS

The District expressly reserves the unqualified right to undertake any of the following if advantageous to the District:

- 11.1 Accept or reject any or all of the submitted Proposals;
- 11.2 Waive or decline to waive any and all defects as to form, content, informalities, minor technical inconsistencies and/or irregularities in any Proposal or the RFP process;
- 11.3 Terminate the RFP process at any time;
- 11.4 Modify and/or suspend any and all aspects of the RFP at any time;
- 11.5 Reissue the RFP;
- 11.6 Extend the time frame for submission of the Proposal to any firm;
- 11.7 Request clarification of information submitted and/or request additional information from any or all submitting Proposers;
- 11.8 Hold all Proposals for a period of ninety (90) days after the deadline for receipt of Proposals;
- 11.9 Decline to enter into a contract with any Proposer;
- 11.10 Conduct personal interviews, negotiations and/or request Best and Final Offers, from any or all Proposers during the RFP process before making selection of the successful DBE;
- 11.11 The Proposals submitted in response to this RFP will become the property of the District and may be used by the District in any way it deems appropriate;
- 11.12 While the information submitted in Proposals will become a public record after award of the contracts, the reviewed and audited financial information submitted by a Proposer will remain confidential and will not be disclosed in response to any Public Record Act Request or similar request for information. District will use these documents as part of the basis of scoring and evaluating Proposers. District reserves the right to verify and check information submitted from all other sources available to District. District's decision will be based on objective evaluation criteria as set forth in the RFP Documents;

- 11.13 Acceptance of any Proposal will take into consideration the reliability of the Proposer, past documented performance of the Proposer, and all of its proposed team members and sub-consultants, and the appropriateness of the information provided. The District will, in the exercise of its discretion, be the sole judge in the determination of the quality and appropriateness of Proposals. The District's decision will be final;
- 11.14 All costs for preparation, submission and/or delivery incurred by the Proposer are the sole responsibility of the Proposer and will not be paid by the District. The District will not be liable for any costs incurred in the preparation of Proposals or incidental to the preparation and presentation of Proposals, either orally or in writing. Any costs incurred in the preparation of the Proposal, in the submission of additional information, and/or in any other aspect of the Proposal before the award of the contracts will be borne by the Proposer;
- 11.15 Proposals that are submitted with conditional clauses, alterations, items not called for by the RFP, or irregularities of any kind are subject to rejection by the District as non-responsive, at its option;
- 11.16 By submitting a Proposal, the Proposer acknowledges that Proposer has investigated and satisfied itself as to the conditions affecting the work of the Project. The District shall not be responsible for any conclusions or interpretations made by a Proposer of the information made available by the District;
- 11.17 The submission of a Proposal shall be prima facie evidence that the Proposer has full knowledge of the scope and nature of the work and services to be performed. The receipt by the District of a Proposal will indicate that the submitting Proposer understands the requirements and shall supply the work and services required;
- 11.18 The District reserves the right to require that the Proposer demonstrate that Proposer has the skills, equipment, and other resources necessary to satisfactorily perform the nature and magnitude of work and services necessary to complete the Project within the proposed contract/project schedules;
- 11.19 The Proposer shall furnish the District with such additional information as the District may reasonably require and request;
- 11.20 The District will require the selected DBE to have a valid California Architect's License and a valid Contractor's B License issued by the state of California, appropriate valid professional licenses, and to provide evidence of appropriate insurance and bonding coverage/capacity;
- 11.21 At the end of the RFP process, the District will require the selected DBE to enter into a Design Build contract prepared by the District
- 11.22 Proposals received after the time and date specified, whether delivered or mailed, may not be considered and may be returned to the Proposer unopened, at the sole discretion of the District. It is the sole responsibility of each Proposer to ensure that its Proposal arrives at the required location before or at the time and date specified;
- 11.23 No individual or firm responding to this RFP shall obtain any claim or cause of action against the District by reason of any aspect of the RFP, defects or abnormalities contained herein, defects or abnormalities in the selection process, the rejection of any Proposal, the acceptance of any Proposal, any statements, representation, acts or omissions of the District, the exercise of any discretion by the District in connection with any of the foregoing, or any and all other matters arising out of all or any of the foregoing;
- 11.24 A contract may be awarded to one of the short-listed DBEs through the RFP process. The District reserves the right to increase the number of Finalists if the District determines it is in the District's best interest to do so;
- 11.25 Proposers and their Design Team Members, Sub-consultants and Subcontractors shall not communicate, either verbally or in writing, with: (1) any member of the RFP Selection Committee; (2) any consultant or professional retained by the District for the purpose of providing the District or College advice or professional services in respect to the Project, the Request for Proposal process or the Award of the Contract; or (3) any trustee, officer, employee or representative of the District or College with respect to any matter relating to the Project;

- 11.26 Any Proposer may, at its own expense, conduct investigations of the Sites, including Existing Improvements located on the Sites, provided that: (1) Proposer requests in advance and in writing, and receives, permission from the District to conduct such investigations, which permission may be granted or withheld by the District in its sole and absolute discretion, but which if permitted for any Proposer will be permitted on the same conditions for all Proposers; (2) Proposer provides evidence satisfactory to District of appropriate insurance coverage required by the terms of the Access, Indemnity and Release Agreement; and (3) a complete copy of any reports (including, without limitation, all opinions, data and recommendations) generated from Proposer's investigation, if any, is provided to District with the Proposer's submission of its Design-Builder Proposal. Failure by a Proposer to comply with these or any other terms of the Access, Indemnity and Release Agreement may be deemed by District, in its sole discretion, as a material noncompliance with the requirements of the RFP Documents and, as such, grounds for disqualification. Exploration of conditions below the surface of the ground or that involve destructive examination of Existing Improvements will only be allowed if approved in writing by District in advance of their being performed. If such approval of subsurface exploration is given, it shall be conducted under the supervision of a licensed soils or geotechnical engineer;
- 11.27 The District reserves the right, but shall not have the obligation, after the deadline in the RFP schedule for submission of DBE Proposals, to request submittal of Best and Final Offers. If, after receipt and review of one round of Best and Final Offers, the District determines that it is in its best interests to do so, it may request one or more additional round of Best and Final Offers, with or without further Discussions or Negotiations. There is no limit to the number or rounds of Best and Final Offers that may be requested by the District. A request by the District for Best and Final Offers shall be in writing and accompanied by (if necessary) any additional instructions to the Proposers regarding the procedures, content, format, and timing for submission thereof. If a request for Best and Final Offers is made by District, each Proposer shall thereafter submit a Best and Final Offer prior to the deadline set forth in the District's written request. If a Proposer in response to a request by District for submission of Best and Final Offers intends to make no change to its DBE Proposal as amended by any prior-submitted Best and Final Offer, then such Proposer shall include in its Best and Final Offer a statement that (1) identifies, by title and date of submission to District, its DBE Proposal and all prior-submitted Best and Final Offers and (2) referring to such DBE Proposal and prior-submitted Best and Final Offers, states that there is "no change" thereto. If a Proposer in response to a request by District for Best and Final Offers intends to submit a Best and Final Offer that involves a change, addition or deletion to any portion of its DBE Proposal or to a Best and Final Offer previously submitted by the Proposer, then the Proposer shall include in its Best and Final Offer a statement that (1) identifies, by title and date of submission to District, its DBE Proposal and all prior-submitted Best and Final Offers and (2) sets forth by reference to page, paragraph and line of the portion of the DBE Proposal or any prior-submitted Best and Final Offer being amended, all of the words being deleted from and/or added to the DBE Proposal and prior-submitted Best and Final Offer. Best and Final Offers shall include an acknowledgement of any RFP Addenda issued after the deadline in the RFP schedule for submission of DBE Proposals and prior to the deadline for submission of such Best and Final Offer. Best and Final Offers shall comply with the requirements of this RFP;
- 11.28 Following the ranking of proposals after submission of BAFOs, the District may, at its sole discretion, elect to proceed with award of the Contract without negotiations, or it may proceed with negotiations with the Proposers. Negotiations may involve any aspect of Proposer's Proposal (Technical or Guaranteed Maximum Price Proposal) and any provision of the Contract Documents including scope of work, terms and conditions. The District may also initiate negotiations to reduce costs to meet budget. Because the District has the right to award the Contract without negotiations, all Proposers must commit to entering into the Contract based upon their Proposals submitted in response to this RFP. Any decision to commence negotiations regarding the Contract and any topics of negotiation are at the District's sole discretion.

- 11.29 District reserves the right at any time to request in writing from any Proposer, or all Proposers, clarification of any information contained in a DBE Proposal or Best and Final Offers. Requests for clarifications are discretionary with the District and, although they generally are used only if Discussions or Negotiations are not conducted, may be issued at any time (whether or not Discussions or Negotiations are conducted) after the deadline in the RFP schedule for receipt of DBE Proposals and prior to Award. Nothing stated herein or elsewhere in the RFP Documents shall be interpreted as obligating the District to request further clarification from any Proposer or as obligating the District to seek the same or similar clarification from other or all Proposers. Requests by the District for clarification shall be responded to by the Proposer to whom they are directed within three (3) Days after the date of receipt thereof by the Proposer. Responses to such requests by District shall be limited to clarifying the portion of the DBE Proposal or Best and Final Offer described in the District's request. Responses shall not include changes to a DBE Proposal or a Best and Final Offer. Information provided in a response to a request for clarification that does not comply with the requirements of this paragraph will not be considered;
- 11.30 Without limitation to any of the District's other rights under the RFP Documents or Applicable Laws, the District reserves the right to reject any DBE Proposal that contains any information that is false, incorrect, materially incomplete or misleading, is not accompanied by documents required by the RFP Documents to be submitted with a DBE Proposal, or is in any way incomplete or irregular. The District further reserves the right, before or after evaluation and scoring of DBE Proposals or Best and Final Offers, to withdraw its Request for Proposal and/or reject all DBE Proposals or Best and Final Offers;
- 11.31 Award of the Contract is subject to availability of funds. In the event that funds are not available, District shall have the right, without any liability to any Proposer, to decline to execute the Contract;
- 11.32 No changes in or additions to DBE Team Members shall be permitted at any time during the RFP process, except with the prior written authorization of the District, which authorization may be granted or withheld in the District's sole and absolute discretion;
- 11.33 Consultants or Sub-consultants to the District who are participants or advisors to the District in respect to the bridging documents and/or design-build selection process for the Project, shall not be allowed to participate as a DBE Team Member or as a Sub-consultant or Subcontractor, of any Tier, to a DBE;
- 11.34 All DBE Proposals and Best and Final Offers must be submitted, filed, made and executed in accordance with Applicable Laws whether the same are expressly referred to herein or not;
- 11.35 Proposers shall identify in their DBE Proposals and Best and Final Offers any portions thereof with respect to which the Proposer holds any patent right, including, without limitation, the number and date of issuance of the patent;
- 11.36 DBE Proposals and Best and Final Offers are nontransferable and cannot be assigned;
- 11.37 District reserves the right, exercised in its sole discretion, prior to Award, to unilaterally change, by addition, modification or deletion, any of the terms of the Contract Documents or General Conditions by issuance of an RFP Addendum setting forth the substance of such change;
- 11.38 DBE Proposals and Best and Final Offers shall not contain, nor be conditioned upon acceptance of, any exceptions, changes or additions to the terms and conditions of the DBE Contract Documents or General Conditions, other than changes that have been approved and ordered by District by means of a previously issued RFP Addendum. Statements contained in a DBE Proposal or Best and Final Offer to the effect that a price is based on certain "assumptions" that are not part of the specific requirements of the RFP Documents shall be deemed to constitute an impermissible qualification in violation of the requirements of this paragraph and be grounds for disqualification.
- 11.39 Following Award of Contract, District may prepare a conformed Project Manual reflecting Addenda issued during proposal period, which will, failing objection, constitute the approved Project Manual.
- 11.40 Failure to execute the agreement within the timeframe identified in the Notice of Award shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the agreement. If the selected Proposer refuses or fails to execute the contract, District may award the contract to the next qualified, highest-ranked Proposer.

11.41 **PROPOSAL PROTEST.** Any Proposal Protest must be submitted in writing to the District Office (Attention: Jackie Kim, Chief Business Official, 819 Bancroft Way, Berkeley, CA 94710) before 5:00 p.m., no later than the sixth calendar day following announcement of the apparent successful proposer. Any Proposal Protest received after the deadline as described herein shall be deemed null and void.

- a. The initial Protest document must contain a complete statement of the basis for the Protest.
- b. The Protest must refer to the specific portion of the document that forms the basis for the Protest, and must describe in detail the specific errors allegedly committed by the District in evaluating the protesting Design-Build Entity's Proposal (or with regard to any other Design-Build Entity's Proposal).
- c. The Protest must contain the name, address and telephone number of the person or entity representing the protesting party.
- d. The party filing the Protest must transmit a copy of the initial Protest document and any attached documentation concurrently to all other parties having a potential direct financial interest that may be adversely affected by the outcome of the Protest. Such parties shall include all other Design-Build Entities that appear to have a reasonable prospect of receiving an award depending upon the outcome of the Protest.
- e. The procedure and time limits set forth in this paragraph are mandatory and are the Design-Build Entity's sole and exclusive remedy in the event of Proposal Protest. The Design-Build Entity's failure to promptly comply with these procedures shall constitute a waiver of any and all rights to further pursue the Proposal Protest, including without limitation filing a Government Code Claim or instituting legal proceedings. A Design-Build Entity may not rely on a Protest submitted by another Design-Build Entity, but must timely pursue its own Protest.

-End of Request for Proposals-

ADDENDUM NO. 1
Issued: October 18, 2018

The Request for Proposals (RFP): “Design-Build Construction Services – Ocean View Elementary School Re-build,” dated October 11, 2018, issued by the Albany Unified School District is revised by this Addendum as follows:

1. The RFP Schedule is revised as follows:

Confidential Meeting #1	11/02/18
Confidential Meeting #2	11/16/18
Cut-off to submit RFP Questions	11/16/18
Addendum to RFP Issued (if necessary)	11/26/18
Confidential Meeting #3	12/07/18
Final Presentation of Proposal	12/14/18
Design-Build Proposal Due	12/21/18

Assigned interview times for each DBE are unchanged.

No other revisions to the RFP Schedule are proposed.

END OF ADDENDUM NO. 1

ADDENDUM NO. 2

The Request for Proposals (RFP): “Design-Build Construction Services – Ocean View Elementary School Re-Build”, dated October 11, 2018, issued by the Albany Unified School District is revised by this Addendum as follows:

1. The RFP 4.2A Project Requirements is revised as follows: The District’s Design/Build Construction Budget is \$29.0 million.
2. Revised Schedule of Confidential Meetings; attached.
3. Ocean View Elementary Modernization Project Documents; 72 Pages: (A0.1, R1, R2, A1.1, R3, A1.2, A2.1, R4, A2.2, R5, A2.3, R6, A2.4, R7, A2.5, R8, A2.6, A2.7, A2.8, A2.9, A2.10, A2.11, A2.12, A4.1, A4.2, A6.1, R9, A6.2, R6.3, R10, A7.1, A9.1, A9.2, R11, A9.3, R12, A9.4, A9.5, R13, A9.6, A9.7, R14, S1, S1, A1.1, A1.1, A2.10, R15, A2.11, R16, A2.12, R17, A4.1, R18, A4.2, A6.1, R19, A6.2, A6.3, R20, A7.1, R21, A9.1, A9.2, R22, A9.3, R23, A9.4, A9.5, R24, A9.6, A9.7) in dropbox.
4. Original Albany Middle School Documents; 24 Pages: (A1 to A4, S5 to S21, ST1 to ST3)
5. OVES As-Builts (A1.01, A2.1, A2.2, A2.3, A3.1, A3.2, A3.3) in dropbox.
6. MPR Scope List dated 10/16/18 and OVES Phase II Seismic Mitigation Documents (S2.1, S2.2, S2.3, S8.1) in dropbox.
7. List of Attendees at Confidential Meeting #1; attached.
8. Ocean View Elementary Site Design Narrative; in dropbox.

END OF ADDENDUM NO. 2

ADDENDUM NO. 3

The Request for Proposals (RFP): “Design-Build Construction Services – Ocean View Elementary School Re-Build”, dated October 11, 2018, issued by the Albany Unified School District is revised by this Addendum as follows:

1. Division 0 Documents; including Attachments J, K, L, M, N, O, P: in dropbox
2. Division 1 Document; in dropbox
3. Ocean View Elementary Modernization Project Documents; 58 Pages: in dropbox
4. C&S 1974 Original Albany Middle School Documents; 72 Pages: in dropbox
5. Cedars Day Care Documents; 25 pages: in dropbox
6. Landscape Documents; 5 pages: in dropbox
7. Modernization Documents (partial); 3 pages: in dropbox
8. Low Voltage, Audio Visual and Technology Criteria: in dropbox
9. Geotechnical Investigation Report Supplemental Information, in dropbox
10. Note RFP reference to ‘Attachment D. Education Specification’ will not be provided by District. The Education Specification is to be provided by the DBE concurrent with the Design Process. This Ed Spec must be submitted to the School Board for approval and Submitted to the California Department of Education prior to submission to DSA.

END OF ADDENDUM NO. 3

ADDENDUM NO. 4

The Request for Proposals (RFP): “Design-Build Construction Services – Ocean View Elementary School Re-Build”, dated October 11, 2018, issued by the Albany Unified School District is revised by this Addendum as follows:

1. Ocean View Design Build Projects Bonds.pdf; in dropbox
2. 1002.2024 Ocean View Elementary School -Phase I ESA.pdf; in dropbox
3. Ocean View ES Preliminary Site Assessment Report Preliminary Env Site Assessment Report.pdf; in dropbox

END OF ADDENDUM NO. 4



HIBSER YAMAUCHI Architects, Inc.

SECTION 1: INTRODUCTION OCEAN VIEW ELEMENTARY SCHOOL GUIDING PRINCIPLES

Ocean View Elementary School, a K-5 school with an enrollment of 560 students is the largest of the three elementary schools within the Albany Unified School District. The student population comes predominantly from the Albany neighborhood west of San Pablo Ave. as well as from UC Berkeley Family Housing adjacent to the Ocean View campus. The current campus, built in 1976

The AUSD Mission and Vision Statement provides an underlying guiding principal that not only defines the Districts approach to the learning environment, but also provides the direction needed by the design team when considering buildings, spaces and elements of the campus to be developed.

The AUSD Mission and Vision Statement is as follows:

“The mission of AUSD is to provide excellent public education that empowers all to achieve their fullest potential as productive citizens. AUSD is committed to creating comprehensive learning opportunities in a safe, supportive, and collaborative environment, addressing the individual needs of each student”.

Expanding upon the Mission and Vision Statement are more detailed elements that surfaced during the development of the Design/Build Bridging documents. Key elements are as follows:

- Create and foster an equitable and inclusive school environment for all students.
- Incorporate sustainable design that conveys the importance of the environment.
- Provide healthy and safe facilities that support the instructional program.
- Develop facilities that meet future instructional or educational needs and meet the Districts long term goals.
- The campus should be a focal point of the community, students and their families.



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SECTION 2: DESIGN CRITERIA

OUTDOOR SPACES:

- The central courtyard is the primary campus gathering space and the center of the school community. It hosts multiple class activities as well as outside learning and/or small group collaboration.
- Provide green space with seating and use of 4 plots of greenery representing each of the 4 continents.
- Small outdoor breakout spaces support and supplement classroom learning. These activities benefit from bench seating and especially creative seating solutions such as natural rock clusters, logs or seating made of recycled materials.
- The school garden not only acts as a learning area, but allows critical participation by parent volunteers.
- Outdoor spaces should be easily supervised.
- Second floor walkways include “bump-out” spaces approximately 8’ x 15’ with seating and tables for student use.
- It’s important to the school community to preserve reminders of the original campus. Consideration should be given to preserving and reusing the four plaques and tiled bench supports in the central courtyard as well as ceramic butterflies on the exterior kinder walls if at all possible.
- Add vegetation that is drought resistant, plants native to California, and if possible low pollen producing greenery.
- Shade structures for play and gathering spaces.
- Consider rainwater harvesting to irrigate gardens.
- Covered outdoor learning area outside of each Kinder classroom

CIRCULATION AND PROGRAMMATIC ADJACENCIES:

- Minimize the distance between classrooms and the MPR so that students can spend more time with playground activities during lunch as opposed to spending time traveling.
- Since the Library is used by all grades for a variety of functions, it should be centrally located. Additionally, it should have close proximity to the MPR since some students use the Library at lunch time.
- The science classroom is a space used by multiple classes and grades and should be located in an easily accessible location as well as near outdoor learning areas where students can participate in on-going science projects.
- Include gated access to the adjacent grass field.
- Ground and second floor classroom circulation is via walkways open to the central courtyard.



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SECURITY AND SAFETY:

- The campus layout and configuration is based on buildings providing a secure perimeter in lieu of fencing. All access to the courtyard is gated, reducing classroom access during a lockdown event. This configuration allows after hours access to the playground and courts by the public while keeping the central courtyard and buildings secure.
- The primary point of entry into the classrooms is via the Administration building. An existing gate on the western fence, a campus gate on Jackson near Buchanan and the main gate next to Admin are open during the morning when students are coming to school. Once school begins these gates are locked and access to the campus is via entering the Administration Lobby and passing through after sign-in.
- All access to classrooms is via doors facing the central courtyard.
- Safety of students and staff (and public use after hours and weekends,) must be enhanced by thoughtful design of lighting to permit supervision and support of police and emergency personnel.
- Keying / keycard systems that will work in case of power failure, and can be re-keyed with ease if staff keys are lost or stolen. Design keying system that addresses modern needs.
- Allow areas for staff to securely lock up bicycles, away from exterior student bike and scooter lock areas, and protected from weather.
- Have design of school hardened to prevent / discourage active shooter type attacks, but avoid the “industrial” look of fortified institutions

DROP-OFF AND PICK-UP:

- Provide safe exterior lighting for early evening student pick-up
- Parent drop-off/pick up is separate from parking.
- Maximize vehicular queuing distance at the drop-off in front of the school. Students being dropped off directly from Jackson Street require a barrier to prevent crossing the drive aisle between Jackson Street and the front of the school. This barrier feeds students to a raised crosswalk leading to the main entry.

PLAYGROUND:

- Kinder students require direct access to their own play area separate from other grades. Include an age appropriate play structure and game lines as well as play elements that foster group activities,
- For 1st-5th Grade students include a play structure , game lines and access to outdoor areas not necessarily associated with physical play but with activities that foster the imagination (i.e. trees, grass, gravel, woodchip covered spaces, dead logs and tree stumps).
- Provide basketball and game related courts (i.e. tetherball, four square, hopscotch, relay racing lanes, handball courts) for all grade level students.
- Access to the library and its outdoor reading area is critical for all students.
- Provide a “low activity” zone for students who may wish to sit, talk, read or spend a quieter time during lunch break.



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- Design surface areas that will discourage skateboarders and prevent ensuing damage to school property.
- Design secure but accessible flow from school and playground to the field for students to play during lunch time.
- Provide seasonal sports equipment storage.

ADMINISTRATION

- A prominent presence situated at the main point of entry for the campus with a welcoming spacious Lobby. Reception needs to have a clear view to observe outdoor spaces fronting the school. The main entry gate is open prior to school starting, however once classes begin the gate is locked and visitors or parents must pass through the Lobby to gain access to the campus.
- The Principals office, staff offices and counseling spaces require acoustic privacy.
- The staff lounge requires an outdoor space with a privacy screen to maintain a separation between staff who wish to take lunch outside.

LIBRARY

- The library is larger than typically found at an elementary school and hosts a number of different group activities simultaneously. Primary zones are as follows:
 - A teaching area large enough for one classroom.
 - A zone 1st-3rd grade and another zone for 4th-5th grade.
 - A smaller area for 4th - 5th grade students to use for small group activities.
 - Provide zones for story time with portable amphitheater and for individual and group reading as well as.
- A meeting area in the Library should have built-in Tech ready feature such as projectors, monitors, audio amplification, document cameras etc.
- Define the different zones creatively with color, materials texture or differing ceiling heights.
- Provide acoustic absorption to minimize noise from group activities.
- Maximize flexibility of furnishings, consider shelving units on wheels or seating other than standard chairs.
- Include an adjacent outdoor reading garden easily observable from the Librarians circulation desk.
- Provide Wifi, short throw projector and screen to support the classroom teaching space.
- Physical considerations:
 - 16' high ceiling maximum with a 14' high ceiling at smaller student zones.
 - Provide daylighting
 - Docking station for charging cart.
- Need space for book storage and library/teacher collaboration



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MULTIPURPOSE ROOM / LUNCH FLOW

- Lunchtime flow is critical, and design must increase the efficiency of students picking up lunches and finding their way to the lunch area.
- After eating lunch, have a system designed to facilitate dropping of food waste, trays etc. near the playground area.
- Refurbish MPR so that it may attract potential revenue as a rental facility for sports teams / games / tournaments / party and festival rentals.

CLASSROOMS

- See standard classroom and kinder classroom plans and interior elevations for layout and casework.
- Maximize a flexible learning environment that will support multiple simultaneous student activities.
- Design with teacher choice in mind, so that teachers may modify the learning environment, orientation of teacher “desk” or projection stand as needed to best meet the needs of the students.
- Design with Low VOC materials and allergies in mind.
- Storage should be ample, and appropriate to needs of the grade level (more storage for Kinder)
- Breakout areas (and all areas of school / classrooms) should have ample visibility to ensure student and teacher safety - minimize or eliminate areas of zero visibility (Child Abuse prevention / best practices).
- Allow for bags and other storage outside of the classroom, and sheltered from weather, to minimize impact on storage in the classroom.
- Physical considerations:
 - Provide operable windows on opposite sides of the room to allow for natural ventilation and daylighting.
 - Maximize tackable wall surface area.
 - Provide acoustic insulation at walls shared with other spaces and at the second floor.
- Classroom Technology:
 - Voice and Data via VOIP.
 - Lightspeed TCQ speakers in center of room.
 - Projectors: Epson Brightlink 685 Wi Interactive 3LCD projector (OFCI).
 - Structured cabling: 6 drops per classroom
 - Card Access: Allegion AD 300 digital locks with card access.
 - Rauland Clock/Bell/Paging system.

EXTERIOR WALKWAYS:

- Provide overhangs at ground and second floor classrooms for protection of students while walking to MPR and around the central courtyard.
- Provide decorative metal guardrails at second floor walkways and stairs.



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SUPPORT SPACES:

- Elevator machine rooms or any other type of room with noise generating machinery or plumbing require acoustic insulation all around.
- Lockable external storage for recess and lunchtime student play equipment, both for “blacktop” play area and the grassy field.

SECTION 3: TECHNICAL DATA

PROGRAM:

See attached Appendix A for square footages.

ENROLLMENT AND CLASSROOM LOADING CAPACITY:

- 560 Students, 2016-2017 School year
- 20:1 T-K and Kinder
- 23:1 Grades 1-3
- 25:1 Grades 4-5
- 13:1 Non-severe Special Day Class

APPLICABLE CODES:

2016 California Building Standards Administrative Code
Part 1, Title 24, California code of Regulations (CCR)

2016 California Building Code (CBC), Part 2, Title 24, CCR based on the 2015 International Building Code (IBC) with 2016 California Amendments

2016 California Electrical Code (CEC), Part 3, Title 24, CCR based on the 2014 National Electrical Code (NEC) with 2016 California Amendments

2016 California Mechanical Code (CMC), Part 4, Title 24, CCR based on the 2015 Uniform Mechanical Code (UMC) with 2016 California Amendments

2016 California Plumbing Code (CPC), Part 5, Title 24, CCR based on the 2015 Uniform Plumbing Code (UPC) with 2016 California Amendments

2016 California Energy Code (CPC), Part 6, Title 24, CCR

2016 California Fire Code (CFC), Part 9, Title 24, CCR based on the 2015 International fire Code (IFC) with 2016 California Amendments

2016 California Existing Building Code (CEBC), Part 10, Title 24, CCR based on the 2015 IEB Code with California Amendments

2016 California Green Building Code (Cal Green), Part 11, Title 24, CCR



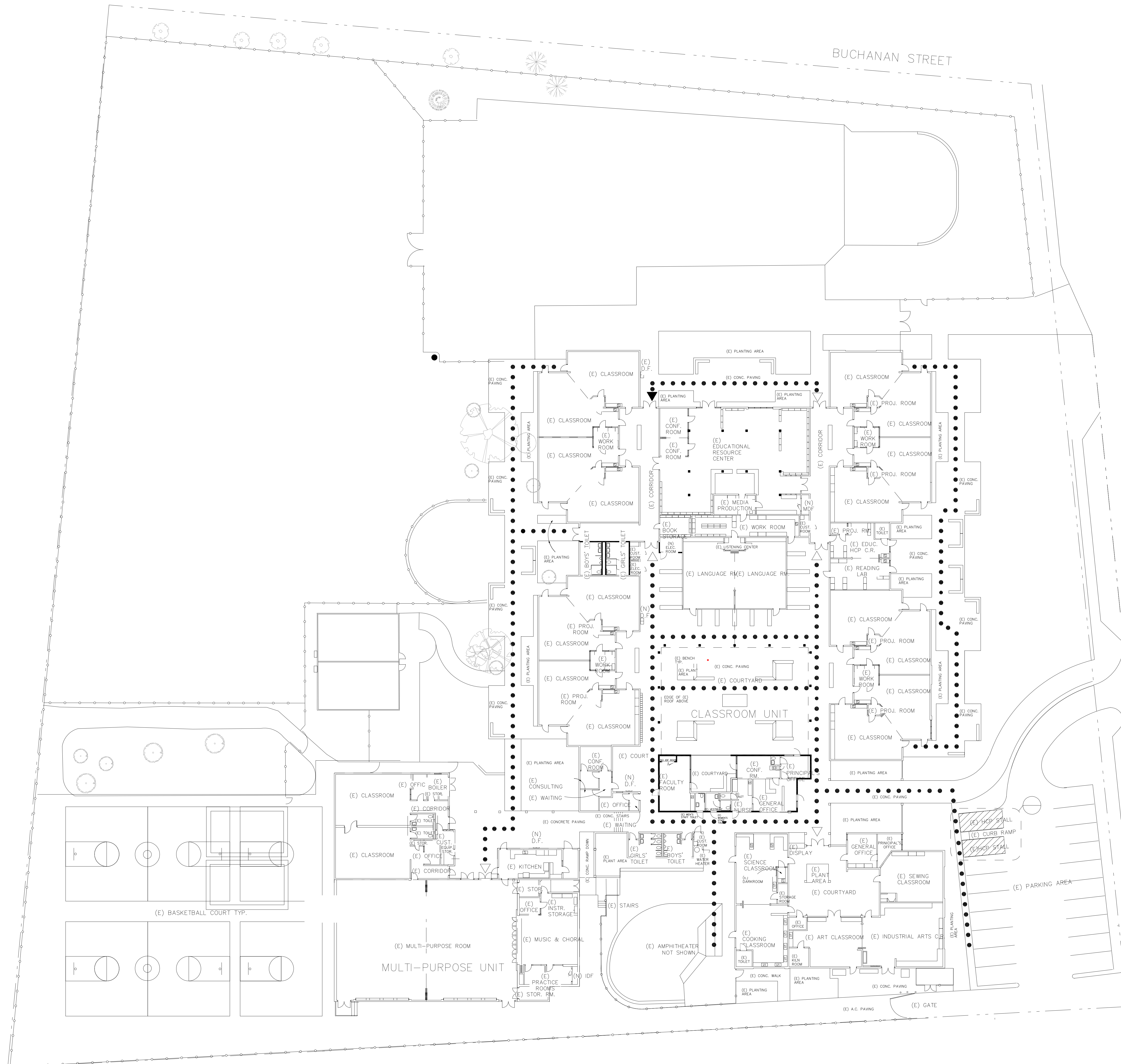
October 12, 2018

2016 California Referenced Standards, Part 12, Title 24, CCR

Title 19, CCR, Public Safety State Fire Marshal Regulations

2010 ADA Standards for Accessible Design

<u>NFPA 13</u>	Installation of Sprinkler Systems	2016 Edition
<u>NFPA 14</u>	Installation of Standpipe Systems	2013 Edition
<u>NFPA 17</u>	Standard for Dry Chemical Extinguishing Systems	2013 Edition
<u>NFPA 17A</u>	Standard for Wet Chemical Systems	2013 Edition
<u>NFPA 20</u>	Installation of Stationary Pumps	2016 Edition
<u>NFPA 24</u>	Installation of Private Fire Mains	2016 Edition
<u>NFPA 72</u>	National Fire Alarm and Signaling Code	2016 Edition
<u>NFPA 80</u>	Fire Doors and Other Opening Protectives	2016 Edition
<u>NFPA 92</u>	Standard for Smoke Control Systems	2015 Edition
<u>NFPA 253</u>	Critical Radiant Flux of Floor Covering Systems	2015 Edition
<u>NFPA 2001</u>	Clean Agent Fire Extinguishing Systems	2015 Edition



KEY PLAN

SCALE AS DRAWN : 1" = 20'

0' 5' 0" 20' 0" 40' 0"

CLASSROOM MATRIX

25 960 SF CLASSROOMS

5 1,440 SF KINDER CLASSROOMS

4 AFTERCARE RELOCATED PORTABLES

34 TOTAL CLASSROOM COUNT



SECOND FLOOR PLAN

ABBREVIATIONS

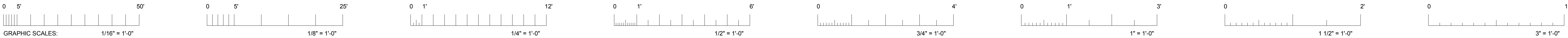
- A AFTER SCHOOL CARE
BRR BOYS RESTROOM
C COUNSELOR
CL CLASSROOM
CLO CLOSET
EL ELEVATOR
ELD ENGLISH LANGUAGE DEVELOPMENT
EVA EMERGENCY VEHICLE ACCESS
GRR GIRLS REST ROOM
K KINDER CLASSROOM
N NURSE
O OFFICE
OT OCCUPATIONAL THERAPY
P PRINCIPAL OFFICE
RES RESOURCE
SAU STAFF ACCESSIBLE UNISEX TOILET ROOM
SDC SPECIAL DAY CLASS
SP TH SPEECH THERAPY
STOR STORAGE
SU STAFF UNISEX TOILET ROOM
U ACCESSIBLE STUDENT UNISEX TOILET ROOM

- ADMINISTRATION
CLASSROOM
COVERED WALK
LIBRARY
RESTROOM
SUPPORT SPACES

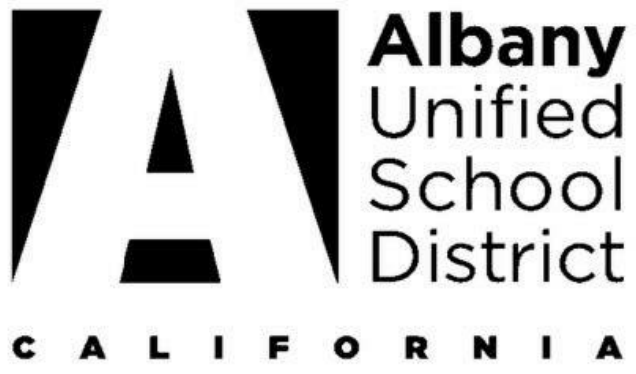


OPTION 17





IF THIS SHEET IS NOT 30"x42", IT IS
A REDUCED PRINT SCALE ACCORDINGLY



Revisions	Delta	Date	Revisions	By

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OPTION 17

ISSUE DATE: 10/12/2018 BY: JR

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Architect/Engineer Of Record: _____



HY Architects Project number: 4147

Facility
OCEANVIEW ELEMENTARY SCHOOL
1000 JACKSON STREET, ALBANY, CA 94796

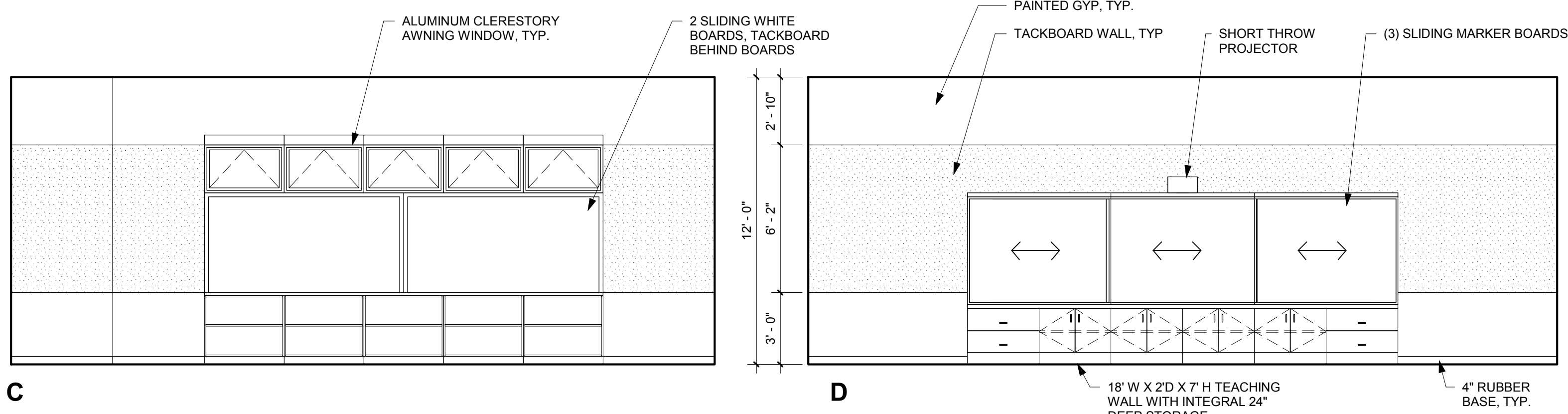
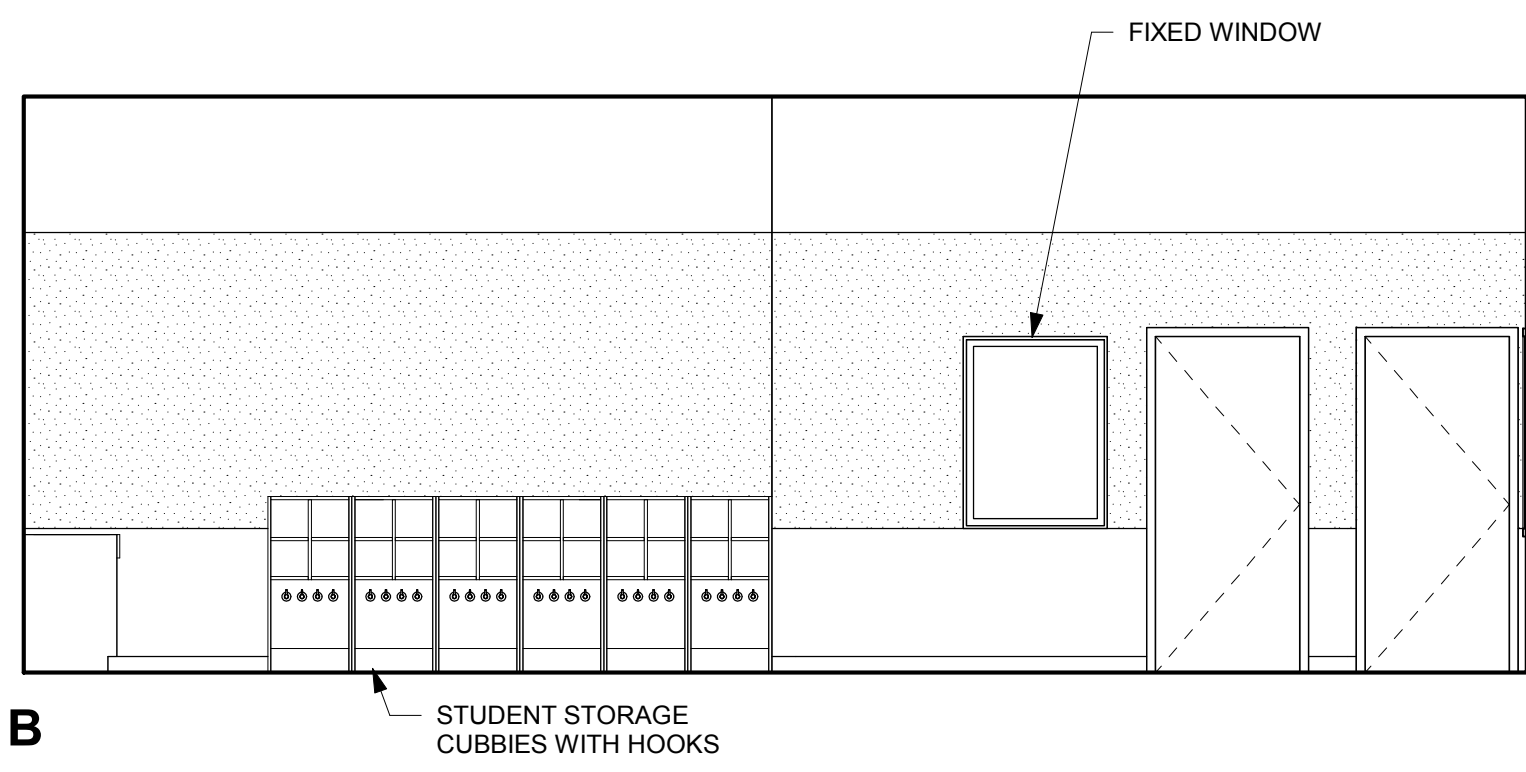
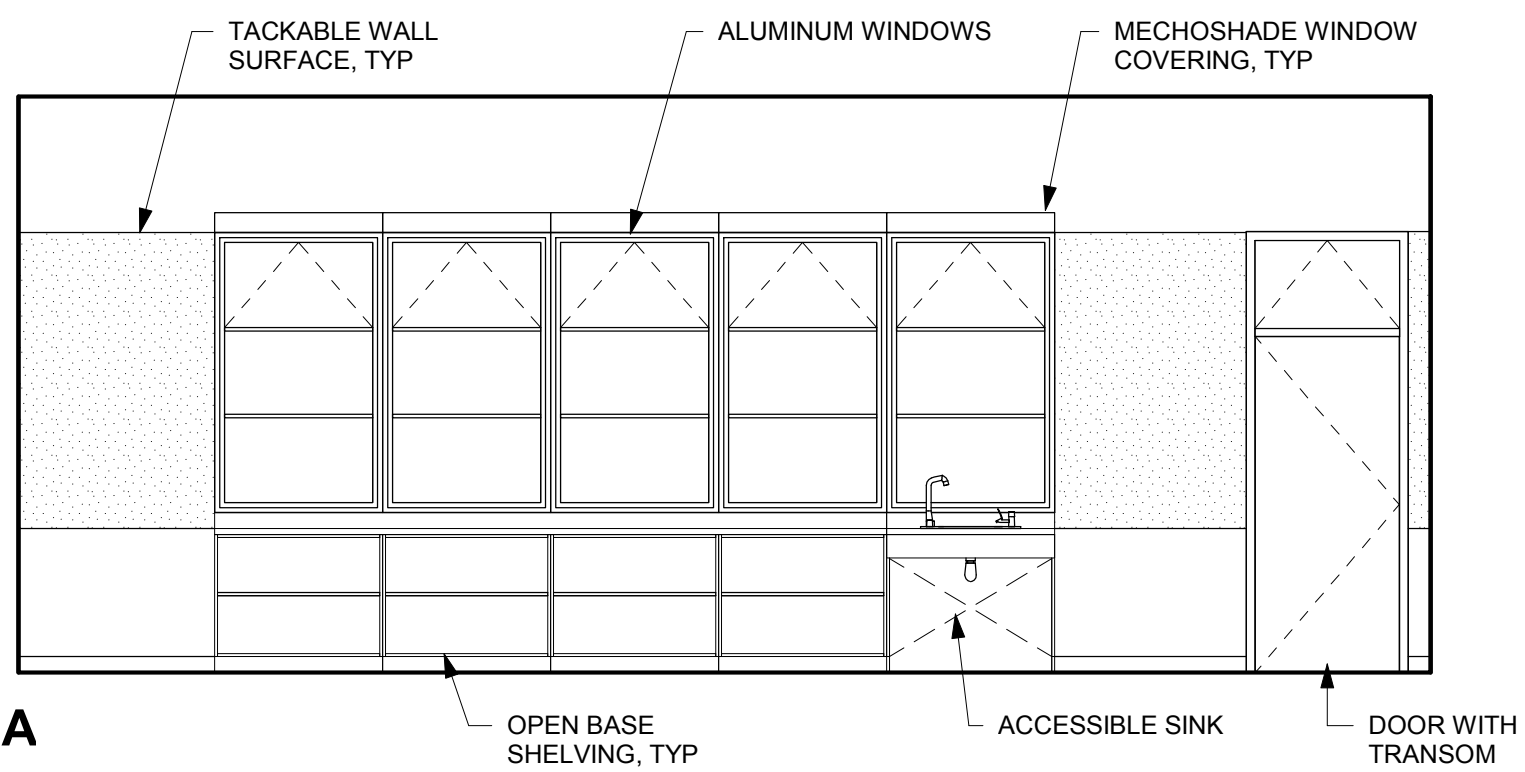
Project
OCEANVIEW ELEMENTARY
SCHOOL BRIDGING
DOCUMENTS

Sheet Title
ENLARGED FLOOR PLANS
CLASSROOM

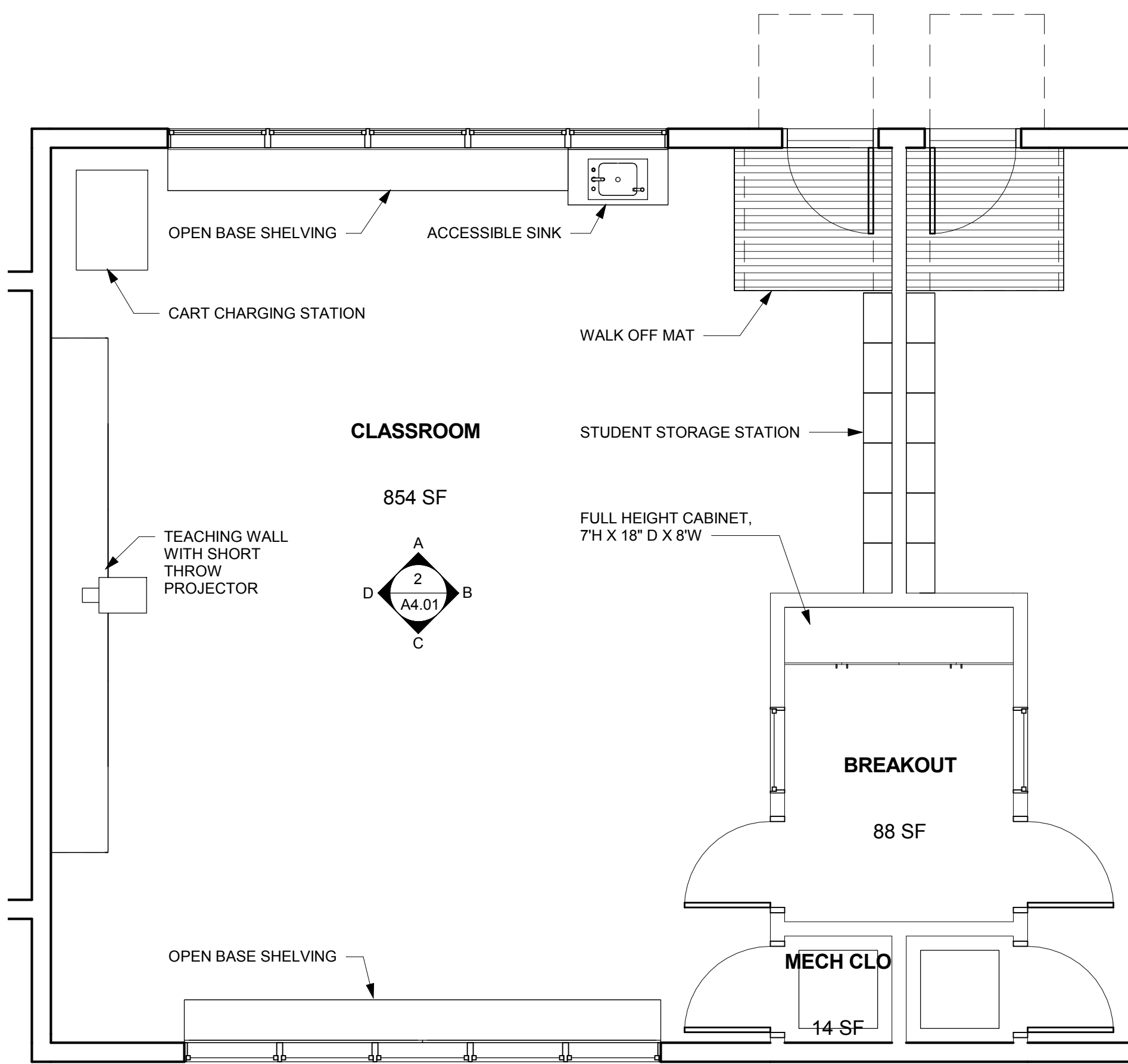
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Drawn By: VNL
Checked By: JR
Issue Date: 10/12/18
Revit Version: 2017

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2 CLASSROOM, TYP
1/4" = 1'-0"



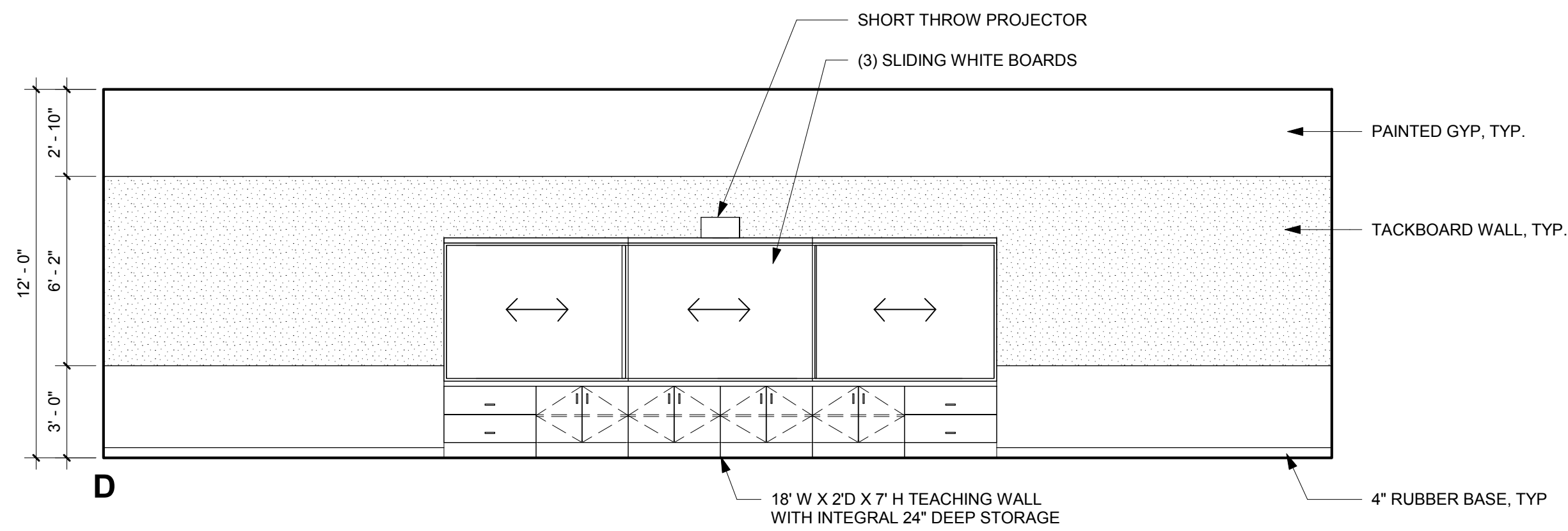
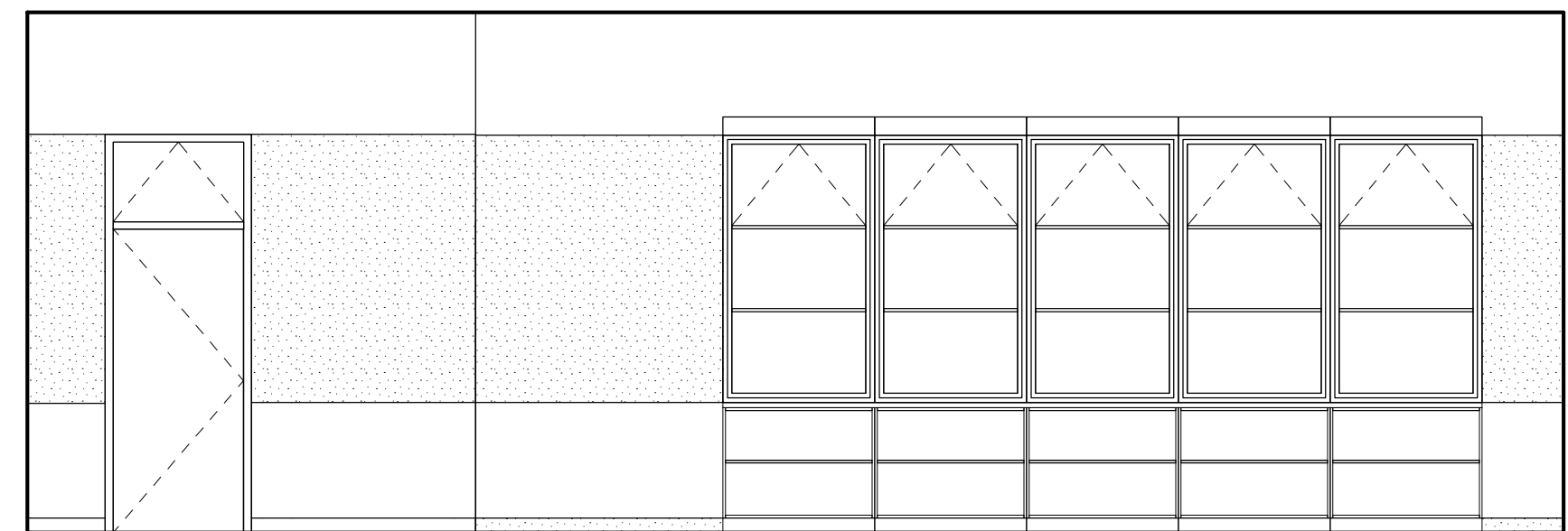
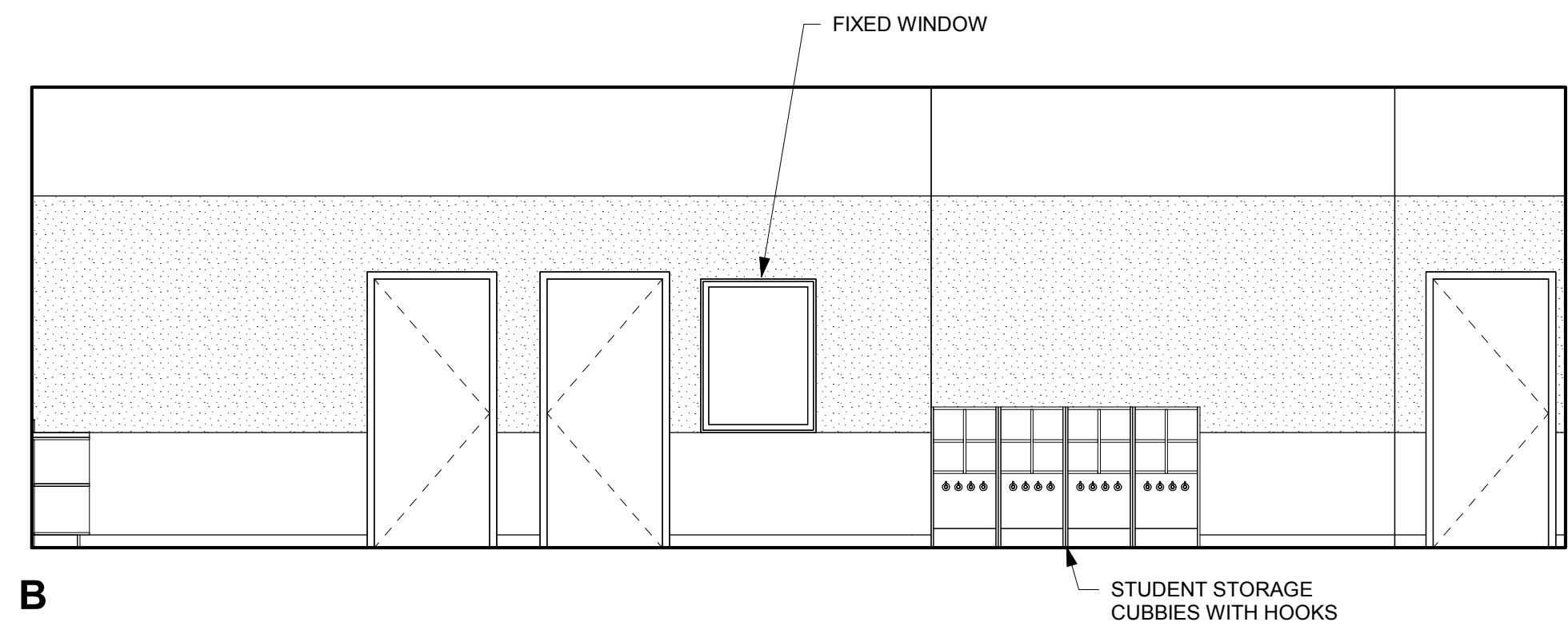
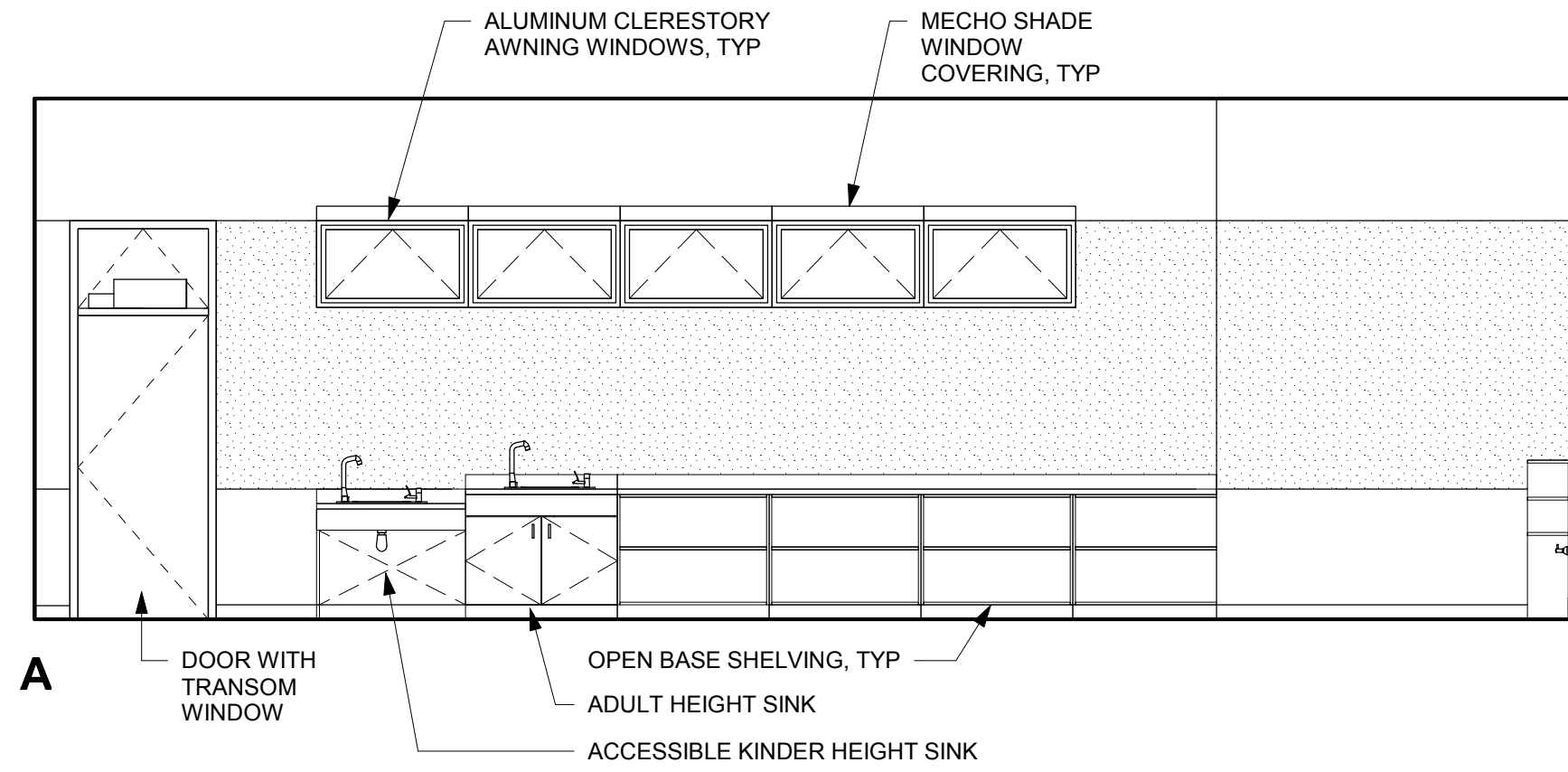
1 30' X 32' CLASSROOM, TYP
1/4" = 1'-0"

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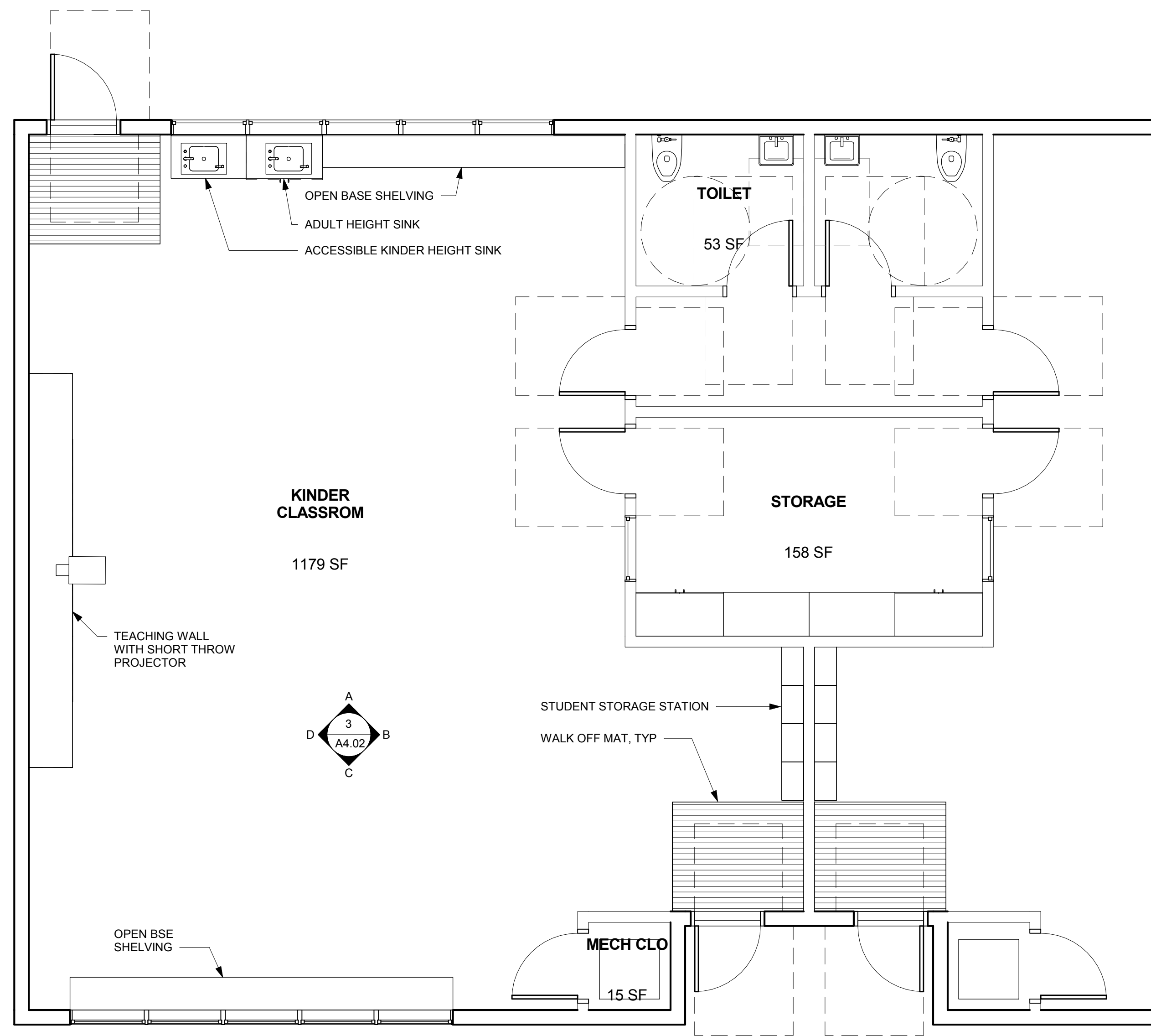
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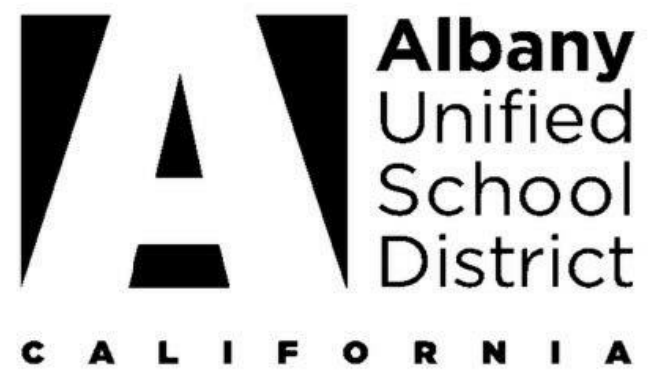
2 KINDER CLASS C

1/4" = 1'-0"



1 36' X 40' KINDER CLASSROOM, TYP

1/4" = 1'-0"



Revisions	Delta	Date	Revisions	By

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Project
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SCHOOL BRIDGING
DOCUMENTS

Sheet Title
ENLARGED FLOOR PLANS
KINDER

Client Project Number: Client Proj. #

Scale: 1/4" = 1'-0"
Drawn By: VNL
Checked By: JR
Issue Date: 10/12/18
Revit Version: 2017

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OCEAN VIEW E. S. BRIDGING DOCUMENTS PROGRAM

October 12, 2018

Summary of Capacity, Enrollment & Classrooms					Site Acres: _____	5.5
Ocean View Elementary School					PROPOSED	
Description of Classrooms/Rooms					Square Footage Per Room	Capacity per District Loading
KINDERGARTEN CLASSROOMS	4 Kinders + 1 Flex classroom (Incl. 5 Restrooms, Interior Stor. & Prep. Area)	1,465	5	7,325	20	100
	Classroom 1-2 grades	960	8	7,680	23	184
	Classroom 3 grade	960	4	3,840	23	92
	Classroom 4-5 grades	960	8	7,680	25	200
	Speech Classroom	960	1	960		
	OT / SDC Classroom (equally split)	960	1	960		
	Resource Classroom	960	1	960		
	Intervention/Reading Classroom (equally split)	960	1	960		
	Science Classroom	960	1	960		
	Existing Portable Classrooms - After Care	960	4	3,840		
	Subtotal		34	35,165	S.F.	576
	TOTAL ENROLLMENT					576

ADMINISTRATION	Administration Lobby	320	1	320		
	Secretary/Receptionist	512	1	512		
	Principal's Office with closet	200	1	200		
	Multi-use Office(Curriculum Guide/Teacher's Aid/etc)	100	2	200		
	Conference Room	520	1	520		
	Counseling (2 @ 200 SF each)	400	2	800		
	Storage / Records / Safe Room	300	1	300		
	Staff Lounge	1,000	1	1,000		
	Staff Workroom	400	1	400		
	Small Unassigned Meeting Rooms	200	2	400		
	Nurse	100	1	100		
	Nurse's Restroom	64	1	64		
	Speech Therapy Office	280	1	280		
	Telephone / MDF Room	250	1	250		
	Subtotal			5,346		
	Circulation: 15%			802		
	TOTAL ADMINISTRATION BUILDING			6,148	S.F.	

LIBRARY	Library/Media Center to match existing in size	4000	1	4,000		
	Librarians Office	100	1	100		
	Audio/Visual Room Storage	100	1	100		
	Library/Media Center Work Room	200	1	200		
	TOTAL LIBRARY			4,400	S.F.	

OCEAN VIEW E. S. BRIDGING DOCUMENTS PROGRAM

October 12, 2018

Ocean View Elementary School	PROPOSED				
Description of Classrooms/Rooms	Square Footage Per Room	No. of CR/RM	Total Square Footage	District Load Factor	Capacity per District Loading

ADDITIONAL ED. SPACES	2 half size ELD spaces. - Not part of Cl. count	960	1	960	S.F.
------------------------------	---	-----	---	-----	------

MAINTENANCE & SUPPORT SPACES	1st - 2nd Girls' Gang Restrooms	360	2	720	
	1st - 2nd Boys' Gang Restrooms	360	2	720	
	3rd - 5th Girls' Gang Restrooms	360	2	720	
	3rd - 5th Boys' Gang Restrooms	360	2	720	
	Kinder Restroom - 5 (counted in classroom sq. ft.)			0	
	Student Unisex Restroom - 1st - 2nd	50	2	100	
	Student Unisex Restrooms 3rd - 5th	50	2	100	
	Staff Unisex Restrooms (one of every pair of staff unisex restrooms does not need to be accessible)	48	10	480	
	Books / Supplies / Furniture Storage	1,100	1	1,100	
	Main electrical ground floor level	120	1	120	
	Kinder Wing Ground Floor General Storage behind restrooms includes one each of the the following:				
	Custodial Room	60	1	60	
	IDF Rooms	60	1	60	
	Main electrical room	120	1	120	
	Storage	330	1	330	
	Kinder Wing Second Floor General Storage behind and/or adjacent to restrooms includes one each of the the following:				
	Custodial Room	60	1	60	
	IDF Rooms	60	1	60	
	Satelite electrical rooms	50	1	50	
	Storage	70	1	70	
	South Cl. Wing Ground Floor General Storage behind and/or adjacent to restrooms includes one each of the the following:				
	Custodial Room	60	1	60	
	IDF Rooms	60	1	60	
	Satelite electrical rooms	50	1	50	
	Storage	270	1	270	
	South Cl. Wing Second Floor General Storage behind and/or adjacent to restrooms includes one each of the the following:				
	Custodial Room	60	1	60	
	IDF Rooms	60	1	60	
	Satelite electrical rooms	50	1	50	
	Storage	270	1	270	
	EarthquakeSupply Container (outside building footprint)	0	1	0	
	TOTAL MAINT. & SUPPORT			6,470	S.F.

OCEAN VIEW E. S. BRIDGING DOCUMENTS PROGRAM

October 12, 2018

Ocean View Elementary School		PROPOSED				
Description of Classrooms/Rooms		Square Footage Per Room	No. of CR/RM	Total Square Footage	District Load Factor	Capacity per District Loading
Total New Construction				53,143	S.F.	
MPR BUILDING	Existing Multi-Purpose Bldg - modernization	8,000	1	8,000	S.F.	
Grand Total				61,143	S.F.	

HY**OCEAN VIEW E.S. BRIDGING DOCUMENTS FINISH SCHEDULE**

October 12, 2018

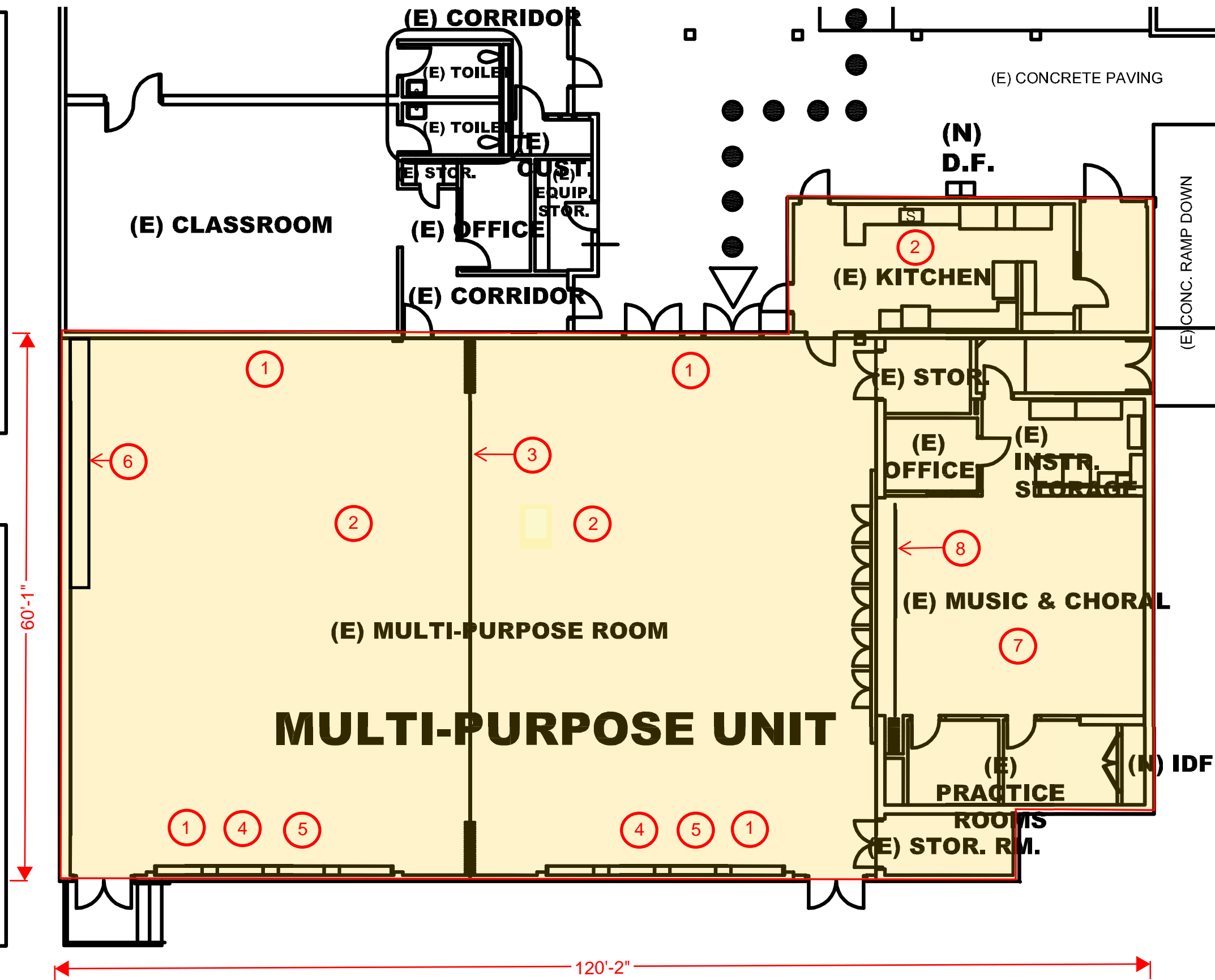
Architects

ROOM TYPE		FLOOR				WALLS					CEILING	
		Marmoleum Resilient Flooring	Carpeting	Sealed concrete	Resinous Epoxy Flooring	Painted Gyp. Bd.	Plywood Panels as Required	Ceramic Tile	Tackboard	Mecho Shade Window Blinds	2x4 Acous. Panel or Exposed Corrugated Acous.	Painted Gyp. Bd. Hard Lid
CLASSROOMS	Standard - 1-5 and Special Education	X				X			X	X	X	
	Kindergarden	X				X			X	X	X	
	/Science	X				X			X	X	X	
ADMINISTRATION	Administration Lobby	X				X				X	X	
	Secretary/Receptionist	X				X				X	X	
	Offices		X			X					X	
	Conference/Meeting Rooms	X				X			X		X	
	Counseling		X			X				X	X	
	Staff Lounge	X				X				X	X	
	Staff Workroom	X				X					X	
	Nurse	X				X					X	
	Storage (Book/Supply, Records/Safe)	X				X					X	
MEDIA CENTER	Library/Media Center	X	X								X	
	Librarians Office										X	
	Audio/Visual Room Storage	X									X	
	Library/Media Center Work Room										X	
MAINTENANCE/ SUPPORT SPACES	Staff & Student Unisex Restrooms				X	X		X				X
	Student Restrooms				X	X		X				X
	Kinder Restrooms				X	X		X				X
	Nurse Restroom				X	X		X				X
	Custodial Room(s)			X		X						
	Custodial Workroom			X		X						
	Storage			X		X						
	Electrical/MDF/IDF/Tele Rooms			X		X	X					
	Mechanical			X		X						

Ocean View Elementary School Re-build
"Special Conditions"

October 16, 2018

1. DBE must comply with the District's Sustainability Policy (Resolution #2016-17-01: Sustainability and the Design and Construction of High Performance Schools)
2. The project must meet CHPS verified status
3. The project must be designed and built to be Net Zero Energy Ready, including energy modeling, and a specific strategy to meet ZNE in the future with supporting analysis and calculations
4. DBE will propose a design that maximizes operable windows within CHPS acoustic criteria
5. DBE will propose an HVAC system that maximizes energy efficiency and acoustic performance in the classrooms within the project budget
6. DBE will provide a daylight study to optimize natural light levels in the classrooms without excessive glare, this may include alternate window layout/quantity
7. DBE will provide a shading study to optimize outdoor natural light and shading
8. DBE must maintain a safe environment in and around the project site to permit uninterrupted and safe vehicle and pedestrian traffic adjacent to the Ocean View Elementary School site
9. The District has a desire to maximize outdoor learning spaces that can accommodate moveable furniture for group study areas
10. DBE must identify areas where photovoltaic panels can be installed as well as provide an estimate of possible electrical generation and cost for a future photovoltaic system (District will accept price for installation of photovoltaic system as an Add Alternate)
11. DBE will be required to salvage existing benches with tile artwork for re-use in the project or transfer to City of Albany or others for use in another project
12. DBE will be required to provide an Educational Specification as part of its design phase services for submittal to the Board and the California Department of Education
13. A portion of the site may become available for mobilization during Summer 2019 with early DSA approval
14. DBE is encouraged to propose solutions that align with the City of Albany's Climate Action Plan (available online)
15. The District will require DBE to participate in PG&E Savings by Design program to capture any available grants and rebates
16. The District will accept either stick-built or prefab/modular construction based on the quality of the design, sustainability, features and overall value provided
17. The District wishes to achieve a building design that maximizes 21st century learning environments, indoor/outdoor opportunities and flexibility for future modifications
18. The District will require bi-weekly design confirmation/cost review meetings with the stakeholder committee until the design is finalized and submitted to DSA



- 1 ADDRESS ROOF TO WALL STRUCTURAL DEFICIENCIES - SEE KPW STRUCTURAL DWGS
- 2 REPLACE FLOORING IN MPR SPACE AND KITCHEN
- 3 NEW ACCORDION PARTITION TO DIVIDE MPR IN HALF
- 4 PROVIDE NEW FOLDING LUNCH TABLES - RETAIN EXISTING FRAMES AND POCKETS
- 5 REPLACE UPPER CURTAINS ON SOUTH WALL
- 6 REPLACE EXISTING CABINETS/CASEWORK ON WEST WALL
- 7 ENHANCE PERFORMANCE LIGHTING ON STAGE
- 8 REPLACE ACCORDION PARTITION ON STAGE WITH ACOUSTIC ACCORDION PARTITION

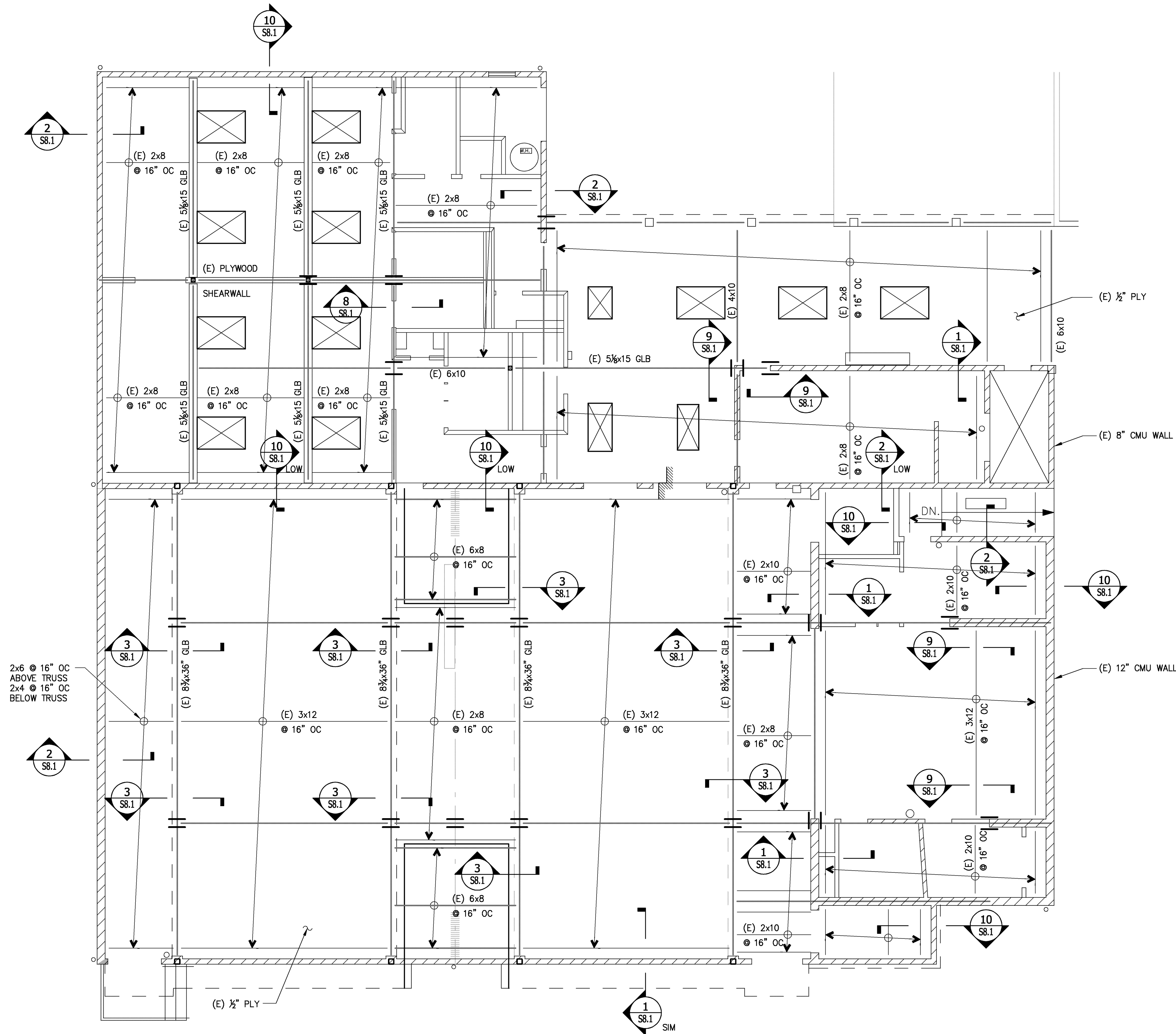
ALBANY UNIFIED SCHOOL DISTRICT

OCEAN VIEW ELEMENATARY SCHOOL BRIDGING DOCUMENTS

MULTI-PURPOSE BUILDING SCOPE LIST

Oct. 16, 2018

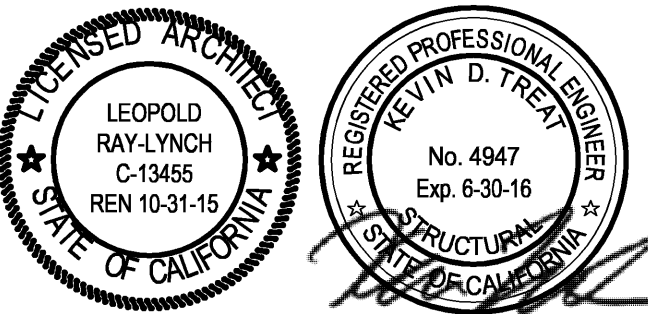
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1 ROOF FRAMING PLAN-WEST
Scale: 1/8"=1'-0"

ARCHITECTS
WLC
CLIENT FOCUSED • PASSION
BAY AREA
2800 TENTH STREET, SUITE 500
BERKELEY
CALIFORNIA 94710-2597
TEL: 510-450-1999
www.wlcarhitects.com

OCEAN VIEW ELEMENTARY SCHOOL
PHASE II SEISMIC MITIGATION
ALBANY UNIFIED SCHOOL DISTRICT
1001 SANTA FE AVENUE
ALBANY, CA 94706



CONSULTANT
KPW
STRUCTURAL ENGINEERS, INC.
130 WEBSTER STREET
SUITE 200
OAKLAND, CA 94607
P 510 208-3300
F 510 208-3303
WWW.KPWSE.COM

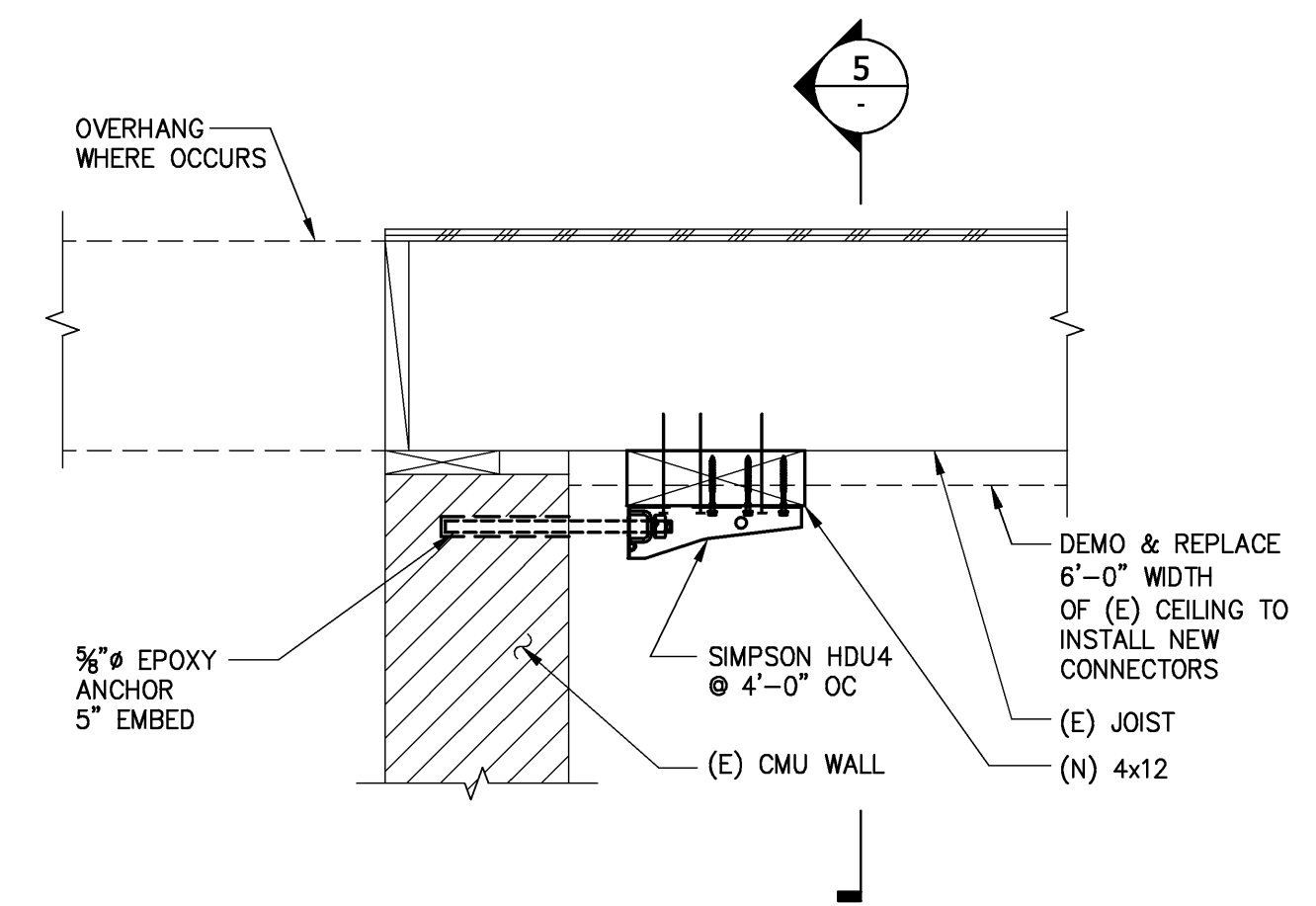
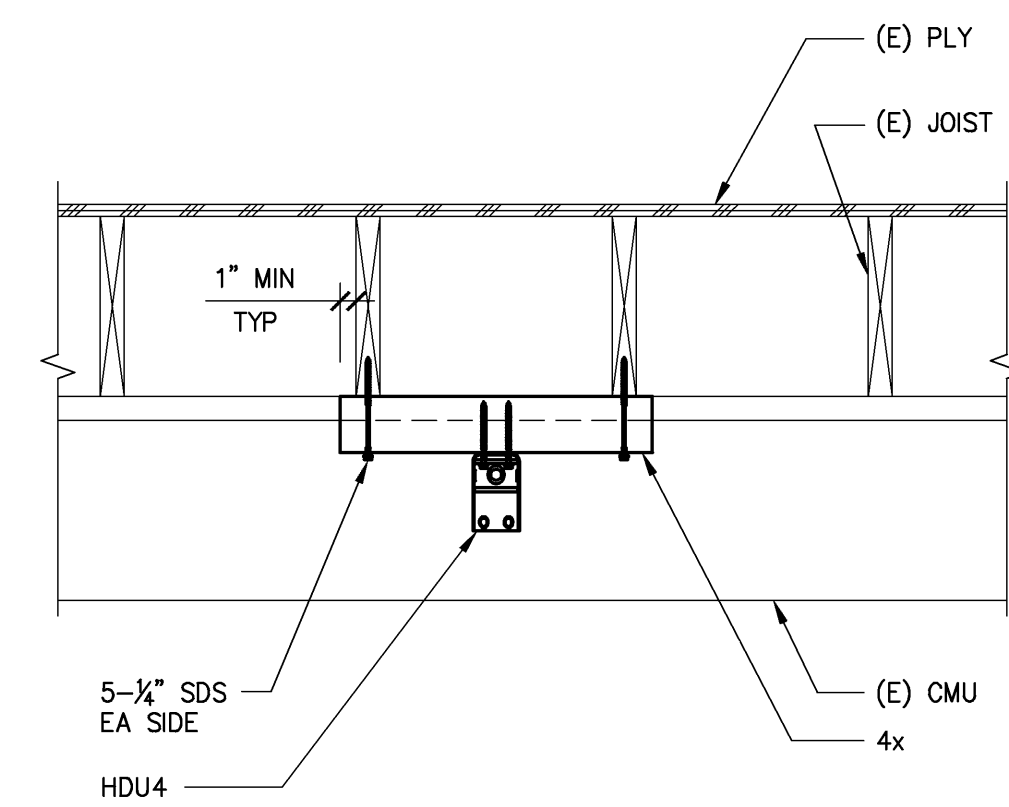
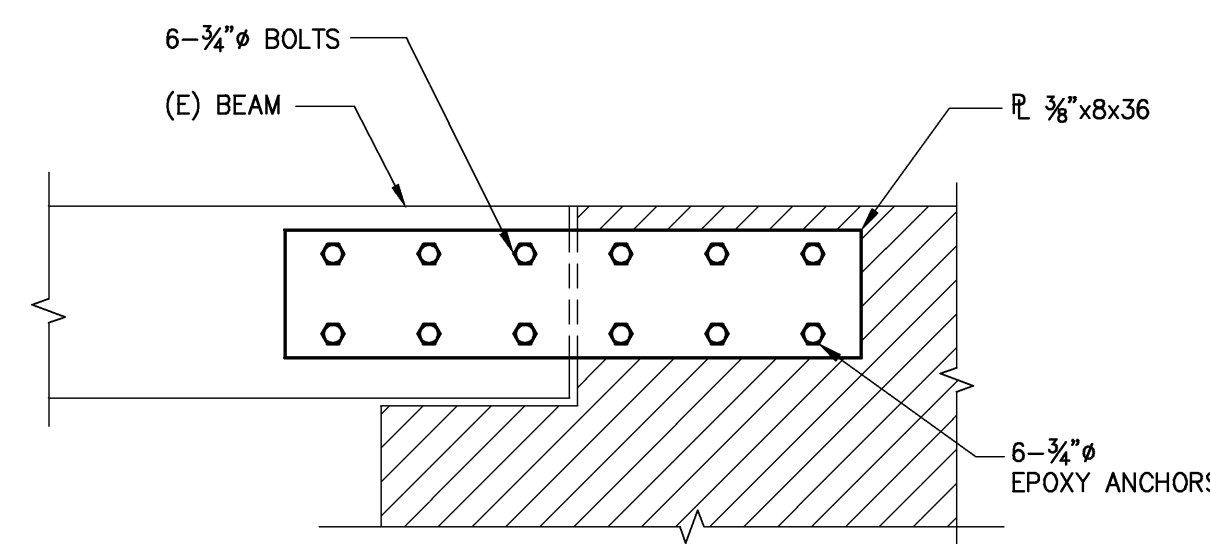
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AC: _____ FLS: _____ SS: _____
DATE: _____

REVISION SCHEDULE			
NO.	DATE	BY	DESCRIPTION

DRAWN: _____ CHECKED: _____
DATE: 12/15/2014 SCALE: _____
PROJECT NUMBER: 1420500

OCEAN VIEW
ELEMENTARY SCHOOL
ROOF FRAMING
PLAN-WEST
DRAWING
NUMBER: **S2.3**

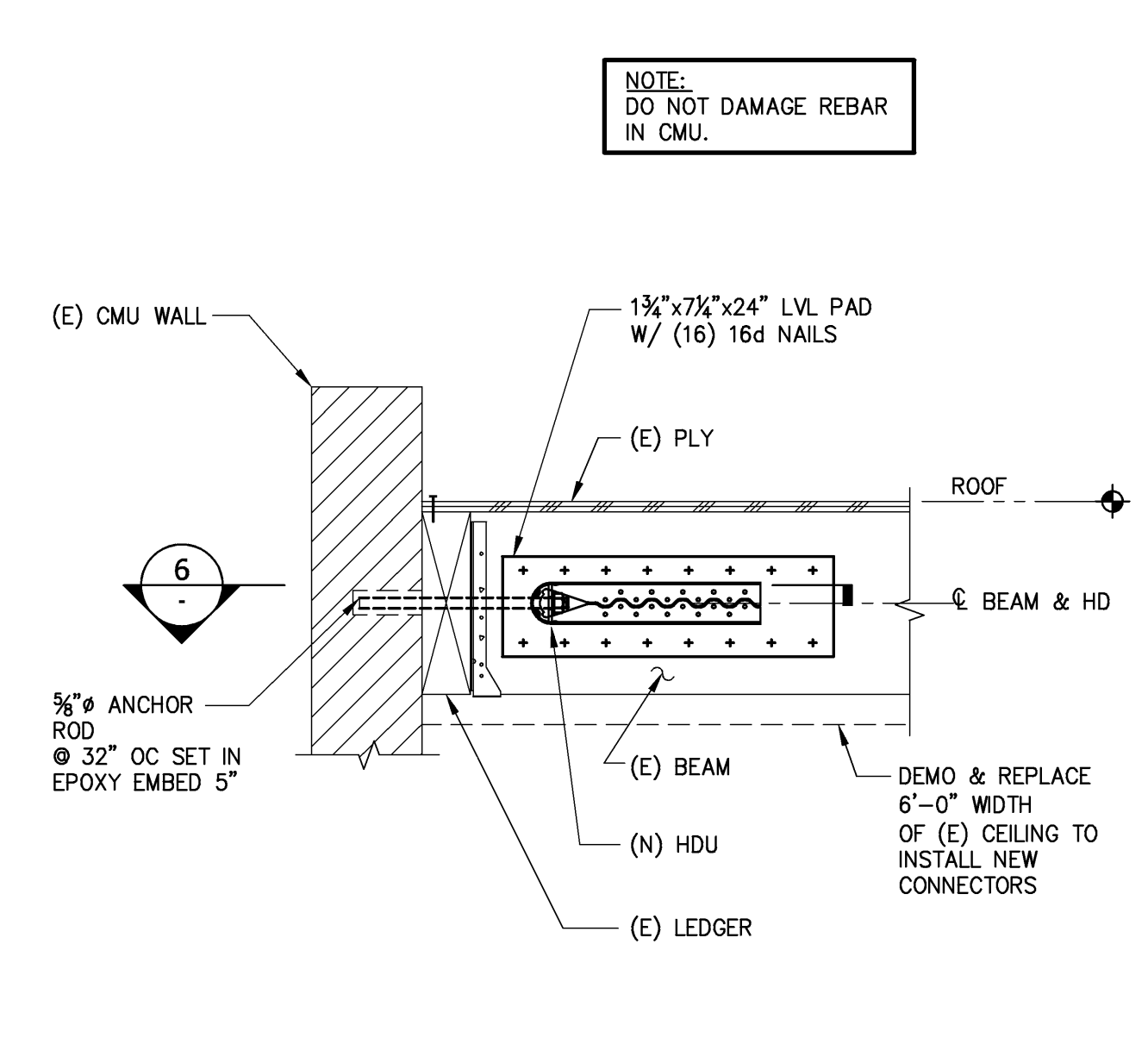
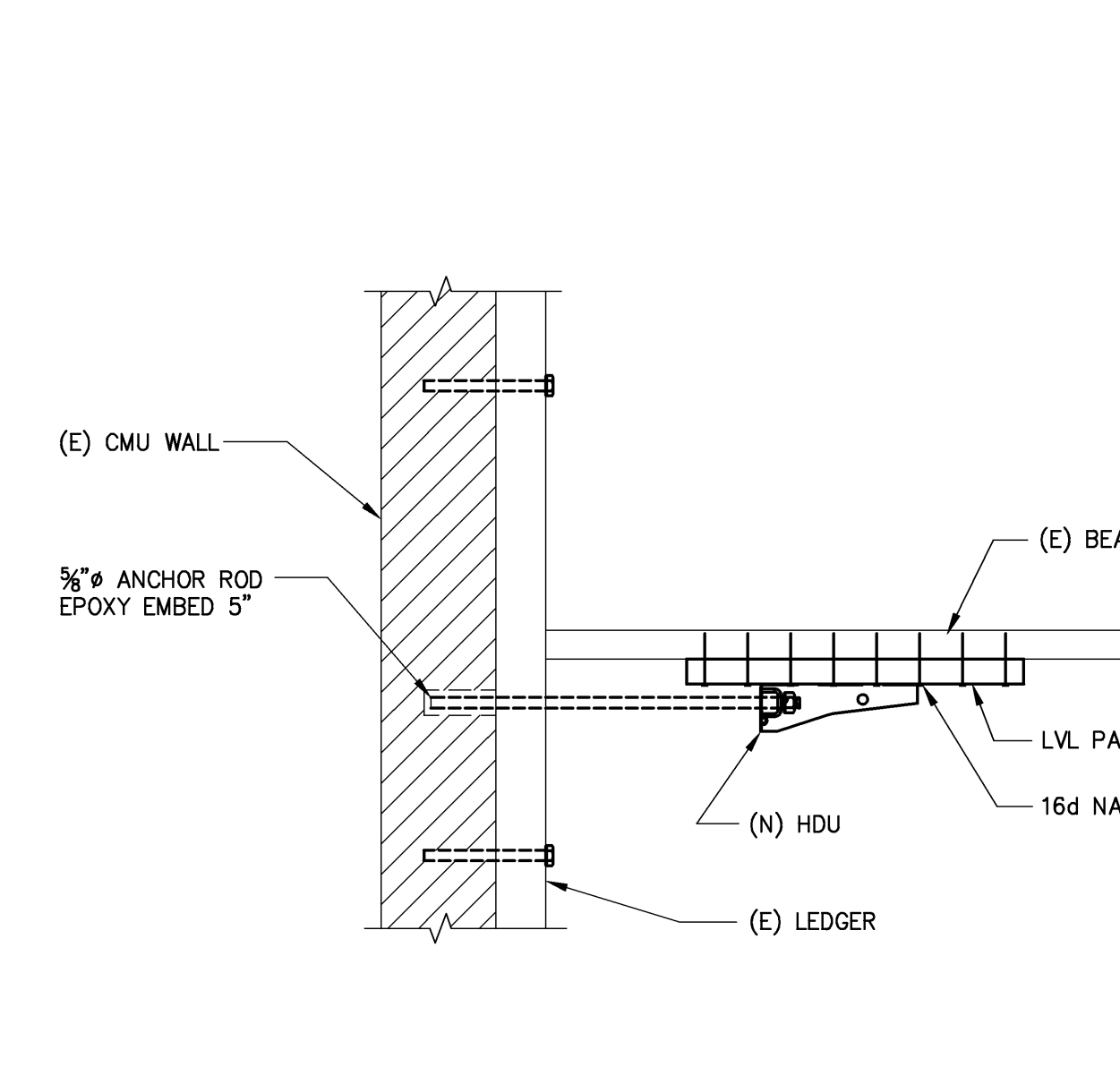
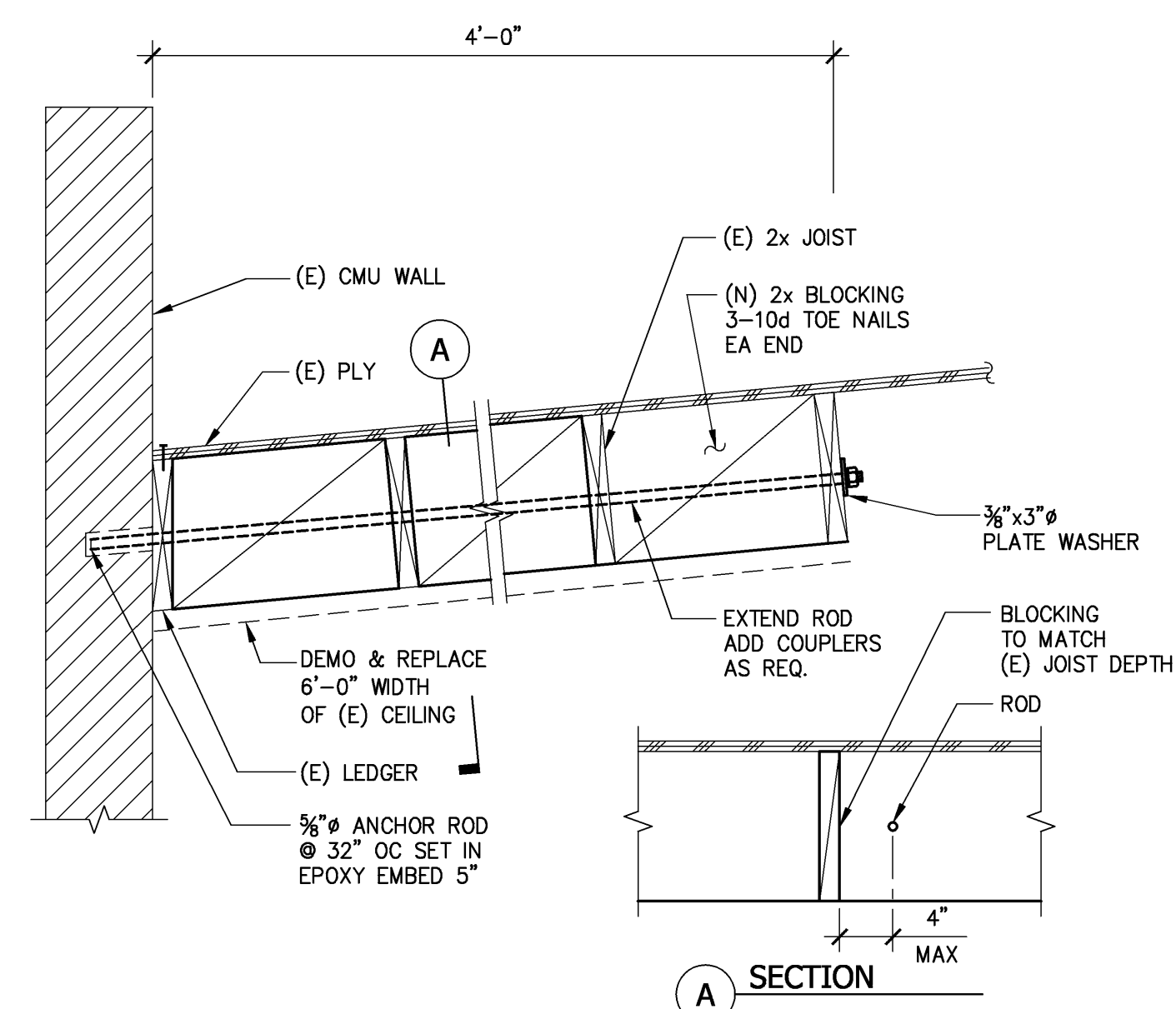
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9 COLLECTOR AT CMU WALL Scale: 1"=1'-0"

5 SECTION Scale: 1"=1'-0"

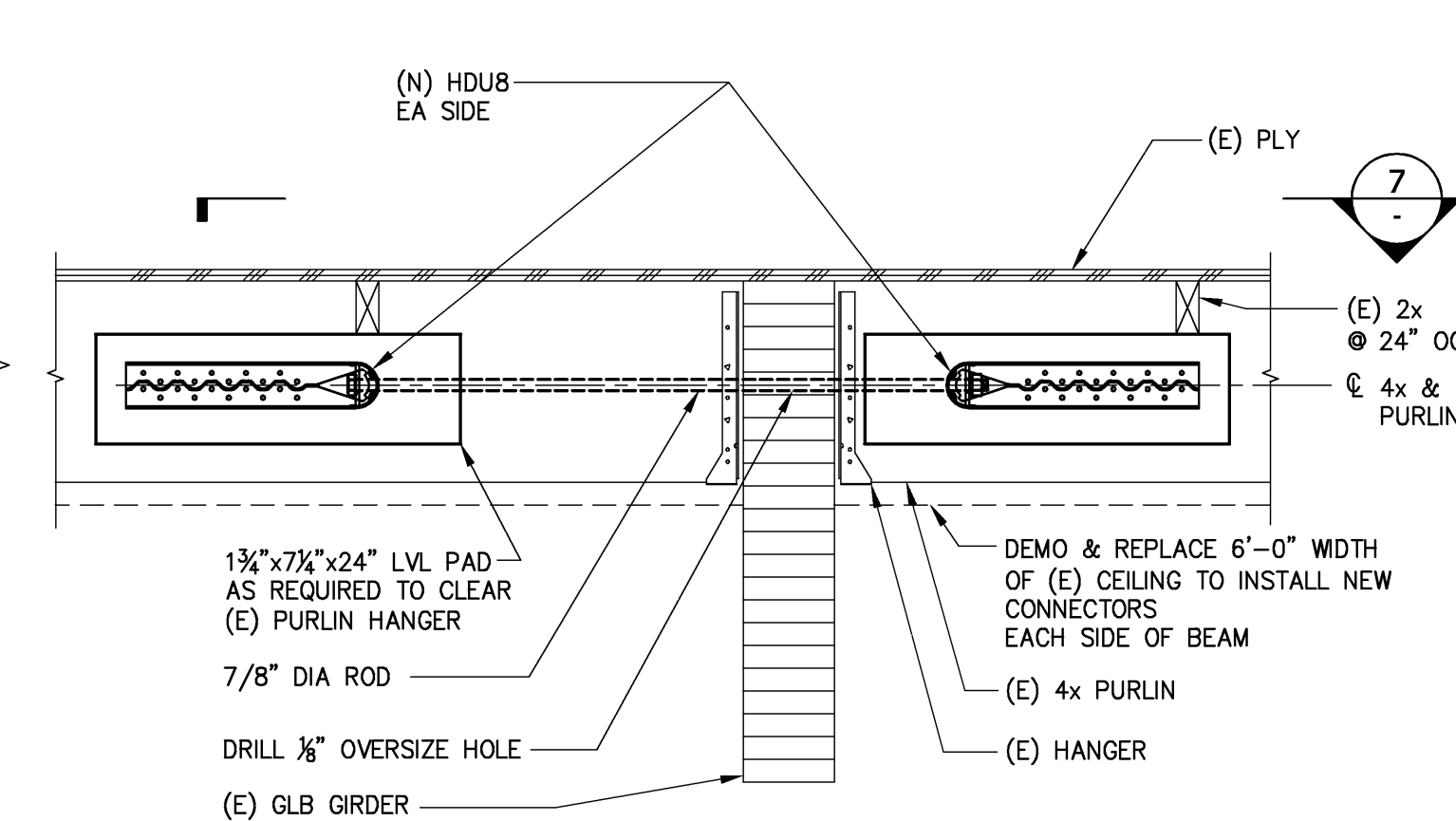
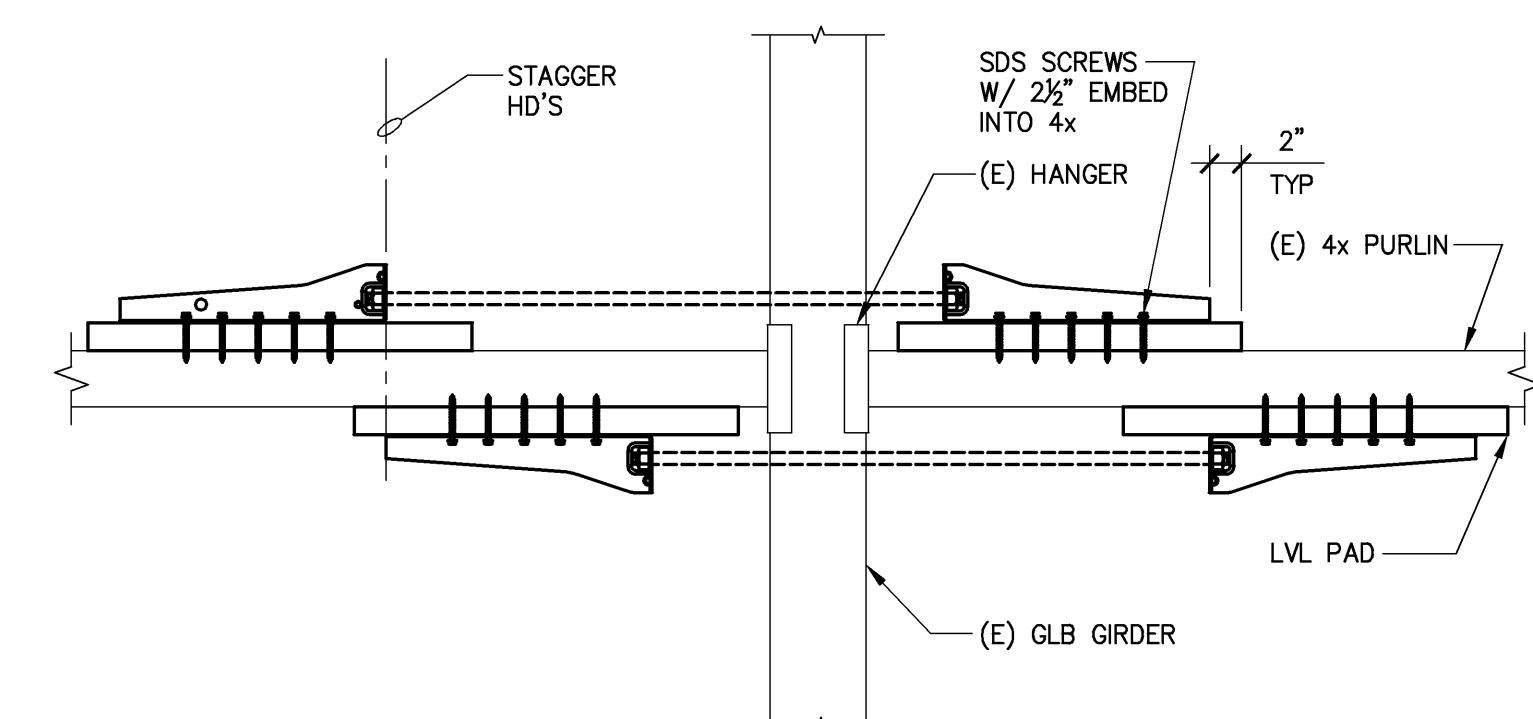
1 ROOF TIE Scale: 1"=1'-0"



10 WALL TIE PARALLEL TO FRAMING Scale: 1"=1'-0"

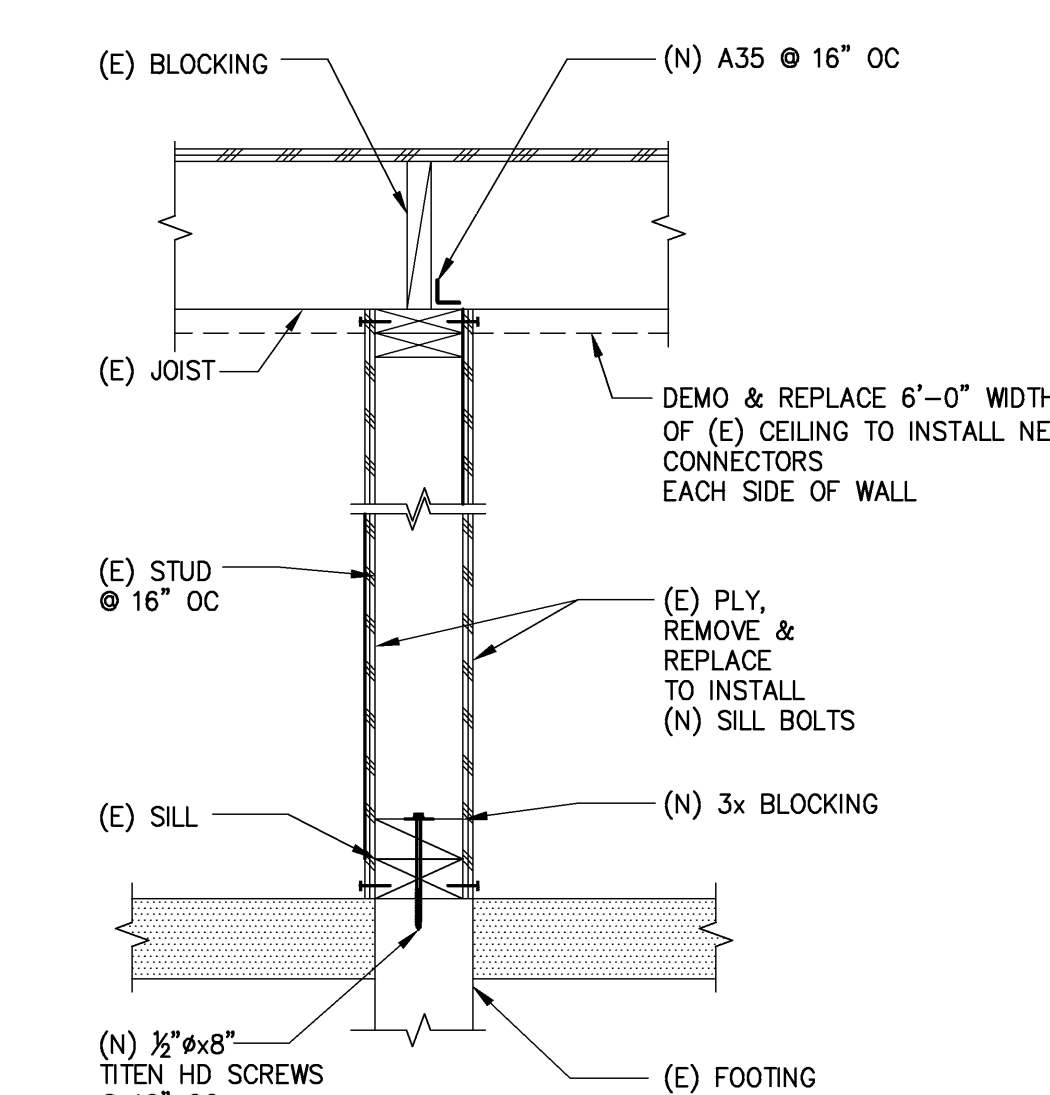
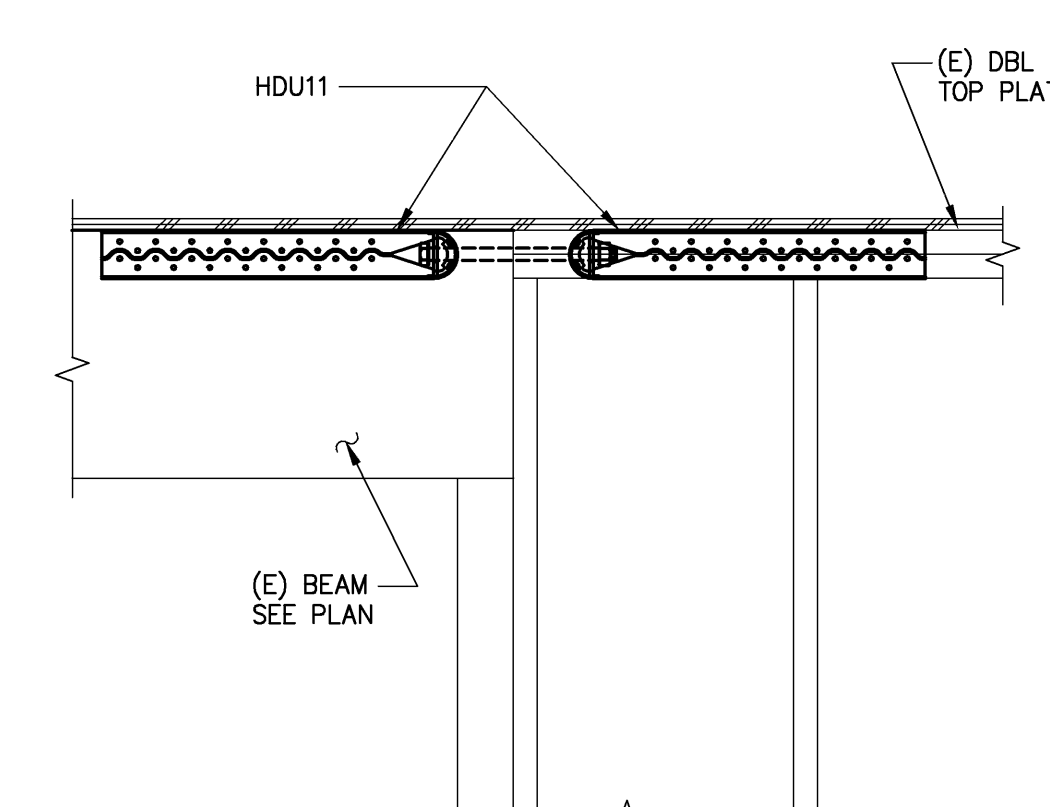
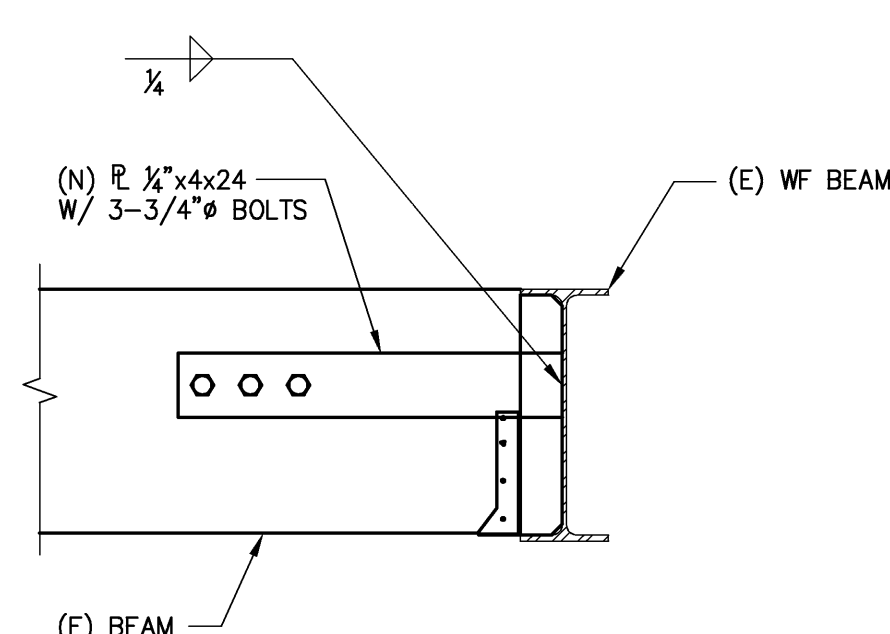
6 WALL TIE - PLAN Scale: 1"=1'-0"

2 WALL TIE - SECTION Scale: 1"=1'-0"



7 CROSS TIE - PLAN Scale: 1"=1'-0"

3 CROSS TIE - SECTION Scale: 1"=1'-0"



16 DETAIL Scale: 1"=1'-0"

8 COLLECTOR AT WOOD SHEAR WALL Scale: 1"=1'-0"

4 SHEAR WALL REINFORCING Scale: 1"=1'-0"

ARCHITECTS
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2800 TENTH STREET, SUITE 500
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TEL: 510-450-1999
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ALBANY UNIFIED SCHOOL DISTRICT
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ALBANY, CA 94706

LEOPOLD RAY-LYNCH
C-13455
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REGISTERED PROFESSIONAL ENGINEER
No. 4947
Exp. 6-30-16
STRUCTURAL ENGINEER

CONSULTANT
KPW
STRUCTURAL ENGINEERS, INC
130 WEBSTER STREET
SUITE 200
OAKLAND, CA 94607
T 510 208-3300
F 510 208-3303
WWW.KPWSE.COM

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AC _____ FLS _____ SS _____
DATE _____

REVISION SCHEDULE			
NO	DATE	BY	DESCRIPTION

DRAWN: _____ CHECKED: _____
DATE: 12/15/2014 SCALE: _____
PROJECT NUMBER: 1420500

DETAILS

DRAWING NUMBER: **S8.1**

Resolution on Sustainability & the Design and Construction of High Performance Schools

Albany Unified School District Board of Education

Resolution #2016-17-01 Adopted _____

WHEREAS, since its incorporation in 1908, the City of Albany has a long tradition of environmental activism;

WHEREAS, the Albany Unified School District work closely together as each school campus serves not only as a center for education, but also as a gathering place and a focal point for the community around it;

WHEREAS, Students and staff are entitled to a safe and healthy school environment, and studies have indicated that student achievement is greater and attendance higher, and teacher and staff retention is improved, when the learning environment is naturally comfortable and well maintained;

WHEREAS, Schools should employ design, construction and operation strategies that minimize operating costs, in particular for energy and water use;

WHEREAS, Schools that follow sustainable design principles can contribute to our community's environment by minimizing waste and air and water pollution;

WHEREAS, new school construction, modernization and operation within the City of Albany should be in alignment with the Climate Action goals and objectives of the City of Albany General Plan;

WHEREAS, the District's program to build new schools and renovate existing ones provides a unique opportunity to move beyond standard designs;

WHEREAS, the Collaborative for High Performance Schools (CHPS) has developed comprehensive design criteria based on the latest available information on sustainable school design, construction, and operation;

WHEREAS, Schools designed to meet the CHPS criteria incorporate environmental features that provide a context for learning;

THEREFORE, BE IT RESOLVED, that the Albany Unified School District Board of Education recognizes the progress already made by the District's staff and design teams to incorporate sustainable design criteria into the District's school construction and modernization program, creating high quality learning environments that are flexible and able to adapt to change; and

RESOLVED further, that every new school, new building and major modernization project—within the budget for the project—meet the CHPS Criteria minimum qualifying point and prerequisite threshold; and that the focus be on criteria in the following priority areas:

1. Student performance and staff health through measures such as daylighting, natural ventilation, the use of non toxic-emitting materials, and sound insulation or isolation to minimize noise and enhance classroom acoustical quality, and flexible and adaptable classrooms

2. Operating cost minimization through resource efficiency and a goal of being Net Zero Energy Ready
3. Minimizing the impact of District operations on the environment
4. Taking advantage of financial incentive programs

RESOLVED further, that the Board of Education directs staff to follow the CHPS Roadmap and scorecard to ensure the efficient and complete implementation of CHPS, including creating a performance tracking system to ensure the effective implementation of the CHPS criteria throughout design, construction and operation; and

RESOLVED further, that the Board of Education endorses District participation in and directs staff to pursue partnerships that further the goal of high performance schools, including Federal, State and utility programs that provide sustainable design financial incentives, and;

RESOLVED further, that during the design phase of all District construction projects, architects and staff shall—within the budget for the project—ensure that each design meets or exceeds the minimum requirements for CHPS certification, and shall report the scores for all of the CHPS categories; and the Board strongly recommends project participation in the CHPS Verified program, and;

RESOLVED further, that the Board of Education directs staff to develop an Environmental Purchasing Policy and a Maintenance and Operations Program for existing school buildings including an annual action plan for improvements, and;

RESOLVED further, that the Board of Education directs staff to report to the Board annually on the progress of this program, and provide quarterly summary statistics on the number of new schools and modernization projects designed and the percentage which have incorporated CHPS design criteria, and other statistics useful in assessing the progress of this effort, including an annual summary assessment of energy and water use in existing buildings and the utilization of the Maintenance and Operations Program.

PASSED AND ADOPTED by the Governing Board of the Albany Unified School District on this 9th day of August 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

ATTEST:

President of the Board of Education of the
Albany Unified School District

Secretary of the Board of Education of the
Albany Unified School District

Resolution on Sustainability & the Design and Construction of High Performance Schools

Albany Unified School District Board of Education

Resolution #2016-17-01 Adopted _____

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APPROVED:

ATTEST:

President of the Board of Education of the
Albany Unified School District

Secretary of the Board of Education of the
Albany Unified School District

Ocean View Elementary Site Design Narrative

Sequencing: The site will be occupied by students in C-Wing, Administration Offices, MPR and the (4) District owned portables through December 2019. The balance of the site, north of these buildings will be available to the Design Build Entity to start demolition activities as early as summer 2019. In January 2020 it is anticipated the Design Build Entity will have full control of the site until the project is completed.

Existing MPOE/MDF: District phones are VOIP. The (e) MPOE/MDF is located in the (e) Library. If required, the Design Build Entity will have either temporarily relocate the MPOE/MDF to IDF-1 or an otherwise permanent location for the MPOE/MDF. The objective is to establish service in advance of any work in the library.

Existing Clock/Bell/Speakers: The (e) Rauland Clock/Bell and Speaker system main panel is located in the Library. This system can be demolished after June 2019. Return the head end to the District for redeployment at another site.

Existing Fire Alarm: The (e) main Fire Alarm Control Panel (FACP) is located in room 10 in the Admin Offices. This building will remain in service and available to the District through December 2019. If required, the Design Build Entity may factor relocating the FACP based on the overall design layout. The Design Build Entity will reprogram, test and certify the existing FACP to allow continued occupancy of Admin. functions and students through December 2019.

Existing CCTV: The existing CCTV system has analog cameras operating on coax cables with the head end recording and viewing station in the Administration Building. If required, the Design Build Entity may factor relocating cameras based on the overall design layout. The cameras in occupied buildings will remain in service and available to the District through December 2019.

Trees: There are numerous trees and tree stumps on site that range in size from 4" to 48". There are (3) redwoods along Buchanan and (4) clustered at the intersection of Buchanan and Jackson, these trees are to be retained and be provided with tree protection measures following the City of Albany Tree Protection Standards. The District also places a priority on retaining (1) redwood tree located east of the Administration Building and North of the MPR. The DBE's proposed demolition plan shall show all trees to be demolished per the Geotechnical Investigation Report and all trees that are to remain and be provided with tree protection per the City Standards.

CHPS: The Civil Engineering portion of CHPS deals with site runoff and sedimentation control during construction (CHPS SS4.0). Erosion control measures should be implemented during construction to meet the SS4.0 point.

Permitting Agencies in addition to DSA and CGS: Offsite work is included in the Design Build Entity's scope of work. The Design Build Entity shall design any and all improvements necessary in Jackson Street and on Buchanan Street. Jackson Street is property of the University of California and Buchanan Street is property of the City of Albany. The Design Build Entity shall meet with District, the University and City staff and prepare all offsite plans and specifications for

approval. The Design Build Entity will prepare plans for submittal to EBMUD, PG&E and Crown Castle Fiber, and other utilities as required. The District will be provided all submittals and will pay all permit fees. DBE is responsible for submitting applications and documents to the California Department of Education (CDE) to finalize funding.

Fire Department Requirements

The Albany Fire Chief has requested (2) access points to the site to cover the entire campus.

Circulation in the parking lot should prioritize access by first responders including ambulance and fire trucks.

DBE to include all fire protection infrastructure as part of the scope of work. DBE to verify all fire access and layout plans showing FDC locations, hydrants, etc. with the local Fire Department early in the design phase to obtain concurrence.

Wet Utilities

Known existing utilities are shown on the topographic and utility surveys.

Existing potable and irrigation water meters are located on Buchanan and Jackson. Re-use of existing services to be determined by DBE and District.

DBE to provide minimum (1) new fire hydrant on the west side of the site. Re-use or re-spacing of (e) hydrants to be determined by DBE for adequate coverage, and proposed to District and local Fire Department for concurrence.

DBE to work with the District to prepare the EBMUD submittal early, and schedule the work factoring the EBMUD schedule. DBE is responsible for EBMUD application and submission process. Fees will be paid by the District.

DBE to confirm point of connection of sanitary sewer service through the observed (e) manhole at the north-west end of the site and connecting to the existing 8" SS lateral.

Stormwater Strategy

A stormwater analysis and shall be prepared in compliance with CHPS and C.3 requirements. The site requires a SWPPP plan. DBE to confirm Storm Drain (SD) system to connect to (e) SD sewer on the north-west end of the site and connecting to the existing 15" SD lateral.

Elements of the Work the following table presents the elements of the work included in the Site Criteria. Design Build Entity to provide new utility services and either demolish existing or abandon in place. Any abandoned line greater than 4" shall be grouted in place.

DBE to determine extent of demolition, removal or re-grouting of (e) abandoned utility lines, consistent with the Geotechnical Investigation and Geologic Hazard Study Report in the most cost-effective manner. DBE to furnish as-built drawings noting all utilities abandoned in place for future use by the District.

Item	Elements of the Work	Approximate Quantity -it is the DBE responsibility to ascertain the exact quantities to be

		demolished and properly disposed.
1	<p>SWPPP</p> <p>DBE shall supply the QSD to design the SWPPP and related erosion and sediment control plans.</p> <p>DBE shall retain the services of a QSP to oversee, monitor and report SWPPP and erosion and sediment control activities through the project until the project is closed on the states SMARTS system.</p> <p>District shall pay the fee's due to the CA Water Resources Control Board for registration of the project in the SMARTS system.</p>	Site is roughly 4.25 acres
2	Demolition	Extent to be determined by Design Build Entity (TBD)
2a	<p>Observed Storm Drain (SD) on Site:</p> <p>195' 4" Storm Drain piping</p> <p>1,367' 6" Storm Drain piping</p> <p>975' 8" Storm Drain piping</p> <p>190' 10" Storm Drain piping</p> <p>335' 12" Storm Drain piping</p> <p>28 Storm Drain Inlets</p> <p>(2) Storm Drain Manholes</p>	Approximately 3,062 linear feet of storm drain piping and structures.
2b	<p>Observed Sanitary Sewer (SS) on site piping:</p> <p>50' 4" Sanitary Sewer piping</p> <p>25' 6" Sanitary Sewer piping</p> <p>400' 8" Sanitary Sewer piping</p> <p>(1) Sanitary Sewer manhole</p>	Approximately 475 linear feet of sanitary sewer piping and structures.
2c	<p>Observed Irrigation Water (IW) on site piping:</p> <p>885' of IW piping</p>	Approximately 885 linear feet of IW piping, valves, boxes and thrust blocks.
2d	Observed Fire Water (FW) main and (1) hydrant on Jackson Street.	Approximately 120 linear feet of piping. Assume it is 6" DI piping, remove thrust blocks, valves and appurtenances.
2e	Observed Water Line(s) (WL) Water Meter(s) (WM) and Water Valves (WV) on the site.	Approximately 535' of water piping, thrust blocks and all piping appurtenances.
2f	Observed TV and Tel services on site.	Approximately 130' each, of TV and Tel conduits and structures that run from the site, across Jackson to the

		pole on the east side of Jackson.
2g	Observed Signal Electric Lines (SG) on site.	Approximately 425' of SG conduits and structures and route signals between campus buildings.
2h	PG&E owns the transformer and primary electric service that is 150' from the point of service on the south-east edge of the site. Demolish electric infrastructure on site.	Approximately 895' of electric service conduits and structures that routes between campus buildings.
2i	Demolish Street Light (SL) circuit on site. Reconnect existing field lights to new source.	Approximately 210' of SL conduit on site.
2j	Demolish and grind stumps on site.	TBD remove and grind stumps that are on site.
2k	Unknown (UNK). There is an unknown pipe located in the 25' sewer easement on site.	Protect in place 440' of UNK piping within easement.
2l	Medium pressure gas on site.	Protect in place 550' of medium pressure gas piping within easement. Protect in place 280' of natural gas piping to MPR.
2m	City owned 15" Sanitary Sewer piping on site. This line is shown 20' north of the 25' sewer easement at the east end and 10' at the west end of the site.	Protect in place approximately 350' of city owned 15" SS piping and structures.
2n	Demolish 140' of 6' chain link fence and 75' of 14' chain link fence and realign after modular is moved to the north side of the site.	TBD remove and dispose of 215' of 6' and 14' tall chain link fence.
3	IT Distribution Upgrades on site	TBD
3a	Duct bank between new MPOE/MDF and existing pole on Jackson Street.	TBD
3b	Fiber Media from pole to MPOE/MDF by District	TBD
3c	Copper Media from pole to MPOE/MDF by District	TBD
4	Electrical Upgrades on site	TBD

4a	PG&E primary Service Upgrade.	TBD
4b	Electrical Distribution on site	TBD
5	Grading and Drainage	TBD
6	Dewatering	TBD
7	Utility Structures	TBD
9	Potable and fire service water main	TBD
9a	Potable water to the building	TBD
9b	Fire Sprinkler water to the building	TBD
9c	Fire Water (FW) main and campus hydrant(s)	TBD
10	Sanitary sewer connection from the building(s)	TBD
11	Sanitary sewer from the site	TBD
12	Storm drains from the building rain water leaders	TBD
13	Storm drains from the site	TBD

End of Ocean View Elementary Site Design Narrative

Low Voltage, Audio Visual and Technology Criteria

Refer to Ocean View E.S. Bridging Documents Outline Specifications by HY Architects dated 10/12/2018. These documents shall be used concurrently to fully define the low voltage criteria for the Project. Design Build Entity shall review Division 26, 27 and 28 requirements and conform the design such that this document provides further clarification of the requirements.

A. Telecommunications

1. Service Point

The District has a multi-year agreement with Crown Castle Fiber to operate a District wide Intranet. Crown Castle Fiber owns equipment and fiber optic cables up to the point of service in the existing MDF. The Crown Castle Fiber Hub is located at Albany High School. The Crown Castle fiber optic cable is routed across town to pole #0416/110299024 located on the east side of Jackson Street across from Ocean View Elementary School. At the pole the fiber drops down with an AT&T owned 50 pair copper cable to a 2" PVC conduit installed in 1973 via a single Christy box to the existing MPOE/MDF located in the (e) Resource Center (Library) building.

The Design Build Entity shall establish the location of the MDF and cover the redesign back to pole #0416/110299024. The Design Build Entity will coordinate with the District and Crown Castle Fiber to schedule the design and construction of the work. Crown Castle Fiber will contract directly with the District to modify the existing service, including removing their equipment from the MPOE/MDF and pulling their fiber back to the pole as determined by the Design Build Entity. The Design Build Entity will design and install (2) 2" schedule 40 PVC underground conduits and structures from the new MPOE/MDF to the base of the pole. Conduits will terminate in a Christy box sized for that purpose and located at the base of the pole and will extend to the pole as required. Crown Castle Fiber will provide and install (1) new 48 strand SM fiber from the pole to the MPOE/MDF via the Design Builders conduit and infrastructure and terminate on a Crown Castle Fiber patch panel and fiber switch that will be located in a CFCI rack within the MPOE/MDF. Once the Crown Castle fiber is installed the Design Build Entity will install a new riser on the pole to cover the new fiber.

Copper services for the campus will be from AT&T also sourced from pole #0416/110299024 located on Jackson Street. The Design Build Entity will coordinate with the District and AT&T to schedule the design and construction of the work. AT&T will contract directly with the District to modify the existing service, including removing their cabling back to the pole as determined by the Design Build Entity. The Design Build Entity will provide (1) 2" schedule 40 PVC underground conduit and structures from the new MPOE/MDF to the base of the pole. The conduit will terminate in the same Christy box as the Crown Castle Fiber conduits terminate in, and will extend to the pole as required. AT&T will supply and install (1) 25 pair copper cable from the pole to the MPOE/MDF via the Design Builders conduit and infrastructure and terminate on AT&T protector blocks per AT&T standards. Design Build Entity will transition from outside to inside cables and extend the 25 pair copper services to the MDF and terminate on a 110 block mounted in the MDF. Pathways and wire management will be by the Design Build Entity to support the copper service. Once AT&T installs their cable the Design Build Entity will install a new riser on the pole to cover the new cable.

If the Design Build Entity decides to start in summer 2019 the Design Build Entity will convert existing IDF 1 (located in the administration building) to the MPOE/MDF and refeed IDF 2 and 3 (located in the MPR and modular classroom 44/45, respectively) so these services stay in service until the 4th and 5th grades vacate the site which is anticipated to be January 2020. For the temporary service the Design Build Entity will coordinate requirements with the District, Crown Castle Fiber and AT&T.

2. Intra and Inter Building Distribution

Telecommunications distribution within the new campus will be supported from a new MPOE/MDF. Each building will have its own BDF or IDF as determined by the Design Build Entity. From the MDF horizontal fiber backbone cables will connect the remote BDF(s) and/or IDF(s). If the cabling is routed underground cables designed for outside plant shall be used.

Network equipment located in the BDF or IDF shall be housed within equipment racks. Network equipment will be OFOI, Design Build Entity will provide patch cabling within the rack between WOAs and OFOI switches and will coordinate with District on installation of OFCI and OFOI materials for both analog and digital services within the building.

The MPOE/MDF room is to be a minimum of 10 feet by 12 feet and IDF rooms shall be sized based on the area served but in no case less than 4 feet by 5 feet. The IDF(s) are to be located centrally to accommodate maximum category-rated cabling lengths, of 295 feet from network equipment to all WAO ports.

New copper station cabling will connect from the CFCI patch panels located in BDF/IDF(s) racks directly to individual WAO's. The Design Build Entity will be responsible to design facilities from the punched down AT&T protectors to the rack to enable the use of the AT&T copper services on any WAO as determined by the District.

OFOI network equipment located within the MDF/BDF or IDF room(s) shall be backed up by OFOI uninterruptible power supply(s) (UPS). The Design Build Entity will determine the exact loads and runtimes with the District in the design process and will coordinate procurement of the OFOI and CFCI equipment.

The Design Build Entity will be the Engineer of Record for the Construction Documents that show the Structured Cable System with CFCI, OFCI and OFOI components as described. The Design Build Entity will do end to end design, installation, labeling and testing of all low voltage cabling on the campus. The Design Build Entity will provide locked rooms prior to the District installing any OFOI equipment.

3. Inter Building Horizontal Cabling/Connectivity

The horizontal structured cabling system is to be unshielded twisted pair Category 6 rated cabling (UTP CAT 6), originating from high density patch panels in the BDF and or IDF to WOAs throughout the building. UTP CAT 6a shall be provided for Wireless Access Points (WAPs) only.

CCTV network drops shall be organized so all cameras are grouped to dedicated OFOI network equipment.

Drops for WAP's shall be single cable Category 6a and shall be organized so all WAP WAO's are grouped to the OFOI network equipment.

WAO's with RJ45 jacks are to be used for both data or voice over IP (VoIP) connectivity. A CFCI voice patch is to provide connectivity between the copper backbone and analog emergency devices, including emergency/elevator phones, and fax lines at copier locations, etc.

WAO distribution is to be provided to support both wired and wireless connectivity throughout all spaces, including administrative spaces, classrooms, the Library, any Outdoor Learning spaces and utility spaces. Wireless connectivity is to support the IEEE

802.11ac standard. Refer to HY Program Document dated October 12, 2018 for room types.

a) Each classroom will be provided with:

- (1) 2 Jack Faceplate with (2) cables that will be located at a designated Teacher workstation. This faceplate will serve a VoIP phone and spare jack for a printer or copier or other network device the teachers may have.
- (1) 2 Jack Faceplate with (2) cables that will be located kitty corner to the designated teachers workstation.
- (1) Single Jack Faceplate with (1) cable that will be located at the AV Projector, see section C Audio Visual description.
- (1) Single Jack Faceplate with (1) Cat6a cable that will be located at the WAP, see section D.

b) Administration and office spaces will be provided with:

- (1) 2 Jack Faceplate with (2) cables that will be for a VoIP phone and copier (Secretary/Receptionist area).
- (1) 3 Jack Faceplate with (3) cables for each workstation location for VoIP phone, computer and printer (Secretary/Receptionist, Principles Office, Multi-Use Office, Counseling Offices, Small Unassigned Meeting Rooms, Nurses Office, Speech Therapy Office, Librarians Office, Audio/Video Storage Room, 2 half size ELD Spaces).

c) Library circulation area will be provided with:

- (2) 3 Jack Faceplates with (3) cables in the general circulation area.

d) Conference Room, Storage Records/Safe Room, Staff Lounge and Staff Workroom and Library/Media Center Work Room will have:

- (1) 3 Jack Faceplates with (3) cables, Design Build Entity to coordinate location with District FF&E planning.

The Design Build Entity will work with the District and District Providers to identify additional network drops and cable counts to cover systems for, CCTV, Card Access/Intrusion and AV system requirements covered in this criteria.

The Design Build Entity will provide turnkey network drops for: code required Assistive Listening, Fire Alarm, Building Management, Rauland Clock/Bell and Elevator systems also covered in this criteria.

4. Pathways

Each WAO is to receive a minimum 4-11/16" square, 2-11/16" deep backbox with 2-gang ring, and 1" conduit to accessible ceiling space, cable tray, J hook or BDF. Cable trays and J hooks shall be within accessible spaces, and conduit runs shall be within inaccessible spaces.

Provide organized pathway infrastructure for all low voltage system structured cabling.

Where multiple systems are routed within the same pathway provide sufficient separation within trays and conduit infrastructure designated for each system. Size pathways for maximum 40% calculated cable fill, with 15% room for future growth. Where feasible, locate pathway systems above public areas like building corridors for ease of accessibility.

B. Electronic Security

1. Card Access/Intrusion Detection

The Card Access system will also be used for Intrusion to monitor all building entry and exit portals, including door contacts at door frames and glass break detectors at key full glass building facades. The system is to tie into the existing District wide Lenel head end management system. The Design Build Entity will work with the District and District OFCI Supplier to design the Card Access/Intrusion system. The Design Build Entity will provide Allegion AD300 Electronic Locks for all doors that are part of the Card Access/Intrusion System and will provide raceways, power and cables for OFCI card readers, door position switches, request to exit's, controllers and all cables end to end with associated hardware. Design Build Entity will coordinate power and signal cabling with the Districts OFCI Supplier. Design Build Entity will be the EOR for the Construction Documents that show the OFCI Card Access/Intrusion System.

The District will pay for additional licenses and servers/software to be provided to support integration with existing headend. Card Access controllers are to be homerun back to patch panels and network switches within the IDF/MDF.

2. Video Surveillance

The video surveillance system is to tie into the existing District wide Milestone headend VMS system. The Design Build Entity will provide raceways, power and cables for OFCI Camera's and IR lights, controllers and associated hardware. Cameras are to be located and positioned at each exterior portal to capture incoming and outgoing traffic. Design Build Entity will coordinate power and signal cabling with the Districts OFCI Supplier. Design Build Entity will be the EOR for the Construction Documents that show the OFCI CCTV System.

The District will pay for additional licenses and servers/software to be provided to support integration with existing headend. OFCI cameras are to be IP- transmission based and capable of being remotely powered via power- over-ethernet (PoE). Cameras are to be homerun back to patch panels and network switches within the IDF/MDF.

C. Audio/Visual

All classrooms and the Library are to be outfitted with multi-media presentation systems. The spaces will feature video display, audio reinforcement, source input and system control. Design Build Entity will coordinate with District and District OFCI Suppliers for Lightspeed speakers and Epson projectors.

Projection systems with images sized to accommodate presentation legibility are to consist of high-resolution, minimum 3,500 lumen brightness, short throw and ceiling-mounted projectors. Classrooms will be provided with anti-glare white boards that will act as screens. The Library will be provided with a center mount projector and manual pull-down, 16:10 aspect projection screen, sized no smaller than 5 screen heights to the furthest viewer. Center mount loudspeakers will be located in the center of the room and will provide audio from a selected source.

At the Teachers workstation a wall plate will provide the following configuration:

- (1) HDMI for an AppleTV
- (1) HDMI for an input from a teacher's device to the projector with video and audio signals
- (1) VGA input from a teacher's device to the projector

(1) 3.5 mm audio jack from the projector to the Lightspeed 955 Access controller

(1) 2 conductor 18 AWG speaker cable from Lightspeed 955 Access to the TCQ speaker

The Design Build Entity will coordinate with the District, and Districts OFCI Supplier to identify the Lightspeed options and determine any wiring changes associated with the final design.

Also at the teachers workstation provide an 120v duplex power outlet for the AppleTV and the Lightspeed 955 Access controller.

Design Build Entity will consider the placement of the AppleTV and Lightspeed 955 Access in proximity to the wall plate and provide mounting details.

At the Projector location provide another wall plate with the following configuration and interconnected to the Teachers workstation wall plate:

(1) HDMI from AppleTV to Projector

(1) HDMI from Teachers PC to Projector with voice and video signals

(1) VGA from Teachers PC to Projector

(1) 3.5 mm audio jack for audio out from the projector to the Lightspeed 955 Access

The box can also be sized to serve as a passthrough of the 2 conductor 18 AWG speaker cable from Lightspeed 955 Access to the TCQ speaker that is mounted in the center of the room, or a separate pathway to the speaker shall be provided. The Design Build Entity will be responsible for the interconnection of the system components and mounting of the OFCI parts.

The Projector shall also have a network drop with a single Cat 6 cable specified elsewhere in the criteria.

The Projector shall have a 120-volt duplex outlet mounted in the ceiling for the center mount projector, or high on the wall for the short throw projectors.

Where spaces require a Code-compliant assistive listening system, receiver quantity shall be as required by code. Source inputs are to provide both digital HDMI and analog RGBHV and stereo mini audio connectivity to support a variety of source types similar to what is required in the classrooms. A basic, intuitive button control panel is to provide system control including systems on/off, source selection, and volume control. If provided the control system is also to tie-in to the lighting and shade control system to trigger a pre-set scene during a multimedia presentation. The Code required assistive listening system will be turnkey by the Design Build Entity and the District does not have a standard product for these systems. The Design Build Entity will coordinate with the District to provide an integrated system that works with any OFCI systems.

Code required audiovisual systems equipment will be located within equipment racks local to the room served.

The District uses Lightspeed 955 Access and TCQ speakers, Epson Brightlink 685 Wi Interactive 3LCD short throw Projectors and PowerLite 109W WXGA 3LCD center mount Projectors. Projectors and Lightspeed equipment shall all be OFCI. Design Build Entity will be the Engineer of Record for the Construction Documents that show the OFCI AV Systems, and Code Compliant Assistive Listening Systems.

D. Wireless Connectivity

District uses Rukus R720 Wireless Access Points (WAPs). These WAP's are OFCI. The Design Build Entity will be the Engineer of Record for the Construction Documents that show the OFCI WAP's. The Design Build Entity will provide a *.dwg file to the District early in Design Development to use with the WAP supplier to optimize placement of the WAP's. Design Build Entity will place the WAP's and coordinate services with District as part of their Professional Services.

WAP's will be served by Cat 6a cables at single jack faceplates on the ceiling or wall.

WAP's will have dedicated network switches that are OFOI.

Cabling infrastructure for WAP's shall be end to end by the Design Build Entity.

E. Public Address/Announcement, Clock and Bell Systems

The campus will be provided with a new Rauland Telecenter U system. The system will provide public address announcements, bells and clocks in the new campus. Loudspeakers are to be provided for uniform coverage within the building and campus, as well as exterior loudspeakers at building facades not facing other campus buildings, speakers shall be IP based except exterior speakers shall be analog for improved sound quality and durability. The master clock and bell headend system is to be programmed to provide synced time between spaces and scheduled bells, programmed per District specific requirements. Provide announcements and bell coverage and a single clock in each classroom, in the library and administration space. This system is to be turnkey to the Design Build Entity.

F. Emergency Responder Distribution System

A CFC Article 510 emergency responder distribution system is a radio frequency broadcast system that provides public safety radio coverage throughout the building, to allow officials such as Police, Firefighters and ambulances the ability to clearly communicate with their counterparts within and outside of the building. While an emergency responder system is likely not required for the campus based on size and construction type; however, the Design Build Entity bears the risk to provide the system if required after being evaluated during construction.

G. Two-Way Communications

Per CBC Section 1007.8 a Code-required two-way communications will provide area of rescue assistance via communications between a central command unit located in the building lobby and an upper level call station.

**ALBANY UNIFIED SCHOOL DISTRICT
BOARD AGENDA BACKUP**

Special Meeting of January 30, 2019

ITEM: BOARD OF EDUCATION GOVERNANCE

PREPARED BY: VALERIE WILLIAMS, SUPERINTENDENT

TYPE OF ITEM: REVIEW AND DISCUSSION

PURPOSE: The Board of Education to discuss Board governance.

BACKGROUND INFORMATION/DETAILS:

The newly reconstituted Board of Education needs an opportunity to discuss governance issues and procedures. The Board Governance Handbook and Board Bylaw 9005 were created to provide the Board with best practices. Both have been provided for consideration, although it is essential that any governing board agree their own norms and protocols.

- [AUSD Board Governance Handbook](#)
- [AUSD Board Bylaw 9005- Governance Standards](#)

Other considerations are:

- Schedule for Posting the Board Packet
- Effective Board Governance workshop

STRATEGIC GOALS ADDRESSED:



Objective #3: Communicate and Lead Together. Goal: All stakeholders will collaborate and communicate about decisions that guide the sites and district.

RECOMMENDATION: The Board of Education to discuss Board governance



**1051 Monroe Street
Albany, CA 94706**
510.558.3750 Phone
510.559.6560 Fax
www.ausdk12.org

District Administration
Valerie Williams, *Superintendent*
Peter Parenti, *Assistant Superintendent*
Allan Garde, *Chief Business Official*

Board of Education
Paul Black, President
Ross Stapleton-Gray, Vice President
Charles Blanchard, Trustee
Jacob Clark, Trustee
Kim Trutane, Trustee

Albany Unified School District

School Board

Governance Handbook

REVISED: April 18, 2017

Thoughts on school boards, education and governance contributed by Albany Unified School Board Trustees

“Every law not based on wisdom is a menace to the state.”

—Frederick Wellington Ruckstull

“Vision without action is merely a dream. Action without vision just passes the time. Vision with action can change the world.”

—Joel Barker

“Our progress as a nation can be no swifter than our progress in education.”

—John F. Kennedy

“Education is the most powerful weapon which you can use to change the world.”

--- Nelson Mandela

"So much of America's tragic and costly failure to care for all its children stems from our tendency to distinguish between our own children and other people's children--as if justice were divisible."

---Marian Wright Edelman

“Children are human beings to whom respect is due, superior to us by reason of their innocence and of the greater possibilities of their future.”

---Maria Montessori

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I. UNITY OF PURPOSE

**AUSD Mission & Vision Statement
Created October 2 and 3, 2009 by the
Strategic Planning Committee
Adopted by the Board on April 20, 2010**

Retitled to Mission & Vision Statement on August 25, 2015

The mission of AUSD is to provide excellent public education that empowers all to achieve their fullest potential as productive citizens. AUSD is committed to creating comprehensive learning opportunities in a safe, supportive, and collaborative environment, addressing the individual needs of each student.

**Values and Beliefs that helped to form
the Mission & Vision Statement
Created October 2 and 3, 2009 by the
Strategic Planning Committee
Adopted by the Board on April 20, 2010**

- A safe and supportive learning environment for all promotes student achievement and embraces diversity within our community.
- Teachers, support staff, administrators, families and the community share the responsibility for advancing the school system mission, goals, and promoting learning across the system.
- Each student is a valued individual with unique physical, social, and emotional needs.
- All students can develop a deep understanding of essential knowledge and skills, apply their learning, produce quality work, think critically, and become contributing members of society.



ALBANY
UNIFIED SCHOOL DISTRICT

Albany Unified School District Strategic Plan Goals
Created by the
Action Planning Teams – October 2009 to January 2010
Adopted by Board of Education on April 20th, 2010

Revised and Retitled to Objectives & Commitments February 9, 2016



Objective #1: *Assess and Increase Academic Success. Goal: We will provide a comprehensive educational experience with expanded opportunities for engagement, assessment, and academic growth so that all students will achieve their fullest potential.*

Commitments:

- We will implement the California Standards.
- We will provide academic intervention for students who struggle.
- We will continue to provide English Language Development Programs for students who are identified as English Language Learners.
- We will hold ourselves accountable and determine student success based on multiple measures.
- We will provide academically rigorous Career Technical Education programs that engage students in the practice of skills needed in modern work environments.
- We will provide a broad selection of Advanced Placement and honors courses across all disciplines, encourage students to enroll in these and other challenging classes, and provide support for students who do so.
- We will offer an articulated music instructional program to all 1st—12th grade students.
- We will ensure that all students and staff have access to technology sufficient to support learning and assessment.
- We will provide libraries to students and staff in each school to support learning.
- We will attract, hire, train, support, and retain a highly-qualified and diverse staff.
- We will track the college graduation rates and employment rates of former students.



Objective #2: Support the Whole Child. *Goal: We will foster the social and emotional growth of all students, implement an array of strategies to increase student engagement, identify individual socio-emotional and behavioral needs, and apply collaborative appropriate interventions.*

Commitments:

- We will provide schools that maintain a safe, inclusive, and positive climate.
- We will provide policies and procedures that reflect current research and best practices regarding students' physical and socio-emotional well being.
- We will increase the number of students who have a positive relationship or connection with staff and peers, feel safe, and have expanded opportunities to be involved at school.
- We will provide time for regular collaboration between district staff, families, and other stakeholders to identify students' needs and to develop and implement appropriate interventions.
- We will integrate the teaching and practice of social and emotional skills into our schools and evaluate the effectiveness of any adopted programs or curriculum.
- We will provide a robust attendance reporting and intervention program.
- We will provide academic counseling and intervention to students in grades 6th—12th.
- We will provide a mental health services program.
- We will provide a comprehensive “wrap-around” set of services for students who struggle in school.

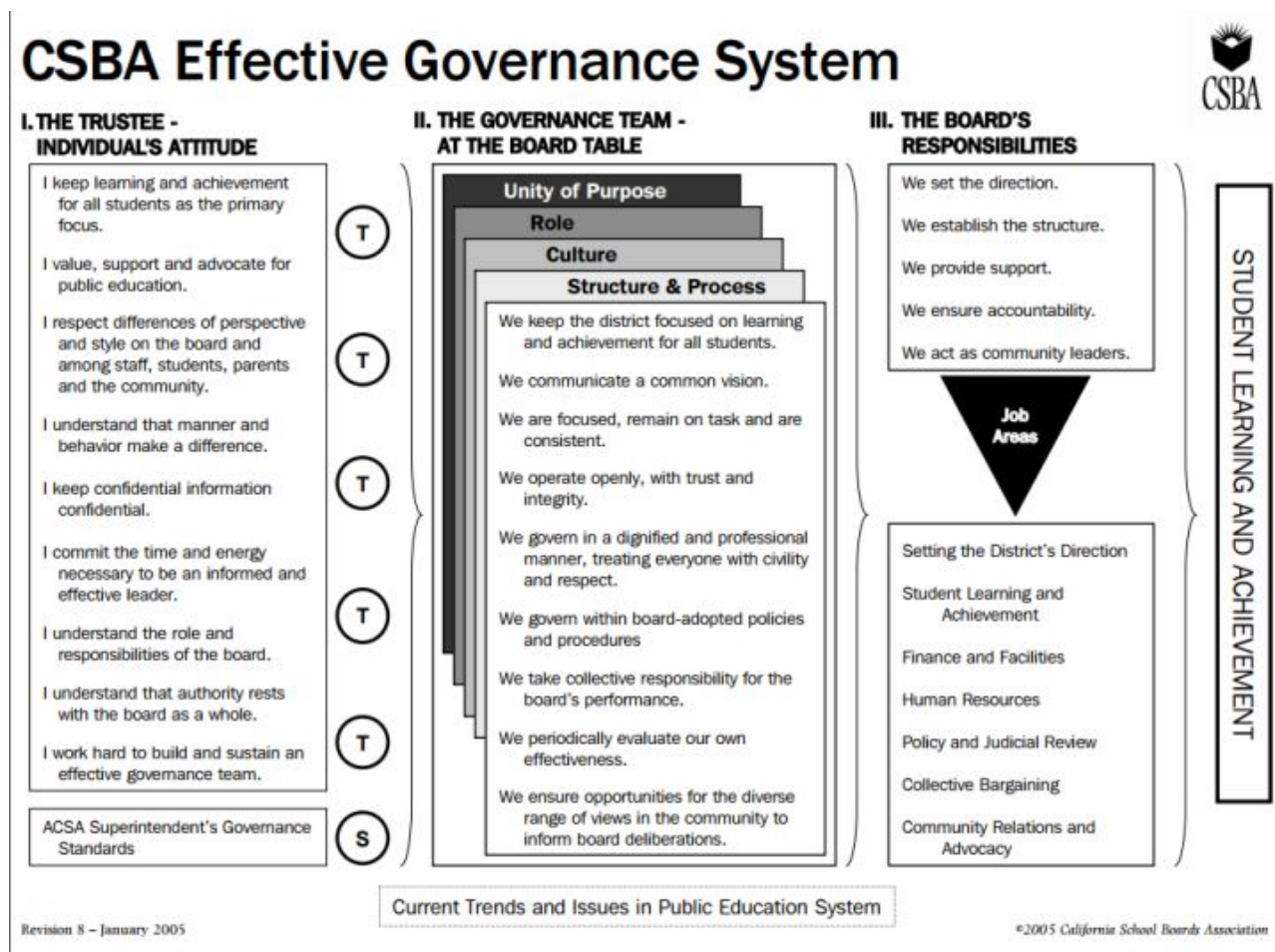


Objective #3: Communicate and Lead Together. *Goal: All stakeholders will collaborate and communicate about decisions that guide the sites and district.*

Commitments:

- We will establish effective communication among the District, the schools, and the community, and be responsive to the concerns and interests expressed by members of the community.
- We will encourage and support the engagement of parents and community members, and will develop meaningful opportunities at all grade levels for parents/guardians to be involved in district and school activities; advisory, decision-making, and advocacy roles; and activities to support learning at home.
- We will work with city and county agencies and organizations to promote and facilitate coordinated services for children, and will develop partnerships with businesses.
- We will advocate at all levels of government for support for early-childhood education and will explore the availability of grants and other financial support for such programs.
- We will provide highly-qualified clerical support throughout the district.
- We will enhance the leadership capacity at the site, district, and community levels for collaborating on making decisions, communicating, and assessing site and district goals.

II. CSBA EFFECTIVE GOVERNANCE SYSTEM DIAGRAM



III. AGREEMENTS TO FACILITATE GOVERNANCE LEADERSHIP

Governance Team Norms and Protocols:

The Board of Education for the Albany Unified School District is entrusted by the community to uphold the Constitutions of California and the United States, to protect the public interest in schools, and to ensure that a high quality of education is provided to each student. The Board and Superintendent must function together as a governance leadership team in order to effectively meet district challenges. Agreed upon behaviors, or norms, and operating procedures, or protocols, support consistent behaviors and actions among team members. The purpose of the governance team agreements is to ensure a positive and productive working relationship among Board members, the Superintendent, district staff, students and the community. The following norms and protocols were developed for and by the members of the governance team, and may be modified over time as needed.

Our Agreements to Facilitate Governance Leadership:

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| 24. Restrictions on the Use of Acronyms | 24 |

We have reviewed and agreed to the aforementioned governance team norms and protocols in order to support a positive and productive working relationship among the Albany Unified District Board of Education, staff, students and the community. We shall review and renew these agreements annually.

Affirmed on this 31st day of January 2011

Revised on this 17th day of April 2012

Revised on this 8th day of January 2013

Revised on this 12th day of February 2013

Revised on this 12th day of March 2013

Revised on this 27th day of May 2014

Revised on this 25th day of August 2015

Revised on this 5th day of April 2016

Revised on this 18th day of April 2017

Paul Black, Board President

Ross Stapleton-Gray, Board Vice-President

Jacob Clark, Trustee

Charles Blanchard, Trustee

Kim Trutane, Trustee

Valerie Williams, Superintendent

Meeting Guidelines: Norms

We agree to:

- Maintain a focus on what is best for our students.
- Show respect (never dismiss/devalue others).
- Be willing to compromise.
- Disagree (when necessary) agreeably.
- Make a commitment to effective deliberation, each one listening with an open mind while others are allowed to express their points of view.
- Participate by building on the thoughts of a fellow Board member.
- Make a commitment to open communication and honesty, no surprises.
- Commit the time necessary to govern effectively.
- Be collaborative.
- Maintain confidentiality (which leads to the building of trust).
- Look upon history as lessons learned; focus on the present and the future.

(To be listed on the first page of meeting agendas.)

Protocols to Support Effective Governance

1) Issue: Orienting a New Board Member

Principles: A new member of the Board will need to invest time in training and understanding the job in order to be effective. Recent or more experienced Board members should mentor and support new members so that the entire Board can be efficient and effective.

Protocols:

- The president of the Board and the Superintendent should provide the resources and guidance and provide the new member with opportunities for training as soon as possible. The CSBA's workshops for new Board members are one such opportunity.
- The president of the Board should welcome the new member, provide that member with the article, "What New Board Members Need to Learn in Their First 100 Days" http://www.csba.org/en/NewsAndMedia/Publications/CASchoolsMagazine/2012/Spring/InThisIssue/QAGovern_Spring2012.aspx (see **Appendix A**) as well as the most recent copy of the Board's Governance Handbook. Then the president should explain that any questions that arise from reading of the article and handbook can be answered by him or herself or the new Board member's assigned mentor.
- The president and vice-president should ask an experienced current or recent Board member to serve as a mentor for the new member and the mentor should meet/talk regularly with the new member to answer any questions and provide any support necessary.
- The Superintendent will meet with each new Board member individually to answer any questions and familiarize him/her with district operations.
- Each seated Board member will arrange a time to have an informal meeting with each new Board member as soon as possible after the swearing in ceremony.
- While ethics training is not legally required for school board members in California at present, the Board recommends all Board members familiarize themselves with the National School Board Association's Code of Ethics and be continually thinking about one's actions and decisions as a Board member by considering what is legal, what is ethical, and what is fair. We also highly recommend reading the brief by the NSBA entitled "Doing the Right Thing," which lists their Code of Ethics (see **Appendix B**).
- Ethics training, which is encouraged but not required, can be accessed at the following website - <http://oag.ca.gov/ethics>.

2) Issue: Bringing Up New Ideas or Agenda Items

Principles: Board members and the public should have the opportunity to bring up new ideas or subjects of interest for future Board meeting agendas and must understand the process in order to do so. Creating a clearly defined process develops consistency, maintains

trust, and provides a process to think through issues that might have merit.

Staff focus, energy, and time, as well as other district resources must be focused on achieving the agreed upon district vision, goals, and objectives and should not be diluted by new projects. The agenda committee determines the items to be placed on the agenda. We must honor the intent of the Brown Act and provide opportunities for members of the staff and the public to inform and hear Board deliberations on all agenda items if they choose to do so.

Protocols:

- A Board member's first step may be to discuss the new topic or idea with the Board President and the Superintendent.
- Individual Board members may bring up a new idea or request a future agenda item by explanation during "Agenda Items introduced by the Board".
- The Board President will ask the Superintendent for any comments on the item.

---If there are at least two Board members, including student Board members, who wish to place the item on the agenda, it shall be placed on a future agenda in a timely manner. All new ideas or agenda item topics will be weighed against their effect on staff's ability to accomplish the district vision and goals (strategic plan).

- When a member of the public speaking at a Board meeting asks that a topic be agendized, the President shall first determine whether the item is within the purview of the Board. If it is, the President shall ask the Board whether anyone wants to sponsor that item. If the item is sponsored and seconded, it shall be added to a future Board meeting.
- If no one on the Board is willing to sponsor a topic requested by a member of the public, the President shall ask the member of the public to send an email or a letter to the President and Superintendent formally requesting that the item be added to the agenda.
- Upon receiving any request in writing to agendize an item, the agenda committee shall consider the item and decide whether to agendize it in accordance with Board bylaws. The president shall respond to the correspondent with the decision of the agenda committee and, if the item is to be agendized, with the date on which it will be on the agenda.

3) Issue: Agenda Questions Asked Before a Board Meeting

Principles: Staff members' time and expertise should be treated with respect by Board members. Prior to a public Board meeting, if a Board member has questions of clarification or requests for more information about an agenda item, the Board member should let the staff member know ahead of time so as not to surprise them and to allow them to prepare their response for the public meeting.

Protocols:

- A Board member should read all the information in the agenda packet of a meeting ahead of time.
- If the Board member has questions of clarification or requests for information, the member should first email the question to the Superintendent, copying the President, so that the Superintendent can channel the information to the appropriate staff member.
- The Superintendent should then share the requested information with all Board members.
- To avoid potential violations of the Brown Act, the staff member providing the information should repeat the question only if necessary for context, and if so, should paraphrase the question so that the source is not evident. In addition, any comments from the Board member should be edited out and not included with the response.

4) Issue: Purpose of the Consent Calendar

Principles: Board members should keep in mind that the purpose of the consent calendar is to expedite the handling of routine business.

Protocols:

- Board members should not discuss or pull any items unless it is very important to do so.
- Questions on the consent calendar, once asked and answered in advance of a Board meeting, should not be asked again at the meeting unless the Board member feels there is information that is important for the public to know, or unless the member wants a separate vote on the item. In the latter case, the member should ask that the item be pulled from the consent calendar.
- Only re-occurring and standard contracts should be placed on the consent calendar. Unique and first-time contracts should be listed as action items.
- Consent calendar items should be routine and non-controversial.

5) Issue: Using Board Meetings as Strategic Leadership Tools

Principles: Board meetings are opportunities to strategically move the district forward, and to communicate direction, district priorities, and progress to the community.

When the public understands the process and the thinking behind Board decisions, there is generally more community support for the decision.

Protocols:

- When possible, Board members and the Superintendent will regularly link Board meeting agenda items and discussions to the district vision, goals, and strategic plan.
- Board members will ask clarifying questions about agenda items in order to

demonstrate and make as clear and transparent as possible the dialogue leading up to decisions made by the Board.

- At the end of each discussion, the president will sum up the points of view and any consensus reached and ask the members to confirm whether the summary is accurate.
- When a Board member makes a motion, if necessary the president will clarify the meaning of a yes or no vote on the motion. After a vote, the president will clarify for staff and the public the meaning of the vote. This clarification will be memorialized in the minutes along with the numbers of ayes, nays, and abstentions.

6) Issue: Use of Abstentions

Principles: The public has the right to know how a Board member stands on any issue that comes to a vote. Abstentions should not be used to avoid making a hard choice or taking a definite stand.

Protocols:

- When called on to vote, each member will vote aye or nay unless the member has a financial conflict of interest, as defined by Board policy and Ed code.
- If a member feels that there is insufficient information to vote on a motion, that member should move that the motion be tabled for lack of information and placed on a later agenda. If the motion does not pass, the member may abstain from a vote.
- Regardless of whether the Board votes to table the item for later consideration or decides to continue with the vote in the current meeting, the Board member's objection that there was insufficient information on the item will be memorialized in the minutes.

7) Issue: Timing of Board Meetings

Principles: The Board and the public should understand the relative importance of a meeting agenda item and know when to anticipate the discussion of an item of interest.

Protocols:

- Each item on the meeting agenda will include the time for discussion and the amount of time reserved for that item.
- The Board president or designee will keep track of the time and if it appears that any item may take substantially more than the time allotted for it, the president may ask the Board to indicate by the showing of hands whether they want to continue discussion of the item and, if so, by how long.

8) Issue: Minimizing Environmental Impact

Principles:

The Board desires to minimize the environmental impact of the printing of Board agendas

and ancillary materials.

Protocols:

- The district will distribute all Board-meeting-related materials electronically rather than on paper to the degree practicable and allowed by law.
- If a Board member cannot read electronic copies of the Board agenda for any reason, the member, the Superintendent, and the Board President shall reach a mutually-agreeable accommodation for that member.

9) Issue: Board Electronic Communications

Principles: Board members often receive inquiries and requests for action by email or on social media. To make sure responses are consistent and to avoid violations of the Brown Act, it is normally the President who responds to such emails addressed to the Board. Members should be aware that access to district records is a fundamental public right, and electronic correspondence in general is part of the public record.

Nothing in this Issue or this Handbook should be perceived as restricting a Board member's right to have conversations with community members.

Wherever any of the following protocols indicate that the President should be copied or included in an email, a Board member should disregard that instruction if by doing so a Brown Act violation might result.

Protocols:

- When responding to a correspondent, the Board member must always be careful to distinguish among factual information, personal opinions, and positions or policies that have been discussed and adopted by the Board.
- When a Board member receives a request for action not addressed to other Board members, the member should ask permission to forward the request to the President and the Superintendent. If permission is not given, the member shall handle the concern as described in Issue: Handling concerns/complaints from the public and staff.
- When a Board member receives a simple inquiry not addressed to the Superintendent or other Board members, the member should first determine whether it would be important or useful for other Board members to be aware of the inquiry. If not, and if the member has the information sought, the member may respond to the inquiry. If the member does not have the answer, or feels that the Superintendent and President should know of the inquiry, the member should respond to the correspondent to ask whether it's OK to forward the inquiry to the President and Superintendent; then do so, if permitted by the correspondent.
- Emails addressed to the entire Board or to multiple Board members shall be responded to by the Board President or by a member designated by the President. *Any individual board member may also respond if they choose to, but he/she must avoid using "reply-all" or otherwise creating a Brown Act violation.* If the President was not included

in the original address list, any recipient of the email should forward the email to the President and Superintendent. The Superintendent might also wish to respond. The Superintendent and President will copy each other on all correspondence that is in response to emails from the public.

- If a Board member becomes aware of issues of concern to members of the community, the Board member should request to talk to the Superintendent and President or should send the Superintendent and President an email describing the issue.
- Board members' electronic correspondence should be sent to and from the district email addresses, not personal email addresses. If a board member receives an email at a personal address, the member may invite the sender to communicate using the district-provided address. In any case, any response shall be from the district address.
- Board members should be aware that all electronic correspondence—including email and social media—can be reprinted and distributed to the public. Responses should be consistent with other issues covered in the Board Governance Handbook, specifically including protocols under “Spokesperson for the Governing Team, Board, District”, “Board Members’ Role in Public”, and “Handling Concerns/Complaints from the Public and Staff.”
- Conversations on social media are a violation of the Brown Act if more than two Board members participate.
- Board members should avoid sending emails to a quorum of the board. When in doubt, send messages to the Superintendent for possible distribution.
- Avoid “reply all.”
- Emails are part of the public record and all District email correspondence is backed up on a server. Board members should be aware that deleting an email from their email account does not remove it from the server or prevent it from being recovered from the server and disclosed in event of legal proceedings.

10) Issue: Spokesperson for the Governing Team, Board, District

Principles: It is important for the Board and staff to have a consistent, clear message on issues.

Protocols:

- Board members should refer all members of the press to the Superintendent for comment.
- Should a Board member choose to comment in response to a question from the press or public, the Board member will preface the comment with “I am speaking as an individual and not for the Board of Education. My comments are mine alone and do not necessarily reflect those of other Board members or the Albany Unified School District.” If the Board of Education has made a decision or approved a policy, a Board member may state what the Board of Education’s position is.
- The Superintendent will communicate with members of the Board when issues occur that may entail media interest to explain what is happening and what the Superintendent’s response/message to the community is.

- The Superintendent will communicate with the Board members if it is necessary or appropriate to have a spokesperson for the Board on an issue. In addition, the Superintendent and designated spokesperson for the Board will confer on appropriate talking points.
- If asked to comment on a matter of policy about which the Board has not yet reached a consensus or held a vote, the Superintendent will state only that the matter has not yet been decided by the Board.

11) Issue: Board Members' Role in Public

Principles: Trustees are a resource to the community about pending decisions, issues, and new programs. The final authority rests with the Board as a whole, not individual Board members.

Protocols:

- As new programs and issues are introduced, the Superintendent will prepare talking points for Board members covering the scope of the issue or program.
- The Board and Superintendent will link, when possible, the program and issue to the vision, goals, and strategic plan of the district.
- When a Board member is approached by a community member about a pending decision, issue, or new program, the Board member will provide objective information.
- The Board member will remind the public that the role of the Board and the individual Board members is to make decisions that benefit ALL students and the community.
- The Board member will remind the public that deliberation leading to decision making will take place at open, public Board meetings.
- When the Board has reached a consensus or voted on an issue, any Board member who disagrees with the majority decision will nevertheless work in concert with the majority to implement the decision.
- If asked about the decision of the Board, the Board member should make an effort to convey the Board decision and explain the reasoning of the majority.

12) Issue: Acting As A Board Member With A Close Relative In The District

Principles: Board members who have children, grandchildren, or other close relatives enrolled in the district should articulate how their relative's experience in the schools may affect their opinions and judgment with regard to Board decisions. Board members' experience as relatives of students in the district can be helpful in informing the Board as they create policy and make decisions.

Protocols:

- Board members should identify, in open session, any agenda items being discussed and voted upon that may impact the education of their relative(s).
- While Board members have the right to request that their relative's privacy be respected,

it is acceptable for other Board members or members of the public to ask a Board member's opinion from a relative's perspective on agenda issues being discussed.

- A Board member should be allowed to recuse him or herself from participation in a vote where his or her relative is directly affected by the issue.

13) Issue: Board Members' Participation in Meetings and Other Activities at School Sites

Principles: The Board protects the right of a parent-board member to participate fully in their children's' education, including volunteering in the classroom, being a PTA member, chaperoning field trips, etc. The activities of an involved and supportive parent are available and encouraged for parent-trustees.

Board members are also encouraged to attend meetings at schools such as PTA meetings in their outreach to the community and to better understand what is going on in the schools. Board members may also want, and are encouraged, to volunteer to help with school activities to serve the community and learn more about the schools.

Protocols:

- Annually, at the beginning of the school year, and as needed following Board elections, each Board member will adopt one or more schools in the District, so that every school has such a Board liaison assigned. Board members are encouraged to attend PTA and site council meetings, and other meetings as may be appropriate, at their adopted schools.
- At meetings where discussions about school issues occur, a board member who is present as a Board liaison and not as a member of the organization should primarily be listening to the discussion and learning what community members think. However, when the Board member can provide information about the Board or the District that can inform the discussion, the Board member should do so.
- If a Board member is asked to give an opinion or chooses to give an opinion, s/he should make clear that s/he is speaking as an individual community member, not on behalf of the Board.
- A Board member should explain and clarify decisions the Board has made if asked to or if relevant to the discussion.
- A Board member who is attending a meeting as a participant rather than as a Board member—for example, a PTA meeting at a school where the Board member has a child—the Board member may participate fully, including voting. However, whenever speaking at such a meeting, the Board member must make it clear whether they are speaking as an individual or as a Board member. Because both situations can occur during the course of a single meeting, the Board member should make this clarification each time they speak.
- A Board member may participate as a volunteer in school activities and may participate in normal conversations as part of the activity. However, when a community member or

staff member raises an issue that comes under the purview of the Board, the Board member must make it clear whether they are speaking as an individual or as a Board member. See also *Issue: Handling Concerns/Complaints From the Public and Staff*.

14) Issue: Handling Concerns/Complaints From The Public And Staff:
(Uniform Complaint Policy Required)

Principles: Board members should be responsive to the community and be good listeners. It's important for members of the governance team to be consistent in their responses to staff and the community.

Board members need to stay within their function and not attempt to personally “fix” the problem. There are staff members whose job it is to remedy or deal with student and staff situations. Students and staff members have due process and confidentiality rights that cannot be violated.

Keep in mind that the School Board is potentially the “Court of Last Resort” and members who have been too involved early in a situation may not be able to participate in a final hearing.

Protocols:

- When someone expresses a complaint or concern in private to a member of the Board, the member should listen politely and ask clarifying questions as appropriate, remembering that the member of the Board is hearing only one side of the story.
- Then, depending on the severity and nature of the complaint, the member should either refer the individual to the appropriate staff member, such as a teacher or principal, or ask for permission to share the complaint with the Superintendent.
- If no permission is given, the member should suggest that the individual talk with the Superintendent and not share the information. If permission is given, the member should communicate with the Superintendent the conversation s/he had with the individual.
- The Member should make sure the complainant understands the appropriate order of whom to contact (teacher, then principal, then district staff) and is aware of any formal forms or policies that might assist them (e.g., the uniform complaint form on the website).
- The Member should clarify that one Board member has no individual authority to fix a problem.
- As a representative of the public, it is important that the Board member invite the person with the complaint to get back to him/her if the issue is not resolved.
- If through conversation a Board member becomes aware of issues of concern to members of the community or staff, the Board member should request to talk to the Superintendent and President or should send the Superintendent and President an email describing the issue. Unless the individuals who raised the issue have given their permission to do so, the Board member should not include their names when reporting the conversation to the Superintendent and President.

15) Issue: Requests for Information

Principles: Board Members should be sensitive to the workload of the staff and as to whether their requests are necessary for effective decision making and to further the goals of the district. Staff should communicate effectively with Board members to clarify the urgency and nature of the Board member's request.

Protocols:

- Board members will be mindful of the workload of staff and will self-monitor requests to ensure that one member's request will not divert an inappropriate amount of time from staff efforts to achieve district goals.
- Board members should always direct requests to the Superintendent and ask other staff members for information only if directed to do so by the Superintendent.
- If the Superintendent feels a request is unreasonable or too time consuming, the Superintendent should bring the issue up with the president.
- The president should talk with the Board member to resolve the issue.
- If no resolution can be found (or if the person making the request is the president), then the Board member should request that the question be agendized using the procedure described in Issue #2, Bringing Up New Ideas or Agenda Items, in this handbook.
- If the majority of the Board agrees that staff should take the time necessary to answer the question, they can direct the Superintendent to do so.
- Answers to information requests will be distributed to all trustees.
- When Board members request information that is not readily available, the Superintendent and/or staff will provide a time frame for when to expect an answer.

16) Issue: A District Wide Emergency

Principles: Board Members should be informed and kept updated about the state of emergency by the Superintendent or designee as soon as possible.

Protocol:

- The Superintendent or designee will inform the president of the Board as soon as possible as to the nature of the emergency and will keep the Board president updated with regard to actions leading to resolution of the emergency. The Board president or designee is responsible for relaying information to all other Board members.

17) Issue: District Goals

Principles: The Board provides leadership, sets direction, and instills unity of purpose by reviewing and revising the District's mission and vision statements and by continuously updating District priorities and goals. Priorities and goals are expected to reflect community values and concerns, legal requirements, professional research and literature, and District

resources.

Protocols:

- Each year, as noted on the governance calendar, the governance team (the Board and Superintendent) will set District goals and success indicators for the coming year. Annual District goals should reflect the governance team's long-range vision as set out in the District's strategic plan.
- Although there should not be separate Board, Superintendent, and District goals, the governance team should identify specific actions that are the Board's responsibility to implement as well as agreeing on the specific actions to be carried out by the Superintendent in order to achieve the established District goals.
- The Superintendent will create strategies for implementation of the agreed upon District goals and success indicators for those strategies.
- The Superintendent will report to the Board in open session at least twice each year on the District's progress toward those goals with specific reference to the success indicators. At that time, the governance team will evaluate District progress toward the goals and, if necessary, adjust the goals, actions, strategies, and success indicators.

18) Issue: Role of Student Board Members

Principles: The Board believes it is important to seek out and consider students' ideas, viewpoints, and reactions to the educational program. In order to provide student input and involvement, the Board includes two student Board members.

Protocols:

- Insofar as is possible, Student Board members are expected to attend all Board meetings except closed sessions. When there is a conflict between student obligations (such as classes or participation in student events such as sports or concerts), the student obligations take precedence and the student Board member is excused from the Board meeting. In that case, the student Board member is responsible for letting the Superintendent and Board President know in advance that the student Board member will not be attending the Board meeting. After missing a meeting, the student Board member should read the minutes and highlights for that meeting so that the student Board member is aware of issues discussed and decisions made. Student Board members may leave the board meeting at the agendized time for adjournment or after the Student Board Member Report, if they feel the need to do so.
- Student Board members are seated with the regular Board members. They are expected to participate in discussions and in questioning speakers.
- When the student perspective is especially relevant to a particular discussion, if neither student Board member volunteers an opinion, any other Board member may ask the student Board members to provide that perspective.
 - Student Board members serve as representatives of the student body, and are

- themselves students. When speaking on matters before the Board, they should state clearly whether a comment or opinion is personal or representing other students.
- Student Board member duties shall include reaching out and being accessible to students to increase opportunities for student engagement and input, as well as preparing the Student Board Member report at Board meetings.
 - Student Board members receive all materials provided to Board members—including agenda packets and communications from staff to the Board—except those related to closed-session items. Student Board members are expected to review agenda backup materials so that they can question or comment on any items of particular interest to students, whether or not they expect to attend the meeting.
 - In the interest of avoiding embarrassment or surprises at Board meetings, student Board members should send any questions or comments on agenda items to the Superintendent and Board President in advance of the Board meeting in the same manner as other Board members. Staff should include answers to those questions to all Board members just as they do for other Board questions. Having a question answered in advance does not preclude the student Board member from asking the question in open session so that the public may hear the answer.
 - Student Board members may cast preferential votes on all matters before the Board in open session. Preferential votes are recorded in the Board meeting minutes. For roll call votes, student board members shall be called for their preferential votes before the rest of the Board members vote.
 - Student Board members may request that items be added to the agenda in the same fashion as other Board members.
 - The Superintendent or designee shall provide an orientation for new student Board members, including training in the Brown Act. As necessary, the Superintendent or designee shall, at district expense, provide learning opportunities to student Board members, through trainings, workshops, and conferences, to enhance their knowledge, understanding, and performance of their Board responsibilities.

19) Issue: Evaluation of the Superintendent

Principles: The Board uses the Superintendent evaluation as an important leadership tool to focus and align all District efforts. The process should provide an opportunity to acknowledge and commend the Superintendent's accomplishments. The evaluation should support the professional growth of the Superintendent and sustained improvement for the District and, if necessary, identify areas that need to be addressed by the Superintendent to ensure continuous progress.

Protocols:

- The Board will include in the governance calendar an annual evaluation of the Superintendent.

- The Board and Superintendent will agree on an evaluation instrument that includes the Superintendent's actions or strategies in support of District goals, specific success indicators for each action or strategy, and Superintendent governance standards (ref CSBA).
- Prior to the Board's evaluation, the Superintendent will prepare a self-evaluation that 1) discusses progress toward District goals as measured by the agreed success indicators, 2) assesses his/her own performance on governance standards, and 3) reviews any action taken to address the recommendations of the Board from the previous year.
- Board members will individually evaluate the Superintendent's performance, using the agreed evaluation instrument.
- The full Board will hold a closed session without the Superintendent to develop the final evaluation. For expediency, the Board president should, in advance, compile the individual performance reviews from each Trustee to produce a draft evaluation. Minority views may be reflected in the narrative, but the source of individual comments will not be included. The final evaluation must be approved by a majority of the Board.
- The Board president will present the evaluation to the Superintendent in a private meeting.
- The Superintendent will have the opportunity to provide a written response to the evaluation.

20) Issue: Self-Monitoring of Governance Team Effectiveness

Principles: The governance team should be committed to increasing its effectiveness. In addition, the process of self-monitoring should help raise community awareness about the role of the School Board in the district and the community.

Protocols:

- Annually, the Board will conduct a self-evaluation survey such as that published by the California School Boards Association.
- Annually, the Board will review the Governance Handbook.
- Annually, the Board will conduct a survey of management to solicit any feedback they have to the Board with regard to the norms and protocols outlined in the Governance Handbook.

21) Issue: Censure Policy

Principles:

The Board of Education of the Albany Unified School District has a strong commitment to ethical behavior. The public expects and must receive the highest standards of behavior from all of those in public service. In order to be able to enforce conformance to its policies, the Board of Education must have a procedure by which it can censure its own members for violation of the policies or bylaws of the Board of Education. Ethics training, which is encouraged but not required, can be accessed at the following website -

<http://oag.ca.gov/ethics>

Protocol:

- Board bylaw BB9005 (a) provides the mechanism by which the Board of Education, acting as a whole, can censure any of its members who violate state or federal laws applicable to the District or for violation of the Board policies or bylaws of the Board of Education.

22) Issue: Annual Reorganization of the Board

Principles: It is in the best interest of the Board that its officers be both willing and able to carry out the relevant duties. Effective Board members are not necessarily effective Board presidents, nor do all members have the time needed to provide effective leadership.

Protocols:

- At the first regular meeting in December, the Board elects a president and vice-president.
- Board members should make known at an open meeting before the vote whether they would be willing to retain/assume either office.
- At the reorganization meeting, the Superintendent will preside over the election of the president. The newly elected president will preside over the election of the vice-president.
- Any Board member may nominate any other member, including the current officers, for either office.
- There is no limit to the number of times a member may serve as an officer, nor is there any expectation that all members will serve as officers or automatically rotate into either position.
- The presiding officer shall ask each member whether he or she wishes to nominate someone for the position. The member may nominate him/herself or another member, or may decline to make a nomination. The nominated member will be asked to accept the nomination.
- If the member declines to accept the nomination, he/she will not be considered to have been nominated. No second is required for a nomination.
- After all nominations have been made, the Board shall take a vote for each nominee. If nominated, a member may vote for him/herself. No member may abstain from voting. In the case of a tie, the presiding officer will hold a runoff vote.

23) Issue: Parliamentary Procedures and Conduct of Board Meetings

Principles: It is the purpose of the Board to conduct meetings in a manner that is understandable to the public and other Board members. The public should be able to understand the communications/discussions of all Board members. As stated in Board Bylaw 9121, the President of the Board should: (4) “Recognize persons who desire to speak, and protect the speaker who has the floor from disturbance or interference.” This bylaw allows each Board member an equal opportunity to communicate (hear and speak) as well the public to hear clearly what the Board expresses in its deliberations.

Protocol:

- The Board meetings shall follow the procedure described in Appendix C.

24) Issue: Restrictions on the Use of Acronyms

Principles: It is the purpose and function of the Board to communicate effectively with the public. Acronyms are understood by those who use the acronym term regularly to describe an organization or function, but the use of an acronym can lead to confusion for those who do not.

Protocol:

- Restrict the use of acronyms: Request that the acronym be explained when first presented to the public.

Appendices

**Appendix A: What New Board Members Need to Learn
in Their First 100 Days**

Appendix B: Doing the Right Thing

Appendix C: AUSD Rules of Order

California School Boards Association

The latest CSBA news, blog posts, publications, research and resources for members and the news media.

Q&A: Governance

What new board members need to learn in their first 100 days

By: Kristi Garrett

Running for your local school board is a tremendous commitment, but that's nothing compared with the learning curve that happens once you take the oath of office.

To help new trustees get off to a good start, *California Schools* writer Kristi Garrett sat down with two of CSBA's governance consultants, Leslie DeMersseman and Luan Burman Rivera—both past CSBA presidents—to find out what their experience shows to be the most crucial skills for new board members.

What do new board members need to know about becoming an effective trustee?

LESLIE: To me, the hardest thing for new board members is recognizing that they have joined a body that has collective authority—that, as an individual, they have no authority. Anything that they would like to see happen, they have to work through with the rest of their board. All decisions are made by the collective body, not by individual trustees.

New board members, in particular, have a need to feel like they're doing something. Generally, people who are elected to school boards are doers and problem solvers; that is why they are inspired to run and why people elect them. So when people come to them—whether it's staff or a community member or whomever—with their problems, a new board member feels like they've got to do something about it; they want to fix things and they have no authority to do that. In fact, they're probably stepping all over their board policies in trying to fix somebody's problem, because there is someone on staff who is responsible for resolving that issue.

So if a community member comes up to them in the grocery store, or perhaps a parent sees them on a campus and approaches them with a concern—what should a board member do with that?

LESLIE: Board members do have to be accessible to the community. They can't just say, 'I can't deal with that, I'm a board member and we don't do that. We have collective responsibility.' They've got to listen to be sure they understand, and they've got to try to be an empathetic listener. But then the board member needs to send the person back into the system at the most appropriate place.

So if it's a parent who's concerned about the teacher, then you ask them: 'Have you spoken to the teacher? It might be very helpful for you to go in and listen to the teacher or share the concern and hear what the teacher has to say. Then, if you're not happy, you should go to the principal.'

It's even more important with staff. By law, there are lines of authority and chains of command in school districts that the staff has to follow. A board member who gets into the middle of that—especially if they start taking sides among staff members—is violating somebody's rights. That can turn into a litigious issue.

LUAN: Also, when board members hear concerns out in the community, they need to let the superintendent know that there are issues brewing so the superintendent is informed and can respond appropriately.

LESLIE: Yes, the superintendent can look into an issue, but it's not up to board members to do research and dig around trying to figure out what is going on. That is what they hire staff to do.

What does a new board member need to know about the Open Meeting Act, or the Brown Act?

LESLIE: I think probably the hardest thing is that, by law, they are not to engage with the public on any item that is not on the agenda. The point of the public comment period is for the public to give input on a subject that is not on the agenda. Sometimes, new board members in particular want to engage—have a dialogue—after the person has made their comment, to have a discussion with them.

LUAN: There's this tendency to feel uncomfortable because someone has come and shared with us, and now we can't respond to them? It just feels unnatural and weird to people.

But the point of the Brown Act is to protect the public's right to know. All of the board's work is done in public, except for closed session items.

The reason the board cannot discuss a topic that is raised in public comment is because that item was not on the agenda. Therefore, the rest of the community was not aware that that particular item would be discussed at the meeting. So if you discuss that topic, you are really violating the rights of the rest of your community.

The item might be placed on an agenda at a later date, or perhaps it is something that will be handled administratively. There are a number of ways to resolve issues, but items cannot be discussed that evening if they are not agendized.

Why is that important?

LUAN: Because if you start engaging a member of the public in a debate and deliberation about a topic, then you've elevated somebody to the board table who has not been elected. The board is conducting its meeting in public; it is not a community forum, it is not a town hall meeting. It is the board doing its work in public. The board is informed by public comment, but the deliberation takes place between the board members. The board is the elected authority that is entrusted with the responsibility to deliberate and make those decisions.

School finance is such a complex, convoluted body of knowledge, how can a new trustee begin to get up to speed?

LESLIE: I think one of the confusing things for a brand new board member—if they were elected in November—is that in December they will likely have to approve their district's audit at their very first meeting, and they're also required by law to approve the first interim financial report. So right off the bat, before they've had any background on that at all, they're taking those actions because of the legally required timelines.

A great place to start learning about finance, then, is at their first CSBA Annual Conference, where they can attend the Orientation for New Board Members, and in January there's the Institute for New and First-term Board Members that covers finance in greater detail.

LUAN: And of course there's an entire module on finance in the Masters in Governance curriculum.

LESLIE: And we always get some good information from the experts during our Forecast Webcast in January. So there's help to be had.

I think in the meantime, though, it's a perfectly good question to ask the superintendent: How can I as a new board member get up to speed? Do we have an orientation? If it's not offered, new board members need to ask to be oriented on finances, or curriculum, or facilities—whatever big things are happening in the district.

We really stress the importance of having a new board member orientation. My preference is that they do that as an entire board, with the superintendent. Maybe it's about facilities or Program Improvement; ask 'How do I learn about all that? How do I know what that means?' They are learning a second language. And they should be strong enough, when somebody's using an acronym, to say 'would you help me remember what that means?'

LUAN: If the new board member does not understand the meaning of an acronym, then the odds are that members of the audience do not understand it either.

So are those orientations formal, noticed meetings?

LESLIE: Yes, everything is noticed. The only way they wouldn't be is if the meeting included less than a quorum and is not part of a serial meeting, where the same subject is discussed with other board members in some combination that adds up to a quorum.

LUAN: An orientation session is hugely important, but then new board members should also know that they can go back to the superintendent and ask their questions. Perhaps the superintendent will recommend that they need to get more financial information, and therefore spend more time with the chief business official. Or if they want to know more about curriculum, they should see the person who is in charge of curriculum and instruction in the district. New board members should get an idea of who is in charge of these different programs and where they can get additional information.

So is the study session, or orientation session, a good way for a new board member to learn about the district's operations? Also, what do board members need to know about the students in their district?

LESLIE: They need to know what their student demographics are. They need to know how many schools they have. They need to know the names of the key people in the district, whether they're administrative staff, maintenance staff or principals, etc. Who are the board officers and what are their roles? How to reach the people you need to reach.

And the preferred methods for doing that?

LUAN: Right.

LESLIE: I think there's another issue new board members need to be aware of. Maybe I ran for the board because I didn't think we were doing the best job we could for our GATE students. So the question to ask is, 'How can I bring up that interest?'

When I was on the board both of my kids were involved in drama. The head of the drama department and the band director put on a musical every year. Then they put on student productions and did competitions where they went out to other schools. It was really an award-winning program. They were putting in many, many more hours than any of our sports coaches, yet the stipends were much smaller.

So I went to Bill, our superintendent, and said this didn't seem fair to me. I didn't want to rant and rave at the board meeting because everybody knew my kids were in drama. So how could I approach this so that it was looked at in comparison to other stipends? I didn't want to become the person who is advocating only for this one group. Bill suggested that I ask, 'What is our process for deciding what the stipend is for the various extracurricular activities that our staff is participating in? And how can we make sure that our stipends are fair and equitable for all of our extracurricular activities and for the staff participating in them?'

So it's getting at the policy level question. Whatever your interest is, you've got to try to make sure that there's fairness and equity through the policies you have in place.

LUAN: So it's balancing all of these different aspects of your decision making: Serving all the kids, working together as a team, responding to all your different constituent groups, and balancing in your own beliefs and values. Not losing those beliefs and values, but balancing them into all these other factors.

LESLIE: This is perfect for this conversation. Because the new board member has no idea ...

... Of how to balance their own beliefs and values—which is why they ran and maybe had a great deal to do with why they were elected—with the board's overall responsibilities?

LESLIE: Right, and with their legal responsibilities. Their own beliefs and values are not at the top of that list. But what's the most important thing you have to do? It's making sure that every child in the district has the very best opportunity that you can provide. That really is what our public education system is about.

Top 10 things every new board member should learn to do	
10	Think kids!
9	Work as a team and speak with one voice
8	Keep confidential matters confidential
7	Maintain the big picture view
6	Listen, learn and ask questions
5	Understand and stay within your role
4	Respect the past and work toward the future
3	Abide by the Brown Act
2	Accept that change takes time and planning
1	Think kids and advocate, advocate, advocate!
<small>(Adapted from CSBA's New Board Member Orientation)</small>	

Some of your consulting materials mention working as a team, speaking with one voice, and collective responsibility. Can you expand on what that means?

LESLIE: That's hard, the speaking with one voice. If I'm a new board member and that evening I just lost a vote four to one and the media meets me out in the hall asking, 'What happened?' I could say, 'The rest of the board just doesn't get it. I'm voting like my constituency wants me to.'

LUAN: That's a really important point, because I've heard so many people say, 'My constituents want...' Well, who are your constituents? There are people who elected you, but once you're on the board, you're serving all of the children in your community. You're not serving a constituent group anymore. Making that shift is important.

LESLIE: And that principle also means standing behind the board's decision. Your responsibility is to deliberate at the board table, and then once the vote is taken, you stand behind that. You don't have to be the main cheerleader, but the answer to the reporter's question is: 'You know, we had a really good discussion, I made my points as hard as I could, but the board voted and this is the direction we're going.' Because otherwise it throws the district into mass confusion.

I've also heard you say that maintaining confidentiality is an important thing for new board members to recognize.

LESLIE: They're going to hear things in closed session that cannot be shared. And there are only a few things that can be discussed in closed session.

LUAN: Basically, there are things that cannot be discussed in open session because it would be fiscally irresponsible to do so. In other words, if you're negotiating a contract with someone, you're not going to talk about that in open session because it could cost the taxpayers more money. So negotiating a contract, real estate transactions, any personnel issues, private things where privacy rights must be respected and due process followed—basically items protecting the rights of individuals—are all topics that must be discussed in closed session.

LESLIE: Anything where there may be litigation. Now, this is the only part of the Brown Act that has teeth. Any person who violates the confidentiality of closed session, or executive session sometimes it's called, has actually committed a misdemeanor.

LUAN: There are serious legal consequences if any of that information leaks out. Board members cannot discuss these items with their spouses, their best friends or their cousins down the street. They really can't talk about those things with anyone else except the people in that room. And that's a hard one.

Another principle on the list is maintaining the big-picture view—is that regarding the students' welfare or what?

LESLIE: It's regarding everything. What we tell the board is, you're not the doers. You set up the big picture framework. You set up the policies; you create the vision, what it is we want. The big picture view is to see that the district is well run, but not to run it. So it's putting in place what we want our kids to know and be able to do when they walk out of our doors. Then you say to the staff, 'How are you going to do that?' And then the staff does that. But it's not getting into that nitty-gritty, day-to-day stuff.

You've also talked about how new board members need to ask questions. How does understanding the history of the board and the district come into play?

LESLIE: Every two years during elections there's the potential of having people say and do awful things, and actually cause some damage. For one thing, you may not agree with the decisions that a prior board made. But

once you are on a board for a while you understand why that decision was made. You weren't privy to all the information.

LUAN: I think what Leslie's saying is really important because I don't know how many times I've heard board members say, I really didn't agree with this, but now that I'm here and I understand why this decision was made, and it makes sense.

LESLIE: One of the things I love during a Good Beginnings workshop [from CSBA's Governance Consulting Services] is that by the time you're done you've got charts that go all the way around the room, and it's all about what they want for their kids. And all of a sudden everybody recognizes that, you know what, we've got a lot more in common than not. We may disagree about how we want to get there, but we're here for the right reasons. And if you understand that, you can get past some of that other stuff and you can have the better conversations.

What other questions should new board members ask?

LUAN: Questions like, how does something get to the agenda? What do I do if have questions before the board meeting? That's important information for them to have.

LESLIE: Do we have a governance handbook, and what are the bylaws and protocols? Do we have agreements about how we work, and what are they? Can I talk about them? What if I don't like them?

LUAN: I like to encourage new board members to be patient with themselves. It's a huge job, there's so much to learn, and not to feel upset and frustrated. They won't know everything right away. There's a huge learning curve there.

As long as they're committed to doing the work, being prepared and learning the information as they go along, they should feel good about that and just be patient with themselves.

LESLIE: It really is a two-year process. The first year everything is new, and the second year you start having the "aha" moments.

That's why there's a whole board and not just one person.

LESLIE: Right.

LUAN: The other thing I would say is that I think learning to listen empathetically is really crucial. The reason there are five or seven people on your board is that all these different perspectives are brought to the table to provide the opportunity for good deliberations to occur. It affords the board the opportunity to come to a good, collective decision that is in the best interests of kids.

But you have to learn to really listen to each other. It's not good deliberation if I shut down as soon as Leslie starts to talk because Leslie and I ran against each other and I'm mad at her. You have to really learn to listen to everyone and take those perspectives in. You might have an opinion about an issue, but you need to get to where you can listen to other people with an open mind and take in those opinions, as well.

LESLIE: The other thing that I've often said to new board members is that most of them have had multiple leadership responsibilities in their lives. Serving on a body with collective authority is unnatural. It's very hard work. For most people who serve on boards, it's just not natural.

LUAN: Other than being a parent, it was the biggest growth experience of my life.

LESLIE: Absolutely true.

It's a humbling experience?

LUAN: Humbling and a big growth experience, too, it's both. You really learn so much. You learn so much about education, about schools, but you also learn about working with people too. You learn to be flexible when working with people. Because if you really want to make a difference for the children, that's a crucial skill.

Kristi Garrett (kgarrett@csba.org) is a staff writer for California Schools.



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LEADERSHIP Insider

PRACTICAL PERSPECTIVES ON SCHOOL LAW & POLICY

A Membership Benefit of NSBA National Affiliates

Doing the Right Thing

Your public expects you to be 'ethical,' but that isn't always easy

By Lisa Soronen

If you want to get rich and famous, perhaps school board membership is not the right path to take. But, getting "famous" via school board membership may be easier than you think.

After receiving a few wary looks when I made this statement at a gathering of new school board members, I offered a recent front-page story from my hometown newspaper as proof: "City Council Members Violate Open Meetings Act." There it was—local, elected public officials who were famous (albeit just in my small hometown) for meeting at a local restaurant and discussing council business without notifying the public or making the "meeting" open to them.

When school board members, like city council members, violate ethics requirements, community members understandably get upset, and board members and their violations appear in the local newspaper. School board members have been chosen by their peers to represent the public in making choices about the community's most precious resource, so they have little room to err.

Being ethical is not as easy as it sounds, however, for two important reasons.

What Is Ethical and Fair?

First, it is not always clear what is ethical and what is unethical. Sometimes ethical requirements are specified in statutes, and sometimes ethical questions are answered in case law or in opinions by the state attorney general. But it is unlikely that even these combined sources will contemplate every ethical question a

functions approved by the board." The statute goes on to say that reimbursement must be approved before the expense is incurred and the expense must be consistent with a policy adopted by the board specifying categories of expenses. What the statute does not say is what categories boards cannot or should not reimburse or what specific dollar amount in each category can or should be reimbursed.

A second reason is that sometimes ethical requirements simply don't seem fair—or, perhaps more accurately, the concerns the requirements address do not seem to apply to the situation at hand.



When school board members violate ethics requirements, community members understandably get upset, and board members and their violations appear in the local newspaper.



board member might have. Likewise, even if your ethical question has been addressed by some source of law in your jurisdiction, it is likely that the law does not provide a clear answer.

For example, a Michigan statute states that a school district may pay the "actual and necessary expenses incurred by its members and employees in the discharge of official duties or in the performance of

For example, a newly elected board member became shocked and upset when I explained to him that he could no longer coach football for the district because of the doctrine of incompatible offices. (That is, the board member could not be both the master and the servant of the district.) He replied that he had played football as a student in the district years ago and had

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LEADERSHIP Insider

PRACTICAL PERSPECTIVES ON SCHOOL LAW & POLICY

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Executive Director **Anne L. Bryant**

Co-Editors

Staff Attorney
Thomas Hutton

Manager, Policy and Governance Services
Karla Schultz

Director of Publications
Sally Banks Zakariya

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Director, National Affiliate Program
Bonita Metz

About NSBA

The National School Boards Association is the nationwide advocacy organization for public school governance. NSBA's mission is to foster excellence and equity in public elementary and secondary education in the United States through local school board leadership. Founded in 1940, NSBA is a not-for-profit federation of state associations of school boards across the United States and the school boards of the District of Columbia, Hawai'i, and the U.S. Virgin Islands.

About the National Affiliate Program

The National Affiliate Program extends NSBA's services directly to local school districts. School districts are eligible to join provided they are members in good standing of their state school boards association.

About the National Education Policy Network

The National Education Policy Network (NEPN) helps foster better communication, understanding and management of local school districts through better policy-making. It offers access to a sample policy clearinghouse and current policy-related resources, as well as publications and tools to help districts keep their policy manuals well-organized and up-to-date.

About the Council of School Attorneys

The Council of School Attorneys provides information and practical assistance to attorneys who represent public school districts. It offers legal education, specialized publications, and a forum for exchange of information, and it supports the legal advocacy efforts of the National School Boards Association.

In the Eye of the Beholder

When it comes to board members' actions, what is 'legal' might not seem 'ethical'

By Jay Worona

It's a good thing people don't join the local school board expecting that the job will automatically bring accolades and compliments. For the most part, such job benefits are absent in what, in many instances, are simply unpaid and unappreciated positions of public service.

Luckily, board members see their positions as providing worth to their communities and to the children in their schools. And luckily, most aren't waiting by the phone for a compliment. However, as public education's failures continue to be highlighted in the news media over and above any coverage of its successes, board members are often seen as part of the problem.

That's what happened recently in Long Island, N.Y., where a school business official and a superintendent were charged with the theft of millions of dollars of taxpayer funds. In the aftermath of that scandal, everyone in the district—including members of the board—has been criticized as being, at worst, complicit in the crimes or, at best, asleep at the wheel. Moreover, in numerous other instances, the New York State comptroller has called into question the fiduciary responsibilities and ethics of all school board members in the state.

Legal or Ethical?

These circumstances present an opportunity for all board members to focus on how others are likely to view their actions—even if those actions present absolutely no problem legally. For example, it might not matter to the public whether board members are legally authorized, as they are in New York, to vote on employing their spouse as a member of the teaching force. Legal or not, such actions may be considered ethically problematic by members of the community.

In short, what is legal is not necessarily considered ethical. School board members may be authorized to do a host of things that their publics believe demonstrate the existence of unethical behavior on the part of board members.

Most states have ethics provisions that

bar board members, as public officials, from accepting gifts—especially in situations in which accepting a gift might be interpreted as being influenced to do business with a particular corporation or entity.

For example, it's common for board members and other public officials to accept dinner invitations from vendors when they are attending conventions and other events. But even if the price of the dinner is less than the legal limit on gifts imposed in the state's ethics law, a board member nevertheless may be perceived to be "ethically challenged" by accepting the invitation.

The same applies to any activity in which the appearance of impropriety can be perceived to exist in the minds of taxpayers. And, once a board member's ethics have been questioned, it may not make any difference whether the board member is legally correct or not.

Thought Before Action

Sometimes members of the public choose to scrutinize board members' activities microscopically with the very intent of trying to catch them in compromising positions. To protect themselves from charges of unethical behavior, board members should stop and think before taking any action.

I advise board members to ask themselves these questions: Would the action pass the "smell test"? That is, might the action seem unethical to others, even if it is legal? And, can the action be credibly legitimized to the public?

Board members don't have to live in Long Island to be under such great scrutiny. In all communities, there may be individuals who have agendas that are contrary to the interests of particular sitting school board members—individuals who look for opportunities to destroy board members' reputations.

Accordingly, as a general rule of thumb, all school board members should carefully think through their actions before they act.

Jay Worona is general counsel for the New York State School Boards Association in Albany (www.nyssba.org).

Ethics for Effective Board Members

Successful board service demands fair, honest, professional relationships

By Karen Walking Eagle

Ethics. Effectiveness. Two different concepts that go hand-in-hand. If your actions are guided by a sound, ethical code of conduct, chances are good that you will be an effective board member who produces results.

Ideally, your board's code of ethics will shape your attitudes and guide your behavior as you relate to students, parents, school and district staff, the superintendent, other members of the community, and fellow board members. Given the board's influence, it is extremely important for board members to articulate, internalize, and document specific, mutually agreed upon ethical principles.

You should review this "code of ethics" or "code of conduct" frequently, both individually and as a board, to ensure that it is not forgotten amidst the rush of daily duties and deadlines. It should also be among the first items you place in the hands of new board members.

NSBA and several school boards around the country have already developed codes of conduct (see box on this page).

Honesty, trust, fairness, and integrity should be a part of your board's operating code. As you implement the following recommendations, you will show that your commitment to public education and the schoolchildren in your district goes beyond mere lip service. In other words, you will demonstrate that you are willing to work for what you believe in.

Relationships with Students and Parents

A sound code of conduct for school board members begins with a genuine commitment to strive for high-quality public education that supports the full development of all children. It involves understanding that our nation's strengths include its freedoms; its racial, ethnic, and religious diversity; and its commitment to educational excellence and equity for all children.

You must be committed to continuing these traditions, and you must be committed to working effectively with others to do so. Get to know the students for whom you work, and initiate conversations with

their parents. Make it clear that you will be an advocate for schools and for children and that all your decisions and actions will be guided by your number one objective: to do what is best for students.

Relationships with School Staff

Encourage principals, teachers, and other school staff members to share their ideas and opinions with you, and incorporate their views in your deliberations and decisions. They are on the front lines, so to speak, and are a valuable source of information about existing needs and problems. Keep abreast of current educational issues within your own school system, throughout the state, and across the nation.

In addition, learn all you can about

research on school effectiveness, successful reform initiatives, and other curricular and instructional developments. In so doing, you will be better able to assess current and future educational needs and impartially evaluate and select the instructional strategies and materials that are best for your district's students.

Relationships with District Staff

Develop personnel and administrative policies that give district staff members the responsibility and authority they need to work effectively in their assigned positions. In addition, be careful to establish fair and equitable terms and conditions of employment and evaluation for all school employees.

Your own success and effectiveness will depend, to a large extent, on the knowledge, skills, and abilities of those charged with implementing board policies. For that reason, it is important that your board develop a hiring system and policies that will identify the most competent job applicants. Afterwards, be willing to step back

CODE OF ETHICS FOR SCHOOL BOARD MEMBERS

The NSBA Board of Directors endorses the following code for local school board members:

As a member of my local board of education, I will strive to improve public education, and to that end I will:

- Attend all regularly scheduled board meetings insofar as possible, and become informed concerning the issues to be considered at those meetings;
- Recognize that I should endeavor to make policy decisions only after full discussion at publicly held board meetings;
- Render all decisions based on the available facts and my independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
- Encourage the free expression of opinion by all board members, and seek systematic communications between the board and students, staff, and all elements of the community;
- Work with other board members to establish effective board policies and to delegate authority for the administration of the schools to the superintendent;

- Communicate to other board members and the superintendent expression of public reaction to board policies and school programs;

- Inform myself about current educational issues by individual study and through participation in programs providing needed information, such as those sponsored by my state and national school boards association;

- Support the employment of those persons best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff;

- Avoid being placed in a position of conflict of interest;

- Take no private action that will compromise the board or administration, and respect the confidentiality of information that is privileged under applicable law; and

- Remember always that my first and greatest concern must be the educational welfare of the students attending the public schools.

Approved by the NSBA Board of Directors April 19, 1979; reviewed and approved by the board Feb. 2, 1996; reviewed and approved by the board Nov. 10, 1999.

and let staff members do their jobs without intervening inappropriately.

Relationship with the Superintendent

Work with your colleagues on the board to establish effective policies by which the superintendent can administer the school. Maintain clear lines of com-

important to earn respect and show respect. Fortunately, both can be accomplished by adhering to many of the same basic principles:

- **Be prepared.** Increase your knowledge and understanding of substantive and procedural issues and topics that are relevant to your job—especially local, state, and national laws; trends and devel-

meetings, and devote sufficient time, thought, and study to proposed actions.

- **Be professional.** Do not shirk your professional responsibilities as a board member. Make every attempt to attend all board meetings and events. Although you may be busy, give each issue the attention it deserves, and try not to focus on a limited agenda, no matter how compelling or important it is to you personally.

Put everything of importance in writing: the board's mission statement, goals, bylaws, code of conduct, and administrative and operational procedures. Treat these written documents as benchmarks against which you will evaluate how you spend your time and resources, and use them to assess your progress.

Work to build bridges among your colleagues on the board and between the board and other groups in the community. Your colleagues will be more likely to consider your opinion, or be persuaded by your arguments, if they admire your attitude, tone, and behavior.

- **Be fair and objective.** Your students depend on you to do the right thing, so have an open mind. Accept and fairly

The types of relationships you foster with fellow members, particularly those with whom you disagree, will affect your effectiveness as a board member.

munication with him or her and provide unambiguous directives. Remember, your role is that of planner and policy maker; the superintendent is responsible for implementation.

Do not undermine the superintendent's authority or intrude into spheres of responsibility that properly belong to the school administration. Demonstrate civility and respect at all times, especially in the midst of conflict and disagreement. Recognize that it is in the board's best interest to promote public confidence in the superintendent and to support his or her efforts to become a strong educational leader.

Relationships with the Community

Be a cheerleader for the public schools in your community, and encourage the public to support your schools by giving of their time and resources. Communicate the goals of the board clearly, and be ready to explain the rationale—legal, educational, financial, and otherwise—for all the decisions you make.

Base those decisions on the available facts and your independent judgment, and refuse to surrender that judgment to individuals or special-interest groups. Do not compromise your convictions or avoid confrontation merely to improve your chances for re-election; remember, your most important goal is to do what is best for children.

Relationships with Board Members

The types of relationships you foster with fellow members, particularly those with whom you disagree, will affect your effectiveness as a board member. It is very

important to earn respect and show respect. Fortunately, both can be accomplished by adhering to many of the same basic principles:

opments in education; and parliamentary, budgetary, and policy-related procedures and processes. This can be accomplished by participating in workshops and seminars and reading books, journals, and other materials on specific subjects. Always do your homework before board

ETHICS ONLINE

Training in school board ethics is going online. One state school boards association already offers such a course, and another will do so within a few months.

The **Oregon School Boards Association** offers a course titled "School Board Ethics: Know the Standards." This course is designed to help board members understand:

1. How the statutory and regulatory rules govern school board member conduct.
2. The penalties for violation of those rules.
3. How school board members can adopt policies regulating their conduct and the conduct of the staff.

The course introduces the various laws and policies regulating school board member conduct in the governance of the district. The primary focus is on government ethics; however, the course also examines other types of ethical dilemmas frequently encountered in everyday life.

Beginning in 2005, the **Texas Association of School Boards** will begin

offering "School Board Ethics," a course exploring the concept of ethics in the context of actions performed by the school board and superintendent team. The distinction between ethical and unethical behaviors will be addressed in video vignettes of real-life situations and activities that reflect upon them.

This course is designed for use by board-superintendent teams as well as individual board members. It will be divided into three modules exploring (1) the generic concept of ethics, (2) ethical behaviors in the context of the board-superintendent team, and (3) the distinction between ethical and unethical board member behaviors and how board-superintendent teams can prevent many unethical board member behaviors.

More information about these courses can be found at their respective Online Learning Center campuses:

- Oregon: www.nsba.org/olc/olc.cfm?assn=8
- Texas: www.nsba.org/olc/olc.cfm?assn=5

evaluate new concepts, really listen to what people have to say, and be willing to consider alternative solutions to problems. Know the difference between personal influence and factual persuasion. Be willing to listen to constructive criticism. At all times, support and protect the civil and human rights of all members of the school community. Maintain a sense of perspective and a sense of humor.

- **Be honest and open.** Do not use your office for personal or partisan gain or for the benefit of your family, friends, church, or special-interest group. Reveal all business or social relationships that you have with organizations or individuals with whom the school district does business.

Do not make promises to citizens that you lack the authority to make, and take no private action that will compromise the school system, the board, or the administration. Avoid being placed in a position of conflict of interest. If you disagree with particular decisions or regulations, do not take actions in secret; instead, try to bring about change through legally established procedures.

Handle public matters in a public forum and private matters in closed sessions. Respect the confidentiality of information that is privileged, and do not make unauthorized revelations to the public or the press.

- **Be a team player.** As an individual board member you lack both power and authority. However, as a member of the board team, you have the ability to affect change and bring about important improvements. Strive for teamwork. Even when you vote with the minority on a particular issue, support the majority and share responsibility for the majority's decision. Recognize that a divided board is usually a weaker, less-effective board.

Finally, unless it is absolutely necessary, do not criticize or air dirty laundry in public. Your district and your students stand to lose when you undermine those in the public school system with whom you work.

If your school district's written policies don't include a code of conduct for board members, check with your state school boards association or the National School Boards Association for guidance in developing one.

Karen Walking Eagle is an attorney and former teacher who conducts evaluations of education programs and initiatives on behalf of various government agencies, private foundations, and other youth-serving organizations.

Ethics in New Jersey

State legislation covers school board ethics, training, and financial disclosure

By Elaine Kille

New Jersey has been in the vanguard when it comes to legislating ethical behavior for school board members. The School Ethics Act was enacted in 1992. It applies to "school officials," who are defined as board members, charter school trustees, and administrators who make decisions regarding hiring or acquiring services by the district. In 1995, the law was amended to also apply to professional employees and officers of the New Jersey School Boards Association.

The law grew out of proposed legislation that would have covered all local government officials in the state. NJSBA lobbied mightily and successfully to remove school board members from the bill. Our position was that board members were already prohibited by law from participating in situations that created a conflict of interest; moreover, many of the bill's provisions did not apply to boards of education.

To clarify that we were not opposed to ethical standards for school board members, and in support of our own policies, we crafted legislation to apply specifically to board members.

After the political battles over both proposals had been waged, two almost identical laws were left standing, one for school board members and one for other local government officials. The law for school board members has been invoked early and often; the law for local government officials much less so.

The main thrust of the School Ethics Act is to describe prohibited conduct and activities for school officials and their immediate family members (spouses or dependent children living in the same household), mandate training in board member responsibilities to be provided by NJSBA, and establish procedures for filing annual financial statements.

Enforcing the Law

The law includes a mechanism for enforcement by establishing the School Ethics Commission, a body of nine unpaid members appointed by the governor. They are to consist of two board members, two school administrators, and five members of the general public. Not more than five

commission members may be of the same political party.

Complaints may be brought to the commission by anyone alleging violation of the act, including commission members themselves. The commission deliberates and determines by majority vote of six out of nine whether the act has been violated or if the complaint should be dismissed. To discourage school officials from using the act against each other for spurious or political purposes, a fine of as much as \$500 can be levied for frivolous complaints.

If the commission decides that a violation of the act has occurred, it can recommend sanctions of reprimand, censure, suspension, or removal from the board. The commission recommends a penalty to the commissioner of education, who actually determines the sanction but cannot tamper with the violation determination. Appeals proceed to the state board of education.

School officials may also petition the commission for advisory opinions to determine if a proposed activity would constitute a violation. Advisory opinions are confidential, except when the commission deems the opinion to be of sufficient general interest to warrant making it public. When advisory opinions are published, the identities of the individuals and boards involved are removed to maintain confidentiality.

Adding a Code of Ethics

In 2001, the act was amended to require that all school board members adhere to a Code of Ethics for School Board Members. This is essentially the same code adopted by the NJSBA Delegate Assembly in 1975, which has been a part of many boards' policy manuals ever since. Here is the code specified in the act (NJSA 18A:12-24.1):

- I will uphold and enforce all laws, rules, and regulations of the State Board of Education, and court orders pertaining to schools. Desired changes shall be brought about only through legal and ethical procedures.

- I will make decisions in terms of the educational welfare of children and will seek to develop and maintain public

schools that meet the individual needs of all children regardless of their ability, race, creed, sex, or social standing.

- I will confine my board action to policy making, planning, and appraisal, and I will help to frame policies and plans only after the board has consulted those who will be affected by them.

- I will carry out my responsibility, not to administer the schools, but, together with my fellow board members, to see that they are well run.

- I will recognize that authority rests with the board of education and will make no personal promises nor take any private action that may compromise the board.

- I will refuse to surrender my independent judgment to special interest or partisan political groups or to use the schools for personal gain or for the gain of friends.

- I will hold confidential all matters pertaining to the schools which, if disclosed, would needlessly injure individuals or the schools. In all other matters, I will provide accurate information and, in concert with my fellow board members, interpret to the staff the aspirations of the community for its schools.

- I will vote to appoint the best-quali-

fied personnel available after consideration of the recommendation of the chief administrative officer.

- I will support and protect school personnel in proper performance of their duties.

I will refer all complaints at public meetings only after failure of an administrative solution.

To emphasize how seriously boards should regard this code of ethics, the state board of education adopted further requirements. Local boards must now:

- Discuss the School Ethics Act and the Code of Ethics for School Board Members annually at a regularly scheduled public meeting;

- Adopt policies and procedures regarding training in understanding the code of ethics;

- Ensure that each member of the board receives, reads, and familiarizes himself/herself with the code;

- Ensure that each member signs an acknowledgement of receipt of the code; and

- Provide documentation that each member has received and reviewed the code.

The state's monitoring of district oper-

ations now includes reviewing board policy on training board members on the code of ethics.

The Legislation at Work

Since its inception 13 years ago, the School Ethics Commission has heard cases on every aspect of the act, including such violations as failing to attend training within required time limits and failing to file financial disclosure information or filing false statements.

Sanctions have run the gamut. Most commonly, the recommended punishment is public censure, reprimand, or suspension from the board for a limited time, but some board members have been removed from office.

Interestingly, in the three years since the Code of Ethics for School Board Members was enacted, the commission has decided only 11 cases concerning it. In all cases, the board members were found not to have violated the code.

Elaine Kille was a policy analyst for the New Jersey School Boards Association for the past 15 years. She is now a partner in Kille and Petracco, an educational and policy consulting group in New Jersey.

Doing Right

Continued from page 1

coached for years in the district.

To help him make sense of this ethical requirement, I asked him to envision this scenario: The superintendent thinks the football coach/board member should be terminated from coaching because of a lack of skill or some other reason. Consider how awkward it would be for the superintendent to tell this to "the boss" (that is, the board member) and how awkward it would be for the football coach/board member to vote on the status of his own job. While the new board member could see my point, at least theoretically, he still had a hard time seeing how it applied to him, considering his years of successful coaching for the district.

Staying Ethical

So, given these challenges, what can school board members do to remain ethical? I recommend taking the following steps:

1. **Learn the ethical requirements of your state.** Find out what topics are covered by the sources of ethics law in your state. Then learn the "black letter law"

and familiarize yourself with the "gray areas" also. Determine the reasoning behind ethical requirements so that if you have to make a decision about a gray area, you'll understand the spirit of the law.

2. Determine where to go for help.

Many ethical dilemmas have no clear answers, so find some people you trust who can help you work through ethical challenges. For example, your board may consult legal counsel employed by the state school boards association, or you may ask for advice from your district's legal counsel. In some states, you may also be able to ask a state ethics board or the attorney general for an opinion about a specific ethical question.

3. **Consider the outcome.** When a clear answer is not forthcoming, ask yourself, "If the local media found out I did X, would a story about it appear in the newspaper?" When there is no statute, case, or attorney general opinion addressing a particular ethical issue, a board member will not be tried in a judicial court for an ethical breach but may be tried in the court of public opinion.

Ultimately, when pondering unclear ethical dilemmas, it's important to make choices that are in line with the values of

the community you represent. Of course, this is not easy. Reasonable minds may disagree on what is right, and community members may lack the information and experience to judge board members' decisions fairly.

For example, it may be difficult for a small-town board member to convince community members that spending \$25 for lunch in San Francisco while attending the NSBA annual conference was reasonable, given the city's high cost of living and the need to select a restaurant near the convention hall so the board member would be back in time for the next session.

This issue of *Leadership Insider* provides legal and ethical guidance for school board members nationwide and describes how the school boards associations in four states are addressing the issue through legislation, an advisory council, and online training.

Also included in this issue is the NSBA code of ethics for school board members and a chart of state ethics laws.

Lisa Soronen (lsoronen@nsba.org) is a staff attorney for the National School Boards Association.

ETHICS LAWS, STATE BY STATE

Some state laws establish ethics standards that apply to school board members in the performance of their official responsibilities and duties. In some states, the statutes apply generally to all elected or other public officials. Other states have specific ethics laws for school board members. The following quick-reference chart indicates whether each state's law is general (G) or specific (S) and what types of conduct it addresses. An expanded chart, including comments and statutory references, is online on the *Insider* page of the NSBA National Affiliate website, www.nsba.org/na.

STATE	GENERAL OR SPECIFIC STATUTE	CONFLICTS OF INTEREST	USE OF OFFICE FOR PERSONAL GAIN	SOLICITATION/ ACCEPTANCE OF GIFTS	CONFIDENTIAL INFORMATION FOR PERSONAL GAIN
ALABAMA	G	X	X	X	X
ALASKA	G	X			
ARIZONA	G	X			
CALIFORNIA	G/S	X		X	
COLORADO	G	X	X	X	X
CONNECTICUT	None				
DISTRICT OF COLUMBIA	G	X	X	X	X
DELAWARE	G	X		X	
FLORIDA	G	X		X	
GEORGIA	G/S	X			
HAWAII	G	X		X	
IDAHO	G				
ILLINOIS	G			X	
INDIANA	G	X		X	
IOWA	G/S			X	
KANSAS	G	X			
KENTUCKY	G	X			
LOUISIANA	G/S	X		X	
MAINE	G/S	X			
MARYLAND	G/S	X		X	
MASSACHUSETTS	G	X		X	
MICHIGAN	G	X	X	X	X
MINNESOTA	G	X		X	X
MISSISSIPPI			X		X
MISSOURI	G	X	X	X	X
MONTANA	G	X	X		X
NEBRASKA		X		X	
NEVADA	G	X	X	X	X
NEW HAMPSHIRE	G	X	X	X	
NEW JERSEY	S	X	X	X	X
NEW MEXICO	S	X			
NEW YORK	G	X	X	X	X
NORTH CAROLINA	G	X	X	X	X
NORTH DAKOTA	S	X		X	
OHIO	G/S	X	X	X	
OKLAHOMA	S	X			
OREGON	G	X	X	X	X
PENNSYLVANIA	G	X		X	
RHODE ISLAND	G	X	X	X	X
SOUTH CAROLINA		X	X	X	
SOUTH DAKOTA	G	X		X	
TENNESSEE	G	X			
TEXAS	G/S	X		X	
UTAH	G/S	X	X	X	X
VERMONT	G				
VIRGIN ISLANDS	G	X	X		X
VIRGINIA		X		X	X
WASHINGTON	G	X	X	X	X
WEST VIRGINIA	G		X	X	
WISCONSIN	G	X	X	X	
WYOMING	G	X			

Tennessee's Ethics Advisory Council

Educating board members about ethical behavior

Many school boards, and some states, have codes of conduct or ethics that guide their members' actions. But enforcement remains a major stumbling block to ensuring ethical board behavior. After all, few board members relish the idea of turning in colleagues—and where would a board member who has concerns go, anyway?

In Tennessee, some school board members are trying a new approach. The Tennessee School Boards Association (TSBA) established an Ethics Advisory Council in 2002. The council's primary functions are to educate board members about appropriate ethical behavior and to serve as a resource to them on ethical issues.

According to Tammy Grissom, TSBA executive director, the Ethics Advisory Council was established "to encourage ethical behavior among school board members through education and awareness."

The council's stated goals are to:

1. Encourage a high standard of ethical behavior among school board members;
2. Raise school board member awareness of the TSBA Code of Ethics;
3. Provide ongoing education and training on ethics; and
4. Answer board members' inquiries regarding specific ethical issues and concerns.

TSBA's Board of Directors also serves as the association's Ethics Advisory Council. The council members do not constitute a governing body, however.

Advice from the council is available to board members, superintendents, and

for school board members to make an initial inquiry about a potential ethics violations," Grissom says, "and then the inquiry will be referred to the council. To date we have not had any board member inquiries."

TSBA expects that will change, however, given the council's plans. On the drawing board are:

- Including more discussion on ethical issues and appropriate ethical behavior in

“

Enforcement remains a major stumbling block to ensuring ethical board behavior

”

board secretaries through a link on the TSBA website (www.tsba.net; click on "About TSBA").

All questions about potential ethics violations are kept confidential, and the board member or members involved do not need to be identified. The TSBA board believes the council will be used more often if board members can make inquiries without having to identify themselves or the board member in question.

Looking Ahead

So how is it working? "We have a staff person listed on our website as a contact

school board academics.

- Regularly featuring an ethics question and opinion in one of TSBA's publications.

- Requiring that any board seeking TSBA Board of Distinction status adopt the association's code of ethics (also on the website). Each member of these boards must sign a pledge attesting to the board's intention to adhere to the code.

By adhering to the code of ethics, school board members will make decisions that are in the best interest of our students, ensuring that they will receive the best education possible. ■



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AUSD Rules of Order^{*}

Draft 2

The President Moderates Discussions

When conducting a meeting, it is the Board President who is responsible for keeping to the agenda, making sure the meeting is concluded on time, and most importantly, ensuring that every member is heard during discussions. It is the purpose of these rules of order to provide a structure that enables the President to conduct the meeting in such a way that every member has his or her say, the public is heard from, and both the Board members and the public know at all times what is being discussed and what decisions have been reached.

Although all members of the governing Board should know and understand the rules of order, it is the Board President who is charged with applying the rules.

Because the President conducts the meeting, it is common courtesy for the President to take a less active role than other members in debates and discussions. This does not mean that the President should not participate in the debate or discussion. On the contrary, as a member of the Board, the President has full rights to participate in debates, discussions, and decision-making. The President should, however, strive to be the last to speak at the discussion and debate stage, and should not make or second a motion unless he or she is convinced that no other member of the Board will do so.

The Basic Format for an Agenda Item Discussion

1. The President should clearly announce the agenda item number and should clearly state what the subject is.
2. The President should invite the appropriate people to report on the item, including any recommendation they might have.
3. The President should ask members of the Board if they have any questions for clarification. At this point, members of the Board may ask clarifying questions to the people who reported on the item, who should be given time to respond.
4. The President should ask members of the Board if they have comments to make on the item. At this point, the Board may have a free and open discussion of the item. As long as each member who wants to speak gets to do so, no one interrupts anyone else, and no two people attempt to talk at the same time, the President need not interfere with the exchange of ideas. However, if any member is having trouble getting a chance to speak, he or she should raise a hand and the President should interrupt the discussion at an appropriate time to give that member a chance to speak. Also, if anyone interrupts another speaker or speaks while another is already speaking, the President should intervene to return order to the discussion.
5. The President should invite public comments. If numerous members of the public indicate a desire to speak to the subject, the President may limit the time allotted to each public speaker. At the conclusion of the public comments, the President should announce that public input has concluded (or that the public hearing, as the case may be, is closed).
6. The President should determine when the Board has reached a consensus on the issue. A consensus in this case means that a majority of the Board seems ready to proceed to a vote or action, not that there is a unanimity of opinion.

^{*} This material is based on, and in many cases directly quotes, *Rosenberg's Rules of Order* by Dave Rosenberg, copyright 2003, League of California Cities.

7. If the item is not an action item but the Board has reached a consensus that amounts to a Board action as defined by Ed Code, the President should announce what the decision is and what the action consists of.
8. If the item is an action item, and there has been no discussion or a very brief discussion, the President should invite a motion from the governing Board members. If there has been substantial discussion, the President should sum up his or her understanding of what the issue is under discussion and what the consensus is that has been reached; then invite a motion from the Board.

The motion may be the original proposal under discussion, the proposal amended as proposed by one or more Board members, or a substitute proposal. The motion may also be to table the item, either indefinitely or until a specific future date.

Motions are made in a simple two-step process. First, the President recognizes the member. Second, the member makes a motion by preceding the member's desired approach with the words: "I move". A typical motion might be: "I move that we give 10 days' notice in the future for all our meetings."

The President usually initiates the motion by either inviting the members to make a motion: "A motion at this time would be in order" or suggesting a motion to the members: "A motion would be in order that we give 10-days' notice in the future for all our meetings."

If no other member of the Board wishes to make a motion, the president may do so. If there is no motion, the item is considered to have been tabled and the President should report that fact for memorialization in the minutes.

9. The President should determine if any member of the Board wishes to second the motion. If no one wishes to second the motion, the president may do so. If there is no second, the motion is considered to have been tabled and the President should report that fact for memorialization in the minutes.
10. If the motion is made and seconded, the President should make sure everyone understands the motion. This is done in one of three ways:
 - The President can ask the maker of the motion to repeat it;
 - The President can repeat the motion; or
 - The President can ask the secretary or the clerk of the Board to repeat the motion.
11. The President takes a vote. Simply asking for the "ayes" and then the "nays" is normally sufficient. Unless Ed code requires a super-majority, a simple majority determines whether the motion passes or is defeated. Any member may request a roll-call vote, however a roll-call vote is not required to record a dissenting vote.
12. The President should announce the result of the vote and should announce what action (if any) the Board has taken. In announcing the result, the President should indicate the names of the members, if any, who voted in the minority on the motion. This announcement might take the following form: "The motion passes by a vote of 4., with Smith dissenting. We have passed the motion requiring 10 days' notice for all future meetings of this Board."

Motions

Motions are the vehicles for decision-making. The President has every right as a member of the Board to make a motion, but normally should do so only if he or she wishes a motion to be made but no other member seems willing to do so.

Types of motions

The basic motion. The basic motion is the one that puts forward a decision. A basic motion might be: "I move that we approve the agenda" or "I move that we approve the agenda contingent on changing item 6 to be an action item."

A motion to table. This motion, if passed, requires the agenda item to be placed on "hold." The motion may contain a specific time in which the item can come back to the Board: "I move we table this item until our regular meeting in October." Or the motion may contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the Board will have to be taken at a future meeting. A motion to table an item (or to bring it back to the Board) requires a simple majority vote.

A request to recess. If a member desires a recess, he or she may interrupt the discussion to request one. Normally, the President determines the length of the recess. No vote is required.

A motion to fix the time to adjourn. This motion, if passed, requires the Board to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we extend this meeting by 20 minutes." It requires a simple majority vote. This motion is often requested by the President when the meeting time extends past the time in the agenda.

A motion to limit debate. The most common form of this motion is to say: "I move the question" or "I call for the question." When a member of the Board makes such a motion, the member is really saying: "I've had enough debate. Let's get on with the vote." When such a motion is made, the President should ask for a second to the motion, stop debate, and vote on the motion to limit debate.

The motion to limit debate requires a two-thirds vote of the Board. Note that a motion to limit debate could include a time limit. For example: "I move we limit debate on this agenda item to 15 minutes." Even in this format, the motion requires a 2/3 vote.

The Motion to Reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate, and a vote, there must be some closure to the issue. And so, after a vote is held, the matter is deemed closed, subject only to reopening if a proper motion to reconsider is made.

A motion to reconsider requires a majority vote to pass, but there are two special rules that apply only to the motion to reconsider.

First is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon or at the very next meeting of the Board.

Second, a motion to reconsider may be made only by a member who voted in the *majority* on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the Board may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of the minority could make a motion to reconsider, then the item could be brought back to the Board again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the Board. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the Board and the members of the public can attend to business efficiently, fairly, and with full participation. It is up to the President and the members of the Board to maintain courtesy and decorum.

It is always best for only one person at a time to have the floor.

The President should always ensure that debate and discussion of an agenda item focus on the item and the policy in question, not on irrelevant matters such as the personalities of the members of the Board. The President has the right to cut off discussion that is too personal, too loud, too rude, or too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the President may, however, limit the time allotted to speakers, including members of the Board.

Can a member of the Board interrupt the speaker? The general rule is no. There are, however, exceptions. A speaker may be interrupted for the following reasons:

- A member cannot hear the speaker or cannot see an exhibit or graphic being discussed.
- The President makes a mistake in procedure, such as calling for a vote on a motion that permits debate without allowing the debate .
- A member believes that the Board has drifted from the agreed-upon agenda. The member may call on the president to return to the agenda. If the President discovers that the agenda has not been followed, the President simply reminds the Board to return to the agenda item properly before them.

Note on Communicating with the Public

It is wise to remember three rules that apply to each agenda item:

1. Tell the public what the Board will be doing.
2. Keep the public informed while the Board is doing it.
3. When the Board has acted, tell the public what the Board did.

Public input is essential to a healthy democracy, and community participation in public meetings is an important element of that input. The challenge for anyone presiding over a public meeting is to accommodate public input in a timely and time-sensitive way, while maintaining steady progress through the agenda items.

Albany USD

Board Bylaw

Governance Standards

BB 9005

Board Bylaws

The Board of Education believes that its primary responsibility is to act in the best interests of every student in the district. The Board also has major commitments to parents/guardians, all members of the community, employees, the state of California, laws pertaining to public education, and established policies of the district. To maximize Board effectiveness and public confidence in district governance, Board members are expected to govern responsibly and hold themselves to the highest standards of ethical conduct.

(cf. 9000 - Role of the Board)

(cf. 9270 - Conflict of Interest)

The Board expects its members to work with each other and the Superintendent to ensure that a high-quality education is provided to each student. Each individual Board member shall:

1. Keep learning and achievement for all students as the primary focus
2. Value, support and advocate for public education

(cf. 9010 - Public Statements)

3. Recognize and respect differences of perspective and style on the Board and among staff, students, parents and the community
4. Act with dignity, and understand the implications of demeanor and behavior
5. Keep confidential matters confidential

(cf. 9011 - Disclosure of Confidential/Privileged Information)

6. Participate in professional development and commit the time and energy necessary to be an informed and effective leader

(cf. 9240 - Board Development)

7. Understand the distinctions between Board and staff roles, and refrain from

performing management functions that are the responsibility of the Superintendent and staff

(cf. 2110 - Superintendent Responsibilities and Duties)

8. Understand that authority rests with the Board as a whole and not with individuals

(cf. 9200 - Limits of Board Member Authority)

Board members also shall assume collective responsibility for building unity and creating a positive organizational culture. To operate effectively, the Board shall have a unity of purpose and:

1. Keep the district focused on learning and achievement for all students
2. Communicate a common vision

(cf. 0000 - Vision)

(cf. 0100 - Philosophy)

(cf. 0200 - Goals for the School District)

3. Operate openly, with trust and integrity
4. Govern in a dignified and professional manner, treating everyone with civility and respect
5. Govern within Board-adopted policies and procedures

(cf. 9310 - Board Policies)

6. Take collective responsibility for the Board's performance
7. Periodically evaluate its own effectiveness

(cf. 9400 - Board Self-Evaluation)

8. Ensure opportunities for the diverse range of views in the community to inform Board deliberations

(cf. 1220 - Citizen Advisory Committees)

(cf. 9323 - Meeting Conduct)

Legal Reference:

EDUCATION CODE

35010 Power of governing board to adopt rules for its own governance

35160 Board authority to act in any manner not conflicting with law

35164 Actions by majority vote

GOVERNMENT CODE

1090 Financial interest in contract

1098 Disclosure of confidential information

1125-1129 Incompatible activities

54950-54963 The Ralph M. Brown Act

87300-87313 Conflict of interest code

Management Resources:**CSBA PUBLICATIONS**

CSBA Professional Governance Standards, 2000

Maximizing School Board Leadership: Boardsmanship, 1996

WEB SITES

CSBA: <http://www.csba.org>

Bylaw ALBANY UNIFIED SCHOOL DISTRICT

adopted: May 19, 2009 Albany, California