DSA **140**

# APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval.This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the DSA Forms or DSA Publications webpages.

**1. SUBMITTAL TYPE: (Is this a resubmittal? Yes ☐ No ☑)**

| Deferred Submittal ☐ | Addendum Number: 01 | Revision Number: | CCD Number: Category A ☐ or B ☐ |
|---|---|---|---|

**2. PROJECT INFORMATION:**

| School District/Owner: State Center Community College District | DSA File Number: 10 -C3 |
|---|---|
| Project Name/School: Clovis Community College | DSA Application Number 02 122242 |

**3. APPLICANT INFORMATION:**

| Date Submitted: 04/01/2025 | Attached Pages? No ☐ Yes ☑ Number of pages? | | |
|---|---|---|---|
| Firm Name: Darden Architects, Inc. | Contact Name: Tony Avila | | |
| Work Email: antonioa@dardenarchitects.com | Work Phone: (559) 448-8051 | | |
| Firm Address: 6790 N West Avenue | City: Fresno | State: CA | Zip Code: 93711 |

**4. REASON FOR SUBMITTAL: (Check applicable boxes)**

☑ For revision or addendum prior to construction.

☐ For a project currently under construction.

☐ For a project that has a form *DSA 301-N: Notification of Requirement for Certification*, *DSA 301-P: Posted Notification of Requirement for Certification* or a 90-Day Letter issued.

☐ To obtain DSA approval of an existing uncertified building or buildings.

☐ For Category B CCD this is: ☐ a voluntary submittal, ☐ a DSA required submittal (attach DSA notice requiring submission).

**5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:**

Name of the Design Professional In General Responsible Charge: Antonio Avila

| Professional License Number: C26235 | Discipline: Architect |
|---|---|

**Design Professional in General Responsible Charge Statement:** The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

**Signature:** _____

*DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE*

**6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:**

For addenda, revisions, or CCDs: CHECK THIS BOX ☑ to confirm that *all* post-approval documents have been stamped and signed by the Responsible Design Professional listed on form *DSA 1: Application for Approval of Plans and Specifications* for this project. (For *Deferred Submittals*, refer to *IR A-18: Use of Construction Documents Prepared by Other Professionals,* and *IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents*, when applicable, for signature and seal requirements.)

Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed):

Addendum No. 01

List of DSA-approved drawings affected by this post-approval document:

Please see the attached summary narrative.

**DSA USE ONLY**

SSS_____ Date_____ ☐Approved ☐Disapproved ☐Not Required

Comments:_____

FLS_____ Date_____ ☐Approved ☐Disapproved ☐Not Required

Comments:_____

ACS_____ Date_____ ☐Approved ☐Disapproved ☐Not Required

Comments:_____

| Returned | DSA STAMP |
|---|---|
| Date: | |
| By: | |

darden architects

6790 N. West Avenue
Fresno, California 93711
Tel: 559.448.8051
Fax: 559.446.1765
www.dardenarchitects.com

# ADDENDUM NO. 01 DATE: 04/04/2025

**PROJECT:**
CLOVIS COMMUNITY COLLEGE SPORTS COMPLEX
Fresno, CA 93730
2425-22

**OWNER:**
STATE CENTER COMMUNITY COLLEGE DISTRICT
1171 Fulton St, Floor 5
Fresno, CA 93721

**ARCHITECT:**
DARDEN ARCHITECTS, INC.
Attention:
6790 N. West Avenue
Fresno, California 93711
T. (559) 448-8051
F. (559) 446-1765

LICENSED ARCHITECT
ANTONIO J. AVILA
No. C26235
Ren. 10-31-25
STATE OF CALIFORNIA

DARDEN PROJECT NO. 2175
DSA File Nos. 10-C3
DSA APPL. NO. 02-122242

It will be the responsibility of the General Contractor to submit the information contained in this addendum to all its subcontractors and suppliers. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

The following additions, deletions, and revisions to the SHEETS and Project Manual are hereby made and do become a part of these Contract Documents.

## INDEX OF ADDENDA TRANSMITTED HEREWITH

## PROJECT MANUAL:

**BIDDING AND CONTRACT REQUIREMENTS:**

**CHANGES TO PROCUREMENT AND CONTRACTING REQUIREMENTS**.....AD01-CPC01

## SHEETS:

**CHANGES TO SHEETS:**

CIVIL..... AD01-C01 THRU AD01-C07
ARCHITECTURAL.....AD01-A01
MECHANICAL.....AD01-M01
ELECTRICAL..... AD01-E01 THRU AD01-E02

## ATTACHMENTS:

**DOCUMENTS OR SPECIFICATIONS:**

DIVISION 00 FRONT-END BID DOCUMENTS-BID# 2425-22..... (Pages 1 thru 140)

## SHEETS:

CIVIL.....AD01-CX01 THRU AD01-CX07
ARCHITECTURAL.....AD01-AX01
MECHANICAL.....AD01-MX01
ELECTRICAL.....AD01-EX01 THRU AD01-EX02

# PROJECT MANUAL:

# BIDDING AND CONTRACT REQUIREMENTS:

**CHANGES TO PROCUREMENT AND CONTRACTING REQUIREMENTS:**

AD01-CPC01 Inset the attached STATE CENTER COMMUNITY COLLEGE DISTRICT FRONT-END BID DOCUMENTS-BID# 2425-22 with AD01 in the upper right-hand corner.

# SHEETS:

**CHANGES TO SHEETS:**

**CIVIL:**

**AD1-C01 Sheet SD/C000**

1. Sheet added

**AD1-C02 Refer to Sheet SD/C501 and attached drawing AD01-CX02**

1. City Benchmark and Note descriptions were modified
2. FMFCD Approval signature was added
3. FMFCD approval limitation notes were modified
4. FMFCD Contract R-PVT-10 label was added

**AD1-C03 Refer to sheet SD/C502 and attached drawing AD01-CX03**

1. City Benchmark and Note descriptions were modified
2. FMFCD Approval signature was added
3. FMFCD approval limitation notes were modified
4. FMFCD Contract R-PVT-10 label was added

**AD1-C04 Refer to sheet SD/C503 and attached drawing AD01-CX04**

1. A/SD/C503 – Storm drain alignment just south of proposed building was modified to tie into the track system to the west
2. B/SD/C503 – Single horizontal jump runway and pit grading was modified to drain to the west
3. C/SD/C503 – Single pole vault runway and pit grading was modified to drain to the east

**AD1-C05 Refer to Sheet SD/C601 and attached drawing AD01-CX05**

1. Keynote 4 was modified to include “RCP” in description of existing storm drain line

**AD1-C06 Refer to Sheet SD/C602 and attached drawing AD01-CX06**

1. Keynote 4 was modified to include "RCP" in description of existing storm drain line

**AD1-C07 Refer to Sheet SD/X202 and attached drawing AD01-CX07**

1. Detail E/SD/X202 was modified to include drain inlet adjacent to planter/turf areas

**ARCHITECTURAL:**

**AD01-A01 Refer to Sheet G000 and attached drawing AD01-AX01**

1. Sheet index updated to indicate sheets added in Addendum 01.

**MECHANICAL:**

**AD01-M01 Refer to Sheet X/M201 and attached drawing AD01-MX01**

1. Exhaust Fan Schedule
    - Model number change for EF-1.
    - Model number change for EF-3.
2. Split System (ODI/IDU -1 and 2) Schedules
    - Update Refrigerant to new A2L.

**ELECTRICAL:**

**AD01-E01 Refer to Sheet X/E202 and attached drawing AD01-EX01**

1. Panel 2E1: Circuits 4/6 & 8/10 – Change branch circuit breaker size and associated load per ODU-1/IDU-1 & ODU-2/IDU-2 mechanical equipment schedule.
2. Panel 4P: Circuits 1/3/5 & 13/15/17 – Change branch circuit breaker size and associated load per HP-1 & HP-3 mechanical equipment schedule.
3. Panel 4P: Circuit 7/9/11 - Change associated load per HP-2 mechanical equipment schedule.

**AD01-E02 Refer to Sheet A/E301 and attached drawing AD01-EX02**

1. HP-1, HP-2, HP-3: Revise unit branch circuiting to Add a tap box and separate disconnect switch for the unit power exhaust accessory.

**END OF ADDENDUM NO. 01**

AD01

STATE CENTER
COMMUNITY COLLEGE DISTRICT

BID NO. 2425-22

# SPORTS COMPLEX,
# CLOVIS COMMUNITY COLLEGE

**BID DUE DATE**

May 8, 2025

Clovis Community College

**PURCHASING DEPARTMENT**
1171 FULTON ST, FLOOR 5
FRESNO, CA 93721
559-243-7241

**TABLE OF CONTENTS**

NOTICE TO BIDDERS

INSTRUCTIONS TO BIDDERS.....6

BIDDING CHECKLIST.....15

BID FORM.....16

CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION.....19

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION.....20

BID BOND.....21

DESIGNATION OF SUBCONTRACTORS.....24

REFERENCES.....25

ASBESTOS-FREE MATERIALS CERTIFICATION.....26

RECYCLED CONTENT CERTIFICATION.....28

DRUG-FREE WORKPLACE CERTIFICATION.....30

IRAN CONTRACTING ACT CERTIFICATION.....33

NON-COLLUSION DECLARATION.....34

CONTRACT.....35

PERFORMANCE BOND.....41

PAYMENT BOND.....47

GENERAL CONDITIONS.....53

# STATE CENTER COMMUNITY COLLEGE DISTRICT

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the Board of Trustees of the State Center Community College District ("District") invites and will receive sealed bids ("Bids") from general contractors ("Contractor(s)" or "Bidder(s)") for the furnishing to District of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for the following project ("Project"):

**PROJECT NAME:** **SPORTS COMPLEX, CLOVIS COMMUNITY COLLEGE. BID 2425-22**

**PROJECT SCOPE:** Scope or work consist of NEW Team Room/Restroom Building. Includes locker rooms with team restrooms and showers, athletic training room, coach's offices, separate guest restrooms. Site-work includes addition of sports fields, home bleachers with press box as per project bid specifications.

**BIDS DUE:**

Bids will be received no later than **May 8, 2025 prior to 2:00 pm, via** PlanetBids**.**
All bids shall be submitted electronically through PlanetBids Vendor portal to be accepted. Incomplete, late, inaccurate, or untrue responses or information provided therein by a bidder shall be grounds for the District to reject such submissions for non-responsiveness. Bids shall be valid for a period of 90 calendar days from the Due Date.

Bids must be electronically submitted on the forms prepared by the District and included in the contract documents located on PlanetBids Vendor portal.

Contractors and subcontractors are encouraged to register with the District as a California Uniform Construction Cost Accounting Commission ("CUPCCAA") approved contractor and encouraged to prequalify for this project and other CUPCCAA projects by completing the form available at: PlanetBids.

**PRE-BID CONFERENCE:**

A pre-bid conference will be held in person on **April 11, 2025, at 9:00 a.m.**
Those attending the non-mandatory, but highly recommended, pre-bid conference shall meet at:

Clovis Community College
10309 N. Willow Ave
Fresno, CA 93730
**Meet near Parking Lot C (1st lot off Behymer entrance)**

Representatives of the District and consulting engineers, if any, will be present. Questions asked by Bidders at will be answered in writing by written addenda.

**CONTRACTOR'S LICENSE(S):**

Unless otherwise provided in the Instructions for Bidders, each Bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout the time it submits its Bid and for the duration of the contract:

**General Building Contractor- B License Type.**

Bidders are solely responsible for on-time electronic submission of their bid through PlanetBids. It is the bidder's sole responsibility to contact State Center Community College District's online bid management provider, PlanetBids at 818-992-1771, to resolve any technical issues related to electronic bidding, including (but not limited to) registering as a vendor, updating passwords, updating profiles, uploading/downloading documents, submitting an electronic Proposal, and for the stability of their internet service, prior to bid due date and time.

The District will only consider bids that have been transmitted successfully and have been issued an ebid confirmation number (VBID) with a timestamp from the bid management system. Transmission of bids by any other means will not be accepted.

Failure of Bidder to submit an electronic bid shall be the bidder's sole risk and no relief will be granted. Bidders experiencing technical difficulties shall contact PlanetBids at (818) 992-1771 for technical difficulties or help with the bid submission process.

Bids must be complete and responsive to all portions of the Contract Documents. Bids must be submitted on the District's Bid Forms. Any addenda will be posted on PlanetBids ("Website"). Bidders must check the Website on a daily basis through the Due Date for any applicable addenda or updates. The District does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading, or printing of the Bid Documents. Information on PlanetBids may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by PlanetBids.

**REQUEST FOR INFORMATION ("RFI"):**

All requests for information ("RFI") must be submitted electronically via PlanetBids Question & Answer ("Q&A") tab at PlanetBids by **2:00 pm on April 30, 2025**. Questions submitted after this date will not be reviewed or answered.

**BONDS AND INSURANCE:**

Each Bid shall be accompanied by a Bid Bond as bid security secured from a California admitted surety company the form provided by the District in the Contract Documents ("Bid Security"). The amount of the Bid Security shall be at least ten percent (10%) of Bidder's Total Bid Price, made payable to the State Center Community College District. The Bid Security shall be provided as a guarantee that within five (5) working days after the District provides the successful Bidder the Notice of Award, the successful Bidder will enter into a contract and provide the necessary bonds and certificates of insurance. The successful bidder will forfeit the Bid Security if the Bidder fails to comply. No interest will be paid on funds deposited with District.

The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond, from a California admitted surety company and, on the forms, provided in the Contract Documents, each in an amount equal to one hundred percent (100%) of the Contract Price.

Pursuant to Section 22300 of the Public Contract Code of the State of California, the successful Bidder may substitute certain securities for funds withheld by District to ensure its performance under the contract.

**DEPARTMENT OF INDUSTRIAL RELATIONS ("DIR"):**

The successful Bidder and all Bidder's Subcontractors must pay all workers on work performed pursuant to a contract for the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California ("DIR"), for the type of work performed and the locality in which the work is to be performed, pursuant to sections 1770 et seq. of the Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the DIR, are on file at the District's administrative office. Prevailing wage rates are also available from the District or on the internet at (http://www.dir.ca.gov).
Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No Bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. The Project is subject to compliance monitoring and enforcement by the DIR. The successful Bidder must post job site notices, as prescribed by regulation. The successful Bidder must comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner of California ("Labor Commissioner") for the Project. All Bidders must comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its certified payroll records to the Labor Commissioner and complying with enforcement by the DIR.

**DISTRICT'S RIGHT TO REJECT:**
District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

Any claim by Bidder that its Bid contains an error, or request for relief from its Bid, made **after** the time for opening of Bids, **MUST** be made in compliance with Public Contract Code section 5100 et seq. Upon written request, Bidder may withdraw its Bid **prior** to the time for opening of Bids without forfeiting its Bid Security. Upon written request, Bidder may withdraw its Bid **prior** to the time for opening of Bids without forfeiting its Bid Security. Any request to withdraw a Bid must be executed by the Bidder or its duly authorized representative. Bidder's withdrawal of its Bid does not prejudice the Bidder's right to submit a new Bid **before** the time of Bid opening.

All communications with, or questions to, District in any way concerning the Project, Contract Documents, or Bid, must be in writing and submitted via e-mail to Teresa Campagna Bryant, District Director, Procurement and Contracts at teresa.campagna@scccd.edu, and Sofia McClellan, Senior Buyer, at sofia.mcclellan@scccd.edu.

David El Fattal, Vice Chancellor, Finance and Administration
In the name of: Board of Trustees
**STATE CENTER COMMUNITY COLLEGE DISTRICT**

**PUBLISHED:**
April 2, 2025 and April 9, 2025

**END OF NOTICE TO BIDDERS**

# STATE CENTER COMMUNITY COLLEGE DISTRICT

## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION AND DELIVERY OF BIDS

Bids must be submitted to the District via PlanetBids Vendor portal, on the Bid Forms provided which are a part of the Bid Package for the Project. No other forms of bid will be accepted. All bid items and statements shall be accurately and thoroughly completed.

The bid must conform and be responsive to all Project Documents and shall be submitted electronically via the State Center Community College Districts PlanetBids Vendor Portal, and the complete bid, together with any and all additional materials as required, shall be electronically submitted to the District per the Notice to Bidders prior to the bid deadline (Public Contract Code Section 20651). **It is the bidder's sole responsibility to ensure that their bid is received prior to the bid deadline.** In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be refused. Bid tabulations will be available after the bid closing within the PlanetBids portal. If prequalification of bidders is required by the District pursuant to Public Contract Code Section 20651.5, only those bids received from prequalified bidders shall be accepted.

### 2. EXAMINATION OBLIGATIONS

a. **General Overview**. The District has made copies of the Contract Documents available, as indicated above. Bidders shall be solely responsible for examining the Project Site and the Contract Documents, include requirements, availability in the bidding period, and for informing themselves with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract. Failure of Bidder to so examine and inform itself shall be at its sole risk, and no relief for error or omission will be given except as required under State law.

b. **Site Examination**. Each prospective Bidder is responsible for fully acquainting itself with the conditions of the Project Site (which may include more than one site), as well as those relating to the construction and labor of the Project, to fully understand the facilities, difficulties and restrictions which may impact the cost or effort required to complete the Project. To this end, a Pre-Bid Conference and Site Walk will be held on the date(s) and time(s) indicated in the Notice To Bidders. Storm, surface, nuisance, or other waters may be encountered at various times during construction of the Project. Federal and State laws require the District and its contractors to appropriately manage such waters pursuant to the requirements of California State Water Resources Control Board Order Number 2009-0009-DWQ and any amendment or renewal thereof, other permits noted herein, the Federal Clean Water Act, and the California Porter Cologne Water Quality Control Act. By submitting a Bid, each bidder acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

c. **Bidder Diligence**. Submission of a Bid signifies careful examination of the Contract Documents and a complete understanding of the nature, extent, and location of Work to be performed.

**Bidders must complete the tasks listed below as a condition to bidding**, and submission of Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

a. Bidder has visited the Project Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Project Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions. Bidder has notified the District if it contends that it requires additional examinations, investigations, explorations, tests, reports, studies, or similar information or data prior to submitting its bid;

c. Bidder has correlated its knowledge and the results of all observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;

d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;

e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer, or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;

f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by the Instructions to Bidders and that Bidder represented in its Bid Form and the Agreement that it performed prior to bidding. Bidder is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work “incidental” to completion of the Work.

g. **Conditions Shown on the Contract Documents**: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, *e.g.*, on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.

i. As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that this information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make that verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.

ii. As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of this information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Bidder drawn from that information; nor is District responsible for subsurface conditions that are not specifically shown if those subsurface conditions are reasonably determinable by above-ground conditions and observation or as-built conditions (*e.g.*, subsurface soil conditions in areas contiguous to areas where an above-ground condition is shown; utility pipes between a manhole and a water source, etc.).

## 3. QUESTIONS & INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District.

Questions and requests for clarification regarding the Contract Documents must be made in writing and be directed to the District Director, Procurement and Contracts, or designee through PlanetBids portal Question and Answer ("Q&A") section at PlanetBids, and made no later than the date and time indicated in the Notice To Bidders. **No other members of the District's staff or Governing Board should be contacted about this procurement during the bidding process.** Any and all inquiries and comments must be communicated in writing, unless otherwise instructed by the District. The District may, in its sole discretion, disqualify any Bidder who engages in any prohibited communications.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and delivered to each person or firm who has registered on PlanetBids as a prospective bidder for the Project. The District will not be responsible for any explanations or interpretations provided in any other manner. In the event that an addendum or bulletin setting forth material changes, additions, or deletions is issued by the Construction Manager and/ or the Architect when there is 72 hours or less to the bid deadline, the District will extend the bidding deadline by at least 72 hours. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

## 4. ADDENDA

The District reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addenda. All addenda issued by the District shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code section 4104.5, if the District issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the District will extend the deadline for submission of bids. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective bidder shall provide District a name, address and facsimile number to which Addenda may be sent, as well as a telephone number by which the District can contact the bidder. Copies of Addenda will be furnished and delivered electronically to all firms registered on PlanetBids as a prospective bidder for the Project. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each bidder should contact the Purchasing Department to verify that it has received all Addenda issued, if any, prior to the bid opening. If a Bidder fails to indicate that they have received all Addenda in the Bid Form the District may determine that the Bid is nonresponsive.

## 5. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid only. However, the District may choose to award the Contract on the basis of the base bid alone or the base bid and any alternate or combination of alternates. The time required for completion of the alternate bid items has been factored into the Contract duration and no additional Contract time will be awarded for any of the alternate bid items. The District may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the Project scope of work. Accordingly, each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the bidder.

## 6. COMPLETION OF BID FORMS

Bids shall only be prepared using copies of the Bid Forms which are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. In addition, bidders shall fill in all blank spaces (including inserting “N/A” where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. THE USE OF BLACK OR BLUE INK, INDELIBLE PENCIL OR A TYPEWRITER IS REQUIRED. Deviations in the bid form may result in the bid being deemed non-responsive.

## 7. MODIFICATIONS OF BIDS

Each bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions, or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic, and electronic modifications will not be considered, unless the Notice To Bidders authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice To Bidders.

## 8. DESIGNATION OF SUBCONTRACTORS

Pursuant to Public Contract Code section 4100, *et seq.*, the Bidders must designate the name, address of the place of business, and contractor license number of each subcontractor who will perform work or render services for the Bidder in an amount that exceeds one-half of one percent (1/2%) of the Bidder's Total Bid Price, as well as the portion of work each such subcontractor will perform on the form provided herein by the District. No additional time will be provided to bidders to submit any of the requested information in the Designation of Subcontractor form.

## 9. LICENSING REQUIREMENTS

Pursuant to Section 7028.15 of the Business and Professions Code and section 3300 of the Public Contract Code, all bidders must possess proper licenses for performance of this Contract. Subcontractors must possess the appropriate licenses for each specialty subcontract. Pursuant to Section 7028.15 of the Business and Professions Code, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be nonresponsive, and the District shall reject the Bid. The District shall have the right to request, and bidders shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that bidder and each of the bidder's subcontractors, before awarding the Contract.

Notwithstanding anything contained herein, if the Work involves federal funds, the Contractor shall be properly licensed by the time the Contract is awarded, pursuant to the provisions of Public Contract Code section 20103.5.

## 10. BID GUARANTEE (BOND)

Each bid shall be accompanied by: (a) cash; (b) a certified check made payable to the District; (c) a cashier's check made payable to the District; or (d) a bid bond payable to the District executed by the bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be a California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The cash, check or bid bond shall be given as a guarantee that the bidder shall execute the Contract if it be awarded to the bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the bidder. Failure to provide the required documents may result in forfeiture of the bidder's bid deposit or bond to the District and the District may award the Contract to the next lowest responsible bidder, or may call for new bids.

## 11. REQUIRED CERTIFICATIONS

Each Bidder, and any Subcontractor if applicable as indicated in the specific form, shall complete, and submit the following certifications in the forms included in this bid package:

A. Contractor's Certificate Regarding Workers' Compensation

B. Iran Contracting Act Certificate

C. Non-Collusion Declaration

D. Asbestos-Free Materials Certification

E. Recycled Content Certification

F. Drug-Free Workplace Certification

These forms are included with the bid package and must be signed under the penalty of perjury and dated.

## 12. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a contract, the bidder, and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors form.

## 13. SUBSTITUTION OF SECURITY

The Contract Documents call for monthly progress payments based upon the percentage of the Work completed. The District will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful bidder, the District will substitute securities for the amount so retained in accordance with Public Contract Code section 22300.

## 14. PREVAILING WAGES

The District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and may be obtained online at http://www.dir.ca.gov/dlsr. A copy of these rates must be posted by the successful bidder at the site(s).

## 15. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

## 16. REQUEST FOR SUBSTITUTIONS

The successful bidder shall comply with the substitution request provisions set forth in the General Conditions, including any deadlines for substitution requests **which may occur prior to the bid opening date**.

## 17. SALES AND OTHER APPLICABLE TAXES, PERMITS, LICENSES AND FEES

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the Contract Documents.

## 18. SIGNING OF BIDS

All Bids submitted shall be executed by the bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the bidder to each Bid and to any Contract arising therefrom.

If a bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

## 19. SUBMISSION OF BIDS

Bids must be submitted to the District via PlanetBids Vendor portal, on the Bid Forms provided which are a part of the Bid Package for the Project.

District reserves the right to not accept electronically transmitted bids where not specifically authorized in the Notice To Bidders, and may reject any bid not strictly complying with District's designated methods for delivery.

## 20. OPENING OF BIDS

The Bid Results will be available to the public via PlanetBids portal following the Bid Opening Date.

## 21. WITHDRAWAL OF BID

Prior to bid opening, a Bid may be withdrawn by the bidder only by means of a written request signed by the bidder or its properly authorized representative. Requests to withdraw Bids shall be worded so as not to reveal the amount of the original Bid. Withdrawn Bids may be resubmitted until the time and day set for the receipt of Bids, provided that resubmitted Bids are in conformance with the instructions herein. After the opening of Bids, a Bid may be withdrawn by providing written notice to the District within five

(5) working days after the Bid opening and in compliance with to Public Contract Code section 5100, et seq., or as otherwise may be allowed with the consent of the District.

## 22. BASIS OF AWARD; BALANCED BIDS

The District shall award the Contract to the lowest responsible bidder submitting a responsive Bid. The District may reject any Bid which, in its opinion when compared to other bids received or to the District's internal estimates, does not accurately reflect the cost to perform the Work. The District may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

## 23. DISQUALIFICATION OF BIDDERS; INTEREST IN MORE THAN ONE BID

No bidder shall be allowed to make, submit, or be interested in more than one bid. However, a person, firm, corporation, or other entity that has submitted a subproposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other bidders submitting a bid to the District. No person, firm, corporation, or other entity may submit subproposal to a bidder, or quote prices of materials to a bidder, when also submitting a prime bid on the same Project.

## 24. AWARD PROCESS

Once all Bids are opened and reviewed to determine the lowest responsive and responsible bidder, the District Board may award the Contract. The apparent successful bidder should begin to prepare the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the District notifies the bidder of the award, the bidder will have ten (10) consecutive calendar days from the date of this notification to execute the Contract and supply the District with all of the required documents and certifications. Regardless whether the bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run ten (10) calendar days from the date of the notification. Once the District receives all of the properly drafted and executed documents and certifications from the bidder, the District shall issue a Notice to Proceed to that bidder.

## 25. FILING OF BID PROTESTS

Bidders may file a "Protest" of a bid with The District Director, Procurement and Contracts. In order for a Bidder's Protest to be considered valid, the Protest must:

A. Be filed in writing within five (5) calendar days after the bid opening date or;

B. Clearly identify the specific irregularity or accusation;

C. Clearly identify the specific District staff determination or recommendation being protested;

D. Specify, in detail, the grounds of the protest and the facts supporting the protest; and

E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it may be rejected as invalid. If the protest is valid, the District's Purchasing Director, or other designated District staff member, shall review the basis of the protest and all relevant information. The District Director, Procurement and Contracts will provide a written decision to the protestor. The protestor may then appeal the decision of the Purchasing Director to the Vice Chancellor, Finance and Administration.

The procedure and time limits set forth in this Article are mandatory and are the sole and exclusive remedy in the event of a Bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

## 26. INSURANCE REQUIREMENTS

The successful bidder shall procure the insurance in the form and in the amount specified in the Contract Documents.

## 27. PERFORMANCE BOND AND PAYMENT BOND REQUIREMENTS

Within the time specified in the Contract Documents, the bidder to whom a Contract is awarded shall deliver to the District four identical counterparts of the Performance Bond and Payment Bond in the form supplied by the District and included in the Contract Documents. Failure to do so may, in the sole discretion of District, result in the forfeiture of the Bid Guarantee. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure section 995.120, authorized to do business as such in the State of California and satisfactory to the District. The Performance Bond and the Payment Bond shall be for one hundred percent (100%) of the Contract Price.

## 28. EXECUTION OF CONTRACT

As required herein the bidder to whom an award is made shall execute the Contract in the amount determined by the Contract Documents. The District may require appropriate evidence that the persons executing the Contract are duly empowered to do so. The contract and bond forms to be executed by the successful Bidder are included herein and shall not be detached.

**END OF INSTRUCTIONS TO BIDDERS**

# CHECKLIST OF MANDATORY BID FORMS

This checklist is provided to assist in the preparation of the Firm's submission. It is only intended as a guide. Firms are encouraged to use the following checklist when preparing their Bid Submission:

## REQUIRED FORMS TO BE SUBMITTED AT TIME OF BID:

- ☐ **BID FORM**
- ☐ **DESIGNATION OF SUBCONTRACTOR FORM**

  Bidder can select one of the following options:

  1. Manually enter subcontractors via PlanetBids portal, AND submit the Designation of Subcontractor Form stating "Submitted via PlanetBids".
- ☐ **PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION**
- ☐ **NON-COLLUSION DECLARATION**
- ☐ **CONTRACTOR'S CERTIFICATE REGARDING WORKERS COMPENSATION**
- ☐ **ASBESTOS-FREE MATERIALS CERTIFICATION**
- ☐ **RECYCLED CONTENT CERTIFICATION**
- ☐ **DRUG-FREE WORKPLACE CERTIFICATION**
- ☐ **IRAN CONTRACTING ACT CERTIFICATION**
- ☐ **REFERENCES**
- ☐ **BID BOND**

**CRITICAL NOTE:**

When uploading bid submittal, PlanetBids accepts one (1) single document (about 200 MB) either in the form of a single pdf document, or as a zip file.

# STATE CENTER COMMUNITY COLLEGE DISTRICT

## BID FORM

**To:** Board of Trustees
State Center Community College District
1171 Fulton Street
Fresno, CA 93721

### Bid No. 2425-22, Sports Complex, Clovis Community College

Pursuant to and in compliance with the contract documents, the undersigned bidder, having examined documents pertaining to the project as well as having visited the site and examined conditions relating thereto, proposes and agrees to perform all construction required for **Bid No. 2425-22**, within the time stipulated, including all addenda for the sum(s) indicated below.

**SCOPE OF WORK:** Furnish all labor, equipment and materials and related items necessary and required to complete the work as indicated at **10309 N. Willow Ave., Clovis, CA 93730** pursuant to the attached minimum specifications.

| | |
|---|---|
| **Bids Due:** | **Thursday, May 8, 2025** at or before **2:00 pm**, via PlanetBids |
| **Pre-bid Conference:** | **Friday, April 11, 2025 at 9:00 a.m.** |
| **Location:** | 10309 N. Willow Avenue<br>Clovis, CA 93730<br>**Meet near Parking Lot C (1st lot off of Behymer Ave).** |
| **Project Award:** | On or about **June 3, 2025** |
| **Notice to Proceed:** | On or about **June 23, 2025** |
| **Completion Date:** | Complete and ready for Owner Occupancy on or before **December 23, 2026.** |

**BASE BID:** In accordance with Public Contract Code 20103.8.b, the low bidder for this project will be the lowest responsive, responsible bidder whose ***base bid plus Add Alternates,*** is the lowest of those bids received. In the case of discrepancy between the written price and the numerical price, the written price shall prevail.

| | $ |
|---|---|
| WRITTEN IN WORDS (dollars) | FIGURES |

**Additive Alternate No. 1:** (Sod Turf/Replace Hydroseed Outside of Play Field with Turf)

_____($_____)
WRITTEN IN WORDS FIGURES

**Additive Alternate No. 2:** (Horizontal Jumps/ Include (1) horizontal jumps runway and (1) jump pit)

_____($_____)
WRITTEN IN WORDS FIGURES

**Additive Alternate – No. 3:** (Pole Vault/Include (2) pole vault runways, and (4) pole vault boxes)

_____($_____)
WRITTEN IN WORDS FIGURES

**Additive Alternate – No. 4:** **(**All Jumps/Include (2) pole vault runways, (4) pole vault boxes, (2) horizontal jumps runways, (4) jump pits.)

_____($_____)
WRITTEN IN WORDS FIGURES

**Additive Alternate – No. 5:** (Concrete work and planters/Entrance concrete, planters, and benches. Additional concrete along east side of track. )

_____($_____)
WRITTEN IN WORDS FIGURES

**Additive Alternate – No. 6:** (Additional colors for track with retention coat)

_____($_____)
WRITTEN IN WORDS FIGURES

**Additive Alternate – No. 7:** (Track and Field equipment )

_____($_____)
WRITTEN IN WORDS FIGURES

**TOTA BASE BID, PLUS ADDITIVE ALTERNATE 1-7:**

**In accordance with Public Contract Code 20103.8.b, the low bidder for this project will be the lowest responsive, responsible bidder whose total bid is the *lowest total base bid plus additive alternates 1-7*** of those bids received.

_____($_____)
WRITTEN IN WORDS FIGURES

*The District may elect to include one or more additive alternate bid items for award. If the Contract Documents specify alternate bid items, the Alternate Bid amounts shall be added to the Total Base Bid Price upon award.

==========

**ALLOWANCE(S):**

The Bidder's Base Bid shall include the following potential Allowance(s). The District will add some or all of the following Allowance(s) amount(s) to the successful Bidder's Contract, at the District's discretion. Contractor shall be permitted to invoice for Work under an Allowance in the identical structure as a Change Order.

**Allowance No. 1:** **N/A**

**Allowance No. 2:** **N/A**

**Allowance No. 3:** **N/A**

$
WRITTEN IN WORDS (dollars) FIGURES

**ADDENDA:**

The undersigned acknowledges receipt, understanding and full consideration of the following addenda to the Contract Documents.

| | | | |
|---|---|---|---|
| Addendum No.: | | Date: | |
| Addendum No.: | | Date: | |
| Addendum No.: | | Date: | |
| Addendum No.: | | Date: | |

## EXECUTION AND DELIVERY OF DOCUMENTS:

The undersigned agree (s) to sign the proposed Agreement and furnish the required Bonds and Certificates of Insurance of the proposal. If the Undersigned defaults in executing and delivering the above-named Agreement, Bonds, and Certificates of Insurance, the accompanying bid bond and the money payable thereon shall become and remain the property of the District. The Undersigned agree (s) that this bid may not be withdrawn for a period of forty-five (45) days after the date set for the opening of bids.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in the bid are true and correct.

**NOTE:** ALL ENTRIES SHALL BE LEGIBLE AND SHALL BE TYPEWRITTEN OR PRINTED. UNSIGNED BIDS WILL NOT BE ACCEPTED.

_____

**Signature (required)**

_____

Type or Print Name/Title

_____

Date

_____

Name of Company as Licensed

_____/_____/_____

Contractor License No. / Class / Expiration Date

_____

Address

_____

City State Zip Code

(_____) _____

Area Code Telephone Number

_____ Email

# STATE CENTER COMMUNITY COLLEGE DISTRICT

## CONTRACTOR'S CERTIFICATE
## REGARDING WORKERS COMPENSATION

**Labor Code Section 3700 Provides:**

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

> "(a) By being insured against liability to pay compensation in 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 those provisions before commencing the performance of the work of this contract.

**Name of Bidder**: _____

**Signature**: _____

**Printed Name**: _____

**Title**: _____

**Date**: _____

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

# STATE CENTER COMMUNITY COLLEGE DISTRICT

## PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See http://www.dir.ca.gov/Public-Works/PublicWorks.html for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

**Name of Bidder:** _____

**DIR Registration Number:** _____

**DIR Expiration Date:** _____

### Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

**Name of Bidder** _____

**Signature** _____

**Name** _____

**Title** _____

**Date** _____

# STATE CENTER COMMUNITY COLLEGE DISTRICT

## BID BOND

The makers of this bond are, _____ _____, as Principal, and _____ _____, as Surety and are held and firmly bound unto the **STATE CENTER COMMUNITY COLLEGE DISTRICT**, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to District for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we 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 the accompanying bid dated _____, 20 ____, for **Bid No. 2425-22 Clovis Sports Complex, Clovis Community College.**

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporation.

(Corporate Seal)

_____
Contractor/Principal

By: _____

Title: _____

(Corporate Seal)

_____
Surety

By: _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title: _____

The rate of premium on this bond is _____ per thousand.
The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney)

**THIS IS A REQUIRED FORM**

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

_____

_____

# Notary Acknowledgment

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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, 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 of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

**NOTE:** This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached. **END OF BID BOND**

# STATE CENTER COMMUNITY COLLEGE DISTRICT

## DESIGNATION OF SUBCONTRACTOR FORM

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business, (b) CSLB contractor license number, (c) DIR registration number, and (d) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. No additional time shall be granted to provide the requested information below.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or $10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

| TYPE OF WORK | NAME OF SUBCONTRACTOR | DIR REGISTRATION NUMBER | CSLB LICENSE NUMBER | BUSINESS LOCATION | DISADVANTAGED BUSINESS ENTERPRISE DESIGNATION (MBE,DBE,DVBE,WBE) |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**Name of Bidder**_____

ADD ADDITIONAL PAGES AS NEEDED

# STATE CENTER COMMUNITY COLLEGE DISTRICT

## REFERENCE LISTING

All prime contractors submitting bids for this project shall provide a minimum of three (3) references for previous public projects of similar size and scope. References shall be identified as shown below and must be submitted with your bid response.

**1. PROJECT**:_____

AGENCY:_____DATE:_____

CONTACT PERSON:_____ PHONE:_____

CONTACT E-MAIL ADDRESS:_____

ADDRESS:_____

SCOPE OF WORK:_____

_____

_____

**2. PROJECT**:_____

AGENCY:_____DATE:_____

CONTACT PERSON:_____ PHONE:_____

CONTACT E-MAIL ADDRESS:_____

ADDRESS:_____

SCOPE OF WORK:_____

_____

_____

**3. PROJECT**:_____

AGENCY:_____DATE:_____

CONTACT PERSON:_____ PHONE:_____

CONTACT E-MAIL ADDRESS:_____

ADDRESS:_____

SCOPE OF WORK:_____

_____

_____

# STATE CENTER COMMUNITY COLLEGE DISTRICT

## ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the _____ _____ (hereinafter referred to as the "Project"), and submitted it to the **STATE CENTER COMMUNITY COLLEGE DISTRICT** (hereinafter referred to as the "District") on behalf of _____ (hereinafter referred to as the "Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

Any disputes involving the question of whether or not material installed with asbestos-containing equipment is settled by electron microscopy; the cost of any such tests shall be paid by the Contractor.

All work or materials installed by the Contractor which is found to contain asbestos, or work or material installed with asbestos-containing equipment, will be immediately rejected and this work shall be removed and replaced by the Contractor at no additional cost to the District.

Decontamination and removal of work found to contain asbestos or work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

The ASBESTOS REMOVAL CONTRACTOR shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the Asbestos Consultant who shall have sole discretion and final determination in this matter.

The asbestos consultant shall be chosen and approved by the Architect or the District who shall have sole discretion and final determination in this matter. The work will be not accepted until asbestos contamination is reduced to levels deemed acceptable by the Asbestos Consultant.

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor (or Subcontractor), is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor (or Subcontractor); and that the information in this certification is true and correct.

Executed on this _____ day of _____, 20___ at _____.

**Name of Bidder** _____

**Signature** _____

**Name and Title** _____

**Dated** _____

AD01

# Notary Acknowledgment

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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, 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 of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

# STATE CENTER COMMUNITY COLLEGE DISTRICT

## RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the _____ (hereinafter referred to as the "Project"), and submitted it to the **STATE CENTER COMMUNITY COLLEGE DISTRICT** (hereinafter referred to as the "District") on behalf of hereinafter referred to as the "Contractor").

Pursuant to Public Contract Code section 10308.5, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The recycled content shall include both post consumer material and secondary material as defined in Public Contract Code sections 12161 and 12200 shall apply.

I declare under penalty of perjury under the laws of the State of California that the following percentages of Post consumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

_____ % Post consumer Material _____ % Secondary Material.

The undersigned does hereby certify to the governing board of the District that he/she is a representative of the Contractor (or Subcontractor), is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Contractor (or Subcontractor); and that the information in this certification is true and correct.

Executed on this _____ day of _____, 20 at _____ _____.

**Name of Bidder** _____

**Signature** _____

**Name and Title** _____

**Dated** _____

# Notary Acknowledgment

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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, 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 of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
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☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

# STATE CENTER COMMUNITY COLLEGE DISTRICT

## DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the **STATE CENTER COMMUNITY COLLEGE DISTRICT** (hereinafter referred to as the "District") and _____(hereinafter referred to as the "Contractor") for the _____ Project (hereinafter referred to as the "Project"). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for 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. It addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code section 8355, every person or organization awarded a contract or grant from a State agency 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 their 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; and

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 by subdivision "A," and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code section 8355 when performing the Contract for the Project by:

A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my 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 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, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the Act.

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.

I, on behalf of the Contractor, certify that that Contractor will abide by and implement the District's Alcoholic Beverage and Tobacco-Free Campus Policy, which prohibits the use of alcoholic beverages and tobacco products, of any kind and at any time, in District-owned or leased buildings, on DISTRICT property and in DISTRICT vehicles. The Contractor shall procure signs stating "ALCOHOLIC BEVERAGE AND TOBACCO USE IS PROHIBITED" and shall ensure that these signs are prominently displayed in all entrances to school property at all times.

Executed on this _____ day of _____, 20_____ at _____.

**Name of Bidder** _____

**Signature** _____

**Name and Title** _____

**Dated** _____

AD01

# Notary Acknowledgment

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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, 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 of Notary Public

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

# STATE CENTER COMMUNITY COLLEGE DISTRICT

## IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code section 2200 et seq.)

As required by California Public Contract Code section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code section 2200 *et seq*.) is true and correct:

☐ The Contractor is not:

(1) identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code section 2203; or

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

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

☐ The amount of the Contract payable to the Contractor for the Project does not exceed $1,000,000.

**Signature**:_____

**Printed Name**:_____

**Title**:_____

**Firm Name**:_____

**Date**:_____

Note: In accordance with Public Contract Code section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of $250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

# STATE CENTER COMMUNITY COLLEGE DISTRICT

## NON-COLLUSION DECLARATION

The undersigned declares:

I am the _____ of _____, the party making the foregoing Bid.

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

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

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

**Name of Bidder**_____

**Signature**_____

**Name**_____

**Title**_____

# STATE CENTER COMMUNITY COLLEGE DISTRICT

## CONTRACT FOR CONSTRUCTION

THIS CONTRACT ("Contract") is made this _____ day of _____, 20__, in the State of California, by and between the **STATE CENTER COMMUNITY COLLEGE DISTRICT**, hereinafter called District, and _____, hereinafter called Contractor. The District and the Contractor for the considerations stated herein agree as follows:

**ARTICLE 1. DEFINED TERMS.** Unless otherwise specifically defined herein, any capitalized term shall be given the same definition defined in the General Conditions.

**ARTICLE 2. SCOPE OF WORK**. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following project ("Project"):

**Bid No. 2425-22**

**SPORTS COMPLEX**

**Clovis Community College**

The Contractor and its surety shall be liable to the District for any damages arising as a result of the Contractor's failure to comply with this obligation. All Work must be performed and Completed as required in the Contract Documents, under the direction and supervision of, and subject to, the approval of District or its authorized representative.

**ARTICLE 3. CLASSIFICATION OF CONTRACTOR'S LICENSE.** Contractor hereby acknowledges that it currently holds valid **Type B General Building Contractor's license**(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification(s) called for in the Contract Documents.

**ARTICLE 4. TIME FOR COMPLETION**. The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall complete all Work required by the Contract Documents by **December 23, 2026** from the commencement date stated in the Notice to Proceed ("Contract Time"). By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

**ARTICLE 5. CONTRACT PRICE**. The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of _____**Dollars** (**$**_____) ("Contract Price"). Payment shall be made as set forth in the General Conditions.

If Contractor fails to complete the Work within the Contract Time, with any allowance being made for

Excusable Delays, Contractor will become liable to District for all losses and damages District may suffer on account thereof. Contractor must coordinate its Work with the work of all other contractors. District will not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that allows for timely completion of Contractor's Work. Contractor will be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

## ARTICLE 6. ALLOWANCES

The following allowances are within the Contract Price ("Allowance(s)"):

**Allowance No. 1:** **N/A**

**Allowance No. 2:** **N/A**

**Allowance No. 3:** N/A

Allowances will only be used if: (i) District has issued a Change Order for the subject Work; (ii) Contractor has performed work as described in the Allowance description consistent with the Contract Documents; (iii) Contractor has appropriately invoiced District for that Work in accordance with the Contract Documents; and (iv) District has accepted the Work and approved Contractor's invoice.

The unused portion of each Allowance will be retained by District through the issuance of a deductive Change Order after completion of the Project. Contractor acknowledges and agrees that Contractor priced the Allowance(s) in its Bid, and by doing so the Allowance amount is sufficient compensation in full for the work performed for the Allowance(s). If the Work for the Allowance(s) at any time exceeds the Allowance(s) amount(s) included herein and in its Bid, Contractor shall be solely responsible for such costs, unless those costs are compensable under a separate provision of the Contract Documents.

District will pay the Contract Price in lawful money of the United States pursuant to the payment provisions in the General Conditions.

District may, at its sole discretion, increase or decrease the Contract Price by unit price(s) or alternate item(s) contained in Contractor's Bid. If the Bid for the Work included compensation for alternate item(s), during Contractor's performance of the Work, District may elect to add or delete any alternate item. If District elects to add or delete an alternate item(s) pursuant to the foregoing, the cost or credit for that alternate item(s) will be in an amount(s) set forth in Contractor's Bid, at District's discretion. If any alternate item(s) is added or deleted from the Work pursuant to the foregoing, the Contract Time will be adjusted by the number of days allocated for the added or deleted alternate item(s) in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time will be equitably adjusted.

**ARTICLE 7. LIQUIDATED DAMAGES**. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum of **$3000.00** for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as liquidated damages and not as a penalty or forfeiture ("Liquidated Damages"). In the event this is not paid, the Contractor agrees the District may deduct that amount from any money due or that may become due the

Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

**ARTICLE 8. COMPONENT PARTS OF THE CONTRACT**.

The complete Contract consists of all Contract Documents, which are hereby incorporated by this reference as though fully set forth herein. All obligations of District and Contractor are fully set forth and described in the Contract Documents.

The "Contract Documents" include the following as referenced in Bid Package **Bid No# 2425-22 Sports Complex, Clovis Community College**:

Notice To Bidders
Instructions to Bidders
Bid Form, and all documents attached thereto
Contractor's Certificate Regarding Workers' Compensation
Public Works Contractor Registration Certification
Bid Bond
Designation of Subcontractors
Asbestos-Free Material Certification
Recycled Content Certification
Drug-Free Workplace Certifications
Iran Contracting Act Certification
Non-Collusion Declaration form
Contract for Construction
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Conditions
Technical Specifications
Addenda
Plans and Drawings
Permits
Approved and fully executed Change Orders
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties. In the event of conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions.

**ARTICLE 9. AUTHORITY OF ARCHITECT CONSTRUCTION MANAGER & INSPECTOR.** Contractor hereby acknowledges that Architect(s), Construction Manager, and Inspector(s) (if applicable) have authority to approve and/or stop Work if Contractor's Work does not comply with the requirements of the Contract Documents and all applicable laws. Contractor will be liable for any delay caused by its non-compliant



DRAFT

Work, including, without limitation, Nonconforming or Defective Work. If the District employs neither a Construction Manager or Inspector, any reference to either shall be deemed a reference to the District.

**ARTICLE 10. PROVISIONS REQUIRED BY LAW**. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Work.

**ARTICLE 11. INDEMNIFICATION**. Contractor shall provide indemnification as set forth in the General Conditions.

**ARTICLE 12. PREVAILING WAGES**. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at the District's administrative office or may be obtained online at http//www.dir.ca.gov/dlsr. and which must be posted at the job site.

**ARTICLE 13. FALSE CLAIMS**

Contractor acknowledges that if a false claim is submitted to the District, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the District seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

**[Remainder of Page Left Intentionally Blank.]**

DRAFT

IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

**[NAME OF CONTRACTOR]**

[***INSERT NAME OF CONTRACTOR***]

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED**]

By: _____

Its: _____

Printed Name: _____

[DELETE THE FOLLOWING SIGNATURE LINE IF NOT **REQUIRED**]

By: _____

Its: _____

Printed Name: _____

_____

Contractor's License Number and Classification

_____

DIR Registration Number

**(CONTRACTOR'S SIGNATURE MUST BE NOTARIZED AND CORPORATE SEAL AFFIXED, IF APPLICABLE)**

**STATE CENTER COMMUNITY COLLEGE DISTRICT**

By _____

Name and Title: _____

DRAFT

AD01

# Notary Acknowledgment

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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, 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.

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WITNESS my hand and official seal.

_____
Signature of Notary Public

## OPTIONAL

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**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

# STATE CENTER COMMUNITY COLLEGE DISTRICT

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, **STATE CENTER COMMUNITY COLLEGE DISTRICT** (hereinafter referred to as "District") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, 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 Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or

Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the Contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

3. Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the DISTRICT, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations 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 Documents or to the Project.

**[Remainder of Page Left Intentionally Blank.]**

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20_____.

(Corporate Seal)

_____
Contractor/Principal

By: _____

Title: _____

(Corporate Seal)

_____
Surety

By: _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title: _____

The rate of premium on this bond is _____ per thousand.
The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney)

THIS IS A REQUIRED FORM
Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

# Notary Acknowledgment

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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, 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 of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____

_____

**DESCRIPTION OF ATTACHED DOCUMENT**

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

**NOTE:** This acknowledgment is to be completed for Contractor/Principal.

AD01

# Notary Acknowledgment

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 _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, 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 of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

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**NOTE**: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**END OF PERFORMANCE BOND**

# STATE CENTER COMMUNITY COLLEGE DISTRICT

## PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the **STATE CENTER COMMUNITY COLLEGE DISTRICT** (hereinafter designated as the "District"), by action taken or a resolution passed _____ , 20____ has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows: _____ (the "Project"); and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars ($_____) lawful money of the United States of America, 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.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his or its subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of

labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20_____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed b its undersigned representative pursuant to authority of its governing body.

(Corporate Seal)

_____
Contractor/Principal

By: _____

Title: _____

(Corporate Seal)

_____
Surety

By: _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate) Title: _____

The rate of premium on this bond is _____ per thousand.
The total amount of premium charges, $_____.
(The above must be filled in by corporate attorney)

THIS IS A REQUIRED FORM
Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and surety and a power of Attorney MUST BE ATTACHED.

AD01

# Notary Acknowledgment

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STATE OF CALIFORNIA
COUNTY OF _____

On _____, 20___, before me, _____, Notary Public, personally

appeared _____, 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 of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**CAPACITY CLAIMED BY SIGNER**

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

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Title(s)

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- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

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Signer(s) Other Than Named Above

**NOTE**: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.

**END OF PAYMENT BOND**

# STATE CENTER COMMUNITY COLLEGE DISTRICT

## GENERAL CONDITIONS

## ARTICLE 1. DEFINITIONS

Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

a. **Acceptable, Acceptance** or words of similar import shall be understood to be the acceptance of the District Representative and/or the District.

b. **Act of God** is an earthquake of magnitude greater than 3.5 on the Richter scale and/or tidal waves.

c. **Addenda** means written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.

d. **Approval** means written authorization by District Representative and/or District.

e. **Architect** means the architect employed by District to provide architecture and related services for the Project.

f. **Bid** means the Bid Forms that Contractor submitted to District to perform the Project and forms the Contractor's offer or proposal to perform the Work for the Project and that formed the basis of the District's award of the Project.

g. **Completion** means when the entire Work shall have been completed, including all punch list items, as further detailed in the "Completion of the Project" Section herein. Final DSA approval of the Project is not required for Completion. There is no "Substantial Completion" or "Beneficial Occupancy" for this Project, although the District may occupy the Project prior to completion as permitted herein.

h. **Concurrent Delay** means a Contractor-caused delay event which covers the same time-period of an Excusable and Compensable Delay or Excusable Delay, each independently affecting the completion date and extending the Contract Time.

i. **Contract** means the Construction Contract and all associated attachments, signed by the Parties for the Project and that is part of the Contract Documents.

j. **Contract Documents** includes all documents as stated in the Contract.

k. **Contract Price** means the maximum amount payable to Contractor by District for the Work as identified in the Contract, and that will be payable pursuant to the terms and conditions of the Contract Documents. The Contract Price may only be adjusted as permitted herein.

l. **Contract Time** means the period of time stated in the Contract for the completion of the Work. The Contract Time may only be adjusted as permitted herein.

m. **Construction Manager** means the individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by District. If no Construction Manager is used on the Project, then all references in the Contract Documents to Construction Manager will be read to refer to District.

n. **Day** shall mean calendar day unless otherwise specifically designated.

o. **Defective Work (of "Nonconforming Work")** means Work that is unsatisfactory, faulty, omitted, incomplete, deficient, or does not conform to, or deviates from, the requirements of the Contract Documents, directives of District, Architect, Construction Manager and/or Inspector, or the requirements of any inspection, reference standard, test, or approval specified in the Contract Documents.

p. **District and Contractor** are those stated in the Contract. The terms District and Owner may be used interchangeably.

q. **District's Inspector or Inspector** shall mean one or more inspectors employed by District in accordance with requirements of Title 19, 21 and/or 24 of the California Code of Regulations and assigned to the Work.

r. **District Representative** shall mean the employee or officer of the District with authority to give orders or directions to Contractor, or his/her designee, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the "District's Representative" or "Representative" in the Contract Documents. The District representative may be further defined in the Special Conditions.

s. **Drawings (or "Plans")** means the graphic and pictorial portions of the Contract Documents showing the design, location, scope, and dimensions of the Work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams, including, without limitation, the final construction Drawings, as may be amended, prepared by Architect, and approved by all authorities having jurisdiction. The approved Drawings are as indicated in the document titled "Table of Drawings".

t. **DSA** means the Division of the State Architect.

u. **Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required** and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the District Representative and/or District.

v. **Excusable and Noncompensable Delay (or "Noncompensable Delay")** means a delay that entitles Contractor to an adjustment of the Contract Time but **NOT** an adjustment of the Contract Price.

w. **Excusable and Compensable Delay (or "Compensable Delay")** means a delay that entitles Contractor to an adjustment of the Contract Price and an adjustment to the Contract Time and excuses Contractor from an assessment of Liquidated Damages for the specific delay period Approved by District.

x. **Force Majeure (or "Force Majeure Event")**

(1) Means one (1) or more of the following events that prevents District's or Contractor's performance and is beyond the reasonable contemplation of the Parties at the time District awarded the Contract: fires; floods; lightning; explosion; windstorms; tornadoes; earthquakes; other natural catastrophes which neither Party can prevent; acts of nature or public enemy (including acts of terrorism); war (declared or undeclared); riot or similar civil disturbance; blockade; insurrections; revolution; epidemics; pandemics; viral outbreaks; quarantine restrictions; strikes; lockouts and other labor disputes; fuel shortages; or freight embargoes. Force Majeure Events may include the actions or omissions of third parties not under control of Contractor or District.

(2) Notwithstanding the preceding, Force Majeure Events will **NOT** include: (i) strikes or lockouts involving Contractor or Contractor's employees; (ii) strikes or lockouts involving Contractor's Subcontractors or Subcontractors' employees unless Contractor has taken all diligent efforts to avoid or minimize the strikes or lockouts; and/or (iii) poor air quality, regardless of the cause.

(3) If an Infectious Disease impacts the progress of the Work and Contractor demonstrates that the event satisfies the conditions of the Contract Documents for an adjustment to the Contract Time, it will be considered a Force Majeure Event.

y. **Hazardous Materials** means without limitation: (i) any chemical, compound, or substance that is defined or listed in, or otherwise classified pursuant to, any federal or State law as a "hazardous substance", "hazardous waste", "hazardous material", "radioactive waste", "infectious waste", "biohazardous waste", "toxic substance, pollutant, or contaminant"; (ii) petroleum, natural gas, liquefied natural gas, synthetic gas usable as fuel; (iii) "hazardous substance" as defined in section 2528l(h) of the California Health and Safety Code; (iv) "waste" as defined in section 13050(d) of the California Water Code; (v) asbestos containing materials; and (vi) any other material that, because of its quantity, concentration, or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace of the environment. "Hazardous Materials(s)" do not include the foregoing to the extent that they are (i) contained in products that are commercially available in the United States of America; and (ii) used in quantities or concentrations that do not violate applicable federal or State environmental law.

z. **Indicated, Shown, Detailed, Noted, Scheduled** or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the District Representative and/or District is intended, unless stated otherwise.

aa. **Infectious Disease** means any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain.

bb. **Install** means the complete installation of any item, equipment or material.

cc. **Liquidated Damages** shall be given the same definition as in the Contract.

dd. **Material** shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.

ee. **Notice of Completion** means the form which may be executed by the District and recorded by the county where the Project is located constituting final acceptance of the Project.

ff. **Notice to Proceed** means a written notice given by the District to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.

gg. **Party(ies)** mean District and/or Contractor when referred to individually or collectively as set forth in the Contract.

hh. **Perform** shall mean that the Contractor, at Contractor's expense, shall take all actions necessary to complete the Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.

ii. **Project** is the Work planned by District as provided in the Contract Documents.

jj. **Provide** shall include provide complete in place, that is furnish, install, test and make ready for use.

kk. **Recyclable Waste Materials** shall mean materials removed from the Project Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.

ll. **Severe Weather** means shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, (2) unanticipated, and (3) at the Project. Based on NOAA data.

mm. **Site (or "Project Site")** means the physical location where the Project is to be constructed, as well as adjacent property or facilities specifically identified for use in connection with the Project.

nn. **Stored Materials** means materials and/or equipment stored by Contractor off-Site with District's consent consistent with the requirements of the Contract Documents.

oo. **Subcontractor** means a contractor and/or supplier who is under contract with Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work.

pp. **Specifications (or "Technical Specifications")** means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work. The Technical Specifications may include Division 01 Specifications and Division 2 through 49 Specifications.

qq. **Work** means all labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project.

rr. **Unexcused Delay** means a delay that does not entitle Contractor to an adjustment of the Contract Price and/or to an adjustment of the Contract Time, and for which District may assess Liquidated Damages.

## ARTICLE 2. CONTRACT DOCUMENTS

a. **Interpretations.** The Contract Documents are intended to be fully cooperative, complementary and what is called for by one shall be as binding as if called for by all. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the District Representative in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. District approved written modifications, beginning with the most recent and including, without limitation, Change Orders or Construction Change Directives ("CCD").
2. Addenda
3. Special Provisions (or Special Conditions)
4. General Conditions
5. Contract
6. Technical Specifications
7. Drawings
8. Instructions to Bidders
9. Notice To Bidders
10. Contractor's Bid Forms
11. Reference Documents

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
2. Detail drawings govern over general drawings

3. Addenda or Change Order drawings govern over Contract Drawings
4. Contract Drawings govern over Standard Drawings
5. Contract Drawings govern over Shop Drawings

b. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply, unless the District expressly agrees in a writing signed by the Parties (e.g., via a Change Order) accepts a lesser quantity or lower quality of workmanship and the Contract Price is adjusted accordingly. The District shall render a decision as to the applicable quantity or standard of workmanship in its sole discretion and any such decision will be final.

c. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade.

d. **Laws Concerning Contract Documents.** The Contract Documents are subject to all provisions of the Constitution and laws of California and the United States, governing, controlling, or affecting District, or the property, funds, operations, or powers of District, and such provisions are by this reference made a part hereof. Any provision required by law to be included in the Contract Documents will be deemed to be inserted.

e. **No Oral Agreements.** No oral agreement or conversation with any officer, agent, or employee of District, either before or after of the Effective Date of the Agreement, will affect or modify any of the terms or obligations contained in the Contract Documents.

## ARTICLE 3. PRECONSTRUCTION AND CONSTRUCTION COMMUNICATION

Before any Work at the site is started, a conference attended by the District, Contractor, District's Representative, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

At this conference the District and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

## ARTICLE 4. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

Contractor shall maintain a clean, undamaged set of Contract Documents, including submittals, at the Project Site. These documents will be kept in good order and available to District, Construction Manager, Architect, Architect's representatives, Inspector(s), and all authorities having jurisdiction over Contractor that must be acquainted with and comply with the provisions of these titles as they relate to this Project.

## ARTICLE 5. CONTRACTOR'S GENERAL OBLIGATIONS

a. **Status**

1. Contractor is and will at all times be deemed to be an independent contractor and is wholly responsible for the manner in which it and its Subcontractors perform any part of the Work required of it by the Contract Documents. Nothing herein contained will be construed as creating the relationship of employer and employee, or principal and agent, between District, or any of District's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its Subcontractors, agents, and its employees will not be entitled to any rights or privileges of District employees. District will be permitted to monitor Contractor's activities to determine compliance with the terms of the Contract Documents.

2. As required by law, Contractor and all Subcontractors must be properly licensed and regulated by Contractor's State License Board, located at 9821 Business Park Drive, Sacramento, California 95827, with a mailing address of Post Office Box 26000, Sacramento, California, and with a website at http://www.cslb.ca.gov.

b. **Standard of Care / Quality of Work**. Contractor, its officers, agents, employees, Subcontractors, consultants and any persons or entities for whom Contractor is responsible, must provide all Work pursuant to and in accordance with the requirements of the Contract Documents and in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project. District's Acceptance of any submittals, deliverables, construction Work, or other work product of Contractor will not be construed as assent that Contractor has complied, nor in any way relieve Contractor of, compliance with: (i) the applicable standard of care; (ii) applicable statutes, regulations, rules, guidelines, and requirements; and/or (iii) the Contract Documents.

## ARTICLE 6. EXAMINATION OF DRAWINGS, SPECIFICATIONS AND SITE OF WORK

a. **Examination of Contract Documents.** Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project Site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the District Representative of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.

b. **Failure to Examine.** Any failure by Contractor and Subcontractors to acquaint themselves with information that is provided, information that could reasonably be obtained, or conditions which could be identified with reasonable investigation, will not relieve Contractor from responsibility to properly estimate the difficulty or cost to perform the Work and any cost arising from such failure shall not entitle Contractor to an adjustment to the Contract Price and/or Contract Time, unless otherwise provided by the Contract Documents.

c. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the District Representative will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

Questions regarding interpretation of drawings and specifications shall be clarified by the ARCHITECT; provided, however, that in the event ARCHITECT determines that CONTRACTORS requests for information (RFI's) are not justified or do not reflect adequate competent supervision, coordination, and / or knowledge by the CONTRACTOR or his/her Subcontractors, CONTRACTOR shall be required to pay ARCHITECT'S reasonable and customary fees in processing and responding to such requests. Should the CONTRACTOR commence work or any part thereof without seeking clarification, and/or performing its own coordination obligations, the CONTRACTOR waives any claim for extra work or damages as a result of any ambiguity, conflict or lack of information.

d. **Quality of Parts, Construction and Finish.** All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with the Work without obtaining first from the District Representative such Approval may be necessary for the proper performance of Work.

e. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the District Representative may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

## ARTICLE 7. SOILS & GEOTECHNICAL INVESTIGATIONS

a. **Soils**

1. When a soils investigation report for the Project Site is available, such report shall not be a part of the Contract Documents. Any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.

2. If a soils report is identified in the Contract Documents, it is not a Contract Document. Further, no representation is made by District that the information provided is adequate for purposes of construction of the Project. District disclaims responsibility for any and all interpretations made by Contractor of any soil or subsurface condition for information, such as soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence or level and extent of underground water.

3. Contractor shall determine the means, methods, techniques, and sequences necessary to achieve required soil contours and characteristics of all completed Work.

4. If, after commencement of the Work, Contractor encounters conditions at the Site than are materially different from those customarily encountered at or near the Site, any request by Contractor for additional funds or additional time, shall be governed by provisions of the Contract Documents for Changes in the Work related to Unforeseen Site Conditions.

b. **Above Ground & Subsurface Conditions**

1. Under no circumstances will District be deemed to make a warranty or representation of visible existing above-ground conditions, as-built conditions, or other above-ground actual conditions verifiable by Contractor by the performance of its own reasonable independent investigation, which Contractor was required to perform prior to submitting its Bid. Contractor must not rely on the information supplied by District regarding existing above-ground conditions.

2. When District has made investigations of subsurface conditions and have made that information available to Contractor, Contractor must verify the location and depth (elevation) of all existing utilities and existing service before performing any excavation Work.

## ARTICLE 8. EXISTENCE OF UTILITIES AT THE WORK SITE

a. The District has endeavored to determine the existence of utilities at the Project Site from the records of the owners of known utilities in the vicinity of the Project. The positions of these utilities as derived from such records are shown on the Plans.

b. Unless indicated otherwise on the Plans and Specifications, no excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the Plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the District in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.

c. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of the Work.

d. **Existing Utility Lines**

1. Pursuant to Government Code section 4215, District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities that are not identified in the Drawings and Specifications and which are located on the Site at the time of commencement of the Work. Contractor will not be assessed Liquidated Damages for delay in completion of the Project demonstrated to be caused by failure of District to provide for removal or relocation of such utility facilities.

2. Prior to any underground excavation and/or trenching within the CONTRACTOR's scope of Work, the CONTRACTOR shall provide the DISTRICT with a two (2) working day notice. The DISTRICT shall provide documentation of underground services through available as-built drawings. In many cases, however, the only available information relative to the existing location of underground utilities may have been small scale undimensioned plats. The locations of said underground facilities, therefore, shall be considered approximate only until exposed by the CONTRACTOR. Should the CONTRACTOR damage such service CONTRACTOR shall provide both the DISTRICT and ARCHITECT with notice. The DISTRICT shall have the authority to repair the damaged service, or the DISTRICT and/or ARCHITECT can direct CONTRACTOR to repair the damaged service according to the provisions governing changes in the work. In the event CONTRACTOR damages a service(s) that have been identified by the DISTRICT, CONTRACTOR shall repair service at no cost to the DISTRICT. CONTRACTOR is required to schedule, notify and coordinate with "U.S.A. Locates" for the location(s) of all off-site services and or service connections.

2. No provision herein will be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this section requires District to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines, whenever the presence of these utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site.

3. If Contractor, while performing Work, discovers utility facilities not identified by District in the Drawings and Specifications, Contractor must immediately, but in no case longer than **TWO (2)** business days, notify District and the utility provider in writing. The cost to repair damage to visible utility facilities without prior written notification to District will be the sole responsibility of Contractor.

b. **Utility Interruptions**

1. Notwithstanding the foregoing, Contractor must provide at least **FOURTEEN (14)** business days' written notice to District and receive District Approval before interrupting any utility service at the Project, and all emergency power, etc., must be in place prior to disruption of service.

2. Should Contractor disturb, damage, or disconnect any existing utilities or services during construction, Contractor is responsible, at no additional cost or time, to

District, for all expenses and consequential damages of every type arising from such disturbance or the replacement or repair thereof and must repair such items as required to maintain continuing service, including emergency repairs.

c. Contractor, except in an emergency, shall contact the appropriate regional utility notification center, Northern California Underground Service Alert at 1-800-227-2600 at least TWO (2) working days prior to commencing any excavation if the excavation will be performed 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 District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor.

## ARTICLE 9. SCHEDULE

a. consistent with the specification entitled **CONSTRUCTION SCHEDULES** and after being awarded the Contract, CONTRACTOR shall submit project scheduling information for DISTRICT'S approval, in electronic form and hard copy, including but not limited to the following:

1. **BPS:** A Baseline Project Schedule (BPS) within thirty **(30) days** after receiving the NTP and a "cost-loaded" BPS within forty-five **(45) days** after receiving the NTP. The BPS shall not show more than 10% of the total activities as critical, and no activity shall have a duration longer than **fifteen (15) days**. The BPS shall indicate the beginning and completion dates of all phases of construction and shall use the "critical path method" (commonly called CPM) for the cost loaded value reporting, planning and scheduling, of all work required under the Project documents. The schedule will separately identify those milestones or events that must be completed before other portions of the work can be accomplished. The BPS shall incorporate and schedule float for inclement weather and resulting muddy site conditions due to rain. Scheduled float for non-working rain related days and resulting muddy site conditions shall be based upon the latest and nearest available data from NOAA (or acceptable data issued from the National Weather Service).

2. **MSU:** Monthly Schedule Updates (MSU) of the updated schedule that accurately indicates the actual progress of the Work for the prior month, and the remaining planned completion of the work. Contractor shall also provide a monthly schedule narrative and associated reports including (1) critical path activity report, (2) current or anticipated delays and corrective measures to correct the delay, (3) Predecessor/Successor Report, or a list showing the predecessor activities and successor activities for each activity in the Construction Schedule, and (4) an outline of all logic or construction sequence changes. The "data date" for the MSU shall comport with the cost-loaded billing percentages, and shall be submitted to ARCHITECT no later than **five (5) days** after the billing percentages have been approved.

3. **SIS:** Short Interval Schedules (SIS) shall be provided at weekly scheduled meetings, and include the Construction Schedule activity numbers. The SIS shall be a **three (3) week** schedule, based upon the most recent MSU. The SIS shall include a **one (1) week** look-back, the current weeks work, and **one (1) week** thereafter. The information on the SIS shall be of sufficient detail to evaluate inspection requests.

4. **FRAGNET:** CONTRACTOR shall submit a Fragnet Submittal within **fourteen (14) days** of a delaying event. Failure by CONTRACTOR to submit such a Fragnet Submittal will result in CONTRACTOR waiving its right to obtain any extension of time. The Fragnet Submittal shall be submitted on a form provided by ARICHITECT, or as otherwise approved for use on this Project. ARCHITECT will review, make comments, approve, or reject the Fragnet Submittal within a reasonable amount of time after receipt. Approved Fragnet Submittals shall become incorporated into the next MSU. No delay events that are subject of a float consumption request, or a time request, shall be incorporated into the project schedule until approved by ARCHITECT.

b. The scheduling, and cost loading thereof, is necessary for the DISTRICT'S adequate monitoring of the progress of the work and it is to be used in the preparation of the Progress Payment Applications. The DISTRICT may disapprove such a schedule and require modification to it if, in the opinion of the ARCHITECT or DISTRICT, adherence to the progress schedule will cause the work not to be completed in accordance with the **Agreement**. CONTRACTOR shall adhere to any such modifications required by the DISTRICT. Between the Monthly Schedule Updates (MSU's), it is the obligation of the CONTRACTOR to monitor the progress of the Work against the current MSU Construction Schedule activities, and to notify the Architect and OWNER in writing of all changed activity start dates and finish dates.

c. CONTRACTOR will exchange scheduling information with Subcontractors and suppliers. CONTRACTOR will order work, equipment and materials with sufficient lead time to avoid interruption of the work.

d. The CONTRACTOR shall also, if requested by the ARCHITECT or DISTRICT, provide revised schedules within **fifteen (15) days** if, at any time, the ARCHITECT or DISTRICT considers the completion date to be in jeopardy. The revised schedule shall be designed to show how the CONTRACTOR intends to accomplish the work to meet the original completion date. The form and method employed by the CONTRACTOR shall be the same as for the original progress schedule. The CONTRACTOR shall modify any portions of the schedule that become infeasible because of "activities behind schedule" or for any other valid reason. CONTRACTOR will provide documents and justification for any schedule changes. An activity that cannot be completed by its original completion date shall be deemed to be behind schedule.

e. IF CONTRACTOR SUBMITS A REVISED SCHEDULE OR ANY SCHEDULE SHOWING AN EARLIER COMPLETION DATE FOR THE PROJECT, DISTRICT'S ACCEPTANCE OF THIS REVISED SCHEDULE SHALL NOT ENTITLE CONTRACTOR TO ANY DELAY CLAIM OR DAMAGES DUE TO ANY SUCH REVISED SCHEDULE.

## ARTICLE 10. SUBSTITUTIONS

a. For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Specifications or otherwise referenced herein.

b. Pursuant to Public Contract Code section 3400(b) the District may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.

c. Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the District may have adopted certain uniform standards for certain materials, processes and articles.

d. The Contractor shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than thirty-five (35) calendar days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the District, the Contractor shall provide the material, method or service specified herein. The District shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The District Representative has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.

e. Substantiating data as described above shall include, at a minimum, the following information:

1. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.

2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.

3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.

4. Information detailing the durability and lifecycle costs of the proposed substitution.

f. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The District Representative is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.

g. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.

h. The Contractor shall bear all of the District's costs associated with the review of substitution requests.

i. The Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article.

j. If substitution requests approved by the District Representative require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

k. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.

## ARTICLE 11. SHOP DRAWINGS

a. Commensurate with the requirements of the project schedule, the CONTRACTOR shall check and verify all field measurements and shall submit to ARCHITECT six (6) copies, checked, coordinated and approved by CONTRACTOR, of all shop or setting list drawings, schedules, and materials list required for the work of various trades: If this project consists of any remodel / modernization work, field dimensions require verification prior to the preparation of the Shop Drawings. ARCHITECT shall review such drawings, schedules and materials list only for conformance with the design concept of Project and compliance with information given in Project documents, and return as approved or disapproved with guidance as to required corrections within **thirty (30) days**. CONTRACTOR shall make any corrections required by ARCHITECT, file three (3) corrected copies with ARCHITECT, and furnish such other copies as may be needed for construction within **thirty (30) days**. ARCHITECT's approval of such drawings, schedules, or materials list shall not relieve CONTRACTOR from responsibility for deviations unless CONTRACTOR has in writing called ARCHITECT's attention to such deviations at time of submission and secured ARCHITECT's written approval, nor shall it relieve CONTRACTOR from responsibility for errors in shop drawings or schedules.

1. The Architect is entitled to additional review time. The additional review time may be required to review complex and difficult submittals, including but not limited to structural steel shop drawings, mechanical equipment, electrical equipment, and special system components and parts. The Contractor shall breakout critical submittals into separate packages so as to expedite the review

process of an individual item. The coordination of the overall submittal packages shall be the responsibility of the Contractor.

2. Shop Drawings requiring "**Deferred Approval**" require a substantial amount of time for agency review and approval. Deferred Approvals generally require re-submittal to the approving Plan Review Agency. The Contractor shall apply its skill and knowledge to expedite the Deferred Approval(s) from preparation to approval. The Contractor shall schedule the project activities to avoid critical path delays as a result of the Deferred Approval process. Notwithstanding anything to the contrary herein, the CONTRACTOR shall make submittals of all Deferred Approvals to the ARCHITECT within ninety (90) days of the Award of Contract. ARCHITECT shall review such Deferred Approval submittals, shall endeavor to obtain review by the Plan Review Agency, and shall return as approved or disapproved with guidance as to the required corrections within thirty (30) days. If resubmittals are required, ARCHITECT shall endeavor to review and return the resubmittal within sixty (60) days. CONTRACTOR shall allow sufficient time in its scheduling for corrections and resubmittals of Deferred Approval items in conformance with these requirements.

b. All submittals of shop drawings, catalog cuts, data sheets, schedules and material lists shall be complete and shall conform to contract drawings and specifications. The Contractor shall prepare layout and coordination drawings to demonstrate the accuracy and fit of the materials and work.

c. The term "shop drawing" as used herein shall be understood to include, but not be limited to, coordination efforts by CONTRACTOR, detail design calculations for the development of the shop drawing, fabrication and installation drawings, lists, graphs and operating instructions.

d. Shop drawings shall be submitted at a time sufficiently early to allow review of same by the Plan Review Agency (if required), and the ARCHITECT, and to accommodate the rate of construction progress required under the Project documents. CONTRACTOR will be required to pay ARCHITECT's reasonable and customary fees in order to expedite review of shop drawings which are not submitted in a timely fashion.

e. All shop drawing submittals shall be accompanied by an accurately completed transmittal form using the format bound herein, or as approved by the DISTRICT. Any shop drawing submittal not accompanied by such a form, or where all applicable items on the form are not completed, will be returned for resubmittal. The CONTRACTOR may authorize a material or equipment supplier to deal directly with the ARCHITECT with regard to shop drawings. However, ultimate responsibility for the accuracy and completeness of the information contained in the submittal shall remain with the CONTRACTOR.

f. Normally, a separate transmittal form shall be used for each specific item, scheduled activity task, or class of material or equipment for which a submittal is required. However, due to the critical nature of a submittal, a submittal can be broken into separate sub-submittals in order to obtain the review of a more critical portion(s) of a submittal prior to the review of other sub-submittals. The transmittal form shall include the CPM Activity / Submittal Task Number, Early

Start (ES), Early Finish (EF), Late Finish (LF) and the float for the activity. Transmittal of shop drawings on various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. At its option, the CONTRACTOR or Supplier may obtain from the ARCHITECT quantities of the shop drawing transmittal form at reproduction cost.

g. . CONTRACTOR's review and approval of shop drawings and submittals shall include the following stamp:

"The CONTRACTOR has reviewed and approved not only the field dimensions but the construction criteria and has also made written notation regarding any information in the shop drawings or submittal that does not conform to the Project documents. This shop drawing or submittal has been coordinated with all other shop drawings and submittals received to date by CONTRACTOR and this duty of coordination has not been delegated to Subcontractors, material suppliers, the ARCHITECT, or the engineers on this project. The Contractor also indicates that it has not relied upon the dimensions shown on the drawings, specifications and schedules, and that the Contractor has double-checked all dimensions for accuracy and fit.

_____

Signature of CONTRACTOR"

h. WITHIN **thirty (30) days** after receipt of shop drawings, the ARCHITECT will endeavor to return one or more prints of each drawing to CONTRACTOR with ARCHITECT'S comments noted thereon. The CONTRACTOR shall make a complete and acceptable submittal to the ARCHITECT by the second submission of drawings. The DISTRICT shall withhold funds due the CONTRACTOR to cover additional costs of the ARCHITECT'S review beyond the second submission and any other costs incurred by DISTRICT.

i. If prints of the shop drawing are returned to the CONTRACTOR marked "**NO EXCEPTIONS TAKEN**," formal revision of said drawing will not be required. If prints of the drawing are returned to the CONTRACTOR marked "**MAKE CORRECTIONS NOTED**," formal resubmittal of said drawings will not be required. If prints of the drawing are returned to the CONTRACTOR marked "**REVISE AND RESUBMIT**," the CONTRACTOR shall revise said drawing and shall resubmit six (6) copies of the revised drawing to the ARCHITECT. If prints of the drawing are returned to the CONTRACTOR marked "**REJECTED RESUBMIT**," the CONTRACTOR shall resubmit six (6) new copies of the drawing to the ARCHITECT. Submittals being resubmitted for revisions or submitted due to previous rejection, the CONTRACTOR shall provide a written response indicating the nature of the correction(s) and/or cloud the revised item(s).

j. Fabrication of an item shall not be commenced before the ARCHITECT has reviewed the pertinent shop drawings and returned copies to the CONTRACTOR marked with "NO EXCEPTIONS TAKEN," or "MAKE CORRECTIONS NOTED." Revisions indicated on shop drawings shall be considered as changes necessary to meet the requirements of the Project documents and shall not be taken as the basis of claims for extra work. The review of such drawings by the ARCHITECT will be limited to checking for general agreement with the Project documents, and

shall in no way relieve the CONTRACTOR of responsibility for errors or omissions contained therein, nor shall such review operate to waive or modify any provision contained in the Project documents. Fabricating dimensions, quantities of material, applicable code requirements, and other contract requirements shall be the CONTRACTOR's responsibility.

k. No work represented by required shop drawings shall be purchased or commenced until the applicable submittal has been approved. The work shall conform to the approved shop drawings and all other requirements of the Project documents. The CONTRACTOR shall not proceed with any related work which may be affected by the work covered under shop drawings until the applicable shop drawings have been approved, particularly where piping, machinery, and equipment and the required arrangements and clearances are involved.

l. Except where the preparation of a shop drawing is dependent upon the approval of a prior shop drawing, all shop drawings pertaining to the same class or portion of the work shall be submitted simultaneously.

m. Calculations of a structural nature must be approved by the Plan Review Agency.

n. THE CONTRACTOR SHALL HAVE NO CLAIM FOR DAMAGES OR EXTENSION OF TIME DUE TO ANY DELAY RESULTING FROM THE CONTRACTOR HAVING TO MAKE THE REQUIRED REVISIONS TO SHOP DRAWINGS UNLESS THE ARCHITECT WITHOUT REASONABLE CAUSE DELAYED ITS REVIEW AND THE CONTRACTOR CAN ESTABLISH THAT THE ARCHITECT'S DELAY IN REVIEW ACTUALLY RESULTED IN A DELAY IN THE CONTRACTOR CRITICAL PATH CONSTRUCTION SCHEDULE. CONTRACTOR SHALL NOT BE ENTITLED TO ANY CLAIM FOR DAMAGES RESULTING FROM THE *PLAN REVIEW AGENCY* REVIEW. HOWEVER, DISTRICT MAY CONSIDER AN EXTENSION OF TIME DUE TO ANY DELAY CAUSED BY THE *PLAN REVIEW AGENCY* REVIEW.

## ARTICLE 12. SUBMITTALS

a. Contractor shall furnish to the District Representative for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.

b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the District Representative, to the District Representative within a reasonable time period to provide for adequate review and avoid delays in the Work.

c. These requirements shall not authorize any extension of time for performance of this Contract. District Representative will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

## ARTICLE 13. MATERIALS

a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, internet, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.

b. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the District shall not be liable for Contractor's failure to so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Form, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the District Representative for consideration before proceeding with the Work.

c. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

d. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.

e. For all materials and equipment specified or indicated in the Drawings and/or Specifications, Contractor must provide all labor, materials, equipment, and services necessary for complete assemblies, and complete working systems, functioning as intended. Incidental items not indicated on Drawings, nor mentioned in the Technical Specifications, that can reasonably be inferred to belong to the Work, or be necessary in good practice to provide a complete assembly or system, will be furnished as though itemized in every detail in the Contract Documents. In all instances, material and equipment will be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

f. Contractor must, after award of the Project by District, and after relevant submittals have been Approved, place orders for materials and/or equipment as specified so that delivery of the same may be made without delays to the Work. Contractor will, upon demand from District, present documentary evidence showing that orders have been placed.

g. District reserves the right but has no obligation, for any neglect in complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the Work may be completed at the date specified in the Agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Contractor or withheld from payment(s) to Contractor.

h. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor

warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all Work to deliver the Project, to the District free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work will have any right to lien any portion of the Site or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of a political subdivision(s), title to which is commonly retained by the utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor will inform District as to the legal owner of such device or equipment.

i. Title to new materials and/or equipment for the Work and attendant liability for its protection and safety will remain with Contractor until incorporated into the Work of the Project and Accepted by District. No part of any materials and/or equipment will be removed from its place of storage except for immediate installation in the Work. Contractor will keep an accurate inventory of all materials and/or equipment in a manner satisfactory to District or its authorized representative and will, at District's request, provide it to District.

j. Unless otherwise provided below, materials shall be stored on the Project Site in such manner so as not to interfere with any operations of the District or any independent contractor.

l. **Off-Site Storage**

a. Contractor will not store materials and/or equipment off-Site without first obtaining District's express, written consent. If Contractor receives District's consent for Stored Materials, Contractor must comply with all the following:

i. Contractor must procure and maintain, during the entire time Stored Materials are in off-Site storage, insurance coverage acceptable to District that protects Contractor and District from all claims for Stored Materials that are lost, stolen, or damaged. District must be named as a loss payee for this insurance coverage. The insurance coverage must include a "loss payable endorsement" stating that, in the event District has paid for Stored Materials that are lost, stolen, or damages, all amounts payable will be paid directly to District. If approved in advance by District, this required insurance may be obtained by an "Employee Theft Protection Insurance Policy" or an "Employee Theft Protection Bond."

ii. District will only make payment to Contractor for Stored Materials if agreed upon in advance, in writing, by District and only if Contractor submits an itemized list of all Stored Materials with Contractor's request for payment. Contractor's itemized list of all Stored Materials must be supported by all the following:

1. Itemized breakdown of the Stored Materials for the purpose of requesting partial payment, identifying the serial numbers and exact storage location of each piece of equipment and material.

2. Verified PAID invoices for the Stored Materials.

3. Original copy of Property of Others Insurance, Employee Theft Protection Insurance Policy, or an Employee Theft Protection Bond based on the type of insurance required by District. These documents must include certificates and endorsements stating the coverage and that District is a loss payee or obligee, as appropriate.

4. An express, signed document from Contractor indicating that District may, at any time and at its sole discretion, have unhindered and unqualified access to all Stored Materials and to remove the Stored Materials.

## ARTICLE 14. CONTRACTOR'S SUPERVISION

a. Contractor shall continuously keep at the Project Site, a competent and experienced full-time Project superintendent approved by the District. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

b. Before commencing the Work, Contractor will give written notice to District of the name of its Project superintendent. Contractor's Project superintendent will not be changed except with prior written notice to District, unless Contractor's Project superintendent proves to be unsatisfactory to Contractor, District, any of District's employees, agents, Construction Manager, or Architect, in which case, Contractor will notify District in writing after the change has been made. District retains the right to reasonably refuse Contractor's replacement personnel. Contractor's Project superintendent will represent Contractor, and all directions given to Contractor's Project superintendent by District, Construction Manager, or Architect will be binding as if given to Contractor.

c. Contractor's Project superintendent must be employed full-time for the Project and shall have complete authority to represent and act on behalf on Contractor on all matters pertaining to the Work. The construction superintendent must be competent and have a minimum of five (5) years' experience in construction supervision on projects of similar scale and complexity.

d. Contractor will efficiently supervise the Work, using its best skill and attention. Contractor must carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and must at once report to District, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing, with a copy to Inspector(s). Contractor has the responsibility for discovery of errors, inconsistencies, or omissions in the Work.

e. Contractor must verify all indicated dimensions before ordering materials or equipment, or before performing Work. Contractor must take field measurements, verify field conditions, and must carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing Work. Contractor must immediately report errors, inconsistencies or omissions discovered by Contractor to District. Upon commencement of any item of Work, Contractor is responsible for dimensions related to the Work and must make any corrections necessary to make Work

properly fit at no additional cost to District. This responsibility for verification of dimensions is a non-delegable duty and may not be delegated to Subcontractors or agents.

f. Omissions from the Drawings or Specifications, or any incorrect description of details of Work which are manifestly necessary to carry out the intent of the Drawings and Specifications, or which are customarily performed, do not relieve Contractor from performing such omitted or any incorrectly described Work. Contractor must perform that Work as if fully and correctly set forth and described in the Drawings and Specifications.

## ARTICLE 15. WORKERS

a. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her. District may require Contractor to permanently remove unfit persons from Project Site. Contractor must ensure that all its employees and employees of its Subcontractors comply with all applicable construction site safety requirements.

b. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project except with the written Approval of the District.

c. Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work on behalf of Contractor will conduct themselves in a manner that is appropriate and does not interfere with any ongoing operations at the Site. District will not permit any: (1) verbal or physical contact with neighbors, District staff, or members of the public; (2) profanity, or inappropriate attire or behavior; and/or (3) photographing, videoing, or audio recording of any neighbors, the Site, District staff, or members of the public or any posting of any photographs, videos, or audio recordings of any neighbors, the Site, District staff, or members of the public on any internet site, social media platform of any kind, regardless of source of any photograph, video, or audio recording, except as expressly authorized in writing by District. District may require Contractor to permanently remove noncomplying persons from the Site.

d. Contractor will furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

e. As required by law, Contractor and all Subcontractors must employ individuals for the Work in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq.

## ARTICLE 16. OTHER PERSONNEL

a. Contractor will employ a competent scheduler and necessary assistants, or contract for sufficient services of a scheduling consultant. The scheduler must have a minimum of five (5) years' experience in construction scheduling. The scheduler must be satisfactory to District and, if not satisfactory, will be replaced by Contractor with one that is reasonably acceptable to District.

## ARTICLE 17. VERIFICATION OF EMPLOYMENT & FINGERPRINTING REQUIREMENTS

By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the District to terminate the Contract for cause: (1) failure of the Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

## ARTICLE 18. SUBCONTRACTORS

a. No contractual relationship exists between District and any Subcontractor or supplier by reason of the Agreement or Work.

b. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of the Work. Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the District.

c. The District reserves the right to Approve all subcontractors. The District's Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.

d. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

e. Contractor is responsible for the coordination of the trades, Subcontractors, and material or equipment suppliers working on the Project.

f. Contractor is solely responsible for resolving any disputes between Contractor and its Subcontractor(s) or between Subcontractors.

g. Contractor must include in all subcontracts the assignment provisions as indicated in the Termination section of these General Conditions.

## ARTICLE 19. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of the Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

a. Contractor shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the District.

b. The Contractor shall arrange and pay for all off-site and on-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site and on-site inspections delineated as the District's responsibility pursuant to the Contract Documents.

c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the District.

## ARTICLE 20. UTILITY USAGE

a. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be coordinated, furnished and paid for by Contractor. Contractor shall Provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Contractor shall remove all temporary distribution systems.

b. Contractor shall provide necessary and adequate utilities and pay all costs for water, internet, electricity, gas, oil, and sewer charges required for completion of the Project.

c. All permanent meters Installed shall be listed in the Contractor’s name until Project Acceptance.

d. If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of the District, use the District’s existing utilities by compensating the District for utilities used by Contractor.

## ARTICLE 21. INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by the District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by the District. Contractor may either request reimbursement from the District for such fees, or shall be responsible for arranging and coordination with District for the payment of such fees.

## ARTICLE 22. TRENCHES

a. **Trenches Five Feet or More in Depth**. The Contractor shall submit to the District, at the preconstruction conference, and in any event no later than in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards, including, without limitation, those established by the Construction Safety Orders of the

California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the District Representative. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

b. **Excavations Deeper than Four Feet**. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those indicated.

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 in the Contract.

The District shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a change order under the procedures described in the Contract Documents.

In the event that a dispute arises between the District and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor 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. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

4. Pursuant to Labor Code section 6705, nothing In this Article shall impose tort liability upon the District or any of its employees.

## ARTICLE 23. TRAFFIC CONTROL

a. Traffic control plan(s) for the Work may be required by the Agency(s) of Jurisdiction. Traffic control plans, if required, shall be prepared at Contractor's expense, and traffic control shall be performed at Contractor's expense in accordance with the requirements of the Agency(s) of Jurisdiction.

b. All warning signs and safety devices used by the Contractor to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones" or to the requirements of the local agency. The Contractor shall also be responsible for all traffic control required by the Agency(s) of Jurisdiction on the intersecting streets. Contractor must submit a traffic control plan to the Agency(s) of Jurisdiction for approval prior to starting Work.

## ARTICLE 24. DEMOLITION

a. If the Work requires the demolition of existing structures, Contractor must perform all Work reasonably required for removal or demolition, whether or not structures are fully detailed in the Drawings and Specifications.

b. The demolition component of the Work may include the removal of existing materials and components which, depending on the age and design of the structures existing at the Site may contain Hazardous Materials, the full extent of which may not yet be determined. District has provided Contractor for its reference Site information. Any additional information on Hazardous Materials, if applicable, may be provided elsewhere in the Contract Documents, including, without limitations in any supplemental or Special Conditions. Contractor shall plan for and execute the demolition, redesign, and reconstruction of the Work taking into account any uncertainty with respect to Hazardous Materials.

## ARTICLE 25. DIVERSION OF RECYCLABLE WASTE MATERIALS

To the extent applicable, and in compliance with the applicable District's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by District or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

## ARTICLE 26. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be Hazardous Materials which have not been rendered harmless at the Project Site, the Contractor shall immediately stop work at the affected Project Site and shall report the condition to the District in writing. The District shall contract for any services required to directly remove and/or abate Hazardous Materials and other toxic wastes and Hazardous Materials, if required by the Project Site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor.

## ARTICLE 27. SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with all applicable federal, state and local

laws, codes, ordinances, and regulations. Toilets and hand washing facilities shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in the Work under construction shall not be permitted. Any other Sanitary Facilities required by Cal/OSHA shall be the responsibility of the Contractor.

## ARTICLE 28. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

## ARTICLE 29. COMPLIANCE WITH STATE STORM WATER PERMIT

a. Storm, surface, ground, nuisance, or other waters may be encountered at various times during the Work. Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

b. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of any relevant local ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to Los Angeles Regional Water Quality Control Order No. R4-2012-0175 as amended by State Water Resources Control Board Order No. WQ 2015-0075, State Water Resources Control Board Order No. 2009-0009-DWQ, as amended by Order Nos. 2010-0014-DWQ and 2012-0006-DWQ, and any amendment or renewal thereof ("Permit" or "Construction General Permit").

c. Contractor shall comply with the lawful requirements of any municipality, drainage district, or other local agency with jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or watercourses.

d. Contractor shall be required to comply with all conditions of the State Water Resources Control Board ("State Water Board") National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. Contractor shall be solely responsible for implementing a Storm Water Pollution Prevention Plan ("SWPPP") prior to initiating Work. In bidding on this Contract, it shall be Contractor's responsibility to evaluate the cost of procuring the Permit and preparing the SWPPP as well as complying with the SWPPP and any necessary revision to the SWPPP. Contractor shall comply with all requirements of the

State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the Contract amount, including final stabilization of all disturbed areas regardless of whether shown in the Contract Documents.

e. Contractor shall file the Notice of Intent ("NOI") and obtain coverage for the Project under the Construction General Permit, if coverage is required. This may include filing all necessary documentation including the Permit Registration Documents ("PRDs") through the Stormwater Multiple Applications and Report Tracking System ("SMARTS"); preparing and implementing a Storm Water Pollution Prevention Plan ("SWPPP") for the Work site; implementing all other provisions, and monitoring and reporting requirements required by the Construction General Permit; and providing a Qualified SWPPP Developer ("QSD") and Qualified SWPPP Practitioner ("QSP"), as necessary for all Work site activities, including but not limited to preparation and submittal of all reports, plans, inspections, and monitoring information in compliance with the Construction General Permit. The District retains the right to develop its own documentation for the Project Site, including but not limited to the SWPPP, and in the alternative may require Contractor to adopt and implement portions of the District developed SWPPP. Specific requirements for the Work site shall be set forth in the Special Conditions. Contractor shall include all costs of compliance with specified requirements in the Contract amount. Contractor shall provide copies of all reports and monitoring information to the District Representative.

f. Notwithstanding the above, before any PRDs, SWPPP, or other Construction General Permit related document may be submitted to the State Water Resources Control Board or implemented on the Work site, it must first be reviewed and approved by the District, if requested. The District expressly reserves the right to procure coverage under the Construction General Permit for the Work site if Contractor fails to draft satisfactory PRDs or SWPPP or otherwise fails to proceed in a manner that complies with the requirements of the Construction General Permit. The District additionally reserves the right to hire additional contractors to maintain compliance at the Work site. Whether Contractor has adequately maintained compliance with the Construction General Permit shall be the District's sole determination. Any costs incurred by the District in procuring coverage under the Construction General Permit, or drafting and/or implementing a SWPPP for the Work site shall be paid by Contractor

g. Contractor shall comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

h. Failure to comply with the Permit is in violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the Project, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers.

i. District reserves the right to defend any enforcement action or civil action brought against the District for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse District for the costs associated with, any enforcement action and/or settlement reached between the District and any relevant enforcement entity.

j. District may seek damages from Contractor for delay in completing the Work in accordance with the Contract Documents, caused by Contractor's failure to comply with the laws, regulations and policies described in this Article , or any other relevant water quality law, regulation, or policy.

k. District may seek damages from Contractor for delay in completing the Contract in accordance with the Contract Documents, caused by Contractor's failure to comply with the Permit.

## ARTICLE 30. CLEANING UP

a. Contractor must provide all services, labor, materials, and equipment necessary for protecting the Work, all Site occupants, furnishings, equipment, and building structure from damage until its completion and final Acceptance of the Work by District. Contractor must perform all routine cleaning, operation, and maintenance on completed portions of the Work, including buildings, site utilities and all systems until completion or unless otherwise directed by District.

b. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.

c. Contractor shall fully clean up the site at the completion of the Work. If the Contractor fails to immediately clean up at the completion of the Work, the District may do so and the cost of such clean up shall be charged back to the Contractor.

d. If Construction Manager, Architect, or District observes the accumulation of trash and debris, District will give Contractor a **TWENTY-FOUR (24)** hour written notice to mitigate the condition.

e. Should Contractor fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by District, District will then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be the

sole responsibility of Contractor and may be deducted from the Contract Price and/or District may withhold those amounts from payment(s) due to Contractor.

## ARTICLE 31. LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out the Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Layout shall be done by a registered civil engineer Approved by the District Representative. Any required "as-built" drawings of the Work shall be prepared by the registered civil engineer.

## ARTICLE 32. EXCESSIVE NOISE

a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.

b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

## ARTICLE 33. TESTS AND INSPECTIONS

a. **Tests and Inspections.** Tests and Inspections shall comply with title 24, part 1, California Code of Regulations, group 1, article 5, section 4-335, and with the provisions of the Specifications.

1. The District will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the District's representative and not by the Contractor. The Contractor shall notify the District's representative a sufficient time in advance of its readiness for required observation or inspection.

2. The Contractor shall notify the District's representative a sufficient time in advance of the manufacture of materials to be supplied under the Contract Documents, which must by terms of the Contract Documents be tested, in order that the District may arrange for the testing of same at the source of supply. This notice shall be, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

3. Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice

from said representative that such testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

4. The District will select and pay testing laboratory costs for all tests and inspections. Costs of tests of any material found to be not in compliance with the Contract Documents shall be paid for by the District and reimbursed by the Contractor or deducted from the Contract Price.

5. If the Contract Documents, the District Representative, or any instructions, laws, ordinances, or public authority require any part of the Work to be tested or Approved, Contractor shall provide the District Representative at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the District, Contractor shall promptly inform the District of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for District testing and District inspection shall be paid by the District. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

6. If any Work is done or covered up without the required testing or Approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

7. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the District, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

8. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the District so that the District may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.

9. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of District, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

10. Reexamination of Work may be ordered by the District. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and reconstruction. If such Work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

b. **Costs for After Hours and/or Off Site Inspections**. If the Contractor performs Work outside the Inspector's regular working hours or requests the Inspector to perform inspections off

Site, costs of any inspections required outside regular working hours or off Site shall be borne by the Contractor and may be invoiced to the Contractor by the District or the District may deduct those expenses from the next Progress Payment.

1. Special Inspections, Inspections or Tests Out of State, Out of Country or Remote from Project: If Contractor has a Subcontractor or supplier that requires in plant or special inspections, inspections or tests that are out of the country, out of the state or a distance of more than 75 miles from the Project Site, the District shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector/Testing Agreement with District, or other expenses necessary to ensure proper inspection, special inspection or testing is provided by a DSA Certified Inspector, Special Inspector, or individual performing tests. In some cases, all three (DSA Inspector, Special Inspector, and Tester) may be required. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out-of-town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Work.

2. CONTRACTOR shall certify that any subcontractor/fabricator that requires DSA in-plant testing and/or inspection shall certify having experience with four (4) DSA projects of similar size and scope within the last eight (8) years.

## ARTICLE 34. PROTECTION OF WORK AND PROPERTY

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the District. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project Site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.

b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the District Representative, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the District Representative or the District. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the District and the Contractor.

c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:

1. Enclose working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

2. Provide substantial barricades around any shrubs or trees indicated to be preserved.

3. Deliver materials to the Project Site over a route designated by the District Representative.

4. Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the District shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.

5. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the District Representative. Contractor shall not unreasonably encumber the Project Site with its materials.

6. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the District.

## ARTICLE 35. INFECTIOUS DISEASE COMPLIANCE

a. Contractor and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to construction site safety, the Work, the Project, and Site, in connection with any Infectious Disease. Contractor shall ensure it has supervisory employees onsite that are trained and knowledgeable of all these requirements to ensure full compliance on Site and during the Work. Contractor's obligations hereunder shall include, without limitation providing personal protective equipment ("PPE") to its employees and to ensure that its Subcontractors provide PPE to its employees to prevent the spread of an Infectious Disease at the Project Site(s).

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

pursuant to the Claims Resolution Process, to the extent that Contractor establishes that it is entitled to an adjustment of the Contract Time.

c. Contractor agrees that its Bid, the Contract Price and the Contract Time are based on Contractor's full compliance with all applicable federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in relation with an Infectious Disease at the time the Parties entered into the Agreement. Therefore, any additional costs to Contractor associated with any Infectious Disease, or any federal, state, or local order relating thereto, shall not be considered compensable unless:

1. It occurred after the date of the award of the Project to Contractor;

2. It materially increases the Contract Price or the Contract Time by imposing different, additional or more stringent requirements; and

3. Contractor notifies District within **TEN (10)** days of the issuance of any new public health order(s), including the anticipated increase to the Contract Price or Contract Time due to the new public health order(s), and Contractor substantiates those costs with detailed supporting documentation as required by the Contract Documents. Including, without limitation, the "Changes in the Work" article herein and the Claims Resolution Process.

d. If, during the Work, the applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and/or the Site in connection with an Infectious Disease, are changed or rescinded (e.g., by the reduction of potential exposure or risk due to vaccinations), the Parties agree to reduce the Contract Price and the Contract Time due to the removal of the required efforts. If the Parties cannot mutually agree on the appropriate reduction, District may issue a Change Order for an amount of time and money it determines to be both reasonable and appropriate. Any dispute concerning the application of this procedure shall be resolved pursuant to the claims resolution provisions herein.

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

f. Contractor shall ensure it has supervisory employees onsite, including, without limitation, Contractor's project manager and construction superintendent, that are trained and knowledgeable of all of these requirements to ensure full compliance on the Site and during the Work.

g. Any cost or time considerations required to comply with these "Infectious Disease Compliance Provisions" shall be at Contractor's sole expense and expense, but may be included in the Contract Price and Contract Time when Contractor submits its Bid.

## ARTICLE 36. CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to Perform the Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards. This includes, without limitation, exercising full control over the direction and compensation of all persons assisting Contractor in the performance of the Work and the coordination and sequencing of the Work amongst the Subcontractors. Contractor is solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding, all employee benefits, and all regulations governing such matters. Contractor is responsible for ensuring that the finished Work complies accurately with the Contract Documents.

## ARTICLE 37. INTEGRATION, UNCOVERING, CORRECTION, & RIGHT TO TAKE OVER WORK

a. **Integration of Work**

1. Contractor must perform all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Contract Documents for the completed structure, and conform them as District and/or Architect may direct**.**

2. All costs resulting from Defective Work or ill-timed Work will be borne by Contractor, inclusive of repair Work.

3. Contractor must not endanger any Work performed by it or anyone else by cutting, excavating, or otherwise altering work and must not cut or alter work of any other contractor except with prior written consent of District.

4. Prior to any cutting or removing of existing materials, Contractor must ensure that a Hazardous Material survey has been completed on all materials disturbed by cutting or removing activities. By starting cutting or patching operations, Contractor acknowledges completion of Hazardous Material survey results, completion of abatement requirements prior to cutting or removing, acceptance of existing conditions, and the responsibility to restore the cut and patched area to match the original conditions.

b. **Uncovering of Work.** Without in anyway limiting or affecting any other provision of the Contract Documents, if a portion of the Work is covered without Inspector (if applicable) or Architect approval, or not in compliance with the Contract Documents, Contractor, if

required in writing by District, Inspector (if applicable), or Architect, must uncover the Work for Inspector's (if applicable) or Architect's observation and be replaced at Contractor's expense without any adjustment in the Contract Price or Contract Time.

c. **Rejection of Work.** Prior to District's Acceptance of the Work, any Work or materials or equipment forming a part of the Work or incorporated into the Work that is defective or not in conformity with the Contract Documents may be rejected by District, Architect or Inspector (if applicable) and Contractor must correct all rejected Work without any adjustment to the Contract Price or the Contract Time, even if the Work, materials or equipment have been previously inspected by Architect or Inspector (if applicable) or even if they failed to observe the defective or non-conforming Work, materials or equipment.

d. **Nonconforming Work**

1. Contractor must promptly remove from the Site all Work identified by District as failing to conform to the Contract Documents, including Nonconforming Work, whether incorporated or not. Contractor must promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to District and will bear any expense related to making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to District or other Contractors caused thereby.

2. If Contractor does not remove Work that District has identified consistent with the above requirement within a reasonable time, not to exceed **FORTY-EIGHT (48)** hours, District may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within **TEN (10)** Days' time thereafter, District may, upon **TEN (10)** Days' written notice, sell any material at auction or at private sale and will apply the proceeds of that sale to any losses sustained by the District as a result of Contractor's nonconforming Work, or any other Work covered by the preceding provision. In the event that District does not perform a sale, or the proceeds are inadequate to fully compensate District for its losses, District will deduct the outstanding amount of its losses from the Contract Price and District may withhold those amounts from sums due to Contractor.

e. **Correction of Work**

1. Pursuant to the notice provisions herein, Contractor must promptly correct Work rejected by District, Architect, or Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. Contractor bears all costs of correcting the rejected Work, including additional testing, inspections, and compensation for Inspector's or Architect's services and expenses made necessary thereby.

2. If, within **ONE (1)** year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found non-compliant with the requirements of the Contract Documents, Contractor must correct that Work promptly after receipt of written notice from District

to do so. This **ONE (1)** year period will be extended, with respect to any portion of the Work performed after Completion, by the period of time between Completion and District's Acceptance of the post-Completion Work. This obligation hereunder will survive Acceptance of the Work and termination of the Agreement. District will give such notice promptly after discovery of the condition.

f. **Right to Take Over**

1. Cumulative of the rights in the termination provisions hereunder, if Contractor should neglect to perform the Work properly or fail to perform any provisions of the Contract Documents, District, after **FORTY-EIGHT (48)** hours written notice to Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the Contract Price and may withhold payment from payment(s) due to Contractor.

2. If District determines at any time, before or after Completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may, at its option and its sole discretion:

   a. Require that all such Nonconforming Work be removed, remade or replaced, and all work disturbed by these changes be repaired by Contractor at no additional cost to District;

   b. Deduct from any amount due Contractor the sum of money equivalent to the difference in value between the Nonconforming Work and that required by the Drawings and Specifications; or

   c. Exercise any other remedy it may have at law or under the Contract Documents, including but not limited to District hiring its own forces or another contractor to replace Contractor's Nonconforming Work, in which case District will either issue a deductive Change Order, a Unilateral Change Order, or invoice Contractor for the cost of that Nonconforming Work. Contractor must pay any invoices within **THIRTY (30)** Days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

3. District may, in its sole and exclusive discretion, elect to Accept the Nonconforming Work and reduce the Contract Price as appropriate and equitable.

## ARTICLE 38. AUTHORIZED REPRESENTATIVES

The District shall designate representatives, who shall have the right to be present at the Project Site at all times. The District may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

## ARTICLE 39. HOURS OF WORK

a. These provisions, and any applicable provisions of the Special Conditions, shall apply to Contractors Work at the Project Site.

b. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

c. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

d. The Contractor shall pay to the District a penalty of twenty-five dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

e. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the District, and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Contractor shall reimburse the District for any inspector charges necessitated by the Contractor's evening and/or weekend work.

f. District will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits subject to city/county ordinance.

g. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project Site, other than between the hours of 7:00 a.m. to 5:00 p.m.,

Monday through Friday, with no Work allowed on District-observed holidays, unless otherwise Approved by the District Representative:

1. Powered Vehicles
2. Construction Equipment
3. Loading and Unloading Vehicles
4. Domestic Power Tool.

## ARTICLE 40. PAYROLL RECORDS; LABOR COMPLIANCE

a. Pursuant to Labor Code section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.

b. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code section 1771.4.

c. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the District. The Contractor shall also provide the following:

   1. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

   2. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

d. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

e. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.

f. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should

noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the District, forfeit Twenty-five Dollars ($25.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

## ARTICLE 41. PREVAILING RATES OF WAGES

a. The 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, Contractor agrees to fully comply with such Prevailing Wage Laws. The 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/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District. 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 Contractor's principal place of business and at the Project Site. 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 allege failure to comply with the Prevailing Wage Laws.

b. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than fifty dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

c. 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.

## ARTICLE 42. PUBLIC WORKS CONTRACTOR REGISTRATION

Pursuant to Labor Code sections 1725.5 and 1771.1, Contractor and its subcontractors must be registered with the Department of Industrial Relations at the time of the bid. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project.

## ARTICLE 43. EMPLOYMENT OF APPRENTICES

a. Contractor and all subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices.

b. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

c. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars ($100) for each calendar day of non-compliance pursuant to Labor Code Section 1777.7.

d. The responsibility for compliance with this Article shall rest upon the Contractor.

## ARTICLE 44. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for or referred to herein.

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-

subcontractors and consultants performing any part of the Work or of this Contract to make the same verifications and comply with all requirements and restrictions provided for herein.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the District to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for herein; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to immediately remove from the Work any person found not to be in compliance with such requirements.

## ARTICLE 45. DEBARMENT OF CONTRACTORS AND SUBCONTRACTORS

Contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is barred as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

## ARTICLE 46. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for its employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

## ARTICLE 47. INSURANCE AND BOND REQUIREMENTS

a. **Insurance Requirements.** Unless otherwise modified by the Special Conditions, Contractor shall procure and maintain, at Contractor's own expense, the following insurance coverages during the term of the Contract:

b. **"All Risk".**

1. It is the Contractor's responsibility to maintain or cause to be maintained Builder's Risk ("All Risk") extended coverage insurance on all work, material, equipment, appliances, tools, and structures which are a part of the Contract and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The District accepts no responsibility until the Contract is formally accepted by the Governing Board for the work. The Contractor is required to file with the District a certificate evidencing fire insurance coverage. The policy shall identify the District as the loss payee.

2. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.

3. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.

4. Coverage shall include all materials stored on site and in transit.

5. Coverage shall include Contractor's tools and equipment.

6. Insurance shall include boiler, machinery and material hoist coverage.

c. **Commercial General Liability Insurance.**

1. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, Commercial General Liability insurance coverage (equivalent in form to Insurance Services Office, Inc. (ISO) form CG 00 01 11 85 or CG 00 01 10 93), including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor's operations, use, and management of the Project Site, or the performance of its obligations hereunder. Policy limits shall not be less than $2,000,000 per occurrence and $4,000,000 in the aggregate, for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a 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.

2. Such policy shall comply with all the requirements of this Article and Article 42. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to the District, and shall not preclude the District from taking such other actions available to the District under other provisions of the Contract Documents or law.

3. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the District as a result thereof.

4. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

5. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions, relating to liability for injury to or death of persons and damage to property. If the

coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

d. **Commercial Automobile Liability Insurance.** Contractor shall provide, during the life of this Contract, Automobile Liability Insurance ($1,000,000) (equivalent in form to ISO form CA 00 01 06 92) covering Symbol 1 (any auto) in an amount not less than $1,000,000 combined single limit. Contractor shall take out and maintain at all times during the term of this Contract . Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles.

e. **Workers Compensation Insurance & Employers Liability Insurance.**

1. Contractor shall provide, during the life of this Contract, workers' compensation insurance Workers Compensation Insurance as required by the California Labor Code for all of the employees engaged in Work under this Contract, on or at the Project Site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Project Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the District certificates of its insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the District, if in the form and coverage as set forth in the Contract Documents.

2. Contractor shall provide during the life of this Contract, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars ($1,000,000.00) per person per accident. Contractor shall provide District with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the District.

f. **Professional Liability or Errors and Omissions Liability Insurance.** in an amount not less than $1,000,000 per claim.

g. **Form and Proof Insurance Requirements.**

1. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the District Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from the District. At the election of the District the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

2. Contractor shall cause its insurance carrier(s) to furnish the District with either 1) a properly executed original Certificates(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the District Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Contractor shall not take possession, or use the Project Site, or commence operations under this Agreement until the District has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

3. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

4. The District reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in the District's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

5. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

h. **Other Insurance Requirements**

1. The insurance required herein shall be placed with insurers admitted to do business in the State of California or non-admitted but authorized by the State of California (List of Eligible Surplus Lines Insurers (LESLI)) and with a rating of or equivalent to an A:VIII by A.M. Best Company.

2. **Additional insured endorsements**. The general liability insurance policy must be endorsed with an additional insured endorsement (on a form equivalent to ISO form CG 2010 11 85 or CG 20 26 11 85) naming the District, its trustees, employees, and agents as additional insured. The policy must be endorsed to provide that any failure

by the Contractor to comply with the reporting provisions of the policy shall not affect the coverage afforded to the District, its trustees, employees, and agents.

3. **Notice of policy changes or cancellation.** Each insurance policy shall be endorsed to state that policy shall not be suspended, voided, materially changed (except by reason of limit reduction due to paid claims), or canceled by either party except after thirty (30) days prior written notice (or except after ten (10) days written notice for nonpayment of premium only) to the District.

4. **Primary, non-contributing coverage.** Each insurance policy shall be endorsed to state that coverage shall apply on a primary, noncontributing basis in relation to any insurance or self-insurance, primary or excess, maintained by or available to the District, its boards, officials, employees, or agents. Similarly, each insurance policy shall be endorsed to state that coverage maintained by District shall be excess to and shall not contribute to insurance or self-insurance maintained by the Contractor.

5. **Severability of interests.** A severability of interest endorsement, which provides Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. **Waivers of subrogation.** Each workers' compensation and general liability insurance policy shall be endorsed to state that the insurance company waives it rights of subrogation against the District, its trustees, employees, and agents.

7. **Delivery of Certificates and Endorsements.** Prior to the start of performance, Contractor shall deliver to District certificates of insurance and the endorsements for approval as to sufficiency and form. In addition, Consultant shall, within thirty (30) days prior to expiration of the insurance, furnish to District certificates of insurance and endorsements evidencing renewal of the insurance. District reserves the right to require complete certified copies of all policies of Contractor at any time. District may, at its discretion, require additional coverage or additional limits based upon the nature of the services provided.

8. **Claims-made Acceptability.** "Claims-made" policies for other than professional liability, or errors and omissions liability policies are not acceptable unless the District determines that "Occurrence" policies are not available in the market for the risk being insured. If a "Claims-made" policy is accepted, it must provide for a pre-paid extended reporting period endorsement (ERPE) of not less than one hundred eighty (180) days. In lieu of the prepaid ERPE, contractor shall warrant that it will maintain continuous, equivalent coverage at least three years after contract completion. Also, if a claims-made policy is utilized, its prior acts date must be at least as early as the first date of business by the Contractor with the District.

9. **Insurance Requirements for Subcontractors.** If subcontractors are permitted under this Contract, Contractor shall include Article 1 and 2 in its agreements with subcontractors and shall forward to District all required documentation.

10. **Self-Insurance, Self-Insured Retentions, Deductibles.** Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by the Associate Superintendent of Business Services or designee and shall protect District, its trustees, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions.

11. The coverage and limits required hereunder shall not in any way limit the liability of the Contractor nor are the insurance requirements herein intended to represent adequate or sufficient coverage for the Contractor's risks hereunder.

12. The District reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in the District's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

13. **Bond Requirements.**

a. The bonds required herein shall be placed with surety companies on the U.S. Department of Treasury's List of Approved Sureties.

b. Contractor shall provide to District:

i. Bid Bond equal to 10% of the Performance Bond amount.

ii. Payment Bond (Material and Labor Bond) to satisfy claims of material suppliers and mechanics and laborers employed by the Contractor in connection with this Contract. This bond shall be maintained by Contractor in full force and effect for the period prescribed by operation of law.

iii. Performance Bond guaranteeing faithful performance of all work within the time and manner prescribed, free from original or developed defects. The Surety's obligations under the Performance Bond shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, including, but not limited to, California Code of Civil Procedure Section 337.15.

## ARTICLE 48. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

a. **Time for Completion/Liquidated Damages.** Work shall be commenced within ten (10) days of the date stated in the District's Notice to Proceed and shall be completed by Contractor within the Contract Time The District is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the District's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the District (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If the Work is not completed as stated in the

Contract Documents, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

b. **Notice of Delay.**

1. In addition to the requirements indicated in this subsection, Contractor must submit any request for an adjustment of the Contract Price or Contract Time through the Change Order provisions in these General Conditions.

2. Contractor must, within **FIVE (5)** Days of any delay impacting the critical path in completing the Work, or, any delay Contractor reasonably believes will extend the then current Project Completion date set forth in the current and District Approved Construction Schedule, notify District in writing of the causes of the delay including documentation and facts explaining the delay.

3. Any request by Contractor for an adjustment of the Contract Price and/or the Contract Time for a delay must be submitted in accordance with the provisions in the Contract Documents governing Changes in Work. When requesting time, requests must be submitted with full justification and documentation. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the scope of Work.

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

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

(b) Specific logical ties to the Construction Schedule for the proposed changes and/or delay showing the activity(ies) in the Construction Schedule that are affected by the change and/or delay. Include a “fragnet” analysis for the portion of the schedule and the activities Contractor contends are impacted by the delay.

(c) A recovery or updated Construction Schedule must be submitted.

5. District will review the facts and extent of any noticed delay and may grant Contract Time extension(s) for Completion of the Work when, in District’s sole judgment, the findings of fact justify an extension.

6. Contract Time extension(s) may be limited to only those portions of Work affected by delay and may not apply to other portions of Work not so affected, in the sole discretion of District.

7. There are three (3) types of delay:

   (a) Excusable and Compensable Delay;

   (b) Excusable and Noncompensable Delay;

   (c) Unexcused Delay.

8. Following submission of a notice of delay, District may determine whether Contractor is entitled to an extension of the Contract Time, and, if applicable, an increase in the Contract Price arising from any properly noticed and substantiated delay. In making that determination, District will consider the following, based on the evidence submitted by Contractor and any investigations performed by District:

   (a) Whether the delay is an Excusable and Compensable Delay, Excusable and Noncompensable Delay, or Unexcused Delay;

   (b) How long the delay continues; and

   (c) To what extent the prosecution and Completion of the Work might be delayed thereby.

9. Contractor's failure to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents is a waiver of Contractor's right to assert a claim for a delay.

10. Delays from Force Majeure Events may constitute Excusable Delay, but **NOT** Excusable and Compensable Delay.

11. Any adjustment of the Contract Time on account of an Excusable and Noncompensable Delay or an Excusable and Compensable Delay is limited as set forth herein. No adjustment of the Contract Time will be made on account of any Excusable Delays or an Excusable and Compensable Delays unless those delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated and Approved Construction Schedule as of the date on which a delay first occurs. District will not be deemed in breach of, or otherwise in default of any obligation hereunder, if District denies a request by Contractor for an adjustment of the Contract Time for any delay that does not actually and directly impact Work on the then current and updated and Approved Construction Schedule. In submitting a request for an adjustment of Contract Time, and as a condition precedent to District's review of that request, Contractor must insert into the then current and updated Approved Construction Schedule a "fragnet" analysis representing the event that Contractor claims to result in delay to the critical path as depicted in the updated Approved Construction Schedule. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time is the number of Day from the commencement of the first delay to the cessation of the delay that ends last. If an Unexcused Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time is the number of Days, if any, which the Excusable Delay or the Compensable Delay exceeds the period of time of the Unexcused Delay.

c. **Excusable and Compensable Delay.**

1. A delay is not considered Excusable and Compensable Delay unless **all** the following conditions are met:

(a) District is responsible for the delay;

(b) The delay is unreasonable under the circumstances involved and impacts the critical path of the Work and extends the most current Project Completion date. A delay impacts the critical path of the Project if it delays a work activity that cannot be delayed without delaying Completion of the Work to a date that is beyond the Contract Time;

(c) The delay was not within the contemplation of District and Contractor;

(d) Contractor complies with the Change Order procedures, and if necessary, the Claims Resolution Process of the Contract Documents;

(e) The delay could not have been avoided or mitigated by Contractor's care, prudence, foresight, and diligence;

(f) The delay extends the most current Project Completion date; and

(g) The delay is not concurrent with a Concurrent Delay or other Excusable Delay.

d. **Excusable and Noncompensable Delay .**

1. To constitute Excusable and Noncompensable Delay **all** the following conditions must be met:

(a) The delay could not have been avoided by Contractor exercising care, prudence, foresight, and diligence, including, without limitation, inclement and severe weather and/or a Force Majeure Event,

(b) The delay is beyond the reasonable control of Contractor; and

(c) The delay actually extends the most current Project Completion date.

2. Contractor may be entitled to an extension of the Project Completion date if there is an Excusable and Noncompensable Delay, but Contractor will not be entitled to additional compensation for an Excusable Delay.

3. Contractor is aware that governmental agencies and utilities, including, without limitation, the DSA, the State Fire Marshal, the Department of General Services, gas companies, electrical utility companies, water districts, sewer districts, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Contractor must include in its Bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Contractor is not entitled to make a claim for damages or delays or an Excusable Delay arising from the review of Contractor's drawings or other approvals from the DSA, the

State Fire Marshal, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies.

4. If an Infectious Disease impacts the progress of the Work and Contractor demonstrates that the event satisfies the conditions of the Contract Documents for an adjustment to the Contract Time, it will be an Excusable Delay.

5. Neither the financial resources of Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work will be deemed conditions beyond the control of Contractor.

e. **Inclement Weather.** Contractor shall abide by the District Representative's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.

f. **Granting an Extension of Time.**

1. If and only if a delay meets all conditions above for either Excusable and Compensable Delay or Excusable Delay, will District grant a time extension for each established day of delay, subject to the following:

(a) When two (2) or more delays (each of which meet all conditions prescribed above) occur concurrently on the same day, and each delay by itself without consideration of the other delays would be critical, then all such delays will be considered critical. In the event that two (2) or more substantiated delays apply concurrently to the same day and extend the Construction Schedule, then that day of delay shall be treated as one (1) day of delay and not multiple days of delay when adjusting the Contract Time.

(b) Any Concurrent Delay is considered an Unexcused Delay.

2. If for any reason one or more of the conditions above for Excusable and Compensable Delay or Excusable Delay is held legally unenforceable, then all remaining conditions must be met as a condition to obtaining an extension of the Contract Time as herein provided.

g. **No Damages for Reasonable Delay.** The District's liability to Contractor for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the District be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable District delay, including delays caused by items that are the responsibility of the District pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

## ARTICLE 49. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the District:

a. Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract Price;

b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the District to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.

c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the District Representative, for unit price items listed, if any, in the Bid Form.

d. Following the District's Acceptance of the Work, the Contractor shall submit to the District a written statement of the final quantities of unit price items for inclusion in the final payment request.

e. The District shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

## ARTICLE 50. PAYMENTS & WITHHOLDING

a. The District shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments. Notwithstanding the foregoing, Contractor shall not be entitled to payment for Work so long as any lawful or proper direction concerning the Work or any portion thereof given by the District, District's Representative, or the Architect which Contractor has failed to comply with.

b. **Mobilization Costs**

1. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of the Work.

2. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the District Representative. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:

(a) Obtaining and paying for all bonds, insurance, and permits.

(b) Moving on to the Project Site of all Contractor's plant and equipment required for first month's operations.

(c) Installing temporary construction power, wiring, and lighting facilities.

(d) Establishing fire protection system.

(e) Developing and installing a construction water supply.

(f) Providing and maintaining the field office trailers for the Contractor and the District Representative, complete, with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.

(g) Providing on-site communication facilities for the Owner and the District Representative, including telephones, radio pagers, and fax machines.

(h) Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.

(i) Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.

(j) Arranging for and erection of Contractor's work and storage yard.

(k) Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.

(l) Full-time presence of Contractor's superintendent at the job site as required herein.

(m) Submittal of Construction Schedule as required by the Contract Documents.

c. The Contractor shall, after the full completion of the Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.

d. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.

e. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the District arising from this Contract.

f. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.

g. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code section 3262. Prior to final payment by the District, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

h. **Withholdings**

1. In addition to amounts which the District may retain under other provisions of the Contract Documents the District may withhold payments due to Contractor as may be necessary to cover:

(a) Stop Notice Claims.

(b) Defective Work not remedied.

(c) Failure of Contractor to make proper payments to its subcontractors or suppliers.

(d) Completion of the Contract if there exists a reasonable doubt that the Work can be completed for balance then unpaid.

(e) Damage to another contractor or third party.

(f) Amounts which may be due the District for claims against Contractor.

(g) Failure of Contractor to keep the record ("as-built") drawings up to date.

(h) Failure to provide updates on the construction schedule.

(i) Site clean-up.

(j) Failure of the Contractor to comply with requirements of the Contract Documents.

(k) Liquated damages.

(l) Legally permitted penalties.

2. Upon completion of the Contract, the District will reduce the final Contract amount to reflect costs charged to the Contractor, back charges or payments withheld pursuant to the Contract Documents.

3. The District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of those withholdings permitted by this Article which must be retained or applied in accordance with applicable law. In so doing, the District shall be deemed the agent of Contractor and any payment so made by the District shall be considered as a payment made under contract by the District to Contractor and the District shall not be liable to Contractor for such payments made in

good faith. Such payments may be made without prior judicial determination of claim or obligations. The District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

i. Owner shall have the right, if necessary for the protection of the OWNER, to issue joint checks made payable to the contractor and subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. However, owner has no duty to issue joint checks. In no event shall a joint check payment be construed to create any contract between the owner and a subcontractor of any tier, any obligation from the owner to such subcontractor, or rights in such subcontractor against the owner.

## ARTICLE 51. SECURITIES FOR MONEY WITHHELD

Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the District to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the District to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the District or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the Contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

## ARTICLE 52. CHANGES AND EXTRA WORK

a. **Notice Required.** If Contractor is seeking an adjustment in the Contract Price, or any extension in the Contract Time for Completion, it must notify District pursuant to the provisions of the Contract Documents. No adjustment in the Contract Price or Contract Time will be considered unless made in accordance with the Contract Documents. Contractor must proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such contract adjustment will only be authorized by a Change Order.

b. **General Provisions & Conditions Precedent to Change Order**

1. There will be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order and or Construction Change Directive approved by District as herein provided. District will not be liable for the cost of any extra Work, any changes to the Contract Time, or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless District has authorized the same and the cost thereof has been approved by an executed Change Order. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

2. No adjustment to the Contract Time for performance of the Work will be allowed hereunder unless a request for such an extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order. The

provisions of the Contract Documents will apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

3. Contractor must perform immediately all Work that has been authorized by a fully executed Change Order. Contractor is fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work and Contractor's failure or refusal to so proceed with that Work may be deemed to be Contractor's default of a material obligation of Contractor under the Contract Documents.

4. Should any Change Order result in an increase in the Contract Price, the cost of that Change Order must be agreed to, in writing, in advance by Contractor and District. In the event that Contractor proceeds with any change in Work without a Change Order executed by District, Contractor waives any claim of additional compensation or time for that additional work.

c. **Change Order.**

1. A Change Order is a written instrument prepared and issued by District and/or Architect and signed by District, Contractor, Architect, and approved by Inspector (if necessary), stating their agreement regarding all of the following:

(a) A description of a change in the Work;

(b) The amount of the adjustment in the Contract Price, if any; and

(c) The extent of the adjustment in the Contract Time, if any.

2. If District Approves a change, District or Architect will provide a written Change Order to Contractor describing the change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of that change. All Change Orders are full payment and final settlement of all rights for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, as well as any adjustments to the Contract Time. Contractor shall waive any demand or request for an adjustment to the Contract Time or the Contract Price relating to any changed Work which was not first presented by Contractor in a request for time or compensation as a Change Order. Contractor must execute the Change Order prepared pursuant to the foregoing. After the Change Order has been prepared and forwarded to Contractor for execution, Contractor will not modify or amend the form or content of such Change Order, or any portion thereof.

d. **District Initiated Change.**

1. The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by

written Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.

2. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed Change Order, unless the District requests that proposals be submitted in less than seven (7) Days.

e. **Contractor Initiated Change.** The Contractor must give written notice to the District Representative of a proposed Change Order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.

f. **Time to Submit.** Contractor must submit any request for additional time or compensation within **FIVE (5)** days of the date Contractor discovers, or reasonably should discover, the circumstances giving rise to that request, unless additional time to submit a request is granted in writing by District. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that District can promptly investigate and consider alternative measures to the address the basis for the request. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice within this time frame is a waiver, release, discharge and relinquishment of Contractor's right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of the circumstances giving rise to the request.

g. **Contract Price Adjustment.**

1. All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No Work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the Work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.

2. Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the District.

3. All price quotations submitted by the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District.

h. **Contract Time Adjustment.**

1. All claims for additional time shall be presented in writing with any request for compensation, if applicable. Contractor shall submit a revised schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationships. Contractor must use available total float (if applicable) before requesting an extension of the Contract Time. Any additional time requested must not be the number of days to make the proposed change but must be based upon the impact to the Contract Time as defined in the Contract Documents. If Contractor fails to request a time extension as set forth herein, then Contractor is thereafter precluded from requesting time and/or claiming a delay. If Contractor believes a delay constitutes an Excusable and Compensable Delay, then Contractor must provide detailed documentation that supports its position and that addresses all the components of the "Excusable and Compensable Delay(s)" section above. Contractor must include any applicable requests for compensation with its request for additional time.

2. Justification for any adjustment in Contract Time must include a schedule analysis identifying critical schedule activities delayed by the request. Contract Time will be extended or reduced commensurate with the time reasonably necessary to perform a change. Changes performed within available float (if applicable) will not justify an extension to the Contract Time. District will make the final determination of the amount of Contract Time to allocate to any change.

3. Under no circumstances will District pay Contractor more than the **ACTUAL, DIRECT COSTS** to Contractor for each day of Compensable Delay substantiated by Contractor consistent with the requirements of the Contract Documents.

i. **Unforeseen Site Conditions.** If Contractor submits a request for compensation or time that is based at least partially on Contractor's assertion that Contractor has encountered unforeseen site condition(s) on the Project, then Contractor must base the request on provable information that, beyond a reasonable doubt and to District's satisfaction, demonstrates that the unforeseen site condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, District will deny the request and Contractor must complete the Project without any increase in Contract Price and/or Contract Time.

j. **Supporting Documentation.** Contractor must include with each request for time or compensation documentation substantiating the requested change in the Contract Price and Contract Time. If District deems Contractor's supporting documentation incomplete or inadequate to substantiate the requested change to the Contract Price and Contract Time, District will request that Contractor supplement the request with additional, reasonable supporting documentation. Any request that does not include the documentation required by this section will be rejected.

k. **Force Account Work.** If the Contractor fails to submit the cost proposal for a Change Order within the seven (7) Day period (or as requested), the District has the right to order the Contractor in writing to commence the Work immediately on a force account basis and/or issue a lump sum change to the Contract price in accordance with the District's

estimate of cost. If the change is issued based on the District estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted Work, the Contractor presents written proof that the District's estimate was in error.

l. **Unit Price Change Orders.** The following shall apply when performing and pricing Change Order Wok by unit price(s). When the actual quantity of a unit price item varies from the Bid Form, compensation for the change in quantity will be calculated by multiplying the actual quantity by the unit price. This calculation may result in either an additive or deductive Final Change Order pursuant to the Contract Documents.

1. Because the Contract unit prices provided in the Bid Form include Overhead and Profit as determined by Contractor at the time of Bid submission, no mark up or deduction for Overhead and Profit will be included in unit price Change Orders.

2. Bid items included on the Bid Form may be deducted from the Work in their entirety without any negotiated extra costs.

3. Contractor acknowledges that unit quantities are estimates and agrees that the estimated unit quantities listed on the Bid Form will be adjusted to reflect the actual unit quantities which may result in an adjustment to the Contract unit prices. Such an adjustment will be made by execution of a final additive or deductive Change Order following Contractor's completion of the Work. Upon notification, Contractor's failure to respond within seven (7) Days will result in District's issuance of a unit quantity adjustment to the Contract unit prices and/or Contract Time in accordance with the Contract Documents.

4. The District or Contractor may make a Claim for an adjustment in the unit price in accordance with the Contract Documents if:

(a) The quantity of any item of unit price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; and

(b) There is no corresponding adjustment with respect to any other item of Work; and

(c) Contractor believes that Contractor is entitled to an increase in unit price as a result of having incurred additional expense or the District believes that the District is entitled to a decrease in unit price and the parties are unable to agree as to the amount of any such increase or decrease.

m. **Lump Sum Change Orders.** Compensation for lump sum Change Orders shall be limited to expenditures actually incurred by Contractor and necessitated specifically by the extra work. Lump sum Change Orders shall comply with all provisions of presenting Change Orders in the Contract Documents.

n. **Time and Materials Change Orders.**

1. **General.**

(a) The term "Time and Materials" means the not to exceed sum of all costs reasonably and necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of extra work.

(b) Except as otherwise may be agreed to in writing by the District, such costs shall be in amounts no higher than those prevailing in the locality of the Project, and shall include only the following items.

(c) Contractors shall **ONLY** price a Change Order on a time and materials basis if:

i. The District has authorized Contractor to do so in writing and in advance of the performance of extra work; and

ii. The District provides a not-exceed-amount with such authorization.

2. **Timely and Final Documentation.**

(a) **Time and Materials Daily Sheets.** Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the District's Representative for an approval signature **each day** extra work is performed. Failure to obtain the District's Representative's approval signature each Day shall result in a waiver of Contractor's right to claim these costs. The District's Representative's signature on time sheets only serves as verification that the Work was performed and is not indicative of District's agreement to Contractor's entitlement to the cost. "Contractor shall notify the District if it is anticipated that the work will exceed the previously established not-to-exceed amount. Contractor work performed beyond the established not-to-exceed amount without notice to the District will be the Contractor's responsibility.

(b) **Time and Materials Daily Summary Sheets.** All documentation of incurred costs ("Time and Materials Daily Summary Sheets") shall be submitted by Contractor within **three (3) business Days** of incurring the cost for labor, material, equipment, and special services as extra work is performed. Contractor's actual costs shall be presented in a summary table in an electronic spreadsheet file broken down by all components included in the "Cost Estimates" section below. Each Time and Materials Daily Summary Sheet shall include Contractor's actual costs incurred for the extra work performed that day and a cumulative total of Contractor's actual costs incurred for the extra work. Contractor's failure to provide a Time and Materials Daily Summary Sheet showing a total cost summary within **three (3) business Days,** but not longer than **five (5) business Days**, of performance of the Work will result in the Contractor's otherwise allowable overhead and profit being reduced by fifty percent (50%) for that portion of extra work which was not documented in a timely manner. Contractor's failure to submit the Time and Materials Daily Summary Sheet within **five (5) business Days** of performance of the Work will result in a total waiver of Contractor's right to claim these costs.

(c) **Total Cost Summary Sheet.** All documentation of incurred costs Contractor ("Time and Materials Total Cost Summary Sheet") shall be submitted within **seven (7) Days** following

completion of District approved extra work. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services. Contractor's failure to submit the Time and Materials Total Cost Summary Sheet within **seven (7) Days** of completion of the extra work will result in Contractor's waiver for any reimbursement of any costs associated with the Time and Materials Summary Sheets or the performance of the extra work.

o. **Cost Estimates.** Estimates for Change Orders, except for unit prices included in Change Orders, shall be priced and segregated as follows:

1. **Labor.**

(a) The costs of labor will be the actual wages paid for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

(b) Estimated labor hours must only include hours for those workmen and working foremen directly involved in performing the change order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the markup percentages as outlined below. Note that no separate allowances for warranty expense will be allowed as a direct cost of a change order. Costs attributed to warranty expenses will be considered to be covered by the markup.

(c) Labor burden allowable in Change Orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. An estimated percentage for labor burden may be used for pricing change orders. However, the percentage used for labor burden to price change orders will be examined at the conclusion of the Project and an adjustment to the approved change orders will be processed if it is determined that the actual labor burden percentage should have been more or less than the estimated percentage used.

2. **Materials.**

(a) The cost of materials reported shall be itemized at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and

delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the District shall determine the materials cost, at its sole discretion. Material costs shall reflect cost reductions available to the Contractor due to "non-cash" discounts, trade discounts, free material credits, and/or volume rebates. "Cash" discounts (i.e., prompt payment discounts of 2% or less) available on material purchased and shall be credited to the District if the Contractor is provided the District funds in time for Contractor to take advantage of any such "cash" discounts. The portion of any "cash" discounts greater than 2% will not be considered "non-cash" discount for purposes of this provision. Price quotations from material suppliers must be itemized with unit prices for each specific item to be purchased. "Lot pricing" quotations will not be considered sufficient substantiating detail.

(b) For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the District.

(c) Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the Project site, whichever price is lower

(d) If, in the opinion of the District, the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such materials, then the cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Project site less trade discounts.

(e) The District reserves the right to furnish materials for the extra work and no Claim shall be allowed by Contractor for costs of such materials or Indirect Costs or profit on District furnished materials.

3. **Tool and Equipment Use.**

(a) Allowable change order estimated costs may include appropriate amounts for rental of major equipment specifically needed to perform the change order work (defined as tools and equipment with an individual purchase cost of more than $1,000). No payment will be made for the use of small tools, tools which have a replacement value of $1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.

(b) Fuel necessary to operate the equipment will be considered as a separate direct cost associated with the Change Order Work.

(c) For Contractor owned equipment, the aggregate equipment charges for any single piece of equipment used in all Change Order work shall be limited to the actual costs incurred by Contractor.

(d) For rental equipment, the equipment costs will not exceed one hundred percent (100%) of the Association of Equipment Distributors (AED) rental rates and delay factors or Caltrans rates and delay factors as set forth in the California Department of Transportation publication entitled *Labor Surcharge and Equipment Rental Rates*, which is in effect on the date upon which the Contract was executed, whichever is less. Hourly, daily, weekly, or monthly rates will be used, whichever is lower. Hourly rates including operator will not be used.

i. The time to be paid for equipment will be the actual time that the equipment (i) is in productive operation on the Work or (ii) idled as a result of the event or circumstance giving rise to the request for compensation. Rental time will not be allowed while equipment is inoperative due to breakdowns.

ii. To calculate the costs of idle equipment, Contractor must use the applicable idle equipment rate. For example, and clarification purposes only, if the rate for "X" piece of equipment is $100 and the applicable delay factor is .20 for that piece of equipment, then the hourly rate for idle equipment will be $20 ($100 x .20), which will be applied against the number of hours idle. In no event will Contractor charge an amount greater than 50% of the applicable equipment rate for idle equipment.

iii. In computing the hourly rental of equipment, any time less than **THIRTY (30)** minutes will be considered **ONE-HALF (1/2)** hour. No payment will be made for time while equipment is inoperative due to breakdown, or for non-workdays. In addition, the rental time will not include the time required to move the equipment to and from the Project Site. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project Site in any other way than upon the work directly related to the event or circumstance giving rise to the request for compensation.

iv. Payment to Contractor for the use of equipment as set forth above will constitute full compensation to Contractor for the cost of fuel, power, oil, lubricants, supplies, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators), and any and all costs to Contractor incidental to the use of the equipment.

v. Should Contractor, or any of its owners, officers, directors or agents, hold any ownership interest in any company, organization, association or corporation from whom rental equipment is secured. Contractor must immediately notify District of such and the price set for any such rental will be agreed upon in advance by Contractor and District.

4. **Overhead, Profit and Other Charges.** The mark-up for overhead (including supervision) and profit on Work added to the Contract shall be according to the following:

(a) "Net Cost" is defined as (1) direct labor and allowable labor burden costs applicable to the change in the Work; (2) the net cost of material and installed equipment incorporated

into the change in the Work, and (3) net rental cost of major equipment and related fuel costs necessary to complete the change in the Work.

| | **Work by Subcontractor less than or equal to $2,500** | **Work by Subcontractor more than $2,500** | **Work by CONTRACTOR less than or equal to $2,500** | **Work by CONTRACTOR more than $2,500** |
|---|---|---|---|---|
| **Subcontractor Overhead & Profit** | 15% | 10% | | |
| **CONTRACTOR Overhead & Profit** | 10%<br>Excluding Bond Premium | 5%<br>Excluding Bond Premium | 15%<br>Excluding Bond Premium | 10%<br>Excluding Bond Premium |
| **Total Overhead and Profit, not to exceed:** | 25% | 15% | 15% | 10% |

(b) For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work. The markup computed using the above formula/table shall be considered to be allocated 2/3 to cover applicable overhead costs directly attributable to the field overhead costs related to processing, supervising and performing, the Change Order Work, and the remaining 1/3 to cover home office overhead costs and profit.

(c) For Work performed by a first tier and second tier subcontractors, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.

(d) No additional mark-up will be allowed for any other lower tier subcontractors.

(e) In no case shall the added cost for overhead and profit payable by District exceed twenty-five (25%) percent of the Net Cost as defined herein.

(f) Change order cost adjustments due to increases or decreases in bond or insurance costs (if applicable) shall not be subject to any markup.

(g) As a further clarification, the agreed upon markup percentage set forth above is intended to cover the Contractor's profit and all indirect costs associated with the change order work. Items intended to be covered by the markup percentage include, but are not limited to: home office expenses, branch office and field office overhead expense of any kind, project management, superintendents, general foremen, estimating, engineering, coordinating, expediting, purchasing, detailing, legal, accounting, data processing or

other administrative expenses, shop drawings, permits, auto insurance and umbrella insurance, pick-up truck costs, and warranty expense costs. The cost for the use of small tools is also to be considered covered by the markup percentage established above.

(h) The application of the markup percentages referenced above will apply to both additive and deductive change orders. In the case of a deductive change order, the credit will be computed by applying the sliding scale percentages as outlined above so that a deductive change order would be computed in the same manner as an additive change order. In those instances where a change involves both additive and deductive work, the additions and deductions will be netted and the markup percentage adjustments will be applied to the net amount.

5. **Subcontractor Estimates**

(a) For added or deducted Work by subcontractors, the Contractor shall furnish to the District the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.

(b) For added or deducted Work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.

6. **Contingency.** In no event will any lump sum or percentage amounts for "contingency" be allowed to be added as a separate line item in change order estimates. Unknowns attributable to labor hours will be accounted for when estimating labor hours anticipated performing the work. Unknowns attributable to material scrap and waste will be estimated as part of material costs.

7. **Insurance & Bonds.** In the event the Contractor has been required to furnish insurance and/or bonds as part of the base contract price, a final contract change order will be processed to account for the Contractor's net increase or decrease in insurance costs and/or bond premium costs associated with change orders to Contractor's base Contract Price.

8. **No Reservations.** Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for Work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's change order form in an attempt to reserve additional rights.

p. **Determination of Costs**

1. The amount of the increase or decrease in the Contract Price from a Change Order, if any, will be determined in one or more of the following ways as applicable to a specific situation and at District's discretion:

(a) District Acceptance of a request for compensation or time;

(b) By negotiated agreement between District and Contractor;

(c) By unit price(s) or alternate item(s) contained in Contractor's original Bid. If the Bid for the Work included proposal(s) for alternate item(s), during Contractor's performance of the Work, District may elect to add or delete any alternate item(s). If District elects to add or delete an alternate item(s) pursuant to the foregoing, the cost or credit for alternate item(s) will be as set forth in Contractor's Bid, at District's discretion. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time will be adjusted by the number of Days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if Days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time will be equitably adjusted;

(d) By District, based upon actual and necessary costs incurred by Contractor as determined by District on the basis of Contractor's records. Promptly upon determining the extent of adjustment to the Contract Price, District will notify Contractor in writing of the same; Contractor will be deemed to have accepted District's determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Contractor notifies District, in writing, not more than **FIFTEEN (15)** Days from the date of District's written notice, of any objection to District's determination. Failure of Contractor to timely notify District of Contractor's objections to District's determination of the extent of adjustment to the Contract Price will be deemed Contractor's acceptance of District's determination and a waiver of any right or basis of Contractor to thereafter protest or otherwise object to District's determination. Notwithstanding any objection of Contractor to District's determination of the extent of any adjustment to the Contract Price pursuant to this provision, Contractor must diligently proceed to perform and complete any such change.

q. **Agreement as to Change in Contract Price/ Time.** If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a Change Order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.

r. **Change Order Certification.** All Change Orders and requests for compensation and time must include the following certification by Contractor. The Parties acknowledged that if a Change Order is approved and does not include this language, that Change Order will be deemed to include this certification language:

***Contractor approves the foregoing changes as stated herein to: (i) the Work, if any; (ii) changes to the Contract Price, if any, as specified for each item; and (iii) the extension of the Contract Time for Completion of the Project. Contractor agrees to furnish all labor, materials, and service, and perform all work necessary to complete all additional work***

***specified for the consideration and time extension stated herein. Submission of sums that have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract Price shall only be effective when approved by District. It is expressly understood that the value of the extra Work or changes includes all of Contractor's costs, expenses, field overhead, home office overhead, profit, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.***

s. No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the Work, including extra work, promptly and expeditiously.

t. It shall be a breach of the Agreement if Contractor fails to execute a Change Order when Contractor agrees with the addition and/or deletion of the Work in that Change Order.

u. Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

## ARTICLE 53. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the District's choosing), indemnify and hold harmless the District, its directors, officials, officers, agents, employees, and representatives, and each of them from and against:

a. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the District or its directors, officers, employees, or authorized volunteers (including passive negligence), except the sole negligence or willful misconduct or active negligence of the District or its directors, officers, employees, or authorized volunteers.

b. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

c. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on

account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor;

d. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the District's Governing Board's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the District, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the District, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse the District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

## ARTICLE 54. RECORD ("AS BUILT") DRAWINGS

a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the Contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the Work. As-builts shall be completed monthly and reviewed by the Inspector of Record prior to approval of monthly payment application.

b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by the District Representative.

## ARTICLE 55. RESOLUTION OF CONSTRUCTION CLAIMS

Contractor shall timely comply with all notices and requests for changes to the Contract Time or Contract Price, including but not limited to all requirements of Article 53, Changes and Extra Work, as a prerequisite to filing any claim governed by this Section. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Price or Contract Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

a. **Intent.** Effective January 1, 1991, section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement sections 20104 et seq. and section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

b. **Claims.** For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with Article 53 "Changes and Extra Work" has been denied by the District, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the District. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained in Article 53, Changes and Extra Work, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the District and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

c. **Supporting Documentation.** The Contractor shall submit all claims in the following format:

1. Summary of claim merit and price, and Contract clause pursuant to which the claim is made.

2. List of documents relating to claim

   (a) Specifications
   (b) Drawings
   (c) Clarifications (Requests for Information)
   (d) Schedules
   (e) Other

3. Chronology of events and correspondence

4. Analysis of claim merit

5. Analysis of claim cost

6. Analysis of time impact analysis in CPM format

7. If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

8. Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq*..

d. **District's Response.** Upon receipt of a claim pursuant to this Section, District shall conduct a reasonable review of the claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 Days after the District issues its written statement.

1. If the District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the District's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three Days following the next duly publicly noticed meeting of the District's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

2. Within 30 Days of receipt of a claim, the District may request in writing additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of District and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the Contractor within 30 Days (if the claim is less than $15,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

e. **Meet and Confer.** If the Contractor disputes the District's written response, or the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within 15 Days of receipt of the District's response or within 15 Days of the District's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the District shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

f. **Mediation.** Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the claim that remains

in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 Days after the District issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

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

3. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

g. **Procedures After Mediation.** If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

h. **Civil Actions.** The following procedures are established for all civil actions filed to resolve claims of $375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

i. **Government Code Claims.** In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code sections 900, et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against the District may be filed. **A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.**

j. **Non-Waiver.** The District's failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety.

## ARTICLE 56. DISTRICT'S RIGHT TO TERMINATE CONTRACT

a. **Termination for Cause:** The District may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete the Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the Work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of the District; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory

arrangements (acceptable to the District) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The District may take over and complete the Work by any method it may deem appropriate. Contractor and its surety shall be liable to the District for any excess costs or other damages incurred by the District to complete the Project. If the District takes over the Work, the District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project Site.

b. **Termination For Convenience:** The District may terminate performance of the Work in whole or, in part, if the District determines that a termination is in the District's interest.

The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by the District, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

1. Stop Work as specified in the Notice.

2. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.

3. Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.

4. Terminate all subcontracts to the extent that they relate to the portions of the Work terminated.

5. Place no further subcontracts or orders, except as necessary to complete the remaining portion of the Work.

6. Submit to the District, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the District no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the District's Termination for Convenience."

7. These provisions are in addition to and not in limitation of any other rights or remedies available to the District.

c. **Reimbursement When Terminated.** In the event that the District exercises its right to terminate this Contract pursuant to this clause, the District shall pay the Contractor, upon the Contractor's submission of the documentation required by this clause and other applicable provisions of the Contract Documents, the following amounts:

1. All actual reimbursable costs incurred according to the provisions of this Contract.

2. A reasonable allowance for profit on the cost of the Work performed, provided Contractor establishes to the satisfaction of the District's Representative that it is reasonably probable that Contractor would have made a profit had the Contract been completed and provided further, that the profit allowed shall in no event exceed fifteen (15%) percent of the costs.

3. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Article.

4. The District may withhold sums authorized under the Contract Documents, including any damages incurred by the District in the event of a termination for cause, including additional costs to the District to hire another contractor to complete the Contractor.

d. Termination of the Contract shall not relieve Surety of its obligation for any just claims arising out of or relating to the Work performed.

e. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the District may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the District or the Contract is terminated.

f. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the Contract under this Article.

g. **Emergency Termination of Public Contracts Act of 1949**

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

(a) Section 4410 of the Government Code states:

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

contractor may, by written agreement, terminate said contract.

(b) Section 4411 of the Government Code states:

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

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

## ARTICLE 57. DISTRICT RIGHT TO SUSPEND

a. **Suspension of Work**

1. District may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as District may determine. When the District resumes the Project, the Parties will attempt to negotiate an adjustment in the Contract Price for increases or decreases in the cost of performance of the Project caused by suspense, delay or interruption. If the Parties cannot agree on an adjusted Contract Price, the District may terminate the Contract as permitted herein.

2. In the event the District shall order suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the District; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the schedule of values submitted by the Contractor pursuant to the Contract Documents. In the event of the District's suspension of the Work, the Contract Time shall be equitably adjusted.

b. **Scope Reduction.** In cases of suspension, partial or complete termination, or at the discretion of the District, the District reserves the right to unilaterally approve a deductive Change Order to reduce scope of work or perform work with other forces or its own forces.

## ARTICLE 58. WARRANTY AND GUARANTEE

a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.

b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for **one year**.

c. The Contractor shall remedy at its expense any damage to District-owned or controlled real or personal property.

d. Contractor shall furnish the District with all warranty and guarantee documents prior to final Acceptance of the Project by the District.

e. The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the District shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.

f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the District may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:

    1. Obtain for District all warranties that would be given in normal commercial practice;

    2. Require all warranties to be executed, in writing, for the benefit of the District; and

    3. Enforce all warranties for the benefit of the District, unless otherwise directed in writing by the District.

This Article shall not limit the District's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The District specifically reserves all rights related to defective Work, including but not limited to the defect claims pursuant to California Code of Civil Procedure section 337.15.

## ARTICLE 59. COMPLETION OF THE WORK

a. The Project may only be accepted by action of the governing board of the District.

b. District shall accept the Project and may have a Notice of Completion recorded when Project Completion has been achieved in accordance with the Contract Documents and to

the satisfaction of District. For purposes of the payment of retention, Completion is defined in Public Contract Code section 7107. For purposes of the timely filing of Stop Payment Notices, Completion is defined in California Civil Code section 9200, et seq.

c. There is no "*substantial completion*" for this Project. Even so, the District, at its sole option, may accept the Project and record a Notice of Completion when Project Completion has been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within thirty-five (35) days after the date of the District's acceptance of the Project, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

d. At the end of the thirty-five (35) day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Contract Price, and/or District's right to perform the Work of the Contractor.

## ARTICLE 60. CLOSEOUT PROCEDURES

Electronic copies of all closeout requirements shall be submitted to the District in PDF format.

a. **Punch List.** Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

b. **Closeout Requirements**

1. Utility Connections. Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

2. As-Built Drawings

(a) In addition to its requirement to provide monthly As-Built Drawings to the District, the Contractor shall provide a final set of As-Built Drawings, sometimes referred to as "Record Drawings," showing all of the Work as actually constructed upon Completion of the Project as indicated in the Specifications.

(b) Contractor is liable and responsible for any and all inaccuracies in the As-Built Drawings, even if inaccuracies become evident at a future date.

(c) Upon Completion of the Work and as a condition precedent to approval of final payment, Contractor shall obtain the Inspector's approval of the final set of As-Built Drawings.

3. Operations & Maintenance Manuals. Contractor shall prepare one (1) hard copy to be kept at project site and one (1) electronic copy for the district office of all operation and maintenance manuals and date as indicated in the Specifications.

4. Closeout Documentation. Contractor shall provide all Closeout Documentation, which shall include the following, without limitation:

(a) A full set of final As-Built Drawings, must be provided in electronic format, as further defined herein.

(b) All Operations & Maintenance Manuals and information, must be provided in electronic format as further defined herein, along with one hard copy to be kept at the project site.

(c) All Warranties, must be provided in electronic format, as further defined herein.

(d) Verified report(s) for all scope(s) of work (DSA 6-C, Rev 03/22/13, or more recent revision if available).

c. **Final Inspection**

1. Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of Contractor's superintendent and project manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect and Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

2. Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the District its final payment application.

3. Final Inspection Requirements

(a) Before calling for final inspection, Contractor shall determine that the following have been performed:

i. The Work has been completed.

ii. All life safety items are completed and in working order.

iii. Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.

iv. Electrical circuits scheduled in panels and disconnect switches labeled.

v. Painting and special finishes complete.

vi. Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

vii. Tops and bottoms of doors sealed.

viii. Floors waxed and polished as specified.

ix. Broken glass replaced and glass cleaned.

x. Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.

xi. Work cleaned, free of stains, scratches, and other foreign matter, of damaged and broken material replaced.

xii. Finished and decorative work shall have marks, dirt, and superfluous labels removed.

xiii. Final cleanup, as provided herein.

d. **Costs of Multiple Inspections.** More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

e. **Partial Occupancy or Use Prior to Completion**

1. **District's Rights to Occupancy.** The District may occupy or use any completed or partially completed portion of the Work at any stage. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. The District and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. Any dispute as to responsibilities shall be resolved pursuant to the Claims provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

2. **Inspection Prior to Occupancy or Use.** Immediately prior to partial occupancy or use, the District, the Contractor, and the Architect shall jointly inspect the area to be

occupied or portion of the Work to be used in order to determine and record the condition of the Work.

f. **No Waiver.** Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or acceptance of the Work not complying with the requirements of the Contract Documents.

## ARTICLE 61. DOCUMENT RETENTION & EXAMINATION

a. In accordance with Government Code section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.

b. Contractor shall make available to the District any of the Contractor's other documents related to the Project immediately upon request of the District.

c. In addition to the State Auditor rights above, the District shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the District, for a period of four (4) years after final payment.

## ARTICLE 62. REQUIRED CERTIFICATIONS

Contractor shall, for all contracts involving state funds, submit a "Drug-Free Workplace Certification" and a "Recycled Content Certification." These forms are included in the Contract Documents and must be signed under the penalty of perjury and dated prior to commencing Work on this Project.

In addition to the above listed certifications, Contractor shall, for all contracts involving state funds, execute and submit an "Asbestos-Free Materials Certification." Contractor, further, is aware of the following:

a. Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:

1. Decontamination and removal of Work found to contain asbestos or Work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).

2. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

3. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.

4. The Work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.

b. If removal of asbestos containing materials is part of the Project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.

c. Hold Harmless: Interface of Work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Contract, the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Governing Board, employees, agents, representatives, including its architect and assigns, for all asbestos liability which may be associated with this Work. The Contractor further agrees to instruct his/her employees with respect to the above-mentioned standards, hazards, risk and liabilities.

## ARTICLE 63. SEPARATE CONTRACTS

a. The District reserves the right to let other contracts in connection with this Work or on the Project Site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.

b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect Work already in place and shall at once report to the District Representative any problems with the Work in place or discrepancies with the Contract Documents.

c. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the District in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at the site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the District Representative shall decide which contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The District shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project Site.

## ARTICLE 64. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to District shall be addressed to the District as designated in the Notice Inviting Bids unless District designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

## ARTICLE 65. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code section 9201, the District shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

## ARTICLE 66. STATE LICENSE BOARD NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

## ARTICLE 67. INTEGRATION

a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of the District and Contractor.

## ARTICLE 68. ASSIGNMENT

Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of the District. Any assignment without the written consent of the District shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

## ARTICLE 69. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the District in order that proper steps may be taken to have the change reflected on the Contract.

## ARTICLE 70. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the District makes final payment to the Contractor, without further acknowledgment by the parties.

## ARTICLE 71. CONTROLLING LAW

Notwithstanding any subcontract or other contract with any subcontractor, supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

## ARTICLE 72. PROHIBITED INTERESTS

No District official or representative who is authorized in such capacity and on behalf of the District to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

## ARTICLE 73. JURISDICTION; VENUE

Contractor and any subcontractor, supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of Fresno County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

## ARTICLE 74. LAWS AND REGULATIONS

a. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of Work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, it shall promptly notify the District Representative in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in Work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the District Representative, it shall bear all costs arising therefrom.

b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA regulations.

## ARTICLE 75. PATENT FEES OR ROYALTIES.

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with the Work, and shall defend, indemnify and hold harmless the District, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

## ARTICLE 76. OWNERSHIP OF DRAWING

All Contract Documents furnished by the District are District property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the District on request at completion of the Work.

## ARTICLE 77. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

## ARTICLE 78. COMPLIANCE WITH DTSC GUIDELINES—IMPORTED SOILS

If the Project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the applicable Regional Water Quality Control Board resolutions, rules, orders, policies and when applicable, with the guidelines of the Department of Toxic Substances Control ("DTSC").

## ARTICLE 79. CONSTRUCTION MANAGER

a. Construction Manager will administer the Project and Contract Documents on District's behalf. After execution of the Agreement, and all other documents required by the Contract Documents after the issuance of a Notice of Award, and District's issuance of a Notice to Proceed, all correspondence and/or instructions from Contractor and/or District will be forwarded through Construction Manager. Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which all remain Contractor's responsibility.

b. Construction Manager, however, has the authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by District, Architect, and/or Inspector. Construction Manager also has the authority to require special inspection or testing of any portion of the Work (to the extent applicable), whether it has been fabricated, installed, or fully completed. Any decision made by Construction Manager, in good faith, will not give rise to any duty or responsibility of Construction Manager to Contractor, any

Subcontractor, their agents, employees, or other persons performing any of the Work. Construction Manager will have free access to all parts of Work at any time.

c. If District does not use a Construction Manager on this Project, all references to Construction Manager will be read as referring to District.

## ARTICLE 80. DISTRICT'S INSPECTOR

a. One or more Inspector(s), including special inspectors, as required, may be assigned to the Work by District, in accordance with requirements of Title 24, Part 1, of the California Code of Regulations (to the extent applicable), to enforce the building code and monitor compliance with the Drawings and Specifications for the Project.

b. The Inspector's duties are specifically defined in the California Code of Regulations. Inspector shall have access to all plant operations involving Work under this Contract and shall be provided reasonable advance notice of the time and place of operations which the Inspector desires to observe. Inspector shall be provided with all necessary samples of materials and Work for testing purposes. All Work shall be under the observation of Inspector. Inspector shall have free access to any or all parts of Work at any time. Contractor shall provide safe and proper facilities for such access. Contractor shall furnish Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting progress and manner of work and character of materials. Inspection of Work shall not relieve Contractor from any obligation to fulfill this Contract. Inspector, after consultation with the District's Representative, shall have authority to stop Work whenever the provisions of the Contract Documents are not being complied with and Contractor shall instruct its employees accordingly. Inspector shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

c. If Contractor and/or any Subcontractor requests that Inspector(s) perform any inspection off-Site, that inspection will only be performed, with District's consent, and with Inspector(s)' written agreement, and at Contractor's sole expense.

d. Inspector does not have authority to interpret the Contract Documents or to modify the Work depicted in the Contract Documents. No Work inconsistent with the Contract Documents will be performed solely on the basis of the direction of Inspector, and Contractor will be liable to District for the consequences of all such work.

## ARTICLE 81. INSPECTOR'S FIELD OFFICE

a. the Contractor shall be responsible for providing the inspector's field office. The office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Office shall have two separate offices furnished with desks and chairs. Door shall have a key-type lock or padlock hasp. The inspector's field office shall have heating and air-conditioning.

b. a table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, and adequate heat and air conditioning for the field office until authorized removal.

c. The provisions of this section are intended to be complementary to any requirements provided elsewhere in these Contract Documents, however in the event of conflicts between this section and other provisions of these Contract Documents, this section shall prevail.

The California Energy Code Section 10-103 requires Acceptance Testing on all newly installed lighting control, Mechanical Systems, Envelopes, and process equipment after installation and before project completion. An Acceptance Test is a functional performance test to help ensure that newly installed equipment is operating and in compliance with the Energy Code.

Lighting Controls acceptances tests must be performed by a certified lighting controls Acceptance Test Technician (ATT).

Mechanical System acceptance tests must be performed by a certified mechanical ATT for projects submitted on or after October 1, 2021.

Envelope and process equipment acceptance tests shall be performed by the installing contractor, engineer/architect of record or the owner's agent.

A listing of certified ATT can be found at: https://www.energy.ca.gov/programs-and-topics/programs/acceptance-test-technician-certification-provider-program/acceptance.

The Acceptance Testing procedures must be repeated, and deficiencies must be corrected by the builder or installing contractor until the construction/installation of the specified systems conform and pass the required acceptance criteria.

Project inspector will collect the forms to confirm that the required Acceptance Tests have been completed

| N1 | California Energy Code |
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NOTE:
New buildings shall be provided with Emergency Responder Radio Coverage in accordance with California Fire Code Section 510. The project architect (AOR) shall contact the local fire department and/or emergency communications authority to obtain design, equipment specifications, testing and acceptance criteria. Plans and requested documentaion shall be submitted to the local authority having jurisdiction for review and approval. Upon completion, copies of the approved plan, equipment data sheets, testing and acceptance documentaion shall be provided to the school district.

## GENERAL INFORMATION


| | |
|---|---|
| G000 | COVER SHEET |
| G101 | REGULATORY SITE PLAN |
| G101.1 | REGULATORY SITE PLAN - Add Alternate 2 |
| G101.2 | REGULATORY SITE PLAN - Add Alternate 3 |
| G101.3 | REGULATORY SITE PLAN - Add Alternate 4 |
| G101.4 | REGULATORY SITE PLAN - Add Alternate 5 |


## CIVIL


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| SD/C000 | COVER SHEET |
| SD/C100 | TOPOGRAPHIC SURVEY LEGEND |
| SD/C101 | TOPOGRAPHIC SURVEY |
| SD/C102 | TOPOGRAPHIC SURVEY |
| SD/C201 | DEMOLITION PLAN |
| SD/C202 | DEMOLITION PLAN |
| SD/C301 | SITE PLAN |
| SD/C302 | SITE PLAN |
| SD/C303 | BID ALT SITE PLANS |
| SD/C304 | TRACK STRIPING PLAN |
| SD/C401 | HORIZONTAL CONTROL PLAN |
| SD/C402 | HORIZONTAL CONTROL PLAN |
| SD/C403 | BID ALT HORIZONTAL CONTROL PLAN |
| SD/C404 | HORIZONTAL CONTROL LEGEND |
| SD/C501 | GRADING AND DRAINAGE PLAN |
| SD/C502 | GRADING AND DRAINAGE PLAN |
| SD/C503 | BID ALT GRADING & DRAINAGE PLAN |
| SD/C601 | UTILITY PLAN |
| SD/C602 | UTILITY PLAN |
| SD/X101 | SITE DETAILS |
| SD/X201 | ULTILITY DETAILS |
| SD/X202 | ULTILITY DETAILS |
| SD/X301 | ADA DETAILS |
| SD/X401 | FENCE DETAILS |
| SD/X402 | CHAINLINK FENCE DETAILS |
| SD/X501 | ATHLETIC DETAILS |


## LANDSCAPE


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|---|---|
| SD/L101 | IRRIGATION PLAN |
| SD/L102 | IRRIGATION PLAN |
| SD/L103 | BID ALT 02 - IRRIGATION PLAN |
| SD/L104 | BID ALT 03 - IRRIGATION PLAN |
| SD/L105 | BID ALT 04 - IRRIGATION PLAN |
| SD/L106 | BID ALT 05 - IRRIGATION PLAN |
| SD/L107 | IRRIGATION DETAILS |
| SD/L108 | IRRIGATION DETAILS |
| SD/L201 | PLANTING PLAN |
| SD/L202 | PLANTING PLAN |
| SD/L203 | BID ALT 02 - PLANTING PLAN |
| SD/L204 | BID ALT 03 - PLANTING PLAN |
| SD/L205 | BID ALT 04 - PLANTING PLAN |
| SD/L206 | BID ALT 05 - PLANTING PLAN |
| SD/L207 | PLANTING DETAILS |


## ARCHITECTURAL

### SITE DEVELOPMENT


| | |
|---|---|
| SD/A101 | OVERALL SITE PLAN |
| SD/A102 | PARTIAL SITE PLAN - SECTION 1C |
| SD/A102.1 | PARTIAL SITE PLAN - SECTION 1C - Add Alternate 3 |
| SD/A103 | PARTIAL SITE PLAN - SECTION 1D |
| SD/A103.1 | PARTIAL SITE PLAN - SECTION 1D - Add Alternate 2 |
| SD/A103.2 | PARTIAL SITE PLAN - SECTION 1C/1D - Add Alternate 4 |
| SD/A104 | PARTIAL SITE PLAN - SECTION 2C |
| SD/A105 | PARTIAL SITE PLAN - SECTION 2D |
| SD/A105.1 | PARTIAL SITE PLAN - SECTION 2C/2C - Add Alternate 5 |
| SD/A200 | SITE DETAILS |
| SD/A200.1 | SITE DETAILS - ADD ALTERNATE 5 |
| SD/A201 | TRACK AND FIELD CONCEPT COLOR PLAN - Add Alternate 6 |


### TYPICAL INFORMATION


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|---|---|
| X/A101 | WALL ASSEMBLIES |
| X/A201 | INTERIOR AND EXTERIOR FINISH SCHEDULES |
| X/A301 | CASEWORK DETAILS |
| X/A302 | CASEWORK DETAILS |
| X/A401 | OPENING SCHEDULES, FRAME ELEVATIONS |
| X/A402 | OPENING DETAILS - DOORS AND WINDOWS |
| X/A403 | OPENING DETAILS - DOORS AND WINDOWS |
| X/A501 | EXTERIOR DETAILS - TYPICAL |
| X/A502 | EXTERIOR DETAILS - TYPICAL |
| X/A503 | EXTERIOR DETAILS |


## ARCHITECTURAL (CONT.)

### TYPICAL INFORMATION


| | |
|---|---|
| X/A504 | EXTERIOR DETAILS- ROOF ACCESSORIES AND PENETRATIONS |
| X/A505 | EXTERIOR DETAILS- ROOF ACCESSORIES AND PENETRATIONS |
| X/A506 | EXTERIOR DETAILS - STANDING SEAM AND BOX RIB |
| X/A507 | EXTERIOR DETAILS - CANOPY |
| X/A508 | EXTERIOR DETAILS - CANOPY |
| X/A601 | INTERIOR DETAILS |
| X/A602 | INTERIOR DETAILS |


### BUILDING A


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|---|---|
| A101 | FLOOR PLAN |
| A102 | ENLARGED PLANS |
| A201 | REFLECTED CEILING PLAN |
| A301 | ROOF PLAN |
| A302 | ROOF PLAN - ENLARGED CANOPY |
| A401 | EXTERIOR ELEVATIONS |
| A402 | EXTERIOR ELEVATIONS |
| A501 | BUILDING SECTIONS |
| A502 | BUILDING SECTIONS |
| A601 | INTERIOR ELEVATIONS - ROOMS 101 - 106 |
| A602 | INTERIOR ELEVATIONS - ROOMS 107-114 |
| A603 | INTERIOR ELEVATIONS - ROOMS 115 - 118 |
| A701 | SIGNAGE PLAN AND SCHEDULE |
| A801 | INTERIOR DESIGN - FLOOR PATTERN PLAN AND ACCENT PAINT PLAN |
| A802 | INTERIOR DESIGN - ELEVATIONS |


## STRUCTURAL


| | |
|---|---|
| X/S101 | TYPICAL PROJECT NOTES AND DETAILS |
| X/S102 | TYPICAL CONCRETE NOTES AND DETAILS |
| X/S103 | TYPICAL CONCRETE NOTES AND DETAILS |
| X/S104 | TYPICAL STEEL NOTES AND DETAILS |
| X/S105 | TYPICAL TIMBER NOTES AND DETAILS |
| X/S106 | TYPICAL TIMBER NOTES AND DETAILS |
| X/S107 | TYPICAL I-JOIST NOTES AND DETAILS |
| S201 | FOUNDATION PLAN |
| S301 | ROOF FRAMING PLAN |
| S302 | CEILING AND CANOPY FRAMING PLAN |
| S401 | ELEVATIONS |
| S402 | ELEVATIONS |
| S403 | SECTIONS |
| S501 | FOUNDATION DETAILS |
| S601 | DETAILS |
| S602 | DETAILS |
| S603 | DETAILS |


## MECHANICAL


| | |
|---|---|
| A/M101 | MECHANICAL FLOOR PLAN |
| A/M201 | MECHANICAL ROOF PLAN |
| X/M101 | MECHANICAL DETAILS |
| X/M102 | MECHANICAL DETAILS |
| X/M201 | MECHANICAL SCHEDULES |
| X/M301 | TITLE 24 REPORT |
| X/M302 | TITLE 24 REPORT |
| X/M303 | TITLE 24 REPORT |


## PLUMBING


| | |
|---|---|
| SD/P100 | OVERALL PLUMBING SITE PLAN |
| SD/P101 | ENLARGED PLUMBING SITE PLAN |
| X/P101 | PLUMBING NOTES SCHEDULES AND LEGENDS |
| X/P201 | PLUMBING DETAILS |
| X/P202 | PLUMBING DETAILS |
| X/P203 | PLUMBING DETAILS |
| X/P204 | FIRESTOPPING DETAILS |
| X/P205 | PLUMBING DETAILS |
| X/P206 | PLUMBING SEISMIC BRACING |
| X/P207 | PLUMBING DETAILS |
| X/P208 | PLUMBING DETAILS |
| X/P301 | PLUMBING SCHEDULES |
| X/P302 | PLUMBING SCHEDULES |
| X/P401 | PLUMBING CALCULATIONS |
| A/P101 | PLUMBING PLAN - UNDERGROUND |
| A/P102 | PLUMBING PLAN - ABOVE FLOOR |
| A/P103 | PLUMBING ROOF PLAN |


## ELECTRICAL


| | |
|---|---|
| X/E101 | ELECTRICAL SYMBOLS LEGEND AND GENERAL NOTES |
| X/E201 | ELECTRICAL SINGLE LINE DIAGRAM |
| X/E202 | PANEL SCHEDULES |
| X/E301 | LIGHTING SCHEDULE & CONTROLS DIAGRAM |
| X/E401 | ELECTRICAL DETAILS |
| X/E402 | ELECTRICAL DETAILS |
| X/E403 | ELECTRICAL DETAILS |
| X/E501 | INTERIOR TITLE 24 ENERGY COMPLIANCE DOCUMENTATION |
| X/E502 | EXTERIOR TITLE 24 ENERGY COMPLIANCE DOCUMENTATION |
| X/E503 | SOLAR & BATTERY TITLE 24 ELECT.COMPLIANCE FORMS |
| X/E504 | POWER SYSTEMS TITLE 24 ELECT. COMPLIANCE FORMS |
| X/E505 | SIGN TITLE 24 ENERGY COMPLIANCE DOCUMENTATION |
| SD/E100 | PARTIAL CAMPUS ELECTRICAL SITE PLAN |
| SD/E101 | ENLARGED ELECTRICAL SITE PLAN - LIGHTING |
| SD/E102 | ENLARGED ELECTRICAL SITE PLAN - POWER / TELECOM |
| A/E101 | LIGHTING FLOOR PLAN |
| A/E201 | POWER FLOOR PLAN |
| A/E301 | ELECTRICAL ROOF PLAN |
| A/E302 | ELECTRICAL ROOF PLAN DETAILS |
| A/E401 | FIRE ALARM FLOOR PLAN |
| A/E501 | FIRE ALARM RISER DIAGRAM AND CALCULATIONS |
| A/E502 | FIRE ALARM DETAILS |


## TELECOMMUNICATIONS


| | |
|---|---|
| X/T101 | TELECOMMUNICATIONS SYMBOLS LEGEND AND GENERAL NOTES |
| X/T201 | TELECOMMUNICATIONS RISER DIAGRAM |
| X/T301 | TELECOMMUNICATIONS DETAILS |
| X/T302 | TELECOMMUNICATIONS DETAILS |
| A/T101 | TELECOMMUNICATIONS FLOOR PLAN |


## SCOREBOARD - (PC # 04-122317)


| | |
|---|---|
| SB0.1 | COVER SHEET |
| SB0.2 | STURCTURAL NOTES |
| SB0.3 | EXAMPLE DSA 103 - TESTING AND INSPECTIONS |
| SB2.2 | TWO COLUMNS CAISSON - BOLTED |
| SB5.1 | ATTACHMENT DETAILS |
| SB5.2 | OPTIONAL SCOREBOARD FEATURE ATTACHMENT DETAILS |
| SB5.4 | DECORATIVE ALUMINUM TRUSS ATTACHMENT DETAILS AND 10MM VIDEO BOARD |


SCOREBOARD NOTE:
The Pre-Approved Scoreboard Drawings Form the Basis of Design for the Scoreboard. Substitutions Shall be DSA Pre-Approved or Supplier Must Submit Drawings and Calculations to DSA for Approval.

## BLEACHERS - DEFERRED SUBMITTAL


| | |
|---|---|
| BL/001 | BLEACHERS - DEFERRED SUBMITTAL |
| BL/002 | BLEACHERS - DEFERRED SUBMITTAL |


**STATEMENT OF GENERAL CONFORMANCE**

Application No.: 02-122242

File No.: 10-C3

The drawings identified as follows:

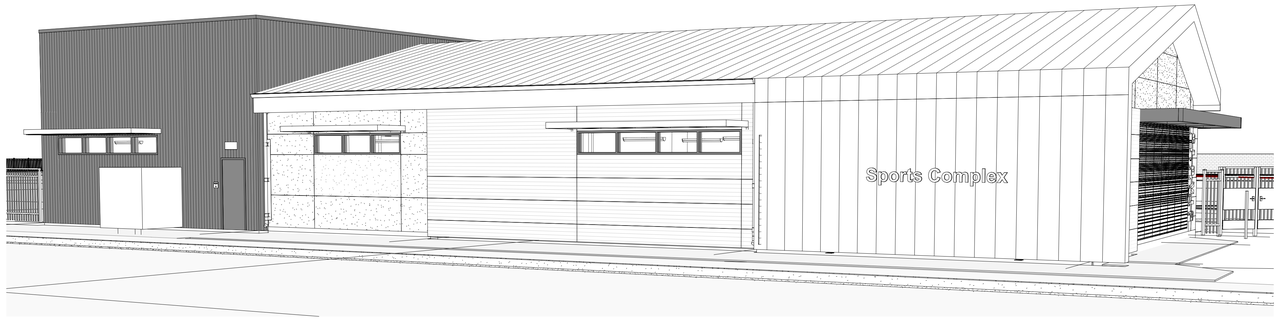
[X] All drawing sheets included in this set not bearing my stamp and signature.
[ ] Drawing sheets denoted in the sheet index as follows: _____
[ ] Drawing sheets included under the following PC approval(s): _____

have been prepared by other design professionals or consultants who are licensed and authorized to prepare such drawings (plans) in this state. They have been examined by me for:

1) Design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications prepared by me, and
2) Coordination with my drawings (plans) and specifications and are acceptable for incorporation into the construction of this project.

Per Title 24, Part 1, Section 4-316(b): This Statement of General Conformance shall not be construed as relieving me of my rights, duties, and responsibilities under Sections 17302 and 81138 of the Education Code and Sections 4-336, 4-341 and 4-344 of Title 24, Part 1.

| Signature | | Date |
|---|---|---|
| ANTONIO J. AVILA | C26235 | 10-31-25 |
| Printed Name | License Number | Expiration Date |




TOTAL SHEETS: 169

| N14 | Vicinity Map |
|---|---|

**All work shall be performed in accordance with current applicable codes and standards including, but not limited to, the following:**

California Code of Regulations (CCR)
CCR-T5: Title 5-Education
CCR-T8: Title 8-Industrial Safety
CCR-T19: Title 19-Public Safety
CCR-Title 24:

**Building Codes and Standards:**

2022 California Building Standards Administrative Code (Part 1, Title 24, CCR)

2022 California Building Code, Volumes 1 and 2 (Part 2, Title 24, CCR)

2022 California Electrical Code (Part 3, Title 24, CCR)

2022 California Mechanical Code (Part 4, Title 24, CCR)

2022 California Plumbing Code (Part 5, Title 24, CCR)

2022 California Energy Code (Part 6, Title 24, CCR)

2022 California Elevator Safety Construction Code (Part 7, Title 24, CCR)

2022 California Fire Code, Part 9, Title 24, CCR)

2022 California Referenced Standards Code (Part 12, Title 24, CCR)

2022 California Green Building Standards Code

NFPA 13, 2022 Edition, The Installation of Automatic Sprinkler Systems

NFPA 14, 2019 Edition, Installation of Standpipe

NFPA 24, 2022 Edition, Installation of Private Fire Service Mains and their Appurtenances

NFPA 72, 2022 Edition, National Fire Alarm Code

**Division of the State Architect (DSA):**
SSS: Structural Safety Section
ACS: Access Compliance Section
FLS: Fire Life Safety
Interpretation of Regulation Manual

The Campus is Not in a Wildland Urban Interface area.

| J14 | Applicable Codes |
|---|---|

**Notes:**

1. The Contractor Shall Be Responsible For The Preparation and Submittal Of The Deferred Approval Items To The Division Of The State Architect (DSA) For Review and Approval Prior To The Installation. The Submittal Shall Comply With The Requirements Of Specification Section 013300: Submittals.
2. Fabrication and Installation of Deferred Approval items shall not be started until Contractor's drawing, specifications, and engineering calculations for the actual system(s) to be installed have been reviewed by the Architect and/or the Structural Engineer, and approved by the DSA.
3. Bleacher deferred submittall shall be registered with the Division of the State Architect 6-weeks in advance of submittal date in compliance with DSA Procedure PR-17-03

| Description of Deferred Item |
|---|
| . Bleachers |
| . Photovoltaic System Supports and Connections |
| . |

| G14 | Deferred Approval |
|---|---|

1. All work shall conform to 2022 Title 24, California Code of Regulations (CCR).
2. Changes to the approved drawings and specifications shall be made by an addendum or a construction changed document (CCD) approved by the Division of the State Architect, as required by Section 4-338, Part 1, Title 24, CCR.
3. A "DSA Certified Class 2" project inspector employed by the District (Owner) and approved by the DSA shall provide continuous inspection of the work. The duties of the inspector are defined in Section 4-342, Part 1, Title 24, CCR.
4. A DSA accepted testing laboratory directly employed by the District (Owner) shall conduct all the required tests and inspections for the project.
5. The intent of these drawings and specifications is that the work of the alteration, rehabilitation or reconstruction is to be in accordance with Title 24, CCR. Should any existing conditions such as deterioration or non-complying construction be discovered which is not covered by the contract documents wherein the finished work will not comply with Title 24, CCR, a construction change document (CCD), or a separate set of plans and specifications, detailing and specifying the required work shall be submitted to and approved by DSA before proceeding with the work. (Section 4-317(c), Part 1, Title 24, CCR)
6. Grading plans, drainage improvements, road and access requirements and environmental health considerations shall comply with all local ordinances.
7. Contractor shall comply with CFC Ch 33 – Fire Safety During Construction and Demolition.
8. No demolition work shall occur until plans have been approved by the Division of State Architect
9. Substitution of products or construction processes which affect the structural safety, fire, and life-safety, or accessibility of this project shall be submitted to DSA for review and approval as an addendum or construction chance document.
10. Substitution of Products or Construction Processes which affect the Structural Safety, Fire and Life Safety, or Accessibility of this project shall be submitted to DSA for review and approval as an Addendum or Construction Change Document.

| C14 | California Code of Regulations (CCR) |
|---|---|

Scope of Work:
New Team Room/Restroom Building. Includes locker rooms with team restrooms and showers, athletic training room, coaches offices, separate guest restrooms. Sitework Includes Addition Of Sports Fields. Home bleachers with Press Box.

| B14 | Project Description |
|---|---|

DSA File No.:
*10-C3*

DSA Application No.:
*02-122242*

Agency Approval

OWNER
State Center Community College District
1171 Fulton St
Fresno, CA 93721

ELECTRICAL
Thoma Electric, Inc.
3662 Empleo St.
San Luis Obispo, CA 93406
T (805) 543-3500
F (805) 543-3829

MECHANICAL
Lawrence Engineering Group
7084 N Maple Ave Ste 101
Fresno, CA 93720
(559) 431-0101

CIVIL
Blair, Church & Flynn
451 Clovis Ave, Ste 200
Clovis, CA 93612
T (559) 325-1400
F (559) 326-1500

STRUCTURAL
Brooks Ransom Associates
7415 N Palm Ave Ste 100
Fresno, CA 93711
T (559) 449-8444
F (559) 449-8404

ARCHITECTURAL
Darden Architects, Inc.
6790 N. West Avenue
Fresno, CA 93711
T (559) 448-8051
F (559) 446-1765

# CCC Sports Complex
## State Center Community College District
Fresno, CA 93730

Darden Project Number: *2175*

Date: *12/07/2023*

Clovis Community College

Project Information

darden architects
ARCHITECTURE PLANNING INTERIORS
www.dardenarchitects.com
6790 N. West Ave. • Fresno, CA 93711 • T. 559.448.8051

LICENSED ARCHITECT ANTONIO J. AVILA No. C26235 REG. 10-31-25 STATE OF CALIFORNIA

Architect

| No. | Revision/Submission | Date |
|---|---|---|
| 01 | Addendum 01 | 4/01/2025 |
| | | |
| | | |
| | | |
| | | |

Revision

Copyright 2024 Darden Architects

*G000*

Sheet: _____ of: _____

AD01-AX01

4/4/2025 2:51:30 PM
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darden architects, inc.
ARCHITECTURE ▪ PLANNING ▪ INTERIORS

# STATE CENTER COMMUNITY COLLEGE DISTRICT SPORTS COMPLEX

## GRADING AND DRAINAGE PLANS & DETAILS

10309 N WILLOW AVE
FRESNO, CA 93730

### FMFCD NOTES:

*1. ALL STORM DRAIN WORK AT THE CONNECTION TO THE FMFCD SYSTEM SHALL BE DONE IN ACCORDANCE WITH FMFCD STANDARD PLANS AND SPECIFICATIONS DATED APRIL 1, 2011 AND REVISIONS THEREOF.*

*2. THE CONTRACTOR SHALL NOTIFY THE FMFCD CONSTRUCTION MANAGER AT (559)456-3292 FORTY EIGHT (48) HOURS PRIOR TO CONSTRUCTION RELATING TO OR CONNECTING TO ANY STORM DRAIN FACILITY, AND/OR COMMENCING WORK AROUND EXISTING FMFCD STORM DRAIN FACILITIES.*

### SPECIAL NOTES:

*ANY REVISIONS OR CONFLICTS TO THESE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO DOING ANY WORK*

*CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY, AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.*

*WHERE UNDERGROUND AND SURFACE STRUCTURES ARE SHOWN ON PLAN, THE LOCATIONS, DEPTH, AND DIMENSIONS OF STRUCTURES ARE BELIEVED TO BE REASONABLY CORRECT, BUT ARE NOT GUARANTEED. SUCH STRUCTURES ARE SHOWN FOR THE INFORMATION OF THE CONTRACTOR, BUT INFORMATION SO GIVEN IS NOTE TO BE CONSTRUED AS A REPRESENTATION THAT SUCH STRUCTURES WILL, IN ALL CASES, BE FOUND WHERE SHOWN, OR THAT THEY REPRESENT ALL STRUCTURES WHICH MAY BE ENCOUNTERED.*

*CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTORS WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT TO E LIMITED TO NORMAL WORKING HOURS.*

### SURVEY NOTE:

*THIS TOPOGRAPHIC SURVEY LOCATES SPECIFIC PHYSICAL FEATURES OF THE SITE AND THEIR ELEVATION AS DETERMINED NECESSARY BY THE PROJECT ENGINEER. IT IS NOT A COMPLETE TOPOGRAPHIC SURVEY OF THE SITE. THE INFORMATION SHOWN REFLECTS THE DATA OBTAINED BY FIELD SURVEY CONDUCTED ON SEPTEMBER 20, 2023.*

### SITE BENCHMARK:

*CHISELED SQUARE IN THE MAIDEN ISLAND OF EAST BEHYMER AVENUE APPROXIMATELY 230+/- FEET WEST OF THE INTERSECTION OF THE NORTH-SOUTH ACCESS ROAD AND EAST BEHYMER AVENUE*

*ELEV.= 378.25 U.S.G.S. DATUM*

### CITY BENCHMARK:

*BRASS CAP ON CURB, WEST RETURN, SOUTHWEST CORNER OF WILLOW AND BEHYMER AVENUES, CITY OF FRESNO BENCHMARK 992*

*PROJECT CONTROL: ELEV. = 377.148' U.S.G.S DATUM*

*CITY OF FRESNO PUBLISHED ELEV. = 377.354 U.S.G.S DATUM*

### NOTE:

*PROJECT CONTROL IS BASED ON CITY BENCHMARK IK50 (387.22' U.S.G.S DATUM) FRESNO COUNTY BRASS CAP MONUMENT NORTHWEST CORNER OF WILLOW AND BEHYMER AVENUES. THIS BM HAS BEEN DESTORYED BY CONSTRUCTION AND IS PERPETUATED BY THE OTHER VERTICAL CONTROL IN THE AREA*

### UTILITY NOTE:

*UTILITY INFORMATION SHOWN HEREON IS BASED ON RECORD INFORMATION SUPPLIED TO THE ENGINEER BY UTILITY COMPANIES, PUBLIC AGENCIES AND THE PROPERTY OWNER, TOGETHER WITH OBSERVATION OF VISIBLE EVIDENCE BY A FIELD SURVEY. THE ENGINEER CAN MAKE NO GUARANTEE AS TO THE ACCURACY OR COMPLETENESS OF THE UNDERGROUND UTILITY FACILITIES SHOWN. PRIOR TO ANY SITE EXCAVATIONS, THE CONTRACTOR SHALL CONTACT THE OWNER AND UNDERGROUND SERVICE ALERT (USA) AND REQUEST THAT THEY IDENTIFY THE LOCATION OF ALL UNDERGROUND UTILITIES AT THE SITE.*

*APPROVED BY:*

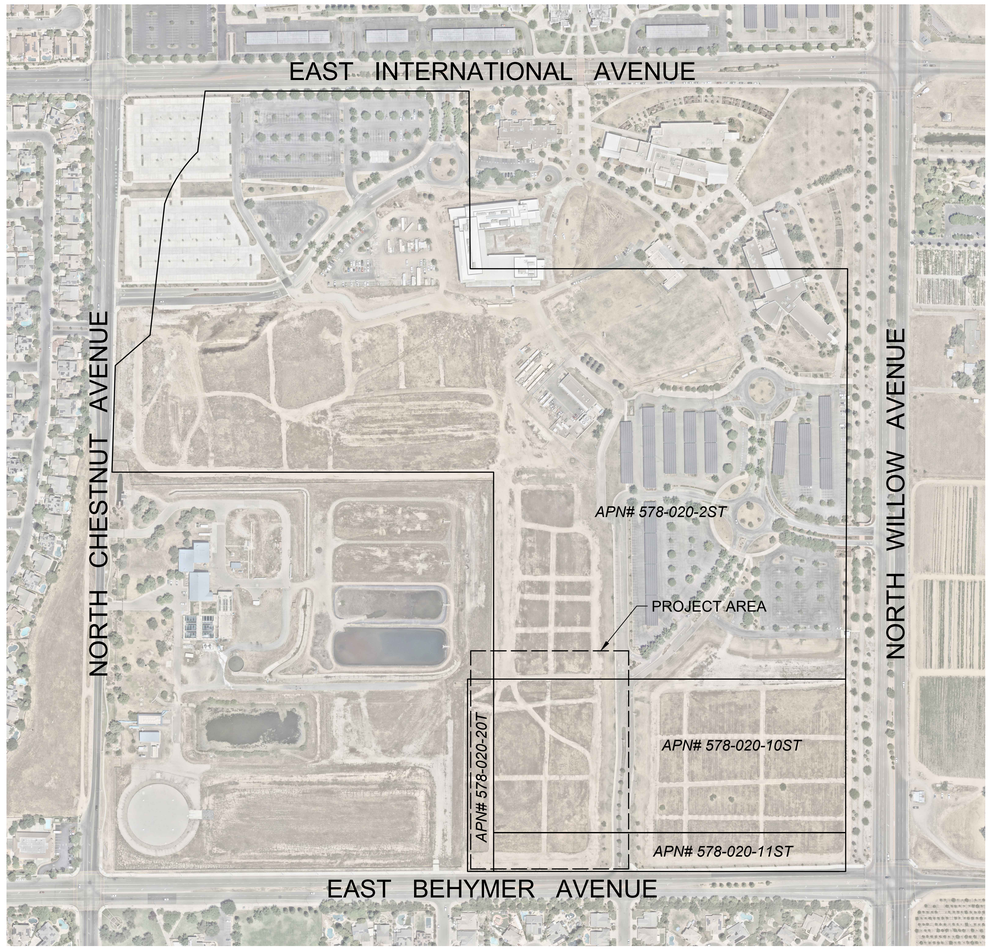
Digitally signed by Antonio Tobenkin
Date: 2024.03.14 14:38:39-07'00'

*F.M.F.C.D.* 03/14/2025 *DATE*

*FMFCD APPROVAL IS LIMITED TO:*
1. *ONSITE DRAINAGE AREA BOUNDARIES.*
2. *LOCATION OF DRAINAGE ENTRY INTO PUBLIC STREETS.*
3. *FMFCD REVIEW AND APPROVAL IS LIMITED TO COMPLIANCE WITH THE ADOPTED STORM DRAINAGE MASTER PLAN. APPROVAL IS NOT EXTENDED WITH RESPECT TO THE DISTRICT'S POLICY FOR DEVELOPMENT IN FLOOD PRONE AREAS.*

TABLE OF CONTENTS


| SHEET NUMBER | SHEET TITLE |
|---|---|
| C000 | COVER SHEET |
| C100 | TOPOGRAPHIC SURVEY LEGEND |
| C101 | TOPOGRAPHIC SURVEY |
| C102 | TOPOGRAPHIC SURVEY |
| C201 | DEMOLITION PLAN |
| C202 | DEMOLITION PLAN |
| C301 | SITE PLAN |
| C302 | SITE PLAN |
| C303 | BID ALT SITE PLANS |
| C304 | TRACK STRIPING PLAN |
| C401 | HORIZONTAL CONTROL PLAN |
| C402 | HORIZONTAL CONTROL PLAN |
| C403 | BID ALT HORIZONTAL CONTROL PLAN |
| C404 | HORIZONTAL CONTROL LEGEND |
| C501 | GRADING & DRAINAGE PLAN |
| C502 | GRADING & DRAINAGE PLAN |
| C503 | BID ALT GRADING & DRAINAGE PLAN |
| C601 | UTILITY PLAN |
| C602 | UTILITY PLAN |
| X101 | SITE DETAILS |
| X201 | UTILITY DETAILS |
| X202 | UTILITY DETAILS |
| X301 | ADA DETAILS |
| X401 | FENCE DETAILS |
| X402 | CHAINLINK FENCE DETAILS |
| X501 | ATHLETIC DETAILS |


Know what's below. Call before you dig.

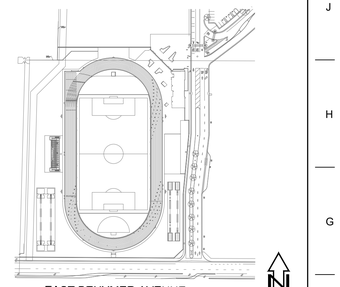
CAUTION
WATCH FOR OVERHEAD POWER LINES

FMFCD CONTRACT R-PVT-10

DSA File No.:

DSA Application No.:
02-122242

Agency Approval




KEYMAP

General Notes


Blair, Church & Flynn CONSULTING ENGINEERS
Blair, Church & Flynn Consulting Engineers
451 Clovis Avenue, Suite 200
Clovis, California 93612
Tel (559) 326-1400
Fax (559) 326-1500


Consultant

08.30.2024
Date Signed:

*CCC SPORTS COMPLEX*
*STATE CENTER COMMUNITY COLLEGE DISTRICT*
*FRESNO, CA 93730*
*PHASE I*

Project

*COVER SHEET*

Drawing


darden architects
ARCHITECTURE
PLANNING
INTERIORS
www.dardenarchitects.com
6790 N. West Ave. • Fresno, CA 93711 • T. 559.448.8051


Architect

| No. | Revison/Submission | Date |
|---|---|---|
| 1 | ADDENDUM 01 | 3/26/2025 |

*100% CONSTRUCTION DRAWINGS* Revision

| | | |
|---|---|---|
| | Designed By: GB | Copyright 2025 Darden Architects |
| Scale: AS NOTED | Drawn By: DZ | 1 SD/C000 |
| Project Number: 2175 | Checked By: DWB | Sheet: _____ of: _____ |
| Date: 09/25/24 | Reviewed By: JB | AD01-CX01 |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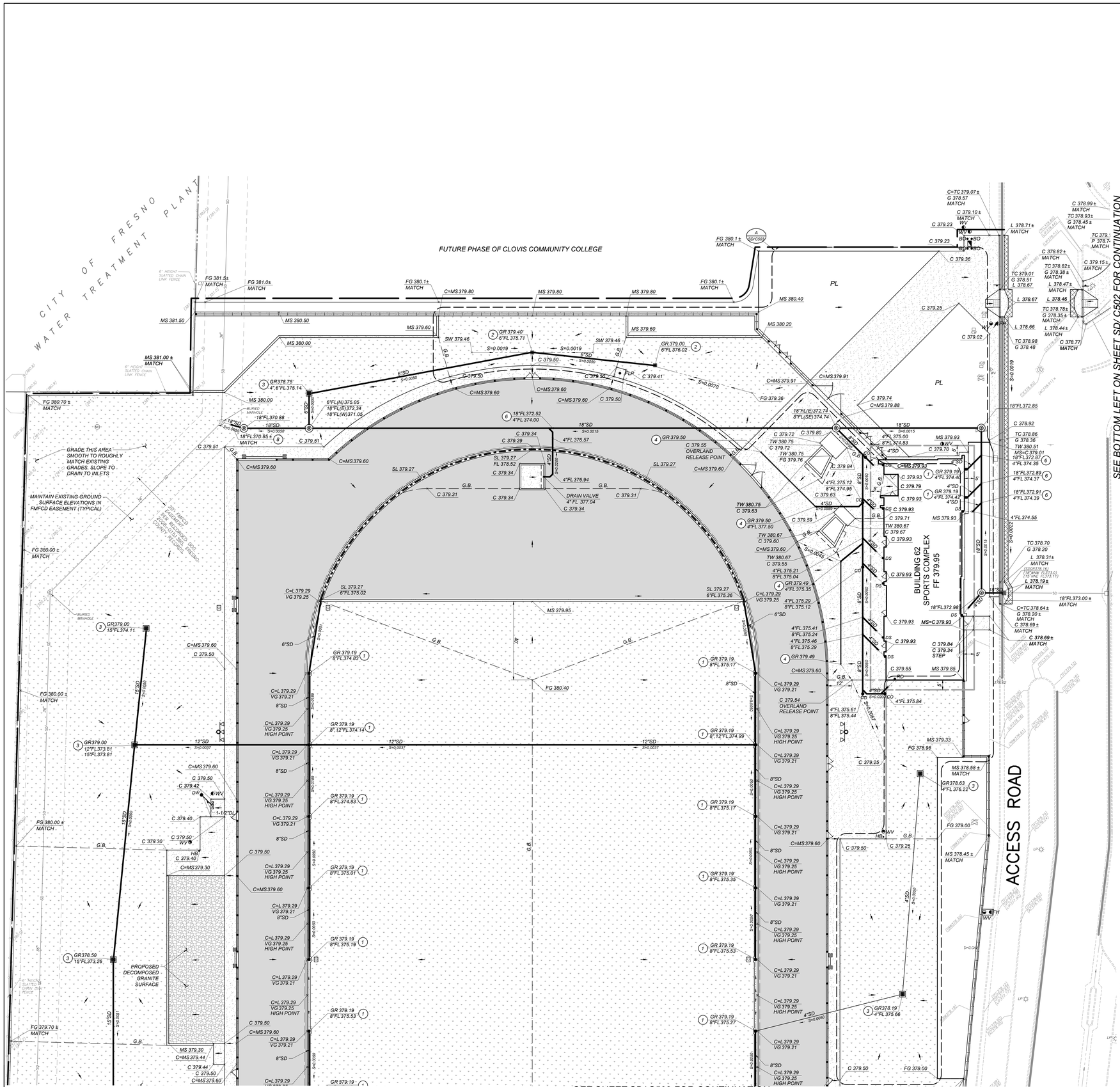
Plot by: kylawson Feb 27, 2025 - 2:35pm




## GENERAL GRADING AND DRAINAGE NOTES:

*THE REQUIREMENTS AND INFORMATION SET OUT BELOW ARE PROVIDED FOR THE CONTRACTOR'S CONVENIENCE AND DO NOT ENCOMPASS ALL PROJECT REQUIREMENTS DESCRIBED BY THE PROJECT PLANS AND SPECIFICATIONS AND/OR APPLICABLE LAWS, REGULATIONS AND/OR BUILDING CODES.*

1. *CONSTRUCTION OF ALL PROJECT SITE IMPROVEMENTS SUBJECT TO ADA ACCESS COMPLIANCE, INCLUDING ACCESSIBLE PATH OF TRAVEL, CURB RETURNS, PARKING STALL(S) AND UNLOADING AREAS, BARRIER FREE AMENITIES AND/OR OTHER APPLICABLE SITE IMPROVEMENTS SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT, CALIFORNIA TITLE 24, THE CALIFORNIA BUILDING CODE, CURRENT EDITION(S).*
2. *CONTRACTOR SHALL FIELD VERIFY ALL GRADES AND SLOPES PRIOR TO THE PLACEMENT OF CONCRETE AND/OR PAVEMENT FOR CONFORMANCE WITH ADA ACCESS COMPLIANCE REQUIREMENTS. EXAMPLES OF MINIMUM AND MAXIMUM LIMITS RELATED TO ADA ACCESS COMPLIANCE INCLUDE, BUT ARE NOT LIMITED TO:*
   a) *ACCESSIBLE PATH OF TRAVEL CROSS-SLOPE SHALL NOT EXCEED 2%*
   b) *ACCESSIBLE PATH OF TRAVEL LONGITUDINAL SLOPES SHALL NOT EXCEED 5%*
   c) *RAMP LONGITUDINAL SLOPES SHALL NOT EXCEED 8.33%*
   d) *ACCESSIBLE WALKS SHALL NOT HAVE LESS THAN 48 INCHES IN UNOBSTRUCTED WIDTH*
   e) *ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION*
   f) *LANDINGS AT THE TOP AND BOTTOM OF ACCESSIBLE RAMPS SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION*
   g) *GUTTERS AND ROAD SURFACES DIRECTLY ADJACENT TO AND WITHIN 2 FEET OF A CURB RAMP SHALL HAVE A COUNTER SLOPE NOT TO EXCEED 5%*
3. *CONTRACTOR MUST IMMEDIATELY NOTIFY THE ENGINEER OF RECORD, IDENTIFIED BY THE PROFESSIONAL ENGINEERING SEAL AND SIGNATURE ON THESE PLANS, OF ANY SITE CONDITION(S) AND/OR DESIGN INFORMATION THAT PREVENTS THE CONTRACTOR FROM COMPLYING WITH THE LAWS, REGULATIONS AND/OR BUILDING CODES GOVERNING ADA ACCESS COMPLIANCE.*
4. *GROUND SLOPES AWAY FROM BUILDING PADS IN LANDSCAPED OR DIRT AREAS SHALL BE NO LESS THAN 5% FOR AT LEAST TEN (10) FEET, OR AS OTHERWISE NOTED ON THE PLANS.*
5. *DRAINAGE SHALL NOT BE ALLOWED ONTO ADJACENT PROPERTY.*
6. *ALL FILL MATERIAL USED TO SUPPORT THE FOUNDATIONS OF ANY BUILDING OR STRUCTURE SHALL BE PLACED UNDER THE DIRECTION OF A LICENSED GEOTECHNICAL ENGINEER, AND IN COMPLIANCE WITH THE PROJECT SPECIFICATIONS. A SOILS COMPACTION REPORT SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AS REQUIRED BY THE PROJECT SPECIFICATIONS.*
7. *THE CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES AS REQUIRED BY THE PROJECT SPECIFICATIONS, AND BY GOVERNING PUBLIC AGENCIES.*
8. *THE CONTRACTOR SHALL IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AS REQUIRED BY THE PROJECT SPECIFICATIONS AND THE STATE WATER RESOURCES CONTROL BOARD'S CONSTRUCTION GENERAL PERMIT. IMPLEMENT BEST MANAGEMENT PRACTICES WITHIN PUBLIC RIGHT OF WAY PER LOCAL JURISDICTION REQUIREMENTS.*
9. *AS A FIRST ORDER OF WORK, THE CONTRACTOR SHALL POT HOLE THE EXISTING UTILITY LINES AT THE POINT OF CONNECTION TO VERIFY THE LOCATION, SIZE, PIPE MATERIAL AND ELEVATION SO THAT THE ENGINEER CAN MAKE ELEVATION AND/OR ALIGNMENT ADJUSTMENTS IF NECESSARY. SHOULD POT HOLING DISCOVER ANY DISCREPANCIES, CONTACT THE ENGINEER AND OBTAIN WRITTEN DIRECTION BEFORE PROCEEDING.*
10. *ADJUST UTILITY LIDS WITHIN NEW CONSTRUCTION AREA TO FINISHED GRADE PER DETAIL (I/SD/X101). REPLACE ALL BROKEN LIDS WITH NEW. PROVIDE TRAFFIC RATED LIDS WITHIN VEHICLE LOADING AREAS.*
11. *WATER TEST PAVEMENT WITHIN NEW IMPROVEMENT AREA. REPLACE PAVEMENT WHERE BIRD BATHS OCCUR AFTER TEST AS DIRECTED BY THE INSPECTOR OR ENGINEER.*
12. *MINIMUM SLOPE ON IMPERVIOUS SURFACES PERPENDICULAR TO ADJACENT STRUCTURE(S), WITHIN ADA PATH, SHALL BE 1% MINIMUM AND 2% MAXIMUM. WHERE DOOR AND GATE LANDINGS OCCUR THE CROSS SLOPE SHALL BE 2% MAXIMUM IN ALL DIRECTIONS*

## SITE BENCHMARK:

*CHISELED SQUARE IN THE MAIDEN ISLAND OF EAST BEHYMER AVENUE APPROXIMATELY 230+/- FEET WEST OF THE INTERSECTION OF THE NORTH-SOUTH ACCESS ROAD AND EAST BEHYMER AVENUE*

*ELEV = 378.25 U.S.G.S. DATUM*

## CITY BENCHMARK:

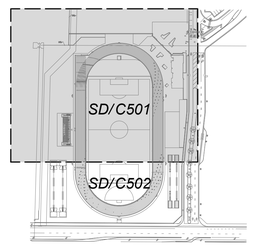
*BRASS CAP ON CURB, WEST RETURN, SOUTHWEST CORNER OF WILLOW AND BEHYMER AVENUES, CITY OF FRESNO BENCHMARK 992*

*PROJECT CONTROL: ELEV. = 377.148' U.S.G.S DATUM*

*CITY OF FRESNO PUBLISHED ELEV. = 377.354 U.S.G.S DATUM*

## NOTE:

*PROJECT CONTROL IS BASED ON CITY BENCHMARK IK50 (387.22' U.S.G.S DATUM) FRESNO COUNTY BRASS CAP MONUMENT NORTHWEST CORNER OF WILLOW AND BEHYMER AVENUES. THIS BM HAS BEEN DESTORYED BY CONSTRUCTION AND IS PERPETUATED BY THE OTHER VERTICAL CONTROL IN THE AREA*




EAST BEHYMER AVENUE
KEYMAP

N.T.S

FMFCD CONTRACT R-PVT-10

811 Know what's below. Call before you dig.

SCALE: 1"=20'

0 5 20 40
SCALE IN FEET

DSA File No.:

DSA Application No.:
02-122242

Agency Approval

## GRADING AND DRAINAGE LEGEND:

*SEE TOPOGRAPHIC SURVEY, SITE, AND UTILITY PLAN FOR ADDITIONAL INFORMATION*

| | |
|---|---|
| C | CONCRETE |
| FF | FINISHED FLOOR |
| FG | FINISHED GRADE |
| FL | FLOWLINE |
| G | GUTTER |
| GR | STORM DRAIN GRATE |
| LPB | LIGHT POLE BASE |
| MS | MOWSTRIP |
| P | PAVEMENT |
| RA | RAMP |
| SL | TRACK SLOT DRAIN |
| SW | SWALE |
| TC | TOP OF CURB |
| (344.9) | EXISTING ELEVATION |
| 328.76 | NEW FINISHED GRADE |
| | DIRECTION OF SURFACE DRAINAGE |
| | BUILDING OVER-EXCAVATION LIMITS; SEE [J/SD/X101] |
| G.B. | GRADE BREAK |
| | LIMITS OF GRADING |
| S=0.0050 | PIPE SLOPE AND DIRECTION OF FLOW |
| | SWALE AND DIRECTION OF FLOW |
| 1 | P6 STORM DRAIN INLET (PRIVATE FACILITY) PER [E/SD/X201] |
| 2 | V12 STORM DRAIN INLET (PRIVATE FACILITY) PER [E/SD/X202] |
| 3 | U23 STORM DRAIN INLET (PRIVATE FACILITY) PER [I/SD/X201] |
| 4 | TRENCH DRAIN INLET (PRIVATE FACILITY) PER [F/SD/X202] |
| 5 | CAP STORM DRAIN LINE FOR FUTURE USE |
| 6 | CONNECT 4" DRAIN LINE TO 18" STORM DRAIN WITH A SADDLE CONNECTION USING A 45-DEGREE DROP SIMILAR TO A HOUSE WYE CONNECTION |
| 7 | BREAK INTO EXISTING FMFCD TYPE "A" CASE II MANHOLE AND CONNECT PROPOSED 15" STORM DRAIN (PRIVATE FACILITY) WITH CONCRETE COLLAR AT POINT OF CONNECTION |
| 8 | CONNECT PROPOSED 18" STORM DRAIN TO EXISTING 18" RCP LINE WITH CONCRETE COLLAR PER FMFCD STD. G-3. PIPE SHALL BE COATED WITH REZI WELD 1000 EPOXY PRIOR TO POURING OF CONCRETE COLLAR AT POINT OF CONNECTION. |
| | STORM DRAIN MANHOLE (PRIVATE FACILITY) PER G/SD/X201] |
| | TRENCH DRAIN (PRIVATE FACILITY) PER [F/SD/X202] |
| | TRACK SLOT DRAIN (PRIVATE FACILITY) PER [E/SD/X501] |
| CO | SURFACE CLEANOUT (PRIVATE FACILITY) PER [D/SD/X201] |
| DS | DOWNSPOUT; SEE ARCHITECTURAL PLANS |
| RD | ROOF DRAIN; SEE PLUMBING PLANS |
| 6"SD | PROPOSED STORM DRAIN PIPELINE (PRIVATE FACILITY); SIZE AS NOTED. TRENCH AND BACKFILL PER [C/SD/X201] |
| 4"SD | 4" PERFORATED STORM DRAIN (PRIVATE FACILITY) |
| S=0.0020 | FLOWLINE SLOPE AND DIRECTION OF FLOW |
| | POINT OF CONNECTION TO EXISTING OR PROPOSED UTILITY, COORDINATE WITH PLUMBING PLANS PRIOR TO CONNECTION. |

## FEMA FLOOD ZONE:

*THE SITE IS LOCATED IN FEMA FLOOD ZONE ZONE X, 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD HAZARD WITH AVERAGE DEPTHS LESS THAN ONE FOOT OR WITH DRAINAGE AREAS LESS THAN ONE SQUARE MILE ON FIRM, 06019C1040H, EFFECTIVE ON 02/18/2009*

1 *APPROVED BY:* Digitally signed by Thomas Tienken Date: 2025.03.14 08:54:00 -07'00'

03/14/2025
*F.M.F.C.D.* *DATE*

*FMFCD APPROVAL IS LIMITED TO:*
1. *ONSITE DRAINAGE AREA BOUNDARIES.*
2. *LOCATION OF DRAINAGE ENTRY INTO PUBLIC STREETS.*
3. *FMFCD REVIEW AND APPROVAL IS LIMITED TO COMPLIANCE WITH THE ADOPTED STORM DRAINAGE MASTER PLAN. APPROVAL IS NOT EXTENDED WITH RESPECT TO THE DISTRICT'S POLICY FOR DEVELOPMENT IN FLOOD PRONE AREAS.*

General Notes


Blair, Church & Flynn CONSULTING ENGINEERS

Blair, Church & Flynn Consulting Engineers
451 Clovis Avenue, Suite 200
Clovis, California 93612
Tel (559) 326-1400
Fax (559) 326-1500

REGISTERED PROFESSIONAL ENGINEER Kirk D. Blair No. 67216 CIVIL STATE OF CALIFORNIA

08.30.2024 Date Signed:

Consultant


*CCC SPORTS COMPLEX*
*STATE CENTER COMMUNITY COLLEGE DISTRICT*
*FRESNO, CA 93730*
*PHASE I*

Project

*GRADING & DRAINAGE PLAN*

Drawing


darden architects

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INTERIORS
www.dardenarchitects.com
6790 N. West Ave. • Fresno, CA 93711 • T. 559.448.8051

LICENSED ARCHITECT ANTONIO J. REYES No. C26235 Exp. 10-31-2026 STATE OF CALIFORNIA

Architect


| No. | Revison/Submission | Date |
|---|---|---|
| 1 | ADDENDUM 01 | 3/26/2025 |

*100% CONSTRUCTION DRAWINGS* Revision

| | | |
|---|---|---|
| | Designed By: JC | Copyright 2025 Darden Architects |
| Scale: AS NOTED | Drawn By: AH | |
| Project Number: 2175 | Checked By: ZH | SD/C501 |
| Date: 09/25/24 | Reviewed By: JB | Sheet: _____ of: _____ |

AD01-CX02


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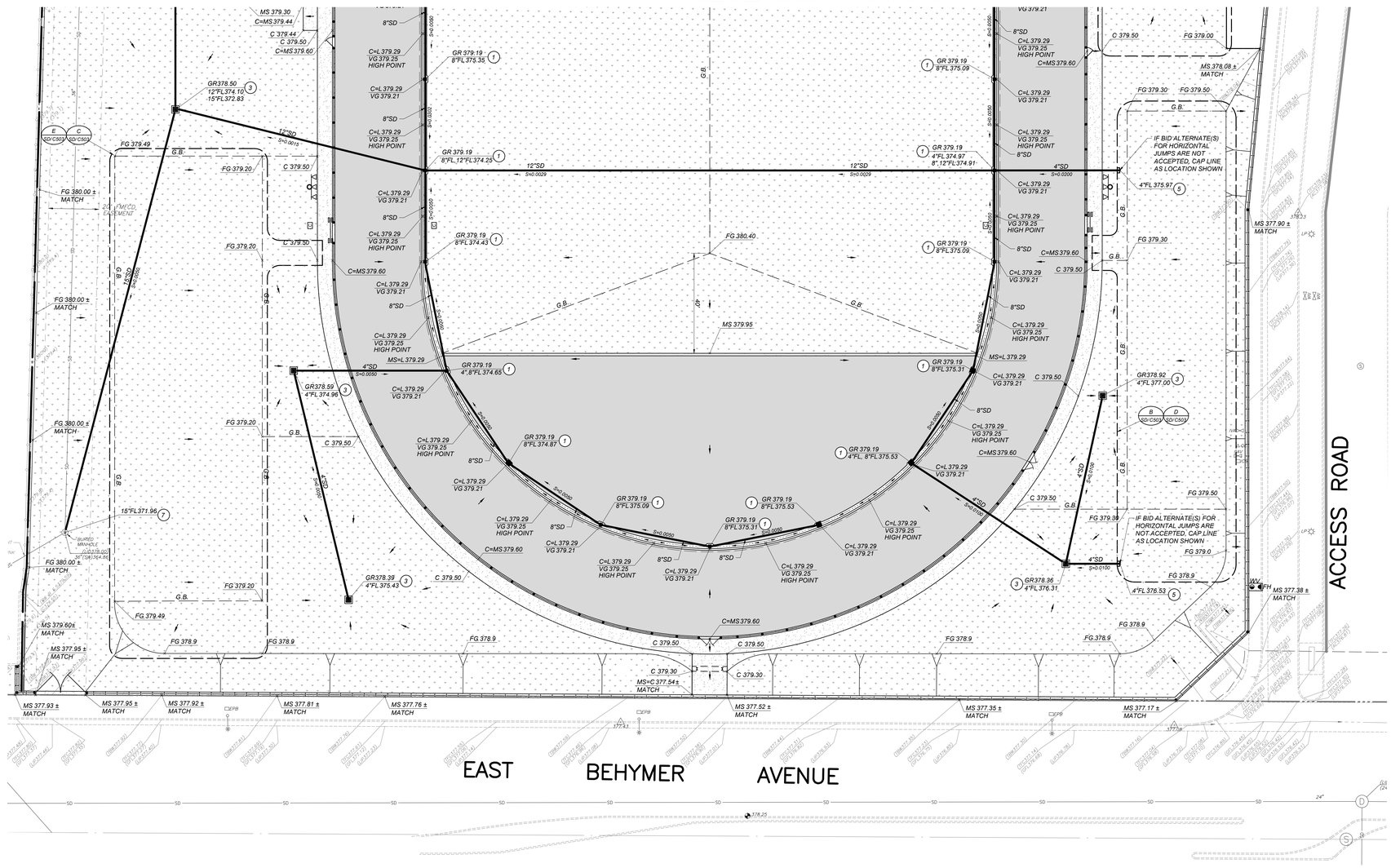
SEE SHEET SD/ C501 FOR CONTINUATION
ACCESS ROAD
EAST BEHYMER AVENUE
FG 379.49
FG 379.20
C 379.50
FG 380.00 ± MATCH
20' FMFCD EASEMENT
FG 380.40
MS 379.95
FG 379.30
FG 379.50
FG 379.00
MS 378.08 ± MATCH
IF BID ALTERNATE(S) FOR HORIZONTAL JUMPS ARE NOT ACCEPTED, CAP LINE AS LOCATION SHOWN
4"FL375.97
MS 377.90 ± MATCH
FG 379.0
FG 378.9
4"FL376.53
MS 377.38 ± MATCH
IF BID ALTERNATE(S) FOR HORIZONTAL JUMPS ARE NOT ACCEPTED, CAP LINE AS LOCATION SHOWN
C=MS379.60
FG 379.38
FG 379.9
C 379.30
MS=C377.54 ± MATCH
MS 379.60± MATCH
MS 377.95 ± MATCH
FG 378.9
MS 377.93 ± MATCH
MS 377.95 ± MATCH
MS 377.92 ± MATCH
MS 377.81 ± MATCH
MS 377.76 ± MATCH
MS 377.52 ± MATCH
MS 377.35 ± MATCH
MS 377.17 ± MATCH
GR 379.19 8'FL 375.35
GR 379.19 8'FL,12"FL374.23
GR 379.19 8'FL374.43
GR 379.19 8'FL375.09
GR 379.19 4'FL374.97 8',12"FL374.91
GR 379.19 4',8"FL374.65
GR 379.19 8'FL375.31
GR 379.19 8'FL374.87
GR 379.19 4'FL, 8'FL375.53
GR 379.19 8'FL375.09
GR 379.19 8'FL375.53
GR 379.19 8'FL375.31
GR378.50 12"FL374.10 15"FL372.83
GR378.59 4"FL374.96
GR378.39 4"FL375.43
GR378.92 4"FL377.00
GR378.36 4"FL376.31
15"FL371.96
12"SD S=0.0015
12"SD S=0.0029
4"SD S=0.0200
4"SD S=0.0050
4"SD S=0.0100
6"SD S=0.0050
6"SD S=0.0200
8"SD S=0.0050
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8"SD S=0.0080
8"SD S=0.0100
C=L 379.29 VG 379.25 HIGH POINT
C=L 379.29 VG 379.21
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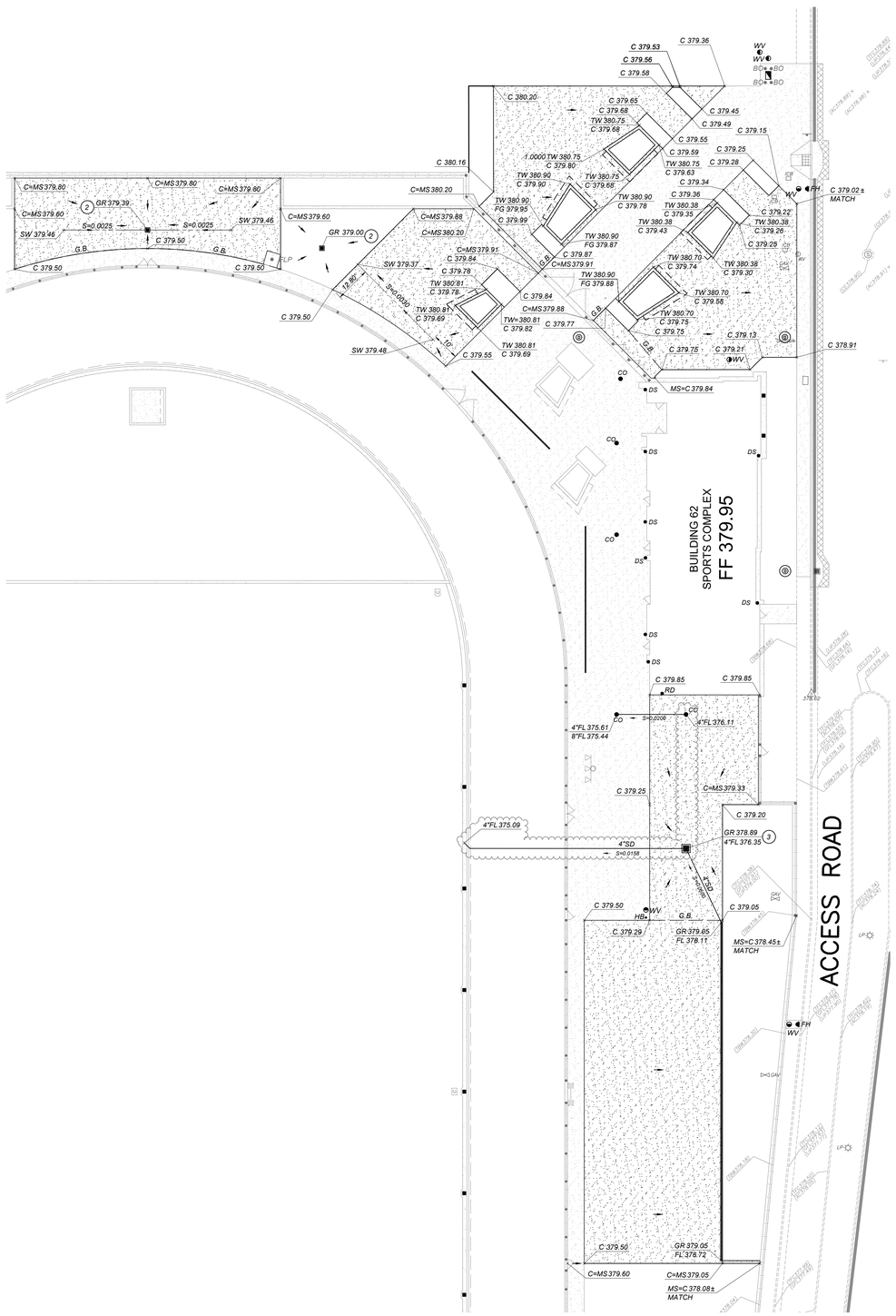
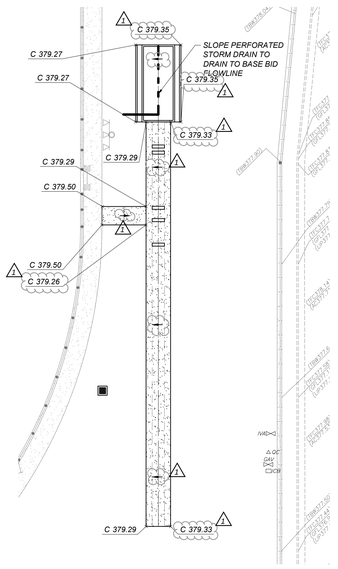
C=L 379.29 VG 379.21

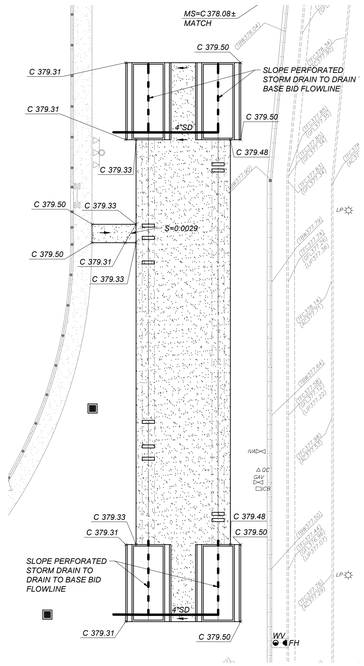



A SD/C503 BID ALTERNATE 5 - CONCRETE & PLANTERS AT MAIN ENTRANCE AND EAST SIDE OF TRACK
SCALE : 1" = 20'

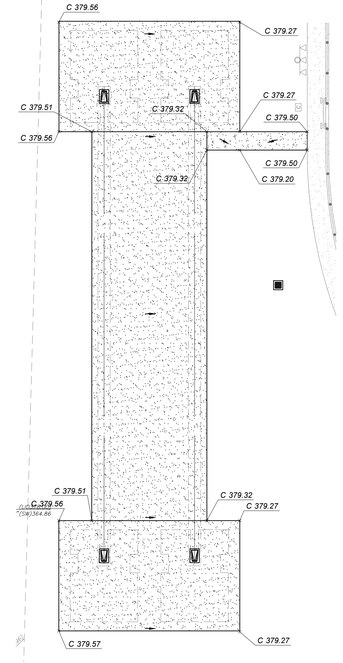



B SD/C503 BID ALTERNATE 2 - SINGLE HORIZONTAL JUMP RUNWAY AND PIT
SCALE : 1" = 20'

C SD/C503 BID ALTERNATE 3 - SINGLE POLE VAULT RUNWAY AND PIT
SCALE : 1" = 20'




D SD/C503 BID ALTERNATE 4 - FOUR (4) HORIZONTAL JUMP RUNWAYS AND PITS
SCALE : 1" = 20'



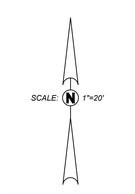

E SD/C503 BID ALTERNATE 4 - FOUR (4) POLE VAULT RUNWAYS AND PITS
SCALE : 1" = 20'

## GENERAL GRADING AND DRAINAGE NOTES:

*THE REQUIREMENTS AND INFORMATION SET OUT BELOW ARE PROVIDED FOR THE CONTRACTOR'S CONVENIENCE AND DO NOT ENCOMPASS ALL PROJECT REQUIREMENTS DESCRIBED BY THE PROJECT PLANS AND SPECIFICATIONS AND/OR APPLICABLE LAWS, REGULATIONS AND/OR BUILDING CODES.*

1. *CONSTRUCTION OF ALL PROJECT SITE IMPROVEMENTS SUBJECT TO ADA ACCESS COMPLIANCE, INCLUDING ACCESSIBLE PATH OF TRAVEL, CURB RETURNS, PARKING STALL(S) AND UNLOADING AREAS, BARRIER FREE AMENITIES AND/OR OTHER APPLICABLE SITE IMPROVEMENTS SHALL CONFORM TO THE AMERICANS WITH DISABILITIES ACT, CALIFORNIA TITLE 24, THE CALIFORNIA BUILDING CODE, CURRENT EDITION(S).*
2. *CONTRACTOR SHALL FIELD VERIFY ALL GRADES AND SLOPES PRIOR TO THE PLACEMENT OF CONCRETE AND/OR PAVEMENT FOR CONFORMANCE WITH ADA ACCESS COMPLIANCE REQUIREMENTS. EXAMPLES OF MINIMUM AND MAXIMUM LIMITS RELATED TO ADA ACCESS COMPLIANCE INCLUDE, BUT ARE NOT LIMITED TO:*
   a) *ACCESSIBLE PATH OF TRAVEL CROSS-SLOPE SHALL NOT EXCEED 2%*
   b) *ACCESSIBLE PATH OF TRAVEL LONGITUDINAL SLOPES SHALL NOT EXCEED 5%*
   c) *RAMP LONGITUDINAL SLOPES SHALL NOT EXCEED 8.33%*
   d) *ACCESSIBLE WALKS SHALL NOT HAVE LESS THAN 48 INCHES IN UNOBSTRUCTED WIDTH*
   e) *ACCESSIBLE PARKING SPACES AND ACCESS AISLES SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION*
   f) *LANDINGS AT THE TOP AND BOTTOM OF ACCESSIBLE RAMPS SHALL NOT EXCEED 2% SLOPE IN ANY DIRECTION*
   g) *GUTTERS AND ROAD SURFACES DIRECTLY ADJACENT TO AND WITHIN 2 FEET OF A CURB RAMP SHALL HAVE A COUNTER SLOPE NOT TO EXCEED 5%*
3. *CONTRACTOR MUST IMMEDIATELY NOTIFY THE ENGINEER OF RECORD, IDENTIFIED BY THE PROFESSIONAL ENGINEERING SEAL AND SIGNATURE ON THESE PLANS, OF ANY SITE CONDITION(S) AND/OR DESIGN INFORMATION THAT PREVENTS THE CONTRACTOR FROM COMPLYING WITH THE LAWS, REGULATIONS AND/OR BUILDING CODES GOVERNING ADA ACCESS COMPLIANCE.*
4. *GROUND SLOPES AWAY FROM BUILDING PADS IN LANDSCAPED OR DIRT AREAS SHALL BE NO LESS THAN 5% FOR AT LEAST TEN (10) FEET, OR AS OTHERWISE NOTED ON THE PLANS.*
5. *DRAINAGE SHALL NOT BE ALLOWED ONTO ADJACENT PROPERTY.*
6. *ALL FILL MATERIAL USED TO SUPPORT THE FOUNDATIONS OF ANY BUILDING OR STRUCTURE SHALL BE PLACED UNDER THE DIRECTION OF A LICENSED GEOTECHNICAL ENGINEER, AND IN COMPLIANCE WITH THE PROJECT SPECIFICATIONS. A SOILS COMPACTION REPORT SHALL BE SUBMITTED TO THE ENGINEER OF RECORD AS REQUIRED BY THE PROJECT SPECIFICATIONS.*
7. *THE CONTRACTOR SHALL IMPLEMENT DUST CONTROL MEASURES AS REQUIRED BY THE PROJECT SPECIFICATIONS, AND BY GOVERNING PUBLIC AGENCIES.*
8. *THE CONTRACTOR SHALL IMPLEMENT A STORM WATER POLLUTION PREVENTION PLAN (SWPPP) AS REQUIRED BY THE PROJECT SPECIFICATIONS AND THE STATE WATER RESOURCES CONTROL BOARD'S CONSTRUCTION GENERAL PERMIT. IMPLEMENT BEST MANAGEMENT PRACTICES WITHIN PUBLIC RIGHT OF WAY PER LOCAL JURISDICTION REQUIREMENTS.*
9. *AS A FIRST ORDER OF WORK, THE CONTRACTOR SHALL POT HOLE THE EXISTING UTILITY LINES AT THE POINT OF CONNECTION TO VERIFY THE LOCATION, SIZE, PIPE MATERIAL AND ELEVATION SO THAT THE ENGINEER CAN MAKE ELEVATION AND/OR ALIGNMENT ADJUSTMENTS IF NECESSARY. SHOULD POT HOLING DISCOVER ANY DISCREPANCIES, CONTACT THE ENGINEER AND OBTAIN WRITTEN DIRECTION BEFORE PROCEEDING.*
10. *ADJUST UTILITY LIDS WITHIN NEW CONSTRUCTION AREA TO FINISHED GRADE PER DETAIL [/SD/X101]. REPLACE ALL BROKEN LIDS WITH NEW. PROVIDE TRAFFIC RATED LIDS WITHIN VEHICLE LOADING AREAS.*
11. *WATER TEST PAVEMENT WITHIN NEW IMPROVEMENT AREA. REPLACE PAVEMENT WHERE BIRD BATHS OCCUR AFTER TEST AS DIRECTED BY THE INSPECTOR OR ENGINEER.*
12. *MINIMUM SLOPE ON IMPERVIOUS SURFACES PERPENDICULAR TO ADJACENT STRUCTURE(S), WITHIN ADA PATH, SHALL BE 1% MINIMUM AND 2% MAXIMUM. WHERE DOOR AND GATE LANDINGS OCCUR THE CROSS SLOPE SHALL BE 2% MAXIMUM IN ALL DIRECTIONS*

811 Know what's below. Call before you dig.



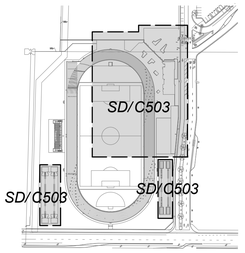

DSA File No.:

DSA Application No.:
02-122242

Agency Approval

## GRADING AND DRAINAGE LEGEND:

| | |
|---|---|
| C | CONCRETE |
| FF | FINISHED FLOOR |
| FG | FINISHED GRADE |
| FL | FLOWLINE |
| G | GUTTER |
| GR | STORM DRAIN GRATE |
| LPB | LIGHT POLE BASE |
| MS | MOWSTRIP |
| P | PAVEMENT |
| RA | RAMP |
| SL | TRACK SLOT DRAIN |
| SW | SWALE |
| TC | TOP OF CURB |
| (344.9) | EXISTING ELEVATION |
| 328.78 | NEW FINISHED GRADE |
| | DIRECTION OF SURFACE DRAINAGE |
| | BUILDING OVER-EXCAVATION LIMITS; SEE DETAIL [/#SD/X101] |
| G.B. | GRADE BREAK |
| | LIMITS OF GRADING |
| S=0.0050 | PIPE SLOPE AND DIRECTION OF FLOW |
| | SWALE AND DIRECTION OF FLOW |
| 1 | P6 STORM DRAIN INLET PER DETAIL [E/SD/X201] |
| 2 | V12 STORM DRAIN INLET PER DETAIL [E/SD/X202] |
| 3 | U23 STORM DRAIN INLET PER DETAIL [/SD/X201] |
| 4 | TRENCH DRAIN INLET PER DETAIL [F/SD/X202] |
| 5 | CAP STORM DRAIN LINE FOR FUTURE USE |
| 6 | CONNECT 4" DRAIN LINE TO 18" STORM DRAIN WITH A SADDLE CONNECTION USING A 45-DEGREE DROP SIMILAR TO A HOUSE WYE CONNECTION |
| | STORM DRAIN MANHOLE PER DETAIL [G/SD/X201] |
| | TRENCH DRAIN PER DETAIL [F/SD/X202] |
| | TRACK SLOT DRAIN PER DETAIL [E/SD/X501] |
| CO | SURFACE CLEANOUT PER DETAIL [D/SD/X201] |
| 6"SD | STORM DRAIN PIPELINE; SIZE AS NOTED. TRENCH AND BACKFILL PER DETAIL [C/SD/X201] |
| 4"SD | 4" PERFORATED STORM DRAIN |
| S=0.0020 | FLOWLINE SLOPE AND DIRECTION OF FLOW |




EAST BEHYMER AVENUE

KEYMAP

General Notes

Blair, Church & Flynn CONSULTING ENGINEERS
Blair, Church & Flynn Consulting Engineers
451 Clovis Avenue, Suite 200
Clovis, California 93612
Tel (559) 326-1400
Fax (559) 326-1500

Licensed Professional Engineer — Robert D. Flynn — No. 67,216 — Civil — State of California

08.30.2024 Date Signed:

Consultant

CCC SPORTS COMPLEX
STATE CENTER COMMUNITY COLLEGE DISTRICT
FRESNO, CA 93730
PHASE I

Project

BID ALT GRADING & DRAINAGE PLAN

Drawing

darden architects
ARCHITECTURE
PLANNING
INTERIORS
www.dardenarchitects.com
6790 N. West Ave. • Fresno, CA 93711 • T. 559.448.8051

Licensed Architect — Antonio J. Ruiz — No. C26235 — Rev. 10-31-25 — State of California

Architect

| No. | Revison/Submission | Date |
|---|---|---|
| 1 | ADDENDUM 01 | 3/26/2025 |

100% CONSTRUCTION DRAWINGS

Revision

| | | |
|---|---|---|
| | Designed By: JC | Copyright 2025 Darden Architects |
| Scale: AS NOTED | Drawn By: AH | |
| Project Number: 2175 | Checked By: ZH | SD/C503 |
| Date: 09/25/24 | Reviewed By: JB | Sheet: _____ of: _____ |

AD01-CX04

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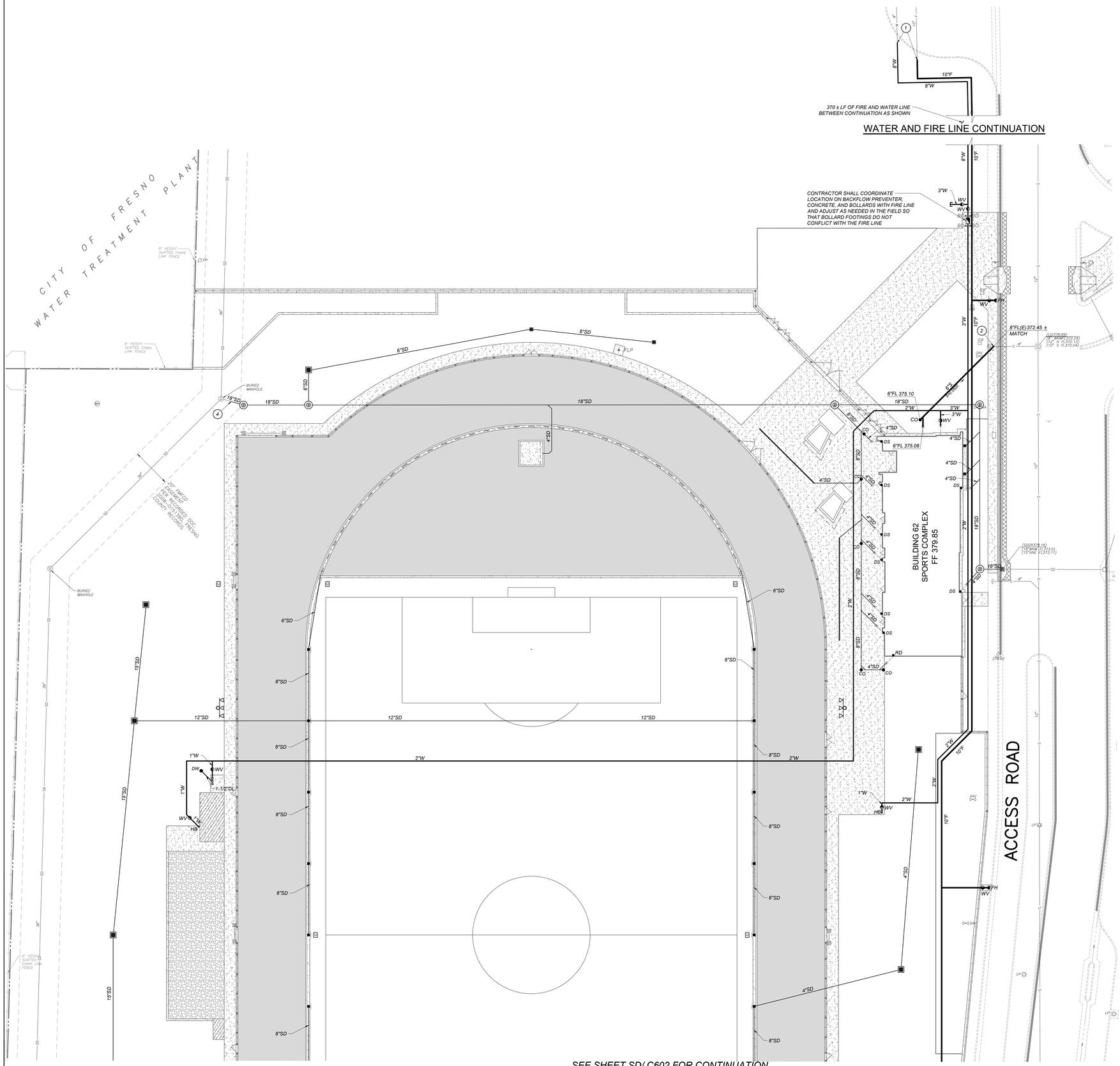



## UTILITY LEGEND:

| | |
|---|---|
| S | SEWER MAIN, SIZE AS NOTED ON PLANS. PIPE BEDDING AND BACKFILL PER DETAIL [C/SD/X201] |
| W | WATER MAIN, SIZE AS NOTED ON PLANS, MIN. 30" COVER. THRUST BLOCKS PER DETAIL [A/SD/X201]. PIPE BEDDING AND BACKFILL PER DETAIL [C/SD/X201] |
| F | FIRE MAIN, SIZE AS NOTED ON PLANS, MIN. 42" COVER. THRUST BLOCKS PER DETAIL [A/SD/X201]. PIPE BEDDING AND BACKFILL PER DETAIL [C/SD/X201] |
| SD | STORM DRAIN PIPE, SEE GRADING PLAN |
| DL | DRAIN LINE, SIZE AS NOTED |
| FF | FINISHED FLOOR |
| FL | FLOWLINE |
| | DOUBLE CHECK VALVE ASSEMBLY PER DETAIL [A/SD/X202] |
| CO | SEWER CLEANOUT PER DETAIL [D/SD/X201] |
| FH | FIRE HYDRANT ASSEMBLY PER [B/SD/X202] |
| HB | HOSE BIBB PER DETAIL [F/SD/X201] |
| RD | ROOF DRAIN; SEE PLUMBING PLANS |
| WV | WATER VALVE PER [B/SD/X201] |
| DW | DRYWELL PER DETAIL [D/SD/X202] |
| | POINT OF CONNECTION TO EXISTING OR PROPOSED UTILITY. COORDINATE WITH PLUMBING PLANS PRIOR TO CONNECTION. |
| S=0.0020 | FLOWLINE SLOPE AND DIRECTION OF FLOW |
| 1 | CONNECT TO EXISTING WATER LINE WITH WATER-TIGHT CONNECTION. VERIFY SIZE, DEPTH, AND LOCATION. |
| 2 | CONNECT TO EXISTING SEWER LINE WITH WATER-TIGHT CONNECTION. VERIFY SIZE, DEPTH, AND LOCATION. |
| 3 | BREAK INTO EXISTING FMFCD TYPE "A" CASE II MANHOLE AND CONNECT PROPOSED 15" STORM DRAIN (PRIVATE FACILITY) WITH CONCRETE COLLAR AT POINT OF CONNECTION. |
| 4 | CONNECT PROPOSED 18" STORM DRAIN TO EXISTING 18" RCP LINE WITH CONCRETE COLLAR PER FMFCD STD. G-3. PIPE SHALL BE COATED WITH REZI WELD 1000 EPOXY PRIOR TO POURING OF CONCRETE COLLAR AT POINT OF CONNECTION. |

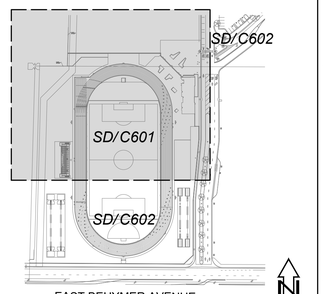
DSA File No.:

DSA Application No.:
02-122242

Agency Approval

## GENERAL SITE UTILITY NOTES:

1. AS FIRST ORDER OF WORK, CONTRACTOR SHALL POTHOLE EXISTING UTILITIES AND NOTIFY ENGINEER IMMEDIATELY OF LOCATIONS, SIZE AND DEPTH.
2. THE CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION, SIZE, DEPTH, AND TYPE OF ALL EXISTING UTILITIES AND INTERFERENCES SITUATED ALONG THE ROUTE OF THE PROPOSED CONSTRUCTION PRIOR TO COMMENCEMENT OF EXCAVATION, FABRICATION, AND INSTALLATION. THE CONTRACTOR SHALL CONSTRUCT ALL IMPROVEMENTS IN SUCH A MANNER AS WILL PROTECT ALL EXISTING UNDERGROUND UTILITIES AND, IN THE EVENT OF ANY CONFLICTS, SHALL NOTIFY THE ENGINEER BEFORE PROCEEDING.
3. SEE IRRIGATION PLANS FOR PROPOSED IRRIGATION PIPE ALIGNMENT.
4. COORDINATE EXACT POINTS OF CONNECTION TO BUILDING PLUMBING AND NOTIFY THE ENGINEER OF ANY CONFLICT SO THAT ADJUSTMENTS CAN BE MADE IF NEEDED.
5. SAWCUT EXISTING CONCRETE IMPROVEMENTS AS NECESSARY TO INSTALL NEW WATER OR SEWER IMPROVEMENTS. CONSTRUCT NEW CONCRETE IMPROVEMENTS TO MATCH ADJACENT CONCRETE IMPROVEMENTS AND JOIN TOGETHER WITH DOWEL BARS PER DETAIL [H/SD/X101]
6. INSTALLATION, TYPE, AND MANUFACTURER'S MODELS OF DOMESTIC WATER METERS, DRAIN INLETS/OUTLETS AND OTHER APPURTENANCES OF SITE UTILITY SYSTEMS SHALL BE DONE IN STRICT ACCORDANCE WITH GOVERNING AUTHORITY REQUIREMENTS.
7. LAYOUT OF MATERIALS, EQUIPMENT AND SYSTEMS IS GENERALLY DIAGRAMMATIC UNLESS SPECIFICALLY DIMENSIONED. SOME WORK MAY BE SHOWN OFFSET FOR CLARITY. THE ACTUAL LOCATIONS OF ALL MATERIALS, PIPING, FIXTURES, EQUIPMENT, SUPPORTS, ETC., SHALL BE CAREFULLY PLANNED PRIOR TO INSTALLATION OF ANY WORK TO AVOID ALL INTERFERENCES WITH EACH OTHER OR WITH STRUCTURAL, ELECTRICAL, PLUMBING AND MECHANICAL ARCHITECTURAL OR ANY OTHER ELEMENTS. ALL CONFLICTS SHALL BE CALLED TO THE ATTENTION OF THE ARCHITECT AND THE ENGINEER PRIOR TO THE INSTALLATION OF ANY WORK OR THE ORDERING OF ANY EQUIPMENT.
8. ANY INSPECTION TO BE MADE BY THE AUTHORITY HAVING JURISDICTION SHALL REQUIRE A MINIMUM OF 24 HOUR NOTICE.
9. PURITY TESTS ARE REQUIRED ON ALL WATER SYSTEM INSTALLATIONS. CONTRACTOR TO COORDINATE WITH THE AUTHORITY HAVING JURISDICTION.
10. IF THE TOP OF THE STEM OF ANY WATER GATE VALVE IS DEEPER THAN 4' BELOW FINISHED PAVEMENT GRADE, THE CONTRACTOR SHALL INSTALL A STEM EXTENSION SO THAT THE TOP OF THE STEM, WITH EXTENSION, SHALL BE NO DEEPER THAN 4' NOR SHALLOWER THAN 2' FROM FINISHED GRADE.
11. BACKFILL UTILITY TRENCHES PER DETAIL [C/SD/X201]
12. ADJUST EXISTING UTILITY LIDS TO FINISHED GRADE PER UTILITY COMPANY STANDARDS AND DETAIL [I/SD/X101] AND INSTALL TRAFFIC RATED LIDS WHERE LOCATED IN A TRAFFIC AREA.




EAST BEHYMER AVENUE

KEYMAP

General Notes

Blair, Church & Flynn CONSULTING ENGINEERS
Blair, Church & Flynn Consulting Engineers
451 Clovis Avenue, Suite 200
Clovis, California 93612
Tel (559) 326-1400
Fax (559) 326-1500

REGISTERED PROFESSIONAL ENGINEER — TROY D. YOUNG — No. 81216 — CIVIL — STATE OF CALIFORNIA

08.30.2024 Date Signed:

Consultant

CCC SPORTS COMPLEX
STATE CENTER COMMUNITY COLLEGE DISTRICT
FRESNO, CA 93730
PHASE I

Project

UTILITY PLAN

Drawing

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www.dardenarchitects.com
6790 N. West Ave. • Fresno, CA 93711 • T. 559.448.8051

LICENSED ARCHITECT — ANTONIO J. AVILA — No. C26235 — Reg. 10-31-25 — STATE OF CALIFORNIA

Architect

| No. | Revison/Submission | Date |
|---|---|---|
| 1 | ADDENDUM 01 | 3/26/2025 |

100% CONSTRUCTION DRAWINGS

Revision

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Designed By:
Drawn By:
Checked By:
Reviewed By: JB

Scale: AS NOTED
Project Number: 2175
Date: 09/25/24

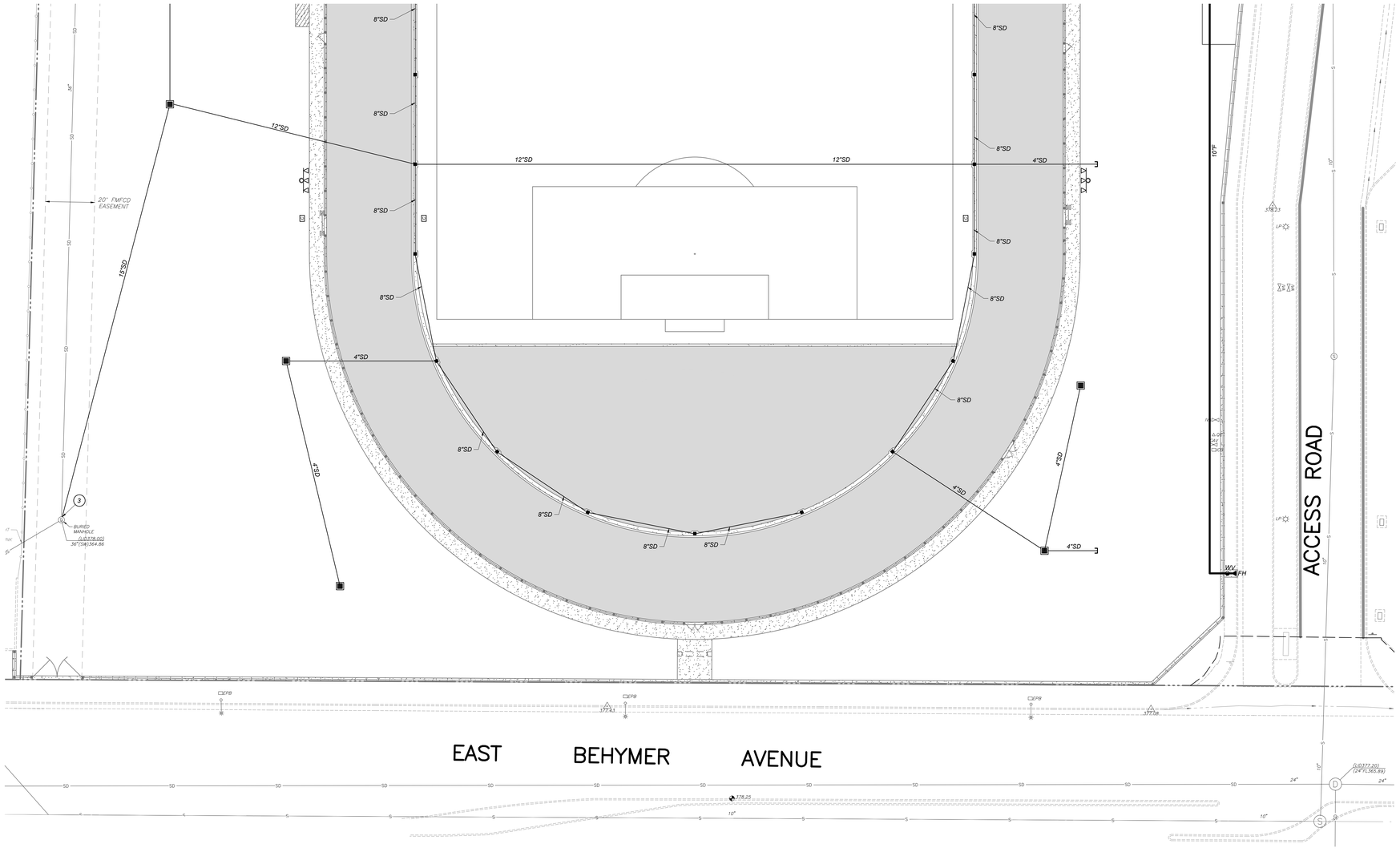
Sheet: _____ of: _____

SD/C601

AD01-CX05

Drawing: P:\222-0445\SiteProductionDrawings\222445_sd01.dwg; Layout1 - BCF.ctb
Plot by: tylerson Feb 27, 2025 - 2:32pm

*SEE SHEET SD/ C601 FOR CONTINUATION*




## UTILITY LEGEND:

| | |
|---|---|
| S | *SEWER MAIN, SIZE AS NOTED ON PLANS. PIPE BEDDING AND BACKFILL PER DETAIL [C/SD/X201]* |
| W | *WATER MAIN, SIZE AS NOTED ON PLANS, MIN. 30" COVER. THRUST BLOCKS PER DETAIL [A/SD/X201]. PIPE BEDDING AND BACKFILL PER DETAIL [C/SD/X201]* |
| F | *FIRE MAIN, SIZE AS NOTED ON PLANS, MIN. 42" COVER. THRUST BLOCKS PER DETAIL [A/SD/X201]. PIPE BEDDING AND BACKFILL PER DETAIL [C/SD/X201]* |
| SD | *STORM DRAIN PIPE, SEE GRADING PLAN* |
| DL | *DRAIN LINE, SIZE AS NOTED* |
| FF | *FINISHED FLOOR* |
| FL | *FLOWLINE* |
| | *DOUBLE CHECK VALVE ASSEMBLY PER DETAIL [A/SD/X202]* |
| CO | *SEWER CLEANOUT PER DETAIL [D/SD/X201]* |
| FH | *FIRE HYDRANT ASSEMBLY PER [B/SD/X202]* |
| HB | *HOSE BIBB PER DETAIL [F/SD/X201]* |
| RD | *ROOF DRAIN; SEE PLUMBING PLANS* |
| WV | *WATER VALVE PER [B/SD/X201]* |
| DW | *DRYWELL PER DETAIL [D/SD/X202]* |
| | *POINT OF CONNECTION TO EXISTING OR PROPOSED UTILITY. COORDINATE WITH PLUMBING PLANS PRIOR TO CONNECTION.* |
| S=0.0020 | *FLOWLINE SLOPE AND DIRECTION OF FLOW* |
| 1 | *CONNECT TO EXISTING WATER LINE WITH WATER-TIGHT CONNECTION. VERIFY SIZE, DEPTH, AND LOCATION.* |
| 2 | *CONNECT TO EXISTING SEWER LINE WITH WATER-TIGHT CONNECTION. VERIFY SIZE, DEPTH, AND LOCATION.* |
| 3 | *BREAK INTO EXISTING FMFCD TYPE "A" CASE II MANHOLE AND CONNECT PROPOSED 15" STORM DRAIN (PRIVATE FACILITY) WITH CONCRETE COLLAR AT POINT OF CONNECTION.* |
| 1 4 | *CONNECT PROPOSED 18" STORM DRAIN TO EXISTING 18" RCP LINE WITH CONCRETE COLLAR PER FMFCD STD. G-3. PIPE SHALL BE COATED WITH REZI WELD 1000 EPOXY PRIOR TO POURING OF CONCRETE COLLAR AT POINT OF CONNECTION.* |

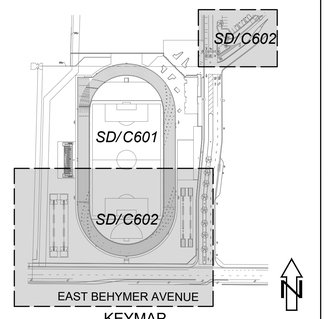
DSA File No.:

DSA Application No.:
02-122242

Agency Approval

## GENERAL SITE UTILITY NOTES:

1. *AS FIRST ORDER OF WORK, CONTRACTOR SHALL POTHOLE EXISTING UTILITIES AND NOTIFY ENGINEER IMMEDIATELY OF LOCATIONS, SIZE AND DEPTH.*
2. *THE CONTRACTOR SHALL FIELD VERIFY THE EXACT LOCATION, SIZE, DEPTH, AND TYPE OF ALL EXISTING UTILITIES AND INTERFERENCES SITUATED ALONG THE ROUTE OF THE PROPOSED CONSTRUCTION PRIOR TO COMMENCEMENT OF EXCAVATION, FABRICATION, AND INSTALLATION. THE CONTRACTOR SHALL CONSTRUCT ALL IMPROVEMENTS IN SUCH A MANNER AS WILL PROTECT ALL EXISTING UNDERGROUND UTILITIES AND, IN THE EVENT OF ANY CONFLICTS, SHALL NOTIFY THE ENGINEER BEFORE PROCEEDING.*
3. *SEE IRRIGATION PLANS FOR PROPOSED IRRIGATION PIPE ALIGNMENT.*
4. *COORDINATE EXACT POINTS OF CONNECTION TO BUILDING PLUMBING AND NOTIFY THE ENGINEER OF ANY CONFLICT SO THAT ADJUSTMENTS CAN BE MADE IF NEEDED.*
5. *SAWCUT EXISTING CONCRETE IMPROVEMENTS AS NECESSARY TO INSTALL NEW WATER OR SEWER IMPROVEMENTS. CONSTRUCT NEW CONCRETE IMPROVEMENTS TO MATCH ADJACENT CONCRETE IMPROVEMENTS AND JOIN TOGETHER WITH DOWEL BARS PER DETAIL [H/SD/X101]*
6. *INSTALLATION, TYPE, AND MANUFACTURER'S MODELS OF DOMESTIC WATER METERS, DRAIN INLETS/OUTLETS AND OTHER APPURTENANCES OF SITE UTILITY SYSTEMS SHALL BE DONE IN STRICT ACCORDANCE WITH GOVERNING AUTHORITY REQUIREMENTS.*
7. *LAYOUT OF MATERIALS, EQUIPMENT AND SYSTEMS IS GENERALLY DIAGRAMMATIC UNLESS SPECIFICALLY DIMENSIONED. SOME WORK MAY BE SHOWN OFFSET FOR CLARITY. THE ACTUAL LOCATIONS OF ALL MATERIALS, PIPING, FIXTURES, EQUIPMENT, SUPPORTS, ETC., SHALL BE CAREFULLY PLANNED PRIOR TO INSTALLATION OF ANY WORK TO AVOID ALL INTERFERENCES WITH EACH OTHER OR WITH STRUCTURAL, ELECTRICAL, PLUMBING AND MECHANICAL ARCHITECTURAL OR ANY OTHER ELEMENTS. ALL CONFLICTS SHALL BE CALLED TO THE ATTENTION OF THE ARCHITECT AND THE ENGINEER PRIOR TO THE INSTALLATION OF ANY WORK OR THE ORDERING OF ANY EQUIPMENT.*
8. *ANY INSPECTION TO BE MADE BY THE AUTHORITY HAVING JURISDICTION SHALL REQUIRE A MINIMUM OF 24 HOUR NOTICE.*
9. *PURITY TESTS ARE REQUIRED ON ALL WATER SYSTEM INSTALLATIONS. CONTRACTOR TO COORDINATE WITH THE AUTHORITY HAVING JURISDICTION.*
10. *IF THE TOP OF THE STEM OF ANY WATER GATE VALVE IS DEEPER THAN 4' BELOW FINISHED PAVEMENT GRADE, THE CONTRACTOR SHALL INSTALL A STEM EXTENSION SO THAT THE TOP OF THE STEM, WITH EXTENSION, SHALL BE NO DEEPER THAN 4' NOR SHALLOWER THAN 2' FROM FINISHED GRADE.*
11. *BACKFILL UTILITY TRENCHES PER DETAIL [C/SD/X201]*
12. *ADJUST EXISTING UTILITY LIDS TO FINISHED GRADE PER UTILITY COMPANY STANDARDS AND DETAIL [I/SD/X101] AND INSTALL TRAFFIC RATED LIDS WHERE LOCATED IN A TRAFFIC AREA.*




KEYMAP

General Notes

Blair, Church & Flynn CONSULTING ENGINEERS
Blair, Church & Flynn Consulting Engineers
451 Clovis Avenue, Suite 200
Clovis, California 93612
Tel (559) 326-1400
Fax (559) 326-1500

REGISTERED PROFESSIONAL ENGINEER — GARY D. HUSS — No. 57218 — CIVIL — STATE OF CALIFORNIA

08.30.2024 Date Signed:

Consultant

CCC SPORTS COMPLEX
STATE CENTER COMMUNITY COLLEGE DISTRICT
FRESNO, CA 93730
PHASE I

Project

UTILITY PLAN

Drawing

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INTERIORS
www.dardenarchitects.com
6790 N. West Ave. • Fresno, CA 93711 • T. 559.448.8051

LICENSED ARCHITECT — ANTONIO J. AVILA — No. C26035 — Exp. 10-31-2025 — STATE OF CALIFORNIA

Architect

| No. | Revison/Submission | Date |
|---|---|---|
| 1 | ADDENDUM 01 | 3/26/2025 |

*100% CONSTRUCTION DRAWINGS*

Revision

Know what's below. Call before you dig.

SCALE: N 1"=20'

0 5 20 40 SCALE IN FEET

| | | |
|---|---|---|
| | Designed By: | |
| Scale: AS NOTED | Drawn By: | |
| Project Number: 2175 | Checked By: | |
| Date: 09/25/24 | Reviewed By: JB | |

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SD/C602

Sheet: _____ of: _____

AD01-CX06

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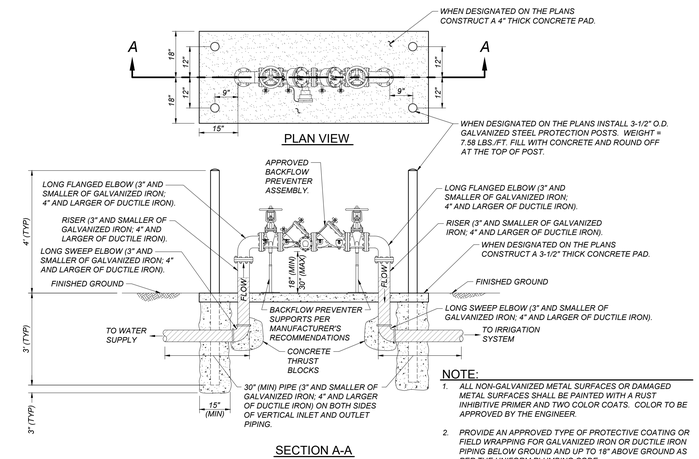
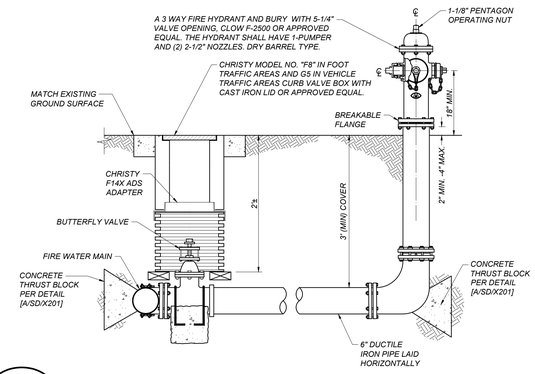


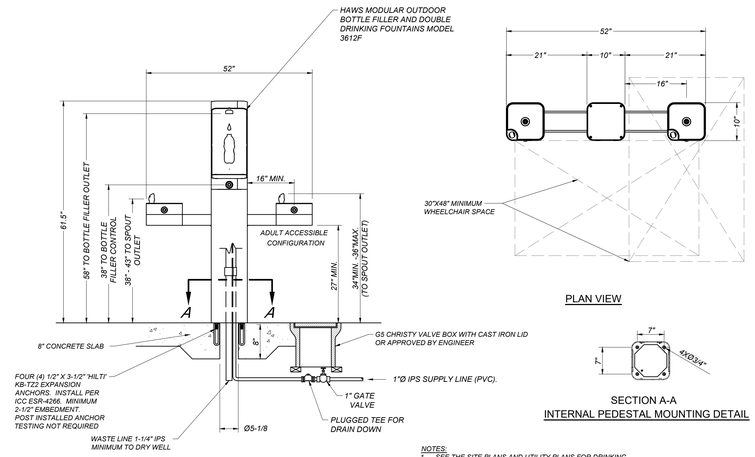

NOTE:

1. ALL NON-GALVANIZED METAL SURFACES OR DAMAGED METAL SURFACES SHALL BE PAINTED WITH A RUST INHIBITIVE PRIMER AND TWO COLOR COATS. COLOR TO BE APPROVED BY THE ENGINEER.
2. PROVIDE AN APPROVED TYPE OF PROTECTIVE COATING OR FIELD WRAPPING FOR GALVANIZED IRON OR DUCTILE IRON PIPING BELOW GROUND AND UP TO 18" ABOVE GROUND AS PER THE UNIFORM PLUMBING CODE.

A SD/X202 REDUCED PRESSURE PRINCIPLE ASSEMBLY
NOT TO SCALE



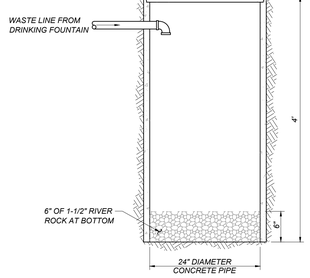

B SD/X202 FIRE HYDRANT ASSEMBLY DETAIL
NOT TO SCALE



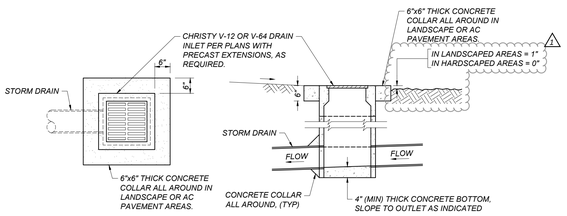

NOTES:

1. SEE THE SITE PLANS AND UTILITY PLANS FOR DRINKING FOUNTAIN LOCATIONS, AND THE LAYOUT SHOWING CONFORMANCE WITH ADA ACCESS REQUIREMENTS (30"X48" WHEELCHAIR SPACE).
2. DRINKING FOUNTAINS SHALL HAVE A POWDER-COAT FINISH, COLOR TO BE SELECTED BY THE OWNER.
3. FORWARD APPROACH WITH MINIMUM 17"CLEAR GROUND SPACE UNDER AND CENTERED ON THE UNIT REQUIRED (11B-602.2)

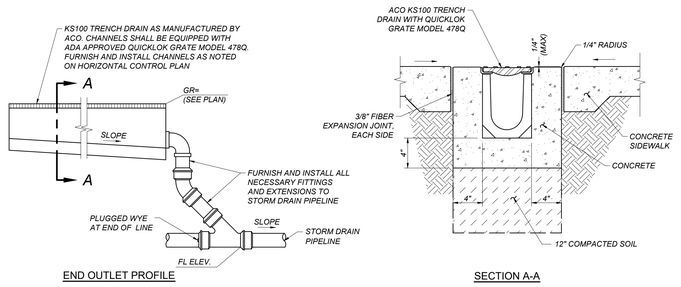
C SD/X202 DRINKING FOUNTAIN
NOT TO SCALE




D SD/X202 DRY WELL
NOT TO SCALE




E SD/X202 V-12 DRAIN INLET WITH CONCRETE COLLAR
NOT TO SCALE




F SD/X202 TRENCH DRAIN
NOT TO SCALE

DSA File No.:

DSA Application No.:
02-122242

Agency Approval

General Notes


Blair, Church & Flynn CONSULTING ENGINEERS
Blair, Church & Flynn Consulting Engineers
451 Clovis Avenue, Suite 200
Clovis, California 93612
Tel (559) 326-1400
Fax (559) 326-1500


REGISTERED PROFESSIONAL ENGINEER — ROBERT D. BLAIR — No. 67,218 — CIVIL — STATE OF CALIFORNIA

08.30.2024
Date Signed:

Consultant

CCC SPORTS COMPLEX
STATE CENTER COMMUNITY COLLEGE DISTRICT
FRESNO, CA 93730
PHASE I

Project

UTILITY DETAILS

Drawing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6790 N. West Ave. • Fresno, CA 93711 • T. 559.448.8051


LICENSED ARCHITECT — ANTONIO J. ANTICH — No. C26235 — Exp. 10-31-2025 — STATE OF CALIFORNIA

Architect

| No. | Revison/Submission | Date |
|---|---|---|
| 1 | ADDENDUM 01 | 3/26/2025 |

100% CONSTRUCTION DRAWINGS

Revision

Designed By: GB
Drawn By: DZ
Checked By: DWB
Reviewed By: JB

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Scale: AS NOTED
Project Number: 2175
Date: 09/25/24

SD/X202

Sheet: _____ of: _____

AD01-CX07

Drawing: P:\222-0445\Site\Production\Drawings\222445_sht02.dwg, Layout1 (2) - BCF.ctb
Plot by: kyawson Feb 27, 2025 - 2:33pm

## GENERAL NOTES

1. THE INTENT OF THE DRAWING AND SPECIFICATIONS IS TO CONSTRUCT THE BUILDING IN ACCORDANCE WITH THE 2022 EDITION OF TITLE 24, CALIFORNIA CODE OF REGULATIONS. CHANGES TO THE STRUCTURAL, ACCESSIBILITY OR FIRE AND LIFE-SAFETY PORTIONS OF THE APPROVED PLANS AND SPECIFICATIONS SHALL BE MADE BY AN ADDENDUM OR CONSTRUCTION CHANGE DOCUMENT AS REQUIRED IN SECTION 4-338, PART 1, TITLE 24, CCR, AND SHALL BE SUBMITTED TO AND APPROVED BY DSA PRIOR TO COMMENCEMENT OF THE WORK. DOCUMENTS SHALL BE PREPARED AND SUBMITTED TO DSA IN COMPLIANCE WITH DSA INTERPRETATION OF REGULATION IR A-6.

2. LAYOUT OF MATERIALS, EQUIPMENT AND SYSTEMS IS GENERALLY DIAGRAMMATIC UNLESS SPECIFICALLY DIMENSIONED. SOME WORK MAY BE SHOWN OFFSET FOR CLARITY. THE HVAC BUILDING PLANS HAVE BEEN PREPARED TO MATCH THE ARCHITECTURAL PLANS. IF DIFFERENCES OCCUR, THE ARCHITECTURAL PLANS ARE TO TAKE PRECEDENCE. THE ACTUAL LOCATIONS OF ALL MATERIALS, PIPING, DUCTWORK, FIXTURES, EQUIPMENT, SUPPORTS, ETC. SHALL BE CAREFULLY PLANNED, PRIOR TO INSTALLATION OF ANY WORK, TO AVOID ALL INTERFERENCE WITH EACH OTHER, OR WITH STRUCTURAL, ELECTRICAL, ARCHITECTURAL, OR OTHER ELEMENTS. ALL DUCT AND PIPE OFFSET ELBOWS FOR COORDINATION BETWEEN TRADES ARE NOT SHOWN. CONTRACTOR SHALL INCLUDE SUFFICIENT FUNDS FOR THE COORDINATION OFFSETS IN THE BID. VERIFY THE PROPER VOLTAGE AND PHASE OF ALL EQUIPMENT WITH THE ELECTRICAL PLANS. ALL CONFLICTS SHALL BE CALLED TO THE ATTENTION OF THE ARCHITECT AND THE ENGINEER PRIOR TO THE INSTALLATION OF ANY WORK OR THE ORDERING OF ANY EQUIPMENT.

3. WHEN INSTALLING DRILLED-IN ANCHORS AND/OR POWDER-DRIVEN PINS IN EXISTING NON-PRESTRESSED CONCRETE, USE CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE EXISTING REINFORCING BARS. WHEN INSTALLING THEM INTO EXISTING PRESTRESSED CONCRETE (PRE- OR POST-TENSIONED), LOCATE THE PRESTRESSED TENDONS BY USING A NON-DESTRUCTIVE METHOD PRIOR TO INSTALLATION. EXERCISE EXTREME CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE TENDONS DURING INSTALLATION. MAINTAIN A MINIMUM CLEARANCE OF ONE INCH BETWEEN THE REINFORCEMENT AND THE DRILLED-IN ANCHOR AND/OR PIN.

4. ALL MECHANICAL, PLUMBING, AND ELECTRICAL COMPONENTS SHALL BE ANCHORED AND INSTALLED PER THE DETAILS ON THE DSA APPROVED CONSTRUCTION DOCUMENTS. WHERE THERE NO DETAIL IS INDICATED, THE FOLLOWING COMPONENTS SHALL BE ANCHORED OR BRACED TO MEET THE FORCE AND DISPLACEMENT REQUIREMENTS PRESCRIBED IN THE 2022 CBC, SECTIONS 1617A.1.18 THROUGH 1617A.1.26 AND ASCE 7-16 CHAPTERS 13, 26 AND 30.

   1. ALL PERMANENT EQUIPMENT AND COMPONENTS.
   2. TEMPORARY OR MOVABLE EQUIPMENT THAT IS PERMANENTLY ATTACHED (E.G. HARD WIRED) TO THE BUILDING UTILITY SERVICES SUCH AS ELECTRICITY, GAS OR WATER.
   3. MOVABLE EQUIPMENT WHICH IS STATIONED IN ONE PLACE FOR MORE THAN 8 HOURS AND HEAVIER THAN 400 POUNDS ARE REQUIRED TO BE ANCHORED WITH TEMPORARY ATTACHMENTS.

   THE ATTACHMENT OF THE FOLLOWING MECHANICAL AND ELECTRICAL COMPONENTS SHALL BE POSITIVELY ATTACHED TO THE STRUCTURE, BUT NEED NOT BE DETAILED ON THE PLANS. THESE COMPONENTS SHALL HAVE FLEXIBLE CONNECTIONS PROVIDED BETWEEN THE COMPONENT AND ASSOCIATED DUCTWORK, PIPING, AND CONDUIT.

   A. COMPONENTS WEIGHING LESS THAN 400 POUNDS AND HAVE A CENTER MASS LOCATED 4 FEET OR LESS ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT.

   B. COMPONENTS WEIGHING LESS THAN 20 POUNDS, OR IN THE CASE OF DISTRIBUTED SYSTEMS, LESS THAN THAN 5 POUNDS PER FOOT, WHICH ARE SUSPENDED FROM A ROOF OR FLOOR OR HUNG FROM A WALL.

   FOR THOSE ELEMENTS THAT DO NOT REQUIRE DETAILS ON THE APPROVED DRAWINGS, THE INSTALLATION SHALL BE SUBJECT TO THE APPROVAL OF THE STRUCTURAL ENGINEER OF RECORD AND THE DSA DISTRICT STRUCTURAL ENGINEER. THE PROJECT INSPECTOR WILL VERIFY THAT ALL COMPONENTS AND EQUIPMENT HAVE BEEN ANCHORED IN ACCORDANCE WITH ABOVE REQUIREMENTS.

5. PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEM BRACING NOTE:

   PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEMS SHALL BE BRACED TO COMPLY WITH THE FORCES AND DISPLACEMENTS PRESCRIBED IN ASCE 7-16 SECTION 13.3 AS DEFINED IN ASCE 7-16 SECTION 13.6.5, 13.6.6, 13.6.7, 13.6.8, AND 2022 CBC, SECTIONS 1617A.1.24, 1617A.1.25, 1617A.1.26.

   THE METHOD OF SHOWING BRACING AND ATTACHMENTS TO THE STRUCTURE FOR THE IDENTIFIED DISTRIBUTION SYSTEM ARE AS NOTED BELOW. WHEN BRACING AND ATTACHMENTS ARE BASED ON A PREAPPROVED INSTALLATION GUIDE (E.G., HCAI OPM FOR 2022 CBC OR LATER), COPIES OF THE BRACING SYSTEM INSTALLATION GUIDE OR MANUAL SHALL BE AVAILABLE ON THE JOBSITE PRIOR TO THE START OF AND DURING THE HANGING AND BRACING OF THE DISTRIBUTION SYSTEMS. THE STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THE ADEQUACY OF THE STRUCTURE TO SUPPORT THE HANGER AND BRACE LOADS. MECHANICAL PIPING (MP), MECHANICAL DUCTS (MD), PLUMBING PIPING (PP):

   MP☒MD☒PP☐ OPTION 1: DETAILED ON THE APPROVED DRAWINGS WITH PROJECT SPECIFIC NOTES AND DETAILS.

   MP☐MD☐PP☐ OPTION 2: SHALL COMPLY WITH THE APPLICABLE OSHPD PRE-APPROVAL MASON WEST OPM #0043-13.

6. PENETRATIONS THROUGH FIRE RATED WALLS, FLOOR/CEILING, AND ROOF/CEILING ASSEMBLIES SHALL BE SEALED USING AN APPROVED SYSTEM CAPABLE OF PREVENTING THE PASSAGE OF FLAMES AND HOT GASES WHEN SUBJECTED TO THE REQUIREMENTS OF THE TEST STANDARD SPECIFIC TO FIRE STOPS PER 2022 CBC SECTION 714. THIS INCLUDES EXISTING PIPE AND CONDUIT THROUGH NEW ASSEMBLIES. CUSTOM DESIGNED SYSTEMS WHICH COMBINE COMPONENTS FROM DIFFERENT APPROVED SYSTEMS BUT HAVE NOT BEEN TESTED AS A COMPLETE ASSEMBLY WILL NOT BE ACCEPTABLE. FOR FIRE STOPS FOR PIPE PENETRATIONS SEE SPECIFICATIONS.

7. DUCTWORK SIZES SHOWN ARE INSIDE CLEAR DIMENSIONS. WHERE ACOUSTIC LINING IS SHOWN, INCREASE EACH SHEET METAL DIMENSION TO ACCOMMODATE LINING & MAINTAIN CLEAR INSIDE DUCT DIMENSIONS SHOWN.

8. SA DUCTWORK SHALL BE 1" PRESSURE CLASS, AND RA & EA DUCTWORK SHALL 1" PRESSURE CLASS UNLESS OTHERWISE NOTED.

**EXHAUST FAN SCHEDULE**

| DESIGNATION | EF 1 | EF 2 | EF 3 | EF 4 |
|---|---|---|---|---|
| CFM | 500 | 500 | 1400 | 200 |
| EXT. S.P. (IN. WC) | 0.2 | 0.33 | 0.2 | 0.2 |
| HP / BHP | 1/10 / 0.06 | 1/10 / 0.06 | 3/4 / 0.13 | 1/10 / 0.02 |
| VOLTS / PHASE | 115/1 | 115/1 | 115/1 | 115/1 |
| MCA / MOP (AMPS) | 2 / 15 | 2 / 15 | 11 / 20 | 2 / 15 |
| FLA (AMPS) | 1.4 | 1.4 | 8.8 | 1.4 |
| RPM | 1279 | 1424 | 1138 | 974 |
| TIP SPEED/ SONES | 3.641 / 5.3 | 4054 / 6.4 | 3909 / 5.7 | 2773 / 2.7 |
| DRIVE | DIRECT | DIRECT | DIRECT | DIRECT |
| MOUNTING | CURB | CURB | ATTIC | ATTIC |
| MANUFACTURER | GREENHECK | GREENHECK | GREENHECK | GREENHECK |
| TYPE | DOWNBLAST | DOWNBLAST | IN-LINE | IN-LINE |
| MODEL NUMBER | G-090-VG | G-090-VG | SQ-130-VG | SQ-90-VG |
| CONTROL | VARI-GREEN | VARI-GREEN | VARI-GREEN | VARI-GREEN |
| LOCATION | ROOF | ROOF | [101] | [112] |
| OPER. WT. (LBS) | 74 | 74 | 78 | 45 |
| ACCESSORIES | 1,4 | 2,4 | 3,4 | 3 |

1. INTERLOCK EF-1 WITH HP-1
2. INTERLOCK EF-2 WITH HP-2
3. CONTINUOUS OPERATION
4. FACTORY ROOF CURB, SLOPED TO MATCH ROOF

**GRILLE SCHEDULE**

| MARK | DUTY | DESCRIPTION |
|---|---|---|
| A | CEILING SUPPLY | TITUS TDC (TYPE 3) FULL LOUVER FACE, ROUND OR RECTANGULAR NECK DIFFUSER FOR STD. LAY-IN CEILING WITH NO. 26 WHITE FINISH. (18"x18" NECK, ADAPTER SIZE SHOWN) |
| B | CEILING RETURN OR EXHAUST | TITUS MODEL 350RL STEEL RETURN GRILLE WITH 35° DEFLECTION BLADES AT 3/4" SPACING AND NO. 26 WHITE FINISH. |
| C | CEILING RETURN OR EXHAUST | TITUS CORE 50F (TYPE 3) ALUMINUM EGG CRATE REGISTER WITH 1/2"x1/2" GRID FOR STD. LAY-IN CEILING WITH NO. 26 WHITE FINISH. |
| D | CEILING SUPPLY | TITUS TDC (TYPE 1) LOUVER FACE SQUARE OR RECTANGULAR NECK DIFFUSER FOR SURFACE MOUNTING WITH O.B.D., AND NO. 26 OFF-WHITE FINISH. |

**PACKAGE HEAT PUMP SCHEDULE**

| | DESIGNATION | HP 1 | HP 2 | HP 3 |
|---|---|---|---|---|
| | VOLTS/PHASE | 460/3 | 460/3 | 460/3 |
| | F.L.A. / MCA | 13.0 / 36 | 10.0 / 21 | 13.0 / 36 |
| | M.O.C.P. | 40 | 25 | 40 |
| | SEER/EER @ AHRI | - | 17.0 / 8.99 | - |
| | EER/IEER @ AHRI | 11.0 / 15.0 | - | 11.0 / 15.0 |
| BLOWER | SUPPLY AIR (CFM) | 2,150 | 1,400 | 2,150 |
| BLOWER | EXT. SP (IN. WC) | 1.42" | 1.25" | 1.42" |
| BLOWER | MIN. O.S.A. (CFM) | 830 | 285 | 830 |
| BLOWER | BHP | 1.36 | 0.82 | 1.36 |
| BLOWER | RPM | 2331 | 1967 | 2331 |
| BLOWER | DRIVE | DIRECT - ECOBLUE | DIRECT - ECOBLUE | DIRECT - ECOBLUE |
| COOLING | SENSIBLE (MBH) | 67.61 | 35.05 | 67.61 |
| COOLING | TOTAL (MBH) | 67.61 | 40.62 | 67.61 |
| COOLING | EADB/EAWB (°F) | 105 / 70 | 105 / 70 | 105 / 70 |
| COOLING | AMBIENT AIR (°F) | 75.0 | 75.0 | 75.0 |
| COOLING | UNIT DISCH. TEMP (°F) | 58.1 | 58.7 | 58.1 |
| COOLING | REFRIG. TYPE / CLASS | R-454B / A2L | R-454B / A2L | R-454B / A2L |
| HEATING | CAPACITY @ 47 DEG. (MBH) | 49.98 | 32.89 | 49.98 |
| HEATING | HSPF / COP | - / 3.6 | 8.7 / 3.7 | - / 3.6 |
| HEATING | AUXILIARY ELEC. (KW) | 12.9 | 5.5 | 12.9 |
| HEATING | NO. OF STAGES | 1 | 1 | 1 |
| POWER EXH. | F.L.A. / MCA | 2.4 / 3.0 | 1.2 / 1.5 | 2.4 / 3.0 |
| POWER EXH. | MOCP | 5.4 | 2.7 | 5.4 |
| FILTERS | QUANTITY/SIZE | 4 / 16"X16"X2" | 4 / 16"X16"X2" | 4 / 16"X16"X2" |
| FILTERS | MERV RATING | MERV-13 | MERV-13 | MERV-13 |
| FILTERS | P D (IN WC) | | | |
| | MANUFACTURER | CARRIER | CARRIER | CARRIER |
| | TYPE | HEAT PUMP | HEAT PUMP | HEAT PUMP |
| | MODEL NUMBER | 50FCQM07A2M6 | 50GEQJ05A2M6 | 50FCQM07A2M6 |
| | LOCATION | ROOF | ROOF | ROOF |
| | OPER. WT (LBS) | 826 | 813 | 826 |
| | ACCESSORIES | 1, 2, 3, 4, 5, 6 | 1, 2, 3, 4, 5, 6 | 1, 2, 3, 4, 5, 6 |

1. PROVIDE WITH TITLE 24 COMPLIANT LOW-LEAK MODULATING ECONOMIZER & MODULATING POWERED EXHAUST.
2. POWER EXHAUST REQUIRES SEPARATE POWER
3. PROVIDE WITH ZONE TEMPERATURE SENSOR
4. PROVIDE WITH FACTORY-INSTALLED DISCONNECT SWITCH, PHASE MONITOR, AND 120V SERVICE OUTLET.
5. EMS CONTRACTOR TO PROVIDE METASYS INTEGRATION WITH FIELD CONTROLLER
6. MANUFACTURER TO PROVIDE FACTORY OUTSIDE AIR MONITORING STATION.

**INDOOR UNIT SCHEDULE**

| | DESIGNATION | IDU 1 | IDU 2 |
|---|---|---|---|
| BLOWER | SUPPLY AIR (CFM) | 700 | 700 |
| BLOWER | EXT. SP (IN. WC) | N/A | N/A |
| BLOWER | MIN. O.S.A. (CFM) | N/A | N/A |
| BLOWER | MCA/MOCP | 1.0 / 15 | 1.0 / 15 |
| BLOWER | FLA | 0.36 | 0.36 |
| BLOWER | VOLTS/PHASE | 208/1 | 208/1 |
| BLOWER | SEER / EER | 21.4 / 12.2 | 21.4 / 12.2 |
| COOLING | SENSIBLE (MBH) | 24.0 | 24.0 |
| COOLING | TOTAL (MBH) | 24.0 | 24.0 |
| COOLING | EADB/EAWB (°F) | 80/67 | 80/67 |
| COOLING | REFRIGERANT | R-454B | R-454B |
| HEATING | TOTAL (MBH) | 28.0 | 28.0 |
| HEATING | HSPF / COP | 11.0 / 4.35 | 11.0 / 4.35 |
| FILTER | QUANTITY/SIZE | FACTORY | FACTORY |
| FILTER | TYPE | FACTORY | FACTORY |
| FILTER | P D (IN. WC) | N/A | N/A |
| | MANUFACTURER | MITSUBISHI | MITSUBISHI |
| | TYPE | WALL MOUNT | WALL MOUNT |
| | MODEL NUMBER | PKA-AK24NL | PKA-AK24NL |
| | CONDENSING UNIT | ODU 1 | ODU 2 |
| | LOCATION | DATA | ELECTRICAL |
| | OPER. WT (LBS) | 51 | 51 |
| | ACCESSORIES | 1, 2, 3 | 1, 2, 3 |

1. IDU POWERED BY ODU
2. WIRED SIMPLE WALL CONTROLLER
3. FACTORY CONDENSATE PUMP (POWERED BY IDU) W/ OVERFLOW SAFETY SWITCH
4. PROVIDE WITH BACNET MSTP INTERFACE CARD.

NOTE: HIGH PROBABILITY SYSTEM PER CMC 1103.2 IN REGARDS TO REFRIGERANT.

**OUTDOOR UNIT SCHEDULE**

| DESIGNATION | ODU 1 | ODU 2 |
|---|---|---|
| COOLING CAPACITY (MBH) | 24.0 | 24.0 |
| HEATING CAPACITY (MBH) | 28.0 | 28.0 |
| NOMINAL TONS | 2.0 | 2.0 |
| VOLTS/PHASE | 208-230/1 | 208-230/1 |
| FLA | 7.4 | 7.4 |
| MCA / MOCP | 22 / 37 | 22 / 37 |
| SEER / EER (AT AHRI) | 21.4 / 12.2 | 21.4 / 12.2 |
| COP (AT 47°F) | 4.35 | 4.35 |
| AMBIENT (°F) | 105 | 105 |
| REFRIG. LINE SIZE | | |
| LIQUID (IN.OD) | 3/8 | 3/8 |
| GAS (IN.OD) | 5/8 | 5/8 |
| REFRIG. TYPE / CLASS | R-454B / A2L | R-454B / A2L |
| MANUFACTURER | MITSUBISHI | MITSUBISHI |
| TYPE | HEAT PUMP | HEAT PUMP |
| MODEL NUMBER | PUZ-AH24NL | PUZ-AH24NL |
| SERVICE | IDU 1 | IDU 2 |
| OPER. WT (LBS) | 155 | 155 |
| ACCESSORIES | 1 | 1 |

1. ELECTRICAL CONTRACTOR TO PROVIDE INTERLOCK POWER WIRING.

**AIR CONDITIONING LEGEND**

| SYMBOL | ITEM | ABBR |
|---|---|---|
| | ROUND DUCT | Ø |
| | FLAT OVAL DUCT | ⇔ |
| | SHEET METAL DUCT | — |
| | ACOUSTIC LINING FOR DUCT OR GRILLES | (L) |
| | DUCT W/EXT INSULATION & GALV. SM SUNSHIELD | — |
| | SUPPLY AIR DUCT DROP | — |
| | RETURN AIR DUCT DROP | — |
| | EXHAUST DUCT AIR DROP | — |
| | SUPPLY AIR DUCT RISE | — |
| | RETURN AIR DUCT RISE | — |
| | EXHAUST AIR DUCT RISE | — |
| | TURNING VANES | TV |
| | EXTRACTOR | — |
| | VOLUME CONTROL DAMPER W/LOCKING QUADRANT | VCD |
| | OPPOSED BLADE DAMPER | OBD |
| | BACKDRAFT DAMPER | BDD |
| & | VOLUME CONTROL DAMPER W/ REMOTE REGULATOR | VCR |
| & | FIRE/SMOKE DAMPER WITH ACCESS PANEL | F/SD |
| & | FIRE DAMPER WITH ACCESS PANEL | FD |
| & | SMOKE DAMPER WITH ACCESS PANEL | SD |
| CFM | CUBIC FEET OF AIR PER MINUTE | CFM |
| M | EMS MOTORIZED DUCT DAMPER/ PIPE VALVE ACTUATOR | — |
| T | THERMOSTAT @ +4'-0" AFF MAX TOP OF BOX | T'STAT |
| H | HUMIDISTAT @ +4'-0" TOP OF BOX | H'STAT |
| C | $CO_2$ SENSOR @ +4'-0" TOP OF BOX | $CO_2$ |
| T | EMS TEMPERATURE SENSOR @ +4'-0" TOP OF BOX | — |
| H | EMS HUMIDITY SENSOR @ +4'-0" TOP OF BOX | — |
| C | EMS $CO_2$ SENSOR @ +4'-0" TOP OF BOX | $CO_2$ |
| SP | EMS STATIC PRESSURE SENSOR | SP |
| DP | EMS DIFFERENTIAL PRESSURE SENSOR | DP |
| CS | EMS CURRENT SENSOR | CS |
| | DIRECTION OF FLOW | — |
| | SUPPLY AIR | SA |
| | RETURN AIR | RA |
| | EXHAUST AIR | EA |
| | OUTSIDE AIR | OSA |
| | PIPE/DUCT TURN DOWN | — |
| | PIPE/DUCT TURN UP | — |
| | POINT OF CONNECTION | POC |
| | EXISTING (DESIGNATED) | (E) |
| | NEW (DESIGNATED) | (N) |
| SD | DUCT SMOKE DETECTOR | SD |
| A/V | AUDIBLE/VISUAL ALARM | A/VA |
| | BYPASS TIMER | BPT |
| —EMS— | ENERGY MANAGEMENT SYSTEM CABLE IN CONDUIT | EMS |

**TITLE 24 ACCEPTANCE TESTING TABLE**

| | DESIGNATION | HP 1 | HP 2 | HP 3 | IDU 1 | IDU 2 |
|---|---|---|---|---|---|---|
| FORM / TITLE | NRCA-MCH-02-A OUTDOOR AIR. | X | X | X | X | X |
| FORM / TITLE | NRCA-MCH-03-A CONSTANT VOLUME SINGLE ZONE HVAC. | X | X | X | X | X |
| FORM / TITLE | NRCA-MCH-04-A AIR DISTRIBUTION DUCT LEAKAGE. | | | | | |
| FORM / TITLE | NRCA-MCH-05-A AIR ECONOMIZER CONTROLS. | X | X | X | | |
| FORM / TITLE | NRCA-MCH-06-A DEMAND CONTROL VENTILATION SYSTEMS. | X | | X | | |
| FORM / TITLE | NRCA-MCH-07-A SUPPLY FAN VARIABLE FLOW CONTROLS. | | | | | |
| FORM / TITLE | NRCA-MCH-08-A VALVE LEAKAGE TEST. | | | | | |
| FORM / TITLE | NRCA-MCH-09-A SUPPLY WATER TEMPERATURE RESET CONTROLS. | | | | | |
| FORM / TITLE | NRCA-MCH-10-A HYDRONIC SYSTEM VARIABLE FLOW CONTROLS. | | | | | |
| FORM / TITLE | NRCA-MCH-11-A AUTOMATIC DEMAND SHED CONTROLS. | | | | | |
| FORM / TITLE | NRCA-MCH-12-A FDD FOR PACKAGED DIRECT EXPANSION UNITS. | X | X | X | | |
| FORM / TITLE | NRCA-MCH-13-A AUTOMATIC FDD FOR AIR HANDLING UNITS AND ZONE TERMINAL UNITS. | | | | | |
| FORM / TITLE | NRCA-MCH-14-A DISTRIBUTED ENERGY STORAGE DX AC SYSTEMS. | | | | | |
| FORM / TITLE | NRCA-MCH-15-A THERMAL ENERGY STORAGE (TES) SYSTEM. | | | | | |
| FORM / TITLE | NRCA-MCH-16-A SUPPLY AIR TEMPERATURE RESET CONTROLS. | | | | | |
| FORM / TITLE | NRCA-MCH-17-A CONDENSER WATER TEMPERATURE RESET CONTROLS. | | | | | |
| FORM / TITLE | NRCA-MCH-18-A ENERGY MANAGEMENT CONTROL SYSTEMS. | | | | | |
| FORM / TITLE | NRCA-MCH-19-A OCCUPANCY SENSOR CONTROLS. | | | | | |
| FORM / TITLE | NRCA-MCH-20 MULTI-FAMILY VENTILATION. | | | | | |
| FORM / TITLE | NRCA-MCH-21 MULTI-FAMILY ENVENLOPE LEAKAGE. | | | | | |
| FORM / TITLE | NRCA-MCH-22-A MF DUCT LEAKAGE. | | | | | |
| FORM / TITLE | NRCA-MCH-23-A MF HRV/ERV VERIFICATION. | | | | | |

1. REFER TO TITLE-24 DOCUMENTS FOR ADDITIONAL INFORMATION.
2. NRCA MUST BE SUMBITTED AND COMPLETED BY A CERTIFIED ACCEPTANCE TEST TECHNICIAN TO COMPLY WITH CALIFORNIA ENERGY CODE.
3. SUBMIT ACCEPTANCE FORMS TO PROJECT INSPECTOR & MEOR FOR REVIE

DSA File No.:

DSA Application No.:

Agency Approval

General Notes


LAWRENCE ENGINEERING GROUP
4910 S. Clinton Way., Suite 101
(559) 431-0101
23165
FAX (559) 431-1342


REGISTERED PROFESSIONAL ENGINEER — ANTONY W. CASTRO — M34644 — Exp. 6-30-26 — MECHANICAL — STATE OF CALIFORNIA

Consultant

CCC Sports Complex
State Center Community College District
Fresno, CA 93730

Project

MECHANICAL SCHEDULES

Drawing


darden architects
ARCHITECTURE PLANNING INTERIORS
www.dardenarchitects.com
6790 N. West Ave. • Fresno, CA 93711 • T. 559.448.8051


LICENSED ARCHITECT — ANTONIO J. ALVA — No. C26235 — Renewal: 10-31-25 — STATE OF CALIFORNIA

Architect

| No. | Revision/Submission | Date |
|---|---|---|
| 1 | ADDENDUM 01 | 3/20/2025 |

Revision

Designed By: LEG
Drawn By: LEG
Checked By: RC
Reviewed By: RC

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Scale: NO SCALE
Project Number: 2175
Date: 01/24/2025

X/M201

Sheet: _____ of: _____

AD01-MX01

20 March, 2025 4:50 PM p:\2023\23165 ccc sports complex\4-drawings\4 M\M201 Mechanical Schedules.dwg chris

## (N) PANEL 4P

**BUS RATING:** 200A 277/480V, 3PH, 4W
**MAIN:** 200A MAIN LUG ONLY
**SPACES:** 42 FULL SIZE BOLT-ON CB SPACES
**AIC RATING:** 30 KAIC PANEL

SURFACE MOUNT, NEMA 1
LOCATION: ELECTRICAL ROOM 117
WITH EQUIPMENT GND BUS
PANEL FED FROM "MDP"

| CKT %WD | DIST (FT) | NOTES | LOAD TYPE | CKT | DESCRIPTION | TRIP | POLES | COND SIZE | PHASE A | PHASE B | PHASE C | COND SIZE | POLES | TRIP | DESCRIPTION | CKT | LOAD TYPE | NOTES | DIST (FT) | CKT %WD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0.22% | 50 | | M | 1 | HEAT PUMP HP-1 | 40 | 3 | 8 | 4268 | | | - | 3 | XX | SPARE | 2 | | | | |
| 0.22% | 50 | | M | 3 | " | - | - | 8 | 360 | 4268 | | - | - | - | " | 4 | | | | |
| 0.22% | 50 | | M | 5 | " | - | - | 8 | | 360 | 4268 | - | - | - | " | 6 | | | | |
| 0.13% | 40 | | M | 7 | HEAT PUMP HP-2 | 25 | 3 | 8 | 3104 | | | | | - | SPACE | 8 | | | | |
| 0.13% | 40 | | M | 9 | " | - | - | 8 | 360 | 3104 | | | | - | SPACE | 10 | | | | |
| 0.13% | 40 | | M | 11 | " | - | - | 8 | | 360 | 3104 | | | - | SPACE | 12 | | | | |
| 0.15% | 35 | | M | 13 | HEAT PUMP HP-3 | 40 | 3 | 8 | 4268 | | | | | - | SPACE | 14 | | | | |
| 0.15% | 35 | | M | 15 | " | | - | 8 | 360 | 4268 | | | | - | SPACE | 16 | | | | |
| 0.15% | 35 | | M | 17 | " | | - | 8 | | 360 | 4268 | | | - | SPACE | 18 | | | | |
| 0.06% | 25 | | L | 19 | LCP | 20 | 1 | 12 | 500 | | | | | - | SPACE | 20 | | | | |
| 0.49% | 175 | | L | 21 | EXT. LIGHTING | 20 | 1 | 12 | 360 | 548 | | | | - | SPACE | 22 | | | | |
| | | | | 23 | SPACE | - | | | | 360 | | | | - | SPACE | 24 | | | | |
| | | | | 25 | SPACE | - | | | | | | | | - | SPACE | 26 | | | | |
| | | | | 27 | SPACE | - | | | | | | | | - | SPACE | 28 | | | | |
| | | | | 29 | SPACE | - | | | | | | | | - | SPACE | 30 | | | | |
| | | | | 31 | SPACE | - | | | | | | | | - | SPACE | 32 | | | | |
| | | | | 33 | SPACE | - | | | | | | | | - | SPACE | 34 | | | | |
| | | | | 35 | SPACE | - | | | | | | | | - | SPACE | 36 | | | | |
| | | | | 37 | SPACE | - | | | | | | | | - | SPACE | 38 | | | | |
| | | | | 39 | SPACE | - | | | | | | | | - | SPACE | 40 | | | | |
| | | | | 41 | SPACE | - | | | | | | | | - | SPACE | 42 | | | | |

| | | | |
|---|---|---|---|
| CON: | 12140 | 12188 | 11640 |
| 25%: | 125 | 137 | 0 |
| SUB: | 0 | 0 | 0 |
| TOT: | 12265 | 12325 | 11640 |
| AMPS | 44 | 44 | 42 |

PANEL SCHEDULE NOTES:

| LOAD (VA) | LOAD TYPE | LEGEND |
|---|---|---|
| 0 | R | RECEPTACLE |
| 1048 | L | LIGHTING (125% OF CONNECTED LOAD CEC 215.2) |
| 34918.8 | M | MECHANICAL |
| 0 | K | KITCHEN APPLIANCE |
| 0 | N | NON-CONTINUOUS MISC. |
| 0 | C | CONTINUOUS MISC. (125% OF CONNECTED LOAD CEC 215.2) |

## (N) PANEL MDP

**BUS RATING:** 600A 277/480V, 3PH, 4W
**MAIN:** 600A 3P MAIN CIRCUIT BREAKER
**SPACES:** 42 FULL SIZE BOLT-ON CB SPACES
**AIC RATING:** 65 KAIC PANEL

SURFACE MOUNT, NEMA 1
LOCATION: ELECTRICAL ROOM 117
WITH EQUIPMENT GND BUS
I-LINE STYLE DIST. PANEL FED FROM SWBRD. "MSB"

| CKT %WD | DIST (FT) | NOTES | LOAD TYPE | CKT | DESCRIPTION | TRIP | POLES | COND SIZE | PHASE A | PHASE B | PHASE C | COND SIZE | POLES | TRIP | DESCRIPTION | CKT | LOAD TYPE | NOTES | DIST (FT) | CKT %WD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | N | 1 | SPD | 60 | 3 | 6 | 4070 | | | (F)10 | 3 | 20 | SPARE FOR (F) SPORTS FIELD LIGHT POLE 1 | 2 | L | | | |
| | | | N | 3 | " | - | 3 | 6 | | 4070 | | (F)10 | - | - | " | 4 | L | | | |
| | | | N | 5 | " | - | 3 | 6 | | | 4070 | (F)10 | - | - | " | 6 | L | | | |
| 0.01% | 10 | | N | 7 | PANEL 4P | 200 | 3 | 3/0 | 12265 | | | (F)10 | 3 | 20 | SPARE FOR (F) SPORTS FIELD LIGHT POLE 2 | 8 | L | | | |
| 0.01% | 10 | | N | 9 | " | - | 3 | 3/0 | 4070 | 12325 | | (F)10 | - | - | " | 10 | L | | | |
| 0.01% | 10 | | N | 11 | " | - | 3 | 3/0 | | 4070 | 11640 | (F)10 | - | - | " | 12 | L | | | |
| 0.05% | 35 | | N | 13 | XFRMR T-2-1 / PANEL 2P | 225 | 3 | 4/0 | 19513 | | 4070 | (F)10 | 3 | 20 | SPARE FOR (F) SPORTS FIELD LIGHT POLE 3 | 14 | L | | | |
| 0.07% | 35 | | N | 15 | " | | 3 | 4/0 | 4070 | 25886 | | (F)10 | - | - | " | 16 | L | | | |
| 0.06% | 35 | | N | 17 | " | | 3 | 4/0 | | 4070 | 21603 | (F)10 | - | - | " | 18 | L | | | |
| | | | C | 19 | SPARE FOR (F) SPORTS FIELD SCOREBOARD | 200 | 3 | (F)3/0 | 37500 | | 4070 | (F)8 | 3 | 20 | SPARE FOR (F) SPORTS FIELD LIGHT POLE 4 | 20 | L | | | |
| | | | C | 21 | " | - | 3 | (F)3/0 | 4070 | 37500 | | (F)8 | - | - | " | 22 | L | | | |
| | | | C | 23 | " | - | 3 | (F)3/0 | | 4070 | 37500 | (F)8 | - | - | " | 24 | L | | | |
| | | | | 25 | SPACE | - | | | 22170 | | 4070 | (F)2 | 3 | 100 | SPARE FOR (F) CONCESSIONS BLDG. | 26 | N | | | |
| | | | | 27 | SPACE | - | | | 4070 | 22170 | | (F)2 | - | - | " | 28 | N | | | |
| | | | | 29 | SPACE | - | | | | 4070 | 22170 | (F)2 | - | - | " | 30 | N | | | |
| | | | | 31 | SPACE | - | | | | | | | 3 | 100 | SPARE | 32 | | | | |
| | | | | 33 | SPACE | - | | | | | | | - | - | " | 34 | | | | |
| | | | | 35 | SPACE | - | | | | | | | - | - | " | 36 | | | | |
| | | | | 37 | SPACE | - | | | | | | | 3 | 100 | SPARE | 38 | | | | |
| | | | | 39 | SPACE | - | | | | | | | - | - | " | 40 | | | | |
| | | | | 41 | SPACE | - | | | | | | | - | - | " | 42 | | | | |

| | | | |
|---|---|---|---|
| CON: | 107728 | 114161 | 109192 |
| 25%: | 13445 | 13445 | 13445 |
| SUB: | 0 | 0 | 0 |
| TOT: | 121173 | 127606 | 122637 |
| AMPS | 437 | 461 | 443 |

PANEL SCHEDULE NOTES:

| LOAD (VA) | LOAD TYPE | LEGEND |
|---|---|---|
| 16365 | R | RECEPTACLE |
| 2055 | L | LIGHTING (125% OF CONNECTED LOAD CEC 215.2) |
| 10140 | M | MECHANICAL |
| 0 | K | KITCHEN APPLIANCE |
| 169740.55 | N | NON-CONTINUOUS MISC. |
| 112500 | C | CONTINUOUS MISC. (125% OF CONNECTED LOAD CEC 215.2) |

## (N) PANEL 4E1

**BUS RATING:** 200A 277/480V, 3PH, 4W
**MAIN:** 90A MAIN CIRCUIT BREAKER
**SPACES:** 42 FULL SIZE BOLT-ON CB SPACES
**AIC RATING:** 36 KAIC PANEL

SURFACE MOUNT, NEMA 1
LOCATION: ELECTRICAL ROOM 117
WITH EQUIPMENT GND BUS
PANEL FED FROM "EMDP"

| CKT %WD | DIST (FT) | NOTES | LOAD TYPE | CKT | DESCRIPTION | TRIP | POLES | COND SIZE | PHASE A | PHASE B | PHASE C | COND SIZE | POLES | TRIP | DESCRIPTION | CKT | LOAD TYPE | NOTES | DIST (FT) | CKT %WD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0.04% | 35 | | N | 1 | XFRMR T-2-E1 / PANEL 2E1 | 70 | 3 | 4 | 2926 | | | (F)12 | 3 | 20 | SPARE FOR (F) SPORTS FIELD EM LIGHTING POLE 1 & 2 | 2 | L | | | |
| 0.07% | 35 | | N | 3 | " | - | - | 4 | 360 | 4992 | | (F)12 | - | - | " | 4 | L | | | |
| 0.06% | 35 | | N | 5 | " | - | - | 4 | | 360 | 4031 | (F)12 | - | - | " | 6 | L | | | |
| 0.09% | 105 | | L | 7 | EXTERIOR LIGHTING | 20 | 1 | 12 | 174 | | 360 | (F)12 | 3 | 20 | SPARE FOR (F) SPORTS FIELD EM LIGHTING POLE 3 & 4 | 8 | L | | | |
| 0.13% | 240 | | L | 9 | EXTERIOR LIGHTING | 20 | 1 | 12 | 180 | 106 | | (F)12 | - | - | " | 10 | L | | | |
| | | | | 11 | SPACE | - | | | | 180 | 180 | (F)12 | - | - | " | 12 | L | | | |
| | | | | 13 | SPACE | - | | | | | | | | - | SPACE | 14 | | | | |
| | | | | 15 | SPACE | - | | | | | | | | - | SPACE | 16 | | | | |
| | | | | 17 | SPACE | - | | | | | | | | - | SPACE | 18 | | | | |
| | | | | 19 | SPACE | - | | | | | | | | - | SPACE | 20 | | | | |
| | | | | 21 | SPACE | - | | | | | | | | - | SPACE | 22 | | | | |
| | | | | 23 | SPACE | - | | | | | | | | - | SPACE | 24 | | | | |
| | | | | 25 | SPACE | - | | | | | | | | - | SPACE | 26 | | | | |
| | | | | 27 | SPACE | - | | | | | | | | - | SPACE | 28 | | | | |
| | | | | 29 | SPACE | - | | | | | | | | - | SPACE | 30 | | | | |
| | | | | 31 | SPACE | - | | | | | | | | - | SPACE | 32 | | | | |
| | | | | 33 | SPACE | - | | | | | | | | - | SPACE | 34 | | | | |
| | | | | 35 | SPACE | - | | | | | | | | - | SPACE | 36 | | | | |
| | | | | 37 | SPACE | - | | | | | | | | - | SPACE | 38 | | | | |
| | | | | 39 | SPACE | - | | | | | | | | - | SPACE | 40 | | | | |
| | | | | 41 | SPACE | - | | | | | | | | - | SPACE | 42 | | | | |

| | | | |
|---|---|---|---|
| CON: | 3640 | 5638 | 4571 |
| 25%: | 179 | 162 | 135 |
| SUB: | 0 | 0 | 0 |
| TOT: | 3819 | 5800 | 4706 |
| AMPS | 14 | 21 | 17 |

PANEL SCHEDULE NOTES:

| LOAD (VA) | LOAD TYPE | LEGEND |
|---|---|---|
| 0 | R | RECEPTACLE |
| 1900 | L | LIGHTING (125% OF CONNECTED LOAD CEC 215.2) |
| 0 | M | MECHANICAL |
| 0 | K | KITCHEN APPLIANCE |
| 11949 | N | NON-CONTINUOUS MISC. |
| 0 | C | CONTINUOUS MISC. (125% OF CONNECTED LOAD CEC 215.2) |

## (N) PANEL 2P

**BUS RATING:** 600A 120/208V, 3PH, 4W
**MAIN:** MLO MAIN LUG ONLY
**SPACES:** 66 FULL SIZE BOLT-ON CB SPACES
**AIC RATING:** 10 KAIC PANEL

SURFACE MOUNT, NEMA 1
LOCATION: ELECTRICAL ROOM 117
WITH EQUIPMENT GND BUS
PANEL FED FROM XFRMR "T-2-1"/PNL "4P"

| CKT %WD | DIST (FT) | NOTES | LOAD TYPE | CKT | DESCRIPTION | TRIP | POLES | COND SIZE | PHASE A | PHASE B | PHASE C | COND SIZE | POLES | TRIP | DESCRIPTION | CKT | LOAD TYPE | NOTES | DIST (FT) | CKT %WD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | N | 1 | SPD | 30 | 3 | 10 | | | | 1 | 20 | | SPARE | 2 | | | | |
| | | | N | 3 | " | - | - | 10 | | 8320 | | 4/0 | 2 | 100 | PANEL PB, PRESS BOX | 4 | N | | 580 | 2.35% |
| | | | N | 5 | " | - | - | 10 | | | 8320 | 4/0 | - | - | " | 6 | N | | 580 | 2.35% |
| | | | R | 7 | SPARE FOR (F) FOOD TRCK RECEPT. | 50 | 2 | (F)8 | 4160 | | | (F)8 | 2 | 50 | SPARE FOR (F) TICKET BOOTH | 8 | | | | |
| | | | R | 9 | " | - | - | (F)8 | 4160 | 4160 | | (F)8 | - | - | | 10 | | | | |
| 1.61% | 65 | | R | 11 | ELEC 117, DATA 118, ROOF | 20 | 1 | 12 | | | 900 | 1070 | 12 | 1 | 20 | INT. LIGHTING | 12 | L | | 90 | 2.65% |
| 1.92% | 50 | | R | 13 | STORAGE 111, TEAM ROOM 115, RR 116, SCS-1, ETP-2 | 20 | 1 | 12 | 1395 | | | | 12 | 1 | 20 | INT. LIGHTING | 14 | L | | 90 | 2.44% |
| 0.97% | 25 | | N | 15 | ICE MACHINE | 20 | 1 | 12 | 985 | 1416 | | | 1 | 20 | SPARE | 16 | | | | |
| 0.47% | 20 | | N | 17 | ICE MACHINE | 20 | 2 | 12 | | | 1477 | 1000 | 12 | 1 | 20 | TRAINING ROOM 110, CORRIDOR 107, EPT-1 | 18 | R | | 65 | 1.79% |
| 0.47% | 20 | | N | 19 | " | 20 | - | 12 | 1477 | | | | 12 | 1 | 20 | COMBINATION UNIT | 20 | N | | 60 | 1.65% |
| 0.41% | 15 | | C | 21 | HYDROCULLATOR | 20 | 1 | 12 | 1000 | | | | 12 | 1 | 20 | THERAPY TABLE | 22 | N | | 60 | 0.99% |
| 0.46% | 20 | | N | 23 | WHIRLPOOL | 20 | 1 | 12 | 600 | | 828 | 600 | 12 | 1 | 20 | THERAPY TABLE | 24 | N | | 60 | 0.99% |
| 0.35% | 35 | | R | 25 | TRAINING ROOM KITCHENETTE | 20 | 1 | 12 | 360 | | | | 12 | 1 | 20 | THERAPY TABLE | 26 | N | | 65 | 1.07% |
| 1.16% | 35 | | N | 27 | MICROWAVE | 20 | 1 | 12 | 600 | 1200 | | | 12 | 1 | 20 | THERAPY TABLE | 28 | N | | 65 | 1.07% |
| 0.58% | 35 | | N | 29 | U/C REFRIGERATOR | 20 | 1 | 12 | | 600 | 600 | 1440 | 12 | 1 | 20 | OFFICE 108, OFFICE 109 | 30 | R | | 65 | 2.57% |
| 1.13% | 50 | | R | 31 | LAUNDRY ROOM 112, ETP-1 | 20 | 1 | 12 | 820 | | | | 12 | 1 | 20 | TEAM ROOM 105, RRS 101, 102, 104, EXT., DF, EDF, SCS-1, ETP-2 | 32 | R | | 80 | 2.31% |
| 0.83% | 50 | | M | 33 | COMMERCIAL WASHER | 20 | 1 | 12 | 1050 | 600 | | | 12 | 2 | 20 | HAND DRYER RR 102 | 34 | M | | 80 | 1.02% |
| 1.65% | 50 | | M | 35 | COMMERCIAL GAS DRYER | 20 | 1 | 12 | | 800 | 1200 | 800 | 12 | - | - | " | 36 | M | | 80 | 1.02% |
| 1.11% | 75 | | R | 37 | HP-1, HP-2, HP-3 RECEPT. | 20 | 1 | 12 | 540 | | 1200 | | 12 | 2 | 20 | HAND DRYER RR 102 | 38 | M | | 80 | 1.02% |
| | | | | 39 | SPARE | 20 | 1 | | 800 | | | | 12 | - | - | " | 40 | M | | 80 | 1.02% |
| | | | | 41 | SPARE | 20 | 1 | | | 800 | 800 | | 12 | 2 | 20 | HAND DRYER RR 101 | 42 | M | | 100 | 1.27% |
| | | | | 43 | SPARE | 20 | 1 | | 800 | | | | 12 | - | - | " | 44 | M | | 100 | 1.27% |
| | | | | 45 | SPARE | 20 | 1 | | | 800 | 800 | | 12 | 2 | 20 | HAND DRYER RR 101 | 46 | M | | 100 | 1.27% |
| | | | | 47 | SPARE | 20 | 1 | | 800 | | | | 12 | - | - | " | 48 | M | | 100 | 1.27% |
| 1.32% | 120 | | M | 49 | IRREGATION CONTROLLER | 20 | 1 | 12 | 400 | 720 | | | 14 | 1 | 15 | EXHAUST FAN EF-1, EF-2, EF-4 | 50 | M | | 65 | 2.04% |
| 2.02% | 520 | | R | 51 | FIELD RECEPTACLES | 20 | 1 | 8 | | | 360 | 820 | 12 | 1 | 20 | (2) WH-1, CP-1 | 52 | M | | 50 | 1.13% |
| 0.88% | 450 | | R | 53 | FIELD RECEPTACLES | 20 | 1 | 8 | | | | 180 | 10 | 1 | 20 | EXHAUST FAN EF-3 | 54 | N | | 90 | 2.05% |
| | | | | 55 | SPACE | - | | | | | | 1320 | | | - | SPACE | 56 | | | | |
| | | | | 57 | SPACE | - | | | | | | | | | - | SPACE | 58 | | | | |
| | | | | 59 | SPACE | - | | | | | | | | | - | SPACE | 60 | | | | |
| | | | | 61 | SPACE | - | | | | | | | | | - | SPACE | 62 | | | | |
| | | | | 63 | SPACE | - | | | | | | | | | - | SPACE | 64 | | | | |
| | | | | 65 | SPACE | - | | | | | | | | | - | SPACE | 66 | | | | |
| | 60 | | | 67 | SOLAR PV / BESS | 100 | 3 | 2 | | | | | | | - | SPACE | 68 | | | | |
| | 60 | | | 69 | " | - | - | 2 | | | | | | | - | SPACE | 70 | | | | |
| | 60 | | | 71 | " | - | - | 2 | | | | | | | - | SPACE | 72 | | | | |

| | | | |
|---|---|---|---|
| CON: | 19267 | 25636 | 21335 |
| 25%: | 246 | 250 | 268 |
| SUB: | 0 | 0 | 0 |
| TOT: | 19513 | 25886 | 21603 |
| AMPS | 163 | 216 | 180 |

PANEL SCHEDULE NOTES:

| LOAD (VA) | LOAD TYPE | LEGEND |
|---|---|---|
| 0 | R | RECEPTACLE |
| 0 | L | LIGHTING (125% OF CONNECTED LOAD CEC 215.2) |
| 0 | M | MECHANICAL |
| 0 | K | KITCHEN APPLIANCE |
| 19852 | N | NON-CONTINUOUS MISC. |
| 0 | C | CONTINUOUS MISC. (125% OF CONNECTED LOAD CEC 215.2) |

## (N) PANEL 2E1

**BUS RATING:** 125A 120/208V, 3PH, 4W
**MAIN:** MLO MAIN LUG ONLY
**SPACES:** 42 FULL SIZE BOLT-ON CB SPACES
**AIC RATING:** 10 KAIC PANEL

SURFACE MOUNT, NEMA 1
LOCATION: ELECTRICAL ROOM 117
WITH EQUIPMENT GND BUS
PANEL FED FROM XFRMR "T-2-E1"/PNL "4E1

| CKT %WD | DIST (FT) | NOTES | LOAD TYPE | CKT | DESCRIPTION | TRIP | POLES | COND SIZE | PHASE A | PHASE B | PHASE C | COND SIZE | POLES | TRIP | DESCRIPTION | CKT | LOAD TYPE | NOTES | DIST (FT) | CKT %WD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 0.52% | 35 | | R | 1 | DATA 118 | 20 | 1 | 12 | 540 | | | 12 | 1 | 20 | INT. LIGHTING | 2 | L | | 25 | 0.05% |
| 0.48% | 35 | | R | 3 | ACCESS CONTROLS CP | 20 | 1 | 12 | 72 | 500 | | 10 | 2 | 35 | ROOF EQUODU-1 | 4 | M | | 20 | 0.57% |
| 0.99% | 40 | | C | 5 | DATA 118 RACK | 30 | 2 | 10 | | 2860 | 2500 | 10 | - | - | | 6 | M | | 20 | 0.57% |
| 0.99% | 40 | | C | 7 | " | - | - | 10 | 2500 | | 2860 | 10 | 2 | 35 | ROOF EQUODU-2 | 8 | M | | 20 | 0.57% |
| 0.59% | 40 | | R | 9 | DATA 118 | 20 | 1 | 12 | 2860 | 540 | | 10 | - | - | | 10 | M | | 20 | 0.57% |
| 0.34% | 25 | 1 | N | 11 | FIRE ALARM CP | 20 | 1 | 12 | | 2860 | 500 | | | - | SPACE | 12 | | | | |
| | | | | 13 | SPACE | - | | | | | | | | - | SPACE | 14 | | | | |
| | | | | 15 | SPACE | - | | | | | | | | - | SPACE | 16 | | | | |
| | | | | 17 | SPACE | - | | | | | | | | - | SPACE | 18 | | | | |
| | | | | 19 | SPACE | - | | | | | | | | - | SPACE | 20 | | | | |
| | | | | 21 | SPACE | - | | | | | | | | - | SPACE | 22 | | | | |
| | | | | 23 | SPACE | - | | | | | | | | - | SPACE | 24 | | | | |
| | | | | 25 | SPACE | - | | | | | | | | - | SPACE | 26 | | | | |
| | | | | 27 | SPACE | - | | | | | | | | - | SPACE | 28 | | | | |
| | | | | 29 | SPACE | - | | | | | | | | - | SPACE | 30 | | | | |
| | | | | 31 | SPACE | - | | | | | | | | - | SPACE | 32 | | | | |
| | | | | 33 | SPACE | - | | | | | | | | - | SPACE | 34 | | | | |
| | | | | 35 | SPACE | - | | | | | | | | - | SPACE | 36 | | | | |
| | | | | 37 | SPACE | - | | | | | | | | - | SPACE | 38 | | | | |
| | | | | 39 | SPACE | - | | | | | | | | - | SPACE | 40 | | | | |
| | | | | 41 | SPACE | - | | | | | | | | - | SPACE | 42 | | | | |

| | | | |
|---|---|---|---|
| CON: | 5972 | 6760 | 5860 |
| 25%: | 643 | 0 | 625 |
| SUB: | 0 | 0 | 0 |
| TOT: | 6615 | 6760 | 6485 |
| AMPS | 55 | 56 | 54 |

PANEL SCHEDULE NOTES:
1. PROVIDE WITH RED LOCK-ON DEVICE.

| LOAD (VA) | LOAD TYPE | LEGEND |
|---|---|---|
| 1580 | R | RECEPTACLE |
| 72 | L | LIGHTING (125% OF CONNECTED LOAD CEC 215.2) |
| 11440 | M | MECHANICAL |
| 0 | K | KITCHEN APPLIANCE |
| 500 | N | NON-CONTINUOUS MISC. |
| 5000 | C | CONTINUOUS MISC. (125% OF CONNECTED LOAD CEC 215.2) |

## (N) PANEL PSB

**BUS RATING:** 125A 120/208V, 3PH, 4W
**MAIN:** 100A 3P MAIN CIRCUIT BREAKER
**SPACES:** 30 FULL SIZE BOLT-ON CB SPACES
**AIC RATING:** 10 KAIC PANEL

SURFACE MOUNT, NEMA 3R
LOCATION: SCOREBOARD
WITH EQUIPMENT GND BUS
PANEL FED FROM XFRMR "T-2-2"/PNL "MDP"

| CKT %WD | DIST (FT) | NOTES | LOAD TYPE | CKT | DESCRIPTION | TRIP | POLES | COND SIZE | PHASE A | PHASE B | PHASE C | COND SIZE | POLES | TRIP | DESCRIPTION | CKT | LOAD TYPE | NOTES | DIST (FT) | CKT %WD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | N | 1 | SCBRD. LOAD 1 | 20 | 2 | 12 | 900 | | | 12 | 2 | 20 | SCBRD. LOAD 2 | 2 | N | | | |
| | | | N | 3 | " | - | - | 12 | 900 | 900 | | 12 | - | - | " | 4 | N | | | |
| | | | N | 5 | SCBRD. LOAD 3 | 20 | 2 | 12 | | 900 | 900 | 12 | 2 | 20 | SCBRD. LOAD 4 | 6 | N | | | |
| | | | N | 7 | " | - | - | 12 | 900 | | 900 | 12 | - | - | " | 8 | N | | | |
| | | | N | 9 | SCBRD. LOAD 5 | 20 | 2 | 12 | 900 | 900 | | 12 | 2 | 20 | SCBRD. LOAD 6 | 10 | N | | | |
| | | | N | 11 | " | - | - | 12 | | 900 | 900 | 12 | - | - | " | 12 | N | | | |
| | | | N | 13 | SCBRD. LOAD 7 | 20 | 2 | 12 | 900 | 900 | | 12 | 2 | 20 | SCBRD. LOAD 8 | 14 | N | | | |
| | | | N | 15 | " | - | - | 12 | 900 | 900 | | 12 | - | - | " | 16 | N | | | |
| | | | N | 17 | SCBRD. LOAD 9 | 20 | 1 | 12 | | | 1440 | 2880 | 10 | 1 | 30 | SCBRD. LOAD 10 (AMP) | 18 | N | | | |
| | | | N | 19 | SCBRD. LOAD 11 | 20 | 1 | 12 | 1032 | 100 | | | 12 | 1 | 20 | SCBRD. LOAD 12 | 20 | N | | | |
| | | | | 21 | SPARE | 20 | 1 | | | | | | 12 | 1 | 20 | SPARE | 22 | | | | |
| | | | | 23 | SPARE | 20 | 1 | | | | | | 12 | 1 | 20 | SPARE | 24 | | | | |
| | | | | 25 | SPARE | 20 | 1 | | | | | | 12 | 1 | 20 | SPARE | 26 | | | | |
| | | | | 27 | SPARE | 20 | 1 | | | | | | 12 | 1 | 20 | SPARE | 28 | | | | |
| | | | | 29 | SPARE | 20 | 1 | | | | | | 12 | 1 | 20 | SPARE | 30 | | | | |

| | | | |
|---|---|---|---|
| CON: | 6532 | 5400 | 7920 |
| 25%: | 0 | 0 | 0 |
| SUB: | 0 | 0 | 0 |
| TOT: | 6532 | 5400 | 7920 |
| AMPS | 54 | 45 | 66 |

PANEL SCHEDULE NOTES:

| LOAD (VA) | LOAD TYPE | LEGEND |
|---|---|---|
| 0 | R | RECEPTACLE |
| 0 | L | LIGHTING (125% OF CONNECTED LOAD CEC 215.2) |
| 0 | M | MECHANICAL |
| 0 | K | KITCHEN APPLIANCE |
| 19852 | N | NON-CONTINUOUS MISC. |
| 0 | C | CONTINUOUS MISC. (125% OF CONNECTED LOAD CEC 215.2) |

General Note:
Coordinate circuit breaker and load types w th supplied equipment.

DSA File No.:

DSA Application No.:
02-122242

Agency Approval

Sheet Reference Notes


thoma ENGINEERING
THOMA ELECTRIC, INC.
P.O. Box 1167 - 3562 Empleo St.
San Luis Obispo, CA 93406
Phone: (805) 543-3850
Fax: (805) 543-3829

REGISTERED PROFESSIONAL ENGINEER JEFFREY M. THOMA NO. 26823 ELECTRICAL STATE OF CALIFORNIA
EXPIRES: 09/30/26
THOMA #23-8121


CCC Sports Complex
State Center Community College District
Fresno, CA 93730
Project

PANEL SCHEDULES
Drawing


darden architects
ARCHITECTURE PLANNING INTERIORS
www.dardenarchitects.com
6790 N. West Ave. • Fresno, CA 93711 • T. 559.448.8051

LICENSED ARCHITECT ANTONIO J. AVILA No. C26235 Exp. 10-31-25 STATE OF CALIFORNIA
Architect


| No. | Revision/Submission | Date |
|---|---|---|
| 1 | ADDENDUM 01 | 3/28/2025 |

Revision


Designed By: PM
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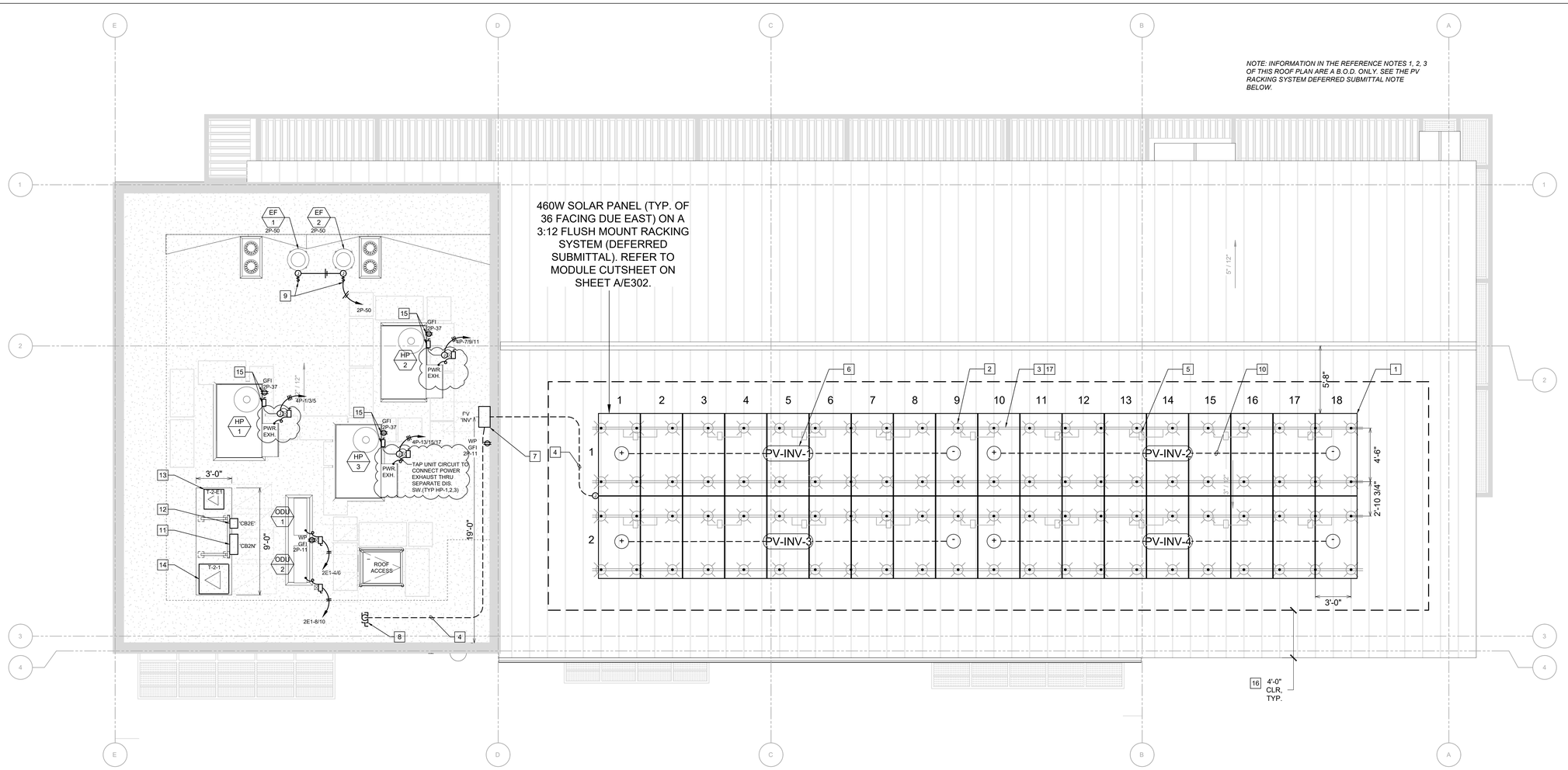
Scale: AS SHOWN
Drawn By: AS/PM
Project Number: 2175
Checked By: JT
Date: 08/30/2024
Reviewed By: JT

X/E202

AD01-EX01

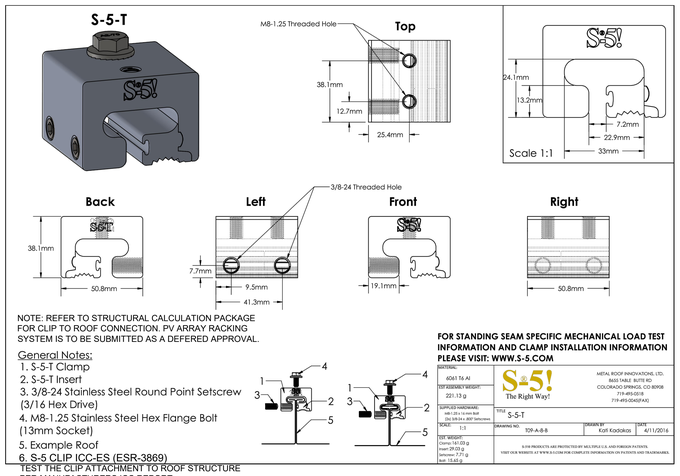
K:\ENG\2023\23-8121\23-8121_3_X-E202_PNL SCHED.dwg - Pat - Mar 28, 2025 - 11:17am




# ELECTRICAL ROOF PLAN

SCALE: 1/4" = 1'-0"

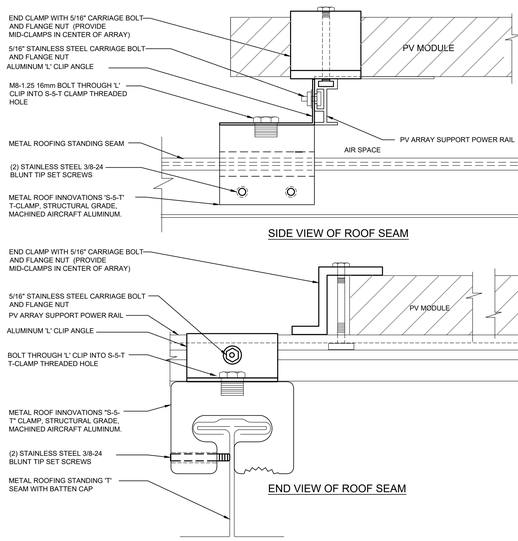
NORTH




*NOTE: INFORMATION IN THIS DETAIL IS B.O.D. ONLY. SEE THE PV RACKING SYSTEM DEFERRED SUBMITTAL NOTE ABOVE.*

## 3 TYPICAL PV ARRAY MOUNTING HARDWARE

NTS




*NOTE: INFORMATION IN THIS DETAIL IS B.O.D. ONLY. SEE THE PV RACKING SYSTEM DEFERRED SUBMITTAL NOTE ABOVE.*

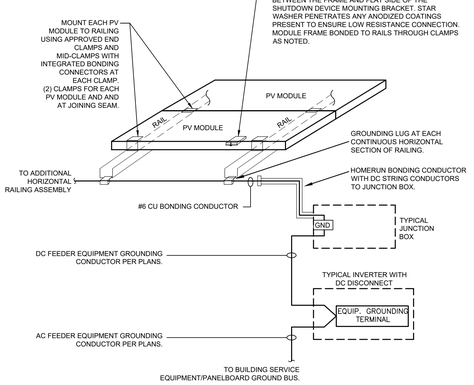
## 2 TYPICAL PV MODULE SUPPORT DETAIL

NTS

*PV RACKING SYSTEM DEFERRED SUBMITTAL NOTE:*

*THE PHOTOVOLTAIC ARRAY RAIL BASED 'RACKING SYSTEM' SHALL BE A DEFERRED SUBMITTAL AS PERMITTED BY DSA IR 16-8 7.5.2:*
*"THE DESIGN AND DETAILING OF THE RAIL TO FRAMEWORK ATTACHMENT, RAILS, PANEL CLIPS , AND PANELS ARE PERMITTED TO BE DEFERRED."*
*RACKING SHALL BE A UL2703 LISTED SYSTEM WITH MANUFACTURER PROVIDED BONDING HARDWARE AND BONDED STRUCTURAL SPLICES.*

*THE ASSOCIATED WORK REPRESENTED ON THE ELECTRICAL IS A BASIS OF DESIGN TO REPRESENT COMPLIANCE WITH CA ENERGY CODE REQUIREMENTS AND DEFINE SYSTEM CHARACTERISTICS AND QUALITY OF MATERIAL TO BE PROVIDED AS A MINIMUM.*
*THE SOLAR PV SHOP DRAWINGS AND CALCULATIONS ARE TO DEMOSTRATE COMPLAINCE WITH DSA IR-16-8 AND BE PREPARED, STAMPED AND SIGNED BY AN ENGINEER LICENSED IN THE STATE OF CALIFORNIA.*




## 1 PV GROUND/BOND DETAIL

NTS

DSA File No.:

DSA Application No.:
02-122242

Agency Approval

## Sheet Reference Notes

1. PROPOSED PV ARRAY ON STANDING SEEM ROOF. SEE DETAIL 1/A/E301.
2. SYMBOL REPRESENTING A S-5-T CLIP FROM "THE RIGHT WAY". LOCATIONS TO BE DEFINED THROUGH DEFERRED SUBMITTAL.
3. PROVIDE A CONTINUOUS PV POWER RAIL SUPPORT CHANNEL MOUNTED TO THE S-5-T CLIPS AND USE TO FASTEN PV MODULES AS PER DEFERRED SUBMITTAL.
4. CONDUIT ROUTED THROUGH ATTIC OR ACCESSIBLE CEILING SPACE. REFER TO SINGLE LINE DIAGRAM FOR SIZE, QUANTITY, AND CONTENTS. AT PV ARRAY JUNCTION BOX LOCATIONS PENETRATE ROOF AND INSTALL ROOF JACK PER DETAIL 8/X/E402.
5. RAPID SHUTDOWN DEVICE MOUNTED TO UNDERSIDE OF MODULE FRAME. TYPICAL.
6. PV MODULE STRING IDENTIFIER. NOMENCLATURE 'INV#-#' REFERS TO INVERTER NUMBER AND STRING NUMBER. FOR EXAMPLE, 'INV1-1-' IS THE FIRST STRING OF INVERTER 'PV-INV'.
7. INVERTER WALL MOUNTED AT ROOF LEVEL. REFER TO SINGLE LINE DIAGRAM FOR WIRING. REFER TO SHEET X/E201 "PROJECT PV SOLAR SYSTEM SUMMARY" AND SHEET A/E302 FOR INVERTER + RAPID SHUTDOWN DEVICE BASIS OF DESIGN.
8. AC SOLAR DISCONNECT IN ELECTRICAL ROOM #117 BELOW. REFER TO SINGLE LINE DIAGRAM.
9. PROVIDE POWER CONNECTION AND 120V, 1-POLE, NEMA 3R DISCONNECT SWITCH FOR EXHAUST FAN.
10. PV MODULE STRING ROUTED UNDERNEATH PV MODULES IN FREE AIR. SECURE TO RACKING VIA MANUFACTURER SOURCED WIRE CLIPS.
11. 600A, 208V, 3-POLE, 4W, 500A, NEMA 3R, ENCLOSED C.B. (STRUT MOUNTED). PROVIDED TO SATISFY CEC 450.3(B) TRANSFORMER OVERCURRENT PROTECTION REQUIREMENTS AND CEC 240.21(C)(2) TRANSFORMER SECONDARY CONDUCTOR PROTECTION. MOUNT PER DETAIL 9/X/E402.
12. 250A, 208V, 3-POLE, 4W, 125A, NEMA 3R, ENCLOSED C.B. (STRUT MOUNTED). PROVIDED TO SATISFY CEC 450.3(B) TRANSFORMER OVERCURRENT PROTECTION REQUIREMENTS AND CEC 240.21(C)(2) TRANSFORMER SECONDARY CONDUCTOR PROTECTION. MOUNT PER DETAIL 9/X/E402.
13. 45 KVA, 480V:120V/208V, 3P, 4W, DELTA-WYE, NEMA 3R TRANSFORMER. SEE SINGLE LINE DIAGRAM FOR ELECTRICAL CONNECTION REQUIREMENTS. REFER TO DETAIL 9/X/E402 FOR MOUNTING.
14. 150 KVA, 480V:120V/208V, 3P, 4W, DELTA-WYE, NEMA 3R TRANSFORMER. SEE SINGLE LINE DIAGRAM FOR ELECTRICAL CONNECTION REQUIREMENTS. REFER TO DETAIL 9/X/E402 FOR MOUNTING.
15. 480V, 3-POLE DISCONNECT SWITCH AND 120V SERVICE OUTLET INTEGRAL TO MECHANICAL UNIT. COORDINATE WITH MECHANICAL PLANS.
16. 4'-0" PERIMETER PATHWAY SETBACK (CFC 1204.3.1, EXCEPTION). NO PV SOLAR MODULES OR ASSOCIATED SOLAR EQUIPMENT SHALL BE LOCATED WITHIN THIS AREA.
17. THE PHOTOVOLTAIC ARRAY RAIL BASED 'RACKING SYSTEM' SHALL BE A DEFERRED SUBMITTAL AS PERMITTED BY DSA IR 16-8 7.5.2: "THE DESIGN AND DETAILING OF THE RAIL TO FRAMEWORK ATTACHMENT, RAILS, PANEL CLIPS , AND PANELS ARE PERMITTED TO BE DEFERRED." RACKING SHALL BE A UL2703 LISTED SYSTEM WITH MANUFACTURER PROVIDED BONDING HARDWARE AND BONDED STRUCTURAL SPLICES.
18. PROVIDED PEDESTAL MOUNTED, NEMA 3R DISCONNECT SWITCH ADJACENT TO MECHANICAL HPC UNITS. SEE DETAIL 8/E4.0.

## GENERAL ROOF PLAN NOTES

A. PROVIDE SEALTITE POWER & CONTROL CONNECTIONS TO ALL AC UNITS.
B. ALL EQUIPMENT SHOWN ABOVE ROOF IS NEMA 3R.
C. VERIFY EXACT EQUIPMENT LOCATIONS AND POINTS OF CONNECTION WITH MECHANICAL CONTRACTOR PRIOR TO ROUGH-IN.
D. CONDUIT SHOWN IS ROUTED IN CEILING SPACE BELOW ROOF DECK.
E. NO ROOF MOUNT CONDUIT IS ALLOWED UNLESS OTHERWISE NOTED.
F. FUSE DISCONNECT SWITCHES PER EQUIPMENT NAMEPLATE RATING.
G. ALL ROOF PENETRATIONS SHALL BE MADE WITH ROOF JACKS, SEAL ALL PENETRATIONS WITH MASTIC.
H. COORDINATE HVAC FAN SHUT-DOWN REQUIREMENTS WITH MECH. PLANS, SCHEDULES AND FIRE ALARM PLANS.
I. WRENCH-TIGHT CONDUIT FITTINGS AFTER UNIT START-UP.


THOMA ELECTRIC, INC.
P.O. Box 1167 - 3562 Empleo St.
San Luis Obispo, CA 93406
Phone: (805) 543-3850
Fax: (805) 543-3829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*CCC Sports Complex*
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*ELECTRICAL ROOF PLAN*
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Architect

| No. | Revision/Submission | Date |
|---|---|---|
| 1 | ADDENDUM 01 | 3/28/2025 |

Revision

Designed By: PM
Drawn By: AS/PM
Checked By: JT
Reviewed By:JT

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Scale: AS SHOWN
Project Number: 2175
Date: 08/30/2024

A/E301

AD01-EX02