Board Office Use: **Legislative File Info.**	
File ID Number	23-0185
Introduction Date	4/12/2023
Enactment Number	23-0652
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Memo

To	Board of Education
From	Kyla Johnson-Trammell, Superintendent Tadashi Nakadegawa, Deputy Chief, Division of Facilities Planning and Management
Board Meeting Date	April 12, 2023
Subject	Award of Agreement Between Owner and Alternative Design-Builder – Alten Construction, Inc. – McClymonds High School Modernization Design Build Services Project - Division of Facilities Planning and Management
Action Requested	Approval by the Board of Education of Award of Agreement Between Owner and Alternative Design-Builder by and between the District and Alten Construction, Inc., Oakland, California, for the latter to provide design build services which consists of design and construction of the buildings, for the **McClymonds High School Modernization Design Build Services Project**, in the lump sum amount of **$5,724,000.00**, which includes a contingency amount of **$50,000.00**, for additional services, with the work scheduled to commence on **April 13, 2023**, and scheduled to last until **May 5, 2027**, pursuant to the Agreement.
Discussion	Design-Builder is providing Alternative Design Build Services at the McClymonds High School Modernization Design Build Services Project and was selected pursuant to Education Code sections 17250.60 et seq.
LBP (Local Business Participation Percentage)	51.2%
Recommendation	Approval by the Board of Education of Award of Agreement Between Owner and Alternative Design-Builder by and between the District and Alten Construction, Inc., Oakland, California, for the latter to provide design build services which consists of design and construction of the buildings for, the **McClymonds High School Modernization Design Build Services Project**, in the lump sum amount of **$5,724,000.00**, which includes a contingency amount of **$50,000.00**, for additional services, with the work scheduled to commence on **April 13, 2023**, and scheduled to last until **May 5, 2027**, pursuant to the Agreement.
Fiscal Impact	Fund 21, Building Funds, Measure Y
Attachments	• Contract Justification Form • Agreement, including Exhibits • Routing Form

CONTRACT JUSTIFICATION FORM
This Form Shall Be Submitted to the Board Office With Every Agenda Contract.

Legislative File ID No. **23-0185**

Department: **Facilities Planning and Management**

Vendor Name: **Alten Construction, Inc.**

Project Name **McClymonds HS Modernization Design Build** **Project No.:** **21110**

Contract Term: Intended Start: **4-13-2023** Intended End: **May 5, 2027**

Total Cost Over Contract Term: **$5,724,000.00**

Approved by:Tadashi Nakadegawa

Is Vendor a local Oakland Business or has it met the requirements of the

Local Business Policy? ☒ Yes (No if Unchecked)

How was this contractor or vendor selected?

Alten Construction, Inc. was chosen directly based on scores through an RFP process.

Summarize the services or supplies this contractor or vendor will be providing.

Alten Construction, Inc. will provide design build services which includes design and construction to buildings for the McClymonds High School Modernization Design Build Services Project.

Was this contract competitively bid? ☐ Check box for "Yes" (If "No," leave box unchecked)

If "No," please answer the following questions:

1) How did you determine the price is competitive?

The district received proposals through an RFQ/P process, which includes review/scoring of proposals. Alten Construction, Inc. w HKIT Architects was selected based on the highest interview scores and because their prices were fair and reasonable compared to the prices submitted by the other responding consultants.

2) Please check the competitive bidding exception relied upon:

Construction Contract:

☐ Price is at or under UPCCAA threshold of $60,000 (as of 1/1/19)

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Emergency contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

☐ Completion contract – *contact legal counsel to discuss if applicable*

☐ Lease-leaseback contract RFP process – *contact legal counsel to discuss if applicable*

☒ Design-build contract RFQ/RFP process – *contact legal counsel to discuss if applicable*

☐ Energy service contract – *contact legal counsel to discuss if applicable*

☐ Other: _____ – *contact legal counsel to discuss if applicable*

Consultant Contract:

☐ Architect, engineer, construction project manager, land surveyor, or environmental services – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), **and** (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.)

☐ Architect or engineer *when state funds being used* – selected (a) based on demonstrated competence and professional qualifications (Government Code §4526), (b) using a fair, competitive RFP selection process (Government Code §§4529.10 et seq.), **and** (c) using a competitive process consistent with Government Code §§4526-4528 (Education Code §17070.50)

☐ Other professional or specially trained services or advice – no bidding or RFP required (Public Contract Code §20111(d) and Government Code §53060) – *contact legal counsel to discuss if applicable*

☐ For services other than above, the cost of services is $109,300 or less (as of 1/1/23)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

Purchasing Contract:

☐ Price is at or under bid threshold of $109,300 (as of 1/1/23)

☐ Certain instructional materials (Public Contract Code §20118.3)

☐ Data processing systems and supporting software – choose one of three lowest bidders (Public Contract Code §20118.1)

☐ Electronic equipment – competitive negotiation (Public Contract Code §20118.2) – *contact legal counsel to discuss if applicable*

☐ CMAS contract [may only include "incidental work or service"] (Public Contract Code §§10101(a) and 10298(a)) – *contact legal counsel to discuss if applicable*

☐ Piggyback contract for purchase of personal property (Public Contract Code §20118) – *contact legal counsel to discuss if applicable*

☐ Supplies for emergency construction contract (Public Contract Code §§22035 and 22050) – *contact legal counsel to discuss if applicable*

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss if applicable*

☐ Other: _____

Maintenance Contract:

☐ Price is at or under bid threshold of $109,300 (as of 1/1/23)

☐ No advantage to bidding (including sole source) – *contact legal counsel to discuss*

☐ Other: _____

3) Explain in detail the facts that support the applicability of the exception marked above:

- Contractor is providing alternative design build services for the McClymonds High School Modernization Design Build Services project for the District.

AGREEMENT BETWEEN OWNER AND ALTERNATIVE DESIGN-BUILDER

This agreement is effective April 13, 2023 (the "Agreement") by and between the **Oakland Unified School District**, Alameda County, California, hereinafter called the "District" or "Owner," and **Alten Construction, Inc.**, hereinafter called the "Design-Builder."

WITNESSETH: That the Design-Builder and the Owner for the consideration hereinafter named agree to enter this Agreement for design and construction of the Project pursuant to Education Code sections 17250.60 et seq., as follows:

ARTICLE I. SCOPE OF WORK.

For the Owner's Design Build Modernization project at McClymonds High School (the "Project"), the Design-Builder agrees to furnish all labor, equipment, and materials, including tools, implements, and appliances required, and to perform all the Work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers. The Work includes all obligations of the Design-Builder under this Agreement, the Contract, and the Contract Documents (see Article II, below), including all design and construction services necessary to complete the Project.

During the Work, the Design-Builder shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents.

A. Design Services

The Design-Builder shall complete the design of the Project within the parameters of the Owner's requirements for design of the Project (the "Design Criteria," or "Bridging Documents") that were included in the Request for Proposals and on which the Design-Builder based its proposal, and within the other requirements of the Contract Documents (including Article VI, below).

The Design-Builder shall prepare a 70% complete design for the Owner's review and approval, and then prepare a 100% complete design for the Owner's review and approval.

Constructability review of the design and value engineering are the responsibility of the Design-Builder, but Owner may provide its own constructability or value

engineering comments when reviewing the 70% or 100% designs.

After obtaining Owner approval of the 100% complete design, the Design-Builder shall submit it to the Division of State Architect ("DSA") for approval. The Design-Builder shall make all changes in the design necessary to obtain DSA approval, but first must obtain Owner approval. If any such changes reduce the scope of construction, then the Owner shall be entitled to a deductive change order. If any such changes are outside the scope of the Design Requirements, then the Design-Builder shall be entitled to a change order to the extent that the change increases the Design-Builder's design or construction costs.

B. Construction Services

The Design-Builder may not commence construction until it delivers to Owner complete DSA approval of the design for the Contract and the price for construction has been set via amendment to this Agreement (see below). The Design-Builder shall perform all construction necessary to construct the Work in compliance with its DSA-approved design ("Design") and the Contract Documents, including the General Conditions.

ARTICLE II. CONTRACT DOCUMENTS.

The Design-Builder and the Owner agree that the following documents form the Contract Documents:

A. The Request for Proposals, including all attachments, appendices, and addenda.

B. The Design-Builder's proposal in response to the Request for Proposals ("Proposal"), including all attachments, certifications, and declarations required to be submitted with the Proposal.

C. This Agreement.

D. The General Conditions.

E. Any written and Board-approved agreement to modify this Agreement, such as an amendment or change order.

F. The payment bond.

G. The performance bond.

H. The documents listed in Article 1.1.1 of the General Conditions.

This Agreement incorporates the above Contract Documents by reference, and together they constitute the "Contract."

The Contractor and its subcontractors must use the Owner's program software COLBI DOCS Accountability for projects. The District will train the Contractor and its subcontractors how to use COLBI DOCS.

After award, the Design-Builder shall timely submit the bonds, fingerprinting certification, and Student Contact Form, as required by the Request for Proposals.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this Contract, and the time of Completion for the Work (the "Contract Time") shall be One Thousand Three Hundred Eighty-Four (1,384) calendar days which shall start to run on (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no such date is established in a Notice to Proceed from Owner, the date ten (10) calendar days after award of the Contract.

In addition, the Design-Builder shall meet the following milestone deadlines:

- Board approval of the 70% design of the Project within Four Hundred Eighty-Six (486) calendar days from (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no other date is established in a Notice to Proceed from Owner, the date ten (10) calendar days after award of the Contract;
- Board approval of the Final 100% Plans and Specifications of the Project within One Hundred Seventy (170) calendar days from Board approval of the 70% design; and
- Completion of the construction of the Project within Seven Hundred Twenty-Eight (728) calendar days from DSA approval of the Final 100% Plans and Specifications.

The time period between (a) Design-Builder's submission of the Board-approved Final 100% Plans and Specifications to DSA, and (b) DSA's first comments regarding the Final 100% Plans and Specifications, shall not count against the Contract Time, and the Design-Builder shall be entitled to a time extension for such time period.

The site for the Project will not be available to the Design-Builder for construction on the following dates: N/A. The Design-Builder shall not be entitled to time extensions for lack of access to the site on these dates.

Failure to Complete the Work within the Contract Time, or by the milestone deadlines noted above, in the manner provided for by the Contract Documents shall subject the Design-Builder to liquidated damages. For purposes of liquidated damages, the concept of "substantial completion" shall not constitute Completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or by the milestone deadlines noted above, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Work, disruption of activities, costs of administration, supervision, and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that $4,000.00 per calendar day of delay shall be

the damages which the Owner shall directly incur upon failure of the Design-Builder to Complete any specified portion of the Work by a milestone deadline, as described above. Liquidated damages will accrue for failure to meet milestone deadlines even if the Design-Builder Completes the Project within the Contract Time.

In addition, the parties agree that the following amounts shall be the damages which the Owner shall directly incur for the specified failures of the Contractor:

- For failure to Complete the Work within the Contract Time, $5,000.00 for each calendar day of delay.

If the Design-Builder becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Design-Builder until the liability of the Design-Builder under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Design-Builder incurred under this Article, the Design-Builder and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time for Completion and liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION.

The Owner shall pay to Design-Builder in current funds a total of FIVE MILLION SEVEN HUNDRED TWENTY-FOUR DOLLARS ($5,724,000.00), which includes a contingency fee of $50,000.00 for additional services, for the design of the Project satisfactorily performed ("Design Price") according to the following schedule:

- _50_ % upon Owner approval of the 70% design package. Progress billing for this portion shall be allowed on a monthly basis (see the Request for Proposals).
- _30_ % upon full DSA approval of the Final 100% Plans and Specifications (see the Request for Proposals).
- _20_ % upon completion of design services after DSA approval (including but not limited to design services during construction).

Once the complete design has been approved by DSA and the subcontractors have been selected, the District will set the price for all of the construction work ("Construction Price") based on the following formula: (Price of all subcontracts for construction work + Price of the construction work (if any) to be performed by the design-build entity) × 1. 1144. The design-build entity and District shall sign an amendment to the design-build agreement stating the price set for the construction work,

to be approved by the District's governing board. No construction may commence until the amendment is approved by the District's governing board.

Owner may elect to include a special allowance or general contingency allowance ("Allowance") in the Construction Price, from which the Owner may, in its sole discretion, elect to pay any additional amounts that are owed to the Design-Builder under the Contract Documents, rather than pay the Design-Builder by a Board-approved change order. Any payment from an Allowance is entirely at the discretion, and only with the advanced written approval, of the Owner. To request payment from an Allowance, the Design-Builder must fully comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4 and 7 of the General Conditions and its provisions regarding waiver of rights for failure to comply. If the Owner approves in writing a payment from an Allowance, no change order approved by Owner's governing body shall be required, but Design-Builder must sign an Allowance expenditure form, after which the Design-Builder may include a request for such payment in its next progress payment application. Design-Builder's acceptance of a progress payment that includes such payment shall act as a full and complete waiver by Design-Builder of all rights to recover additional amounts, or to receive a time extension or other consideration, related to the underlying basis of such payment; and such waiver shall be in addition to any other waiver that applies under the Contract Documents (including Article 4 of the General Conditions). If Design-Builder requests a time extension or other consideration in connection with or related to a requested payment from an Allowance, Design-Builder must comply with the Contract Documents' requirements related to Notice to Potential Changes, Change Order Requests, and Claims, including but not limited to Articles 4, 7, and 8 of the General Conditions and their provisions regarding waiver of rights for failure to comply, and no such time extension or other consideration may be issued until a change order is approved by the Owner's governing body pursuant to the Contract Documents. The amount of an Allowance may only be increased by a change order approved by Owner's governing body. Once an Allowance is fully spent, the Design-Builder must request any additional compensation pursuant to the procedures in the Contract Documents for Notices of Potential Claim, Change Order Requests, and Claims, and payment must be made after a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in an Allowance that remain unspent and unencumbered shall remain the property of the Owner, Design-Builder shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above Construction Price, and the Owner may withhold such credit from any progress payment or release of retention.

The Design-Builder shall be responsible for all of its costs related to the Work, including home office, administration, copies, and travel expenses.

The Design-Builder may not request an increase in the Design or Construction Price except as permitted in the Contract Documents; and under no circumstances may the Design-Builder request an increase in the Design or Construction Price based on costs caused by Design-Builder's errors in design of the Work or construction of the Work,

based on unforeseen site conditions, or based on DSA corrections to the Design-Builder's design of the Work.

ARTICLE V. CHANGES.

Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions, and shall be in the form of a written amendment or change order to this Agreement approved by the Owner's governing body.

ARTICLE VI. DESIGN RESPONSIBILITIES OF THE DESIGN-BUILDER.

A. Definitions.

1. Design Services. "Design Services" shall mean the Design-Builder's design services, including landscaping architectural services and landscape irrigation design, civil, structural, mechanical, and electrical engineering services, foreseeably required under law, the standard of care, and this Agreement, to complete the design of the Work, obtain DSA approval of the design of the Work, and administer the construction of the Work, as further defined in this Article.

2. Wrongful Acts or Omissions. "Wrongful Acts or Omissions" shall mean Design-Builder's acts or omissions in breach of this Agreement, the applicable standard of care, or law.

B. Standard of Care.

District retains Design-Builder to perform, and Design-Builder agrees to provide to District, for the consideration and upon the terms and conditions set forth below, the architectural and engineering services specified in this Agreement and related incidental services. The Design-Builder agrees to perform such services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. All services performed by the Design-Builder under or required by this Agreement shall be performed (a) in compliance with this Agreement, and (b) in a manner consistent with the level of care and skill ordinarily exercised by architects in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the services required by the District; and all such services shall be conducted in conformance to, and compliance with, all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). Design-Builder shall be responsible for the completeness and accuracy of the plans and specifications.

C. Design Services.

1. General.

The Design-Builder shall complete the design for the Project in conformance to the Contract Documents, including the Bridging Documents prepared by the District's Architect, and applicable law.

The District shall have the right to add or delete from the Design-Builder's scope of Design Services as it may determine is necessary for the best interests of the Project and/or the District. Design-Builder shall expeditiously and diligently perform all of its work and obligations under this Agreement. Design-Builder may not cease, delay or reduce, or threaten to cease, delay or reduce, its performance based on a payment dispute with District. The Design-Builder acknowledges that its priority is to complete the Project and its Design Services, and that any payment disputes with the District, if not resolved during the Project, must wait for resolution after the Project.

All personnel provided by Design-Builder shall be qualified to perform the services for which they are provided. Design-Builder shall obtain District's written approval of each employee of Design-Builder who provides services under this Agreement, and written approval of each change of employees who are providing such services. District may, upon Ten (10) days' written notice, cause Design-Builder to remove a person from the Project if he/she has failed to perform to District's satisfaction. Should additional employees be required to timely perform all of the services required under this Agreement and/or to avoid delay, Design-Builder shall provide them immediately.

Design-Builder is an agent of District and shall reasonably represent the District at all times in relation to the Project.

Design-Builder shall be fully licensed as required by law at all times when providing services under this Agreement.

2. Consultants.

The Design-Builder shall employ or retain at Design-Builder's own expense, engineers and other consultants necessary to Design-Builder's performance of this Agreement and licensed to practice in their respective professions in the State of California. Engineers and consultants retained or employed by Design-Builder for this Project shall be approved by District prior to their commencement of work. The Design-Builder's consultants shall be employed or retained to provide assistance during all aspects of performance of the Design Services for the Project, including but not limited to review of schedules, shop drawings, samples, submittals, and requests for information. The Design-Builder's consultants shall also conduct periodic site observations of the site to determine conformance with the DSA-approved design and shall participate in the final inspections

and development of any "punch list" items. Design-Builder must disclose to District all such consultants employed or retained, and the compensation paid to those retained.

Design-Builder shall confer and cooperate with consultants retained by District as may be requested by District or as reasonably necessary. District may retain an architect or construction manager to assist District in performance of District's duties for the Project.

If not done by the District's architect for the Project ("Architect"), the Design-Builder shall procure a certified survey of the site if required, including grades and lines of streets, alleys, pavements, adjoining properties and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the building site, locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available utility services and lines, both public and private above and below grade, including inverts and depths. All the information on the survey customarily referenced to a project benchmark shall be referenced to a Project benchmark. The cost of any such survey shall be borne by the District, and the District shall own and, upon termination of this Agreement or Completion of the Project, shall have returned to it by Design-Builder any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the survey.

If not done by the Architect, Design-Builder shall procure chemical, mechanical or other tests required for proper design, tests for hazardous materials and borings or test pits necessary for determining subsoil conditions. The cost of any such tests shall be borne by the District, and the District shall own and, upon termination of this Agreement or completion of the Project, shall have returned to it by Design-Builder any designs, plans, specifications, studies, drawings, estimates or other documents prepared as part of the testing.

3. Schematic Design Phase.

The Design-Builder shall utilize the Bridging Documents to complete the schematic design for the Project. The Design-Builder shall complete the design of the Project in conformance with the Bridging Documents, as described in this Agreement.

The Design-Builder shall provide a preliminary evaluation of the District's Project, schedule and construction budget requirements, each in terms of the other.

The Design-Builder shall review with the District alternative approaches to the design and construction of the Project, and shall include alternatives that may reduce the cost and/or duration of the Project.

Based on a mutual understanding of the District's budget and scope of work

requirements, the Design-Builder shall prepare for the District's governing board's written approval, schematic design documents, which include but are not limited to, schematic design studies, site utilization plans, a description of the Project showing, among other things, the scale and relationship of the components of the Project, preparation of a written estimated statement of Construction Price and a written schedule for the performance of the work that itemizes constraints and critical path issues. The schematic design documents shall represent a 30% complete design. The estimated Construction Price shall be based on current area, volume and other unit costs, shall conform to District's total construction cost budget, and shall include reasonable contingencies for all construction and construction management work. The written schedule shall conform to District's milestone and completion deadline requirements. Nevertheless, Design-Builder is encouraged to make recommendations to District regarding additional benefits that could be realized by increasing the District's total construction cost budget, or by altering the District's completion deadlines. If District incorporates any recommended changes, then Design-Builder shall revise the schematic design documents, including but not limited to the written statement of the estimated Construction Price and written schedule for the performance of work, as necessary until District's governing board approves them in writing. Design-Builder shall attend, and present at, up to 5 meetings of the District's governing board as may be necessary to obtain the board's approval of the schematic design documents.

4. Design Development Phase.

Design-Builder shall provide all necessary architectural and engineering services to prepare design development documents for the District's governing board's written approval, which fix and describe the size and character of the project and which shall include, but are not limited to, site and floor plans, elevations and other approved drawings and shall outline the specifications of the entire Project as to kind and quality of materials, categories of proposed work such as architectural, structural, mechanical and electrical systems, types of structures and all such other work as may be required. The design development documents shall represent a 70% complete design, and shall conform to the Bridging Documents and other Contract Documents. Design-Builder shall submit the 70% development design to the District for its review and for Board approval. Design-Builder is encouraged to make recommendations to District regarding benefits that could be realized by altering the scope of work or completion deadlines. If District incorporates any recommended changes or otherwise does not approve the submitted design development documents, then Design-Builder shall revise the design development documents as necessary until District's governing board approves them in writing. Design-Builder shall attend, and present at, as many meetings of the District's governing board as may be necessary to obtain the board's approval of the design development documents.

The Design-Builder shall prepare the Storm Water Pollution Prevention Plan if any such plan is required for this Project.

Design-Builder shall prepare necessary documents for and oversee the processing of

District's application for and obtaining of required approvals from the DSA, the State Fire Marshall, and other agencies exercising jurisdiction over the Project. Design-Builder shall provide support and supporting documentation for others seeking the approval of OPSC and Department of Education for design development. Design-Builder shall also be responsible for the preparation and submission of any required applications, notices or certificates to public agencies as required by law. Design-Builder shall provide a copy of all such documents to the District.

Design-Builder shall provide at no expense to the District one complete set of preliminary plans for the review and written approval of the District and one set for each public agency having approval authority over such plans for their review and approval at no expense to the District.

5. Completion of Design Phase.

Following the District's governing board's written approval of the design development documents, the Design-Builder shall prepare for the written approval of District's governing board the 100% complete working drawings and specifications setting forth the work to be done in detail sufficient for construction, including but not limited to the materials, workmanship, finishes and equipment required for the architectural, structural, mechanical, electrical system and utility-service-connected equipment and site work. The 100% complete design shall conform to, comply with, and satisfy the Bridging Documents and other Contract Documents, as well as all applicable Federal, State and local laws, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, and the Americans with Disabilities Act ("ADA"). As part of the 100% complete design, Design-Builder shall prepare an accurate set of drawings indicating dimensions and locations of existing buried utility lines, which shall be included in the bid packages.

Prior to submission of the 100% complete design to DSA for plan check and approval, the Design-Builder shall submit the design to the District for review and for Board approval. Design-Builder shall attend, and present at, up to 5 meetings of the District's governing board as may be necessary to obtain the board's written approval of the 100% complete design.

After approval by the District's governing board, the Design-Builder shall submit the 100% complete design to DSA for plan check and approval, and make the necessary corrections to secure DSA approval. At Design-Builder's expense, Design-Builder shall arrange for the scanning of the DSA-approved design documents and for the return of the originals and an electronic copy to DSA. If the DSA requires any changes in the 100% complete design, Design-Builder shall submit its changes to the District for review and Board approval before submitting them to DSA for approval.

6. Construction Phase.

The construction phase shall begin on the date that Design-Builder has obtained complete DSA approval of the 100% complete design and the Construction Price has been set by amendment to this Agreement (see above). The construction shall be performed as required by the Contract Documents.

The Design-Builder shall be responsible for the preparation and submission of any notifications regarding excavation in areas which are known or suspected to contain subsurface installations under Government Code section 4216, *et seq*. Design-Builder shall provide a copy of all such notifications to the District.

After DSA approval of the design, the Design-Builder may select subcontractors for performance of construction work, and if the scope of a subcontractor's construction work is greater than 0.5% of the total value of the price allocable to construction work, then the Design-Builder shall use the procedures specified in Education Code section 17250.65(b) to select that construction subcontractor. The Design-Builder shall award each construction subcontract on a best value basis. If the Design-Builder wants to directly perform any scope of construction work, it must obtain proposals from at least two subcontractors for that scope of work and then establish to the District satisfaction and written approval that the Design-Builder's proposal is the best value.

The Design-Builder shall submit to the District and its Architect all schedules, shop drawings, samples and other submissions as set forth in the Contract Documents. The District and its Architect shall take action within fourteen (14) days of receipt of the submittals, unless the critical path of the Project is impacted in which case District and its Architect shall take such action as soon as possible. If District and its Architect are not able to take such action within the required time due to reasons beyond their control, they may take action within a reasonable period of time under the circumstances; however, they shall make such determination within four (4) calendar days of receipt of the submission, and shall notify the Design-Builder immediately after such determination with an explanation as to why they cannot take action within the time required, what they are doing to expedite its response, when they expect to be able to issue a response, and what action, if any, should be taken by the Design-Builder in the meantime to mitigate delays and/or costs. The District and its Architect will have the authority to reject work and materials which do not conform to the Contract Documents, including the Bridging Documents. The approval of a specific item shall not be an approval of an assembly of which the item is a component. Whenever, in the reasonable judgment of the District, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the District and its Architect will have authority to require special inspection or testing of the work or materials in accordance with the Contract Documents whether or not such work or materials be then fabricated, installed or completed. The District and its Architect will also recommend substitution of materials or equipment when, in their reasonable judgment, such action is necessary to the accomplishment of the intent and purpose of the Contract

Documents. Such actions as are described in this paragraph shall be taken with reasonable promptness.

The Design-Builder shall make such regular reports as shall be required by agencies having jurisdiction over the Project and keep the District informed in writing of the progress of the Project.

The Design-Builder will, consistent with standards of due care, make reasonable professional efforts to exclude hazardous materials from new construction. In the event the District or Design-Builder is or becomes aware of the presence of, or exposure of persons to, asbestos, polychlorinated biphenyl (PCB) or any other toxic or hazardous contaminants, materials, air pollutants or water pollutants at the Project site ("Hazardous Substances"), or the substantial risk thereof, each shall have a duty immediately to notify the other in writing. The parties recognize, however, that neither Design-Builder nor the District is trained or licensed in the recognition or remediation of Hazardous Substances.

Design-Builder shall prepare an accurate set of as-built record drawings indicating dimensions and locations of all work, including but not limited to buried utility lines and mechanical, electrical and plumbing layouts, which shall be forwarded to the District upon Completion of the Project. Design-Builder shall also assemble and deliver to District all written guarantees, instruction books, operation and maintenance manuals, diagrams, charts and other documents required under the Contract Documents.

With respect to asbestos and asbestos containing materials, the parties acknowledge that the Design-Builder has recommended and the District has agreed to retain a qualified consultant to evaluate the presence of such materials at certain District facilities which are included in the scope of this Agreement. In the event that said consultant recommends a procedure to deal with such materials, said consultant shall have the responsibility to draft specification language for the removal or other remediation of such materials, and subsequently may be required to certify that they have been properly removed or otherwise remediated. Design-Builder shall include consultant's recommendations and specifications in the appropriate design documents for modernization and shall, as part of its Basic Services, provide designs and other bid documents consistent therewith.

When construction is properly completed, Design-Builder shall provide such certification as to Hazardous Substances as is required of architects for such projects by the OPSC.

Notwithstanding any other provision of this Agreement, the Design-Builder will not be entitled to a change order or additional payment if the underlying issue was caused by a Wrongful Act or Omission. At its own expense, the Design-Builder shall perform all Work caused or necessitated by the Wrongful Act or Omissions. Design-Builder is responsible to ensure that the 100% complete design, and the finished Project based on that design, comply with all standards imposed by the Americans with Disabilities Act, section

504 of the Rehabilitation Act of 1973, disability access requirements of the State Building Code and any other laws applicable to disability access. If a court, administrative agency or other trier of fact later determines that Design-Builder has violated any of the above-referenced laws, or District, because of Design-Builder's Wrongful Acts or Omissions, has violated any of the above-referenced laws, Design-Builder shall remedy the violation at its own cost. **Design-Builder shall indemnify, defend and hold the District harmless under Section VI.G of this Agreement for any breach of this paragraph due to Design-Builder's negligence, recklessness or willful misconduct.** In the event that the Design-Builder is or becomes aware of possible non-compliance with the foregoing standards, Design-Builder shall have a duty immediately to notify the District in writing of the possible non-compliance.

7. **Use of Previously Prepared Materials.** In the event that there exist previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Design-Builder, whether supplied by District or by others, which are relied upon, altered or otherwise utilized by Design-Builder, Design-Builder shall be responsible for giving appropriate recognition to such other design professionals in any materials prepared by Design-Builder under this Agreement.

D. Errors and Omissions Insurance.

Prior to the commencement of services under this Agreement, the Design-Builder shall furnish to the District satisfactory proof that the Design-Builder has, for the period covered by this Agreement, errors and omissions insurance on an occurrence basis, with limits of at least Two Million Dollars ($2,000,000) and with a deductible in an amount not to exceed the sum of Twenty-Five Thousand Dollars ($25,000). If errors and omissions insurance is not reasonably available on an occurrence basis, Design-Builder shall provide errors and omissions insurance on a claims-made basis.

Each of Design-Builder's professional sub-consultants (including consultants of Design-Builder) shall comply with this section, and Design-Builder shall include such provisions in its contracts with them.

Said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the Declarations Page and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer's limits of liability.

Should any of the required insurance be provided under a claims-made form, Design-Builder shall maintain coverage continuously throughout the term of this Agreement, and without lapse, for a period of at least ten (10) years beyond the Agreement expiration or

the completion of construction (whichever is later), to the effect that, should occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policy. Nothing herein shall in any way limit or diminish Design-Builder's obligations to the District under any provision, including any duty to indemnify and defend the District.

Design-Builder shall not commence work under this Agreement until all required insurance certificates, declarations pages and additional insured endorsements have been obtained and delivered in duplicate to the District for approval. Thereafter Design-Builder shall produce a certified copy of any insurance policy required under this Article upon written request of the District.

At the time of making application for any extension of time, Design-Builder shall submit evidence that all required insurance policies will be in effect during the requested additional period of time.

If the Design-Builder fails to maintain such insurance, the District may, but shall not be required to, take out such insurance, and may deduct and retain the amount of the premiums from any sums due the Design-Builder under this Agreement.

Nothing contained in this Agreement shall be construed as limiting, in any way, the extent to which the Design-Builder may be held responsible for the payment of damages resulting from the Design-Builder's operations.

Each of Design-Builder's consultants shall comply with this Article, and Design-Builder shall include such provisions in its contracts with them.

Insurance companies providing the above policies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All such insurance companies shall have no lower than an "A-, VIII" in Best's Rating Guide and shall be satisfactory to the District.

Any failure to maintain any item of the required insurance may, at District's sole option, be sufficient cause for termination of this Agreement.

E. Compliance with Laws.

Design-Builder shall be familiar with, and Design-Builder and Design-Builder's design shall comply with, all State and Federal laws and regulations applicable to the Project or lawfully imposed upon the Project by agencies having jurisdiction over the Project, including but not limited to statutes, decisions, regulations, building or other codes, ordinances, charters, prevailing wage law, and the Americans with Disabilities Act ("ADA").

F. Ownership of Documents; Licensing of Intellectual Property.

All designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Design-Builder under this Agreement shall be and shall remain the property of the District for all purposes, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to any other project, provided that any invalidity of such ownership in relation to any other project shall not affect the validity of such ownership in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316.

The Design-Builder will provide the District with a complete set of reproducible designs, plans, specifications, studies, drawings, estimates and other documents or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Design-Builder under this Agreement, and will retain, on the District's behalf, the original documents or reproducible copies of all such original documents, however stored, in the Design-Builder's files for a period of no less than fifteen (15) years. Design-Builder shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify, reuse or sublicense any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared by the Design-Builder under this Agreement, not only as they relate or may relate to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) but as they relate or may relate to other projects, provided that any invalidity of such license in relation to such other projects shall not affect the validity of such license in relation to this Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to this Project) under Education Code Section 17316. The Design-Builder shall require any and all subcontractors and consultants to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of such subcontractors or consultants performed under this Agreement.

The compensation for this Project includes compensation not only for any use in connection with this Project and use or re-use for repair, maintenance, renovation, modernization or other alterations or revisions to this Project, but also for any re-use by the District in relation to other projects. The only other term or condition of such re-use shall be that if the District reuses the plans prepared by the Design-Builder and retains another certified architect or structural engineer for the preparation of those plans for the re-use, the District shall indemnify and hold harmless the Design-Builder and its consultants, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from, in whole or in part, the re-use to the extent required by Education Code section 17316, subdivision (c).

Design-Builder represents and warrants that Design-Builder has the legal right to license any and all copyrights, designs and other intellectual property embodied in plans, specifications, studies, drawings, estimates or other documents that Design-Builder or its consultants prepares or causes to be prepared under this Agreement. **Design-Builder shall indemnify, defend and hold the District harmless under Section VI.G of this Agreement for any breach of this section due to Design-Builder's negligence, recklessness or willful misconduct.** The Design-Builder makes no such representation and warranty in regard to previously prepared designs, plans, specifications, studies, drawings, estimates or other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to physical drawings, data magnetically or otherwise recorded on computer disks, or other writings, that were prepared by design professionals other than Design-Builder and provided to Design-Builder by the District.

G. Indemnity Regarding Design.

Design-Builder Indemnification – **To the fullest extent permitted by law, including California Civil Code section 2782.8, the Design-Builder shall defend, indemnify, and hold harmless the District, the governing Board of the District, each member of the Board, and their officers, agents and employees ("District Indemnitees") against claims to the extent that they arise out of, pertain to, or relate to negligence, recklessness or willful misconduct of the Design-Builder, the Design-Builder's officers, employees, or consultants in performing or failing to perform any design work, services, or functions provided for, referred to, or in any way connected with any design work, services, or functions to be performed under this Agreement.**

The Design-Builder's defense obligation shall consist of payment of 50% of the attorneys' fees, experts' fees, and all other litigation costs incurred in the District's defense ("Defense Costs"), with such payment occurring within thirty (30) days of Design-Builder's receipt of each invoice for such Defense Costs. After conclusion of the action against the District Indemnitees (including all appeals), the District shall reimburse the Design-Builder for any amount of Defense Costs paid by Design-Builder in excess of the proportional fault of the Design-Builder to the extent specified in a settlement agreement, arbitration award, or verdict; or Design-Builder shall

reimburse the District for any amount of Defense Costs paid by District in excess of the proportional fault of the parties other than the Design-Builder to the extent specified in a settlement agreement, arbitration award, or verdict.

For purposes of this Article 18.1 only, "claims" means all claims, demands, actions and suits brought by third parties against the District Indemnitees for any and all losses, liabilities, costs, expenses, damages and obligations.

If one or more defendants is/are unable to pay its/their share of Defense Costs due to bankruptcy or dissolution of the business, the Design-Builder shall meet and confer with other parties regarding unpaid Defense Costs.

This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Design-Builder.

District Indemnification for Use of Third Party Materials – The District shall defend, indemnify, and hold harmless the Design-Builder and its employees against any and all copyright infringement claims by any design professional formerly retained by the District arising out of Design-Builder's completion, use or re-use of that former design professional's designs or contract documents in performing this Agreement. Design-Builder shall be entitled to such indemnification only if each of the following conditions are met: (a) Design-Builder actually re-draws or completes such other designs or contract documents; (b) Design-Builder complies with the provisions of this Agreement regarding use of materials prepared by other design professionals; (c) District has supplied Design-Builder with the previously prepared documents or materials; and (d) District expressly requests that the Design-Builder utilize the designs or contract documents in question. By providing this or any other indemnification in this Agreement, District does not waive any immunities.

ARTICLE VII. TERMINATION.

The Owner or Design-Builder may terminate the Contract as provided in the General Conditions.

In addition, if the Design-Builder refuses to sign an amendment to set the Construction Price (see above), then the District may (a) terminate the entire design-build contract, or (b) terminate just the construction portion of the design-build contract and then require the Design-Builder to provide design services during construction performed by another contractor hired by the District.

ARTICLE VIII. PREVAILING WAGES.

The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of

California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Design-Builder and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Design-Builder and any subcontractor under the Design-Builder as a penalty to the Owner shall forfeit not more than Two Hundred Dollars ($200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates 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 Design-Builder.

The Design-Builder and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. The Design-Builder and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner at least monthly.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE IX. WORKING HOURS.

In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Design-Builder or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Design-Builder and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Standards Enforcement. The Design-Builder shall as a penalty to the Owner forfeit Twenty-five Dollars ($25.00) for each worker employed in the execution of this Agreement by the Design-Builder or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE X. APPRENTICES.

The Design-Builder agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Design-Builder for all apprenticeable occupations.

ARTICLE XI. SKILLED AND TRAINED WORKFORCE [Not Used]

ARTICLE XII. DSA OVERSIGHT PROCESS.

The Design-Builder must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the Work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d)

coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Work or Project.

Design-Builder shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Design-Builder's Wrongful Act or Omission. If inspected Work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected Work is subject to removal and correction, at Design-Builder's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE XIII. INDEMNIFICATION AND INSURANCE.

The Design-Builder will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the Contract Documents, including the General Conditions.

By this statement the Design-Builder represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Design-Builder shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Design-Builder shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be $2,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be $4,000,000 per accident for bodily injury and property damage combined single limit.

ARTICLE XIV. ENTIRE AGREEMENT.

The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Design-Builder, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XV. EXECUTION OF OTHER DOCUMENTS.

The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or

appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XVI. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XVII. BINDING EFFECT.

Design-Builder, by execution of this Agreement, acknowledges that Design-Builder has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Design-Builder and the Owner and their respective successors and assigns.

ARTICLE XVIII. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.

If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Alameda, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XIX. AMENDMENTS.

The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including a change order, signed by the parties and approved or ratified by the Governing Board.

ARTICLE XX. ASSIGNMENT OF CONTRACT.

The Design-Builder shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XXI. WRITTEN NOTICE.

Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

ARTICLE XXII. SANCTIONS IN RESPONSE TO RUSSIAN AGGRESSION.

[Not Used]

DESIGN-BUILDER:

ALTEN CONSTRUCTION, INC.
a California corporation

Signature: _____ 2/27/23
Date

Name: Robert A. Alten
Chairman, Pres., or Vice Pres. President & CEO

Signature: _____ 2/27/23
Date

Name: Shannon M. Alten
(Secretary, Asst. Secretary, CFO, or Asst. Treasurer) Vice President & CFO

OAKLAND UNIFIED SCHOOL DISTRICT

_____ 4/13/2023
Mike Hutchinson, President, Date
Board of Education

_____ 4/13/2023
Kyla Johnson-Trammell, Superintendent Date
and Secretary, Board of Education

_____ 3/6/23
Tadashi Nakadegawa, Deputy Chief, Date
Facilities Planning and Management

Approved As To Form:

_____ 3/3/23
OUSD Facilities Legal Counsel Date

C32430
CALIFORNIA ARCHITECT LICENSE NO.

10/31/23
LICENSE EXPIRATION DATE

705713

CALIFORNIA CONTRACTOR'S LICENSE NO.

6/30/24

LICENSE EXPIRATION DATE

NOTE: Design-Builder must give the full business address of the Design-Builder and sign with Design-Builder's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

REQUEST FOR PROPOSALS
TO PROVIDE ALTERNATIVE DESIGN-BUILD SERVICES

FOR

OAKLAND UNIFIED SCHOOL DISTRICT
MCCLYMONDS HIGH SCHOOL
MODERNIZATION PROJECT

PROPOSALS TO BE RECEIVED AT THE OFFICE OF:

OAKLAND UNIFIED SCHOOL DISTRICT

955 HIGH STREET
OAKLAND, CA 94601
ATTN: TADASHI NAKADEGAWA, DEPUTY CHIEF

NO LATER THAN:

JANUARY 13, 2023, 2:00 P.M.

REQUEST FOR PROPOSALS
TO PROVIDE ALTERNATIVE DESIGN-BUILD SERVICES

RECEIPT OF PROPOSALS. One electronic copy will be received at the office of the:

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, CA 94601
ATTN: TADASHI NAKADEGAWA, DEPUTY CHIEF
(CC: JUANITA HUNTER @ juanita.hunter@ousd.org)

no later than January 13, 2023 @ 2:00 P.M. (PACIFIC TIME)

DESCRIPTION OF WORK. Pursuant to Education Code sections 17250.60 *et seq*., the Oakland Unified School District seeks a design-build entity to prepare the final design for, and to construct, the building(s) and site at the McClymonds High School (the "Project"), with this work for the Project ("Work") being in full compliance with the requirements of this Request for Proposals, including the scope in the RFQ and the Bridging Documents. The Project will be constructed at 2607 Myrtle Street, Oakland, CA 94607. The Project will include constructed on the entire the campus. (See ***Exhibits A and B***.) The Project will be a modernization of the existing building(s), new site work, and potentially new building(s) as delineated in the Bridging Documents. As set forth herein, the design-build entity will be responsible for the final design and transmission of their final design to the Division of the State Architect ("DSA"). The design-build entity will be responsible for obtaining final DSA approval. No construction work shall be performed until the design-build entity receives written approval of the plans, as to the safety of design and construction, from the DSA.

ELIGIBLE DESIGN-BUILD ENTITIES. Only the design-build entities that have already been prequalified, or short-listed, by the District for this Project based on their Statements of Qualifications will be allowed to submit proposals.

A design-build entity will not be eligible to submit a proposal, if the entity, or any consultant or contractor to the entity, participated in the preparation of the Request for Qualifications or this Request for Proposals (including the design-build contract ["Contract"] documents ["Contract Documents"], which include the agreement and general conditions [see ***Exhibit E***] and District's requirements for design of the Project [the "Design Requirements" or "Bridging Documents"; see ***Exhibit F***]).

ESTIMATED COST OF THE PROJECT: The District estimates a Contract price of $65.0 Million for this Project, inclusive of all hard costs, soft costs, escalations, and contingencies (Total Project Cost). The District will withhold retention of 5% from all payments for the Work. Upon receipt of DSA approval, the District may elect to release the retention related to Work performed prior to DSA approval.

FEDERAL FUNDING. No federal funds are being used by Owner for the Contract.

PROJECT LABOR AGREEMENT:

This Contract is subject to the District's Project Labor Agreement which can be found by going to the OUSD home page: https://www.ousd.org/Page/21439
For questions or assistance concerning the Project Labor Agreement, contact Maribel Alejandre, (510) 835-7603 X 21, Davillier-Sloan, Inc. 1630 12th Street, Oakland, California, 94607.

LOCAL, SMALL LOCAL, AND SMALL LOCAL RESIDENT BUSINESS ENTERPRISE PROGRAM:

On January 29, 2014, OUSD adopted a resolution amending the 2008 Local, Small Local, and Small Local Resident Business Enterprise Program (L/SL/SLRBE) and increasing the mandatory local participation requirement from twenty (20%) to fifty (50%) percent for all capital program/construction related contracts and professional services agreements. As with all OUSD projects, companies must be certified by the City of Oakland in order to earn credit toward meeting the participation requirement.

The basic Local Business Utilization Policy requires that there is a mandatory fifty percent (50%) LBU participation with a 25% or less Local Business (LBE) participation and a 25% or more Small Local or Small Local Resident Business (SLBE/SLRBE) participation.

The full version of OUSD's latest Local, Small Local and Small Local Resident Business Enterprise Program can be found by going to the OUSD home page: https://www.ousd.org/Page/21213

PROJECT ADMINISTRATION. All questions relative to this Project shall be directed to the following District representatives. No telephone calls will be accepted; submit letter or email questions only.

Oakland Unified School District
955 High Street
Oakland, CA 94601
Attn: Kenya Chatman
E-mail: kenya.chatman@ousd.org and
Cc: Colland Jang
E-mail: colland.jang@ousd.org

***NON-MANDATORY* SITE MEETING BY REQUEST.** If a proposing entity desires a site walk, they must request in writing to the Project Manager (Nicole Wells at nicole.wells@ousd.org). Any team that does not request a site meeting/site visit, it will nevertheless be held accountable for all information that could have been obtained at the meeting.

DISTRICT'S RIGHTS RESERVED. The District reserves the right to reject any and all proposals in its discretion, to waive any informality in a proposal, to reject the proposal of any

proposer who has been delinquent or unfaithful in any former contract with the District, and to make awards in the interest of the District.

EVALUATION OF PROPOSALS.

The District shall award the alternative design-build contract for the Project to the proposal that provides the best value to the District, pursuant to Education Code section 17250.60(b) and 17250.62(f).

The schedule for submittal of proposals and selection of the alternative design-build entity will be as follows:

Site meeting	By Request
Confidential Meeting #1	11/30, 2022
Meeting #1 Addendum	12/02, 2022
Confidential Meeting #2	12/14, 2022
Meeting #2 Addendum	12/16, 2022
Confidential Meeting #3 and Last day for design-build entities to submit questions	01/04, 2023
Final Addendum	01/06, 2023
Bids or proposals due	01/13, 2023
District Board approves agreement	03/22, 2023

The District reserves the right to amend this schedule for any reason.

COMPLETION OF WORK. It is the intent of the District that this project be available for use for the Fall of 2027. The design-build entity shall submit as part of their scored RFP their best proposed schedule for when the entire scope of the work (design and construction) shall be fully (not substantially) Complete. Milestone deadlines will be developed during contract negotiations and may also apply (see Section III of the Agreement).

The District will issue a Notice to Proceed within fifteen (15) days of the Board approval of the alternative design-build agreement. The alternative design-build entity shall prepare the plans and specifications in conformance with the District's design requirements or "Bridging Documents" (see ***Exhibit F***) that were prepared by the District's architect for the project, Perkins Eastman ("Architect").

The alternative design-build entity shall identify on their submitted schedule the following milestones:

- Schematic Design Conformance Set
- Design Development Set
- 50% Construction Documents
- DSA Submittal Set / GMP Bid Set

District will review each design phase set for conformance to the Bridging Documents and compliance with intended budget, and provide approval or rejection, or provide comments and

required revisions, to the design-build entity within ten (10) calendar days of receipt. If the design package is not approved by the District, the design-build entity shall make all necessary revisions and re-submit to the District for review without penalty to the District.

The Final 100% Plans and Specifications must be reviewed and accepted by the District before the alternative design-build entity may send them to the DSA for approval. The District will review the 100% design package for conformance to the bridging documents and budget, and provide approval, or provide comments and required revisions, to the design-build entity within ten (10) calendar days of receipt of the Final 100% Plans and Specifications. If the 100% design package is not approved by the District, the design-build entity shall make all necessary revisions and re-submit to the District for review without penalty to the District.

The alternative design-build entity shall produce a Draft Guaranteed Maximum Price "GMP" based on the DSA set prior to DSA submittal. A reasonable allowance for DSA changes shall be included in the Draft GMP as negotiated with the District. A Final GMP shall be submitted upon receipt of the Final DSA set for approval by the District's Board. If the DSA requires changes in the design, the alternative design-build entity shall either incorporate DSA changes or obtain District approval of alternative methods to satisfy the DSA plan check comments. The alternative design-build entity may not perform any site work until the DSA has approved all of the Final Plans and Specifications.

Pursuant to the Agreement, liquidated damages shall accrue for any and all failures to meet the Contract deadlines, including milestone deadlines.

COVID-19. During the Work, the Design-Builder shall ensure that all Work, including but not limited to Work performed by Subcontractors, is performed in compliance with all applicable legal, contractual, and local government requirements related to the novel coronavirus and COVID-19, including "social distancing," masks, and hygiene as may be ordered by the State or local authorities and as may be directed in the Contract Documents (see Specification Section where the architect's specs require the design-builder to comply with social distancing requirements and applicable health orders). Each bidder must include in its bid all costs related to these requirements in effect at the time of bidding. If additional COVID-19 requirements are imposed after the bid and the Design-Builder believes that it is entitled to additional time or money, it must timely submit proper requests pursuant to the Contract Documents.

OBTAINING REQUEST FOR PROPOSAL. Interested parties were delivered an electronic copy of the RFP Document, which was sent via e-mail in a PDF format to the final short listed teams. To ensure receipt of any other notifications regarding this proposal and to have the proposal considered valid, **documents must be obtained from the District**.

BONDS; ACCEPTANCE OF PROPOSAL. If a proposal is accepted by the District and the District's governing board awards the Contract to that proposer, then within ten (10) days after award the proposer will execute the Contract, and within ten (10) days after DSA approval and Board approval of the GMP, the proposer will secure payment of workers' compensation insurance, furnish a satisfactory faithful performance bond in the amount of one hundred percent

(100%) of the total proposal price, and furnish a labor and material bond in the amount of one hundred percent (100%) of the total proposal price (see forms in ***Exhibit D***).

WAGE RATES. Pursuant to Sections 1773 et seq., and following, of the California Labor Code, the successful proposer shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. The successful proposer shall post a copy of the determinations at the job site.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A design-builder or subcontractor shall not be qualified to submit a proposal or to be listed in a proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. A design-builder or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work and proof of registration is provided.

INSTRUCTIONS TO PROPOSING ENTITIES

FORM OF PROPOSAL. The proposal shall be made on the form provided herein. The proposal shall give the proposed dollar amounts and percentages in the space(s) provided; shall give all other information requested; and shall be signed by the proposer or proposer's authorized representative, with proposer's address. One electronic copy of the proposal shall be submitted bearing the name of the proposer and name of the project.

The Proposal must contain the following documents in the forms attached to this Request for Proposal (see ***Exhibit C***), or the District reserves the right to reject the Proposal as non-responsive:

- Proposal form, including confirmation of receipt of all addenda and certification
- Non-collusion declaration
- Designation of subs
- Sufficient funds declaration
- Workers' compensation certification
- Drug-free workplace certification
- Iran Contracting Act certification
- Fingerprinting notice and acknowledgement for non-construction services (including design)
- Fingerprinting notice and acknowledgement for construction services
- Roof project certification (see form in ***Exhibit C***)
- DVBE worksheet, if DVBE is required for this contract (see below)
- DVBE certification, if DVBE is required for this contract (see below)
- Site Visit Certification (if the pre-bid site visit was mandatory; see above)
- Local Business Participation Form
- Schedule Z Debarment Suspension Certification
- A full project schedule with milestones
- A maximum of two (2) 20" x 30" digital presentation boards. May not include videos/fly throughs/animated graphics of any kind. Must include a site plan and one (1) main perspective of the front facade, minimum.

Within ten (10) calendar days of the award of the Contract to a proposer, the proposer shall submit an executed certification from the fingerprinting notice and acknowledgement for non-construction services (see ***Exhibit C***); and prior to commencing any construction services, the proposer shall submit an executed Student Contact Form from the fingerprinting notice and acknowledgement for construction services (see ***Exhibit C***).

DELIVERY OF PROPOSAL. The proposal shall be delivered by the time and to the place stipulated in this Request for Proposals. It is the proposer's sole responsibility to see that the proposal is received in proper time. Any proposal received after the scheduled closing time for receipt of proposals will be returned to the proposer unopened.

WITHDRAWAL OF PROPOSAL. A proposal may be withdrawn by the proposer by means of a written request, signed by the proposer or proposer's properly authorized representative. Such written request must be delivered to the place stipulated in this Request for Proposals for receipt of proposals prior to the scheduled closing time for receipt of proposals. After the deadline for submittal of proposals, a proposal may not be withdrawn for any reason for at least sixty (60) days.

OPENING OF PROPOSALS. There will ***not*** be a public opening and reading of the proposals. The District will open the proposals at its convenience and will rank them based on the selection criteria specified below.

MODIFICATIONS AND ALTERNATIVE PROPOSALS. Unauthorized conditions, limitations, or provisions attached to a proposal will render a proposal incomplete and non-responsive, and may cause its rejection. The completed proposal forms shall be without interlineations, alterations, or erasures. Alternative proposals will not be considered unless requested. Oral, telegraphic, or telephonic proposals or modifications will not be considered.

DISCREPANCIES IN PROPOSALS. The proposer shall furnish an amount or percentage for all proposal items. Failure to do so will render the proposal incomplete and non-responsive, and may cause its rejection. In the event there are unit price proposal items in a proposal form and the total "amount" indicated for a unit price proposal item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one proposal item in a proposal form and the total indicated for the form does not agree with the sum proposed on the individual items, the proposal on the individual items shall govern and the total for the form will be corrected accordingly.

BUILDERS RISK COVERAGE. **TBD**

DISABLED VETERAN BUSINESS ENTERPRISES ("DVBE").

The District will require the successful proposing Contractor to achieve the minimum goal of 3% DVBE (Disabled Veteran Business Enterprises) established in the contract documents or to provide acceptable evidence of good faith efforts to do so. The DVBE Certification must be submitted with the proposal; and the DVBE Worksheet must be submitted with the DVBE Certification if Box D is checked on the first page of the DVBE Certification.

PROPOSER'S EXAMINATION OF SITE. Before submitting a proposal, the proposer shall carefully examine the Bridging Documents and other Contract Documents, and shall inspect the site of the work to satisfy proposer by personal examination, or by such other means as may be preferred, of the location of the proposed work and of the actual conditions of the site of work. Proposer may inspect the site of the work by arranging a time with the District's representatives, as identified in this Request for Proposals, above.

Submission of a proposal by the proposer shall constitute acknowledgment that, if awarded the Contract for the Project, proposer has relied and is relying on personal examination of (1) the site

of the Work, (2) access to the site, and (3) all other data and matters necessary to the fulfillment of the Work and on proposer's own knowledge of existing facilities on and in the vicinity of the site of the Work to be constructed under the Contract.

The information provided by the District is not intended to be a substitute for, or a supplement to, the independent verification by the proposer to the extent such independent investigation of site conditions is deemed necessary or desirable by the proposer. Proposer acknowledges that proposer has not relied upon information furnished by the District regarding site conditions in preparing and submitting a proposal thereunder.

DISQUALIFICATION OF PROPOSER. More than one proposal from an individual, firm, partnership, corporation, joint venture, or association under the same or different names will not be considered. Reasonable grounds for believing that any proposer is interested in more than one proposal for the work contemplated will cause the rejection of all proposals in which such proposer is interested. If there is reason for believing that collusion exists among the proposers, all proposals will be rejected and none of the participants in such collusion will be considered in future proposals.

REGISTRATION. The District shall not accept any proposal or enter into any contract without proof of the proposer's current registration to perform public work under Labor Code section 1725.5. The proposer shall not accept any subbid or enter into any subcontract without proof of the subcontractor's current registration to perform public work under Labor Code section 1725.5.

NO REIMBURSEMENT FOR COSTS INCURRED. The District accepts no liability for the costs and expenses incurred by firms in responding to any clarification requests, resubmittals, interviews, negotiations, or any other portion of this design-build selection process. Each party that enters into this selection process shall prepare the required materials and submittals at its own expense and with the express understanding that they cannot make any claims whatsoever for reimbursement from the District for the costs and expenses associated with this process.

INTERVIEWS. After receipt of the proposals, the District may conduct interviews with one or more of the proposing design-build entities. The District reserves the right not to conduct interviews.

SUBCONTRACTORS. The Design-Builder is not required to list any subcontractors in its proposal. However, after DSA approval of the design, the Design-Builder may select subcontractors for performance of construction work, and if the scope of a subcontractor's construction work is greater than 0.5% of the total value of the contract price allocable to construction work, then the Design-Builder shall use the procedures specified in Education Code section 17250.65(b) to select that construction subcontractor. The Design-Builder shall award each construction subcontract on a best value basis. If the Design-Builder wants to directly perform any scope of construction work, it must obtain proposals from at least two subcontractors for that scope of work and then establish to the District satisfaction and written approval that the Design-Builder's proposal is the best value.

AWARD OF THE WORK. Any award of the Contract will be made within sixty (60) calendar days after opening of the proposals. Unless otherwise indicated, a single award will not be made for less than all the proposal items in an individual proposal schedule.

BEST VALUE SELECTION CRITERIA.

The Contract shall be awarded to the design-build entity whose proposal is determined by the District to be the best value. The best value shall be evaluated based only on the following criteria (each criterion being scored on a 0-100 basis), and the relative weight that has been assigned to each one:

- The design cost, general conditions, overhead, and profit (50%)
- Technical design and construction experience (10%)
- Life-cycle costs over 25 years (5%)
- Milestone Schedule (10%)
- Bridging Document Compliance Performance (15%)
- Final Proposed Architectural Solution (5%)
- Confidential Interview Performance (5%)

The District reserves the right to request additional information or proposal revisions, or hold discussions and negotiations with responsive proposers, according to the following procedures:

- Within seven (7) calendar days of a request by the District for additional information regarding qualifications or the proposal, the proposer shall submit the requested information, including a certification.
- The District may discuss the Project with a proposer, or discuss or negotiate the proposal submitted by the proposer, at any time. The District may have such discussions or negotiations with more than one proposer at the same time.
- The District may request that a proposer submit within seven (7) calendar days a revised proposal.

When the evaluation is complete, the District shall rank the top three responsive proposers based on determination of value provided by their proposals. The Contract shall be awarded to the responsible design-build entity whose proposal is determined by the District to have offered the best value to the public.

Upon award, the District shall publicly announce its award, identifying the design-build entity to which the award is made, along with a statement regarding the basis of the award. This statement and the District's file regarding the Contract shall provide sufficient information to satisfy an external audit.

EXECUTION OF CONTRACT. The proposer to whom award of the work is made shall execute the Contract on the form of agreement provided herein and, within ten (10) calendar days after award of the Contract, or before the proposer commences performance of the Contract, whichever is earlier, shall submit to the District (a) all insurance required by the Contract, and (b) the performance and payment bonds and the student contact form in the form attached to this RFP. Failure or refusal to execute the Contract, submit the required documents, or to conform to

any of the stipulated requirements in connection with it, the recovery of damages from the proposer, and the award of the Contract to another proposer.

SETTING THE PRICE OF CONSTRUCTION. Once the complete design has been approved by DSA and the subcontractors have been selected, the District will set the price for the construction work based on the following formula: (Price of all subcontracts for construction work + Price of the construction work (if any) to be performed by the design-build entity) × Proposed percentage for general conditions, overhead, and profit. The design-build entity and District shall sign an amendment to the design-build agreement stating the price set for the construction work, to be approved by the District's governing board. No construction may commence until the amendment is approved by the District's governing board.

TERMINATION. If the design-build entity refuses to sign the amendment, then the District may (a) terminate the entire design-build contract, or (b) terminate just the construction portion of the design-build contract and then require the design-build entity to provide design services during construction performed by another contractor hired by the District.

SKILLED AND TRAINED WORKFORCE REQUIREMENTS. The successful design-build entity will have to comply with skilled and trained workforce requirements pursuant to Public Contract Code sections 2600 et seq. and Education Code section 17250.62(c)(1).

END

EXHIBIT A

LOCATION PLAN

2607 Myrtle Street, Oakland, California 94607

Found in the following link:
https://drive.google.com/drive/folders/0AMpXmqpy5z61Uk9PVA

EXHIBIT B

SITE PLAN

Found in the following link:
https://drive.google.com/drive/folders/0AMpXmqpy5z61Uk9PVA

EXHIBIT C

DOCUMENTS TO BE SUBMITTED WITH PROPOSAL

PROPOSAL FORM FOR ALTERNATIVE DESIGN-BUILD

PROPOSAL TO:

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, CA 94601
ATTN: TADASHI NAKADEGAWA, DEPUTY CHIEF

PROPOSAL FOR:

The design and construction of the building(s) and site at the McClymonds High School ("Project").

PROPOSAL FROM:

Name of Proposer: _____

Address: _____

_____

_____

Phone: _____ Fax: _____

The undersigned proposer hereby proposes to furnish all labor, materials, equipment, tools, and services necessary to perform all design and construction work required for the Project under the proposal schedule, in accordance with the entire Request for Proposals, including the Instructions and all exhibits, and in accordance with all subsequent additions, deletions or revisions to the Request for Proposals issued by the District prior to deadline for the submittal of the proposals for the Project.

The proposer must propose on all items and provide a price for each item, or the proposal may be disqualified. The District will award a contract based on the methodology stated in the Request for Proposals, including the Instructions. The District reserves the right to delete any or all of the proposal items of work from the contract.

The Total Proposal Amounts and Percentages shall be deemed to cover the design-build entity's entire cost of doing all work necessary to complete the Project in accordance with the Request for Proposal, including all exhibits.

The undersigned proposer declares that it has read and understands the Contract Documents, including but not limited to the Agreement, the General Conditions, and the Bridging Documents.

ITEM	BASE PROPOSAL (numerical)
1. Total Design Services Price (including design services during construction)	$_____._____
2. General Conditions (i.e., Field Overhead), Home Office Overhead, and Profit for Construction Work	_____% (to be applied to the total cost of all construction work, whether performed by the alternative design-builder or subcontractors)

BASE PROPOSAL IN WRITING:

Total Design Services Price: _____ Dollars and _____Cents

Total Percentage for General Conditions (i.e., Field Overhead), Home Office Overhead, and Profit for Construction Work: _____ Percent

CONFIRMATION OF ANY ADDENDA. The following addenda were received and considered as part of this proposal package:

Addendum Number	Subject
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Dated: _____, 20__

_____
(Proposer Firm/Company)

_____ (Sign)

_____ (Print)

Its _____ (Title)

CERTIFICATION

A proposal submitted by a corporation must be signed by (1) the chairman of the board, president or any vice president, and then (2) the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name and title of each person signing and the legal name of the corporation (including the state of incorporation) shall also be typed or printed below the signature. Satisfactory evidence of the authority of each officer signing on behalf of a corporation shall be furnished with the proposal.

A proposal submitted by a partnership must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. The name and title of the person signing and the name of the partnership shall also be typed or printed below the signature.

A proposal submitted by a joint venture must furnish the full name of all members of the joint venture and must be signed by a representative of each member who has authority to bind the member in such matters. The name and title of the person signing and the name of the member shall also be typed or printed below the signature.

Each person signing below makes the following representations under penalty of perjury:

The submitter of the foregoing proposal has read the same and the matters stated therein are true of his or her own personal knowledge. This information is provided for the purpose of a proposal for the Project, and any individual, company or other agency named herein is hereby authorized to supply the District with any information necessary to verify the prospective proposer's proposal. By signing below, the submitter and the design-build entity hereby grant permission to the District to contact any or all of the above listed persons or entities to confirm information in the proposal or otherwise investigate such information.

The submitter understands that any statement which is proven to be false shall be grounds for immediate disqualification from award of the Contract for the Project. The submitter whose signature appears below represents and warrants that he or she has authority to bind the named entity.

I, the undersigned, certify and declare that I have read all the foregoing answers and information in this proposal and know their contents. The matters stated in the proposal are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Evidence of authority to bind corporation is attached.

_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Entity Name	Entity Name
_____	_____
Date	Date

_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Entity Name	Entity Name
_____	_____
Date	Date

(Add additional signature pages as necessary to comply with the directions above.)

NONCOLLUSION DECLARATION
[Public Contract Code §7106]

Owner: Oakland Unified School District
Contract: McClymonds High School Modernization Project

The undersigned declares:

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

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 20__, at _____ [*city*], _____ [*state*].

_____
Signature

_____
Print Name

SUFFICIENT FUNDS DECLARATION
[Labor Code §2810]

Owner: Oakland Unified School District
Contract: McClymonds High School Modernization Project

I, _____, declare that I am the _____ of _____, the entity making and submitting the proposal for the above Contract that accompanies this Declaration, and that such proposal includes sufficient funds to permit _____ [*insert name of entity*] to comply with all local, state or federal labor laws or regulations during the Contract, including payment of prevailing wage, and that _____[*the entity*] will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on _____20__, at _____ *[city]*, _____ *[state]*.

_____
Signature
Print Name: _____
Print Title: _____

WORKERS' COMPENSATION CERTIFICATION
[Labor Code §1861]

Labor Code Section 3700, in relevant part, provides:

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

(a) By being insured against liability to pay compensation 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 either as an individual employer or as one employer in a group of employers. Said certificate 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 or her employees … ."

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

_____
_____
_____
_____
_____
_____
Name of Contractor

_____
Signature

_____ _____
Print Name Date

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

DRUG-FREE WORKPLACE CERTIFICATION

The DrugFree Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state 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 the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

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

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required 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 Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the DrugFree Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq*.

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq*. and hereby certify that I will adhere to the requirements of the DrugFree Workplace Act of 1990.

_____

Name of Contractor

_____

Date

_____

Signature

_____

Print Name

IRAN CONTRACTING ACT CERTIFICATION
[Public Contract Code §2200 *et seq.*]

As required by Public Contract Code ("PCC") section 2204 for contracts of $1,000,000 or more, please insert proposer's or financial institution's name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid or propose on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the proposer/financial institution identified below, and the proposer/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/proposer, for 45 days or more, if that other person/proposer will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

Proposer Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in*

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a proposer/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Proposer Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR NON-CONSTRUCTION SERVICES

Found in the following link:
https://drive.google.com/drive/folders/0AMpXmqpy5z61Uk9PVA

FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT FOR CONSTRUCTION SERVICES

Found in the following link:
https://drive.google.com/drive/folders/0AMpXmqpy5z61Uk9PVA

ROOF PROJECT CERTIFICATION
[Public Contract Code §3006]

This form is only required for replacement or repair of more than 25% of a roof for a total cost over $21,000]

I, _____ [*name*], _____ [*name of employer*], certify that I have not offered, given , or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with the roof project contract. As used in this certification, "person" means any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals. Furthermore, I, _____ [*name*], _____ [*name of employer*], certify that I do not have, and throughout the duration of the contract, I will not have, any financial relationship in connection with the performance of this contract with any architect, engineer, roofing, consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [*name*], _____ [*name of employer*], have the following financial relationships, with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

_____
[*name and address of building, contract date and number*]

_____
[*name and address of building, contract date and number*]

_____
[*name and address of building, contract date and number*]

_____
[*name and address of building, contract date and number*]

I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

_____ Signature _____ Date

_____ Print Name

_____Print Name of Employer

DISABLED VETERAN BUSINESS ENTERPRISE FORMS
[Education Code §17076.11]

Found in the following link:
https://drive.google.com/drive/folders/0AMpXmqpy5z61Uk9PVA

EXHIBIT D

PAYMENT BOND FORM, AND PERFORMANCE BOND FORM

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we _____ as Principal and _____ as Surety, are held and firmly bound unto the Oakland Unified School District, in the County of Alameda, State of California, hereinafter called the "Owner," in the sum of _____ Dollars ($__ _____) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated _____, 20__, for design and construction of:

The McClymonds High School Modernization Project

The condition of this obligation is such that, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

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

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond. In the event that the Surety elects to complete the Work of the Contract after termination of the Contract by Owner, the Surety may not hire Principal, or any of Principal's owners, employees, or subcontractors, to perform the Work without the written consent of Owner, and the Owner may grant or withhold such consent within its sole discretion.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, 20__, hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)

_____
(Individual Principal)

_____
(Business Address)

(Affix Corporate Seal)

_____
(Corporate Principal)

_____
(Business Address)

(Affix Corporate Seal)

_____
(Corporate Surety)

_____
(Business Address)

_____

By:_____

_____

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

The total amount of premium charged is _____.

The above must be filled in by Corporate Surety.

PAYMENT BOND
(Labor and Material)

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the Oakland Unified School District (the "Owner" of the public works contract described below) and _____, hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to design and construct:

The McClymonds High School Modernization Project

Which said agreement dated _____, 20__, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the Contract, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned _____("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of _____ Dollars ($_____) which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

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

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

_____
Principal

_____

_____
Surety

_____

By:_____
Attorney-in-Fact

_____

The above bond is accepted and approved this _____ day of _____, 20__.

EXHIBIT E

DESIGN-BUILD AGREEMENT FORM, AND GENERAL CONDITIONS

Found in the following link:
https://drive.google.com/drive/folders/0AMpXmqpy5z61Uk9PVA

EXHIBIT F

THE DISTRICT'S DESIGN REQUIREMENTS ("BRIDGING DOCUMENTS" OR "DESIGN CRITERIA") FOR THE PROJECT

Found in the following link:
https://drive.google.com/drive/folders/0AMpXmqpy5z61Uk9PVA

ADDENDUM NO. 1
(Issued November 30, 2022)
Request for Proposals
Design-Build Services for McClymonds High School Modernization Project

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the bid documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

District Modification #1:

OUSD has a Local Business Utilization requirement for the McClymonds' Renovation Project. A reminder of the requirement can be found at the following link: https://www.ousd.org/domain/1302

The requirements are for the entirety of the project, design and construction, as a total value. To be issued as a direct e-mail to all bidders will be an affirmation worksheet that will need to be submitted with your proposal. A positive affirmation to achieve the LBU requirements of the district will be scored as a pass, not agreeing to meet the requirements will be a failure for this RFP. Additionally, each bidder will be eligible for up to an additional 5 points if the bidder agrees to exceed the District's LBU requirements. The proposer will be scored based on submitting a narrative showing how you will exceed the requirements. Therefore, as part of the Proposal, the District is requesting a detailed narrative of the approach and/or strategy the Design-Build Entity will utilize to exceed full compliance. Provide a past Design-Build project example where the proposer exceeded the requirements and a plan on how you intend to exceed the requirements of our project.

RECEIPT OF THIS ADDENDUM (AS WELL AS PREVIOUSLY ISSUED ADDENDA) MUST BE ACKNOWLEDGED IN THE PROPOSAL

ADDENDUM NO. 2
(Issued December 8, 2022)
Request for Proposals
Design-Build Services for McClymonds High School Modernization Project

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the bid documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

District Addition #1:
The District has uploaded contract document specimens and drawings from its Archives into the Google Shared Folder for reference. They can be found in the same folder as the Bridging Documents: https://drive.google.com/drive/folders/0AMpXmqpy5z61Uk9PVA

District Addition #2:
For additional information on the State of California's analysis of the TCE groundwater contamination at McClymonds High School, go to the following link and click the "Activities" tab to view the reports: https://www.envirostor.dtsc.ca.gov/public/profile_report.asp?global_id=60002956

Question #1:
On page 7 of the RFP, Form of Proposal lists required documents to submit with the Proposal. If I understand correctly, because this is a Progressive DB, please confirm that the following documents are not required for this step of the proposal submittal but will be required post award.

They are:

- Designation of subs
- DVBE Worksheet and DVBE Certification
- Local Business Participation Form

District Response #1:
Instructions to Proposing Entities under the Form of Proposal Section shall be modified to defer the following documents to be submitted post-award of the Project:

- Designation of subs
- Fingerprinting notice and acknowledgement for non-construction services (including design)
- Fingerprinting notice and acknowledgement for construction services
- DVBE Worksheet and DVBE Certification
- Local Business Participation Form

The sub-contractors listed in the above mentioned documents shall correspond to the post-award team composition selected to perform the construction work based on the DSA approved design and final GMP approved by the District's Board.

Question #2:
Please clarify that a Site Visit Certification is not required for this proposal submittal.
District Response #2:
Submittal of the Site Visit Certification is not required for the Proposal as the site meetings are non-mandatory. However, conditions stated in the Proposer's Examination of Site shall still apply.

Question #3:
I did not see a Schedule Z Debarment Suspension Certification form included in the RFP packet, please provide, if applicable to the RFP submittal.
District Response #3:
Schedule Z has been uploaded into the Google Shared Folder at the following link:
https://drive.google.com/drive/folders/0AMpXmqpy5z61Uk9PVA

Question #4:
Can you also add Exhibits A and B to the google drive?
District Response #4:
The 1A Diagrams for McClymonds High School has been uploaded into the Google Shared Folder. Also, as noted in District Addition #1 above, historic drawings from the District Archives were uploaded into the shared folder for reference.

Question #5:
As for the organization of the proposal, would you recommend that we organize our response following the Best Value Selection Criteria (page 10 of the RFP) plus adding the required forms listed on page 7? Please advise.
District Response #5:
The Contract shall be awarded to the Design-Build Entity based on a best value (per Best Value Selection Criteria on page 10 page of the RFP) with the following scoring modifications:

- The design cost, general conditions, overhead, and profit: 50%
- Technical design and construction experience: 10%
- Life-cycle costs over 25 years: 5%
- Milestone Schedule: 5%
- Bridging Document Compliance Performance: 15%
- Final Proposed Architectural Solution: 10%
- Confidential Interview Performance: 5%

Question #6:
How many parking spots do they need currently and in the future with full enrollment
District Response #6:
The program currently uses 65 spaces in the parking lot for staff and visitor parking. The DBE should plan on maintaining this number of spaces but engage with campus stakeholders in the design process to confirm.

Question #7:
Where do visitors park?
District Response #7:
Visitors park in the main lot in the center of the campus. (They need access from a campus representative to get into the gated lot.)

Question #8:
Only parking for staff now in the lot?
District Response #8:
Parking is for staff and visitors during regular school hours and is also used by visitors during special events outside of school hours.

Question #9:
Is the MEP design team expected to follow the scope recommendation or can alternate systems be considered
District Response #9:
Alternate systems will not be considered.

Question #10:
Looking at the existing aerial of the Basketball Courts, there appears to also be striping for another sport to practice. Is this striping still desired?
District Response #10:
The overall design and configuration of the paved outdoor sports areas (including the striping) is to be finalized based on engagement with McClymonds stakeholders. For the purposes of the proposal, DBE entities shall plan on updating 5 outdoor tennis courts and 3 outdoor basketball courts and providing outdoor amenities that align with the concepts in section 6.2 Outdoor Space Criteria of the bridging documents.

Question #11:
It appears that the track and field were last redone in 2010, this is generally considered beyond the warranty period of the track and field materials. Are they in need of or being considered for replacement / upgrading? If previously considered Where did this scope rank in the prioritization process?
District Response #11:
The track and field are not part of the scope of the Measure Y project. They are not considered for replacement or upgrading as part of this project.

Question #12:
It appears that the current tennis courts are striped for five courts, but only four are in use, how many does the school wish to have? Have fences between the courts been considered?
District Response #12:
The overall design and configuration of the paved outdoor sports areas is to be finalized based on engagement with McClymonds stakeholders. For the purposes of the proposal, DBE entities shall plan

on updating 5 outdoor tennis courts and 3 outdoor basketball courts and providing other outdoor amenities that align with the concepts in section 6.2 Outdoor Space Criteria of the bridging documents. Upgrades such as fences between courts should be discussed in engagement with McClymonds stakeholders.

Question #13:
Please share about the history and signifigance of the Plaza of Peace? Is it the school's desire that it remains as is with updated planting and tree canopy while reducing the overall amount of turf grass or should the actual plaza be reworked as well?
District Response #13:
The Plaza of Peace is a beloved and well-maintained public space used for informal gathering as well as structured events. It is the school's desire to improve the usability of the area with better seating and shade without fundamentally reworking the plaza. There are other outdoor elements of the campus that are higher priorities for investment of limited funds.

Question #14:
The Phase 4 new outdoor space in the replaced parking area should be designed in conjunction with the Phase 3 Plaza of Peace updates due to the adjacency potential overlapping uses. Will the design be developed even if the full budget is used in Phases 1-3?
District Response #14:
If the full budget will be used in Phases 1-3, it is **not** necessary to develop a design for a new outdoor space to replace the parking (Phase 4).

Question #15:
Does the public enter at the two corners of Chestnut and 26th and 28th for public sporting events like football or track and field? Where does the public enter for other events like Basketball or Volleyball? Does the public need to purchase tickets for sporting events?
District Response #15:
The corners of Chestnut and 26th and 28th are for emergency egress only. The pubic generally enters the campus for events at the mid-block entrance on 28th Street. The criteria and locations for ticketing and concessions facilities should be refined through engagement with McClymonds stakeholders.

Question #16:
We heard that most students enter from the back, ie, west side of the school?
Do they enter from 28th at the parking driveway or somewhere else?
Do they enter at the 26th St. loading area or somewhere else?
Is there a security check at these points?
District Response #16:
The many students enter the campus at the mid-block entrance on 28th Street. There is a security gate for automobiles at this point. Preferred locations for campuses entrances should be informed by best practices regarding campus safety and finalized through engagement with McClymonds stakeholders.

Question #17:
The bridging documents has a reference to seismic updates or seismic structural updates. Would the work listed in the preferred concept in total trigger a mandetory structural rehabilitation due to project cost? Has the replacement value for each building been established?
District Response #17:
The scope of work developed by the Bridging Document Architect was based on not triggering mandatory seismic retrofit while addressing the most significant seismic deficiencies that could be remediated in a voluntary rehabilitation program. However, consultation with DSA by the Design-Build Entity will be required to establish replacement value versus the included and excluded project scope for the purpose of cost comparison in accordance with DSA IR EB-4 (Rehabilitation Required by Cost). IR EB-4 has a default replacement valuation for K-12 public school projects set by OPSC but also has two alternate valuation methods.

Question #18:
The cost/budget for the phases have a large range, for example phase 1 is listed to cost between $16m - $48m. Brief notes are provided about the range. Can you elaborate on why they have such a large range? What scope options were considered within each part of each phase?
District Response #18:
The methodology for the cost estimates is listed on pages 25-28. The large variation in ranges comes from ambiguity regarding the amount of hazardous materials mitigation that will be required and the high volatility of construction costs and soft costs at the time the estimate was produced:

"Cost Estimate includes materials and labor, hazardous materials mitigation, escalation and soft costs (i.e. design services, financing, etc...)

- Low cost estimates assume:
  - Minimal site mitigation needs
  - Best-case scenario assumptions on construction costs and escalation.
  - 20% soft costs (competitive bidding)
- High end estimates assume:
  - Extensive hazardous materials mitigation needs
  - Worst-case scenario assumptions on construction costs and escalation
  - 40% soft costs (low interest from bidding design-build entities)"

Question #19:
For phase 3 you noted that there is no measure Y cost to fund a space for battery storage, can you elaborate on where funding will come from?
District Response #19:
The funding is coming from grants for a district-wide energy efficiency upgrade program.

Question #20:
What is the typical student count per class at this time, and what would it be at its targeted enrollment of 650 students

District Response #20:
There is a wide variety of class sizes at this time, from less than 10 students per teacher up to the OUSD maximum of 31 students per teacher for most classes. Class size targets for various programs (such as Pathway-focused classes) should be finalized through engagement with McClymonds stakeholders.

Question #21:
The bridging documents mentions there is no offsite temporary student relocation but also mentions an off-site partner like the Tech Center. Can you please clarify. Is this tech center onsite or off site? Are there other off-site partners?
District Response #21:
The space currently used by the Tech Center is in building "C", the former shop building. It is an onsite partner. There are no off-site locations identified for temporary student relocation.

Question #22:
The Vapor Mitigation work required in Priority One still needs to be investigated to determine the best solution. What types or activities or testing are you expecting the DBE to perform for this scope of work during the Pre-Construction Services? Does the District have a specialized consultant that it has been working with and will it continue to do so?
District Response #22:
The selected DBE shall engage with OUSD's risk management team to collect all relevant information regarding vapor mitigation needs. It is not anticipated further testing is required but DBEs may elect to perform additional testing at their own expense.

Question #23:
Will the District Team be providing a Hazmat Report to the DBE? Will the DBE need to include the cost of a Hazmat Survey in their Pre--Construction Services cost? Will the DBE need to assist or provide any type of site investigation for assistance in the Hazmat Survey?
District Response #23:
The District shall retain the services of a Hazardous Material Abatement Consultant. In addition, the District shall retain a Certified Land Surveyor for the Project. The District has retained the services of a Geotechnical and Geohazard Consultant who prepared a Draft Geotechnical Study Report which could be found in the shared folder.

Question #24:
Phasing will be a critical piece to this project. The Bridging documents indicate a few classroom spaces that can be used as swing space for the students. Is there any study or information on classroom sizes (number of students per classroom) that could be shared to help kick start the phasing effort?
District Response #24:
Class sizes for various programs should be research through engagement with McClymonds stakeholders after the selection phase.

Question #25:
Is the priority one replacement of Plumbing Systems limited to the Buildings or is the intent to replace the site domestic water piping as well?
District Response #25:
The intent to replace the site domestic water piping.

Question #26:
Will Addendum 1 be the only bonus points available through the RFP process?
District Response #26:
Yes. The only bonus points available shall be for exceeding the minimum Local Business Utilization requirements. The LBU Affirmation Worksheet mentioned in Addendum #1 will be issued in a later Addendum.

Question #27:
We see that the points total for design cost, general conditions, overhead, and profit total is 50 out of 100. Is it assumed that the lowest price would receive the full 50 points and that subsequent proposer will receive a percentage of the 50 points based on their percentage delta from the low proposer? As an example, if the second proposer was 10% higher than the lowest proposer, would the second proposer receive 45 points? Please confirm methodology for the points.
District Response #27:
The scoring for this category will be based on the relative values submitted by the three DB Teams. Also, in order to balance the scoring criteria to reflect a selection based on best value, the District has modified the scoring percentages (see District Response #5).

Question #28:
Will the points for "Technical Design and Construction Experience" be awarded from the RFQ phase, or are you expecting a narrative on this in the proposal submittal?
District Response #28:
Design-Build Team may resubmit previous SOQ material or supplement resubmittal with additional information. This is to also provide new members of the selection committee with a comprehensive proposal.

Question #29:
How will you be awarding the points for "Bridging Document Compliance Performance?" Is the expectation that the DBE provides a narrative in the proposal addressing this?
District Response #29:
Scoring by the selection committee shall be based on Design-Build Entity's demonstrating their understanding of the programming requirements in the bridging document during the confidential meetings and a narrative in the Proposal.

Question #30:
How will the points for "Life-cycle costs over 25 years" portion of the proposal be awarded? Are you expecting a Life Cycle Cost Analysis in the proposal?

District Response #30:

The District will accept a narrative that addresses project improvements in terms of short and long term performance. Life Cycle Cost considerations would assist the District in being better informed on the proposed improvements and how they are being prioritized.

RECEIPT OF THIS ADDENDUM (AS WELL AS PREVIOUSLY ISSUED ADDENDA) MUST BE ACKNOWLEDGED IN THE PROPOSAL

ADDENDUM NO. 3
(Issued December 16, 2022)
Request for Proposals
Design-Build Services for McClymonds High School Modernization Project

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the bid documents for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown.

District Modification #1:

As indicated in previous addenda, the District would issue a LBU Affirmation Worksheet that shall be included in the Proposal. Worksheet is attached to this addendum.

RECEIPT OF THIS ADDENDUM (AS WELL AS PREVIOUSLY ISSUED ADDENDA) MUST BE ACKNOWLEDGED IN THE PROPOSAL

ADDENDUM NO. 4
(Issued January 10, 2023)
Request for Proposals
Design-Build Services for McClymonds High School Project

The following changes, additions, modifications and corrections hereinafter set forth shall apply to the RFP for the project and shall be made a part thereof and subject to all the requirements thereof, as if originally specified and/or shown;

District Announcement:
The District plans to announce its Design-Build Entity selection on **January 20, 2023.** The award of the Agreement by the Board of Education is tentatively scheduled for **March 22, 2023** meeting.

Question #1:
Please confirm if a completed "Roof Project Certification" is required in the proposal.
District Response #1:
Submittal of the Roof Project Certification is not required in the Proposal.

Question #2:
Document 00 52 00 - Schedule Z - notes at the bottom: "General Contractors and all of their subcontractors are required to submit this certification form." Please confirm only General Contractors must submit this form at the time of the proposal.
District Response #2:
Only the General Contractor shall be required to submit Document 00 52 00/Schedule Z in the Proposal.

Question #3:
According to the bridging documents, the fire alarm system requirements regarding voice evac or mass notification are not very current; also the low voltage systems are not covered for clock/bell/PA; security cameras, access control, data, telephone, entry systems, etc. Please provide additional information on these items if available.
District Response #3:
The latest District Standards can be found in the following link:
https://drive.google.com/drive/folders/0AMpXmqpy5z61Uk9PVA

Question #4:
Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction.

This form states at the bottom that "General Contractors and all of their subcontractors are required to submit this certification form. Please confirm that only the General Contractor is

required to submit this form with the RFP and that all subcontractors forms will be collected after award for submittal to the District.

District Response #4:

See District Response #2.

Question #5:

The draft agreement provided via link has the following sentence on page 2:

"The Contractor and its subcontractors must use the Owner's program software (_____) for projects."

Please let us know what program software the District will require the awarded team to use (if known at this time).

District Response #5:

The District is currently using COLBIDocs and Account-Ability as its planning, management and accounting software tools.

Question #6:

Milestone Schedule.

- A full project schedule with Milestones is to be submitted with the RFP. The Bridging documents provide a list of items prioritized for construction with the acknowledgement that there will most likely not be enough bond funds to cover the cost of all these items.
- Additionally, it has been noted that Phasing and Housing of students during construction will need to be worked on by all parties involved after the contract for Design and Pre-Construction has been awarded.
- Without knowing total project scope or what the limits of work during the school year will be, it will be difficult to provide a full and accurate project schedule.
- Can you please specify what milestones you are looking to see and what items the schedule should include?

District Response #6:

The Proposal shall provide an estimated Project Schedule for all phases, including demolition of the shop building and relocation of parking so that all Proposals can be evaluated on a consistent basis. Proposals shall also include scope to address the high priority structural issues described in Appendix A and assume that school programs will continue operating at the current site in a modified fashion during construction. It is understood that Proposals will need to make assumptions for factors that may be adjusted or changed based on additional information after selection. The Project Schedule shall clearly note those assumptions not unknown at this time.

The following milestones at a minimum shall be included in the Project Schedule. They shall include:

- Schematic Design submission date to the District
- Design Development submission date to the District
- Construction Document submission dates to the District
- DSA submission date (assume 6 months for DSA review and approval)
- Construction Completion and/or Occupancy dates (see District Response #8)

Question #7:

Page 4 of the RFP states some design milestones as:

- Schematic Design Conformance Set
- Design Development Set
- 50% Construction Documents
- DSA Submittal Set / GMP Bid Set

The Draft Agreement (pages 1-2 and Section III) provided via link states that:

> "The Design-Builder shall prepare a 70% complete design for the Owner's review and approval, and then prepare a 100% complete design for the Owner's review and approval. Constructability review of the design and value engineering are the responsibility of the Design-Builder, but Owner may provide its own constructability or value engineering comments when reviewing the 70% or 100% designs."

Please advise if the milestone stated in the RFP for 50% CD is to be 50% CD or 70% CD as stated in the Draft Agreement.

District Response #7:

The 70% (instead of 50%) CD submittal indicated in the Draft Agreement shall apply.

Question #8:

General Conditions Questions:

a) Could you provide a matrix indicating what is a General Condition and what is considered a cost of work item? We need you to specify the components required to be included in the General Conditions cost of the proposal.
b) Are Bonds, Liability Insurance, Builders Risk/Earthquake/Tidal Wave Insurance, and OH&P Fee to be included in this General Conditions cost?
c) If we are to include builders risk/earthquake/tidal wave & flood insurance as part of the GCs – we request the ability to quote each separated out from the General Conditions and as $ amounts rather than a %s. This is a more accurate way to quote builders risk/earthquake/tidal wave & flood insurance. Please note also that no builders risk carriers will hold a quote for very long – so we request the ability to re-quote these insurance types just prior to issuance of the policy to capture accurate costs (increase or decrease) for the district.

In our experience General Conditions are a derivative of time and quantity not a percentage of Direct Construction cost that can be affected by scope, phasing and work hours.

d) Since the scope, phasing and duration have yet to be determined, how long should we consider the duration of the project to be? This will be required to determine the cost of the General Conditions.
e) We request the ability to quote the General Conditions as a $ amount and the OH&P fee as a % on the proposal form.

District Response #8a and #8b:

General Conditions noted in the Proposal Form for Alternative Design-Build shall include standard public works industry items including but not limited to field/jobsite overhead costs.

General Insurance is typically treated as home office overhead, and site-specific insurance is typically treated as field/jobsite overhead.

The General Conditions for Alternative Design-Build Construction document provides definitions in Article 1 that include categories under which cost items shall be placed. Definition of "Contract Documents" (sub-section 1.1.1) consists of, but not limited to, required bonds and insurance. Definition of "The Work" (sub-section 1.1.3) indicates, but not limited to, all labor, services and equipment necessary to execute and complete the Project. "Cost included in Contract Sum" (sub-section 3.8.2.3) noted the inclusion of overhead and profit.

District Response #8c:
Builders Risk/Earthquake/Tidal Wave Insurance shall be required. Submittals as a dollar amounts will be acceptable but shall also be converted to percentages in the Proposal Form (so that all Proposals can be evaluated on a consistent basis).

District Response #8d:
The Bridging Document provided a timeline that showed the Design and DSA Review/Approval Phase taking place in 2023 with construction commencing in 2024. Substantial completion is projected to occur in 2026 which ideally would coincide with the start of the Fall Semester.

District Response #8e:
The "Proposal Form for Alternative Design-Build" included in the RFP indicated the submittal of 2 categories: 1) Total Design Services Price as a dollar amount and 2) General Conditions as a percentage of the total cost. Amounts for Bonds, Liability Insurance, Builders Risk/Earthquake/Tidal Wave Insurance shall be expressed as a percentage of the construction value.

Question #9:
Builders Risk insurance is stated in the RFP (page 8, attached) as "TBD", but in the Draft Agreement's General Conditions (attached) it is noted as required "if the District isn't already providing" and includes earthquake and tidal wave.

a) If you do NOT want us to provide pricing for Builders Risk or Earthquake/Flood in our RFP then we have no further questions about builders risk at the moment.
b) If you DO want us to provide pricing for Builders Risk and Earthquake/Flood in our RFP – please answer the below questions as soon as possible so that we can work on getting a quote before the RFP due date.
c) Should we base the quote for builders risk (and earthquake / flood coverage) on $65M? If not, please provide the cost you would like us to base it on at this time.
d) Will you require a builders risk policy in place prior to commencement of design and therefore for the entire project duration or will it be required only during construction?
e) Earthquake is noted in the general conditions to the agreement as part of builders risk insurance and that it is only for 5% of earthquakes over 3.5 on the Richter scale.
    1) Please note that builders risk carriers will not quote or provide earthquake insurance for specific magnitudes of earthquakes (despite how the CA law is written). If you have earthquake insurance coverage, it will be for all magnitudes.

2) They will however, provide a quote and policy for just 5% coverage (for all magnitudes of earthquakes). Please specify if we should get a quote for 5% earthquake or full (100%) earthquake (for all magnitudes of earthquakes).

District Response #9a and #9b:
The District will be requiring Builders Risk and Earthquake/Tidal Wave Insurance.

District Response #9c:
See District Response #11 for clarification on Project Cost versus Design-Build Contract. Quote(s) shall be based on the hard construction cost portion of the Design-Build Contract (assuming the upper range).

District Response #9d:
Builders Risk Policy shall be required prior to the start of construction.

District Response #9e:
The Builders Risk Insurance for earthquakes of 3.5 or less must cover all completed work up to 100% of the construction price, and Builders Risk Insurance for larger earthquakes need only cover 5% of the construction price (see GC §11.1.6).

District Response #9e.1 and #9e2:
At a minimum, Design-Builders needs to get a policy that at least covers all risks as stated in GC §11.1.6: 100% of cost for earthquakes of 3.5 or less; and 5% of construction price for larger earthquakes.

Question #10:
Performance & Payment Bonds
Please let us know if you will require Performance & Payment Bonds during the design phase or just during construction.
District Response #10:
Submittal of the Performance and Payment Bonds is stipulated in the "Bond; Acceptance of Proposal" section of the RFP with the following statement:

> "If a proposal is accepted by the District and the District's governing board awards the Contract to that proposer, then within ten (10) days after award the proposer will execute the Contract, and within ten (10) days after DSA approval and Board approval of the GMP, the proposer will secure payment of workers' compensation insurance, furnish a satisfactory faithful performance bond in the amount of one hundred percent (100%) of the total proposal price, and furnish a labor and material bond in the amount of one hundred percent (100%) of the total proposal price (see forms in Exhibit D)."

Question #11:
Page 2 of the RFP lists a contract price of $65 million for this project inclusive of all hard costs, soft costs, escalations, and contingencies. What District soft costs if any are expected to be included within the $65 million? What rules if any does the District have for the size and type of contingencies to include as an example for construction?

District Response #11:
The RFQ that was issued indicated that the expected cost range of the Design-Build Contract of $50M to $55M. As clarification, the $65M amount in the RFP represents the total Project Cost which would include District Soft Costs. District Soft Costs includes, but not limited to, Owner furnished services in the Agreement section "Information and Services Required of the Owner" in addition to retaining the Bridging Document Design Team to provide peer review services.
The District has typically included a 10% contingency to all agreements to cover potential change orders.

Question #12:
The proposal form requests a price for total design services. Page 5 of the RFP notes preparation of the Draft GMP prior to DSA Submittal and a Final GMP after DSA approval. Additionally the Bridging documents provide a list of items prioritized for construction with the acknowledgement that there will most likely not be enough bond funds to cover the cost of all these items. As an example the Phase 4 may or may not fit within budget which effects civil and landscape scope. Without knowing total project scope it is difficult to provide a full and accurate fee proposal for design services. At what point do the fees for design services get set? Can the initial fee proposal provided with the RFP be considered a draft with the fee being finalized along with the draft GMP?
District Response #12:
The RFP has the section for "Setting the Price of Construction" which indicated the conditions for submitting the initial Fee Proposal and a provision for an Amendment to the Agreement:

> "Once the complete design has been approved by DSA and the subcontractors have been selected, the District will set the price for the construction work based on the following formula: (Price of all subcontracts for construction work + Price of the construction work (if any) to be performed by the design-build entity) × Proposed percentage for general conditions, overhead, and profit. The design-build entity and District shall sign an amendment to the design-build agreement stating the price set for the construction work, to be approved by the District's governing board. No construction may commence until the amendment is approved by the District's governing board."

Question #13:
With respect to Addendum #2 Question #22, for vapor mitigation, the Bridging documents state 'pursue vapor barriers if needed' – who makes the determination if this is needed and is the DBE team expected to retain that consultant? What consultant or expertise does the Oakland USD want each DBE team to have for this specialized area of work or will the Oakland USD retain the consultant directly and provide direction to the DBE team? With respect to the HVAC system, will Oakland USD and or its consultant provide criteria that the HVAC system has to address with respect to Vapor Mitigation?
District Response #13:
The District will retain the appropriate consultant to provide direction to the DBE team regarding the type of system needed for vapor mitigation, and criteria for the HVAC system to address air quality and vapor mitigation. These shall be part of the District's soft costs.

Question #14:

Reference Addendum #2 Question 30, life cycle cost narrative. Where shall this information be included in the form of proposal? Can it be a stand alone document?

District Response #14:

Insert the Life Cycle Cost Narrative into the Proposal in the order as listed in the RFP section "Best Value Selection Criteria." This will assist the District's reviewers in clearly identifying that section for scoring purposes. Otherwise, it may be a stand-alone document as long as it is referenced in the body of the Proposal.

LOCAL BUSINESS UTILIZATION AFFIRMATION WORKSHEET

Design-Build Team: _____

The Design-Build Entity affirms that it will achieve OUSD's minimum Local Business Utilization (LBU) requirements. Included in our proposal is a detailed narrative and strategy describing how the DBE intends to meet or exceed the LBU requirements.

The narrative should describe previously implemented methods used for successful Local Business Utilization and should be inclusive of at least one relevant California K-12 DBE example.

The narrative should include your LBU strategy, but not limited, to the following:

- Identified Joint-Venture partnership agreements at the prime and sub level
- An outline of small and local firms with planned partnership
- Areas and/or scopes that have been identified as carve out opportunities for small, local partners
- Other identified opportunities for local and small local utilization

The submitted narrative and strategy will be scored and awarded up to 5 additional points.

Minimum Local Business Participation per District Policy can be found in the following link: https://www.ousd.org/domain/1302

Signature: _____

Date: ____ /_____ / 2023

LOCAL BUSINESS UTILIZATION AFFIRMATION WORKSHEET

Design-Build Team: _____

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Signature: _____

Date: ____ /_____ / 2023

ADDENDUM A

AGREEMENT TO BE BOUND

The undersigned party confirms that it agrees and assents to comply with and to be bound by the Project, OUSD PROJECT LABOR AGREEMENT as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Agreement To Be Bound, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements, as set forth in Article 17.1, specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such Trust Fund(s) and ratifies and accepts the trustees appointed by the parties to such Trust Fund(s). The undersigned party agrees to execute a separate Subscription Agreement(s) when such Trust Fund(s) requires such document(s).

Such assent and obligation to comply with and to be bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party for the MCCLYMONDS HIGH SCHOOL MODERNIZATION DESIGN BUILD SERVICES PROJECT. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Agreement To Be Bound.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

Dated: 2/8/23 Project: McClymonds High School Modernization Design Build

	Shannon M. Alten, VP & CFO
Signature of Authorized Officer	Authorized Officer & Title
Alten Construction, Inc.	1141 Marina Way S, Richmond, CA 94804
Name of Contractor/Employer(s)	Contractor/Employer(s) Address
705713	(510) 234-4200
CSLB #	Area Code Phone
bids@altenconstruction.com	CA 0192125
Email and/or Fax	Motor Carrier (CA) Permit Number

January 21, 2023

VIA EMAIL

Alten Construction, Inc. as DBE w/HKIT Architects
Erik Andersen or Shannon Alten, Vice President & CFO
1141 Marina Way
So Richmond, CA 94804
bids@altenconstruction.com

Dear Ms. Shannon Alten:

SUBJECT: STATUS OF SELECTION – RFP – Design Build Services for McClymonds High School Modernization Project

Congratulations! Thank you for all your efforts in submitting a proposal and participating in the interview process for the above mentioned Project. The evaluation panel, using the criteria outlined in the RFP for the contents of your proposal, has completed its review. We are pleased to inform you that your firm received the highest overall score and was selected to provide Design Build Services for the District.

As the selected firm, the District will be commencing negotiations with you to discuss specifics associated with the agreement, and other contract documents.

We look forward to working with you and your team.

Yours truly,

Tadashi Nakadegawa, Deputy Chief, Facilities Planning and Management

Cc: Kenya Chatman, Executive Director, Facilities Planning & Management
Mark Newton, Bond Program Director

Oakland Unified School District
Oakland Built - Facilities Planning and Management Department

LBU Proposal Scoring Rubric

Project: RFQ for Design-Build Services for McClymonds HS Modernization Project

Entity:	**Grade**	**Category 1**	**Category 2**	**Category 3**	**Category 4**	**Category 5**	Additional Points (for commitment to exceed)
Alten/HKIT	Pass	2	1	1	.5	.5	5/5
Swinerton/SKA	Pass	2	.5	1	.5	.5	4.5/5
Overaa/SVA	Pass	2	.5	1	.5	.5	4.5/5

Grade:
A positive affirmation to achieve the LBU requirements of the district will be scored as a pass, not agreeing to meet the requirements will be a failure for this RFP.

Category Justification:
Category 1: An outline of small and local firms with planned partnership/JV Partnership (2 Points)
Category 2: Other identified opportunities for local and small local utilization - (1 Point)
Category 3: Areas and/or scopes that have been identified as carve out opportunities for small, local partners - (1 Point)
Category 4: At least one relevant California K-12 DBE example (.5 Point)
Category 5: Previously implemented methods used for successful Local Business Utilization (.5 Point)

Proposal for Design-Build Services

MCCLYMONDS HIGH SCHOOL PROJECT

Oakland Unified School District

JANUARY 13, 2023

Submitted by

Alten Construction, Inc. as DBE with HKIT Architects

HQ: 1141 Marina Way South, Richmond, CA 94804

P: 510.234.4200 | F: 510.234.4221

bids@altenconstruction.com

www.altenconstruction.com

January 13, 2023

Attn: Tadashi Nakadegawa, Deputy Chief
Oakland Unified School District
955 High Street
Oakland, CA 94601

Re: McClymonds High School Project – Request for Proposals

Tadashi:

Alten Construction and HKIT Architects are excited about the opportunity to work together again with Oakland Unified School District on the McClymonds High School design-build. We've put together an experienced design-build team consisting mostly of Oakland S/LBE and we are committed to a collaborative working process with personnel from McClymonds High School and Oakland USD to meet the key goals of the transformation. These include the creation of a safe and healthy school, providing a high-quality sustainable facility, strengthening a strong community school, implementing ideas derived from the grass roots community engagement and continuing the engagement process, reinforcing campus access and flow, strengthening the school image and identity and making a firm commitment to meet budget and schedule.

We're also fully committed to meeting or exceeding OUSD's LBU goal and have a proven track record of doing so with OUSD as well as other school districts. On the $46.1M Glenview Elementary School Campus Replacement Project, we exceeded the 25% SLBE goal with a total of 38.9% SLBE. Our overall project LBE participation including SLBE was 51.2% - exceeding the 50% requirement. To assist in meeting the LBU goals of the McClymonds HS project, we plan to team up with the Construction Resource Center for community outreach and have provided more information on this partnership in our LBU narrative.

Our design-build team as a whole has recent, solid experience in:

- Meeting OUSD and other District Local Hire Goals
- Working Together as a Team in Partnership with OUSD
- Designing and Building TK-12 Public Design-Build and Lease-Leaseback Projects with DSA Oversight in Oakland
- Bringing Projects in on Time and within Budget

Our team has significant experience in helping Bay Area high schools achieve their academic vision and understands the important of this project in helping McClymonds grow through the transformation of its facilities.

Should you have any questions regarding our submittal during the RFP evaluation stage, please contact Erik Andresen, Chief Estimator (510) 234-4200 ext. 15 or Karin Romeo, Bid Coordinator ext. 26, both can be reached via phone or bids@altenconstruction.com.

In partnership,

Shannon M. Alten
VICE PRESIDENT & CFO

MCCLYMONDS HIGH SCHOOL MODERNIZATION PROJECT

Request for Proposals

January 13, 2023

TABLE OF CONTENTS

TABLE OF CONTENTS

Please note that the PDF of our RFP has been bookmarked per the above Item Numbers & Descriptions and provided in the order of Addendum #2's Q&A #5 –"Revised Best Value Selection Criteria Scoring" for ease of reference.

PROPOSAL FORM FOR ALTERNATIVE DESIGN-BUILD

PROPOSAL TO:

OAKLAND UNIFIED SCHOOL DISTRICT
955 HIGH STREET
OAKLAND, CA 94601
ATTN: TADASHI NAKADEGAWA, DEPUTY CHIEF

PROPOSAL FOR:

The design and construction of the building(s) and site at the McClymonds High School ("Project").

PROPOSAL FROM:

Name of Proposer: Alten Construction, Inc. (as DBE with HKIT Architects)

Address: 1141 Marina Way South

Richmond, CA 94804

Phone: (510) 234-4200 Fax: (510) 234-4221

The undersigned proposer hereby proposes to furnish all labor, materials, equipment, tools, and services necessary to perform all design and construction work required for the Project under the proposal schedule, in accordance with the entire Request for Proposals, including the Instructions and all exhibits, and in accordance with all subsequent additions, deletions or revisions to the Request for Proposals issued by the District prior to deadline for the submittal of the proposals for the Project.

The proposer must propose on all items and provide a price for each item, or the proposal may be disqualified. The District will award a contract based on the methodology stated in the Request for Proposals, including the Instructions. The District reserves the right to delete any or all of the proposal items of work from the contract.

The Total Proposal Amounts and Percentages shall be deemed to cover the design-build entity's entire cost of doing all work necessary to complete the Project in accordance with the Request for Proposal, including all exhibits.

The undersigned proposer declares that it has read and understands the Contract Documents, including but not limited to the Agreement, the General Conditions, and the Bridging Documents.

ITEM	BASE PROPOSAL (numerical)
1. Total Design Services Price (including design services during construction)	$ 5,674,000 . 00
2. General Conditions (i.e., Field Overhead), Home Office Overhead, and Profit for Construction Work	11.44 % (to be applied to the total cost of all construction work, whether performed by the alternative design-builder or subcontractors)

BASE PROPOSAL IN WRITING:

Total Design Services Price: Five Million Six Hundred Seventy Four Thousand Dollars and Zero Cents

Total Percentage for General Conditions (i.e., Field Overhead), Home Office Overhead, and Profit for Construction Work: Eleven and Forty Four Hundreths Percent

CONFIRMATION OF ANY ADDENDA. The following addenda were received and considered as part of this proposal package:

Addendum Number	Subject
1	LBU Requirement
2	Miscellaneous
3	LBU Affirmation Wksht
4	Miscellaneous

Dated: January 13, 2023

Alten Construction, Inc.
(Proposer Firm/Company)

(Sign)

Shannon M. Alten (Print)

Its Vice President & CFO (Title)

CERTIFICATION

A proposal submitted by a corporation must be signed by (1) the chairman of the board, president or any vice president, and then (2) the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name and title of each person signing and the legal name of the corporation (including the state of incorporation) shall also be typed or printed below the signature. Satisfactory evidence of the authority of each officer signing on behalf of a corporation shall be furnished with the proposal.

A proposal submitted by a partnership must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. The name and title of the person signing and the name of the partnership shall also be typed or printed below the signature.

A proposal submitted by a joint venture must furnish the full name of all members of the joint venture and must be signed by a representative of each member who has authority to bind the member in such matters. The name and title of the person signing and the name of the member shall also be typed or printed below the signature.

Each person signing below makes the following representations under penalty of perjury:

The submitter of the foregoing proposal has read the same and the matters stated therein are true of his or her own personal knowledge. This information is provided for the purpose of a proposal for the Project, and any individual, company or other agency named herein is hereby authorized to supply the District with any information necessary to verify the prospective proposer's proposal. By signing below, the submitter and the design-build entity hereby grant permission to the District to contact any or all of the above listed persons or entities to confirm information in the proposal or otherwise investigate such information.

The submitter understands that any statement which is proven to be false shall be grounds for immediate disqualification from award of the Contract for the Project. The submitter whose signature appears below represents and warrants that he or she has authority to bind the named entity.

I, the undersigned, certify and declare that I have read all the foregoing answers and information in this proposal and know their contents. The matters stated in the proposal are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Evidence of authority to bind corporation is attached.

Signature	Signature
Robert A. Alten	Shannon M. Alten
Name	Name
President & CEO	Vice President, CFO & Treasurer
Title	Title
Alten Construction, Inc.	Alten Construction, Inc.
Entity Name	Entity Name
1/13/23	1/13/23
Date	Date
Signature	Signature
Name	Name
Title	Title
Entity Name	Entity Name
Date	Date

(Add additional signature pages as necessary to comply with the directions above.)

McClymonds HS Modernization
Alten Construction Pre-Construction Services Breakdown

Activity	Qty	Unit	Labor	Hours	Mat'l	Sub	Equip	Other	Total
Site Investigation	1	LS	27,600	240	3,400	30,000	6,000	-	67,000
*Outreach	1	LS	-	-	-	40,000	-	-	40,000
Project Management	95	WKS	120,650	950	-	-	-	-	120,650
**Progress Estimates	1	LS	-	-	-	-	-	-	No Cost
**Constructability	1	LS	-	-	-	-	-	-	No Cost
**Value Engineering	1	LS	-	-	-	-	-	-	No Cost
								Total	227,650

*Outreach - Construction Resource Center will be partnering with Alten Construction to help identify and pair scopes of work with Local Contractors at each design stage of the Project, etc.

** Estimates, Constructability & Value Engineering at all Design stages will be performed by Alten's Project Manager, Estimating Department and Alten's General Superintendent, but will not be an added cost to the Pre-Construction Services.

State of California
SECRETARY OF STATE

1955406

CORPORATION DIVISION

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the corporate record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

DEC 19 1995

Bill Jones

Secretary of State

1950400

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

DEC 19 1995

BILL JONES Secretary of State

ARTICLES OF INCORPORATION

OF

ALTEN CONSTRUCTION, INC.

I

The name of this corporation is Alten Construction, Inc.

II

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

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Karen J. Cline

670 W. Napa St., Ste B
Sonoma, CA 95476

IV

This corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 100,000.

V

The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California Law.

The corporation is authorized to provide indemnification of agents (as defined in Section 317 of the Corporations Code) for breach of duty to the corporation and its stockholders through bylaw provisions or through agreements with the agents, or both, in excess of the indemnification otherwise permitted by Section 317 of the Corporations Code, subject to the limits on such excess indemnification set forth in Section 204 of the Corporations Code.

VI

This corporation is a close corporation. All of the corporation's issued shares of all classes shall be held of record

by not more than 35 persons. In determining the number of shareholders for the purposes of this paragraph, a husband and wife and the personal representative of either shall be counted as one regardless of how shares may be held by either or both of them; a trust or personal representative of a decedent holding shares shall be counted as one regardless of the number of trustees or beneficiaries; and a partnership, corporation, or business association holding shares shall be counted as one (except that any such trust or entity shall be counted according to the number of beneficial interests therein). Any attempted voluntary inter vivos transfer that would violate the provisions of this paragraph is void. By virtue of Section 421 of the California Corporations Code, each holder of shares of the corporation, whether original or subsequent, by accepting a certificate for the shares containing the legend required by Section 418(c) of the California Corporations Code agrees and consents that the holder cannot make any transfer of shares that would violate the provisions of this paragraph or the provisions of Section 418(d) of the California Corprations Code and waives any right that the holder might otherwise have under any other law to sell those shares to a greater number of purchasers or to demand any registration thereof under the Securities Act of 1933, as now or hereafter amended, or as provided in any statute adopted in substitution therefor, or otherwise, so long as the corporation is a close corporation.

Dated: December 12, 1995

Karen J. Cline

Karen J. Cline, Incorporator

OFFER OF SALE

By this instrument, executed December 28, 1995, by Robert Alten and Shannon Alten, dba "Alten Design And Construction", herein collectively called "Transferor," Transferor hereby offers to Alten Construction, Inc., herein called "the Corporation":

1. In consideration of the issuance to Transferor of 5000 shares of the Corporation, Transferor hereby offers to sell, assign, and transfer to the Corporation all the rights, title, and interests, and the following property: all the tangible assets including, inventory, equipment, tools, all the stock in trade, good will, leasehold interest, trade names, customer lists and other intangible assets, but not to include any contractor licenses held by Transferor, of that certain business known as "Alten Design and Construction," located at 18B Mary St., San Rafael, California.

2. In consideration of the transfer of that property to it, the Corporation shall agree to assume, pay, and discharge all debts, duties, and obligations that appear, on the date of this instrument, on the books of the business as owned by Transferor on account of that business to any person or persons whatsoever. The Corporation shall further agree to indemnify and hold the Transferor and the property of the Transferor free and harmless from any such debt, duty or obligation, and from any suits, actions, or legal proceedings brought to enforce or collect any such debt, duty or obligation. The Corporation shall further agree to so indemnify the Transferor from liability or expense due to claims for injury or damage caused by a defect in the design or manufacture of a product sold by the Transferor, or construction performed in the course of the Transferor's operation of the business, when the Transferor had no actual knowledge of the liability or claim before the execution of this instrument.

3. The Transferor shall hereby appoint the Corporation as Transferor's attorney-in-fact to demand, receive, and collect for its own use and benefit all debts and obligations now owing to business. The Transferor shall further authorize the Corporation to do all things legally permissible which may be required to recover and collect those debts and obligations and to use the Transferor's name in any manner it may deem necessary for the collection and recovery of those debts and obligations but without cost, expense, or damages to the Transferor.

Transferor

MINUTES OF ORGANIZATIONAL MEETING
OF
Alten Construction, Inc.
A CALIFORNIA CORPORATION

The Incorporator(s) named in the Articles of Incorporation of the above named corporation, held a meeting at the time, on the day and at the place set forth hereinbelow for the purpose of completing the organization of said corporation:

TIME: 2:00PM

DATE: December 28, 1995

PLACE: Law Offices of Karen J. Cline
670 W. Napa St., Ste. B
Sonoma, CA 95476

Present at said meeting were the following persons: Shannon Alten, Robert Alten and Karen J. Cline.

The following named person acted as Temporary Chairman and Temporary Secretary of the meeting:

Temporary Chairman: Karen J. Cline
Temporary Secretary: Karen J. Cline

The Chairman stated the original Articles of Incorporation had been filed in the Office of the California Secretary of State on December 19, 1995. The Chairman presented to the meeting a certified copy of said Articles of Incorporation showing filing as stated and the Secretary was directed to insert said copy in the Book of Minutes of the corporation.

The matter of the adoption of Bylaws for the regulation of the corporation was next considered. The Chairman presented to the meeting a form of Bylaws and recommended that the same be adopted

as Bylaws of the corporation. On motion duly made, seconded and carried, the following resolutions were adopted:

WHEREAS, Bylaws for the regulation of the affairs of this corporation have not yet been adopted; and

WHEREAS, there has been presented to this meeting a form of Bylaws for the regulation of the affairs of this corporation; and

WHEREAS, it is deemed to be in the best interests of this corporation and its shareholders that said Bylaws be adopted as and for the Bylaws of this corporation; and

WHEREAS, the undersigned Incoporator is empowered pursuant to Section 210 of the California Corporations Code to adopt Bylaws of the corporation;

NOW, THEREFORE, BE IT RESOLVED, that the adoption of the Bylaws presented to this meeting be and the same hereby are adopted as and for the Bylaws of this corporation.

RESOLVED FURTHER, that the Secretary of this corporation be, and hereby is, authorized and directed to execute a certificate of the adoption of said Bylaws and to insert said Bylaws as so certified in the Book of Minutes of this corporation and to see that a copy of said Bylaws, similarly certified, is kept at the principal office for the transaction of business of this corporation, in accordance with Section 213 of the California Corporations Code.

The Chairman presented for the approval of the meeting a proposed seal of the corporation consisting of two (2) concentric circles with the words: Alten Construction, Inc. and the words and

figures "INCORPORATED, December 19, 1995, CALIFORNIA", in the form and figures as follows:

On motion duly made, seconded and carried, the following resolution was adopted:

> RESOLVED, that the corporate seal in the form, words, and figures presented to this meeting be and the same hereby is adopted as the seal of this corporation.

The meeting then proceeded to the election of directors of the corporation. The Chairman stated that according to the By-laws of the corporation, the authorized number of directors of the corporation shall be two (2) until changed by an amendment to said By-Laws and that pursuant to the Incorporator of the coporation under California Corporations Code Section 210, said Incorporation is empowered to elect the first directors of the corporation. Accordingly, the Incorporator in the exercise of said power and authority, duly elected to the Board of Directors of the corporation the following persons: Shannon Alten and Robert Alten.

All of said persons being present, each accepted his or her respective directorship. Thereafter, on motion duly made, seconded and unanimously carried, Shannon Alten was elected to preside as chairman for the balance of the meeting and Robert Alten was elected to preside as secretary for the balance of the meeting.

The meeting then proceeded to the election of a President, a Vice-President, a Secretary and a Chief Financial Officer. The

following were duly elected to the offices indicated after the names of each:

Shannon Alten	President
Robert Alten	Vice- President
Robert Alten	Secretary
Shannon Alten	Chief Financial Officer

Each officer so elected being present, accepted his or her respective office.

The chairman then presented to the meeting a proposed form of share certificate for use by the corporation. On motion duly made, seconded and unanimously carried, said form of share certificate was approved and adopted and the Secretary was instructed to insert a copy thereof in the Book of Minutes immediately following the meeting.

The Chairman stated that the corporation has received a written offer to transfer to this corporation the business and assets of Alten Design and Construction in consideration of the issuance by this corporation, in the proportions set forth in said offer, of certain shares of this corporation's capital stock. A copy of the offer precedes the minutes of the meeting.

The Chairman then suggested that the Directors consider authorizing the issuance and sale of shares of the corporation set forth below to the following persons, in the amounts and for the consideration indicated, so long as the criteria set forth in Corporations Code Section 25102(f)(2) are met:

NAME	NO. SHARES	CONSIDERATION

Shannon Alten	2,450	$24,500.00
Robert Alten	2,550	$25,500.00

On motion duly made, seconded, and unanimously carried, the following resolutions were adopted:

WHEREAS, this corporation is authorized to issue an aggregate of one hundred thousand (100,000) shares of its capital stock; and

WHEREAS, the Board of Directors of this corporation believes it to be in the best interests of the corporation to offer and sell a total of 5000 shares thereof in a single combined transaction and to qualify said offer and sale for exemption from the qualification requirement of Section 25110 of the Corporations Code, pursuant to the limited offering exemption of Section 25102 (f) of the Code; and

WHEREAS, it is deemed to be in the best interests of this corporation to accept said offer made concerning the business and assets of Alten Design and Construction; and

WHEREAS, such offer and sale has been, and will be, made, respectively, in accordance with the requirements, limitations and other provisions of Section 25102(f) of the Corporations Code; and

WHEREAS, contractual commitments have been received from the persons named above to purchase the number of shares of this corporation's capital stock, for the consideration stated and as also set forth in said offer; and

WHEREAS, the Board believes it to be in the best interests of the corporation to accept each of said offer;

NOW, THEREFORE, BE IT RESOLVED, that any officer of this

corporation be and hereby is authorized and directed, on behalf of this corporation, to prepare or cause to be prepared, executed and filed, with the California Commissioner of Corporations, a Notice of Transaction Pursuant to Corporations Code Section 25102(f) and applicable administrative rules.

RESOLVED, FURTHER, that the value per share for purposes of this issuance shall be fixed at $10.00; and

RESOLVED, FURTHER, that the President, or the Vice President, and the Secretary be and they hereby are authorized and directed to sell and issue shares of stock of this corporation as provided in these resolutions and set forth above; and

RESOLVED, FURTHER, that the officers of this corporation be and they hereby are authorized and directed to execute all documents and to take such action as they may deem necessary or advisable to carry out and perform the purpose of these resolutions; and

RESOLVED, FURTHER, that all such shares of stock shall be evidenced by a certificate or certificates having prominently fixed thereon a legend in accordance with the provisions of Section 25102 (f) of the California Corporations Code; and

RESOLVED FURTHER, that the Board of Directors hereby determines that the fair value to this corporation of the consideration, other than money, for which the aforesaid shares are to be issued is $7,478.12.

The meeting then proceeded to the matter of qualifying Shareholders of the corporation to receive the benefits of Section

1244 of the Internal Revenue Code of 1986, as amended, and Section 18151 of the California Revenue and Taxation Code. The Chairman reported that the aforesaid Code Sections allow persons who purchase common stock of a corporation to obtain an ordinary loss deduction under certain circumstances in the event that they subsequently sell such stock at a loss or if such stock becomes worthless. The Chairman also reported that the corporation's stock qualifies for such treatment in that (1) this corporation is a domestic corporation; (2) the stock to be sold and issued, as hereinabove provided, is "common" stock of this corporation; (3) the aggregate amount of money and other property received for said stock, as contribution to capital and as paid in surplus by the corporation will not exceed $100,000; and, (4) said stock is to be issued only for money or property other than stock or securities.

After further discussion and on motion duly made and seconded, the following resolutions were unanimously adopted:

WHEREAS, this corporation is a small business corporation, as defined in Section 1244 (c)(3) of the Internal Revenue Code of 1986, as amended, and Section 18151 of the California Revenue and Taxation Code; and

WHEREAS, the corporation intends to sell and issue shares of its common stock to the persons, in the amounts and for the consideration hereinabove provided; and

WHEREAS, the consideration to be received by the corporation for such sale and issuance will be only money or other property, other than stock or securities; and

WHEREAS, it is deemed desirable that the sale and issuance of shares of stock of this corporation be effectuated in such a manner that qualified Shareholders may receive the benefits of Section 1244 of the Internal Revenue Code of 1986, as amended, and Section 18151 of the California Revenue and Taxation Code;

NOW, THEREFORE, BE IT RESOLVED, that the shares issued pursuant to the foregoing resolutions are intended to be "Section 1244 Stock" as defined in Section 1244 of the Internal Revenue Code of 1986, as amended, and "Section 18151 stock" as defined in Section 18151 of the California Revenue and Taxation Code.

After some discussion, the location of the principal office of the corporation for the transaction of the business of the corporation was fixed pursuant to the following resolution unanimously adopted, upon motion duly made and seconded:

RESOLVED, that the location of the principal office for the transaction of the business of this corporation, until changed by subsequent resolution of the Board, shall be as follows:

18B Mary St.
San Rafael, CA 94901

To provide for a depository for the funds of the corporation and to authorize certain officers to deal with the corporate funds, the following resolutions were duly adopted:

RESOLVED, that all funds of this corporation be deposited with such commercial bank or depository as the President or Vice President of this corporation shall determine; and

RESOLVED FURTHER, that any officer of this corporation shall be authorized to endorse checks, drafts, or other evidences of indebtedness made payable to the order of this corporation, but only for the purpose of deposits; and

RESOLVED FURTHER, that all checks, drafts, and other instruments obligating this corporation to pay money shall be signed on behalf of this corporation by either of the following officers thereof: President
Chief Financial Officer
Secretary

In order to provide for the payment of the expenses of incorporation and organization of the corporation, on motion duly made, seconded, and unanimously carried, the following resolution was adopted:

> RESOLVED, that the President, or Vice President and the Chief Financial Officer of this corporation be, and they hereby are, authorized and directed to pay the expenses of the incorporation and organization of this corporation.

There being no further business to come before the meeting, upon motion duly made, seconded and unanimously carried, the meeting was adjourned.

Temporary Chairman

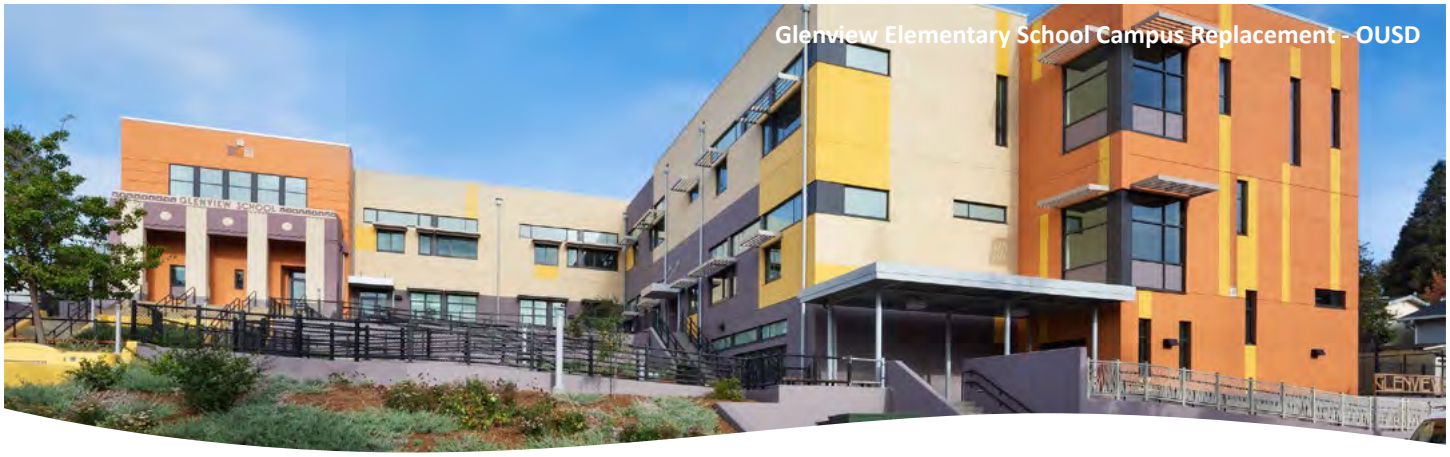
ATTEST:

President and Chairman

Incorporator

Temporary Secretary

Secretary


Glenview Elementary School Campus Replacement - OUSD

TECHNICAL DESIGN & CONSTRUCTION EXPERIENCE NARRATIVE

TECHNICAL DESIGN EXPERIENCE

HKIT Educational Practice

HKIT has been in continuous practice since 1948. The firm has built a reputation as one of Northern California's most respected school architects. In our 75 years of continuous practice, the firm has designed elementary, middle, and high schools, as well as higher education facilities all over the region; this involvement continues actively into the present. We have designed more than 100 projects for some 30 public school districts and independent school clients.

Our successful track record for K-12 campuses includes master planning, facility assessments, infill, renovation, modernizations, expansions, and new construction. We have completed hundreds of projects for campuses that include general learning classrooms, multi-purpose rooms, theaters, state-of-the-art science classrooms, performing arts, student services, kitchens, playgrounds, and maker spaces. More importantly, we have worked with several school districts on multiple facility outlay projects that fall within their bond measures, such as HVAC replacements, fire alarm system upgrades, seismic upgrades, IT/ infrastructure upgrades, and energy-efficiency improvements.

Approach to Educational Facility Design

We approach school design as an opportunity to work with Districts to create learning environments that align with their aspirations for their students. It's a privilege to help communities transform outdated facilities into high-performance schools that support forward-thinking educational programs, and that stand as physical expressions of their commitment to education. HKIT offers fresh ideas informed by the best current thinking about educational facilities. We bring the assurance of our solid track record, extensive design experience, professionalism, many satisfied clients, and excellent completed projects. The planning and design process, as led by HKIT, will result in smooth-running projects and successful outcomes.

We will take collaborative approach to build consensus through communication with staff, students and the community, and are skilled at navigating the process of potential scope, options, budgeting, prioritization, and implementation. Our innovative planning and design team are skilled at assessing existing conditions, creating comprehensive work plans and designing buildings that are energy efficient, healthy and promote student wellness. HKIT has a successful history of teaming with Construction Managers, facility personnel, and DSA.

We understand that campus renovation, modernization, and infill new construction at McClymonds High School will require a major expenditure of school funds, are potentially disruptive, and require that complex and meaningful decisions be made. Our experience with similar challenges will be of real help during all phases of the project.

ALTEN CONSTRUCTION SINCE 1995

HKIT ARCHITECTS

TECHNICAL DESIGN & CONSTRUCTION EXPERIENCE NARRATIVE

TECHNICAL DESIGN EXPERIENCE CONTINUED

Approach to Modernizations

We recognize that modernization projects, including seismic upgrades and deferred maintenance, are unique and require additional coordination and control. HKIT has developed an approach for modernization projects. A key difference is the assessment phase. Here the goal is to fully understand the existing school campus, diagnose its strengths and weaknesses, and recommend a scope for improvements. During this time, we assess each building, room type, and system. We review everything from accessibility code compliance to finishes. There are also meetings with key constituencies at the school site, including teachers, maintenance, technology, and curriculum/educational program. Another important step is to review all the as-builts and a detailed site survey. All this together gives the most complete picture of existing conditions. Following the completion of the assessment phase, the next step is to identify a menu of scope items organized by area of the school and by discipline. The District's goals will inform this list. Next comes the critical work of prioritization. With this full prioritized menu, an estimate is sorted by discipline and priority. Appropriate contingencies are included depending on the phase. With each phase, as detail is added and refined, there is a constant effort to develop the project, estimate & re-prioritize, value engineer, and redefine the work to be included in the project. As the project matures, the scope can be moved in or out of the project based on priorities.

Though incredibly pragmatic, good school design still comes into play. Modernization work and infill projects require an additional design dimension of finding the best fit on campus and within an existing building infrastructure. While practical solutions must be discovered to deliver successful projects, we have found that modernization offers many creative design opportunities. When we successfully reconfigure space, refresh finishes and add daylight to classrooms, we often hear from teaching staff that they feel they are working in a new building.

Community Engagement

Our proposed team has led numerous successful projects for educational campuses and facilities. These projects often involve coordinating the input of large stakeholder groups and leading diverse, multi-disciplinary design teams to develop plans that reflect our client's mission and vision, and are innovative, highly functional and respectful of campus and community contexts. We engage the students, faculty, facilities, and other stakeholders through a full range of activities to gather input. We excel at facilitating public workshops; our meetings combine presentations with real-time voting, breakout sessions and interactive alternative concepts.

Our team typically engages the site committee, district departments and School Board and develops a comfortable rapport. We enjoy listening to and addressing questions and concerns, and aim to be transparent as we reach consensus. We feel all input is valid, and that it is most useful when taken within the context of larger project controls. We do not shy away from sharing budget constraints or scheduling realities and recommend that these controls inform all meetings.

Design-Build Experience

HKIT appreciates the collaborative nature of Design-Build and has successfully completed K-5, High School, and Community College projects using this delivery method. A recent example includes the auxiliary gymnasium and science building seismic upgrade at Richmond High School. This project included a 15,300 square foot new practice gymnasium building with a locker room, dance studio, and weight room, as well as the seismic upgrade and accessibility retrofit of an existing two-story science classroom building. The addition of a student quad between the two buildings, that leads towards the stadium's entry, provides a place to gather and a setting for outdoor learning activities. The John Muir Elementary School Design-Build project with the Martinez Unified School District included a 48,000 square foot new elementary school building and site to replace the existing, occupied school facility. The scope also included a newly configured drop-off area and landscaped commons, which included phasing of abatement, demolition, site, and solar system. The project was completed without the need for interim housing.

TECHNICAL DESIGN & CONSTRUCTION EXPERIENCE NARRATIVE

TECHNICAL DESIGN EXPERIENCE CONTINUED

LLB Experience / Collaborative Delivery Method on Large Projects

Our recent Lease-Leaseback experience includes work for Oakland Unified School District, Piedmont Unified School District, and Jefferson Union High School District. Completed in collaboration with Oakland Unified School District, Glenview Elementary School replaces an existing K-5 school of 520 students. The new school provides state-of-the-art healthy learning environments that include flexible breakout spaces, updated technology, and versatile gathering spaces for large-group learning. The school is designed to be a Zero Net Energy (ZNE) facility with total consumed electricity met by energy produced from photo-voltaic panels.

Also designed to be ZNE, with highly sustainable design features, Piedmont Unified School District's Alan Harvey Theater, and STEAM building were completed using the LLB delivery method. The STEAM building features 20 classrooms supporting a Science, Technology, Engineering, Arts, and Mathematics (STEAM) curriculum. Art rooms and engineering labs include adjacent outdoor teaching spaces. The 20,946 square foot theater, complete with stage rigging, an orchestra shell, and acoustic panels, can seat 486, including 28 orchestra seats. Using the LLB method, we are currently working with Jefferson Union High School District on a 39,000 square foot Adult Education classroom building with 21 classrooms, a 2,600 square foot multipurpose room, and a 30,000 District Office that can accommodate 60 professionals.
HKIT worked with the San Ramon Valley Unified School District on two CM Multi-Prime projects. The first was a new two-story classroom and multipurpose building at Stone Valley Middle School, and the second was a new three-story classroom building at San Ramon Valley High School. Both featured a competitively selected construction manager with general contracting experience who managed the projects on behalf of the District.

Similar Projects Significant Modernizations/Campus Transformations

Our school experience ranges from the design of new school campuses to comprehensive modernization projects to infill or even building replacement new construction projects at existing campuses. We have transformed existing campuses through modernization projects starting with master planning through construction – all while the school is still in operation. We are collaborating with Oakland Unified School District on a modernization project at Roosevelt Middle School. The project includes the modernization of the main classroom building, auditorium, and multiple other learning spaces throughout the campus. The scope also includes a seismic upgrade to mitigate potential liquefaction and lateral issues, a secured and accessible entry with renovated administration, replacement of an inefficient HVAC for user comfort, and right-sizing classrooms to CDE standards, and provides a new modular science building. At Thurgood Marshall Academic High School, our work with San Francisco Unified School District includes the modernization of the existing classroom wing, auditorium, and gymnasium. The building had not been worked on since 2011, and the modernization scope was developed after our team conducted an assessment identifying several key needs at the site, including accessibility, fire/life safety, structural upgrades, educational/building code, health, and safety requirements, asset management, sustainability, and renovation. Our extensive modernization and infill construction project at Antioch High School included four major components: a new library/admin building, a renovated sports facility, including a new pool and locker rooms, a larger cafeteria, and modernized classrooms. Classrooms were modernized with new technology and furniture to promote active student participation and collaboration.

CONSTRUCTION EXPERIENCE

Educational Construction

Alten Construction has been building public schools since 1995. The firm has a solid reputation as one of the top public works general contractors in the San Francisco Bay Area. In our 27+ years of construction, Alten has built and modernized elementary, middle, and high schools, as well as higher education facilities all over the San Francisco Bay Area. In the past 10 years alone, we have worked on:

- 13 design-build projects
- 49 lease-leaseback projects (Includes Glenview ES, Havenscourt MS & Highland ES for OUSD)
- 50 public school modernization projects and 40 new public school construction projects

ALTEN CONSTRUCTION SINCE 1995

HKIT ARCHITECTS

TECHNICAL DESIGN & CONSTRUCTION EXPERIENCE NARRATIVE

CONSTRUCTION EXPERIENCE CONTINUED

Educational Construction Continued

Our successful track record for K-12 campuses includes pre-construction services for all grade/year levels of public schools and facilities such as performing arts centers/auditoriums, cafeterias/kitchens, STEAM and science classrooms, gymnasiums, administration, exterior quads and gathering spaces, and classroom buildings. These pre-construction activities have included:

- Constructability Reviews
- Collaborative Value Engineering
- CPM Scheduling
- Preliminary, Detailed and Transparent Estimates, and
- Strategic planning

Experience in Modernizations

Alten Construction has modernized 50 public school projects in the past 10 years alone. Our most recent experience in modernizing school campuses has been under the highly collaborative delivery methods of design-build and lease-leaseback for District's such as Oakland USD, Berkeley USD, Albany USD, San Francisco USD, Alameda USD. Vallejo City USD, Burlingame SD, Castro Valley USD, Dublin USD, Martinez USD, East Side Union HSD in San Jose, and San Rafael City Schools.

Construction involving the modernization, seismic upgrades or deferred maintenance of facilities, can be complicated, costly and involve encountering unforeseen conditions. Alten's solid experience in modernizations and successfully managing unforeseen conditions will come into play as we team with HKIT to fully assess and understand the existing school campus of McClymonds High School, determine its strengths and weaknesses, and recommend improvements.

Alten will team with HKIT, OUSD, and the McClymonds Committee to prioritize, estimate, and ultimately construct the final agreed upon scope of the campus modernization.

Community Engagement

If chosen as the DBE for your project, Alten Construction will utilize our extensive experience in the design-build and lease-leaseback delivery method as a guide and depending on what OUSD and stakeholders have in mind, develop a full plan for community engagement. We also plan to partner with the Oakland and Richmond based Construction Resource Center for LBE outreach and meeting the LBU Goals and more information on that partnership can be found in our Item 14 LBU Narrative.

As general contractor on the Glenview Elementary School - we were responsible for demolishing the existing buildings on the campus which is the length and breadth of a city block and surrounded by single family dwellings on all sides. Well prior to demolition of the Glenview ES buildings, we met with school staff and the community surrounding the school to listen to their concerns. Based on concerns raised, we developed a plan for effective pest control prior to demolition as well as noise mitigation/traffic flow during demolition and construction.

On Glenview Elementary School and a BART R Line project which ran through 4 cities from Oakland to Richmond, we collaborated with an owner provided Community Liaison who created a project update website and facilitated communications with the impacted community surrounding the sites. In coordination with the liaison, we attended regular meetings, provided 4-week look ahead schedules and quickly and effectively addressed any concerns the public raised. Additionally, while building the Dover and Ford Elementary School projects for WCCUSD, we interacted regularly with the surrounding residents in an effective manner. On occasion this required knocking on front doors and introducing ourselves, explaining what was occurring and letting the residents know whom they could contact if they had any concerns.

We are believers in fostering community involvement in a project. An informed and involved public means less surprises for the District and a smoother flow for the project and local residents and business owners alike. We also understand that today's constituents pay close attention to how their dollars are spent. It is vital that Alten/HKIT foster a transparent process and project documentation approach that gives the public and District administration confidence in sound decision-making.

TECHNICAL DESIGN & CONSTRUCTION EXPERIENCE NARRATIVE

CONSTRUCTION EXPERIENCE CONTINUED

Design-Build Experience

Our design-build team has well over 100 years of combined experience in public school design and construction in the San Francisco Bay Area. HKIT Architects brings to the table their expertise in shepherding projects through DSA and designing sustainable, functional, and attractive K-12 schools and Alten Construction excels in building those schools on time and within budget. Our team will lead the way on your project with clear communication, transparency, and working as a true partner to Oakland Unified School District and all stakeholders.

Alten Construction and HKIT Architects have collaborated on alternative delivery method projects before - the most recent being the Glenview Elementary School Campus Replacement lease-leaseback project and the Azevada & Mattos ES Design-Build projects in Fremont. Prior to those two projects, Alten and HKIT worked together on 3 additional hard bid or design-bid-build projects - one of them the Jefferson Elementary School Modernization project in Oakland.

Unlike newly formed design-build teams, we have had time to work out the kinks that occur when a general contractor and architect first begin to design , collaborate and build together and we continue to seek out new projects because we have the proven ability to create functional, attractive, sustainable and affordable projects.

All of our team members have solid Public Works, DSA, K-12 School experience. Designing and building schools is what we do best.

LLB Experience / Collaborative Delivery Method on Large Projects

Alten Construction has provided pre-construction, value engineering, and construction services for 49 lease-leaseback projects since 2012. Our most recent Lease-Leaseback experience includes work for Oakland USD, San Rafael City Schools, Alameda USD, and Castro Valley USD, to name just a few of our School District clients. Three of these lease-leaseback projects were for Oakland USD - Highland Elementary School Campus in 2012, Havenscourt Middle School New Classroom & Cafeteria Building in 2013, and the Glenview Elementary School Campus Replacement with HKIT completed in 2020.

Completed in collaboration with Oakland Unified School District, Glenview Elementary School replaced an existing K-5 school of 520 students. The new school provides state-of-the-art healthy learning environments that include flexible breakout spaces, updated technology, and versatile gathering spaces for large-group learning. The school is designed to be a Zero Net Energy (ZNE) facility with total consumed electricity met by energy produced from photo-voltaic panels.

San Rafael High School's MACK building and subsequent STEAM building projects were both completed utilizing the lease-leaseback method. SRHS STEAM included pre-construction for and construction of a 2-story, ground-up Science, Technology, Engineering, Arts & Mathematics building and associated site work on an occupied high school campus. The building includes science classrooms, a ceramics classroom, a design/engineering lab, other classrooms spaces, and restroom facilities. Increment 1 had its own separate bid day and GMP and included demolition of the existing building and associated site work in preparation for Increment 2. Increment 2 had its own separate bid day, value engineering, and GMP, and consisted of the construction of a new 2-story, fully sprinklered building and associated landscaping on an occupied high school campus. Increment 2 also included the drilling of 55 piers for the new STEAM building. The average depth of each 2' diameter pier was 44' and they were each drilled 15' into bedrock. SRHS MACK included pre-construction for and construction of a new 2-story, structural steel building on an occupied high school campus consisting of administrative offices, student services, student commons, kitchen and Madrone Continuation High School Classrooms. Construction included 270 (18" & 24" in diameter) new drilled piers. Depth varied from 15' to 30' total embedment with a minimum of between 5' and 15' into bedrock.Site work included re-configuration of the main parking lot to include accessible parking spaces and EV charging stations and a new Quad to the North of the new building with new path of travel site work upgrades to existing adjacent buildings.

ALTEN CONSTRUCTION SINCE 1995

HKIT ARCHITECTS

TECHNICAL DESIGN & CONSTRUCTION EXPERIENCE NARRATIVE

Similar Projects Significant Modernizations/Campus Transformations

Alten's similar school experience ranges from extensive pre-construction and site exploration for new school campuses to comprehensive modernization projects to building replacement / new construction projects at existing campuses. Most of these while the schools are occupied and operating under a regular district schedule.

Phillip & Sala Burton High School Modernization. Seismic retrofit and renovation of three existing concrete buildings totaling 215,000 SF in 9 phases on a fully occupied campus. Included in these buildings were classrooms, a library and an auditorium. This project included a new emergency generator for the entire campus, mechanical, electrical and communications rooms, reconstruction of streets and sidewalks, site lighting, fencing and gates. It also included drilled piers and new retaining walls.

Berkeley High School Classroom Building A & Theater Renovation. Pre-construction, interior demo and hazmat abatement, and a complete renovation of an historic steel and concrete framed building totaling 107,000 SF. The building was partially occupied on a fully occupied high school campus and included a complete seismic upgrade, rebuilding floor levels, all new MEP and Fire Sprinkler systems including ADA compliance. Renovation and seismic upgrade of the stage box in the Community Theater which seats 3,491, including new crossover hallway and new rigging. New student lobby main level and upper level additions, a new elevator and minor site work.

Marin Elementary School Campus Replacement & Modernization. CHPS Certified and Net Zero Ready design and construction of the Marin Elementary School campus in Albany consisted of two (2) new buildings and the full renovation of (3) existing buildings along with a new open-concept blacktop and play yard. The (3) existing buildings, consisting of Administration, Multi-Purpose, and Library, underwent a voluntary seismic upgrade as part of the remodel. Scope also included a new playground and campus entrance re-design and construction. Both new buildings are two-story structures, adding twenty-four (24) new CHPS certified classrooms and totally over 54,000 SF.

Lake Elementary School Campus Replacement. Design and phased construction of a fully occupied elementary school campus in San Pablo. Design phase included community and design-committee meetings in addition to regular weekly meetings. The project is subject to a CCIP, and a Project Labor Agreement with local hire and skilled & trained workforce requirements. Increment 1 includes demolition of select existing structures and site areas, earthwork, underground utilities, and building pad preparation to make way for the phased construction of the new campus. The work will begin prior to and concurrently with Increment 2 construction until completion of the project. Increment 2 includes phased demolition of existing structures and construction of new buildings, overhangs and shade structures, pick-up/drop-off areas, parking lots, outdoor learning areas, path of travel, synthetic turf fields, playground(s), and bio retention basins. New buildings include administration, library, multi-purpose room, food service, pre-school, TK, Kindergarten, and learning suites.

Alten and HKIT's main focus for decades has been in the public school arena. Designing and building schools is what we know and do best.

ALTEN CONSTRUCTION SINCE 1995

HKIT ARCHITECTS

LIFE CYCLE COST OVER 25 YEARS

Our team has experience providing school districts with life cycle cost assessments with MEP options along with an understanding of their up front and long term costs so that these MEP options can be evaluated from value and sustainability perspectives.

In working on prior projects, our team has developed standards and preferred solutions for similar projects which balance cost, reliability, and energy savings. Team members are currently involved in such studies, such as a pilot project comparing the relative impacts pertaining to cost, comfort, and energy for modernizations at similar OUSD campuses. The team will pull from this knowledge early in the design phase of this project and can provide written summaries of the life cycle cost expectations for typical operation and use.

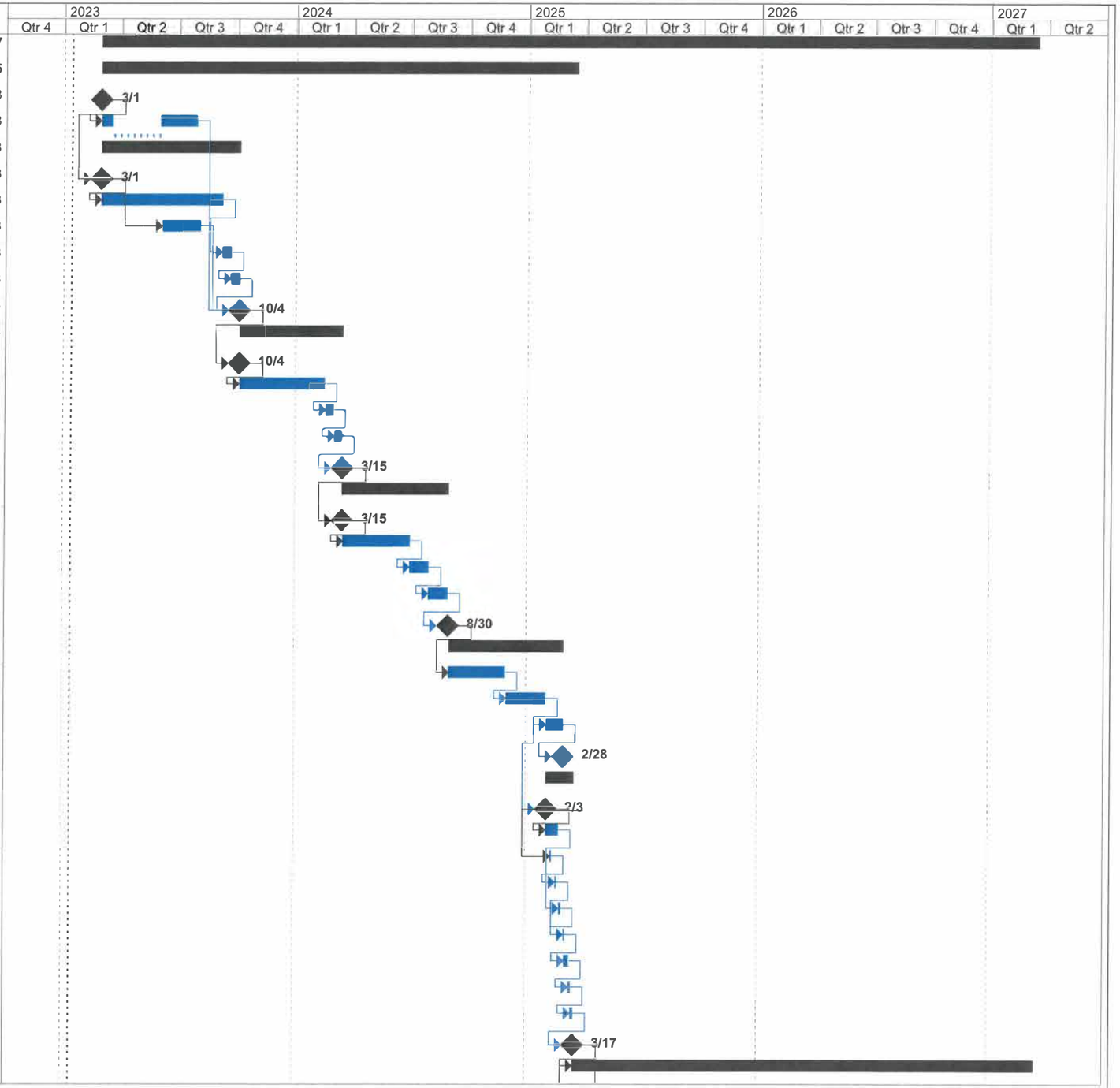
The team will provide a comparison matrix showing pros, cons, and overall ranking for the different options being considered. This document can be used by the district and design team to determine the options to incorporate into the final design. The matrix will specifically address initial cost, reliability, maintenance, and energy costs as well as other district goals including sustainability, resiliency, and electrification. Additional scenarios such as potential impacts of uncertainties such as rapidly escalating fuel prices in conjunction with ongoing costs should be considered as well.

We have reviewed the bridging documents including the appendix and understand per Addendum #2 that the MEP systems must follow the criteria established. We see opportunities for options development and iterations that are highly efficient and sustainable all with overall project budget in mind.

ALTEN CONSTRUCTION SINCE 1995

HKIT ARCHITECTS

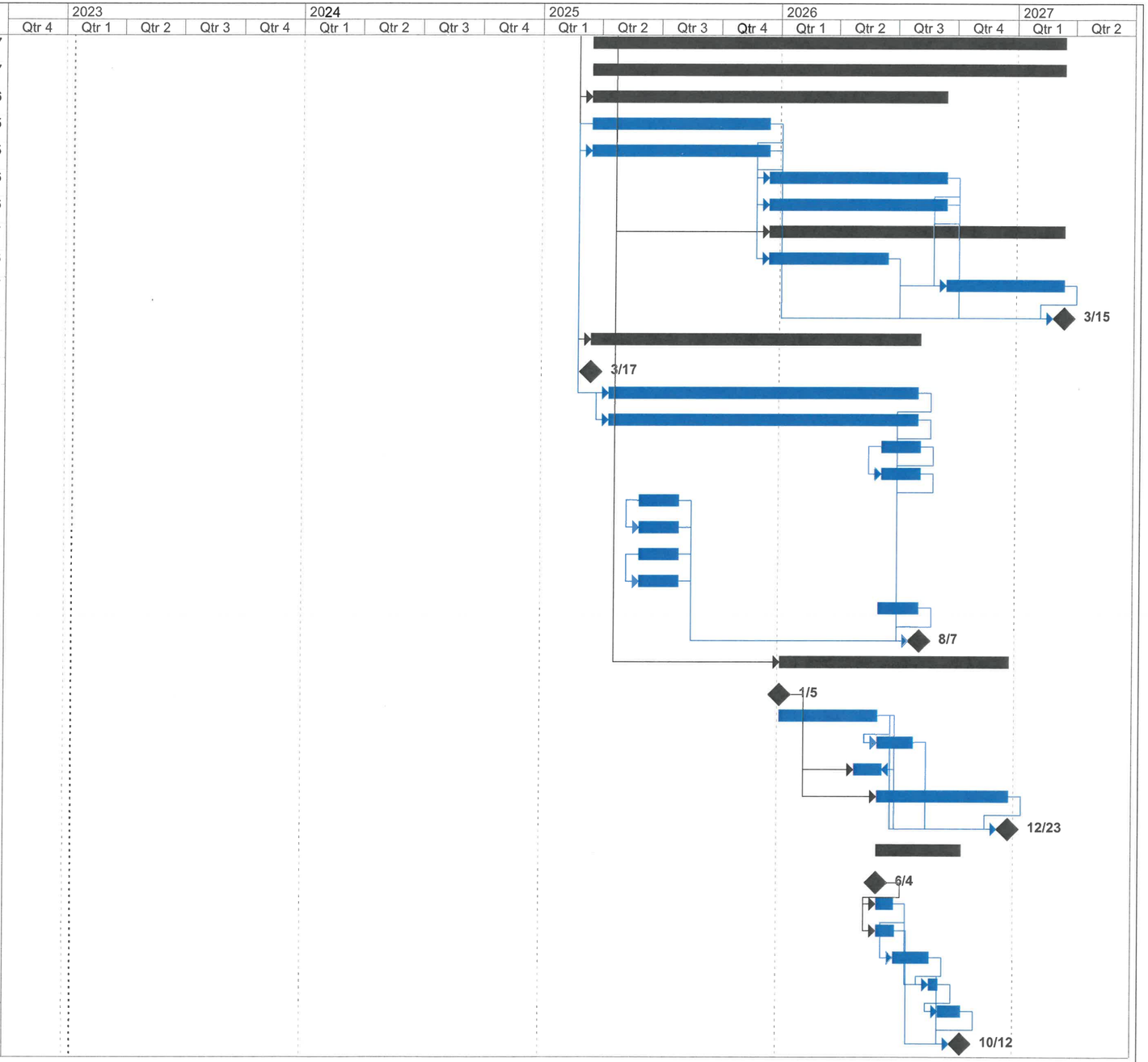
ID	Task Name	Duration	Start	Finish
1	**McCLYMONDS MODERNIZATION**	**1054 days**	**Wed 3/1/23**	**Mon 3/15/27**
2	**DESIGN & PRE-CONSTRUCTION**	**534 days**	**Wed 3/1/23**	**Mon 3/17/25**
3	Board Approved Contract	0 days	Wed 3/1/23	Wed 3/1/23
4	Site Assessment	54 days	Wed 3/1/23	Thu 7/27/23
5	**Schematic Design**	**156 days**	**Wed 3/1/23**	**Wed 10/4/23**
6	Start Schematic Design	0 days	Wed 3/1/23	Wed 3/1/23
8	Complete 90% Schematic Design	136 days	Wed 3/1/23	Wed 9/6/23
7	Summer Break (Mtg's with School Paused	43 days	Mon 6/5/23	Wed 8/2/23
9	District Review and Estimating	10 days	Thu 9/7/23	Wed 9/20/23
10	Finalize Schematic Design	10 days	Thu 9/21/23	Wed 10/4/23
11	Complete Schematic Design	0 days	Wed 10/4/23	Wed 10/4/23
12	**Design Development**	**117 days**	**Wed 10/4/23**	**Fri 3/15/24**
13	Start Design Development	0 days	Wed 10/4/23	Wed 10/4/23
14	Complete 90% Design Development	97 days	Thu 10/5/23	Fri 2/16/24
15	District Review and Estimating	10 days	Mon 2/19/24	Fri 3/1/24
16	Finalize Schematic Design	10 days	Mon 3/4/24	Fri 3/15/24
17	Complete Design Development	0 days	Fri 3/15/24	Fri 3/15/24
18	**Construction Documents**	**120 days**	**Fri 3/15/24**	**Fri 8/30/24**
19	Start Construction Documents	0 days	Fri 3/15/24	Fri 3/15/24
20	Complete 70% Construction Documents	76 days	Mon 3/18/24	Mon 7/1/24
21	District Review and Estimating	22 days	Tue 7/2/24	Wed 7/31/24
22	Finalize Construction Documents	22 days	Thu 8/1/24	Fri 8/30/24
23	Complete Construction Documents	0 days	Fri 8/30/24	Fri 8/30/24
24	**DSA Review and Approval**	**130 days**	**Mon 9/2/24**	**Fri 2/28/25**
25	Initial Review/Comments Received	65 days	Mon 9/2/24	Fri 11/29/24
26	Address DSA Comments	45 days	Mon 12/2/24	Fri 1/31/25
27	Back check Set Submittal and Review	20 days	Mon 2/3/25	Fri 2/28/25
28	DSA Approval	0 days	Fri 2/28/25	Fri 2/28/25
29	**Project Bidding**	**31 days**	**Mon 2/3/25**	**Mon 3/17/25**
30	Issue Invitation to Bid	0 days	Mon 2/3/25	Mon 2/3/25
33	Pre-Bid RFI Period	15 days	Mon 2/3/25	Fri 2/21/25
31	Pre-Bid Site Visit 1	1 day	Mon 2/10/25	Mon 2/10/25
32	Pre-Bid Site Visit 2	1 day	Tue 2/18/25	Tue 2/18/25
34	Create and Distribute Addendum	2 days	Mon 2/24/25	Tue 2/25/25
35	Bid Day	1 day	Mon 3/3/25	Mon 3/3/25
36	Subcontractor Quote Review	5 days	Tue 3/4/25	Mon 3/10/25
37	Bid Review with District	3 days	Tue 3/11/25	Thu 3/13/25
38	Submit Bid Documents for Board Approval	2 days	Fri 3/14/25	Mon 3/17/25
39	NTP Construction	0 days	Mon 3/17/25	Mon 3/17/25
40	**CONSTRUCTION**	**520 days**	**Mon 3/17/25**	**Mon 3/15/27**



Project: McClymonds Mod Single Pha
Date: Fri 1/13/23

Task
Split
Progress
Milestone
Summary
Project Summary
External Tasks
External Milestone
Deadline

ID	Task Name	Duration	Start	Finish
41	**Phase 1 Priorities Building Systems**	**520 days**	**Tue 3/18/25**	**Mon 3/15/27**
42	**Phase 1 Priorities Start**	**520 days**	**Tue 3/18/25**	**Mon 3/15/27**
43	**Replace Plumbing Systems**	**390 days**	**Tue 3/18/25**	**Mon 9/14/26**
44	Phase I	195 days	Tue 3/18/25	Mon 12/15/25
45	Voluntary Seismic Work	195 days	Tue 3/18/25	Mon 12/15/25
46	Phase 2	195 days	Tue 12/16/25	Mon 9/14/26
47	Voluntary Seismic	195 days	Tue 12/16/25	Mon 9/14/26
48	**Update HVAC Systems**	**325 days**	**Tue 12/16/25**	**Mon 3/15/27**
49	Phase 1	130 days	Tue 12/16/25	Mon 6/15/26
50	Phase 2	130 days	Tue 9/15/26	Mon 3/15/27
51	Phase 1 Priorities Completed	0 days	Mon 3/15/27	Mon 3/15/27
52	**Phase 2 Indoor Space Updates**	**364 days**	**Mon 3/17/25**	**Fri 8/7/26**
53	Phase 2 Priorities Start	0 days	Mon 3/17/25	Mon 3/17/25
54	Classrooms & Science Labs	340 days	Tue 4/15/25	Mon 8/3/26
55	Voluntary Seismic Work	340 days	Tue 4/15/25	Mon 8/3/26
56	Auditorium	45 days	Mon 6/8/26	Fri 8/7/26
57	Voluntary Seismic Work	45 days	Mon 6/8/26	Fri 8/7/26
58	Cafeteria	45 days	Mon 6/2/25	Fri 8/1/25
59	Voluntary Seismic Work	45 days	Mon 6/2/25	Fri 8/1/25
60	Locker/Exercise Rooms	45 days	Mon 6/2/25	Fri 8/1/25
61	Voluntary Seismic Work	45 days	Mon 6/2/25	Fri 8/1/25
62	Basketball Court Bleachers	45 days	Thu 6/4/26	Wed 8/5/26
63	Phase 2 Priorities Completed	0 days	Fri 8/7/26	Fri 8/7/26
64	**Phase 3 Outdoor Space Updates**	**253 days**	**Mon 1/5/26**	**Wed 12/23/26**
65	Phase 3 Priorities Start	0 days	Mon 1/5/26	Mon 1/5/26
66	Football Bleachers & Scoreboard	108 days	Mon 1/5/26	Wed 6/3/26
67	Tennis & Basketball Court Lighting	40 days	Thu 6/4/26	Wed 7/29/26
68	Site Boundary Fence Replacement	30 days	Thu 4/30/26	Wed 6/10/26
69	Plaza of Peace Update	145 days	Thu 6/4/26	Wed 12/23/26
70	Phase 3 Priorities Completed	0 days	Wed 12/23/26	Wed 12/23/26
71	**Phase 4 Parking Lot Relocation**	**93 days**	**Thu 6/4/26**	**Mon 10/12/26**
72	Phase 4 Priorities Start	0 days	Thu 6/4/26	Thu 6/4/26
73	Demolish Shop/Clinic/Tech Center	18 days	Thu 6/4/26	Mon 6/29/26
74	Relocate Programs to the Main Building	20 days	Thu 6/4/26	Wed 7/1/26
75	Construct New Parking Lot	40 days	Tue 6/30/26	Mon 8/24/26
76	Demolish (E) Parking Lot	10 days	Tue 8/25/26	Mon 9/7/26
77	Create New Outdoor Landscaped Area	25 days	Tue 9/8/26	Mon 10/12/26
78	Completion of Phase 4	0 days	Mon 10/12/26	Mon 10/12/26



Project: McClymonds Mod Single Pha
Date: Fri 1/13/23

Task — Progress — Summary — External Tasks — Deadline
Split — Milestone — Project Summary — External Milestone

SCHEDULE NARRATIVE

The McClymonds High School Modernization project is complex. There is a great deal of work desired to be done on the campus all while taking into consideration that 1) the campus will need to remain occupied, 2) there will be some budget shortfalls, and 3) that some of the work will require working around school sports athletic seasons. Taking all of this into account we have put together some milestone activities to share our initial thoughts with the District.

To start, we analyzed the project by looking at Incremental (Multiple DSA Submittals) vs a Single DSA submittal option. The idea of utilizing the Incremental Submission would be to create shorter Design periods and quicker approvals for some of the project's priorities. When we discussed this, we soon realized the smaller packages that would allow us the earliest project start dates all contained Priority 3 and 4 items. Knowing that Priority 1 & 2 costs would need to be established prior to moving forward with any Priority 3 or 4 work, we soon decided that a single submission package for the entire project was the most effective way to schedule the project.

Once we had decided on a single submission, we established Design Milestones, incorporating the requirements of the Bridging Documents. Our Schematic Design Phase will cover the first 7 months of Pre-Construction and includes time for both progress estimates and District review at the 90% complete level. After Schematic Approval, Design Development will begin and will last for 5 months. Progress Estimating, Constructability Review and Value Engineering will occur at the 90% mark of this design phase. Construction Documents (5 month design phase) will start next and will be reviewed at the 70% level. After approval of Design and Cost the project will be submitted to DSA for Approval. The total expected design duration will be 17 months from start of Schematic Design to DSA submission.

The Bidding Phase included in our schedule provides time for multiple Site Visits and allows for the GMP to be vetted internally and with the District. We decided that utilizing the Back Check set that will go back into DSA would be our best strategy to pick up some time. Our schedule includes a 6 month DSA review process with comments being received after 3 months of review. Our team will address all comments within 9 weeks of receipt and submit back to DSA. The set going back to DSA are the documents we will use for bidding.

To move forward with construction we will need to evaluate and create phasing, housing and logistics plans for all of the work. The Bridging Documents have indicated that Interim Housing is not feasible at this time. We will work with the Team to provide solutions that utilize existing spaces on site. These activities and sessions will all occur during the design phases and will help us create a detailed version of the milestones we are including within the RFP schedule. For purposes of this RFP we are showing Construction Activities from the Bridging Documents categorized in their Priority Phase. We anticipate 24 months for the construction of this project. When looking at these priorities we evaluated work items we believe needed to be done during the Summer and others that with phasing could be done during the school year. We also looked at the Football Field work and scheduled it to occur during the school year but after the completion of the Football Season.

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HKIT ARCHITECTS

SCHEDULE NARRATIVE

Some of the main components of construction will occur in phases. Two examples would be the re-piping of the Plumbing Systems and the replacement of the HVAC Systems. This work is priority one of the project and will be the most extensive piece to phase and build within the occupied campus. We are showing this on the schedule as two major phases that will be required to be broken down into more areas as we develop the phasing and logistics plan during design. Our idea is to also incorporate the Voluntary Seismic work while we are working on these systems and that is why they are shown in parallel with the work on our milestone schedule. Utilizing the opportunity to do this work at the same time will minimize impact on the school and be more cost efficient.

Our schedule shows the construction of the project being complete in a 24-month time frame and is highly dependent on our team working with the District to create enough internal spaces that will allow us to build constructively and consecutively though the process. We look forward to having the opportunity to fill in the details once we begin the Pre-Construction process.

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HKIT ARCHITECTS

BRIDGING DOCUMENT COMPLIANCE PERFORMANCE

INTRODUCTION

The Alten/HKIT Architects Design Build Team fully respects the rich history of McClymonds High School and its critical role as a West Oakland institution. The high school has a long list of noted alumni from sports, entertainment, politics, academics and business and is rightly recognized as a "School of Champions". Our goal if selected, is to transform the campus so that its facilities are state of the art, match up to its proud history and provide the setting to nurture decades of new leaders and champions.

Key Goals. The Design Build Team commits to a collaborative working process with personnel from McClymonds High and Oakland USD to meet the key goals of the transformation. These include the creation of a safe and healthy school, providing a high-quality sustainable facility, strengthening a strong community school, implementing ideas derived from the grass roots community engagement and continuing the engagement process, reinforcing campus access and flow, strengthening the school image and identity and making a firm commitment to meet budget, schedule and LBU. Our team has significant experience in helping Bay Area high schools achieve their academic vision and understands the important of this project in helping McClymonds grow through the transformation of its facilities.

Oakland USD Standards. Our team acknowledges the extensive and insightful work achieved and documented in the bridging documents and will comply with the requirements contained therein. We are also very familiar with Oakland USD standards and will implement these standards when developing the project. Our team has incorporated these standards during our work on Glenview Elementary School, Roosevelt Middle School and Melrose Leadership Academy projects.

PHASE 1: BUILDING SYSTEMS IMPROVEMENTS

Our Design Build Team recognizes that the building systems upgrades in Phase 1 are essential and of the highest priority as these improvements focus on the health and well-being of teachers, students, staff, visitors, and the surrounding community by mitigating known significant health issues of lead in the water and nearby contaminants in ground water and soil vapor. We will work diligently to achieve the following upgrades.

- Replace plumbing
- Pursue voluntary seismic updates: our team has extensive experience with Oakland USD on voluntary seismic upgrades including working with the same structural engineer at Roosevelt Middle School and Melrose Leadership Academy and can implement this part of the project and comply with the bridging documents.
- Update HVAC systems and implement vapor mitigation through HVAC and vapor barriers if needed

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BRIDGING DOCUMENT COMPLIANCE PERFORMANCE

PHASE 2: INDOOR TRANSFORMATIONS

After the achievement of the building systems improvements, the next highest priority is the indoor updates. These changes as shown by the interior renderings will transform the quality of critical teaching spaces, supporting the efforts of teachers, increasing the learning capacity and morale of students and even making the job of staff such as maintenance easier to do.

- Renovation of the classrooms as identified by the District and design team. Possibilities include replacement of floors, ceilings, lighting, wall materials including acoustical paneling, white boards, projection, and storage systems. Creating a healthy learning environment that supports a variety of teaching and learning styles.
- Science labs will be designed to support the District and school science curriculum with flexibility in mind. Counters and plumbing to be located on the perimeter walls and mobile seating in the middle, allowing teachers and students to move from a lab set up to a lecture set up easily. Chemical storage, fume hood and eye wash will also be included to support the hands-on projects and experiments.
- Dedicated pathway labs including a potential new engineering lab on the ground floor, north side of Building A with an exterior fabrication space and acoustical mitigation from the library above. This space will accommodate the equipment necessary to support the current Engineering and Entrepreneurship Pathways program but be flexible when additional or different programs are added in the future.
- Possible improvements to the auditorium, including acoustical clouds, seating, lighting, AV systems, wall baffles, flooring, and ceiling to help support the preforming arts, assemblies and community events that occur in this space.
- Proposals to change the cafeteria and kitchen through new durable flooring, acoustical ceilings, and lighting design, a variety of flexible seating to accommodate different groups and opening up the exterior wall for light, views and access to an outdoor seating area.
- Possible changes to the locker and exercise rooms including replacement of the basketball court bleachers, new lockers, flooring, ceiling, and lighting.

PHASE 3: OUTDOOR TRANSFORMATIONS

The Phase 3 improvements as shown by the exterior renderings will transform the sports facility and the look of the school from the surrounding streets. New fencing, bleachers (and their street-facing backside), entry gates, field improvements and site lighting will all offer a fresh new look to the perimeter of the campus.

- Replacement of the football bleachers with attractive street face and bold colors to reinforce McClymonds High School identity.
- Providing a new state of the art scoreboard with video element
- Resurfacing the field of play and site lighting for tennis and basketball courts
- Updating the Plaza of Peace with shade structure and trees
- Updating site boundary fencing and adding new highly visible entry gates
- Allocating space for battery storage

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BRIDGING DOCUMENT COMPLIANCE PERFORMANCE

PHASE 4: DEMOLISHING SHOP/CLINIC BUILDING AND OTHER EXTERIOR TRANSFORMATIONS

The final phase of work will transform the overall look and feel of the campus. The changes proposed by our team as shown in the renderings will update the look of the exterior and create a new, fresh image that highlights the history of the school. Demolishing the shop/clinic building and providing a new courtyard treatment will help to unify the campus and remove the obstacle of parking between the west and east sides of the campus.

- Demolish shop/clinic building and relocate parking lot to that location
- Provide new landscaping/courtyard treatment at location of former parking lot that provides low-maintenance landscaping, outdoor classrooms and recreational space
- Relocate clinic and other displaced functions to main classroom building
- Transform look of main classroom building through changes to entry and addition of exterior fins on both sides of the classroom building
- HKIT acknowledges the criteria outlined in the bridging documents and will comply to the extent that can be done within budget and project parameters

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1 Front Facade

- Updated, contemporary treatment
- Highlights historical elements
- Transforms image of school

2 Engineering Lab

- Takes advantage of large, high-ceiling rooms on ground floor
- Acoustical mitigation for library above
- Opens to the outdoors for exterior fabrication
- Highly visible and activates plaza

3 Plaza of Peace

- Shade structure provides shade and defines edge
- Wall of Champions mural
- Improved performance area and trees

4 Main Sports Entry Gate

- Main gate to entry for basketball
- Controls entry for both cars and pedestrians
- Highlights Walk of Champions

5 New Bleachers

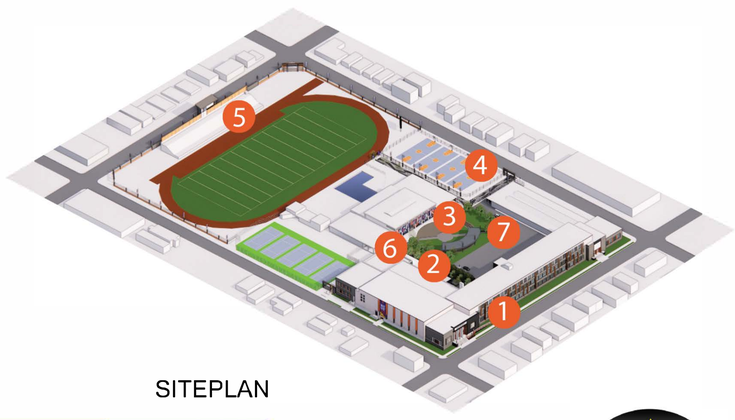
- New facility presents proud streetside view
- Addresses accessibilty and improved view angles

6 Cafeteria

- Lower wall opened up connecting indoors to outdoors
- New canopy provides protected outdoor dining

7 Landscape Plan

- Plaza and low-maintenance landscaping unify campus
- Outdoor classrooms provide alternative teaching spaces
- Parking at street edge more convenient and safer



SITEPLAN

McCLYMONDS HIGH SCHOOL

OAKLAND UNIFIED SCHOOL DISTRICT, OAKLAND CA

TRANSFORMATIONS : EXTERIOR

1.13.2023

HKIT ARCHITECTS

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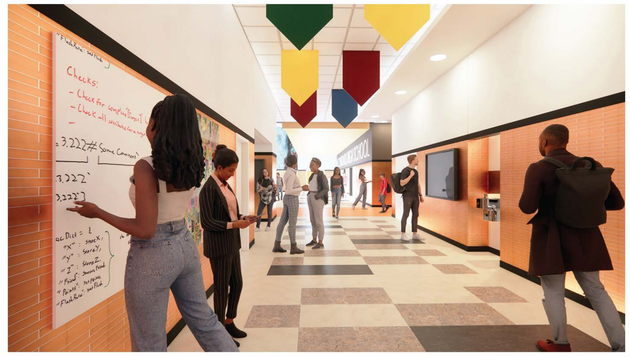
1 Cafeteria

- Open up wall and connect to outdoors
- Different seating layouts and mixed furniture types
- Break up space into different zones

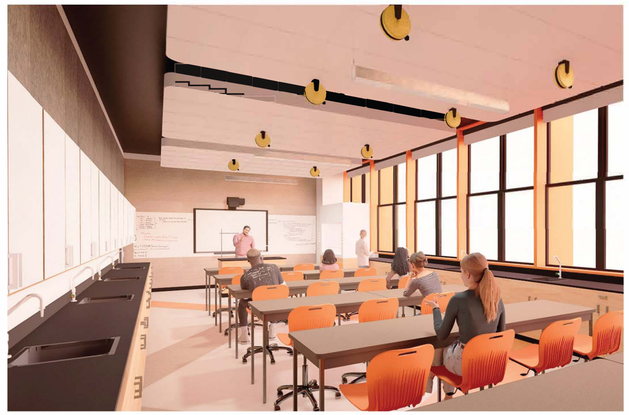
2 Engineering Lab

- Open up wall and connect to outdoor fabrication space
- Acoustical mitigation for library above
- Takes advantage of large existing rooms with high ceilings



3 Corridor

- Enhanced colors, materials, and patterns
- Acoustic ceiling and accent soffit with collegiate banners



4 Science Classroom

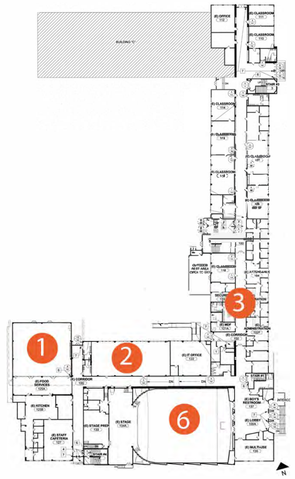
- Flexible layout with counters, cabinets and sinks at perimeter
- Movable seating in middle

5 Classroom

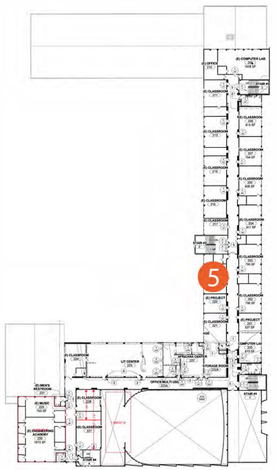
- Brighter, warmer colors and finishes
- Improved acoustics and lighting
- White boards and technology

6 Auditorium

- Improved acoustics
- New AV, lighting and HVAC systems
- Transformed aesthetics and finishes



GROUND FLOOR



SECOND FLOOR

THIRD FLOOR

KEY PLAN

McCLYMONDS HIGH SCHOOL

OAKLAND UNIFIED SCHOOL DISTRICT, OAKLAND CA

TRANSFORMATIONS : INTERIOR

1.13.2023

HKIT ARCHITECTS

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LOCAL BUSINESS UTILIZATION AFFIRMATION WORKSHEET

Design-Build Team: Alten Construction, Inc. (as DBE with HKIT Architects)

The Design-Build Entity affirms that it will achieve OUSD's minimum Local Business Utilization (LBU) requirements. Included in our proposal is a detailed narrative and strategy describing how the DBE intends to meet or exceed the LBU requirements.

The narrative should describe previously implemented methods used for successful Local Business Utilization and should be inclusive of at least one relevant California K-12 DBE example.

The narrative should include your LBU strategy, but not limited, to the following:

- Identified Joint-Venture partnership agreements at the prime and sub level
- An outline of small and local firms with planned partnership
- Areas and/or scopes that have been identified as carve out opportunities for small, local partners
- Other identified opportunities for local and small local utilization

The submitted narrative and strategy will be scored and awarded up to 5 additional points.

Minimum Local Business Participation per District Policy can be found in the following link: https://www.ousd.org/domain/1302

Signature: _____, Shannon M. Alten, VP & CFO of Alten Construction, Inc.

Date: 1 / 13 / 2023

LBU AFFIRMATION AND STRATEGY OF SUCCESS

Alten Construction as DBE affirms that we will achieve OUSD's minimum Local Business Utilization (LBU) requirements for the McClymonds High School project. Our strategy for success is described below and based on many years of experience building schools in Oakland, for Oakland Unified School District, with Oakland S/LBE subcontractors and suppliers.

For the McClymonds High School project Alten plans to contract with the Construction Resource Center (CRC), founded and run by our former JV partner on three past OUSD LLB projects, Turner Group Construction. CRC is based out of Oakland and Richmond and will provide local outreach, community engagement, and offer training and assistance to S/LBE during construction. These services and more are something that CRC has been doing successfully for the past 5+ years in Oakland and Richmond. Bob Alten has served on the Construction Industry Advisory Board of the Construction Resource Center and several of our employees have taught classes there for the past five plus years - providing expert advice and knowledge to future local Oakland and Richmond contractors.

With regular S/LBE meetings and discussions facilitated by CRC, we will work on developing additional carve outs and teaming ideas to add to our initial suggestions below. CRC's established relationship with the Oakland and Richmond contractor community will provide our team with the opportunity to reach and bring on board even more local contractors and suppliers to participate in this landmark project. Please refer to CRC's description of services following this narrative for more information on what they can contribute to the project and visit their website to see what they are currently contributing to the Oakland and Richmond contractor communities.

Our team decided to approach the McClymonds High School LBU goal in a way that creates the most opportunity for a larger pool of Oakland contractors. As you can see from our Team Org Chart, our design-build team consists almost entirely of S/LBE (7 out of 9 firms) including SLBE plumbing subcontractor RAM West (teaming with Cal Pacific Systems) and SLBE electrical subcontractor Tulum Systems.

We've provided our initial carve-outs and break-outs below to maximize S/LBE participation. These will be further clarified and expanded upon during design and the bidding process, facilitated by CRC.

Identified carve-outs & break-outs for S/LBE:

- Demolition - break out per abatement, soft demo, and hard demo
- Site Concrete – Break out separate site areas
- Framing - Break out taping from Drywall
- Painting - Break out Interior & Exterior and Break out per Building

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LBU AFFIRMATION AND STRATEGY OF SUCCESS

Identified carve-outs & break-outs for S/LBE continued:

- Flooring - Break out per Building
- Tiling - Break out per Building
- Steel - Break out miscellaneous site steel and railings from larger steel package
- Cleanings - break out progress and final

Alten Construction has an excellent track record of meeting or exceeding OUSD LBU goals. On the $46.1M Glenview ES Campus Replacement Project specifically, we exceeded the 25% SLBE goal with a total of 38.9% SLBE. Our overall project LBE participation including SLBE was 51.2% - exceeding the 50% requirement. We have provided the LBU spreadsheet submitted with our final Glenview ES payment application further along in this section for your review.

In closing, we confirm that Alten Construction has met and maintained S/LBE participation and local hire goals on all of our projects with Oakland Unified School District, West Contra Costa Unified School District, City & County of San Francisco, City of Richmond, County of Alameda and other school district and governmental agencies in the San Francisco Bay Area. We are confident that we will do the same for McClymonds High School.

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HKIT ARCHITECTS

Community Engagement

CRC CONSTRUCTION RESOURCE CENTER

Effective outreach and engagement are critical for any project to reflect the inclusion of our diverse communities. Therefore, Alten Construction is partnering with the Construction Resource Center (www.constructionresourcecenter.org) to provide a unique approach to recruiting and retaining small local and/or disadvantage businesses. This partnership will allow us to understand the barriers associated with small local contractors, give us access to a growing database of trained local contractors, and provide on-going technical support to ensure their success.

Understanding the Challenges of Small Local Contractors

Alten Construction feels local participation is a systematic approach to project management rather than a mere program. As such community engagement must take into consideration the top six challenges that need to be addressed in order to retain small local contractors as they grow their capacity. They are:

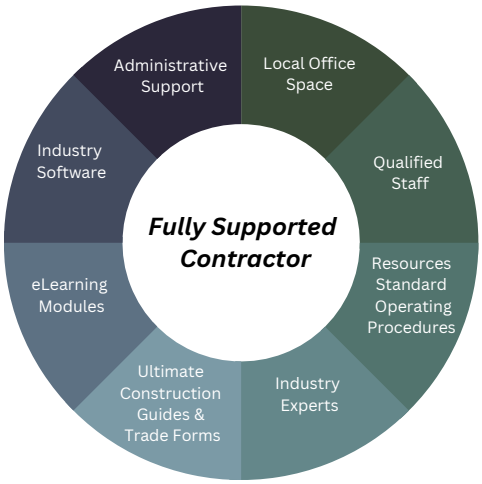
- Lack of Local Office Space
- Minimal Administrative and Field Staff
- Minimal Technical Knowledge
- Challenges with Understanding Contractual Documents
- No Internal Processes
- Minimal Financial Management Experience

Unique Approach for Retention - On-going Wrap Around Services

Our local participation approach includes providing customized technical assistance along with wrap-around (or placed-based) services throughout the project. These resources will address typical barriers affecting local contractors' ability to complete projects successfully. By making these on-going services available and accessible in a designated location, local contractors will have:

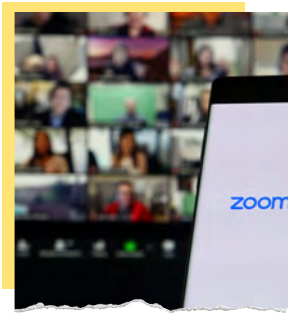
- On-going administrative support, to include assistance completing standard trade forms
- Local office space to work and meet with fellow contractors, vendors, and suppliers
- Access to local qualified tradespersons to interview and hire
- Resources to help understand standard operating procedures related to the project/industry
- Access to a team of Industry Experts to assist with Estimating, Contract Changes, Accounting, and more
- Access to Ultimate Construction Guides*
- Access to eLearning Modules on Standard Operating Procedures*
- Access to industry software and training

*English and Spanish



Community Engagement

Community Engagement Meetings



Community engagement transcends outreach given it focuses on collaboration rather than a process of communicating. As such, the Construction Resource Center in partnership with Alten Construction will host bi-monthly Engagement Meetings prior to project start through project completion. This will help identify additional qualified local contractors for any additional scope, future projects, and/or potential joint ventures. Meetings will be held on Zoom to provide accessibility to any interested contractor.

The following includes the methods in which the Construction Resource Center (CRC) will notify small local contractors.

1. **Webpage and social media**
   a. CRC Webpage
   b. FaceBook
   c. Instagram

2. Electronic Notification to:
   a. Constant Contact
   b. Chamber Newsletters

3. Written Notification
   a. Flyers

4. **Accessing Database of Industry Partners**
   a. City of Oakland Small Local Business Enterprises (S/LBE)
   b. EBMUD Small Local Business Enterprises (SLBE) / Disadvantage Business Enterprise (DBE)
   c. Lowe Consulting Group Small Local Business Enterprises (SLBE)

The intent of the meeting content will be to familiarize each attendee with the respective project and steps required to participate in the bidding process. This will include:

- Review of Project Plans/Specs
- Review of Project Scope
  a. Overall
  b. Various Trades
- Tentative Project Start and Duration
- Prequalification Process
- Bidding Process
- Contractual Requirements
- Q&A or Request for Information Process

www.constructionresourcecenter.org

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

DESIGN

HKIT **LBE**

Jeff Evans
AIA LEED AP BD+C
Principal-in-Charge

Melissa Regan Byers
AIA, LEED AP
Project Manager

SUBCONSULTANTS

AGS, INC. - SLBE
Civil Engineer

IDA Structural Engineers - SLBE
Structural Engineer

Alter Engineers - VSLBE
Mechanical/Plumbing Engineer

Keller Mitchell - SLBE
Landscape Architect

CONSTRUCTION

ALTEN CONSTRUCTION SINCE 1995

Bob Alten
Project Executive

Erik Andresen
Chief Estimator

Noel Stenberg or Eric Onick
Senior Project Manager

Joe Salow
General Superintendent

Stacy Barton or Guy Curtice
Superintendent

Robert Giraudo
Safety Manager

D-B ENGINEERS/ SUBCONTRACTORS

Tulum Systems - SLBE
Electrical Sub & Engineer

Cal Pacific Systems + RAM West Inc. - SLBE
Plumbing Subs Teaming Agreement

Oakland Unified School District
Local Business Enterprise Participation
Monthly Tracking Worksheet

Dated:1/10/2023

LBE REPORT

Project Name:	Glenview ES Incr 3
Project No:	
General Contractor:	ADCo/Alten JV
Pay Application No.	31
Pay Application Month/Year:	November 2020

Total Bid Dollar Amount:	**$ 37,390,043**
Total Bid Allowance Amount:	**$ 1,302,196.00**
Total LBE Dollar Amount at Bid Time:	**$ 19,077,121**
Total LBE % at Bid Time:	**51.0%**

Previous Cumulative Total LBE Dollar Amount:	$ 17,946,233
LBE Dollar Amount this Pay Application:	$ 1,183,626
Current Cumulative Total LBE Dollar Amount:	$ 19,129,859
Current Cumulative Total LBE %:	51.2%

No.	LBE Type	Contractor/Subcontractor Name	Trade	Proposed Local Business Enterprise Dollar Amount At Bid Time	Previous Cumulative Local Business Enterprise Dollar Amount	Amounts this Pay Application: Local Business Enterprise Dollar Amount (LBE)	Amounts this Pay Application: Small Local Business Enterprise Dollar Amount (SLBE)	Amounts this Pay Application: Small Local Resident Business Enterprise Dollar Amount	Current Cumulative Local Business Dollar Amount	Remaining LBE Participation (Bid Time vs. Current Cumulative)	Current Cummulative LBE %
1	**SLBE**	ADCo/Turner Group/Alten JV	General Contractor	$ 10,120,950	$ 8,937,324		$ 1,183,626		$ 10,120,950	$ -	27.1%
SLB	**SLBE**	Acoustics by the Bay	Acoustical	$ 20,000	$ 20,000		$ -		$ 20,000	$ -	0.1%
	SLBE	All Bay Area Glass	Glass, Skylights, Sun Ctrl	$ 1,440,124	$ 1,492,862		$ -		$ 1,492,862		4.0%
3	**LBE**	Digital Design	Electrical	$ 3,428,134	$ 3,428,134	$ -			$ 3,428,134	$ -	9.2%
4	**SLBE**	Hartley Construction	Steel	$ 824,750	$ 824,750		$ -		$ 824,750	$ -	2.2%
5	**LBE**	Ironwood	Cement Plaster	$ 1,160,582	$ 1,160,582	$ -			$ 1,160,582	$ -	3.1%
6	**SLBE**	Mauck	Sheet Metal	$ 499,581	$ 499,581		$ -		$ 499,581	$ -	1.3%
7	**SLBE**	Picture Painting	Painting	$ 262,000	$ 262,000		$ -		$ 262,000	$ -	0.7%
8	**SLBE**	Premium Roofing	SBS Mod Bit Membrane	$ 688,000	$ 688,000		$ -		$ 688,000	$ -	1.8%
9	**SLBE**	Ram West	Plumbing	$ 633,000	$ 633,000		$ -		$ 633,000	$ -	1.7%
15									$ -	$ -	0.0%
16									$ -	$ -	0.0%
17									$ -	$ -	0.0%
18									$ -	$ -	0.0%
19									$ -	$ -	0.0%
20									$ -	$ -	0.0%
21				$ -	$ -				$ -	$ -	0.0%
		TOTALS		**$ 19,077,121**	**$ 17,946,233**	**$ -**	**$ 1,183,626**	**$ -**	**$ 19,129,859**	**$ -**	51.2%

NONCOLLUSION DECLARATION
[Public Contract Code §7106]

Owner: Oakland Unified School District
Contract: McClymonds High School Modernization Project

The undersigned declares:

I am the Vice President & CFO of Alten Construction, Inc., the party making the foregoing proposal.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on January 13, 2023, at Richmond [*city*], CA [*state*].

Signature

Shannon M. Alten
Print Name

CALIFORNIA ACKNOWLEDGMENT CIVIL CODE § 1189

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

State of California
County of Contra Costa

On 1/13/23 (Date) before me, Jacqueline M. Torres, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Shannon M. Alten (Name(s) of Signer(s))

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

JACQUELINE M. TORRES
Notary Public - California
Contra Costa County
Commission # 2283673
My Comm. Expires Apr 26, 2023

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

WITNESS my hand and official seal.

Signature _____ (Signature of Notary Public)

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: noncollusion Declaration

Document Date: 1/13/23 Number of Pages: 1

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Shannon M. Alten	Signer's Name:
☒ Corporate Officer – Title(s): VP + CFO	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer is Representing: Alten Construction, Inc	Signer is Representing:

SUFFICIENT FUNDS DECLARATION
[Labor Code §2810]

Owner: Oakland Unified School District
Contract: McClymonds High School Modernization Project

I, Shannon M. Alten, declare that I am the Vice President & CFO of Alten Construction, Inc., the entity making and submitting the proposal for the above Contract that accompanies this Declaration, and that such proposal includes sufficient funds to permit Alten Construction, Inc. [*insert name of entity*] to comply with all local, state or federal labor laws or regulations during the Contract, including payment of prevailing wage, and that Alten Construction, Inc. [*the entity*] will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on January 13 2023, at Richmond *[city]*, CA *[state]*.

Signature
Print Name: Shannon M. Alten
Print Title: Vice President & CFO

WORKERS' COMPENSATION CERTIFICATION
[Labor Code §1861]

Labor Code Section 3700, in relevant part, provides:

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

(a) By being insured against liability to pay compensation 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 either as an individual employer or as one employer in a group of employers. Said certificate 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 or her employees … ."

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Alten Construction, Inc.
Name of Contractor


Signature

Shannon M. Alten	1/13/23	Vice President & CFO
Print Name	Date	

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

DRUG-FREE WORKPLACE CERTIFICATION

The DrugFree Workplace Act of 1990 (Government Code sections 8350 *et seq.*) requires that every person or organization awarded a contract or grant for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, or both, and the contractor may be subject to debarment from future contracting if the state 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 the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

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

(c) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required 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 Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug free awareness program, and (c) requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the DrugFree Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq*. and hereby certify that I will adhere to the requirements of the DrugFree Workplace Act of 1990.

Alten Construction, Inc.

Name of Contractor

1/13/23

Date

Signature

Shannon M. Alten, VP & CFO

Print Name

IRAN CONTRACTING ACT CERTIFICATION
[Public Contract Code §2200 *et seq.*]

As required by Public Contract Code ("PCC") section 2204 for contracts of $1,000,000 or more, please insert proposer's or financial institution's name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid or propose on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the proposer/financial institution identified below, and the proposer/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/proposer, for 45 days or more, if that other person/proposer will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

Proposer Name/Financial Institution (Printed) Alten Construction, Inc.	*Federal ID Number (or n/a)* 68-0369744
By (Authorized Signature)	
Printed Name and Title of Person Signing Shannon M. Alten, Vice President & CFO	
Date Executed 1/13/23	*Executed in* Richmond, California, USA

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a proposer/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Proposer Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*

DOCUMENT 00 52 00

SCHEDULE Z

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION

Under the requirements of OMB Circular A-133 Supplement, part 3, Section 1, the District is required to obtain certifications that contractors and sub-grantees receiving awards exceeding $25,000 have not been suspended or debarred from participating in federally funded procurement activities.

The undersigned company certifies to the best of its knowledge and belief that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency; and that none of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

If the undersigned company is unable to certify to the above statement, it shall attach an explanation to this proposal.

By signing and submitting this form the company's authorized representative hereby certifies as to the above stated conditions.

Alten Construction, Inc.	
Company Name	Signature of Authorized Representative
1141 Marina Way South, Richmond, CA 94804	Shannon M. alten
Address	Type or Print Name
(510) 234-4200 1/13/23	Vice President & CFO
Area Code Phone Date	Type or Print Name

Please Note: General Contractors and all of their subcontractors are required to submit this certification form.

END OF DOCUMENT

GENERAL CONDITIONS

for

ALTERNATIVE DESIGN-BUILD CONSTRUCTION

FOR MCCLYMONDS HIGH SCHOOL MODERINZATION DESGIN BUILD PROJECT

OAKLAND UNIFIED SCHOOL DISTRICT

March 23, 2023

SUMMARY OF CONTENTS

TABLE OF CONTENTS

ARTICLE 1

GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The "Contract Documents" consist of the Agreement between Owner and Design-Builder (hereinafter the Agreement), all attachments and exhibits to the Agreement, Conditions of the Contract (General, Supplementary, and any other Conditions), the Request for Proposal including all design requirements (i.e., "Bridging Documents"), Design-Builder's proposal, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors, Noncollusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810), Workers' Compensation Certification, Drug-Free Workplace Certification, Iran Contracting Act Certification, the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and Modifications issued after execution of the Agreement. A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Owner. The Contract Documents are complementary, and each obligation of the Design-Builder, Subcontractors, material or equipment suppliers in any one shall be binding as if specified in all.

1.1.2 THE CONTRACT

The Contract Documents form the Contract. The "Contract" represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Design-Builder, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Design-Builder. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Owner's governing board.

1.1.3 THE WORK

The "Work" shall include all labor, materials, services and equipment necessary for the Design-Builder to fulfill all of its obligations pursuant to the Contract Documents, including but not limited to preparation of the 100% complete DSA-approved design of the Project (the "Design"), performance of all construction work, including punch list items, and submission of documents to Owner. It shall include the initial obligation of any Design-Builder or Subcontractor, who performs any portion of the Work, to visit the Site of the proposed Work with Owner's representatives, a continuing obligation after the commencement of the Work to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be

carried on under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Design-Builder or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated bid documents. The "Site" refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work.

1.1.4 THE PROJECT

The "Project" is the total design and construction of the Work performed in accordance with the Contract Documents, but "Project" may also include construction by the Owner or by separate contractors of improvements related to, but not included in, the Work. The Project shall constitute a "work of improvement" under Civil Code section 8050 and Public Contract Code section 7107.

1.1.5 THE DRAWINGS

The "Drawings" are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

1.1.6 THE SPECIFICATIONS

The "Specifications" are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.7 THE PROJECT MANUAL

The "Project Manual" is the volume usually assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Agreement, Conditions of the Contract, and Specifications.

1.1.8 OR

"Or" shall include "and/or."

1.1.9 COMPLETION AND COMPLETE

Statutory definitions of "Completion" and "Complete" shall apply for those statutory purposes. For all other purposes, including accrual of liquidated damages, Claims, and warranties, "Completion" and "Complete" mean the point in the Work where (1) Design-Builder has fully and correctly performed all Work in all parts and requirements, including design, construction, and corrective and punch list work, and (2) Owner's representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-

compliant, performance shall not constitute "Completion" or "Complete" under the Contract Documents, except to the extent that substantial completion is required for a milestone deadline.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 CORRELATION AND INTENT

1.2.1.1 ***Documents Complementary and Inclusive.*** The Contract Documents are complementary and are intended to include all items required for the proper execution and Completion of the Work.

1.2.1.2 ***Coverage of the Contract Documents.*** The Contract Documents generally describe the work to be performed by Design-Builder. It is not intended to mention every item of Work. All materials or labor for Work, which are required by the Contract Documents or the Design (or is reasonably inferable therefrom as being necessary to Complete the Work), shall be provided by the Design-Builder whether or not the Work is expressly covered in the Contract Documents. It is intended that the Work be of sound, quality construction, and the Design-Builder shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by Design-Builder.

1.2.1.3 ***Conflicts.*** Without limiting Design-Builder's obligation to identify conflicts for resolution by the Owner, in the event of a conflict between provisions of the Contract Documents, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply; except that in the event of a conflict between a Division 01 specification and a Contract provision not within the Division 01 specifications, the provision not within Division 01 shall control.

1.2.1.4 ***Conformance With Laws.*** Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

Before commencing any portion of the Work, Design-Builder shall check and review the Contract Documents for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. In the event Design-Builder observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract Documents, Design-Builder shall promptly notify Owner in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Work. Where requirements of the Contract Documents exceed those of the

applicable building codes and ordinances, the Contract Documents shall govern. Design-Builder shall comply with all applicable Federal, State and local laws.

If, as, and to the extent that Public Contract Code section 1104 is deemed to apply after the award of the Contract, Design-Builder shall not be required to assume responsibility for the completeness and accuracy of the Contract Documents, notwithstanding any other provision in the Contract Documents, except to the extent that Design-Builder discovered or should have discovered and reported any errors and omissions to the Owner, including but not limited to as the result of any review of the plans and specifications by Design-Builder required by the Instructions to Bidders or other Contract Documents, whether or not actually performed by Design-Builder.

1.2.1.5 ***Ambiguity.*** Before commencing any portion of the Work, Design-Builder shall carefully examine all Contract Documents and other information given to Design-Builder as to materials and methods of construction and other Project requirements. Design-Builder shall immediately notify Architect and Owner in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Contract Documents in the manner provided herein. If the Design-Builder or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Design-Builder shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the sum of the Design Price and the Construction Price ("Contract Sum") or the time for performance ("Contract Time"). If Design-Builder performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Design-Builder which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Design-Builder shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Contract Sum or the time for performance. In no case shall any Subcontractor proceed with the Work if uncertain without the Design-Builder's written direction and/or approval.

1.2.1.6 ***Execution.*** Execution of the Agreement Between Owner and Design-Builder by the Design-Builder is a representation that the Design-Builder has visited the site, become familiar with the local conditions under which the Work is to be performed and has correlated personal observations with the requirements of the Contract Documents.

1.2.2 **ADDENDA AND DEFERRED APPROVALS**

1.2.2.1 ***Addenda.*** Subsequent addenda issued shall govern over prior addenda only to the extent specified. In accordance with Title 24, California Code of Regulations, addenda shall be approved by the Division of the State Architect ("DSA").

1.2.2.2 ***Deferred Approvals.*** The requirements approved by the DSA on any item submitted as a deferred approval in accordance with Title 24, California Code of Regulations, shall take precedence over any previously issued addenda, drawing or specification.

1.2.3 **INTERPRETATION**

1.2.3.1 ***Titles.*** Organization of the Contract Documents into divisions, sections and articles shall not control the Design-Builder in dividing the Work among Subcontractors or in establishing the extent of work to be performed.

1.2.3.2 ***As Shown, Etc.*** Where "as shown," "as indicated," "as detailed," or words of similar import are used, reference is made to the Contract Documents unless otherwise stated. Where "as directed," "as required," "as permitted," "as authorized," "as accepted," "as selected," or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.

1.2.3.3 ***Provide.*** "Provide" means "provided complete in place," that is, furnished, installed, tested, and ready for operation and use.

1.2.3.4 ***General Conditions.*** The General Conditions and any Supplementary or other Conditions are a part of each and every section of the Contract Documents.

1.2.3.5 ***Abbreviations.*** In the interest of brevity, the Contract Documents may be written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as "Design-Builder shall," "shall be," etc., are intentional. Nevertheless, the requirements of the Contract Documents are mandatory. Omitted words or phrases shall be supplied by inference.

1.2.3.6 ***Plural.*** Words in the singular shall include the plural whenever applicable or the context so indicates.

1.2.3.7 ***Metric.*** The Contract Documents may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1" (25 mm), the U. S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the "International System of Units" (SI) and generally follow ASTM E 380, "Standard for Metric Practice."

1.2.3.8 ***Standard Specifications.*** Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's standard specifications, which are in effect as of the date the Notice to Bidders is first published. If applicable specifications are revised prior to Completion of any part of the Work, the Design-Builder may, if acceptable to Owner and Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Contract Documents, shall have full force and effect as though printed in the Contract Documents. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.2.3.9 ***Absence of Modifiers.*** In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but

the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Contract Documents prepared on behalf of the Owner are instruments of the services of the Architect and its consultants and are the property of the Owner. The Design-Builder may retain one contract record set. Neither the Design-Builder nor any Subcontractor, Sub-subcontractor, or material or equipment supplier shall own or claim a copyright in the Contract Documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them. All copies of them, except the Design-Builder's record set, shall be returned or suitably accounted for to the Owner, upon request upon Completion of the Work. The Contract Documents prepared by the Architect, and copies thereof furnished to the Design-Builder, are for use solely with respect to this Contract. They are not to be used by the Design-Builder or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other contracts or for additions to this Contract outside the scope of the Work without the specific written consent of the Owner and the Architect. The Design-Builder, Subcontractors, Sub-subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Contract Documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's property interest or other reserved right. All copies made under this license shall bear appropriate attribution and the statutory copyright notice, if any, shown on the Contract Documents prepared by the Architect.

ARTICLE 2

OWNER

2.1 DEFINITION

The term "Owner" means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner and/or the Owner's authorized representatives, including but not limited to architects and construction managers. To the extent the Contract Documents indicate that Owner has assigned duties to particular representatives of the Owner (such as the Architect, or Construction Manager), Owner reserves the right at all times to reassign such duties to different Owner representatives.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 INTENTIONALLY LEFT BLANK

2.2.2 SITE SURVEY

When required by the scope of the Project, the Owner will furnish, at its expense, a legal description or a land survey of the Site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the Site. Surveys to determine locations of construction, grading, and site work shall be provided by the Design-Builder.

2.2.3 SOILS

2.2.3.1 ***Owner Furnished Services.*** When required by the scope of the Project, the Owner will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required or as required by local or state codes. Such services with reports and appropriate professional recommendations shall include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions.

2.2.3.2 ***Design-Builder Reliance.*** Test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Design-Builder and the Design-Builder has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the Site of the Project, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the Design-Builder shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Design-Builder of any of its agents. Nothing herein contained shall be deemed a waiver by the Design-Builder to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Design-Builder.

2.2.4 UTILITY SURVEY

When required by the scope of the Project, the Owner will furnish, at its expense, all information regarding known existing utilities on or adjacent to the Site, including location, size, inverts, and depths.

2.2.5 **INFORMATION**

Upon the request of the Design-Builder, Owner will make available such existing information regarding utility services and Site features, including existing construction, related to the Project as is available from Owner's records. The Design-Builder may not rely upon the accuracy of any such information, other than that provided under Sections 2.2.2 and 2.2.4 (except that the Design-Builder may not rely upon, and must question in writing to the Owner and the Architect, any information which appears incorrect based upon Design-Builder's Site inspection, knowledge of the Work, and prior experience with similar projects), unless specifically stated in writing that the Design-Builder may rely upon the designated information.

2.2.6 **EXISTING UTILITY LINES; REMOVAL, RELOCATION**

2.2.6.1 ***Removal, Relocation.*** Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Design-Builder shall not be assessed for liquidated damages for delay in Completion of the Work caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Design-Builder for the costs of locating, repairing damage not due to the failure of the Design-Builder to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

2.2.6.2 ***Assessment.*** These subparagraphs shall not be construed to preclude assessment against the Design-Builder for any other delays in Completion of the Work. Nothing in these subparagraphs shall be deemed to require the Owner to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Site.

2.2.6.3 ***Notification.*** If the Design-Builder, while performing work under this Contract, discovers utility facilities not identified by the Owner in the Contract plans or specifications, Design-Builder shall immediately notify the Owner and the utility in writing.

2.2.6.4 ***Underground Utility Clearance.*** It shall be Design-Builder's sole responsibility to timely notify all public and private utilities serving the Site prior to commencing work. The Design-Builder shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accordance with Government Code section 4216, et seq. Design-Builder shall promptly provide a copy of all such notifications to the Owner.

2.2.7 **EASEMENTS**

Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract or Contract Documents.

2.2.8 **REASONABLE PROMPTNESS**

Information or services under Owner's control will be furnished by the Owner with reasonable promptness. The Owner shall not be liable for any delays caused by factors beyond the Owner's control including but not limited to DSA's or any other local, State or federal agency's review of bids, change order requests, RFI's or any other documents.

2.2.9 **COPIES FURNISHED**

The Design-Builder will be furnished such copies of Drawings and Project Manuals as are stated in the Contract Documents.

2.2.10 **DUTIES CUMULATIVE**

The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein, and especially those in Article 6 (Construction by Owner or by Separate Design-Builders), Article 9 (Payments and Completion), and Article 11 (Insurance and Bonds).

2.3 **OWNER'S RIGHT TO STOP THE WORK**

If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Contract Documents or the Design, or persistently fails to carry out Work in accordance with the Contract Documents or the Design, the Owner may order the Design-Builder to stop the Work or any portion thereof, until the Design-Builder corrects the deficiencies. Design-Builder shall not be entitled to a time extension for any delays caused by such order. The right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design-Builder or any other person or entity, except to the extent required by Article 6.

2.4 **OWNER'S RIGHT TO CARRY OUT THE WORK**

If the Design-Builder fails or refuses to carry out the Work in accordance with the Contract Documents or the Design, Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including but not limited to having another contractor perform some or all of the Work without terminating the Contract with Design-Builder. Owner may exercise this right at any time during the Design-Builder's Work.

Owner shall first provide written notice to Design-Builder of Design-Builder's failure or refusal to perform. The notice will provide the time period within which Design-Builder must begin correction of the failure or refusal to perform. If the Design-Builder fails to begin correction within the stated time, or fails to continue correction, the Owner may proceed to correct the deficiencies. In the event the Owner bids the work, Design-Builder shall not be eligible for the award of the contract. The Design-Builder may be invoiced the cost to Owner of the work, including compensation for additional professional and internally generated services and expenses made necessary by Design-Builder's failure or refusal to perform. Owner may

withhold that amount from the retention, or progress payments due the Design-Builder, pursuant to Section 9.5. If retention and payments withheld then or thereafter due the Design-Builder are not sufficient to cover that amount, the Design-Builder shall pay the difference to the Owner.

ARTICLE 3

THE DESIGN-BUILDER

3.1 DEFINITION

The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative. To the extent that any portion of the Work is provided with the Design-Builder's own forces, any reference to Subcontractors shall be equally applicable to the Design-Builder.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 DESIGN-BUILDER

The Design-Builder shall supervise and direct the Work using the Design-Builder's best skill and attention, which shall meet or exceed the standards in the industry. The Design-Builder shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

Owner shall schedule and coordinate the activities of Design-Builder with the other contractors and Owner. Design-Builder agrees to accept the Owner's construction schedules, schedule updates, overall sequence and coordination of construction for the Project.

Design-Builder realizes that work by other contractors or Owner may occur simultaneously with Design-Builder's Work in any given area. Design-Builder is responsible for its own sequences that may occur within a given activity or set of activities. Design-Builder shall not commit or permit any act which will adversely affect the work of any other contractor or Owner. Design-Builder shall provide layout of its Work at the request of any other contractor or Owner.

Specific duties of the Design-Builder shall be in accordance with Title 24 of the California Code of Regulations. Design-Builder shall fully comply with any and all reporting requirements of Education Code sections 17309 and 81141 in the manner prescribed by Title 24.

3.2.2 **DESIGN-BUILDER RESPONSIBILITY**

The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Design-Builder or any of its Subcontractors.

3.2.3 **OBLIGATIONS NOT CHANGED BY OTHER'S ACTIONS**

The Design-Builder shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Owner's representatives, including but not limited to any construction manager and the Architect, or the Inspector of Record; or by tests, inspections, or approvals required or performed by persons other than the Design-Builder.

3.2.4 **DESIGN-BUILDER RESPONSIBILITY FOR READINESS FOR WORK**

The Design-Builder shall be responsible for inspection of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent work.

3.2.5 **PROJECT MEETINGS**

During its Work, Design-Builder shall attend Owner's Project meetings as scheduled by the Contract Documents, or as otherwise instructed by Owner, to discuss the current status of the Work and the Project, and the future progress of the Work and the Project. Design-Builder shall have five (5) days after receipt of Owner's Project meeting minutes to provide written objections and suggested corrections. Either party may audio record any meeting related to the Contract.

3.3 **SUPERINTENDENT**

3.3.1 **FULL TIME SUPERINTENDENT**

The Design-Builder shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project site during performance of the Work. The superintendent shall have five (5) years of experience on K-12 public school construction projects in California. The superintendent shall represent the Design-Builder, and communications given to the superintendent shall be as binding as if given to the Design-Builder.

3.3.2 **STAFF**

The Design-Builder and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to Complete the Work in accordance with all

requirements of the Contract Documents.

3.3.3 **RIGHT TO REMOVE**

Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Design-Builder, Subcontractor, material or equipment supplier, etc., for cause.

3.4 **LABOR AND MATERIALS**

3.4.1 **DESIGN-BUILDER TO PROVIDE**

Unless otherwise provided in the Contract Documents, the Design-Builder shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and Completion of the Work whether temporary or permanent, and such facilities, labor, equipment, material, and services are included in the Work. Owner shall not be liable for, and Design-Builder shall bear the burden of, any post-proposal escalation in the cost of materials; but Design-Builder will retain the benefit of any post-proposal material cost decreases. Owner shall have no responsibility for security of, or repair or replacement costs of, such facilities, labor, equipment, material, and services provided by Contractor pursuant to this subsection.

3.4.2 **QUALITY**

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of such quality as required to satisfy the standards of the Contract Documents and the Design. The Design-Builder shall, if requested, promptly furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor shall be performed by workers skilled in their respective trades, and the quality of their work shall meet whichever is the higher standard for their work: the standard in the industry or the standard in the Contract Documents.

3.4.3 **REPLACEMENT**

Any work, materials, or equipment, which does not conform to these standards may be disapproved and rejected by the Owner, in which case, they shall be removed and replaced by the Design-Builder at no cost to the Owner.

3.4.4 **DISCIPLINE**

The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Contract in accordance with paragraph 5.5.1 including, but not limited to, Subcontractors, and material or equipment suppliers retained for the Project.

3.5 **WARRANTY**

For the period of one (1) year after Completion of the Work (see Sections 9.7.1, 12.2.5, and 12.2.6), the Design-Builder warrants to the Owner that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents and the Design, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents and the Design. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Design-Builder's warranty does not cover damage or defect caused by abuse, modifications not executed by the Design-Builder, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Design-Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 **TAXES**

Design-Builder will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.7 **PERMITS, FEES AND NOTICES**

3.7.1 **PAYMENT**

The Design-Builder shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and Completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). Owner shall be responsible for all testing and inspection as required by the DSA on-Site or within the distance limitations set forth in paragraph 13.5.2, unless a different mileage range is specified in the Contract Documents.

3.7.2 **COMPLIANCE**

The Design-Builder shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work.

3.7.3 **CONTRACT DOCUMENTS**

It is not the Design-Builder's responsibility to ascertain that the Contract Documents are in accordance with any applicable law, statute, ordinance, building codes, rule, or regulation. However, if the Design-Builder knew, or should have known, or observes that portions of the Contract Document are at variance therewith, the Design-Builder shall promptly notify the Architect, any construction manager, and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

3.7.4 **RESPONSIBILITY**

If the Design-Builder performs Work that it knows, or should have known, is contrary to any law, statute, ordinance, building code, rule or regulation, the Design-Builder shall assume full responsibility for such Work, and shall bear the attributable cost of correction and delay to the Work, other contractor's work, and the Project.

3.8 **ALLOWANCES**

3.8.1 **CONTRACT**

The Design-Builder shall include in the Contract Sum all allowances, including any general contingency allowance, stated in the Contract Documents. Items covered by specific allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities against whom the Design-Builder makes reasonable and timely objection.

3.8.2 **SCOPE**

3.8.2.1 ***Prompt Selection.*** Materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay to the Work.

3.8.2.2 ***Cost.*** Allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts, etc., as delineated in paragraph 7.7.4.

3.8.2.3 ***Cost Included in Contract Sum.*** Design-Builder's costs for unloading and handling at the Site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances.

3.8.2.4 ***Contract Sum Adjustment.*** Whenever Design-Builder seeks payment from an allowance and the requested costs are approved by Owner as compliant with the Contract Documents (including Sections 3.8.2.2 and 3.8.2.3, above), Owner may elect to pay the approved costs from the allowance, or pay the costs via Change Order. Any such allowance payment shall conform to the requirements of the Agreement and other Contract Documents.

3.9 DESIGN-BUILDER'S CONSTRUCTION SCHEDULES

3.9.1 REQUIREMENTS

Before the Design-Builder's commencement of Work or within two (2) weeks of DSA approval of the Design, whichever is earlier, Design-Builder shall prepare and submit for the Owner's, and any construction manager's, information the baseline construction schedule for the Work, which shall conform to the Contract Documents' requirements.

Design-Builder shall submit an updated schedule by the first day of every month, and whenever else requested by the Owner. Each schedule update must include an accurate as-built schedule and the current as-planned schedule, both of which shall conform to the Contract Documents' requirements. Design-Builder shall submit its daily logs for the prior month with the updated schedule.

The original schedule and all updates shall conform, at a minimum, to industry standards for (a) critical path scheduling and (b) facilitation of Owner's Project management and evaluation of Design-Builder Claims for additional money or time.

The original schedule and all updates shall not exceed time limits (including milestone deadlines) under the Contract Documents and shall comply with the Contract Documents scheduling requirements and with any scheduling requirements the Owner provides to the Design-Builder at the beginning of the Work. The original schedule and all updates shall accurately reflect Work performed to date; reasonable dates for future Work; all construction activities (including procurement); the critical path schedule for Completion of the remainder of the Work; the logic, sequencing, and relationship between the construction activities, including each activity's predecessor and successor activities; and the percentage of the Work completed. Contractor shall specifically include in its schedule and updates at least the number of anticipated calendar days of weather delay to the critical path as indicated in the Special Conditions for each month of the year. These days shall be shown in the schedule and updates as independent critical path activities, and the Contractor may elect to include in the schedule and updates a greater number of days.

The construction schedule shall be in the form of either a tabulation, chart, or graph, unless otherwise stated in the Contract Documents, and shall be in sufficient detail to show the chronological relationship of all activities of the Project including, but not limited to, estimated starting and Completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned for the benefit of the Project. Whenever in the Contract Documents Design-Builder is required to provide a schedule and/or schedule updates, the Design-Builder shall provide the schedule and updates in electronic format as well as hard copy. Design-Builder shall be solely responsible for the accuracy, utility and reasonableness of all of its schedules. Owner's acceptance, approval or non-rejection of Design-Builder's schedules shall not affect Design-Builder's responsibility for its schedules.

The Design-Builder and Owner shall use any float on a "first come, first served" basis. The original schedule and updates shall reflect Design-Builder's and Owner's use of float. Float is not for the exclusive use or benefit of either Owner or Design-Builder, but it is a jointly owned expiring Project resource available to both parties as needed to meet schedule milestones. For the original schedule and updates, Design-Builder shall use a critical path network format with the critical paths clearly indicated. Design-Builder shall use an MS Project, Primavera, or an equivalent or better program. Design-Builder shall include reports that sort and list the activities in order of increasing float and by early and late start dates. Design-Builder shall endeavor to label ten to thirty percent (10-30%) of the tasks as critical, but shall not label less than five (5%) or more than fifty (50%) as critical. Design-Builder shall use calendar days.

If any change in Design-Builder's method of operations will cause a change in the construction schedule, Design-Builder shall submit to Owner, Architect, and any construction manager, a revised construction schedule within seven (7) days of the change.

If, in the Owner's opinion, the Design-Builder is not prosecuting the Work at a rate sufficient to meet the Work schedule or a contractual milestone, or to Complete the Work within the Contract Time as adjusted by change orders, or if the Design-Builder's actual progress falls behind the Work schedule or it is apparent to Owner that Design-Builder will not meet contractual milestones or Complete the Work within the Contract Time as adjusted by change orders, the Owner may require that the Design-Builder prepare and submit a recovery plan. Design-Builder must submit a recovery plan within seven (7) days of a demand for the plan. At a minimum, the recovery plan must include a proposed schedule that shows Completion of the Work by the contractual milestones and within the Contract Time, as adjusted by change orders, or Completion by other dates Owner specifies in the demand for a recovery plan. The recovery plan shall state the corrective actions Design-Builder will undertake to implement it. The recovery plan shall also list any additional money that Design-Builder believes it should receive if Owner orders Design-Builder to fully or partially implement the recovery plan. If the Owner orders Design-Builder to implement the recovery plan, Design-Builder shall do so, but the order shall not act constitute an admission by Owner that Design-Builder is entitled to additional money. To recover additional money, Design-Builder must comply with General Conditions Articles 4.5, 7 and 8.

All schedules Design-Builder submits shall be certified as true and correct, as follows:

> I, _____ [name of declarant], declare the following:
>
> _____ [Design-Builder company name] has contracted with _____ [public entity name] for the _____ [name of project] Project. _____ [Design-Builder company name] authorized me to prepare schedules for _____ [public entity name] for this Project, and I prepared the attached schedule. I am the most knowledgeable person at _____ [Design-Builder company name] regarding the scheduling of this Project.
>
> The attached schedule does not breach the Contract between _____ [Design-Builder company name] and _____ [public entity name] for this Project, does

not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate as-built and as-planned dates of work on the Project (including supporting data), and is not a false claim.

The attached schedule is submitted in compliance with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72 (Fraudulent Claims), Government Code sections 12650 et seq. (False Claims Act; for example, Government Code section 12651(a)(7)), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other Claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself and/or _____ [Design-Builder company name].

While preparing this declaration and schedule I consulted with others (including attorneys, consultants, or others who work for _____ [Design-Builder company name]) when necessary to ensure that the statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____
_____ [name of declarant]

3.9.2 **DSA OVERSIGHT PROCESS**

In connection with the DSA Construction Oversight Process which includes inspection cards and review of changes to the DSA-approved construction documents, the Design-Builder must (a) include specific tasks in its baseline schedule to take into account these procedures since they are critical path issues; and (b) include a reasonable amount of float in the baseline schedule to accommodate the additional time required by these DSA procedures.

3.9.3 **FAILURE TO MEET REQUIREMENTS**

Failure of the Design-Builder to provide proper schedules may, at the sole discretion of Owner, constitute either grounds to withhold, in whole or in part, progress payments to the Design-Builder, or a breach of contract allowing Owner to terminate the Contract.

3.10 **DOCUMENTS AND SAMPLES AT THE SITE**

The Design-Builder shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and record copy of the Design, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In

addition, the Design-Builder shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required submittals. These documents shall be available to the Owner and shall be delivered to the Owner, or the Architect for delivery to the Owner, upon Completion of the Work.

3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.11.1 SUBMITTALS DEFINED

3.11.1.1 ***Shop Drawings.*** The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by Design-Builder, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents. The Design-Builder shall obtain and submit with the shop drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Design-Builder to illustrate a material, product, or system for some portion of the Work. As used herein, the term "manufactured" applies to standard units usually mass-produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.11.1.2 ***Samples.*** The term "samples" as used herein are physical examples furnished by Design-Builder to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Owner to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Design-Builder conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3.11.1.3 ***Design-Builder's Responsibility.*** Design-Builder shall obtain and shall submit to Architect all required shop drawings and samples in accordance with Design-Builder's "Schedule for Submission of Shop Drawings and Samples" provisions in the Contract Documents and in accordance with the Design-Builder's original and updated schedules, and with such promptness as to cause no delay in its own Work or in that of any other contractor, Owner or subcontractor but in no event later than ninety (90) days after the execution of the Agreement. Design-Builder may be assessed $100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Design-Builder or any

Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule. Each Subcontractor shall submit all shop drawings, samples, and manufacturer's descriptive data for the review of the Owner, the Design-Builder, and the Architect through the Design-Builder. By submitting shop drawings, product data, and samples, the Design-Builder or submitting party (if other than Design-Builder) represents that it has determined and verified all materials, field measurements, field conditions, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. At the time of submission, any deviation in the shop drawings, product data, or samples from the requirements of the Contract Documents shall be narratively described in a transmittal accompanying the submittal. However, submittals shall not be used as a means of requesting a substitution, the procedure for which is defined in paragraph 3.11.4, "Substitutions." Review by Owner and Architect shall not relieve the Design-Builder or any Subcontractor from its responsibility in preparing and submitting proper shop drawings in accordance with the Contract Documents. Design-Builder shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents. Any submission, which in Owner's or Architect's opinion is incomplete, contains numerous errors, or has been checked only superficially by Design-Builder will be returned unreviewed for resubmission by the Design-Builder.

3.11.1.4 ***Extent of Review.*** In reviewing shop drawings, the Owner will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. The Architect's review shall neither be construed as a complete check nor relieve the Design-Builder, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Design-Builder has, in writing, called the Architect's attention to the deviations at the time of submission and the Architect has given specific written approval. The Architect's review shall not relieve the Design-Builder or Subcontractors from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the Work, or from the necessity of furnishing any Work required by the Contract Documents, which may not be indicated on shop drawings when reviewed. Design-Builder and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

3.11.2 **DRAWING SUBMISSION PROCEDURE**

3.11.2.1 ***Transmittal Letter and Other Requirements.*** All shop drawings must be properly identified with the name of the Contract and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Contract and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents, if any. Shop drawings, for each section of the Work, shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Design-Builder. Each drawing shall have a

clear space for the stamps of Architect and Design-Builder. Only shop drawings required to be submitted by the Contract Documents shall be reviewed.

3.11.2.2 ***Copies Required.*** Each submittal shall include one (1) legible, reproducible sepia and five (5) legible prints of each drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Design-Builder, of: manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; wiring diagrams and controls; schedules; all seismic calculations and other calculations; and other pertinent information as required.

3.11.2.3 ***Corrections.*** The Design-Builder shall make any corrections required by Architect and shall resubmit as required by Architect the required number of corrected copies of shop drawings or new samples until approved. Design-Builder shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the Design-Builder pursuant to paragraph 4.4.

3.11.2.4 ***Approval Prior to Commencement of Work.*** No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed by Owner and approved by Architect unless specifically directed in writing by the Owner. All such portions of the Work shall be in accordance with approved shop drawings and samples.

3.11.3 **SAMPLE SUBMISSIONS PROCEDURE**

3.11.3.1 ***Samples Required.*** In case a considerable range of color, graining, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Design-Builder to indicate the full range of characteristics, which will be present in the finished products; and products delivered or erected without submittal and approval of full range samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Contract, the purpose for which the samples are submitted, and the date and shall be accompanied by a letter of transmittal containing similar information, together with identification of each item. Each tag or sticker shall have clear space for the review stamps of Design-Builder and Architect.

3.11.3.2 ***Labels and Instructions.*** Samples of materials, which are generally furnished in containers bearing the manufacturers' descriptive labels and printed application instructions, shall, if not submitted in standard containers, be supplied with such labels and application instructions.

3.11.3.3 ***Architect's Review.*** The Architect will review and, if appropriate, approve submissions and will return them to the Design-Builder with the Architect's stamp and signature applied thereto, indicating the appropriate action in compliance with the Architect's standard procedures.

3.11.3.4 ***Record Drawings and Annotated Specifications.*** The Design-Builder will prepare and maintain on a current basis an accurate and complete set of Record Drawings showing clearly all changes, revisions, and substitutions during construction, including, without limitation, field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features, and Annotated Specifications showing clearly all changes, revisions, and substitutions during construction. A copy of such Record Drawings and Annotated Specifications will be delivered to Owner in accordance with the schedule prepared by Design-Builder. In the event of a specification that allows Design-Builder to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Design-Builder has furnished. The Design-Builder will update the Record Drawings and Annotated Specifications as often as necessary to keep them current but no less often than weekly. The Record Drawings and Annotated Specifications shall be kept at the Site and available for inspection by the Owner, Inspector of Record and the Architect. On Completion of the Design-Builder's Work and prior to Application for Final Progress Payment, the Design-Builder will provide one complete set of Record Drawings and Annotated Specifications to the Owner, certifying them to be a complete and accurate reflection of the actual construction conditions of the Work.

3.11.3.5 ***Equipment Manuals.*** Design-Builder shall obtain and furnish to the Owner three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested for each division of the Work. The manuals shall be arranged in proper order, indexed, and placed in three-ring binders. At the Completion of its Work, the Design-Builder shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Design-Builder's Application for Final Progress Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in proper order, indexed, endorsed, and placed in three-ring binders, to the Design-Builder, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the Owner through the Architect.

3.11.3.6 ***Owner's Property.*** All shop drawings and samples submitted shall become the Owner's property.

3.11.4 **SUBSTITUTIONS**

3.11.4.1 ***One Product Specified.*** Unless the Contract Documentsstate that no substitution is permitted, whenever in the Contract Documents any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction is indicated or specified by name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating

description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Design-Builder may, unless otherwise stated, offer any material, process, or article, which shall be substantially equal or better in every respect to that so indicated or specified and will completely accomplish the purpose of the Contract Documents.

3.11.4.2 ***Two or More Products Specified.*** When two or more acceptable products are specified for an item of the Work, the choice will be up to the Design-Builder. Design-Builder shall utilize the same product throughout the Project. If a timely substitution request as set forth in Section 3.11.4.3 is not provided and an "or equal" substitution is requested, the Owner may consider the substitution if the product specified is no longer commercially available. If the Owner allows the substitution to be proposed pursuant to such an untimely request, the Design-Builder will be responsible for the professional fees incurred by the Architect or Architect's consultants in reviewing the proposed substitution which fees may be withheld from progress payments and/or retention.

3.11.4.3 ***Substitution Request Form.*** Requests for substitutions of products, materials, or processes other than those specified must be made on the Substitution Request form available from the Owner. Any Requests submitted after the deadline specified in the Requests for Proposals will not be considered, except as noted in paragraph 3.11.4.2. A Substitution Request must be accompanied by evidence as to whether or not the proposed substitution: is equal in quality and serviceability to the specified item; will entail no changes in detail and construction of related work; will be acceptable in consideration of the required design and artistic effect; will provide no cost disadvantage to Owner; and will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts. The burden of proof of these facts shall be upon the Design-Builder. The Design-Builder shall furnish with its request sufficient information to determine whether the proposed substitution is equivalent including but not limited to all drawings, specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The final decision shall be the Owner's. The written approval of the Owner, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. Owner may condition its approval of the substitution upon delivery to Owner of an extended warranty or other assurances of adequate performance of the substitution. All risks of delay due to the Division of the State Architect's approval, or the approval of any other governmental agency having jurisdiction, of a requested substitution shall be on the requesting party.

3.11.4.4 ***List of Manufacturers and Products Required.*** The Subcontractor shall prepare and submit to the Design-Builder within thirty (30) days of execution of the Subcontract comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for Design-Builder's or Architect's preliminary approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, which are required by the Contract Documents, but rather as a base from which more detailed submittals shall be developed for the final review of the Design-Builder and the Architect.

3.11.5 **DEFERRED APPROVALS**

Deferred approvals shall be submitted and processed pursuant to the requirements of Contract Documents. All risks of delay due to the Division of the State Architect's, or any other governmental agency having jurisdiction, approval of a deferred approval shall be on the requesting party.

3.12 CUTTING AND PATCHING

3.12.1 **SCOPE**

The Design-Builder shall be responsible for cutting, fitting, or patching required to Complete the Work or to make its parts fit together properly.

3.12.2 **CONSENT**

The Design-Builder shall not damage or endanger a portion of the Work or fully or partially Completed construction of the Owner or a separate contractor by cutting, patching, or otherwise altering such construction, or by excavation. The Design-Builder shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work. All cutting shall be done promptly, and all repairs shall be made as necessary.

3.12.3 **STRUCTURAL MEMBERS**

New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Architect. Work done contrary to such authority is at the Design-Builder's risk, subject to replacement at its own expense and without reimbursement under the Contract. Agency approvals shall be obtained by the Architect, not by the Design-Builder.

3.12.4 **SUBSEQUENT REMOVAL**

Permission to patch any areas or items of the Work shall not constitute a waiver of the Owner's or the Architect's right to require complete removal and replacement of the areas of items of the Work if, in the opinion of the Architect or the Owner, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents. Any costs caused by defective or ill-timed cutting or patching shall be borne by the person or entity responsible.

3.13 CLEANING UP

3.13.1 DESIGN-BUILDER'S RESPONSIBILITY

The Design-Builder shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a neat and orderly condition. All crates, cartons, paper, and other flammable waste materials shall be removed from Work areas and properly disposed of at the end of each day. The Design-Builder shall continuously remove from and about the Site the waste materials, rubbish, tools, construction equipment, machinery, and materials no longer required for the Work.

3.13.2 FAILURE TO CLEANUP

If the Design-Builder fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Design-Builder and the cost thereof shall be invoiced to the Design-Builder and withheld from progress payments and/or retention. Each Subcontractor shall have the responsibility for the cleanup of its own Work. If the Subcontractor fails to clean up, the Design-Builder must do so.

3.13.3 CONSTRUCTION BUILDINGS

When directed by the Owner or the Architect, Design-Builder and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Design-Builder or Subcontractor. If the Design-Builder does not remove the tools, equipment, machinery, and materials within fifteen (15) days after Completion of its Work, then they shall be deemed abandoned, and the Owner can dispose of them for its own benefit in whatever way it deems appropriate. Design-Builder shall pay for any costs to dispose of the items.

3.14 ACCESS TO WORK

The Design-Builder shall provide the Owner, the Architect, and the Inspector of Record, access to the Work in preparation and progress wherever located.

3.15 ROYALTIES AND PATENTS

3.15.1 PAYMENT AND INDEMNITY

The Design-Builder shall pay all royalties and license fees. The Design-Builder shall defend suits or claims of infringement of patent rights and shall hold the Owner and the Architect harmless and indemnify them, to the extent not caused by the Owner's active negligence, sole negligence or willful misconduct, from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Contract Documents. However, if the Design-Builder has reason to believe the required design, process, or product is an infringement of a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner and

Architect.

3.15.2 **REVIEW**

The review by the Owner or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be for its adequacy for the Work and shall not be an approval for the use by the Design-Builder in violation of any patent or other rights of any person or entity.

3.16 INDEMNIFICATION

3.16.1 SCOPE: DESIGN-BUILDER

To the fullest extent permitted by law, the Design-Builder shall defend, indemnify, and hold harmless the Owner, the Construction Manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors ("Indemnitees"), from and against claims, actions, damages, liabilities, losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Design-Builder's, its Subcontractors', or its suppliers' performance of the Work, including but not limited to the Design-Builder's or its Subcontractors' use of the Site; the Design-Builder's or its Subcontractors' construction of the Project, or failure to construct the Project, or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Design-Builder or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Design-Builder, its Subcontractors, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Design-Builder shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Design-Builder.

3.16.2 SCOPE: SUBCONTRACTORS

3.16.2.1 ***Indemnity.*** The Subcontractors shall defend, indemnify, and hold harmless the

Indemnitees from and against claims, actions, damages, liabilities, and losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Subcontractors' performance of the Work, including but not limited to the Subcontractors' use of the Site; the Subcontractors' construction of the Project or failure to construct the Project or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Subcontractors.

3.16.2.2 ***Joint and Several Liability.*** In the event more than one Subcontractor is connected with an accident or occurrence covered by this indemnification, then all such Subcontractors shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate responsibility among such indemnifying Subcontractors for the loss and expense of any such indemnification shall be resolved without jeopardy to any Indemnitee. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence if not permitted by law or to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity.

3.16.3 **NO LIMITATION**

The Design-Builder's and the Subcontractor's obligation to indemnify and defend the Indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property (including loss of use), and sickness, disease or death of any person; for breach of any warranty, express or implied; for failure of the Design-Builder or the Subcontractor to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

3.17 OWNER AS INTENDED BENEFICIARY

The Owner is an intended beneficiary of any architectural or engineering work secured by, or

performed by, the Design-Builder to fulfill its obligations under the Contract. Design-Builder shall state in its contracts with architectural or engineering consultants that their work is for the intended benefit of the Owner.

3.18 NOTICE OF EXCUSE FOR NONPERFORMANCE

If Design-Builder believes that acts or omissions of Owner (including but not limited to Owner caused delay) have prevented Design-Builder from performing the Work as required by the Contract Documents and Design-Builder intends to rely on Owner's acts or omissions and Civil Code section 1511(1) as reasons to excuse Design-Builder's nonperformance or to support, among other things, Design-Builder's requests for time extensions under Section 4.5, below, Design-Builder shall provide written notice of the excuse within five (5) days of the Owner's acts or omissions. If Design-Builder fails to timely submit the written notice, Design-Builder shall have waived any right to later rely on the acts or omissions as a defense to Design-Builder's nonperformance or as the basis for a time extension, regardless of the merits of the defense or time extension. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies. Design-Builder acknowledges that these written notices are of critical importance to the Owner's management of the Work and Project and the mitigation of costs and delays to the Work and Project.

3.19 RECOVERY OF COSTS, DAMAGES, OR TIME EXTENSIONS FROM OWNER

Notwithstanding any other provisions of the Contract Documents, Design-Builder expressly waives its right to recover any special, consequential, or indirect damages from Owner in relation to this Contract or the Project. Design-Builder may only recover general (also known as direct) damages from Owner to the extent allowed by the Contract Documents.

A Notice of Potential Change, Change Order Request and, if necessary, a Claim (see Sections 4.5, 7.2, and 7.6, below) are the exclusive means for Design-Builder to preserve its rights to recover any costs, damages, or time extensions related to the Contract or the Project from Owner, including but not limited to alleged breaches of contract based on extra work, delay, wrongful withholding, or wrongful termination. Design-Builder's failure to comply with the Contract Documents' procedures for a COR, CO, and Claim (including but not limited to Sections 4.5, 7.2, 7.6, and 7.7, below) may completely waive Design-Builder's rights to recovery any such costs or damages.

3.20 USE OF FEDERAL FUNDS

If federal funds are being used either in whole or in part for this Project (see the Instructions to Bidders), then the Project is subject to, and Design-Builder must comply with, all applicable federal laws including but not limited to the federal regulations set forth in CFR Title 2, Part 200. Accordingly, Design-Builder agrees to comply with all such federal requirements, including but not limited to the following:

A. EQUAL EMPLOYMENT OPPORTUNITY. Design-Builder agrees to comply with and be bound by Title 14, CFR, Section 60-1.4(b), in accordance with Executive Order 11246,

"Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," the terms of which are incorporated by reference as though set forth in full herein.

B. DAVIS-BACON ACT. If the Contract Price exceeds $2,000, Design-Builder agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Davis-Bacon Act, as applicable. (40 U.S.C. §§ 3141-3144; 3146-3148 as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").) Design-Builder is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, Design-Builder is required to pay wages not less than once a week. Furthermore, pursuant to the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), Design-Builder is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT. If the Contract Price exceeds $100,000 that involve the employment of mechanics or laborers, Design-Builder agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Contract Work Hours and Safety Standards Act, as applicable. (40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).) Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT AGREEMENT. For all contracts that meet the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Design-Builder agrees to comply with and be bound by, and assist Owner in ensuring compliance with, 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," the provisions of which are incorporated herein by this reference, and any implementing regulations issued by the awarding agency, as applicable.

E. CLEAN AIR AND FEDERAL WATER POLLUTION ACT CONTROL. If the Contract Price exceeds $150,000, Design-Builder agrees to comply with and be bound by, and assist Owner in ensuring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Any violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

F. DEBARMENT AND SUSPENSION. Design-Builder represents and warrants that it is not listed on the government-wide exclusions in the System for Award Management (SAM), and Contractor agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

G. BYRD ANTI-LOBBYING AMENDMENT. If the Contract Price exceeds $100,000, Design-Builder agrees to comply with and be bound by, and assist Owner in ensuring compliance with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). Design-Builder shall file the declaration and certification required by 31 U.S.C. § 1352(b).

H. PROCUREMENT OF RECOVERED MATERIALS. Design-Builder agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.323, as applicable.

I. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. Design-Builder agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.216, as applicable.

J. DOMESTIC PREFERENCES FOR PROCUREMENT. Design-Builder agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.322, as applicable. 2 CFR Section 200.322 requires Design-Builder to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products), to the greatest extent practicable.

K. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. Design-Builder agrees to comply with, and be bound by, and assist Owner in ensuring compliance with, 2 CFR Section 200.321, as applicable. 2 CFR Section 200.321 requires Design-Builder to take the affirmative steps listed in 2 CFR Section 200.321 paragraphs (b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

L. SAFETY AND HEALTH STANDARDS. As required by 34 CFR 75.609, Design-Builder agrees to comply with and be bound by, and assist Owner in ensuring compliance with,

the standards under the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A., Section 651 et seq.) and State and local codes to the extent that they are more stringent.

M. ENERGY CONSERVATION. As required by 34 CFR 75.616, Design-Builder agrees to construct facilities to maximize the efficient use of energy and to comply with and be bound by, and assist OWNER in ensuring compliance with, the following standards of the American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) set forth in 34 CFR 75.616. Design-Builder shall also comply with and be bound by, and assist Owner in ensuring compliance with, the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plans issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).

N. If any provision is required by federal law, or by the federal grant program funding such project, to be included in the Contract Documents, such provisions shall be deemed by the parties to have been included.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 DEFINITION

The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative for the project who, among other things, prepared the bridging documents, and shall also refer to all consultants under the Architect's direction and control.

4.1.2 MODIFICATION

To the extent the Contract Documents indicate that Owner has assigned duties or responsibilities to the Architect, Owner reserves the right at all times to reassign such duties or responsibilities to different Owner representatives.

4.1.3 TERMINATION

In the case of the termination of the Architect, the Owner may appoint an architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be that of the former architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 STATUS

The Architect will provide administration of the Contract and may be one of several Owner's representatives during construction, through release of all retention, and during the one (1) year period following the commencement of any warranties. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent set forth in the Owner/Architect agreement. The Architect will have all responsibilities and power established by law, including California Code of Regulations, Title 24, to the extent set forth in the Owner/Architect agreement.

4.2.2 SITE VISITS

The Architect will visit the Site at intervals necessary in the judgment of the Architect or as otherwise agreed by the Owner and the Architect in writing to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when Completed, will be in accordance with the Contract Documents.

4.2.3 LIMITATIONS OF CONSTRUCTION RESPONSIBILITY

The Design-Builder shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Design-Builder.

4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

The Owner and the Design-Builder shall communicate through the Architect, unless there is a construction manager for the Project or the Owner directs otherwise. Communications between Owner and Subcontractors or material or equipment suppliers shall be through the Design-Builder.

4.2.5 PAYMENT APPLICATIONS

The Design-Builder shall submit payment applications to the Architect, unless there is a construction manager for the Project or the Owner directs otherwise.

4.2.6 REJECTION OF WORK

The Architect, Inspector of Record, any construction manager and others may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents or that the Owner require additional inspection or testing of the Work in accordance with paragraph 13.5.5, whether or not the Work is fabricated, installed, or completed. However, no recommendation shall create a duty or responsibility to the Design-Builder, Subcontractors,

material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.2.7 CHANGE ORDERS

The Architect may prepare change orders and construction change directives and may authorize minor changes in the Work.

4.2.8 WARRANTIES UPON COMPLETION

The Architect in conjunction with the Inspector of Record, or as otherwise directed by Owner, will conduct field reviews of the Work to determine the date of Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Design-Builder. The handling by the Architect of such warranties, maintenance manuals, or similar documents shall not diminish or transfer to the Architect any responsibilities or liabilities required by the Contract Documents of the Design-Builder or other entities, parties, or persons performing or supplying the Work.

Except as may be otherwise directed by Owner, the Architect will conduct a field review of the Design-Builder's work pursuant to Section 9.7.1, below, for development of a punch list and one (1) follow-up field review if required. The cost incurred by the Owner for further field reviews or the preparation of further punch lists by the Architect shall be invoiced to the Design-Builder and withheld from payment and/or retention.

4.2.9 INTERPRETATION

The Architect, Inspector of Record, any construction manager, the Owner or any independent consultant of Owner, as Owner deems appropriate, will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Design-Builder. The Owner's response to such requests will be made with reasonable promptness, while allowing sufficient time to permit adequate review and evaluation of the request.

4.2.10 ADDITIONAL INSTRUCTIONS

4.2.10.1 ***Architect's Interpretations and Decisions.*** Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations of and decisions regarding the Contract Documents, the Architect will endeavor to secure faithful performance under the Contract Documents by both the Owner and the Design-Builder and will not show partiality to either. The Work shall be executed in conformity with, and the Design-Builder shall do no work without, approved drawings, Architect's clarifying instructions, and/or submittals.

4.2.10.2 ***Typical Parts and Sections.*** Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are essentially of the

same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

4.2.10.3 ***Dimensions.*** Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the Contract Documents.

4.3 INSPECTOR OF RECORD

4.3.1 GENERAL

One or more Project inspectors ("Inspector of Record") employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector of Record's duties will be as specifically defined in Title 24.

4.3.2 INSPECTOR OF RECORD'S DUTIES

All Work shall be under the observation of or with the knowledge of the Inspector of Record. The Inspector of Record shall have free access to any or all parts of the Work at any time. The Design-Builder shall furnish the Inspector of Record such information as may be necessary to keep the Inspector of Record fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Design-Builder from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Design-Builder's responsibility for providing efficient and capable superintendence. The Inspector of Record is not authorized to make changes in the drawings or specifications nor shall the Inspector of Record's approval of the Work and methods relieve the Design-Builder of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

4.3.3 INSPECTOR OF RECORD'S AUTHORITY TO REJECT OR STOP WORK

The Inspector of Record shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector of Record may stop any work which poses a probable risk of harm to persons or property. The Design-Builder shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work order or rejection of any portion of the Work shall not relieve the Design-Builder from any of its obligations pursuant to the Contract Documents.

4.3.4 INSPECTOR OF RECORD'S FACILITIES

Within seven (7) days after notice to proceed, the Design-Builder shall provide the Inspector of Record with temporary facilities.

4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE

OWNER FOR PROFESSIONAL SERVICES

If at any time prior to the Completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Design-Builder, the Design-Builder shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the progress payments and/or retention. Such invoicing shall be independent from any other Owner remedies, including but not limited to liquidated damages; ***except that*** to the extent that such additional services constitute Owner's delay damages under Public Contract Code section 7203, Owner may not recover them or invoice Design-Builder for them. If payments then or thereafter due to the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner. Additional services shall include, but shall not be limited to, the following:

A. Services made necessary by the default of the Design-Builder.

B. Services made necessary due to the defects or deficiencies in the Work of the Design-Builder.

C. Services required by failure of the Design-Builder to perform according to any provision of the Contract Documents.

D. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors proposed by the Design-Builder, and making subsequent revisions to drawings, specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).

E. Services for evaluating and processing Claims submitted by the Design-Builder in connection with the Work outside the established Change Order process.

F. Services required by the failure of the Design-Builder to prosecute the Work in a timely manner in compliance within the specified time for Completion.

G. Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.

H. Services in conjunction with more than one (1) re-review of required submittals of shop drawings, product data, and samples.

4.5 NOTICES OF POTENTIAL CHANGE, CHANGE ORDER REQUESTS, AND CLAIMS

If the Design-Builder identifies the potential for extra work, delay in the critical path schedule, or the need for additional money or time, or if the Design-Builder requests additional money or

time on any grounds (including but not limited to an alleged breach of an implied warranty of the correctness of the plans and specifications [*Souza & McCue Construction Co. v. Superior Court* (1962) 57 Cal.2d 508]), or if the Design-Builder believes that Owner has failed to pay amounts due or otherwise breached the Contract, or otherwise believes that it is entitled to a modification of the Contract terms and conditions, then Design-Builder shall follow the procedures in this Section 4.5 and Article 7, otherwise Design-Builder shall have waived its rights to pursue those issues and any later attempts to recover money or obtain a modification shall be barred. Design-Builder specifically acknowledges the Owner's and public's interest in, and need to know of, potential changes and disputes as early as possible so Owner can investigate, mitigate and resolve adverse cost and time impacts, if any. It is Design-Builder's obligation to know and comply with the requirements of the Contract Documents, including but not limited to Section 4.5 and Articles 7 and 8, and Owner has no obligation to notify Design-Builder of any failure to comply with those requirements.

4.5.1 NOTICE OF POTENTIAL CHANGE

Design-Builder shall submit a written Notice of Potential Change for extra work, critical path delay, or additional money or time. Design-Builder shall submit written Notices of Potential Change to Owner within five (5) days of the earlier of (a) Design-Builder becoming aware of the issue creating a potential change, or (ii) the date by which Design-Builder should have become aware of the issue creating a potential change; unless the issues are, or may soon be, adversely affecting the costs or critical path of the Work, in which case the Design-Builder must submit the written notice without delay so the Owner may take immediate action to mitigate cost and schedule impacts of the change, if any. The written notice shall explain the nature of the potential change so the Owner may take action to mitigate costs and schedule impacts, if necessary.

When submitting a written Notice of Potential Change based on extra work, Design-Builder shall not perform the extra work until directed in writing to do so by Owner. When submitting a written Notice of Potential Change for an issue of critical path delay, Design-Builder shall proactively mitigate the effects of the alleged delay as much as reasonably possible so as to minimize any impact to the schedule, until otherwise directed by Owner. If Design-Builder intends to rely on Owner's acts or omissions in support of a request for a time extension, then Design-Builder must also provide the notice set forth in section 3.18, above.

Failure to timely submit a written Notice of Potential Change shall constitute a complete waiver by Design-Builder of any right to later submit a change order request or pursue a Claim on that issue, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies. Design-Builder acknowledges that these written notices are of critical importance to the Owner's Work and Project management and the mitigation of Work and Project costs and delays.

4.5.2 CHANGE ORDERS REQUESTS

If, after submitting a written Notice of Potential Change pursuant to Section 4.5.1, Design-

Builder continues to believes that it is entitled to additional money or time (including but not limited to grant of a time extension; payment of money or damages arising from work done by, or on behalf of, the Design-Builder, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the Owner) based on an issue, then Design-Builder shall submit a Change Order Request ("COR"; see Section 7.6.1) to Owner within twenty (20) days of the earlier of (i) Design-Builder becoming aware of the issue creating a potential change, or (ii) the date by which Design-Builder should have become aware of the issue creating a potential change. A rejection at any time or a lack of a rejection by Owner of a Notice of Potential Change does not affect the timeline for submitting a COR.

Failure to timely submit a COR related to an issue, or failure to comply with any of the COR requirements in the Contract, shall constitute a complete waiver by Design-Builder of any right to later submit a COR or Claim on that issue, or to later pursue any additional money or time in any manner related to that issue, regardless of the merits. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies.

The COR shall state the grounds for the additional money or time requested and the amount of money or time requested, and Design-Builder shall include all information and documentation supporting the COR, including but not limited to calculations and analysis that demonstrate that the requested money or time is allowed by the applicable contract provisions and law. For any money or time other than the money and time specifically requested in the COR, Design-Builder will have completely waived its rights to recover such additional money or time (Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies). If the COR requests money, then the COR must explain how the requested amounts were calculated. If the COR requests time, then the COR must identify the number of days of time being requested, establish that the days of delay are excusable (see Section 8.4.1), and include some critical path schedule analysis to support the number of days requested. Design-Builder may not reserve its rights, whether in a COR or other document, to submit a COR at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a COR shall be grounds for rejection of the COR.

In the event that costs or delay are continuing to accrue at the time that a COR is required to be submitted, Design-Builder must still timely submit the COR with all available information and documentation supporting the COR as described above, and Design-Builder shall identify the costs or delay that are continuing. For continuing costs, the COR must include an estimate of when the extra work is expected to conclude and the total costs that will be incurred by the time that the extra work is expected to conclude. For continuing delay, the COR must include a schedule and delay analysis of when Design-Builder estimates that the delay will cease, what the final time extension request is estimated to be, and an estimate of the total of delay damages, if any, that will be requested. When the continuing cost or delay ends, within ten (10) days Design-Builder shall submit an updated COR that states the final dollar amount and/or time extension requested and that includes all required information and documentation. Failure to submit such final COR shall act as a waiver as described above.

Design-Builder shall certify each COR that it submits, including the initial COR and final COR

for a continuing cost or delay, using the form set forth in Section 4.5.5.1, except that every reference to "Claim" shall be changed to "COR." If a COR is submitted without certification, a certification can still be submitted within the timelines set forth in the first paragraph of Section 4.5.2. If the COR is not timely certified, Design-Builder will have completely waived its rights to any money or time for that issue. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies. A certification of an initial COR for a continuing cost or delay shall include a statement that "Any estimates in the attached initial COR for a continuing cost or delay are based on true and correct facts and reasonable assumptions, as explained in the initial COR."

The Owner may accept the entire COR, accept part of the COR and reject the remainder, reject the entire COR, or request additional information. If the Owner does not respond within thirty (30) days of submission of the COR by accepting the entire COR, accepting part of the COR and rejecting the remainder, or requesting additional information, the entire COR shall be deemed rejected as of the thirtieth (30th) day. In the case of continuing costs or delay, the 30-day deadline in the previous sentence shall not apply to the initial COR; it will only apply to the final COR (see above). If the Owner requests additional information within thirty (30) days of submission, then the Design-Builder shall submit the information within fifteen (15) days of the date of the request and the Owner shall have fifteen (15) days after the receipt of the additional information to accept or reject (in whole or in part) the COR. If the Design-Builder fails to submit the information within fifteen (15) days, then the COR shall be deemed rejected. If the Owner fails to respond within fifteen (15) days after the submission of additional information, the entire COR shall be deemed rejected as of the fifteenth (15th) day.

4.5.3 **DEFINITION OF CLAIM**

A "Claim" is a separate demand by the Design-Builder sent by registered mail or certified mail for (a) a time extension, including, without limitation, a request for relief from damages or penalties for delay assessed by Owner under the Contract Documents, (b) payment by Owner of money or damages arising from work done by, or on behalf of, the Design-Builder pursuant to the Contract Documents, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to (including but not limited to a claim for damages based on misleading or incomplete plans or specifications), or (c) an amount the payment of which is disputed by the Owner. A claim includes any claim within the scope of Public Contract Code sections 9204 or 20104 et seq., and any alleged violation of a prompt payment statute. Resubmittal in any manner of a COR which was previously rejected under Section 4.5.2 constitutes a Claim, whether the COR was rejected in whole or in part, and whether the COR was rejected expressly or deemed rejected by Owner inaction. A Claim includes any dispute Design-Builder may have with the Owner, including one which does not require a Notice of Potential Change or COR under Sections 4.5.1 and 4.5.2, and including any alleged breach of contract or violation of law by the Owner (such as wrongful withholding of a payment by the Owner or wrongful termination by the Owner). A Claim under this Article 4.5 shall also constitute a claim for purposes of the California False Claims Act. In the event of a conflict between a Claims provision in Division 1 of the Specifications and Section 4.5, Section 4.5 shall take precedence.

The Notice of Potential Change and COR procedures above are less formal procedures which precede the more formal Claim. A Notice of Potential Change does not constitute a Claim. A COR does not constitute a Claim; **except that** if insufficient time remains before the Claim deadline (see Article 4.5.4) for Design-Builder to submit a COR and for Owner to process and reject the COR under Article 4.5.2, then either (1) Design-Builder may submit a COR which Owner shall treat as a Claim, but only if the COR complies with all requirements in this Article 4.5 and Article 7 for COR's and Claims, or (2) a COR is not required so long as a Claim complying with this Article 4.5 is timely submitted.

A Claim does not include vouchers, invoices, progress payment applications, or other routine or authorized forms of requests for progress payments on the Contract; however, those documents remain "claims" for purposes of the California False Claims Act. A Claim does not include a Government Code Claim. ("Government Code Claim" means a claim under Government Code sections 900 et seq. and 910 et seq.)

4.5.4 TIME FOR SUBMITTING CLAIM; WAIVER

Design-Builder shall submit a Claim to the Owner's construction manager (or in the absence of a construction manager, to Architect) and Owner within the earlier of (a) fifteen (15) days after Owner's rejection of a COR in whole or in part, or (b) fifteen (15) days after a COR being deemed rejected, pursuant to Section 4.5.2 above. If the Claim is not based on an issue for which a COR would be required (such as wrongful withholding by the Owner), then Design-Builder shall submit the Claim within fifteen (15) days after the date on which Design-Builder knew, or should have known, about the issue on which the Claim is based. If a Claim has not been submitted as of the date that the Design-Builder Completes the Work and submittal of the Claim was not yet required under the Contract Documents, then the Claim shall be submitted within seven (7) days of Completion of the Work; and such Claim shall not be barred due to lack of a Notice of Potential Change or COR if the deadline for the Notice of Potential Change or COR was after Completion of the Work.

In addition, within seven (7) days of Completion of the Work, Design-Builder shall submit to Owner, in writing, a summary of all Claims for money or time extensions under or arising out of this Contract which were timely filed and which were fully compliant with the Contract's requirements for Claims. The submission of an Application for Payment for the Final Progress Payment shall constitute a complete waiver of all Claims against Owner under or arising out of this Contract, except those identified in the above summary, as Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies. This Claim summary requirement shall not extend the time for submitting a Claim.

Failure to timely submit a Claim, failure to include a Claim in the Claim summary, or failure to comply with any of the Claim requirements in the Contract, including but not limited to this Article 4, will act as a complete waiver of Design-Builder's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim for the money or time (see Section 4.5.6.4), and (c) initiate any action, proceeding or litigation for the money or time, regardless of the merits. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies. Owner does not have an obligation to reject the

Claim for a failure to comply with any of the Claim requirements in the Contract, including the lack of certification, and any failure by Owner to reject, or any delay in rejecting, a Claim on that basis does not waive the Owner's right to reject the Claim on that basis at a later time. In no event may the Design-Builder reserve its rights to assert a Claim for a time extension or additional money beyond the timelines set forth in this provision unless the Owner agrees in writing to allow the reservation.

4.5.5 CONTENT OF CLAIM

4.5.5.1 *Claim Format; Waiver*

Every Claim shall be in writing. All money or time extensions sought must be stated and itemized in the Claim at the time submitted. The responsibility to substantiate Claims shall rest with the Design-Builder, and the Design-Builder shall furnish reasonable documentation to support each Claim.

In addition, the Design-Builder shall include a certification with each and every Claim at the time of submission, as follows:

> I, _____ [name of declarant], declare the following:
>
> _____ [Design-Builder company name] has contracted with _____ [public entity name] for the _____ [name of Contract] Contract. _____ [Design-Builder company name] authorized me to prepare the attached Claim for money and/or time extension for _____ [public entity name] regarding this Contract (dated _____, 20__, entitled _____, and requesting $_____ and/or ___ additional days), and I prepared the attached Claim. I am the most knowledgeable person at _____ [Design-Builder company name] regarding this Claim.
>
> The attached Claim complies with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or _____ [Design-Builder company name].
>
> The attached Claim does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that [public entity name] is

responsible under its Contract with _____ [Design-Builder company name].

While preparing this declaration and Claim I consulted with others (including attorneys, consultants, or others who work for _____ [Design-Builder company name]) when necessary to ensure that the statements were true and correct.

Design-Builder understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the Claim on that basis; and that unless Design-Builder properly and timely files the Claim with the certification, Design-Builder cannot further pursue the Claim in any forum and all rights to additional money or time for the issues covered by the Claim are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 2___, at _____, California.

_____
_____ [name of declarant]

Design-Builder's failure to timely submit a certification will constitute a complete waiver of Design-Builder's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.4) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies.

4.5.5.2 ***Claims for Additional Money***

Each Claim for additional money (including but not limited to those described in (b) and (c) of the first paragraph of Section 4.5.3) must include all facts supporting the Claim, including but not limited to all supporting documentation plus a written analysis as to (a) why the claimed cost was incurred, (b) why Design-Builder could not mitigate its costs, (c) why the claimed cost is the responsibility of the Owner, and (d) why the claimed cost is a reasonable amount. In no event will the Design-Builder be allowed to reserve its rights, whether in a Claim or other document, to assert a Claim for money at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a Claim shall be grounds for rejection of the Claim. Any costs, direct or indirect, not timely asserted in a certified Claim shall be waived. A Claim may not include any costs incurred in preparation of the Claim or in preparation of any underlying COR, including but not limited to costs of delay analysis.

4.5.5.3 *Claims for Additional Time*

4.5.5.3.1 *Notice of Extent of Claim*

If the Design-Builder wishes to make a Claim for an increase in the Contract Time (including but not limited to Section 4.5.3(a)), the Claim shall include, but not be limited to, all facts supporting the Claim, all documentation of such facts, all information required by the Contract Documents, all information establishing entitlement to a time extension pursuant to Section 8.4.1 below, a current and certified schedule (see Section 3.9.1, above), and a delay analysis explaining (a) the nature of the delay, (b) the Owner's responsibility for the claimed delay, (c) the claimed delay's impact on the critical path, (d) the claimed delay's impact on the date of Completion (including an analysis of any float still remaining and whether the alleged delay in work exceeds such remaining float), and (e) why Design-Builder could not mitigate the delay impacts. Failure to include an updated and certified schedule, or a delay analysis, in a Claim seeking a time extension will act as a complete waiver of Design-Builder's rights to (i) recover money or time based on the issues addressed by the Claim, (ii) submit a Government Code Claim for the requested money or time (see Section 4.5.6.4), and (iii) initiate any action, proceeding or litigation for the requested money or time, regardless of the merits; Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies.

In no event will the Design-Builder be allowed to reserve its rights, whether in a Claim or other document, to assert a Claim for a time extension at a later time or in a manner other than as required by the Contract Documents. Any inclusion of a reservation of rights in a Claim shall be grounds for rejection of the Claim. Any time extension not timely asserted in a certified Claim shall be waived.

4.5.5.3.2 *Weather Claims*

If weather is the basis for a Claim for additional time, Design-Builder's delay analysis (see Section 4.5.5.3.1, above) must also provide data and facts showing that Contractor is entitled to a time extension pursuant to Article 8, including that the weather conditions could not have been reasonably anticipated or mitigated, had an adverse effect on the critical path of the scheduled construction, exceeded the number of days of weather indicated in the Special Conditions, and met all other Contract requirements for a time extension (including but not limited to Section 8.4.1, below).

4.5.5.4 *Subcontractor Requests for Money or Time*

A Subcontractor or supplier to Design-Builder may not submit a request for additional time or money directly to the Owner due to its lack of contractual privity with Owner. If a Subcontractor or supplier submits to Design-Builder a request for additional money or time based on an alleged breach of the subcontract or supplier contract by Design-Builder, Design-Builder may elect to seek money or time from Owner based on that request of the Subcontractor or supplier.

For any such request to Owner by Design-Builder, Design-Builder must comply with the requirements and prerequisites in the Contract Documents for requests to the Owner for money

or time (including but not limited to Section 4.5 of the General Conditions regarding Notices of Potential Change, Change Order Requests ["CORs"], Claims, and certifications) and with Public Contract Code section 9204(d)(5). Any such COR or Claim by Design-Builder must include Design-Builder's certification (see General Conditions §§4.5.2 and 4.5.5.1), a complete copy of the Subcontractor's or supplier's request for money or time (including all documents submitted by the Subcontractor or supplier), and any other necessary supporting documentation. Any such COR or Claim by Design-Builder must include (a) Design-Builder's detailed analysis of the merit of Subcontractor's or supplier's request to the Design-Builder, including (i) analysis of Design-Builder's alleged breaches of the subcontract or supplier contract that allegedly caused the Subcontractor or supplier to incur damages or delay, and (ii) analysis of all of Design-Builder's defenses to the request for money or time by the Subcontractor or supplier; and (b) Design-Builder's detailed analysis of the Owner's liability to Design-Builder for any money or time that Design-Builder owes, or may later be determined to owe, to Subcontractor or supplier (including but not limited to how Owner's alleged breaches of the Contract Documents caused Design-Builder to breach the subcontract or supplier contract). In any such COR or Claim, Design-Builder may deny that it is liable to the Subcontractor or supplier for some or all of the requested money or time, or it may assert that it is merely submitting the COR or Claim to Owner on behalf of the Subcontractor or supplier; but doing one or the other would not excuse Design-Builder from complying with the above requirements for its request to the Owner.

Any failure by Contractor to timely comply with this Section 4.5.5.4 (including a failure to timely submit a Notice of Potential Change, COR, Claim, certifications, or detailed analysis) shall act as a complete waiver of Design-Builder's rights to (a) recover money or time from Owner based on any money or time that Design-Builder owes, or may later be determined to owe, to the Subcontractor or supplier, (b) submit a Government Code Claim to Owner for the money or time requested by the Subcontractor or supplier (see Section 4.5.6.3), and (c) initiate any action, proceeding or litigation against Owner for any money or time that Design-Builder owes, or may later be determined to owe, to the Subcontractor or supplier. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies.

4.5.6 **PROCEDURES FOR CLAIMS (PUBLIC CONTRACT CODE SECTION 9204)**

Claims are subject to this section 4.5.6 and Public Contract Code section 9204, as well as the separate procedures and substantive provisions of Sections 4.5.1 through 4.5.5 and the rest of the Contract Documents. Claims of $375,000 or less are also subject to Public Contract Code sections 20104 et seq., but to the extent that one of the procedures in Sections 20104 et seq. conflicts with the procedures in Section 9204, the requirements of Section 9204 shall control.

4.5.6.1 ***Claims***

The Owner shall conduct a reasonable review of the Claim and shall respond in writing to any written Claim within 45 days of receipt of the Claim. During that 45-day period, plus any extension, Owner may request, in writing, additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Design-Builder. Owner shall review any additional documentation Design-Builder supplies in response to that request within the 45 day, plus any extension, timeline.

After receipt of a Claim, the 45-day period may be extended by Owner and Design-Builder. The written response shall identify which portion of the Claim is disputed and what portion is undisputed. If Owner needs approval from its governing board to provide the written response, and the governing board does not meet within the 45 days or any extended period of time, then the Owner shall have up to three days after the next publicly noticed meeting of the governing board to provide the written response. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written response. Owner's failure to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

4.5.6.2 ***Meet and Confer***

If the Design-Builder disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Design-Builder may so notify the Owner, in writing, either within 15 days of receipt of the Owner's response or within 15 days of the Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a written demand sent by registered or certified mail return receipt requested, the Owner shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the Owner and Design-Builder, the conference may take place during regularly scheduled Project meetings. The informal conference is not a mediation since there is no neutral person facilitating communication to assist the parties to reach agreement; therefore, the provisions of Evidence Code sections 1115-1128 shall not apply to any portion of the informal conference (including but not limited to any documents provided or shown, or statements of fact or opinion made, by a party) unless the parties expressly agree in writing to their application. Any offer of compromise at an informal conference shall not be admissible to prove liability, as provided in Evidence Code section 1152, but this statute's prohibition of admissibility shall not apply to other statements before or at the informal conference, or in any document prepared for or exchanged at the informal conference.

If Design-Builder fails to timely notify the Owner that it wishes to meet and confer pursuant to the previous paragraph, then Design-Builder will have waived all rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies.

Within ten (10) business days after the conclusion of the meet and confer conference, the Owner shall give a written statement to the Design-Builder 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 sixty (60) days after the Owner issues the written statement. Within ten (10) business days of issuance of Owner's written statement, Design-Builder shall identify in writing the disputed portion of the Claim that shall be submitted to non-binding mediation (which may consist of any nonbinding process, including but not limited to neutral evaluation or a dispute review board), with the Owner and Design-Builder sharing the costs equally. The Owner and Design-Builder shall mutually agree to a mediator within ten (10) business days after the Design-Builder has identified in writing the disputed portion of the Claim. If they cannot agree upon a mediator, then each shall select a mediator and those two mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim. (Each party shall bear the fees and costs its respective mediator charged in connection with the selection of the neutral mediator). The parties may mutually waive in writing the requirement for mediation. If Design-Builder fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, Design-Builder will have waived all right to further pursue the Claim pursuant to section 4.5.4. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible. Owner's failure to respond to the Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

4.5.6.3 ***Government Code Claim***

If the Claim or any portion remains in dispute after the mediation and Design-Builder wishes to pursue it, the Contractor **must** file a timely and proper Government Code Claim. The filing of a Government Code Claim is specifically required in addition to all contractual procedures described in Sections 4.5 through 4.5.6.2. The above contractual procedures do not act as a substitute for the Government Code Claim process, and the two sets of procedures shall be sequential with the contractual procedures coming first.

Failure to timely file a Government Code Claim shall act as complete waiver of Design-Builder's rights to (a) recover money or time on the issues for which a Government Code Claim was required, and (b) initiate any action, proceeding or litigation for such money or time. Design-Builder will not have satisfied a condition precedent or exhausted administrative remedies.

Owner and Design-Builder shall proceed with the Government Code Claim according to Government Code, Section 900 et seq., and as otherwise permitted by law. For purposes of the applicable Government Code provisions, and as provided in Public Contract Code section 20104.2(e), the running of the time period within which a Contractor must file a Government Code Claim shall be tolled from the time the Design-Builder submits a written Claim under Article 4.5 until the time that the Claim is denied, in whole or in part, as a result of the meet and confer process in Section 4.5.6.2, including any period of time utilized by the meet and confer process.

4.5.7 CONTINUING CONTRACT PERFORMANCE

Despite Design-Builder's submission of, or Owner's rejection of, a Notice of Potential Change, COR, Claim, or Government Code Claim based on alleged breaches of the Contract by Owner, the Design-Builder shall proceed diligently with performance of the Contract as directed by Owner, and the Owner shall continue to make any undisputed payments in accordance with the Contract. Design-Builder acknowledges that Completion of the Work is a high priority for both Owner and Design-Builder as failure to Complete the Work would most likely cause each of them to incur much greater costs and damages than would be incurred if the Work were Completed. If Design-Builder believes that Owner has breached the Contract and that such breach is preventing or delaying Contractor's performance as directed by Owner, then Design-Builder must submit notice as required by Section 3.18, above.

4.5.8 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

4.5.8.1 *Trenches or Excavations Less Than Four Feet Below the Surface*

If Design-Builder encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Design-Builder shall give notice to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If Design-Builder believes that such conditions differ materially and will cause an increase in the Design-Builder's cost of, time required for, or performance of any part of the Work, Design-Builder must comply with the provisions above for Notice of Potential Change, Change Order Request, and Claims (beginning with Section 4.5.1).

4.5.8.2 *Trenches or Excavations Greater Than Four Feet Below the Surface*

Pursuant to Public Contract Code section 7104, when any excavation or trenching extends greater than four feet below the surface:

4.5.8.2.1 The Design-Builder shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Design-Builder 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 the provisions of existing law.

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

(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.

4.5.8.2.2 The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Design-Builder'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.

4.5.8.2.3 In the event that a dispute arises between the public entity and the Design-Builder whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Design-Builder's cost of, or time required for, performance of any part of the Work, the Design-Builder shall not be excused from any deadline for Completion provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Design-Builder shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.5.9 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employees or agents, or others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. For a Notice of Potential Change, COR and Claim for additional cost or time related to this injury or damage, Design-Builder shall follow Section 4.5.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 SUBCONTRACTOR

A Subcontractor is a person or entity, who has a contract with the Design-Builder to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Design-Builder is utilized in the Contract Documents, it shall have the same meaning as the term "Subcontractor."

5.1.2 SUB-SUBCONTRACTOR

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.1.3 SPECIALTY CONTRACTORS

If a Subcontractor is designated as a "Specialty Contractor" as defined in section 7058 of the Business and Professions Code, all of the Work outside of that Subcontractor's specialty shall be performed in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100, et seq.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 ASSIGNMENT OR SUBSTITUTION - CONSENT OF OWNER

In accordance with Public Contract Code sections 4107 and 4107.5, no Design-Builder whose bid is accepted shall, without the written consent of the Owner: substitute any person or entity as a Subcontractor in place of the Subcontractor designated in the original bid; permit any such Subcontract to be assigned or transferred, or allow it to be performed by any person or entity other than the original Subcontractor listed in the original bid; sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Design-Builder's total bid as to which its original bid did not designate a Subcontractor. Any assignment or substitution made without the prior written consent of the awarding authority shall be void, and the assignees shall acquire no rights in the Contract. Any consent, if given, shall not relieve Design-Builder or its Subcontractors from their obligations under the terms of the Contract Documents.

5.2.2 GROUNDS FOR SUBSTITUTION

Pursuant to Public Contract Code section 4107 and the procedure set forth therein, no Design-Builder whose bid is accepted may request to substitute any person or entity as a Subcontractor in place of a Subcontractor listed in the original bid except in the following instances:

A. When the Subcontractor listed in the bid after having a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans and specifications for the Project involved or the terms of that Subcontractor's written bid, is presented to the Subcontractor by the Design-Builder;

B. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;

C. When the listed Subcontractor fails or refuses to perform his or her Subcontract;

D. When the listed Subcontractor fails or refuses to meet the bond requirements of the Design-Builder set forth in Public Contract Code section 4108.

E. When the Design-Builder demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions of Public Contract Code section 4107.5, that the name of the Subcontractor was listed as the result of inadvertent clerical error;

F. When the listed Subcontractor is not licensed pursuant to the Contractors License Law; or

G. When the awarding authority, or its duly authorized officer, determines that the Work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the Subcontractor is substantially delaying or disrupting the progress of the Work.

H. When the listed Subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 of the Labor Code.

I. When the awarding authority determines that a listed Subcontractor is not a responsible contractor.

5.2.2.1 ***No Change in Contract.*** Any substitutions of Subcontractors shall not result in any increase in the Contract Sum or result in the granting of any extension of time for the Completion of the Work.

5.2.2.2 ***Substitution Due to Clerical Error.*** The Design-Builder, as a condition of asserting a claim of inadvertent clerical error in the listing of a Subcontractor, shall, pursuant to Public Contract Code section 4107.5, within two (2) working days after the time of the prime bid opening by the awarding authority, give written notice to the awarding authority and copies of such notice to both the Subcontractor it claims to have listed in error, and the intended Subcontractor who had bid to the Design-Builder prior to bid opening. Any listed Subcontractor who has been notified by the Design-Builder in accordance with the provisions of this section as to an inadvertent clerical error, shall be allowed six (6) working days from the time of the prime bid opening within which to submit to the awarding authority and to the Design-Builder written objection to the Design-Builder's claim of inadvertent clerical error.

In all other cases, the Design-Builder must make a request in writing to the awarding authority for the substitution of a subcontractor, giving reasons therefore. The awarding authority shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the awarding authority written objections to the substitution.

Failure to file written objections pursuant to the provisions of this section within the times specified herein shall constitute a complete waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the awarding authority shall give five (5) days notice to the Design-Builder and to the listed Subcontractor of a hearing by the awarding authority on the Design-Builder's request for substitution as provided in Public Contract Code section 4107. The determination by the awarding authority shall be final.

5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Design-Builder shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Design-Builder by terms of the Contract Documents, and to assume toward the Design-Builder all obligations and responsibilities, which the Design-Builder, by the Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Design-Builder that the Design-Builder, by the Contract Documents, has against the Owner. Where appropriate, the Design-Builder shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Design-Builder shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Design-Builder shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Each subcontract agreement for a portion of the Work is assigned by the Design-Builder to the Owner provided that:

A. Assignment is effective only after termination of the Contract with the Design-Builder by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.5 SUBCONTRACTOR'S RESPONSIBILITIES

Every Subcontractor is bound to the following provisions, unless specifically noted to the

contrary in the Subcontractor's contract subject to the limitations of section 5.3.

5.5.1 SUPERVISION BY SUBCONTRACTORS

Subcontractors shall efficiently supervise their Work, using their best skill and attention. Each of them shall carefully study and compare all Drawings, Specifications, and other instructions, shall at once report to Design-Builder any error or omission which any of them may discover, and shall subsequently proceed with the Work in accordance with instructions from the Design-Builder concerning such error or omission. Each Subcontractor shall be fully responsible for and shall bear the full risk of loss of all of its property.

5.5.2 DISCIPLINE AND ORDER

Each Subcontractor shall at all times enforce strict discipline and good order among its Subcontractors, material or equipment suppliers, or their agents, employees, and invitees, and shall establish and maintain surveillance over the activities of each of the foregoing to minimize any disturbance, damage, pollution, or unsightly conditions relative to property areas adjacent to or in the vicinity of the Site. The Design-Builder shall have the right to remove from the Work any employee of a Subcontractor for any reason including, without limitation, incompetence or carelessness.

5.5.3 DEFECTS DISCOVERED

Should the proper and accurate performance of the Work depend upon the proper and accurate performance of other work not included in its Contract, each Subcontractor shall use all necessary means to discover any defect in such other work and shall allow the Design-Builder, the Owner and Architect, or other Subcontractors as Design-Builder elects, a reasonable amount of time to remedy such defects. If the Subcontractor should proceed with its Work, it shall be considered to have accepted such other work, unless the Subcontractor shall have proceeded pursuant to instructions in writing by the Design-Builder over its written objection.

5.5.4 SUBCONTRACTOR INFORMATION

Each Subcontractor shall submit to the Owner, the Design-Builder, or the Architect, as the case may be, promptly when requested by any of the foregoing, information with respect to the names, responsibilities, and titles of the principal members of its staff, the adequacy of the Subcontractor's equipment and the availability of necessary materials and supplies. Subcontractor shall fully cooperate with Design-Builder in its periodic review of the adequacy of Subcontractor's supervision, personnel, and equipment, and the availability of necessary materials and supplies and shall promptly comply with the requirements of the Design-Builder with respect thereto.

5.5.5 TEMPORARY STRUCTURES

Each Subcontractor shall furnish at its expense its own temporary facilities and storage except those specifically agreed to be furnished to it by the Design-Builder in the Subcontract

Agreement. Subcontractor's material storage rooms and field offices, etc., will be placed in locations designated by the Design-Builder. When it becomes necessary due to the progress of the Work for the Subcontractor to relocate its field operations, it will do so in an expeditious manner and at no additional cost to Design-Builder or Owner. The construction of material storage rooms and field offices, etc., will be of fire resistive material only, such as concrete or gypsum block, rated drywall, or sheet metal.

5.5.6 CHARGES TO SUBCONTRACTOR

Each Subcontractor may be subject to the Design-Builder's reasonable charges for hoisting, repair to other work caused by the fault or negligence of Subcontractor, removal of Subcontractor's rubbish, and clean-up occasioned by Subcontractor.

5.5.7 FINES IMPOSED

Subcontractor shall comply with and pay any fines or penalties imposed for violation of any applicable law, ordinance, rule, regulation, Environmental Impact Report mitigation requirement, and lawful order of any public authority, including, without limitation, all OSHA and California OSHA requirements and those of other authorities having jurisdiction of the safety of persons or property.

5.5.8 PROJECT SIGNS

Each Subcontractor shall not display on or about the Project any sign, trademark, or other advertisement. The Owner will permit a single Project sign, which shall be subject to the Owner's prior and sole discretion and approval, as to all matters including, without limitation, size, location, material, colors, style and size of printing, logos and trademarks (if any), text, and selection of names to be displayed.

5.5.9 REMEDIES FOR FAILURE TO PERFORM

Without limitation of any other right or remedy available to Design-Builder under the Contract Documents or at law, should: the Subcontractor fail to perform its portion of the Work in a skilled and expeditious manner in accordance with the terms of the Contract Documents with sufficient labor, materials, equipment, and facilities; delays the progress of the job or otherwise fail in any of its obligations; or either a receiver is appointed for the Subcontractor or the Subcontractor is declared to be bankrupt or insolvent, and such appointment, bankruptcy, or insolvency proceedings or declaration is not set aside within thirty (30) days, then the Design-Builder, upon three (3) days notice to the Subcontractor (subject to the requirements of Pub. Contracts Code, § 4107), may provide such labor, materials, or perform such work and recover the cost plus profit and overhead from monies due or to become due thereafter to the Subcontractor. The Design-Builder may terminate the employment of the Subcontractor, taking possession of its tools, materials, and equipment related to the Work and cause the entire portion of the Subcontractor's Work to be finished either by another Subcontractor or through the Design-Builder's own forces.

5.5.10 **DISPUTES NOT TO AFFECT WORK**

In the event of any dispute as to whether or not any portion of the Work is within the scope of the Work to be performed by a Subcontractor, or any dispute as to whether or not the Subcontractor is entitled to a Change Order for any Work requested of it or entitled to payment, the Subcontractor shall continue to proceed diligently with the performance of the Work. Regardless of the size or nature of the dispute, the Subcontractor shall not under any circumstances cease or delay performance of its portion of the Work during the existence of the dispute. The Design-Builder shall continue to pay the undisputed amounts called for under the Subcontract Agreement during the existence of the dispute. Any party stopping or delaying the progress of the Work because of a dispute shall be responsible in damages to the Owner, the Architect, and the Design-Builder for any losses suffered as a result of the delay.

5.5.11 **APPLICATION FOR PAYMENT**

Design-Builder agrees to advise the Subcontractor if any documentation in connection with the Subcontractor's application for payment has not been accepted or is in any way unsatisfactory.

5.5.12 **COMPLIANCE WITH PROCEDURES**

Each Subcontractor shall comply with all procedures established by the Design-Builder for coordination among the Owner, the Owner's consultants, Architect, Design-Builder, and the various Subcontractors for coordination of the Work with all local municipal authorities, government agencies, utility companies, and any other agencies with jurisdiction over all or any portion of the Work. The Subcontractor shall cooperate fully with all of the foregoing parties and authorities.

5.5.13 **ON-SITE RECORD KEEPING**

Subcontractor shall comply with all on-Site record keeping systems established by the Design-Builder and shall, upon the request of the Design-Builder, provide the Design-Builder with such information and reports as the Design-Builder may deem appropriate. Without limitation of the foregoing, the Subcontractor shall assemble all required permits and certificates so that they are readily accessible at the Site.

5.5.14 **NON-EXCLUSIVE OBLIGATIONS**

The specific requirements of Article 5 are not intended to exclude the obligation of the Subcontractor to comply with any of the other provisions of the General Conditions and the other Contract Documents which are relevant to the proper performance of its portion of the Work.

ARTICLE 6

CONSTRUCTION BY OWNER OR BY SEPARATE DESIGN-BUILDERS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD

SEPARATE CONTRACTS

6.1.1 OWNER'S RIGHTS

The Owner reserves the right to perform Project work related to the Contract with the Owner's own forces, or to award separate contracts in connection with such other work or other construction or operations on the Site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance. Upon the election to perform such work with its own forces or by separate contracts, the Owner shall notify the Design-Builder. If the Design-Builder claims that delay or additional cost is involved because of such action by the Owner, the Design-Builder shall proceed pursuant to Section 4.5 in the Contract Documents.

6.1.2 DESIGNATION AS DESIGN-BUILDER

When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Design-Builder" in the Contract Documents in each of those contracts shall mean the contractor who executes each separate Owner/Design-Builder Agreement.

6.1.3 DESIGN-BUILDER DUTIES

Although the Owner shall have overall responsibility for coordination and scheduling of the activities of the Owner's own forces and of each separate contractor with the Work of the Design-Builder, Design-Builder shall cooperate with Owner. The Design-Builder shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Design-Builder shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Design-Builder until subsequently revised.

6.1.4 OWNER OBLIGATIONS

Unless otherwise provided in the Contract Documents, when the Owner performs work related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, which apply to the Design-Builder under the General Conditions, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 DELIVERY AND STORAGE

The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the separate contractors' construction and operations with theirs as required by the Contract Documents.

6.2.2 NOTICE BY DESIGN-BUILDER

If part of the Design-Builder's Work depends upon proper execution or results from work by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, promptly report to the Owner patent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Design-Builder to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

6.2.3 COSTS INCURRED

Costs, expenses, and damages caused by delays, improperly timed activities, defective construction, or damages to another's work/Work or property shall be borne by the party responsible. Should Design-Builder cause damage to the work/Work or property of any other contractor on the Project, or to the Project or property of a third party, or cause any delay to any such contractor or third party, the Design-Builder shall defend, indemnify and hold Owner harmless for such damage or delay under Section 3.16, below, and the Design-Builder shall be liable to Owner for any damages suffered by Owner, including liquidated damages for delay. Owner may withhold from progress payments and/or retention the cost of delay or damage to another contractor's work or damage to another contractor's property, and Owner's damages, caused by Design-Builder.

6.2.4 CORRECTION OF DAMAGE

The Design-Builder shall promptly remedy damage wrongfully caused by the Design-Builder to completed or partially completed construction or to property of the Owner or separate contractors.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Design-Builder, separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section 3.13, the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGES

7.1.1 NO CHANGES WITHOUT AUTHORIZATION

The Owner reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper Completion or construction of the Work contemplated, and Owner reserves the right to require Design-Builder to perform such work. No adjustment will be made in the Contract unit price of any Contract item regardless of the quantity ultimately required.

Owner shall compensate Design-Builder with additional money or additional time, or both, as warranted under the Contract Documents for any extra work ordered by the Owner to be performed by Design-Builder; but such "extra work" shall not include any work or expense (a) that was known by, should have been known by, or was reasonably foreseeable to Design-Builder at the time of proposing, or (b) for which Design-Builder is responsible under the Contract Documents. Design-Builder shall follow the provisions of the Contract Documents, including General Conditions sections 4.5, 7.6, 7.7, and 8.4, when requesting additional money or additional time for such extra work. Design-Builder shall expeditiously perform all extra work upon direction, even if no agreement has been reached on extra time or money. For all such changes resulting in a credit to Owner, Design-Builder shall follow Sections 7.5 and 7.7 in providing the credit to Owner. Design-Builder shall bring all potential credits to the Owner's attention.

There shall be no change whatsoever in the drawings, specifications, or in the Work or payments under the Contract Documents without an executed Change Order, Construction Change Directive, or order by the Owner pursuant to Section 7.1.2. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same shall have been properly requested under Section 4.5 and authorized by, and the cost thereof approved in writing by, Change Order or Construction Change Directive. Owner shall not be liable for, and Design-Builder shall bear the burden of, any post-proposal escalation in the costs of construction, whether foreseeable or not; but Design-Builder will retain the benefit of any post-proposal cost decreases, whether foreseeable or not, and retain the right to request additional compensation for cost increases incurred due to Owner delay. No extension of time for performance of the Work shall be allowed hereunder unless request for such extension is properly made under Section 4.5 and such time is thereof approved in writing by Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

7.1.2 **AUTHORITY TO ORDER MINOR CHANGES**

The Owner has authority to order minor changes in the Work not involving any adjustment in the Contract Sum, an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Construction Change Directive and shall be binding on the Design-Builder. The Design-Builder shall carry out such written orders promptly.

7.2 **CHANGE ORDERS ("CO")**

A CO is a written instrument signed by the Owner and the Design-Builder, stamped (or sealed) and signed by Architect, and approved by the Owner's Governing Board and DSA, stating the agreement of Owner and Design-Builder upon all of the following:

A. A change in the Work;

B. The amount of the adjustment in the Contract Sum, if any; and

C. The extent of the adjustment in the Contract Time, if any.

Unless expressly stated otherwise in the CO, any CO executed by Owner and Design-Builder constitutes and includes full and complete money and time (including but not limited to, adjustments to money and time) for all costs and effects caused by any of the changes described within it. Unless expressly stated otherwise in the CO, in consideration for the money received for the changes described in the CO, Design-Builder waives all Claims for all costs and effects caused by any of the changes, including but not limited to labor, equipment, materials, delay, extra work, overhead (home and field), profit, direct costs, indirect costs, acceleration, disruption, impaired productivity, time extensions, and any the costs and effects on Subcontractors and suppliers of any tier.

7.3 **CONSTRUCTION CHANGE DIRECTIVES ("CCD")**

7.3.1 **DEFINITION**

A CCD is a written unilateral order signed by the Owner directing performance of the Work or a change in the Work. The CCD may state an adjustment in the Contract Sum, Contract Time, or Milestone Deadline. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions pursuant to Section 7.1.1.

7.3.2 USE TO DIRECT CHANGE

A CCD shall be used in the absence of agreement on the terms of a CO. If Design-Builder disagrees with the terms of a CCD, it shall nevertheless perform the work directed by the CCD, but it may pursue the Notice of Potential Change, COR and Claim procedures of Section 4.5 if Design-Builder believes it is entitled to changes in the Contract Sum or Contract Time.

7.4 REQUEST FOR INFORMATION ("RFI")

7.4.1 DEFINITION

An RFI is a written request prepared by the Design-Builder asking the Owner to provide additional information necessary to clarify an item which the Design-Builder feels is not clearly shown or called for in the Contract Documents, or to address problems which have arisen under field conditions.

7.4.2 SCOPE

The RFI shall reference all portions of the applicable Contract Documents. The Design-Builder shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Sum, Contract Time, or the Contract Documents.

7.4.3 RESPONSE TIME

Unless Owner expressly directs otherwise in writing, Design-Builder shall submit RFI's directly to the Architect, with copies forwarded to the Owner. Design-Builder shall submit a revised and updated priority schedule with each RFI. The Architect shall endeavor to follow the Design-Builder's requested order of priorities. The Owner and Design-Builder agree that an adequate time period for the Architect (or other designated recipient of the RFI) to respond to an RFI is generally fourteen (14) calendar days after the Architect's receipt of an RFI, unless the Owner and Design-Builder agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect's professional judgment to permit adequate review and evaluation of the RFI. If Design-Builder informs the Architect that it needs a response to an RFI expedited to avoid delay to the critical path, the Architect shall provide a response as quickly as reasonably possible. The total time required for the Architect to respond is subject to the complexity of the RFI, the number of RFI's submitted concurrently and the reprioritization of pending RFI's submitted by the Design-Builder, among other things. If Design-Builder believes that the Architect's response results in a change in the Work that warrants additional money or time, or that Architect's response was unreasonably delayed and caused delay to the Work's critical path, Design-Builder shall follow the procedures for additional money or time under Section 4.5. No presumption shall arise as to the timeliness of the response if the response is more than fourteen (14) days after the Architect's receipt of the RFI. Design-Builder shall review the Contract Documents before submitting an RFI to ensure that the information is not already in the Contract Documents. To compensate the Owner for time and costs incurred for each time the information was already in the Contract Documents, Owner may withhold $100 from progress payments or retention in addition to any other remedies

which Owner may have the right to pursue.

7.4.4 **COSTS INCURRED**

The Design-Builder shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from progress payments or retention, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

7.5 **REQUEST FOR PROPOSAL ("RFP")**

7.5.1 **DEFINITION**

An RFP is Owner's written request asking the Design-Builder to submit to the Owner an estimate of the effect, including credits, of a proposed change on the Contract Sum and the Contract Time.

7.5.2 **SCOPE**

An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Design-Builder to provide the cost breakdowns required by section 7.7. The Design-Builder shall not be entitled to any additional money for preparing a response to an RFP, whether ultimately accepted or not.

7.6 **CHANGE ORDER REQUEST** ("COR")

7.6.1 **DEFINITION**

A COR is any written request prepared by the Design-Builder asking the Owner for additional money or time, including a "proposed change order" or "PCO." However, a Claim (see Sections 4.5.3-4.5.6) is not a COR. See Section 4.5.2 for additional COR requirements. The COR shall include all information necessary to establish the Design-Builder's entitlement to additional money or time.

7.6.2 **CHANGES IN PRICE**

A COR shall include breakdowns per section 7.7 to validate any proposed change in Contract Sum.

7.6.3 **CHANGES IN TIME**

Where a change in Contract Time is requested, a COR shall also include delay analysis to validate any proposed change to the Contract Time, and shall meet all requirements in these General Conditions, including but not limited to Section 8.4. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Work schedule as defined in section 3.9 and Division 1 of the Specifications.

7.7 **PRICE OF CHANGE ORDERS**

7.7.1 **SCOPE**

Any COR shall provide in writing to the Owner, the Architect and any construction manager, the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Contract Time of such CO.

7.7.2 **DETERMINATION OF COST**

The amount of the increase or decrease in the Contract Sum resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

B. Unit prices stated in the Design-Builder's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Design-Builder;

C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

D. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:

1. **Daily Reports by Design-Builder**.

a) General: At the close of each working day, the Design-Builder shall submit a daily report to the Inspector of Record and any construction manager, on forms approved by the Owner, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, the location of the work, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Inspector of Record and the Design-Builder. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed

copy of the report. Reports by Subcontractors or others shall be submitted through the Design-Builder.

b) Labor: Show names of workers, classifications, and hours worked.

c) Materials: Describe and list quantities of materials used.

d) Equipment: Show type of equipment, size, identification number, and hours of operation, including, if applicable, loading and transportation.

e) Other Services and Expenditures: Describe in such detail as the Owner may require.

2. **Basis for Establishing Costs**.

a) Labor will be the actual cost for wages prevailing locally for each craft or type of workers 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 assessments 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 Design-Builder 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) Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery.

The Owner reserves the right to approve materials and sources of supply or to supply materials to the Design-Builder if necessary for the progress of the Work. No markup shall be applied to any material provided by the Owner.

c) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of $100 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Owner than holding it at the work Site, it shall be returned unless the Design-Builder elects to keep it at the work Site at no expense to the Owner.

All equipment shall be acceptable to the Inspector of Record, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

d) Other Items. The Owner may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Design-Builder or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the Application for Payment.

e) Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the Application for Payment is not substantiated by invoices or other documentation, the Owner may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

f) Overhead, premiums and profit. For overhead, including direct and indirect costs, submit with the COR and include: home office overhead, off-Site supervision, CO preparation/negotiation/research for Owner initiated changes, time delays, project interference and disruption, additional guaranty and warranty durations, on-Site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, and additional safety equipment costs.

7.7.3 FORMAT FOR PROPOSED COST CHANGE

The following format shall be used as applicable by the Owner and the Design-Builder to communicate proposed additions and deductions to the Contract.

Work Performed by Subcontractors:

	EXTRA	**CREDIT**
A. Material (attach itemized quantity and unit cost plus sales tax, invoices, receipts, truck tags, etc., for force account work)	_____	_____

B. Labor (attach itemized hours and rates, daily logs, certified payroll, etc.)	_____	_____
C. Equipment (attach any invoices)	_____	_____
D. Subtotal	_____	_____
E. Add Subcontractor's overhead and profit, not to exceed ten percent (10%) of item D.	_____	_____
F. Subtotal	_____	_____
G. General Contractor's Overhead and Profit, not to exceed five percent (5%) of Item F.	_____	_____
H. Subtotal	_____	_____
I. Bonds and insurance, not to exceed one and a half percent (1.5%) of Item H.	_____	_____
J. TOTAL	_____	_____
K. TIME in calendar days (zero unless indicated; "TBD" not permitted)	_____	_____

Work Performed by Contractor:

	EXTRA	**CREDIT**
A. Material (attach itemized quantity and unit cost plus sales tax, invoices, receipts, truck tags, etc., for force account work)	_____	_____
B. Labor (attach itemized hours and rates, daily logs, certified payroll, etc.)	_____	_____
C. Equipment (attach any invoices)	_____	_____

D. Subtotal	_____	_____
E. Add Contractor's overhead and profit, not to exceed fifteen percent (15%) of item D.	_____	_____
F. Subtotal	_____	_____
G. Bonds and insurance, not to exceed one percent (2.35%) of Item I.	_____	_____
H. TOTAL	_____	_____
I. TIME in calendar days (zero unless indicated; "TBD" not permitted)	_____	_____

For any claimed overhead costs (whether field overhead (i.e., general conditions costs) or home office overhead) pursuant to Section 8.4.2 below, Design-Builder may not recover any mark ups for overhead or profit.

It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes (1) any and all of the Design-Builder's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project, and (2) any costs of preparing a COR, including but not limited to delay analysis. Any costs or expenses not included are deemed waived.

7.7.4 **DISCOUNTS, REBATES, AND REFUNDS**

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Design-Builder, and the Design-Builder shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Design-Builder's cost in determining the actual cost of construction for purposes of any change, addition, or omissions in the Work as provided herein.

7.7.5 **ACCOUNTING RECORDS**

With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Design-Builder shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Design-Builder is required to maintain under the Contract Documents.

7.7.6 **NOTICE REQUIRED**

Design-Builder shall submit a written Notice of Potential Change for additional money or time

pursuant to section 4.5.1.

7.7.7 APPLICABILITY TO SUBCONTRACTORS

Any requirements under this Article 7 shall be equally applicable to COs or CCDs issued to Subcontractors by the Design-Builder to the same extent required of the Design-Builder.

7.8 WAIVER OF RIGHT TO CLAIM MONEY OR TIME

Failure to demand money based on costs, or time extensions, as part of a COR constitutes a complete waiver of Design-Builder's right to claim the omitted money or time. All money or time for an issue must be included in the COR at the time submitted.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 CONTRACT TIME

Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

8.1.2 NOTICE TO PROCEED

Design-Builder shall not commence the Work until it receives a Notice to Proceed from Owner. The date of commencement of the Work is the date established in the Notice to Proceed. The date of commencement shall not be postponed by the failure to act of the Design-Builder or of persons or entities for whom the Design-Builder is responsible.

8.1.3 DAYS

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 HOURS OF WORK

8.2.1 SUFFICIENT FORCES

Design-Builders and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work, including Work directed pursuant to a CCD (see Section 7.3, above), in accordance with the Construction Schedule.

8.2.2 PERFORMANCE DURING WORKING HOURS

Work shall be performed during regular working hours except that in the event of an emergency or when required to complete the Work in accordance with job progress, work may be performed outside of regular working hours with the advance written consent of the Owner.

8.2.3 LABOR CODE APPLICATION

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, 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 Design-Builder 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 forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Design-Builders in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Design-Builder or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars ($25.00) for each worker employed in the execution of this Contract by the Design-Builder, 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 forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Design-Builder is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8.2.4 COSTS FOR AFTER HOURS INSPECTIONS

If the work done after hours is required by the Contract Documents to be done outside the Design-Builder's or the Inspector of Record's regular working hours, the costs of any inspections, if required to be done outside normal working hours, shall be borne by the Owner.

If the Owner allows the Design-Builder to do work outside regular working hours for the Design-Builder's own convenience, the costs of any inspections required outside regular working hours, among other remedies, shall be invoiced to the Design-Builder by the Owner and withheld from progress payments and/or retention. Design-Builder shall give Owner at least 48 hours notice prior to working outside regular working hours.

If the Design-Builder elects to perform work outside the Inspector of Record's regular working hours, costs of any inspections required outside regular working hours, among other remedies, may be invoiced to the Design-Builder by the Owner and withheld from progress payments and/or retention.

8.2.5 TIME FOR COMMENCEMENT BY SUBCONTRACTORS

Unless otherwise provided in the Contract Documents, all Subcontractors shall commence their Work within two (2) consecutive business days after notice to them by the Design-Builder and shall prosecute their Work in accordance with the progress of the Work.

8.3 PROGRESS AND COMPLETION

8.3.1 TIME OF THE ESSENCE

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

8.3.2 NO COMMENCEMENT WITHOUT INSURANCE

The Design-Builder shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Design-Builder. The date of commencement of the Work shall not be changed by the effective date of such insurance.

8.3.3 EXPEDITIOUS COMPLETION

The Design-Builder shall proceed expeditiously to perform the Work, including Work directed pursuant to a CCD (see Section 7.3, above), with adequate forces, labor, materials, equipment, services and management, shall achieve all milestone deadlines, and shall achieve Completion within the Contract Time.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

Design-Builder waives all rights and remedies as to any delay experienced during the Work (including any right to rescind the Contract and any right to refuse to perform the Contract) except for the rights and remedies expressly allowed by the Contract (including but not limited to time extensions and delay damages pursuant to this Section 8.4.1 and Section 8.4.2 below, and termination pursuant to Section 14.1 below).

8.4.1 CONDITIONS ALLOWING FOR EXTENSIONS OF TIME TO COMPLETE THE WORK, ONLY (EXCUSABLE DELAY)

The Design-Builder shall be granted a reasonable time extension under the Contract Documents, including but not limited to Sections 3.18 and 4.5 and Article 7, for excusable delays, which are those delays that meet each and every of the following conditions:

(a) The delay was beyond the control of Design-Builder and its subcontractors and material suppliers;

(b) The delay was caused by events that were not reasonably foreseeable to Design-Builder at the time of its proposal;

(c) All float in the schedule had been used, and the delay impacted and delayed the controlling items of Work (i.e., the as-built critical path, as determined from the as-planned schedule and the actual progress of the Work), thus delaying the achievement of a Milestone Deadline or the Completion of the whole Work within the Contract Time;

(d) The delay was not caused by Design-Builder or its subcontractors or suppliers, including but not limited to their breaches of contract or the standard of care;

(e) The delay was not associated with loss of time resulting from the necessity of submittals to Owner for approval, or from necessary Owner surveys, measurements, inspections and testing; and

(f) The delay could not have been prevented or mitigated by the exercise of care, prudence, foresight, and diligence by Design-Builder.

To be entitled to a time extension for excusable delay caused by weather, the Contractor must establish, in addition to (a)-(f) above, that the weather delay to the critical path exceeded the number of weather days required to be included in the schedule (see Section 3.9.1, above, and the Special Conditions). For example, if the schedule included two calendar days of weather delay for a particular month, and the Contractor establishes five calendar days of actual weather delay to the critical path, then the Contractor may be entitled to a time extension of three calendar days.

Excusable delays may include acts of God, acts of public enemy, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, labor disputes, weather, unforeseen site conditions, or delays of subcontractors due to such causes. Owner shall take into consideration other relevant factors such as concurrent delays. Design-Builder has the burden of proving that any delay was excusable.

8.4.2 **COMPENSABLE DELAY (TIME AND MONEY)**

Compensable delays are those excusable delays for which Design-Builder is also entitled to money. To be compensable, an excusable delay must be one for which the Owner is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not within the contemplation of the parties; ***however***, Design-Builder shall not be entitled to monetary compensation when (a) Design-Builder could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the Owner or the delay was caused by factors beyond the control of the Owner, including but not limited to a delay under Section 2.2.8 above or a delay caused by a utility company's failure to perform despite Owner's reasonable arrangements for such performance; or (d) any other defense available to Owner under law or equity applies. Design-Builder has the burden of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency. Compensation shall be limited to field overhead (i.e., general conditions) and home office overhead, as may be allowed by law.

8.4.3 NOTICE BY DESIGN-BUILDER REQUIRED; PROCEDURES FOR DEMANDING ADDITIONAL TIME OR MONEY

For notice and other required procedures related to requests by Design-Builder for additional time or money related to delay, Design-Builder shall comply with the Contract Documents, including but not limited to Sections 3.18 and 4.5, and Article 7, above.

8.4.4 EARLY COMPLETION

Regardless of the cause therefore, the Design-Builder may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to Complete its Work on the Project in a shorter period than established in the Contract Documents, the parties stipulating that the period set forth in the Contract Documents is a reasonable time within which to perform the Work on the Project.

8.4.5 LIQUIDATED DAMAGES

Failure to Complete the Work within the time and in the manner provided for by the Contract Documents, or delaying another contractor's work on the Project, shall subject the Design-Builder to liquidated damages as described in Article III of the Agreement. For purposes of liquidated damages, the concept of "substantial completion" shall not constitute Completion and is not part of the Contract. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Work were not Completed within the Contract Time, or if another contractor on the Project were to fail to timely Complete its work, are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Work or other contractors' work on the Project, disruption of activities, costs of administration, supervision, the incalculable inconvenience and loss suffered by the public, and Owner's inability to recover its delay damages from other contractors whose work was delayed by Design-Builder.

Accordingly, the parties agree that the amount set forth in the Agreement shall be presumed to be the amount of damages which the Owner shall directly incur as a result of each calendar day by which Completion of the Work, or other contractors' work, is delayed beyond the Contract Time as adjusted by Change Orders.

If the Design-Builder fails to complete the Work within the Contract Time as adjusted by Change Orders, or another contractor cannot timely Complete its work due to Design-Builder, and liquidated damages therefore accrue, the Owner, in addition to all other remedies provided by law, shall have the right to assess liquidated damages at any time, and to withhold liquidated damages (and any interest thereon) at any time from any and all retention or progress payments, which would otherwise be or become due the Design-Builder. In addition, if it is reasonably apparent to the Owner before expiration of the Contract Time (as adjusted by Change Orders) that the Design-Builder cannot or will not complete the Work within the Contract Time, or that another contractor cannot timely Complete its work due to Design-Builder, Owner may assess

and withhold, from retention or progress payments, the estimated amount of liquidated damages that will accrue in the future. If the retained percentage or withheld progress payments are not sufficient to discharge all liabilities of the Design-Builder incurred under this Article, the Design-Builder and its sureties shall continue to remain liable to the Owner until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of Completion and liquidated damages.

8.5 GOVERNMENT APPROVALS

Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum (the sum of the Design Price and Construction Price) is stated in the Agreement, later adjusted by Change Orders and Construction Change Directives, and is the total amount payable by the Owner to the Design-Builder for performance of the Work under the Contract Documents.

9.2 COST BREAKDOWN

9.2.1 REQUIRED INFORMATION

On forms approved by the Owner, the Design-Builder shall furnish the following:

A. Within ten (10) days of the setting of the Construction Price by the Owner's governing body, a detailed breakdown of the Construction Price (Schedule of Values) for each Project or Site. Each item in the schedule of values shall include its proper share of the overhead and profit.

B. Within ten (10) days of the setting of the Construction Price by the Owner's governing body, a schedule of estimated monthly Construction Price payment requests (cash flow) due the Design-Builder showing the values and construction time of the various portions of the Work to be performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness as the Owner may require;

C. Five (5) days prior to the submission of a Construction Price pay request, an itemized breakdown of work done for the purpose of requesting partial payments;

D. Within ten (10) days of the setting of the Construction Price by the Owner's governing body, the name, address, telephone number, fax number, license number and classification, and public works contractor registration number of all of its Subcontractors and of all other parties furnishing labor, material, or equipment for its Contract, along with the amount of each such subcontract or the price of such labor, material, and equipment needed for its entire portion of the Work.

9.2.2 **OWNER ACCEPTANCE REQUIRED**

The Owner shall review all submissions received pursuant to paragraph 9.2.1 in a timely manner. All submissions must be accepted by the Owner before becoming the basis of any payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 **PROCEDURE**

Payment of the Design Price shall be made as described in the Agreement.

For progress payments of the Construction Price, on or before the fifth (5th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, the Design-Builder shall submit to the Architect, unless there is a construction manager for the Project or the Owner directs otherwise, an itemized Application for Payment for operations completed in accordance with the Schedule of Values through the end of the previous calendar month. Such application shall be notarized, if required, and supported by the following:

A. The amount paid to the date of the Application to the Design-Builder, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

B. The amount being requested with the Application for Payment by the Design-Builder on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

C. The balance that will be due to each of such entities after said payment is made;

D. A certification that the Record Drawings and Annotated Specifications are current;

E. The Owner approved additions to and subtractions from the Construction Price and Contract Time;

F. A summary of the retentions (each Application shall provide for retention, as set out in Article 9.6);

G. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the Owner may require from time to time;

H. The percentage of Completion of the Design-Builder's Work by line item in the schedule of values;

I. A statement showing all payments made by the Design-Builder for labor and materials on account of the Work covered in the preceding Application for Payment. Such applications shall not include requests for payment of amounts the Design-Builder does not intend to pay to subcontractors or others because of a dispute or other reason;

J. Conditional and unconditional waivers and releases in exchange for progress payments, including final progress payments, in compliance with Civil Code sections 8132-8138;

K. Design-Builder's monthly reports, daily reports, and monthly schedule updates for all months of Work prior to the Application for Payment that Design-Builder has not previously submitted;

L. Certification that all required certified payroll records have been submitted to the DIR; and

M. A report regarding the status of all stop payment notices that have been submitted, or a statement that no stop payment notices have been submitted.

9.3.2 **PURCHASE OF MATERIALS AND EQUIPMENT**

As the Design-Builder is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Owner, to assure that there will be no delays, payment by the Owner for stored material shall be made only in unusual circumstances where the Architect specifically recommends, and Owner specifically approves the payment in writing. If payments are to be made on account of materials and equipment not incorporated in the Work, but delivered and suitably stored at the Site or at some other location agreed upon in writing by the Owner, the payments shall be conditioned upon submission by the Design-Builder, Subcontractor, or vendor of bills of sale and such other documents satisfactory to the Owner to establish the Owner's title to such materials or equipment free of all liens and encumbrances, and otherwise protect the Owner's interest, including, without limitation, provision of applicable insurance and transportation to the Site. All stored items shall be inventoried, specified by identification numbers (if applicable), released to the Owner by sureties of the Design-Builder and the Subcontractor and, if stored off-Site, stored only in a bonded warehouse.

9.3.3 **WARRANTY OF TITLE**

The Design-Builder warrants that title to all work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that upon submittal of an Application for Payment all work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Design-Builder's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Design-Builder, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Transfer of title to Work does not constitute a waiver by Owner of any defects in the Work.

9.4 **REVIEW OF PROGRESS PAYMENT**

9.4.1 **OWNER ACCEPTANCE**

The Owner will, within seven (7) days after receipt of the Design-Builder's Application for Payment, either accept such payment or notify the Design-Builder in writing of the Owner's reasons for withholding acceptance in whole or in part.

9.4.2 **OWNER'S REVIEW**

The review of the Design-Builder's Application for Payment by the Owner will be based, at least in part, on the Owner's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated. The review is also subject to an evaluation of the Work for conformance with the Contract Documents, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to Completion, and to specific qualifications expressed by the Owner. The Owner may reject the Application for Payment if it is not complete under section 9.3. The issuance of a Certificate for Payment will constitute a representation that the Design-Builder is entitled to payment in the amount certified, subject to any withholdings under Section 9.5.1 or any specific qualifications Owner expresses in the Certificate for Payment. However, Design-Builder's entitlement to payment may be affected by subsequent evaluations of the Work for conformance with the Contract Documents, test and inspections and discovery of minor deviations from the Contract Documents correctable prior to Completion. The issuance of a Certificate for Payment will not be a waiver by the Owner of any defects in the Work covered by the Application for Payment, nor will it be a representation that the Owner has:

A. Made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work;

B. Reviewed construction means, methods, techniques, sequences, or procedures;

C. Reviewed copies of requisitions received from Subcontractors, material and equipment suppliers, and other data requested by the Owner to substantiate the Design-Builder's right to payment; or

D. Made an examination to ascertain how or for what purpose the Design-Builder has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD PAYMENT

9.5.1 REASONS TO WITHHOLD PAYMENT

The Owner may withhold from a progress payment, in whole or in part, to such extent as may be necessary to protect the Owner due to any of the following:

A. Defective or incomplete Work not remedied;

B. Stop Payment Notices. For any stop payment notice, the Owner shall withhold the amount stated in the stop payment notice, the stop notice claimant's anticipated interest and court costs and an amount to provide for the Owner's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, Owner has the right to permanently withhold for any reasonable cost of litigation for that stop payment notice, even if it exceeds the amount originally withheld by Owner for the estimated reasonable cost of litigation. However, if (1) the Design-Builder at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claim, and (2) the Owner chooses to accept the bond, then Owner would release the withheld stop payment notice funds to the Design-Builder, except that Owner may permanently withhold for any reasonable cost of litigation. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties.

C. Liquidated damages against the Design-Builder, whether already accrued or estimated to accrue in the future;

D. Reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Sum or by the Completion deadline;

E. Damage to the property or work of the Owner, another contractor, or subcontractor;

F. Unsatisfactory prosecution of the Work by the Design-Builder;

G. Failure to store and properly secure materials;

H. Failure of the Design-Builder to submit on a timely basis, proper and sufficient

documentation required by the Contract Documents, including, without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports;

I. Failure of the Design-Builder to maintain record drawings;

J. Erroneous estimates by the Design-Builder of the value of the Work performed, or other false statements in an Application for Payment;

K. Unauthorized deviations from the Contract Documents;

L. Failure of the Design-Builder to prosecute the Work in a timely manner in compliance with established progress schedules and Completion deadlines;

M. Subsequently discovered evidence or observations nullifying the whole or part of a previously issued Certificate for Payment;

N. Failure by Design-Builder to pay Subcontractors or material suppliers as required by Contract or law, which includes but is not limited to Design-Builder's failure to pay prevailing wage and any assessment of statutory penalties;

O. Overpayment to Design-Builder on a previous payment;

P. Credits owed to Owner for reduced scope of work or work that Design-Builder will not perform, including credits for any unspent allowance;

Q. The estimated cost of performing work pursuant to Section 2.4;

R. Actual damages related to false claims by Design-Builder;

S. Breach of any provision of the Contract Documents;

T. Owner's potential or actual loss, liability or damages caused by the Design-Builder, including defense costs and attorneys' fees incurred due to Design-Builder's failure to defend an action pursuant to the indemnity provisions in the Contract Documents; and

U. As permitted by other provisions in the Contract or as otherwise allowed by law, including statutory penalties Owner or other entities assessed against Design-Builder. (See e.g., Labor Code section 1813 (working hours) or Public Contract Code section 4110 (subcontractor listings and substitutions))

Owner may, but is not required to, provide to Design-Builder written notice of the items for which Owner is withholding amounts from a progress payment.

To claim a breach of contract or violation of law based on wrongful withholding by the Owner from a progress payment or based on a late progress payment, or if Design-Builder otherwise disputes any progress payment or lack thereof, within fifteen (15) days of the alleged breach of contract, violation of law, or late or disputed progress payment Design-Builder shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Design-Builder need not submit a Notice of Potential Change or a Change Order Request.

For any withhold amount based on an estimate where the actual amount later becomes known and certain, no later than the final accounting for the Contract the Owner will release any amount withheld over that certain and known amount. If the certain and known amount exceeds the amount previously withheld, Owner may withhold additional amounts from Contractor to cover the excess amount. If available funds are not sufficient, Design-Builder shall pay Owner the difference.

Despite any withholding from a progress payment, or any other dispute about a progress payment, Design-Builder shall continue to expeditiously perform the Work pursuant to the Contract Documents, including but not limited to General Conditions sections 4.5.8, 7.1.1, 8.3.1, and 8.3.3.

9.5.2 **PAYMENT AFTER CURE**

When Design-Builder removes or cures the grounds for withholding amounts, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Design-Builder to perform in accordance with the terms and conditions of the Contract Documents.

9.5.3 **OVERPAYMENT AND/OR FAILURE TO WITHHOLD**

Neither Owner's overpayment to Design-Builder, nor Owner's failure to withhold an amount from payment that Owner had the right to withhold, shall constitute a waiver by Owner of its rights to withhold those amounts from future payments to Design-Builder or to otherwise pursue recovery of those amounts from Design-Builder.

9.6 **PROGRESS PAYMENTS**

9.6.1 **PAYMENTS TO DESIGN-BUILDER**

Progress payments shall be made in accordance with Public Contract Code sections 7201, 9203, and 20104.50. Unless otherwise stated in the Contract Documents, within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment, Design-Builder shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed up to the last day of the previous month, less the aggregate of previous payments; and Owner shall withhold the other five percent (5%) of the undisputed value of the Work as retainage (or "retention"). The value of the Work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the Design-Builder, or any bondsman, from damages arising from such Work or from enforcing each and every provision of this Contract, and the

Owner shall have the right subsequently to correct any error made in any estimate for payment. Design-Builder shall base an Application for Payment only on the original Construction Price plus any fully executed and Board-approved Change Orders. Design-Builder shall not include Notices of Potential Claims, CORs, Claims or disputed amounts.

The Design-Builder shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the Owner concerning the Work, or any portion thereof, remains uncomplied with. Payment shall not be a waiver of any such direction.

9.6.2 PAYMENTS TO SUBCONTRACTORS

No later than ten (10) days after receipt of payment from Owner, pursuant to Business and Professions Code section 7108.5, the Design-Builder shall pay to each Subcontractor, out of the amount paid to the Design-Builder on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of such Subcontractor's portion of the Work. The Design-Builder shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3 PERCENTAGE OF COMPLETION OR PAYMENT INFORMATION

The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of Completion or amounts applied for by the Design-Builder, and action taken thereon by the Owner, on account of portions of the Work done by such Subcontractor.

9.6.4 NO OBLIGATION OF OWNER FOR SUBCONTRACTOR PAYMENT

The Owner shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

9.6.5 PAYMENT TO SUPPLIERS

Payment to material or equipment suppliers shall be treated in a manner similar to that provided in paragraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE

An accepted Application for Payment, issuance of a Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance or approval of any portion of the Work, especially any Work not in accordance with the Contract Documents.

9.6.7 JOINT CHECKS

Owner shall have the right, if necessary for the protection of the Owner, to issue joint checks

made payable to the Design-Builder 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 any 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.

9.7 COMPLETION OF THE WORK

9.7.1 CLOSE-OUT PROCEDURES

When the Design-Builder considers that the Work is Complete and submits a written notice to Owner requesting an inspection of the Work, the Owner shall review the Work and prepare and submit to the Design-Builder a comprehensive list of items to be Completed or corrected (the "Punch List"). The Punch List shall include all outstanding obligations of Design-Builder, including training, start-up, testing, and submission to Owner of all required documentation (e.g., written guarantees, warranties, invoices, as-built drawings, manuals, bonds, and the documents described in Section 9.3 and 9.9). The Design-Builder and/or its Subcontractors shall proceed promptly to Complete and correct items on the Punch List. Failure to include an item on the Punch List does not alter the responsibility of the Design-Builder to Complete all Work (including the omitted item) in accordance with the Contract Documents, and to Complete or correct the Work so long as the statute of limitations (or repose) has not run.

When the Design-Builder believes the Punch List Work is Complete and in accordance with the Contract Documents, it shall then submit a request for an additional inspection by the Owner to determine Completion. Owner shall again inspect the Work and inform the Design-Builder of any items that are not Complete or correct. Design-Builder shall promptly Complete or correct items until no items remain.

After the Work, including all Punch List Work, is inspected and informally deemed by the Owner to be Complete, the Owner's governing body may formally accept the Work as Complete at a meeting of the governing body. Warranties required by the Contract Documents shall commence on the date of Design-Builder's Completion of the Work (see Sections 3.5, 12.2.5, and 12.2.6).

Owner may record a Notice of Completion as allowed by Civil Code section 9200 *et seq*.

9.7.2 COSTS OF MULTIPLE INSPECTIONS

More than two (2) requests by Design-Builder to make inspections to confirm Completion as required under paragraph 9.7.1 shall be considered an additional service of Owner, and all subsequent costs will be invoiced to Design-Builder and withheld from remaining payments.

9.8 PARTIAL OCCUPANCY OR USE

The Owner may occupy or use any Completed, or partially Completed, portion of the Work at

any stage prior to acceptance, or prior to Completion if there is no formal acceptance. Occupancy or use of any portion of the Work, or the whole Work, shall not constitute approval or acceptance of it, nor shall such occupancy or use relieve Design-Builder of any of its obligations under the Contract Documents regarding that portion of, or the whole, Work.

The Owner and the Design-Builder 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. When the Design-Builder considers a portion complete, the Design-Builder may request an inspection of that portion and preparation of a Punch List by the Owner for that portion, as set forth for the entire Work under paragraph 9.7.1; however, such inspection and Punch List shall not act as any form of approval or acceptance of that portion of the Work, or of any Work not complying with the requirements of the Contract, and that portion shall be subject to subsequent inspections and Punch Lists.

Immediately prior to such partial occupancy or use, the Owner, the Architect and the Design-Builder 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.

9.9 FINAL PROGRESS PAYMENT AND RELEASE OF RETENTION

9.9.1 FINAL APPLICATION FOR PROGRESS PAYMENT

When, pursuant to Section 9.7.1, the Owner finds all of the Work is Completed in accordance with the Contract Documents, it shall so notify Design-Builder, who shall then submit to the Owner its final Application for Payment.

Upon receipt and approval of such final Application for Payment, the Owner shall issue a final Certificate of Payment, based on its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Owner in connection with the Work, that such Work has been Completed in accordance with the Contract Documents. If required to do so under Labor Code section 1773.3(d), Owner shall withhold final payment.

9.9.2 PROCEDURES FOR APPLICATION FOR FINAL PROGRESS PAYMENT

The Application for Final Progress Payment pursuant to Section 9.9.1 shall be accompanied by the same details as set forth in Section 9.3, and in addition, the following conditions must be fulfilled:

A. The Work shall be Complete, and the Design-Builder shall have made, or caused to have been made, all corrections to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of Owner required under the Contract.

B. Each Subcontractor shall have delivered to the Design-Builder all written

guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work, and Design-Builder delivered them to the Owner.

C. The Design-Builder shall deliver to the Owner (i) reproducible final Record Drawings and Annotated Specifications showing the Design-Builder's Work "as built," with the Design-Builder's certification of the accuracy of the Record Drawings and Annotated Specifications, (ii) all warranties and guarantees, (iii) operation and maintenance instructions, manuals and materials for equipment and apparatus, and (iv) all other documents required by the Contract Documents.

D. Design-Builder shall provide extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

Acceptance of Final Progress Payment shall constitute a complete waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of Final Progress Payment.

9.9.3 **RELEASE OF RETAINAGE**

Owner shall withhold not less than 5% of the Construction Price ("retainage," or "retention") until Completion and acceptance of the Project, per Public Contract Code section 9203.

Owner may withhold from release or payment of retainage (or "retention") up to 150% of disputed amounts, including but not limited to the issues listed in Section 9.5. If retainage is held in an escrow account pursuant to an escrow agreement under Public Contract Code section 22300 (see Section 9.10) and Owner withholds from release of retainage based on a breach of the Contract, or other default, by Design-Builder, Owner may withdraw the withheld retainage from the escrow account.

Owner shall release the undisputed retainage within sixty (60) days after Completion of the Project. For this purpose, "Completion" is defined in Public Contract Code section 7107(c). No interest shall be paid on any retainage, or on any amounts withheld, except as provided to the contrary in any Escrow Agreement and General Conditions between the Owner and the Design-Builder under Public Contract Code section 22300.

To claim a breach of contract or violation of law based on wrongful withholding by the Owner from retention or based on a late payment or late release of retention, or if Design-Builder otherwise disputes any payment or release of retention or lack thereof, within fifteen (15) days of the alleged breach of contract, violation of law, or late or disputed payment/release of retention Design-Builder shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Design-Builder need not submit a Notice of Potential Change or a Change Order Request.

9.10 SUBSTITUTION OF SECURITIES

In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Design-Builder, securities equivalent to the amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such retention monies to the Design-Builder. Upon completion of the Contract, the securities shall be returned to the Design-Builder if Owner has no basis to withhold under the Contract Documents.

Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Design-Builder and the Owner.

The Design-Builder shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Any escrow agreement entered by Owner and Design-Builder pursuant to Public Contract Code section 22300, shall be substantially similar to the form set forth in Public Contract Code section 22300.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 DESIGN-BUILDER RESPONSIBILITY

The Design-Builder shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Each Design-Builder shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs. Design-Builder will ensure that his employees and Subcontractors cooperate and coordinate safety matters with any other contractors on the Project to form a joint safety effort.

10.1.2 SUBCONTRACTOR RESPONSIBILITY

Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Design-Builder for the Project, which will cover all Work performed by the Design-Builder and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This

person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

10.1.3 COOPERATION

All Subcontractors and material or equipment suppliers, shall cooperate fully with Design-Builder, the Owner, and all insurance carriers and loss prevention engineers.

10.1.4 ACCIDENT REPORTS

Subcontractors shall promptly report in writing to the Design-Builder all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger. Design-Builder shall thereafter promptly report the facts in writing to the Owner giving full details of the accident.

10.1.5 FIRST-AID SUPPLIES AT SITE

The Design-Builder will provide and maintain at the Site first-aid supplies for minor injuries.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 THE DESIGN-BUILDER

The Design-Builder shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

A. Employees on the Work and other persons who may be affected thereby;

B. The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Design-Builder or the Design-Builder's Subcontractors or Sub-subcontractors; and

C. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

10.2.2 DESIGN-BUILDER NOTICES

The Design-Builder shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

10.2.3 SAFETY BARRIERS AND SAFEGUARDS

The Design-Builder shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

10.2.4 USE OR STORAGE OF HAZARDOUS MATERIAL

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Design-Builder shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Design-Builder shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

10.2.5 FINGERPRINTING

At its own expense, Design-Builder shall comply with all fingerprinting requirements under law and Contract, including but not limited to the requirements of Education Code section 45125.2 and the Independent Design-Builder Student Contact Form which is a part of the Contract. Design-Builder shall hold harmless, defend and indemnify the Owner under section 3.16, for any costs, including attorneys' fees, Owner incurs from Design-Builder's failure to comply.

10.3 PROTECTION OF WORK AND PROPERTY

10.3.1 PROTECTION OF WORK

The Design-Builder and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss until the earlier of formal acceptance of the Work, or 30 days after Completion of the Work. The Design-Builder and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner; except that for projects not solely funded through revenue bonds, (a) Design-Builder shall not be responsible for damages caused by a tidal wave to the extent that the damages exceed 5% of the Construction Price, and (b) Design-Builder shall not be responsible for damages caused by an earthquake above 3.5 on the Richter Scale in magnitude to the extent that the damages exceed 5% of the Construction Price, per Public Contract Code §7105(a).

10.3.2 PROTECTION FOR ELEMENTS

The Design-Builder will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work. The Design-Builder shall at all times provide heat, coverings, and enclosures necessary to maintain adequate protection against weather so as to preserve the Work, materials, equipment, apparatus, and fixtures free from injury or damage.

10.3.3 **SHORING AND STRUCTURAL LOADING**

The Design-Builder shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Design-Builder. All such items shall conform to the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Design-Builder shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage or cause damage to the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Design-Builder at no cost to the Owner.

10.3.4 **CONFORMANCE WITHIN ESTABLISHED LIMITS**

The Design-Builder and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the Owner, and shall not unreasonably encumber the premises with construction equipment or materials.

10.3.5 **SUBCONTRACTOR ENFORCEMENT OF RULES**

Subcontractors shall enforce the Owner's and the Design-Builder's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

10.3.6 **SITE ACCESS**

The Design-Builder and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

10.3.7 **PROTECTION OF MATERIALS**

The Design-Builder and the Subcontractors shall receive, count, inspect for damage, record, store, and protect construction materials for the Work and Subcontractors shall promptly send to the Design-Builder evidence of receipt of such materials, indicating thereon any shortage, change, or damage (failure to so note shall constitute acceptance by the Subcontractor of financial responsibility for any shortage).

10.4 EMERGENCIES

10.4.1 EMERGENCY ACTION

In an emergency affecting the safety of persons or property, the Design-Builder shall take any action necessary, at the Design-Builder's discretion, to prevent threatened damage, injury, or loss. Additional money or extension of time claimed by the Design-Builder on account of an emergency shall be determined as provided in Section 4.5 and Article 7.

10.4.2 ACCIDENT REPORTS

The Design-Builder shall promptly report in writing to the Owner all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full
details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

10.5 HAZARDOUS MATERIALS

10.5.1 DISCOVERY OF HAZARDOUS MATERIALS

In the event the Design-Builder encounters or suspects the presence on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) the handling or removal of which is not within the scope of the Work, the Design-Builder shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing, whether such material was generated by the Design-Builder, another contractor, or the Owner. The Work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and the Design-Builder, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Design-Builder.

10.5.2 HAZARDOUS MATERIAL WORK LIMITATIONS

In the event that the presence of hazardous materials is suspected or discovered on the Site, the Owner shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Design-Builder shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by Owner, as certified by an independent testing laboratory and/or approved by the appropriate government agency.

10.5.3 INDEMNIFICATION BY OWNER FOR HAZARDOUS MATERIAL NOT CAUSED BY DESIGN-BUILDER

In the event the presence of hazardous materials on the Site is not caused by the Design-Builder, Owner shall pay for all costs of testing and remediation, if any, and shall compensate Design-Builder for any delay or additional costs incurred in accordance with the applicable provisions of Articles 7 and 8 herein. Owner shall defend, indemnify and hold harmless the Design-Builder and its agents, officers, directors and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with or arising out of, or relating to, the performance of the Work in the area affected by the hazardous material, except to the extent the claims, damages, losses, costs, or expenses were caused by Design-Builder's active negligence, sole negligence or willful misconduct. By providing this indemnification, District does not waive any immunities.

10.5.4 NATURALLY OCCURRING ASBESTOS

If the Site is found to contain naturally occurring asbestos (asbestos naturally contained in rocks which can become airborne when released "NOA"), in addition to complying with applicable provisions in sections 10.5.1-10.5.3 above, Contractor shall comply with, and be solely responsible for, all applicable NOA requirements of the California Air Resources Board (CARB), California Department of Industrial Relations, California Division of Occupational Safety and Health (Cal/OSHA), any local air quality management district with jurisdiction over the Site, the County, and all other applicable federal, State and local governmental entities. This compliance and responsibility includes, but is not limited to, dust control mitigation measures and a monitoring plan.

10.5.5 INDEMNIFICATION BY DESIGN-BUILDER FOR HAZARDOUS MATERIAL CAUSED BY DESIGN-BUILDER

In the event the presence of hazardous materials on the Site is caused by Design-Builder, Subcontractors, materialmen or suppliers, the Design-Builder shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of the generation of hazardous material on the Project Site. In addition, the Design-Builder shall defend, indemnify and hold harmless Owner and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Site, except to the extent the claims, damages, losses, costs, or expenses were caused by Owner's active negligence, sole negligence or willful misconduct.

10.5.6 TERMS OF HAZARDOUS MATERIAL PROVISION

The terms of this Hazardous Material provision shall survive the Completion of the Work and/or any termination of this Contract.

10.5.7 **ARCHEOLOGICAL MATERIALS**

In the event the Design-Builder encounters or reasonably suspects the presence on the Site of archeological materials, the Design-Builder shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing. The Work in the affected area shall not thereafter be resumed, except after Design-Builder's receipt of written notice from the Owner.

ARTICLE 11

INSURANCE AND BONDS

11.1. DESIGN-BUILDER'S LIABILITY INSURANCE

11.1.1 LIABILITY INSURANCE REQUIREMENTS

11.1.1 By the earlier of the deadline set forth in the Instructions to Bidders or the commencement of the Work and within limits acceptable to the Owner, the Design-Builder shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Agreement and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth in the Agreement as will protect the Design-Builder from claims set forth below, which may arise out of or result from the Design-Builder's operations under the Contract and for which the Design-Builder may be legally liable, whether such operations are by the Design-Builder, by a Subcontractor, by Sub-subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

11.1.1.1 claims for damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than the Design-Builder's employees. This coverage shall be provided in a form at least as broad as Insurance Services Office (ISO) Form CG 0001 11188;

11.1.1.2 claims for damages arising from personal or advertising injury in a form at least as broad as ISO Form CG 0001 11188;

11.1.1.3 claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents; and

11.1.1.4 claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work; and

11.1.1.5 claims involving blanket contractual liability applicable to the Design-Builder's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Design-Builder and the Subcontractors; and

11.1.1.6 claims involving Completed Operations, Independent Design-Builders' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)

If commercial general liability insurance or another insurance form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Owner) or the general aggregate limit shall be twice the required occurrence limit.

Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its Board of Trustees, members of its Board of Trustees, officers, employees, agents and volunteers; or the Design-Builder shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11.1.2 **SUBCONTRACTOR INSURANCE REQUIREMENTS**

The Design-Builder shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports, in like amounts and scope of coverage.

11.1.3 **OWNER'S INSURANCE**

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self protection against claims which may arise from operations under the Contract. The Design-Builder shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

11.1.4 **ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS**

The Design-Builder shall name, on any policy of insurance, the Owner and the Architect as additional insureds. Subcontractors shall name the Design-Builder, the Owner and the Architect as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising

out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

11.1.5 **WORKERS' COMPENSATION INSURANCE**

During the term of this Contract, the Design-Builder shall provide workers' compensation insurance for all of the Design-Builder's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Design-Builder's work is sublet, the Design-Builder shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Design-Builder's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Design-Builder shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Design-Builder shall file with the Owner certificates of insurance as required under this Article and in compliance with Labor Code section 3700.

If the Design-Builder fails to maintain such insurance, the Owner may take out compensation insurance which the Owner might be liable to pay under the provisions of the Act by reason of an employee of the Design-Builder being injured or killed, and withhold from progress payments and/or retention the amount of the premium for such insurance.

11.1.6 **BUILDER'S RISK/"ALL RISK" INSURANCE**

11.1.6.1 **COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS**

Unless provided by Owner at Owner's sole discretion, Design-Builder, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: Vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood including tidal wave (however, for projects not solely funded through revenue bonds, Design-Builder is only required to provide insurance for damages caused by a tidal wave up to 5% of the Construction Price [except as provided in Section 11.1.6.2, below; see Public Contract Code §7105(a)]), earthquake (however, for projects not solely funded through revenue bonds, Design-Builder is only required to provide insurance for damages caused by an earthquake above 3.5 magnitude on the Richter Scale up to 5% of the Construction Price [except as provided in Section 11.1.6.3, below; see Public Contract Code §7105(a)]), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other

person or entity with an insurable interest in the Work as an additional named insured.

The Design-Builder shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction insurance, as well as any other hazard which might result in damage to the Work, is that of the Design-Builder and the surety, and no claims for such loss or damage shall be recognized by the Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Design-Builder.

11.1.6.2 TIDAL WAVE INSURANCE

If the Contract is not solely funded through revenue bonds and Owner accepts an alternate bid by Design-Builder for insurance coverage for a tidal wave, Design-Builder shall maintain, in effect during the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, insurance providing coverage for loss, destruction or damage arising out of or caused by tidal wave and other similar acts of God. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work.

11.1.6.3 EARTHQUAKE INSURANCE

In addition to the insurance required under 11.1.6.1, Design-Builder shall maintain, in effect during the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, insurance providing coverage for loss, destruction or damage arising out of or caused by earthquake and/or other earth movement, whether seismic or volcanic in origin, over 3.5 on the Richter Scale in magnitude. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work**.**

11.1.7 **CONSENT OF INSURER FOR PARTIAL OCCUPANCY OR USE**

Partial occupancy or use in accordance with the Contract Documents shall not commence until the insurance company providing property insurance has consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Design-Builder shall take reasonable steps to obtain consent of the insurance company and shall, without mutual consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of the insurance.

11.1.8 **FIRE INSURANCE**

Before the commencement of the Work, the Design-Builder shall procure, maintain, and cause to be maintained at the Design-Builder's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the

Work against loss or damage in full until the Work is accepted by the Owner. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the Owner.

11.1.9 **OTHER INSURANCE**

The Design-Builder shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

11.1.10 **PROOF OF CARRIAGE OF INSURANCE**

The Design-Builder shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

(a) Certificates and insurance policies shall include the following clause:

> This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.

(b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

(c) Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner and any other insurance carried by the Owner with respect to the matters covered by such policy shall be excess and non-contributing.

(d) The Design-Builder and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

11.1.11 **COMPLIANCE**

In the event of the failure of any Design-Builder to furnish and maintain any insurance required by this Article, the Design-Builder shall be in default under the Contract. Compliance by Design-Builder with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the Design-Builder from liability assumed under any provision of the Contract Documents,

including, without limitation, the obligation to defend and indemnify the Owner and the Architect.

11.2 PERFORMANCE AND PAYMENT BONDS

11.2.1 BOND REQUIREMENTS

Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Design-Builder shall apply for and furnish Owner separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on the Owner's approved form.

To the extent, if any, that the Construction Price is increased in accordance with the Contract Documents, the Design-Builder shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Construction Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Design-Builder will release the surety. If the Design-Builder fails to furnish the required bond, the Owner may terminate the Contract for cause.

11.2.2 SURETY QUALIFICATION

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Design-Builder and to require Design-Builder to obtain bonds from surety insurers satisfactory to the Owner.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 UNCOVERING WORK FOR REQUIRED INSPECTIONS

If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, Design-Builder must, if required in writing by the Owner, uncover it for the Owner's observation and replace the removed work at the Design-Builder's expense without change in the Construction Price or Contract Time.

12.1.2 COSTS FOR INSPECTIONS NOT REQUIRED

If a portion of the Work has been covered which the Owner has not specifically requested to observe prior to its being covered, the Owner may request to see such work, and it shall be uncovered by the Design-Builder. If such work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order, be paid by the Owner. If such work is not in accordance with Contract Documents, the Design-Builder shall pay such costs, unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs to the Design-Builder.

12.2 CORRECTION OF WORK; WARRANTY

12.2.1 CORRECTION OF REJECTED WORK

The Design-Builder shall promptly correct the work rejected by the Owner for failing to conform to the requirements of the Contract Documents, until the statutes of limitation (or repose) and all warranties have run, as applicable, and whether or not fabricated, installed or completed. The Design-Builder shall bear costs of correcting the rejected work, including additional testing, inspections, and compensation for the Owner's expenses and costs incurred.

12.2.2 REMOVAL OF NONCONFORMING WORK

The Design-Builder shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Design-Builder or accepted or approved by the Owner.

12.2.3 OWNER'S RIGHTS IF DESIGN-BUILDER FAILS TO CORRECT

If the Design-Builder fails to correct nonconforming work within a reasonable time, the Owner may correct it in accordance with Section 2.4. As part of Owner's correction of the work, the Owner may remove any portion of the nonconforming Work and store any salvageable materials or equipment at the Design-Builder's expense. If the Design-Builder does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days written notice sell such material or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Design-Builder, including compensation for the Architect's and other professionals and representatives' services and expenses, made necessary thereby. If such proceeds of sale do not cover costs which the Design-Builder should have borne, the Design-Builder shall be invoiced for the deficiency or Owner may withhold such costs from payment pursuant to Section 9.5. If progress payments or retention then or thereafter due the Design-Builder are not sufficient to cover such amount, the Design-Builder shall pay the difference to the Owner.

12.2.4 COST OF CORRECTING THE WORK

The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether Completed or partially Completed, caused by the

Design-Builder's correction or removal of the nonconforming work.

12.2.5 **WARRANTY CORRECTIONS (INCLUDES REPLACEMENT)**

Pursuant to the warranty in Sections 3.5 and 9.7.1, if within one (1) year after the Completion of the Work or within a longer time period for an applicable special warranty or guarantee required by the Contract Documents, any of the Work does not comply with the Contract Documents, the Design-Builder shall correct it after receipt of Owner's written notice to do so, unless the Owner has previously waived in writing such right to demand correction. Design-Builder shall correct the Work promptly, and passage of the applicable warranty period shall not release Design-Builder from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period. Design-Builder's obligation to correct the warranty item continues until the correction is made. After the correction is made to Owner's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this paragraph 12.2.5 shall survive acceptance of the Work under the Contract and termination of the Contract.

12.2.6 **NO TIME LIMITATION**

Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Design-Builder might have under the Contract Documents. Establishment of the time period of one (1) year as described in Sections 3.5, 9.7.1, and 12.2.5 relates only to the specific warranty obligation of the Design-Builder to correct the Work after the date of commencement of warranties, and has, for example, no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, or to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations under the Contract Documents.

12.3 **NONCONFORMING WORK AND WITHHOLDING THE VALUE OF IT**

If it is found at any time before Completion of the Work that the Design-Builder has varied from the Contract Documents in materials, quality, form, finish, or in the amount or value of the materials or labor used, the Owner may, in addition to other remedies in the Contract Documents or under law and as allowed by law, accept the improper Work. The Owner may withhold from any amount due or to become due Design-Builder that sum of money equivalent to the difference in value between the Work performed and that called for by the Drawings and Specifications. The Owner shall determine such difference in value. No structural related Work shall be accepted that is not in conformance with the Contract Documents.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

The Owner and the Design-Builder respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, any written notice required by the Contract Documents shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the party giving notice. Owner shall, at Design-Builder's cost, timely notify Design-Builder of Owner's receipt of any third party claims relating to the Contract pursuant to Public Contract Code section 9201.

13.4 RIGHTS AND REMEDIES

13.4.1 DUTIES AND OBLIGATIONS CUMULATIVE

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.4.2 NO WAIVER

No action or failure to act by the Owner, Inspector of Record, Architect or any construction manager shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in a written amendment to the Contract.

13.5 TESTS AND INSPECTIONS

13.5.1 COMPLIANCE

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5.2 INDEPENDENT TESTING LABORATORY

The Owner will select and pay an independent testing laboratory to conduct all tests and inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory and not by the Design-Builder. However, if Design-Builder requests that the Owner use a different testing laboratory and Owner chooses to approve such request, Design-Builder shall reimburse the Owner for any additional shipping or transportation costs or expenses (mileage and hours). Owner may invoice such costs or expenses to the Design-Builder or withhold such costs or expenses from progress payments and/or retention.

13.5.3 ADVANCE NOTICE TO INSPECTOR OF RECORD

The Design-Builder shall notify the Inspector of Record a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The Design-Builder shall notify the Inspector of Record a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector of Record may arrange for the testing of the material at the source of supply.

13.5.4 TESTING OFF-SITE

Any material shipped by the Design-Builder from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the Work.

13.5.5 ADDITIONAL TESTING OR INSPECTION

If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under section 13.5.1, the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 13.5.6.

13.5.6 COSTS FOR RETESTING

If such procedures for testing, inspection, or approval under sections 13.5.1, 13.5.2 and 13.5.5

reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Design-Builder shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Design-Builder, and, among other remedies, can be withheld from progress payments and/or retention.

13.5.7 COSTS FOR PREMATURE TEST

In the event the Design-Builder requests any test or inspection for the Project and is not completely ready for the inspection, the Design-Builder shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from progress payments and/or retention.

13.5.8 TESTS OR INSPECTIONS NOT TO DELAY WORK

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 [INTENTIONALLY LEFT BLANK]

13.7 TRENCH EXCAVATION

13.7.1 TRENCHES GREATER THAN FIVE FEET

Pursuant to Labor Code section 6705, if the Construction Price exceeds $25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Design-Builder shall, in advance of excavation, submit to the Owner or a registered civil or structural engineer employed by the Owner a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

13.7.2 EXCAVATION SAFETY

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the Owner or by the person to whom authority to accept has been delegated by the Owner.

13.7.3 NO TORT LIABILITY OF OWNER

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

13.7.4 NO EXCAVATION WITHOUT PERMITS

The Design-Builder shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

13.8 WAGE RATES

13.8.1 WAGE RATES

Pursuant to the provisions of Article 2 (commencing at § 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the governing board of the Owner has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed for this Project from the Director of Industrial Relations ("Director"). These rates are on file with the Clerk of the Owner's governing board, and copies will be made available to any interested party on request. The Design-Builder shall post a copy of such wage rates at the Site.

13.8.2 HOLIDAY AND OVERTIME PAY

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification, or type of worker employed.

13.8.3 WAGE RATES NOT AFFECTED BY SUBCONTRACTS

The Design-Builder shall pay and shall cause to be paid each worker engaged in the Work not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Design-Builder or any Subcontractor and such workers.

13.8.4 CHANGE IN PREVAILING WAGE DURING BID OR CONSTRUCTION

If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which this public work is to be performed, such change shall not alter the wage rates discussed in the Notice to Bidders or the Contract subsequently awarded.

13.8.5 FORFEITURE AND PAYMENTS

Pursuant to Labor Code section 1775, the Design-Builder and any subcontractor under the Design-Builder shall as a penalty to the Owner, forfeit not more than two hundred dollars ($200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by the Design-Builder or by

any Subcontractor under it. Minimum penalties shall apply, as also provided in Civil Code section 1775. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on both of the following: (1) whether the failure of the Design-Builder or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected upon being brought to the attention of the Design-Builder or subcontractor; and (2) whether the Design-Builder or subcontractor has a prior record of failing to meet its prevailing wage obligations. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each work by the Design-Builder or subcontractor. Labor Code section 1777.1 shall also apply.

13.8.6 **MINIMUM WAGE RATES**

Any worker employed to perform Work, which Work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the Work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

13.8.7 **PER DIEM WAGES**

Pursuant to Labor Code section 1773.1, per diem wages includes employer payments for health and welfare, pension, and vacation pay.

13.8.8 **POSTING OF WAGE RATES AND OTHER REQUIRED JOB SITE NOTICES**

The Design-Builder shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned and all other required job site notices as prescribed by regulation.

13.9 **RECORD OF WAGES PAID: INSPECTION**

13.9.1 **APPLICATION OF LABOR CODE**

Pursuant to section 1776 of the Labor Code:

(a) Each Design-Builder and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of sections 1771, 1811 and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Design-Builder on the following basis:

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

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract and as may be required by the Labor Commissioner under Labor Code section 1771.4. The Design-Builder and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner monthly or more frequently, if so specified in the Agreement and in a format the Labor Commissioner prescribes.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement of the Department of Industrial Relations ("DIR"). If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the Design-Builder, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the Design-Builder.

(c) Unless required as of January 1, 2015, to be furnished directly to the Labor Commissioner under Labor Code section 1771.4(a)(3), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement of the DIR or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in (a) above.

(d) A Design-Builder or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement of the DIR shall be marked or obliterated to prevent disclosure of an individual's name, address and social

security number. The name and address of the Design-Builder awarded the Contract or the subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number. An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subsection.

(g) The Design-Builder shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The Design-Builder or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the Design-Builder or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement of the DIR, these penalties shall be withheld from progress payments then due. Design-Builder is not subject to a penalty assessment pursuant to this section due to the failure of the subcontractor to comply with this section.

13.10 **APPRENTICES**

13.10.1 **APPRENTICE WAGES AND DEFINITIONS**

All apprentices employed by the Design-Builder to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he

or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing with § 3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training. Contractor shall pay apprentices for any preemployment activities, as set forth in Labor Code section 1777.5.

13.10.2 APPRENTICE LABOR POOL

When the Design-Builder to whom the Contract is awarded by the Owner, or any Subcontractor under him or her, in performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Design-Builder and Subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the Site of the Project, for a certificate approving the Design-Builder or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the Administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject Design-Builder or Subcontractor, shall arrange for the dispatch of apprentices to the Design-Builder or Subcontractor in order to comply with this section. Every Design-Builder and Subcontractor shall submit the contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Site of the public work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Design-Builders or Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the Project, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

13.10.3 JOURNEYMAN/APPRENTICE RATIO; COMPUTATION OF HOURS

Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the job Site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Design-Builder shall employ apprentices for the number of hours computed as above before the end of the Contract. However, the Design-Builder shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the job Site. Where

an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one (1) apprentice for each five (5) journeymen in a craft or trade classification.

13.10.4 JOURNEYMAN/APPRENTICE RATIO

The Design-Builder or Subcontractor, if he or she is covered by this section upon the issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Design-Builder that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5) journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Design-Builder from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars ($30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

13.10.4.1 ***Apprenticeable Craft or Trade.*** "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a Design-Builder from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

A. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).

B. The number of apprentices in training in such area exceeds a ratio of 1-to-5.

C. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.

D. Assignment of an apprentice to any work performed under this contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

13.10.5 **RATIO EXEMPTION**

When exemptions are granted to an organization which represents Design-Builders in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Design-Builders will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

13.10.6 **APPRENTICE FUND**

A Design-Builder to whom the Contract is awarded or any Subcontractor under him or her, who, in performing any of the work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the Site of the Project, to which fund or funds other contractors in the area of the Site of the Project are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Project in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Design-Builder or Subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code section 227.

13.10.7 **PRIME DESIGN-BUILDER COMPLIANCE**

The responsibility of compliance with section 13.10 and section 1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Design-Builder.

13.10.8 **DECISIONS OF JOINT APPRENTICESHIP COMMITTEE**

All decisions of the joint apprenticeship committee under this section13.10 and Labor Code section 1777.5 are subject to Labor Code section 3081.

13.10.9 **NO BIAS**

It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code section 3077.

13.10.10 **VIOLATION OF LABOR CODE**

Pursuant to Labor Code section 1777.1, in the event a Design-Builder or Subcontractor fails to comply with the provisions of this section 13.10 and Labor Code section 1777.5, among other things:

(a) If a Contractor or Subcontractor willfully fails to comply, the Labor

Commissioner may deny to the Design-Builder or subcontractor, and to its responsible officers, the right to bid on, or be awarded or perform work as a subcontractor on, any public works project for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Labor Commissioner becomes a final order.

(b) A Design-Builder or subcontractor who violates section 1777.5 shall forfeit as a civil penalty an amount not exceeding the sum of one hundred dollars ($100) for each full calendar day of noncompliance. Upon receipt of a determination that a civil penalty has been imposed, the awarding body shall enforce the penalty, which includes withholding the amount of the civil penalty from the contract progress payments or retention then due or to become due.

(c) In lieu of the penalty provided, the Labor Commissioner may for a first time violation and with the concurrence of an applicable apprenticeship program, order the Design-Builder or subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance.

(d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund.

(e) The interpretation and enforcement of section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council.

Pursuant to Public Contract Code section 6109, no contractor or subcontractor may bid on, be awarded, or perform work as a subcontractor on a public works project if ineligible to bid or work on, or be awarded, a public works project pursuant to section 1777.1 of the Labor Code.

13.11 ASSIGNMENT OF ANTITRUST CLAIMS

13.11.1 APPLICATION

Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Design-Builder or Subcontractor offers and agrees to assign to the Owner 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. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders Final Progress Payment to the Design-Builder, without further acknowledgment by the parties. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor may, upon demand, recover from the Owner any portion of the

recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.11.2 ASSIGNMENT OF CLAIM

Upon demand in writing by the assignor, the Owner shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the Owner has not been injured thereby or the Owner declines to file a court action for the cause of action.

13.12 AUDIT

Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records, and files of the Owner, the Design-Builder, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars ($10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after release of all retention under this Contract. Design-Builder shall preserve and cause to be preserved such books, records, and files for the audit period. During the progress of the Work and for three (3) years after release of all retention under the Contract, Owner shall also have the right to an audit of all of Design-Builder's books, records, subcontracts, material and equipment contracts, files, and information related to the project, and Design-Builder must cooperate by producing all requested items within seven (7) days.

13.13 STORM WATER DISCHARGE PERMIT

If applicable, the Design-Builder shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ). The Notice of Intent must be sent to the following address along with the appropriate payment (warrant to be furnished by the Owner upon request by the Design-Builder, allow warrant processing time.): California State Water Resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, CA 95812-1977. The Design-Builder may also call the State Water Board's Construction Activity Storm Water Hotline at (916) 657-1146. The Notice of Intent shall be filed prior to the start of any construction activity.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE DESIGN-BUILDER FOR CAUSE

Design-Builder may not terminate performance for convenience. Design-Builder may only terminate performance for cause if the Work is stopped by others for a period of one hundred

eighty (180) consecutive days through no act or fault of the Design-Builder, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Design-Builder is contractually responsible, **and** the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Design-Builder may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, Design-Builder may terminate the Contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 GROUNDS FOR TERMINATION

The Owner may terminate performance of the Contract if the Design-Builder:

A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the Work toward Completion within the Contract Time;

B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;

C. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f);

D. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or

E. Otherwise is in breach of the Contract Documents.

14.2.2 NOTIFICATION OF TERMINATION

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, give notice to Design-Builder of the grounds for termination and demand cure of the grounds within seven (7) days (a "Notice of Intent to Terminate"). If Design-Builder fails to **either** (a) completely cure the grounds for termination within seven (7) days **or** (b) reasonably commence cure of the grounds for termination within seven (7) days and reasonably continue to cure the grounds for termination until such cure is complete, then Owner may

terminate performance of the Contract effective immediately upon service of written Notice of Termination and may, subject to any prior rights of Design-Builder's surety on the performance bond ("Surety"):

A. Take possession of the Site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder;

B. Accept assignment of subcontracts pursuant to section 5.4; and

C. Complete the Work by whatever reasonable method the Owner may deem expedient, including tender of completion to the Surety.

14.2.3 PAYMENTS

If the Owner terminates performance of the Contract for one of the reasons stated in section 14.2.1, the Design-Builder shall not be entitled to receive further payment until the Work is Complete.

If the unpaid balance of the Construction Price exceeds costs of Completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Design-Builder. If such costs exceed the unpaid balance, the Design-Builder shall pay the difference to the Owner. This payment obligation shall survive Completion of the Contract.

14.2.4 WRONGFUL TERMINATION

To claim a breach of contract or violation of law based on alleged wrongful termination for cause by the Owner, or if Design-Builder otherwise seeks any payment or damages related to a termination, within fifteen (15) days of the alleged breach of contract, violation of law, or wrongful termination Design-Builder shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Design-Builder need not submit a Notice of Potential Change or a Change Order Request.

14.2.5 INCLUSION OF TERMINATION FOR CONVENIENCE

Any purported termination by Owner for cause under this section 14.2, which is revoked or determined to not have been for cause, shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

14.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE

14.3.1 SUSPENSION BY OWNER

The Owner may, without cause, order the Design-Builder in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.1.1 ***Adjustments.*** An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

A. That performance is, was or would have been so suspended, delayed, or interrupted by another cause for which the Design-Builder is responsible; or

B. That an equitable adjustment is made or denied under another provision of this Contract.

14.3.1.2 ***Adjustments for Fixed Cost.*** Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

14.3.2 **TERMINATION BY THE OWNER FOR CONVENIENCE**

14.3.2.1 The Owner may, at any time, terminate performance of the Contract for the Owner's convenience and without cause.

14.3.2.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall:

1. Cease operations as directed by the Owner in the notice;

2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.3.2.3 In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

14.4 NOT A WAIVER

Any suspension or termination by Owner of performance by Design-Builder for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Design-Builder or others for damages based on breach of contract, negligence or other grounds.

14.5 MUTUAL TERMINATION FOR CONVENIENCE

The Design-Builder and the Owner may mutually agree in writing to terminate performance of this Contract for convenience. The Design-Builder shall receive payment for all Work performed to the date of termination in accordance with the provisions of Article 9.

14.6 **EARLY TERMINATION**

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

Qualifications for Design-Build Services

MCCLYMONDS HIGH SCHOOL PROJECT

Oakland Unified School District

OCTOBER 26, 2022

self-discovery responsibility accountability commitment

Submitted by

Alten Construction, Inc. as DBE with HKIT Architects

HQ: 1141 Marina Way South, Richmond, CA 94804

P: 510.234.4200 | F: 510.234.4221

bids@altenconstruction.com

www.altenconstruction.com

OAKLAND UNIFIED SCHOOL DISTRICT

Community Schools, Thriving Students

DESIGN

HKIT **LBE**

Jeff Evans
AIA LEED AP BD+C
Principal-in-Charge

Melissa Regan Byers
AIA, LEED AP
Project Manager

SUBCONSULTANTS

AGS, INC. - SLBE
Civil Engineer

IDA Structural Engineers - SLBE
Structural Engineer

Alter Engineers - VSLBE
Mechanical/Plumbing Engineer

Keller Mitchell - SLBE
Landscape Architect

CONSTRUCTION

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Bob Alten
Project Executive

Erik Andresen
Chief Estimator

Noel Stenberg or Eric Onick
Senior Project Manager

Joe Salow
General Superintendent

Stacy Barton or Guy Curtice
Superintendent

Robert Giraudo
Safety Manager

D-B ENGINEERS/ SUBCONTRACTORS

Tulum Systems - SLBE
Electrical Sub & Engineer

Cal Pacific Systems + RAM West Inc. - SLBE
Plumbing Subs Teaming Agreement

MCCLYMONDS HIGH SCHOOL DESIGN-BUILD PROJECT

Statement of Qualifications

10.26.22

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The PDF of this SOQ Response has been bookmarked per the above Item/Section #'s.

October 26, 2022

Attn: Tadashi Nakadegawa
Oakland Unified School District
Facilities Planning & Management
955 High Street, Oakland, CA 94601

Re: McClymonds High School Project

Mr. Nakadegawa:

Alten Construction and our LBE design subconsultant HKIT Architects are excited for the opportunity to provide a new look and energy to the McClymonds High School campus. We're also fully committed to meeting OUSD's LBU goals. As you can see from the enclosed org chart – our team is comprised of all Oakland SLBE design subconsultants and key design-build subcontractors. We will also actively encourage teaming agreements with SLBE and larger LBE contractors prior to bid day. We have teamed our proposed design-build plumbing subcontractors together as well as other subcontractors successfully on past OUSD projects. We will also perform a robust pre-bid outreach program focusing on Oakland SLBE/SLRBE/LBE subcontractors and suppliers – with a goal of exceeding the District's LBU requirements.

Alten and HKIT's recent experience together on the Glenview ES LLB project and separately on many other OUSD projects make us a good fit. We understand the political and emotional aspects of the McClymonds High School project and will endeavor to be a true partner to OUSD; assisting your district and the local community in achieving the goal of an increased interest in the school in order to increase the student body. At the same time, we'll provide a more functional, safe and attractive school for the current student body, teachers, and staff.

Alten Construction as the DBE and General Contractor would contract directly with the owner and act as the Design-Build Entity. As such, we have provided a separate packet including hardcopies of our financials and a line of credit letter, in addition to our electronically provided surety letter – all representing our ample ability to finance and bond your project. Our financial packet also includes three years of financials for our key design subconsultant HKIT Architects, so that you may feel secure that they as well are capable of completing your project.

Our design-build team as a whole has recent, solid experience in:

- Meeting OUSD Local Hire Goals
- Working Together as a Team in Partnership with Project Owners & Construction Managers
- K-12 Public Design-Build, Lease-Leaseback, and Design-Bid-Build Projects
- Designing and Building Public TK-12 Schools with DSA Oversight
- Bringing Projects in on Time and within Budget

Should you have any questions regarding our submittal during the RFQ evaluation stage, please contact Erik Andresen, Chief Estimator (510) 234-4200 ext. 15 or Karin Romeo, Bid Coordinator ext. 26, both can be reached via bids@altenconstruction.com. We also acknowledge receipt of Addenda 1-4.

Our team thanks you for your thoughtful consideration and we look forward to hearing from you soon.

Respectfully,

Robert A. Alten
PRESIDENT & CEO

Glenview Elementary School Campus Replacement - OUSD

STATEMENT OF LBU GOAL COMMITMENT AND METHOD OF SUCCESS

Alten Construction, the proposed DBE and contract holder for your project has solid recent experience building public schools and facilities in Oakland since 2011, beginning with Montera Middle School and most recently with the Glenview Elementary School Campus Replacement Lease-Leaseback project with HKIT Architects.

We have also participated in multiple successful joint ventures and mentor protege agreements with small local Oakland contractors over the years. For the McClymonds High School project, Alten and our AOR - HKIT Architects made a conscious decision to put together a design-build team consisting primarily of SLBE firms and either subcontracting directly to or teaming up as many SLBE subcontractors with larger LBE subcontractors for as many trades as possible, as we have done on past OUSD projects. We believe that the teaming of smaller, local contractors with more experienced larger contractors will ensure success for the SLBE as well as the project. We also feel that the more local contractors the better, because local community involvement develops a sense of pride and ownership in the project.

Our President, Bob Alten has served on the Construction Industry Advisory Board of the Construction Resource Center in Oakland and Richmond and several of our employees have taught classes there for the past five plus years - providing expert advice and knowledge to future local Oakland and Richmond contractors. Because of our history of building and teaming in Oakland, we have become familiar with working with OUSD, as well as meeting and sustaining LBU project goals throughout the life of the project.

Alten Construction's local outreach effort for McClymonds will be based on OUSD's Local Business Utilization Policy requirements with a focus on SLBE and they will be started immediately by our Bid Coordinator, the slated Project Manager and Site Superintendent, as well as our Estimators. Alten's chief estimator has been with the company for 24 years and has acted as both an estimator and a project manager for numerous construction projects. Because of this working history over the past 24 years in Oakland and the San Francisco Bay Area in general, we have positive relationships with numerous local Oakland subcontractors that have public school construction experience. Because subcontractor pricing drives the overall cost of a construction project, these positive relationships will result in reduced bid costs for your project.

Our outreach efforts include, but are not limited to emailing invitations to trade specific small/local Oakland subcontractors and suppliers from: a) the six (6) agencies listed in OUSD's LBU Policy; b) our 2,500+ Procore database; and c) referrals from subcontractors we know and have worked with. These emails are followed-up by phone calls from our team; advertising in and regular communication with local builders' exchanges and publications; and free electronic distribution of project documents from our on-line Procore plan room.

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STATEMENT OF LBU GOAL COMMITMENT AND METHOD OF SUCCESS

Prior to bid day on the Glenview Elementary School project in Oakland, Alten Construction combined local outreach meetings with the pre-bid / site visit meetings, tailoring a portion of the meetings towards the smaller, local subcontractors and holding them at more convenient times for ease of attendance. In these combined meetings, which we suggest for McClymonds as well, we have provided information and resources regarding Alten's CCIP program, DIR requirements, tracking certified payroll on LCP Tracker, insurance requirements, as well as the Districts' PLA, Local Hire, Skilled and Trained Workforce, and Apprenticeship requirements and goals.

Provision of information and assistance to local subcontractors doesn't stop on bid day for our team. Alten's administrators of contracts & insurance, certified payroll, and subcontractor payables, as well as our project managers, project engineers, and superintendents are all available to coach and advise local subcontractors to ensure that they stay on track and on schedule, and submit all required paperwork throughout the life of the project.

We are able to confirm that utilizing the methods noted above, Alten Construction has met and maintained S/LBE participation and local hire goals on all of our projects with Oakland Unified School District, West Contra Costa Unified School District, City & County of San Francisco, City of Richmond, County of Alameda and other school district and governmental agencies in the San Francisco Bay Area.

Stakeholder/Community Engagement
The process of planning and designing school facilities involves countless groups of people, many with different needs, concerns and desires. Alten Construction and our Architect partner HKIT take pride in involving these different stakeholders at the outset — from students to educators and school staff to the surrounding community — in order to provide successful and creative design solutions that not only meet district goals and objectives, but work for all those who will come in contact with and be inspired by the facility.

As an integral part of communities, schools serve as places of civic pride and activity and are often utilized for many purposes outside of the activities of a regular school day. Thus, community members, neighborhood associations and parents play an important role in creating new facilities. Alten's and HKIT's vast experience with diverse community groups includes presentations and information gathering at Town Hall style meetings, local service clubs and neighborhood associations.

It is no surprise that with the varying groups involved in a school design project, diverging viewpoints can also lead to issues and concerns. Throughout numerous projects, Alten and HKIT have successfully involved diverse community groups, faculty, trustees, parents, students, project committees and districts in resolving and supporting these issues. We view our role here not only as a listener, but also as a facilitator, providing a cooperative environment in which everyone concerned with a school can feel included in the decisions made.

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Lake Elementary School Campus Replacement - Design-Build - WCCUSD

PREQUALIFICATION COMMITMENT AND PROCESS

Alten Construction's methodology for determining Best Value subcontractor selection on our design-build projects is as follows. First, subcontractors are separated into two categories: MEP/FS and All other trades. Second, we follow the below steps for each category when reviewing subcontractor bids. And finally, we review our bid cost sheet and all subcontractor proposals with the District - selecting all trades as a team.

MEP/FS SUBCONTRACTOR TRADES

1. Has the subcontractor been prequalified through the District's prequalification process?
2. If Subcontractor is SLBE and a teaming agreement has not already been arranged, would they be interested in teaming with a larger LBE or non LBE subcontractor to perform a portion of the work?
3. Review of Subcontractor's proposal exclusions
4. Subcontractor's bid price
5. Discuss size of projects subcontractor has recently completed
6. Check subcontractor's references
7. What is the subcontractor's current workload and their manpower availability for this project?
8. Subcontractor's history working on OUSD and other School District projects
9. Subcontractor's history of working with Alten Construction

ALL OTHER SUBCONTRACTOR TRADES

1. If Subcontractor is SLBE and a teaming agreement has not already been arranged, would they be interested in teaming with a larger LBE or non LBE subcontractor to perform a portion of the work?
2. Review of Subcontractor's proposal exclusions
3. Subcontractor's bid price
4. Discuss size of projects subcontractor has recently completed
5. Check subcontractor's references
6. What is the subcontractor's current workload and their manpower availability for this project?
7. Subcontractor's history working on OUSD and other School District projects
8. Subcontractor's history of working with Alten Construction

For the McClymonds High School project, we have SLBE Electrical and Plumbing Subcontractors on our design-build team in order to encourage as much Oakland SLBE participation as possible. These subcontractors are already prequalified with OUSD, have licenses and DIR in good standing, and are either known to us from work on previous projects or referred to us by a trusted source.

Alten Construction's Best Value subcontractor selection methodology has worked well on our current and past design-build projects in the San Francisco Bay Area.

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HKIT ARCHITECTS

STATEMENT OF QUALIFICATIONS

Important Instructions:

"You" or "your" refers to the proposing Design-Build Entity.

For ***every*** question below, if you are a partnership or joint venture, you must provide ***separate answers*** for each of your partners or members. If a partner in a partnership or member of a joint venture believes that a question does not apply to it (e.g., a question about past liability for liquidated damages to an architect), the partner or member may explain why he/she believes that the question is not applicable to it. Questions of applicability will be determined by the District in its sole discretion.

A. General Information

1. Your name as it appears on license:

Alten Construction, Inc.

CIRCLE ONE: (Corporation) Partnership Sole Proprietorship Joint Venture

Contact Person: Karin Romeo, Bid Coordinator

Street Address (P.O. Box is not acceptable):

1141 Marina Way South, Richmond, CA 94804

Telephone: (510) 234-4200 Fax: (510) 234-4221

E-mail address: bids@altenconstruction.com

2. List all of your shareholders, partners, or members known at the time of this Statement of Qualifications who will perform work on the Project:

Alten Construction, Inc. as DBE - Robert A. Alten & Shannon M. Alten
Please see attached organizational chart for all design-build team
members that will subcontract to Alten Construction, Inc.

3. Attach to this Statement of Qualifications a copy of the organizational documents or agreement committing to form your Design-Build Entity.

B. **History and Ownership of Firm**

1. How many years have you been in business in California under your present business name and license number? 27 years

2. Has there been any change in your ownership at any time during the last three years?

   NOTE: A corporation whose shares are publicly traded is not required to answer this question; please indicate "N/A – Publicly traded corporation."

   ☐ Yes ☑ No

   If yes, please provide details on a separate signed page.

3. Are you a subsidiary, parent, holding company or affiliate of another firm?

   NOTE: Include information about other firms if one firm owns 50 percent or more of another.

   ☐ Yes ☑ No

   If yes, please provide details on a separate signed page.

4. Please provide the information appropriate to your form of entity.

   a. For Firms That Are Corporations

Date incorporated: 12/19/95

Under the laws of what state: CA

Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent of the corporation's stock.

Name	Position	Years with Company	% Ownership
Robert A. Alten	President & Treasurer	27	51%
Shannon M. Alten	VP & Secretary	27	49%

Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or 10 percent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm
Robert A. Alten	Alten Construction, Inc.	4/27/95 - Present (10/2022)
Shannon M. Alten	Alten Construction, Inc.	4/27/95 - Present (10/2022)

b. For Firms That Are Partnerships

Date of formation: N/A

Under the laws of what state: N/A

Provide all the following information for each partner who owns 10 percent or more of the firm.

Name	Position	Years with Company	% Ownership
N/A	N/A	N/A	N/A

Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company
N/A	N/A	N/A

c. For Firms That Are Sole Proprietorships

Date of commencement of business: N/A

Social security number of company owner: N/A

Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company
N/A	N/A	N/A

d. For Firms That Are a Joint Venture

Date of commencement of joint venture: N/A

Provide all of the following information for **each** firm that is a member of the joint venture:

Name of firm	% Ownership of Joint Venture
N/A	N/A

On a separate sheet provide all other pertinent information required in Sections 8.4.a-c, above, for **each** corporation, partnership or sole-proprietorship that is a member of the joint venture.

5. State your gross revenues for each of the last three fiscal years:

Current year: 2022 - TBD, 2021 - $80.5M

Previous year: 2020 - $97.2M

Year prior to previous year: 2019 - $94.1M

6. State the number of projects you have completed in each of the last three fiscal years:

Current year: 2022 - 5, 2021 - 12

Previous year: 2020 - 6

Year prior to previous year: 2019 - 9

7. Have you changed names or license numbers in the past five years?

☐ Yes ☑ No

If yes, explain on a separate signed page, including the reason for the change.

C. Bonds and Insurance

1. Name of bonding company/surety that will provide all bonds, including payment and performance bonds, for you on the Project: Fidelity and Deposit Company of Maryland

Name of surety agent, address and telephone number: Please see attached

Please attach a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California) which states your current bonding capacity.

2. List all other sureties (name and full address) that have written bonds for you during the last five years, including the dates during which each wrote the bonds:

Fidelity and Deposit Company of Maryland, a subsidiary of Zurich North America Surety, has been Alten Construction's surety company for the last 17 years (12/21/05 - Present 2022).

Address: 525 Market Street Suite 2900 San Francisco, CA 94105

3. For all insurance that will be provided for the Project (including CGL, auto, errors and omissions, and builder's risk), list the agent (including company name, address, telephone, and fax number) and insurance company that will provide the required insurance on this contract:

AGENT: Deanne Glover or Maria Hill

COMPANY NAME: Heffernan Insurance Brokers

ADDRESS: North Bay Branch, 101 Second Street, Suite 120, Petaluma, CA 94952

email: DeanneG@heffins.com or MariaH@heffins.com

PHONE: (707) 789-3053 FAX: (N/A) _____

INSURANCE COMPANY: Please see attached

D. Financial Information

1. Attach the most current audited year-end financial statement for you which must have been prepared by a certified public accountant within twelve (12) months of submission of this statement of qualifications. Also, please provide the most current financial statement for you which must have been prepared within three (3) months of submission of this statement of qualifications. These statements must ensure that you have the capacity to complete the Project.

2. Name of accounting firm and primary contact: Buddy Wall, Partner, Moss Adams LLP

Address: 3558 Round Barn Boulevard, Suite 300, Santa Rosa, CA 95403

Telephone: (707) 535-4100

How many years has this accounting firm prepared financial statements for you? 17 Years

3. Banking information:

Name of Bank: Bank of Marin

Account Manager: Elizabeth Kulavic

Address: 5800 Northgate Drive, Suite 51, San Rafael, CA 94903

Telephone: (415) 485-2265

Account No.: Checking - See Sep. Hardcopy / Money Market - See Sep. Hardcopy

Line of Credit: See Sep. Hardcopy

Amount in Use: $0

How Secured: See Sep. Hardcopy

Expiration Date: See Sep. Hardcopy

(attach extra sheets for additional banks/accounts)

STATEMENT OF QUALIFICATIONS

Important Instructions:

"You" or "your" refers to the proposing Design-Build Entity.

For ***every*** question below, if you are a partnership or joint venture, you must provide ***separate answers*** for each of your partners or members. If a partner in a partnership or member of a joint venture believes that a question does not apply to it (e.g., a question about past liability for liquidated damages to an architect), the partner or member may explain why he/she believes that the question is not applicable to it. Questions of applicability will be determined by the District in its sole discretion.

A. General Information

1. Your name as it appears on license:

HKIT Architects

CIRCLE ONE: (Corporation) Partnership Sole Proprietorship Joint Venture

Contact Person: Jeff Evans, Principal

Street Address (P.O. Box is not acceptable):

538 Ninth Street, Suite 240, Oakland, CA 94607

Telephone: ( ) 510-625-9800 Fax: n/a

E-mail address: jevans@hkit.com

2. List all of your shareholders, partners, or members known at the time of this Statement of Qualifications who will perform work on the Project:

Jeff Evans, Principal

3. Attach to this Statement of Qualifications a copy of the organizational documents or agreement committing to form your Design-Build Entity.

B. History and Ownership of Firm

1. How many years have you been in business in California under your present business name and license number? 74 years

2. Has there been any change in your ownership at any time during the last three years?

   NOTE: A corporation whose shares are publicly traded is not required to answer this question; please indicate "N/A – Publicly traded corporation."

   ☐ Yes ☑ No

   If yes, please provide details on a separate signed page.

3. Are you a subsidiary, parent, holding company or affiliate of another firm?

   NOTE: Include information about other firms if one firm owns 50 percent or more of another.

   ☐ Yes ☑ No

   If yes, please provide details on a separate signed page.

4. Please provide the information appropriate to your form of entity.

   a. For Firms That Are Corporations

Date incorporated: 12/21/64

Under the laws of what state: CA

Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent of the corporation's stock.

Name	Position	Years with Company	% Ownership
Jeff Evans	President	18	29.18%
Paul McElwee	Chairman of the Board	17	29.18%
Christophe Laverne	CFO	9	29.18%

Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

N/A

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or 10 percent or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

b. For Firms That Are Partnerships

Date of formation: _____

Under the laws of what state: _____

Provide all the following information for each partner who owns 10 percent or more of the firm.

Name	Position	Years with Company	% Ownership

Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten per cent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

c. For Firms That Are Sole Proprietorships

Date of commencement of business: _____

Social security number of company owner: _____

Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.

NOTE: For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

d. For Firms That Are a Joint Venture

Date of commencement of joint venture: _____

Provide all of the following information for **each** firm that is a member of the joint venture:

Name of firm	% Ownership of Joint Venture

On a separate sheet provide all other pertinent information required in Sections 8.4.a-c, above, for **each** corporation, partnership or sole-proprietorship that is a member of the joint venture.

5. State your gross revenues for each of the last three fiscal years:

Current year: 18,392,692

Previous year: 19,963,067

Year prior to previous year: 18,030,6993

6. State the number of projects you have completed in each of the last three fiscal years:

Current year: 10

Previous year: 7

Year prior to previous year: 5

7. Have you changed names or license numbers in the past five years?

☐ Yes ☑ No

If yes, explain on a separate signed page, including the reason for the change.

C. <u>Bonds and Insurance</u>

1. Name of bonding company/surety that will provide all bonds, including payment and performance bonds, for you on the Project: n/a for HKIT, refer to Alten Construction as DBE

Name of surety agent, address and telephone number: _____

Please attach a notarized statement from an admitted surety insurer (approved by the California Department of Insurance and authorized to issue bonds in the State of California) which states your current bonding capacity.

2. List all other sureties (name and full address) that have written bonds for you during the last five years, including the dates during which each wrote the bonds:

n/a for HKIT, refer to Alten Construction as DBE

_____

_____

_____

3. For all insurance that will be provided for the Project (including CGL, auto, errors and omissions, and builder's risk), list the agent (including company name, address, telephone, and fax number) and insurance company that will provide the required insurance on this contract:

AGENT: Nancy Ferrick

COMPANY NAME: AssuredPartners Design Professionals Insurance Services, LLC

ADDRESS: 3697 Mt. Diablo Blvd., Suite 230, Lafayette, CA 94549

_____

PHONE: (510) 272-1400 FAX: (____) _____

INSURANCE COMPANY: XL Speciality Insurance Company and Sentinel Insurance Company

D. Financial Information

1. Attach the most current audited year-end financial statement for you which must have been prepared by a certified public accountant within twelve (12) months of submission of this statement of qualifications. Also, please provide the most current financial statement for you which must have been prepared within three (3) months of submission of this statement of qualifications. These statements must ensure that you have the capacity to complete the Project.

2. Name of accounting firm and primary contact: Calegari & Morris, David Cuneo

Address: 650 California Street, 3rd Floor, San Francisco, CA 94108

Telephone: 415-955-0344

How many years has this accounting firm prepared financial statements for you?

One year. Prior to Calegari & Morris, HKIT Architects engaged the accounting firm, Mah & Associates, LLP for more than 20 years.

Mah & Associates, LLP
201 California Street, #411
San Francisco, CA 94111
t. 415-981-1111

3. Banking information:

Name of Bank: Wells Fargo Bank

Account Manager: Kevin Bartz

Address: 794 Davis Street, Suite 100, P.O. Box 1753

San Leandro CA 94577

Telephone: 510-347-2501

Account No.: can be provided upon request, but refer to HKIT Architects' financial balance sheets for 2019-2021

Line of Credit: Refer to Alten Construction's line of credit as DBE

Amount in Use: Refer to Alten Construction's line of credit as DBE

How Secured: Refer to Alten Construction's line of credit as DBE

Expiration Date: Refer to Alten Construction's line of credit as DBE

(attach extra sheets for additional banks/accounts)

E. Licenses

1. List all California design professional and contractor licenses held by you, including license numbers, classifications, and expiration dates. If the license is held in the name of a corporation, partnership, or joint venture, also list the names of the qualifying individual(s) listed who meet(s) the experience and examination requirements for each license.

CSLB #705713, Classifications A & B, Exp. 6/30/24

Robert A. Alten

Please see attached table for all of our subconsultants' design licenses including HKIT Architects, Inc.

2. List all California design professional and contractor licenses held by individuals or entities that you will be hiring as subconsultants or subcontractors for the Project, including license numbers, classifications, and expiration dates. If the license is held in the name of a corporation or partnership, also list the names of the qualifying individual(s) listed who meet(s) the experience and examination requirements for each license.

Consultant	License #	Exp. Date
HKIT Architects, Inc.	C-32430	10/31/23

Please see attached table for the remainder of our design team's licenses

3. Will you have every design professional, contractor, and license necessary to legally perform its duties and obligations for the Project, including design and construction?

☑ **Yes** ☐ **No**

If "no," explain here or on a separate page.

4. Did you participate, or will you be retaining a consultant or contractor that participated, in the preparation of the Request for Qualifications or the Request for Bids or Proposals (including the bridging documents) for the Project?

☐ **Yes** ☑ **No**

NOTE: If the answer is "yes," then you will not be prequalified or short-listed for the Project.

F. Recent Projects Completed

Please provide the information requested below about all of your current public works projects, public works projects completed in the last two years, and DSA-approved California K-12 public works projects completed in the last three years. Include all projects, whether using design-build, design-bid-build, lease-leaseback, or other delivery methods, and whether providing design or construction services. Names and references must be current and verifiable.

Use separate sheets of paper that contain all of the following information for each public works project:

Project Name: Please See Attached

Location: _____

Owner: _____

Owner Contact (name and current phone number): _____

Architect Engineering Firm: _____

Lead Architect or Engineer: _____

Architect or Engineer Contact (name and current phone number): _____

Contractor: _____

Contractor Contact (name and current phone number): _____

Construction Manager (name and current phone number): _____

Inspector of Record (name and current phone number): Please See Attached

Description of Project, Scope of Work Performed: _____

Total Value of Construction (including change orders): _____

Date Construction Commenced: _____

Original Contractual Completion Deadline: _____

Adjusted Completion Deadline Based on Time Extensions Granted by Owner: _____

Actual Date of Completion: _____

Architect or Engineer: _____

General Contractor's Project Manager (lead contact in office): _____

General Contractor's Superintendent (lead contact on project site): _____

G. Apprenticeship Program Information

1. Provide the name, address and telephone number of the apprenticeship program sponsor(s) (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to your company for the Project.

Please See Attached

2. If you operate your own State-approved apprenticeship program:

   (a) Identify the craft or crafts in which you provided apprenticeship training in the past year.

   (b) State the year in which each such apprenticeship program was approved, and attach evidence of the most recent California Apprenticeship Council approval(s) of your apprenticeship program(s).

   (c) State the number of individuals who were employed by you as apprentices at any time during the past three years in each apprenticeship and the number of persons who, during the past three years, completed apprenticeships in each craft while employed by you.

H. Design Qualifications

1. Do you possess a valid and current California architectural or engineering license for the Project?

☑ Yes ☐ No

State the license number(s): Jeff Evans, Principal #C-32430

2. For what design specialties will you be hiring subconsultants?

Civil - AGS, Inc.
Structural - IDA Structural Engineers
HVAC/Plumbing - Alter Consulting Engineers
Electrical - Tulum Systems (Direct to Alten)
Landscape Architecture - Keller Mitchell & Co.

3. Identify and describe all projects in the last 5 years that you have designed which are similar to the Project (other than those listed in response to Section F, above).

Please see attached HKIT project sheets for: OUSD's Glenview ES (Lease-Leaseback with Alten Construction); SFUSD's Thurgood Marshall HS Modernization; OUSD's Roosevelt MS Modernization; SFUSD's John Yehall Chin ES Modernization, and SRVUSD's San Ramon Valley High School.

4. Identify the proposed key personnel that will perform the design services necessary for the Project.

HKIT - Jeff Evans, AIA, LEED AP BD+C - Principal
HKIT - Melissa Regan Byers, AIA, LEED AR - PM
AGS, Inc. - Civil - Kenneth Litle & Erik Scheller
IDA Structural Eng. - John Kiland & Stephen deJesse
Alter Engineers - HVAC/Plumbing - M. Dehghani & S. Laudenslager
Tulum Systems - Electrical - Jeffrey Ansley (Dir. to Alten)
Keller Mitchell - Landscape Architect - Amy Cupples

5. For each person identified in response to the previous question, list evidence that he/she (a) has completed, or has demonstrated the experience, competency, capability, and capacity to complete, projects of similar size, scope, and complexity as the Project; and (b) has sufficient experience and training to competently manage and complete the construction of the Project.

Please refer to attached resumes.

6. Has your license, or any credential or registration, ever been revoked or suspended at any time in the last five years, even if later reinstated retroactively?

☐ Yes ☑ No

I. Construction Qualifications

1. Do you possess a valid and current Class B California contractor's license, which is required for the Project?

☑ **Yes** ☐ **No**

If yes, identify the holder of the license and the license number. Alten Construction, Inc. #705713 A & B

2. For what construction specialties will you be hiring subcontractors?

All trades with the exception of the following which we may opt to self-perform: Demolition, Concrete, Masonry, Framing, Finish Carpentry, and Earthwork.

3. Identify and describe all projects in the last 5 years that you have constructed which are similar to the Project (other than those listed in response to Section F, above).

Please see attached Alten project sheets.

4. Identify the proposed key personnel that will perform the construction services necessary for the Project.

Bob Alten, Project Executive
Erik Andresen, Chief Estimator
Noel Stenberg or Erik Onick, Senior Project Manager
Joe Salow, General Superintendent
Stacy Barton or Guy Curtice, Superintendent
Robert Giraudo, Safety Manager

Cal Pacific Syst. - Plumbing Sub - Ian Choi & Mick Kane
& RAM West - Plumbing SLBE Sub - Michael Hung
Tulum Systems - Electrical SLBE Sub - Rick Rodriguez

5. For each person identified in response to the previous question, list evidence that he/she (a) has completed, or has demonstrated the experience, competency, capability, and capacity to complete, projects of similar size, scope, and complexity as the Project; and (b) has sufficient experience and training to competently manage and complete the construction of the Project.

Please refer to attached resumes.

6. Do you have a liability insurance policy with a policy limit of at least $3,000,000 per occurrence and $5,000,000 aggregate?

☑ **Yes** ☐ **No**

7. Do you have current workers' compensation insurance policy as required by the Labor Code or are you legally self-insured pursuant to Labor Code section 3700 et seq.?

☑ **Yes** ☐ **No**

☐ Contractor is exempt from this requirement, because it has no employees.

8. Have you completed at least two California public school K-12 construction projects, subject to DSA approval?

☑ **Yes** ☐ **No**

9. Are you currently registered with the Department of Industrial Relations and qualified to submit a bid or proposal and to otherwise perform work on a public project pursuant to Section 1725.5 of the Labor Code?

☑ **Yes** ☐ **No**

10. Has your contractor's license, or any credential or registration, ever been revoked or suspended at any time in the last five years, even if later reinstated retroactively?

☐ **Yes** ☑ **No**

11. At the time of submitting this form, are you ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?

☐ **Yes** ☑ **No**

If yes, state the beginning and ending dates of your ineligibility to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract:

12. Are you currently the debtor in a bankruptcy or receivership case?

☐ **Yes** ☑ **No**

If yes, please attach a copy of the bankruptcy petition, showing the case number, and the date on which the petition was filed.

13. Has a surety firm completed a contract on your behalf, or paid for completion of a contract because you were terminated by the project owner within the last five (5) years?

☐ **Yes** ☑ **No**

14. Have you, or any of your owners, officers, partners, or members, ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

☐ **Yes** ☑ **No**

If yes, explain on a separate signed page, including identifying who was involved, the name of the public agency, the date of the investigation and the grounds for the finding.

15. Have you, or any of your owners, officers, partners, or members ever been convicted of a crime involving any federal, state, or local law related to design or construction?

☐ **Yes** ☑ **No**

16. Have you or any of your owners, officers, partners, or members ever been convicted of a federal or state crime of fraud, theft, or any act of dishonesty?

☐ **Yes** ☑ **No**

If yes, identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

J. Financial History & Licensing

1. Were you in bankruptcy or receivership any time during the last five years?

☐ **Yes** ☑ **No**

If yes, please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

2. Has any license held by you, or held by its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO), been suspended within the last five years?

☐ **Yes** ☑ **No**

K. Disputes

1. At any time in the last five years, have liquidated damages been assessed or levied against you under a construction contract with either a public or private owner?

☐ **Yes** ☑ **No**

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed or levied by the owner, amount of liquidated damages paid or credited by you to the owner, and all other information necessary to fully explain the assessment or levy of liquidated damages.

2. In the last five years have you, or any firm with which any of your company's owners, officers, partners, or members was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

NOTE: "Associated" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 4 on Part I of this form.

☐ **Yes** ☑ **No**

If yes, explain on a separate signed page. State whether the firm involved was the firm applying for prequalification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

3. In the last five years, have you been denied an award of a public works contract based on a finding by a public agency that you were not a responsible bidder?

☐ **Yes** ☑ **No**

If yes, explain on a separate page. Identify the year of the event, the owner, the project and the basis for the finding by the public agency.

NOTE: The following two questions refer only to disputes between you and the owner of a project. You need not include information about disputes between you and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than $50,000.

4. In the past five years, has any claim by a project owner (including a complaint) against you concerning your design or construction work on a project been filed in court or been the subject of arbitration?

☐ **Yes** ☑ **No**

If yes, on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature and amount of the claim (including a breakdown of the major elements of the claim), the court in which the case was filed, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

5. In the past five years, have you filed any claim (including a complaint) in court or arbitration against a project owner concerning work on a project or payment for a contract?

☐ **Yes** ☑ **No**

If yes, on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature and amount of the claim (including a breakdown of the major elements of the claim), the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

6. Have you had a contract for a public work of improvement in the last five years that was terminated for cause by a public entity, or terminated in whole or in part with or without your consent? **Note: You need not answer "yes" if the public entity terminated the contract for convenience.**

☐ **Yes** ☑ **No**

If the answer is "Yes," for each such contract attach a separate sheet identifying the owner, your bonding company, the original contract value, the value of the work terminated and a brief explanation of the circumstances leading to the termination.

7. At any time during the past five years, has any surety company made any payments on your behalf to satisfy any claims made against a performance or payment bond issued on your behalf, in connection with a construction project, either public or private?

☐ Yes ☑ No

If "yes," explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

8. In the last three years have you held a public works contract on which more than three (3) stop payment notices were served against your firm.

☐ Yes ☑ No

If "yes," explain on a separate signed page.

9. In the last 3 years have you had any Stop Payment Notice result in a claim against your Payment Bond?

☐ Yes ☑ No

If "yes," explain on a separate signed page.

L. Insurance and Bonding

1. In the last five years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for you?

☐ **Yes** ☑ **No**

If yes, how many instances? 0

2. If you were required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which you worked at any time during the last five years, state the percentage that you were required to pay, identify the project, identify the owner, and identify the dates of the project. You may provide an explanation for a percentage rate higher than one percent, if you wish to do so.

1 %

3. During the last five years, have you ever been denied bond coverage by a surety company, or has there ever been a period of time when you had no surety bond in place during a public construction project when one was required?

☐ **Yes** ☑ **No**

If yes, provide details on a separate signed sheet indicating the date when you were denied coverage and the name of the company or companies which denied coverage; and the period during which you had no surety bond in place.

M. Compliance with Law, Worker's Compensation, and Safety Record

1. Has CAL OSHA cited and assessed penalties against you for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five years?

Note: If you have filed an appeal of a citation and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ **Yes** ☑ **No**

If yes, attach a separate signed page describing each citation.

2. Has the federal Occupational Safety and Health Administration cited and assessed penalties against you in the past five years?

Note: If you have filed an appeal of a citation and the appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ **Yes** ☑ **No**

If yes, attach a separate signed page describing each citation.

3. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either you or the owner of a project on which you were the contractor, in the past five years?

NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.

☐ **Yes** ☑ **No**

If yes, attach a separate signed page describing each citation.

4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project?
Weekly

Describe your worker safety program: Please See Attached

5. List your Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:

NOTE: An Experience Modification Rate is issued to you annually by your workers' compensation insurance carrier.

Current year: .71

Previous year: .78

Year prior to previous year: .80

If your EMR for any of these three years is or was 1.00 or higher, you may, if you wish, attach a letter of explanation.

6. Within the last five years, has there ever been a period when you had employees but were without workers' compensation insurance or state-approved self-insurance?

☐ **Yes** ☑ **No**

7. State your average total recordable injury or illness rate and average lost work rate for the most recent three-year period: Average RIR = .78 / Average LWR = .78

N. Prevailing Wage and Apprenticeship Compliance Record

1. Has there been any occasion during the last five years on which you were required to pay either back wages or penalties for your failure to comply with the **state's** prevailing wage laws?

☐ **Yes** ☑ **No**

NOTE: This question refers only to your own violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

If yes, attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

2. During the last five years, has there been any occasion on which you have been penalized or required to pay back wages for failure to comply with the **federal** Davis-Bacon prevailing wage requirements?

☐ **Yes** ☑ **No**

If yes, attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

3. Other than as already described in response to any question above, have any other labor or environmental charges or penalties been assessed or levied against, or paid by, you or the owner of a project on which you were the contractor in the past five years?

☐ **Yes** ☑ **No**

4. At any time during the last five years, have you been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

☐ **Yes** ☑ **No**

If "yes," provide the date(s) of such findings, and attach copies of the Department's final decision(s).

If yes, attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, and the public agency for which it was constructed.

5. Will you agree to an enforceable commitment in the design-build contract that you and all of your subconsultants and subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project that falls within an apprenticeable occupation in the building and construction trades, as required by Education Code section 17250.25(c)?

☑ **Yes** ☐ **No**

CERTIFICATION

Statements of Qualifications submitted by a corporation must be signed by (1) the chairman of the board, president or any vice president, and then (2) the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name and title of each person signing and the legal name of the corporation (including the state of incorporation) shall also be typed or printed below the signature. Satisfactory evidence of the authority of each officer signing on behalf of a corporation shall be furnished with this certification.

Statements of Qualifications submitted by a partnership must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. The name and title of the person signing and the name of the partnership shall also be typed or printed below the signature.

Statements of Qualifications submitted by a joint venture must furnish the full name of all members of the joint venture and must be signed by a representative of each member who has authority to bind the member in such matters. The name and title of the person signing and the name of the member shall also be typed or printed below the signature.

Each person signing below makes the following representations under penalty of perjury:

The submitter of the foregoing answers to the questionnaire has read the same and the matters stated therein are true of his or her own personal knowledge. This information is provided for the purpose of qualifying to submit a bid or proposal for the Project, and any individual, company or other agency named herein is hereby authorized to supply the District with any information necessary to verify the prospective bidder's or proposer's statements. By signing below, the submitter and the Design-Build Entity hereby grant permission to the District to contact any or all of the above listed persons or entities to confirm facts or otherwise investigate the above facts and issues.

The submitter understands that any statement which is proven to be false shall be grounds for immediate disqualification from proposing on the Project. The submitter whose signature appears below represents and warrants that he or she has authority to bind the named contractor.

I, the undersigned, certify and declare that I have read all the foregoing answers and information in this Statements of Qualifications and know their contents. The matters stated in the Statements of Qualifications are true of my own knowledge and belief, except as to those matters

stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Evidence of authority to bind corporation is attached.

Signature	Signature
Robert A. Alten	Shannon M. Alten
Name	Name
President & CEO	Vice President & CFO
Title	Title
Alten Construction, Inc. (DBE)	Alten Construction, Inc. (DBE)
Entity Name	Entity Name
10/26/22	10/26/22
Date	Date
Signature	Signature
Name	Name
Title	Title
Entity Name	Entity Name
Date	Date

(Add additional signature pages as necessary to comply with the directions above.)

SURETY AGENT – PAST SEVENTEEN (17) YEARS

12/12/05 to Present 10/2022

Woodruff-Sawyer & Co.
88 Rowland Way
Suite 180
Novato, CA 94945

Contact: Patrick Diebel

Phone (415) 878-2466
Fax (415) 878-4923
Email pdiebel@wsandco.com

ZURICH

Zurich North America Surety
525 Market Street, Suite 2900
San Francisco, Ca. 94105
Phone: (415)538-7100
Fax: (415)538-7366

September 30th, 2022

Attn: Tadashi Nakadegawa
Oakland Unified School District
Dept. of Facilities Planning & Management
955 High Street
Oakland, CA 94601

Re: Alten Construction, Inc.
McClymonds High School Design-Build RFQ

Dear Tadashi,

Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland, have provided surety credit to Alten Construction, Inc. for single projects of $250,000,000 and an aggregate uncompleted backlog of $500,000,000. Zurich/F&D is rated "**A+**" (Superior) with a financial size category of **XV** ($2 billion +) by A.M. Best and is on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

If Alten Construction, Inc. is awarded a contract for the referenced project(s) and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between Alten Construction, Inc. and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely
Zurich American Insurance Company
Fidelity and Deposit Company of Maryland

Kelly Holtemann
Attorney-in-Fact

cc: Shannon Alten, Vice President
Alten Construction, Inc.

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

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

State of California)
County of Marin)

On Sept 30, 2022 before me, J. DeLuca, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Kelly Holtemann
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

J. DELUCA
Notary Public - California
Marin County
Commission # 2338744
My Comm. Expires Nov 27, 2024

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

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

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Valerie TAKEUCHI, Patrick R. DIEBEL, Charles R. SHOEMAKER, Mark M.MUNEKAWA, Alicia DASS, Peter TAM, Nerissa S. BARTOLOME, Yvonne RONCAGLIOLO, Andrew S. HOLLOWAY, Christina PARSONS, Kelly HOLTEMANN, Joan DELUCA, Thomas E. HUGHES, Karen RHODES **of San Francisco, California,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 05th day of May, A.D. 2022.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 05th day of May, A.D. 2022, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 30th day of September, 2022.

MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsfclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CURRENT INSURANCE CARRIERS & A.M. BEST RATINGS

2022 - 2023

General Liability **AM Best Rating – A XV**
Valley Forge Insurance Company
151 North Franklin Street, Chicago, IL 60606
P (707) 789-3073 / F (707) 781-0800
Contact: Deanne Glover, VP of Heffernan Insurance Brokers

Auto Liability **AM Best Rating - A XV**
Continental Casualty Company
151 North Franklin Street, Chicago, IL 60606
P (707) 789-3073 / F (707) 781-0800
Contact: Deanne Glover, VP of Heffernan Insurance Brokers

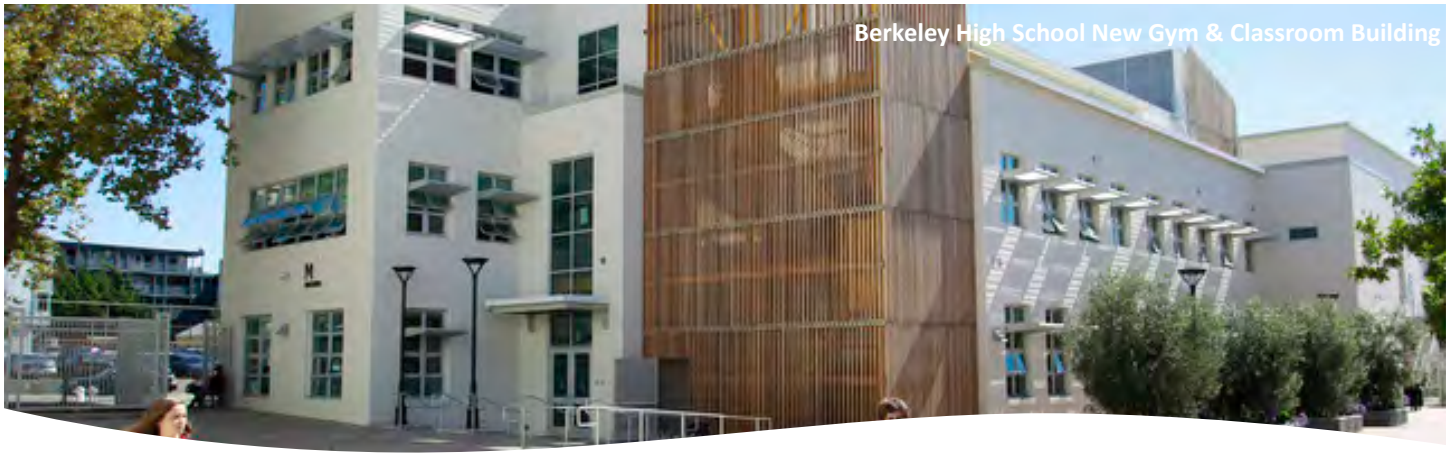
Excess/Umbrella Liability **AM Best Rating – A XV**
Continental Insurance Company
151 North Franklin Street, Chicago, IL 60606
P (707) 789-3073 / F (707) 781-0800
Contact: Deanne Glover, VP of Heffernan Insurance Brokers

Worker's Compensation/Employer's Liability **AM Best Rating – A XV**
National Union Fire Insurance Company of Pittsburgh, PA
175 Water Street, 18th Floor, New York, NY 10038
P (707) 789-3073 / F (707) 781-0800
Contact: Deanne Glover, VP of Heffernan Insurance Brokers

Professional Liability **AM Best Rating – A+ XV**
Indian Harbor Insurance Company
70 Seaview Avenue, Stamford, CT 06902-6040
P (707) 789-3073 / F (707) 781-0800
Contact: Deanne Glover, VP of Heffernan Insurance Brokers

Pollution Liability **AM Best Rating – A+ XV**
Indian Harbor Insurance Company
70 Seaview Avenue, Stamford, CT 06902-6040
P (707) 789-3073 / F (707) 781-0800
Contact: Deanne Glover, VP of Heffernan Insurance Brokers

Builders Risk **AM Best Rating – A XV**
TBD - Individual Carrier for each Job
P (707) 789-3073 / F (707) 781-0800
Contact: Deanne Glover, VP of Heffernan Insurance Brokers



SECTION D - FINANCIAL INFORMATION

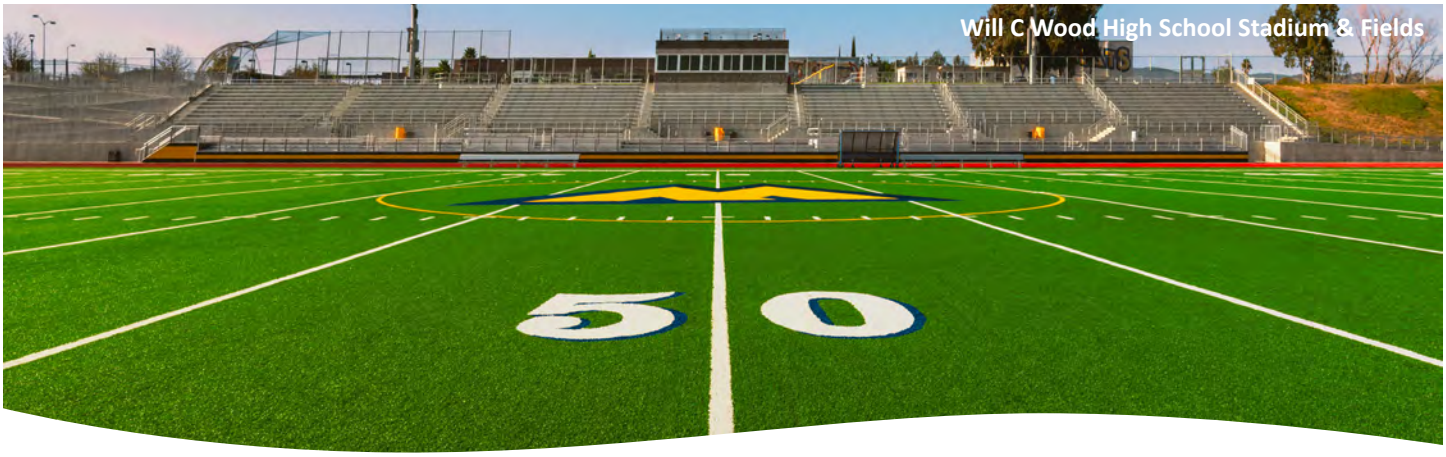
For your review, we have provided a hard copy packet of financial information; hand delivered to the District on October 26, 2022 by 2:00 PM and containing the following:

- Alten History and Overview Sheet
- Statement of Qualifications Form Page 15, Section 3, Item 3
  (Alten Construction's Confidential Banking Information)
- Alten 2021 Reviewed Financial prepared by Moss Adams LLP
- Alten 2022 Internal Quarterly Financial
- Alten Line of Credit Letter - Bank of Marin
- HKIT Architects - Financials 2021, 2020, 2019

Please note that Alten Construction is the proposed DBE/contract holder. Therefore, the majority of the information contained in the packet and provided electronically, including the surety letter noting our $250M single project/$500M uncompleted aggregate bonding amounts represents Alten Construction's ample ability to build, insure, finance and bond the McClymonds High School project.

ALTEN CONSTRUCTION SINCE 1995

HKIT ARCHITECTS



SECTION E - DESIGN AND CONSTRUCTION LICENSE INFORMATION

HKIT ARCHITECTS & SUBCONSULTANTS / ENGINEERS:

Architect of Record - HKIT Architects, Inc. LBE
Name: Jeff Evans - License No. C-1945932430
Issued: 1/25/10/ Exp. Date: 10/31/23

Civil Engineer - AGS, Inc. SLBE
Name: Kenneth Litle - License No: C-39230
Issued: 05/23/85 / Exp. Date: 12/31/23

Structural Engineer - IDA Structural Engineers SLBE
Name: Jon Kiland - License No: S-3036
Issued: 02/26/88 / Exp. Date: 6/30/24

Mechanical (HVAC & Plumbing) Engineer - Alter Consulting Engineers VSLBE
Name: Matthew Dehghani - License No. M-36987
Issued: 5/22/14 / Exp. Date: 9/30/24

Electrical Engineer - Tulum Systems SLBE
Name: Jeffrey Ansley - License No: E-19459
Issued: 1/7/11 / Exp. Date: 6/30/23

Landscape Architect - Keller Mitchell & Co. SLBE
Name: Amy Cupples - License No: 4488
Issued: 11/28/2000 / Exp. Date: 12/31/23

ALTEN CONSTRUCTION & DB SUBCONTRACTORS:

General Contractor & DBE - Alten Construction, Inc.
License No: 705713 / Classification: A & B
Issued: 4/27/95, Exp. Date: 6/30/24
DIR No: 1000000530, Exp. Date: 6/30/23

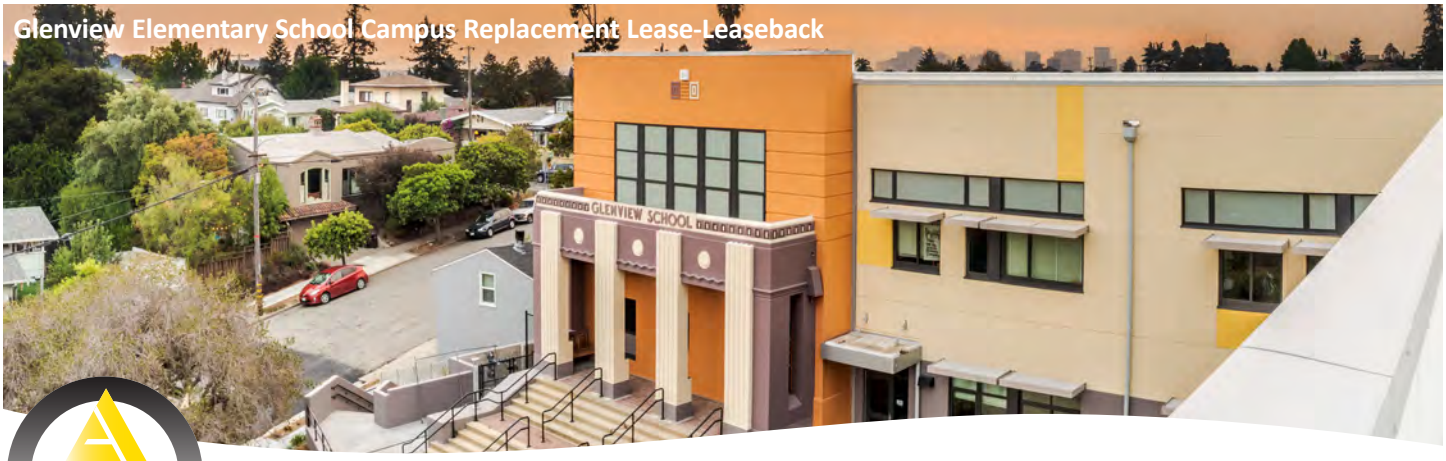
Electrical DB Subcontractor - Tulum Systems SLBE
License No: 1019937 / Classifications: C10 & B
Issued: 10/27/16, Exp. Date: 10/31/22 (renewal submitted)
DIR No: 1000044659, Exp. Date: 6/30/24

Plumbing DB Subcontractors - Teaming Agreement

RAM West, Inc. SLBE
License No. 955705 / Classification: C-36
Issued: 12/15/10, Exp. Date: 11/30/24
DIR No: 1000054549, Exp. Date: 6/30/25
&
Hydra Ventures, Inc. (dba Cal Pacific Systems)
License No. 924244 / Classifications: C-20, C-36
Issued: 10/28/08, Exp. Date: 10/31/24
DIR No: 1000004768, Exp. Date: 6/30/23

ALTEN CONSTRUCTION SINCE 1995

HKIT ARCHITECTS



ALTEN CONSTRUCTION SINCE 1995

K-14 PUBLIC SCHOOLS: DESIGN-BUILD AND LEASE-LEASEBACK GUARANTEED MAXIMUM PRICE PROJECTS SINCE 2015

Project	$ Amt	City	Year	SF	Grades & Type	GMP Type
San Mateo High School Brick Classroom Building Renovation	$6.1M	San Mateo	2015	21,000	9-12 & Mod.	Lease-Leaseback
Matanzas Elementary School Campus Modernization and Portable Classrooms	$4.9M	Santa Rosa	2015	110,208	K-6 Mod. & New	Lease-Leaseback
Azevada Elementary School and Mattos Elementary School Modular Classroom Building Additions	$5.4M	Fremont	2015	8,688	K-6 & New	Design-Build
Hoover Elementary School New Building and Rehabilitation of Existing Building	$21.1M	Burlingame	2016	31,687	K-6 Mod. & New	Lease-Leaseback
Miwok Valley Elementary School Modernization Increment 2	$6.3M	Petaluma	2016	31,456	K-5 & Mod.	Lease-Leaseback
Menlo-Atherton High School Classroom Building Increment 1	$20.4	Atherton	2017	101,794	6-12 & New	Lease-Leaseback
William G. Paden Elementary School Modernization	$3.7M	Alameda	2018	TBD	K-5 Mod. & New	Lease-Leaseback
Tierra Linda High School and San Carlos Charter School New Construction and Modernization	$18.8M	San Carlos	2018	55,920	6-12 Mod. & New	Lease-Leaseback
Lawrence Jones Middle School Fire Alarm Replacement and Band Room Addition	$6.3M	Rohnert Park	2019	95,100	6-8 Mod. & New	Lease-Leaseback
Love Elementary School and Lincoln Middle School Summer Modernizations	$12.7M	Alameda	2019	87,000	TK-5 & 6-8 Mod.	Lease-Leaseback
College of Marin The Bill and Adele Jonas Center and Building 18	$15.7M	Novato	2020	43,500	Comm. Coll. New	Design-Build
Albany High School New Classroom Buildings	$7.9M	Albany	2020	11,000	9-12 & New	Design-Build
Glenview Elementary School Campus Replacement	$46.1M	Oakland	2020	55,322	K-5 & New	Lease-Leaseback
San Rafael High School M.A.C.K. Building	$29.9M	San Rafael	2021	37,841	9-12 & New	Lease-Leaseback
Venetia Valley K-8 School Campus	$33.1M	San Rafael	2021	41,300	K-8 & New	Lease-Leaseback
Burlingame Intermediate School Modernization	$12M	Burlingame	2021	27,000	6-8 & Mod.	Lease-Leaseback
Cave Academy and Highland Elementary Schools Modernization	$9.9M	Vallejo	2021	82,239	K-8 & Mod.	Lease-Leaseback
Loma Vista Immersion Academy Portables Replacement	$7.4M	Petaluma	2021	8,420	K-6 Mod. & New	Lease-Leaseback
HVAC Upgrades to Bahia Vista Elementary School and Davidson Middle School	$5.8M	San Rafael	2021	TBD	K-8 & Mod.	Lease-Leaseback

ALTEN CONSTRUCTION SINCE 1995

K-14 PUBLIC SCHOOLS: DESIGN-BUILD AND LEASE-LEASEBACK GUARANTEED MAXIMUM PRICE PROJECTS SINCE 2015

Project	$ Amt	City	Year	SF	Grades & Type	GMP Type
Marshall Elementary School Modernization Increment 2	$1.3M	Castro Valley	2021	39,625	K-5 & Mod.	Lease-Leaseback
San Rafael High School S.T.E.A.M. Building	$16.7M	San Rafael	2022	18,566	9-12 & New	Lease-Leaseback
Marin Elementary School Campus Rebuild	$31.9M	Albany	2023	56,597	K-5 Mod. & New	Design-Build
Berkeley High School Classroom Building A and Theater Renovation	$44.7M	Berkeley	2023	107,000	9-12 & Mod.	Lease-Leaseback
Burlingame Intermediate School New Gym & Quad	$16.2M	Burlingame	2022	13,266	6-8 & New	Lease-Leaseback
IH U3 Substation and Underground Data / Communications Infrastructure Relocation	$750K	San Jose	2022	TBD	9-12 & New	Design-Build
Independence High School New Student Union	$21M	San Jose	2023	32,980	9-12 & New	Design-Build
ASPIRE's Berkley Maynard Academy	$7M	Oakland	2023	TBD	K-8 Mod. & New	Design-Build
Hogan Middle School Modernization	$12.7M	Vallejo	2023	TBD	6-8 & Mod.	Lease-Leaseback
Longfellow Middle School Modernization	$20.5M	Berkeley	2024	TBD	6-8 & Mod.	Lease-Leaseback
College of Marin Learning Resource Center	$82.2M	Kentfield	2024	TBD	Comm. Coll. New	Lease-Leaseback
Castro Valley High School Buildings 200, 300, 600 & 700, Culinary Arts & Playfields Modernization	$21M	Castro Valley	2023	TBD	9-12 Mod. & New	Lease-Leaseback
Lake Elementary School Campus Replacement	$54.6M	San Pablo	2025	TBD	K-6 & New	Design-Build

COLLEGE OF MARIN
NEW LEARNING RESOURCE CENTER

830 COLLEGE AVENUE, KENTFIELD CALIFORNIA

Chief Estimator: Erik Andresen
Senior Project Manager: Noel Stenberg
General Superintendent: Joe Salow
Superintendent: Trevor Simon
Project Engineer: Thomas Avice

Owner: Marin Community College District
Name: Greg Nelson, Assistant Superintendent & Vice President of Administrative Services
Contact: (415) 883-2211 x8100 / gnelson@marin.edu

Architect: Group 4 Architecture Research + Planning, Inc.
Name: David Schnee, Principal
Contact: (650) 871-0709 / dschnee@g4arch.com

Construction Manager: Gilbane Building Company
Name: Kenneth Kerch, Senior Project Manager
Contact: (669) 207-7872 / kkerch@gilbaneco.com

Current Value (including change orders): $82,000,000

Construction Duration Dates: 10/2022 - 8/2025
# of Unapproved Delays: 0

Total Square Footage: ~60,000 (Building Only)

Delivery Method: Lease-Leaseback GMP

PROJECT DESCRIPTION

This project is located on the occupied Kentfield campus of the College of Marin and will include a lengthy pre-construction services phase during which Alten Construction will perform all of our standard lease-leaseback pre-construction services, assist with the final design of the project, and complete several make-ready projects under a separate job number that will prepare the site and campus for the new building including:

- Re-Routing of Fiber Optics
- Re-Routing of Geothermal
- XFMR Relocation
- College Avenue Utilities

Increment 1 - 10/2022 - TBD
Demolition of the existing multi-floor Learning Resources Center and existing features in the courtyard between the LRC and the Student Services Center.

Increment 2 - TBD - 8/2025
Construction of the new multi-level Learning Resources Center and the adjacent parking and circulation.

Self-Performed Work:

Selective demolition, rough & finish carpentry, building concrete, and installation of site furnishings, etc.

Special Circumstances & Challenges:

Occupied campus in a high-use area with little available laydown area or parking, Native American archaeological site with numerous findings and resultant delays, and located in the vicinity of a creek in an active flood zone. Project is subject to PLA, Skilled & Trained Workforce Requirements, and an OCIP.

CITY OF SAN RAFAEL PUBLIC SAFETY CENTER

1375 FIFTH AVENUE, SAN RAFAEL, CALIFORNIA

Chief Estimator: Erik Andresen
Senior Project Manager: Eric Onick
On-Site Project Manager: Peter Dickinson
General Superintendent: Joe Salow
Superintendent: Trevor Simon

Owner: City of San Rafael
Name: Cristine Alilovich, Assistant City Manager
Contact: (415) 485-3070
cristine.alilovich@cityofsanrafael.org

Architect: Mary McGrath Architects
Name: Mary McGrath
Contact: (510) 208-9400
mmcgrath@marymcgratharchitects.com

Construction Manager: Kitchell CM
Name: Jorge Meza
Contact: (916) 661-0039
jmeza@kitchell.com

Final Value: $35,465,271

Start Date: 2/5/18
Completion Date: 8/26/20
# of Unapproved Delays: 0

Delivery Method: Best-Value / Design-Bid-Build

Total Square Footage: 43,500

Self-Performed Work - 16%: Building Foundations and Footings, CMU Bucks, Installation of FOB Steel, Rough Carpentry, etc.

Challenges: Complex coordination of shoring, forming, and placing the concrete deck, Inclement weather, COVID-19, and SWPPP.

PROJECT DESCRIPTION

The Public Safety Center is the largest public works contract to date for the City of San Rafael and it houses the San Rafael Police & Fire Departments, the new Fire Station 51, and all associated offices and support. The 43,500 sf, steel-framed facility is LEED Gold and includes a 17,217 sf basement and apparatus parking area, a shared central lobby with Kawneer curtain wall and storefront systems, Kawneer sunshades, and multiple, complex interrelated building systems.

San Rafael Police Department Features:

- All SRPD units including records, administration and the Office of the Chief, patrol operations, investigations, dispatch, evidence and property, and professional standards.
- On-site parking for patrol & specialty support vehicles.

San Rafael Fire Department Features:

- The fire department administrative division which includes the office of the Fire Chief, the fire prevention bureau and administrative staff.
- An emergency operations center that includes seating for 60 and training at tables for 24 with support areas for the emergency management functions. This emergency operation center will also function as the facilities training classroom and as a community meeting space.
- The Fire Engine 51 Company with apparatus bay space for cross-staffing a truck and a secure bay for the BC vehicle. It provides living accommodations for four fire fighters and the BC.

Joint Facilities Include: Conference rooms, Emergency Operations Center (EOC) & Training room, Break rooms, Sleeping rooms, Fitness room, Lobby and Public restrooms, Men's and women's staff toilets, and all infrastructure support areas including computer rooms, electrical rooms, etc.

VENETIA VALLEY K-8 SCHOOL: INTERIM HOUSING INCREMENT 1 - DEMO & SITE WORK INCREMENT 2 - CONSTRUCTION

177 NORTH SAN PEDRO ROAD, SAN RAFAEL, CALIFORNIA

Chief Estimator: Erik Andresen
Senior Project Manager: Noel Stenberg
General Superintendent: Joe Salow
Site Superintendent: Tim Brown
Project Engineer: Thomas Avice

Owner: San Rafael City Schools
Name: Dan Zaich, Director of Capital Improvements
Contact: (415) 492-3285 / dzaich@srcs.org

Architect: SVA Architects, Inc.
Name: Chris Bradley
Contact: (510) 267-3180 / cbradley@sva-architects.com

Construction Manager: Cumming Consulting
Name: Teri Mathers, Senior Project Manager
Contact: (510) 604-0853 / tmathers@ccorp.usa

Final Value (including change orders): $33,124,953

Pre-Construction Dates: 2/12/18 - 6/15/18
Construction Dates: 6/19/18 - 3/1/21
# of Unapproved Delays: 0

Total Square Footage: 57,000

Delivery Method: Lease-Leaseback GMP

PROJECT DESCRIPTION

Interim Housing - Alten Job #201802
Start Date: 06/19/18 & Complete Date: 04/12/19
Installation of 24,000 SF of classroom and restroom relocatable buildings from stockpile and (E) buildings on site to serve as interim housing during Increment 2 Modernization of the school. Includes some civil and site work.

Increment 1 - Demo & Site Work - Alten Job #201809
Start Date: 09/20/18 & Complete Date: 5/25/19
Abatement, demolition, utilities and site work in preparation for Increment 2 - Construction.

Increment 2 - Construction - Alten Job #201810
Start Date: 03/2019 & Complete Date: 11/25/20
Construction of a new, 2-story, 33,000 SF, wood-framed classroom building with 23 classrooms and 7 supporting office spaces and construction of a new, 8,300 SF, CMU framed multi-purpose (MPR) building which will house a high volume MPR for assembly, school lunch and other group activities. The MPR building will also house a mix of other spaces that include multi-stall bathrooms, warming kitchen, classrooms, offices and a campus family center. CHPS Project.

Increment 3 - Decommission Interim Housing - Alten Job #201810 - Start Date: 11/25/20 & Complete Date 3/1/21

Self-Performed Work:
Fences, Barricades, Shoring, Trench Protection, Structural Concrete, Rough and Finish Carpentry, and Misc. Labor.

Value Engineering Ideas and Savings:
Extending Project by 3 months vs. Overtime to meet Schedule ($142,000)
Change in Casework Layout & Finishes ($171,000)

Challenges: Demolition and construction in center of an occupied campus, replacement of entire school's electrical infrastructure while occupied, path of travel during construction, and neighbor public relations.

SAN RAFAEL HIGH SCHOOL M.A.C.K. MADRONE, ADMINISTRATION, COMMONS AND KITCHEN

150 THIRD STREET SAN RAFAEL, CALIFORNIA

Chief Estimator: Erik Andresen
Senior Project Manager: Andrew Nortz
General Superintendent: Joe Salow
Superintendent: Brett Wing
Project Engineer Jered Smith

Owner: San Rafael City Schools
Name: Dan Zaich, Senior Director of Capital Facilities
Contact: (415) 492-3285 / dzaich@srcs.org

Architect: Hibser Yamauchi (HY) Architects, Inc.
Name: Lee Pollard
Contact: (510) 446-2222 / lpollard@hy-arch.com

Construction Manager: Greystone West Company
Name: John Dilena, Project Manager
Contact: (707) 888-1560 / john@greystonewest.com

Final Value (including change orders): $29,997,401

Pre-Construction Dates: 11/19/18 - 3/11/19
Construction Dates: 3/12/19 - 3/19/21
# of Unapproved Delays: 0

Total Square Footage: 37,841 (building only)

Delivery Method: Lease-Leaseback GMP

PROJECT DESCRIPTION

Pre-Construction for and construction of a new 2-story, structural steel building on an occupied high school campus consisting of administrative offices, student services, student commons, kitchen and Madrone Continuation High School Classrooms. CHPS Project.

Construction included 270 (18" & 24" in diameter) new drilled piers. Depth varied from 15' to 30' total embedment with a minimum of between 5' and 15' into bedrock.

The building is fully sprinklered and the framing is structural steel on drilled piers. Site work included re-configuration of the main parking lot at 3rd Street and a new Quad to the North of the new building. The new parking lot includes accessible parking spaces and EV charging stations. Includes path of travel to the new building and campus.

Quad work also included new path of travel site work upgrades to existing adjacent buildings.

Self-Performed Work:

Fences, Barricades, Finish Carpentry, and Miscellaneous Labor.

Value Engineering Ideas & Savings:

Revised layout of site retaining/seat walls in Quad: ($114,000)
Change to equal food service equipment package: ($100,000)
Change in constructibility of radiused metal soffit at upper roof for easier installation: ($250,000)

Challenges:

Underslab waterproofing changes, and phased schedule to accommodate an occupied campus.

HENRY M. GUNN HIGH SCHOOL CENTRAL BUILDING PROJECT

780 ARASTRADERO ROAD, PALO ALTO, CALIFORNIA

Chief Estimator: Erik Andresen
Senior Project Manager: Noel Stenberg
General Superintendent: Joe Salow
Superintendent: Brett Wing

Owner: Palo Alto Unified School District
Name: Eric Holm, Director of Facilities
(During Construction - Ron Smith - Retired)
Contact: See CM contact information

Architect: Deems Lewis McKinley Architecture (DLM-HED)
Name: Erwin Lee
Contact: (415) 800-5979 / elee@hed.design.com

Construction Manager: Fs3/Hodges Construction Management
Name: Tom Hodges for Neville Sumiran
Contact: (949) 445-3734 / tom@fs3h.com

Final Value (including change orders): $20,310,336

Duration Dates: 5/2/17 - 4/1/19
# of Unapproved Delays: 0

Total Square Footage: 29,656+

Delivery Method: Design-Bid-Build

PROJECT DESCRIPTION

The Central Building Project consisted of the demolition of three existing buildings and the construction of a new two-story 21,132 square foot student center building on the occupied Henry M. Gunn High School campus.

Scope of work also included an 8,524 square foot addition to the existing Spangenberg Auditorium, increasing this existing building from 30,090 SF to 38,614 SF.

There was approximately 1.25 acres of new exterior site and landscape improvements including new hardscapes, planters, seat walls, irrigation, planting, and decorative boulders around the new site located in the center of campus.

Self-Performed Work:
SWPPP, Structural Concrete, Misc. Interior Finish Carpentry, Architectural Louver Screens; Misc. Specialties.

SAN RAFAEL HIGH SCHOOL NEW STEAM BUILDING

150 THIRD STREET, SAN RAFAEL, CALIFORNIA

Chief Estimator: Erik Andresen
Project Manager: Peter Dickinson
General Superintendent: Joe Salow
Superintendent: Trevor Simon
Project Engineer: Tim McCready

Owner: San Rafael City Schools
Contact: Dan Zaich, Senior Director of Capital Facilities
Telephone: (415) 492-3285
Email: dzaich@srcs.org

Architect: Hibser Yamauchi (HY) Architects, Inc.
Contact: Lee Pollard
Telephone: (510) 446-2222
Email: lpollard@hy-arch.com

Construction Manager: Greystone West Company
Contact: John Dilena, Project Manager
Telephone: (707) 888-1560
Email: john@greystonewest.com

Current Contract (including change orders): $16,746,264

Duration Dates: 11/17/21 - 8/19/22
# of Unapproved Delays: 0

Total Building Square Footage: 18,566

Delivery Method: Lease-Leaseback GMP

PROJECT DESCRIPTION

Pre-Construction for and construction of a 2-story, ground-up Science, Technology, Engineering, Arts & Mathematics building and associated site work on an occupied high school campus.

The building will include science classrooms, a ceramics classroom, a design/engineering lab, other classrooms spaces, and restroom facilities.

Increment 1 had its own separate bid day and GMP and included demolition of the existing building and associated site work in preparation for Increment 2.

Increment 2 had its own separate bid day on 3/19/21, value engineering, and GMP, and consists of the construction of a new 2-story, fully sprinklered building and associated landscaping on an occupied high school campus.

Increment 2 also included the drilling of 55 piers for the new STEAM building. The average depth of each 2' diameter pier was 44' and they were each drilled 15' into bedrock.

Self-Performed Work:

Fences, Barricades, Finish Carpentry, and Miscellaneous Labor.

Challenges:

Phased schedule to accommodate occupied campus.

ANTIOCH HIGH SCHOOL, ANTIOCH

Project Name: Antioch High School Modernization & New Construction

Location: 700 W 18th St., Antioch, CA 94509

Owner: Antioch Unified School District

Owner Contact: Louie Rocha, Principal, 925.779.7550

Architect Engineering Firm: HKIT Architects

Lead Architect or Engineer: Melissa Regan Byers

Architect or Engineer Contact: Melissa Regan Byers, 510.625.9800

Contractor: W.A. Thomas

Contractor Contact: Jim Smith, 925.260.0174

Construction Manager: n/a

Inspector of Record: Robert Scott, 925.642.0914

Description of Project, Scope of Work Performed: In 2012 the Antioch community passed a $56.5M school facility improvement bond measure to modernize the historic high school to a 21st century high school. The planned facility improvements, implemented over the next 6 years, included four (4) major components: a new library/admin building, renovated sports facilities including a new pool and locker rooms, new larger cafeteria, and modernized classrooms. Classrooms were modernized with new technology and furniture that promote active student participation and collaboration. In an effort to develop a more personalized education, Antioch High School was redesigned from one large traditional high school of over 2,000 students to four small learning communities (SLC) of 500 students. The SLC model, also known as Linked-Learning, has provided students with the opportunity to develop positive and meaningful relationships with their classmates and teachers through focused Learning Academies. The four academies are Engineering Design for a Green Environment (EDGE), Environmental Studies (Eco Cats), Leadership Education Advocacy Development (LEAD) and Media Technology. This approach introduced students to their career pathway of choice and integrated into their college prep academic sequence of courses. A unique aspect of this campus transformation was that the campus was used as a learning tool for students. As part of the Linked Learning approach, the students were active participants in the planning and design process and were clearly invested in the outcome. The campus improvements were carefully planned and phased over time to allow for the construction to happen while the campus was occupied and maintain security and safety.

Total Value of Construction (including change orders): New Library/Admin: $9,048,533; New Cafeteria: $8,132,176; Classroom Modernization: $3,999,837; Classroom Wing 300, 400, 500 & 900: $2,116,000.

Date Construction Commenced: December 2012

Original Contractual Completion Deadline: n/a - ongoing work

Adjusted Completion Date Based on Time Extensions Granted by Owner: n/a

Actual Date of Completion: December 2021

Architect or Engineer: HKIT Architects

General Contractor's Project Manager: Jim Smith

General Contractor's Superintendent: Dave Abono

RICHMOND HIGH SCHOOL, RICHMOND

Project Name: Richmond High School New Gymnasium and Science Classroom Building Seismic Upgrades

Location: 1250 23rd St., Richmond, CA 94804

Owner: West Contra Costa Unified School District

Owner Contact: Luis Freese, Associate Superintendent, 510.307.4674

Architect Engineering Firm: HKIT Architects

Lead Architect or Engineer: Jeff Evans

Architect or Engineer Contact): Jeff Evans, 510.625.9800

Contractor: Lathrop Construction

Contractor Contact: Chris Van Pelt, 707.746.8000

Construction Manager: Elizabeth Bornstein, Swinerton, 415.246.6687

Inspector of Record: Gary Caruso, 530.613.0958

Description of Project, Scope of Work Performed: This project includes a 15,300 sf new practice gymnasium building with locker room, dance studio, and weight room, as well as the seismic upgrade and accessibility retrofit of the existing two-story Science Classroom Building. The addition of a student quad between the two buildings and leading towards the entry of the stadium provides a place to gather and a setting for outdoor learning activities. The project was delivered using the Design-Build method. The seismic scope of work for the existing Science Building involved tying the floor and roof to the precast concrete walls. Additional floor and roof framing was installed, and threaded rods were installed thru the precast concrete and tied into the new floor and roof framing so the building would stay “tied” together during a seismic event. All the additional seismic work was performed thru ceilings to avoid replacement costs associated with new roofing, flooring and/ or ceilings. The ADA upgrades included the addition of a new modular elevator to the exterior of the science building, new bathrooms, removal and replacement of all non-compliant doors and hardware and installation of new wayfinding signage.

Total Value of Construction (including change orders): $19,489,036

Date Construction Commenced: October 2019

Original Contractual Completion Deadline: April 2021

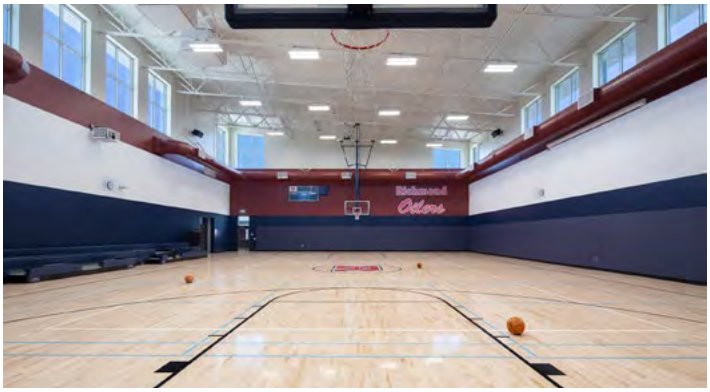
Adjusted Completion Date Based on Time Extensions Granted by Owner: n/a

Actual Date of Completion: April 2021

Architect or Engineer: HKIT Architects

General Contractor’s Project Manager: Chris Van Pelt

General Contractor’s Superintendent: Mark Lucero



Science Building

Weight Room

Dance Studio

FOOTHILL HIGH SCHOOL CTE & AMADOR VALLEY HIGH SCHOOL CLASSROOM BUILDING, PLEASANTON

Foothill HS CTE

Project Name: Amador Valley HS & Foothill HS Classroom Buildings

Location: 1155 Santa Rita Rd., Pleasanton, CA 94566 (Amador Valley HS), 4375 Foothill Rd., Pleasanton, CA 94588 (Foothill HS)

Owner: Pleasanton Unified School District

Owner Contact: Mike Rice, Construction Manager, 925.426.4281

Architect Engineering Firm: HKIT Architects

Lead Architect or Engineer: Jeff Evans

Architect or Engineer Contact: Jeff Evans, 510.625.9800

Contractor: MidState Construction

Contractor Contact: Kyle Williams, 707.559.2311

Construction Manager: Jenny Choi, 707.438.3790 (Amador Valley HS

Inspector of Record: Jason Zalinski, 209.652.9453

Description of Project, Scope of Work Performed: The new 11,300 sf CTE classroom building at Foothill High School includes nine specialized spaces for engineering, biomedical sciences, earth sciences, computer science, Special Day Classes. The new 16,200 sf classroom building at Amador Valley High School features classrooms for Special Day classes, science, and technology.

Total Value of Construction (including change orders): $8,784,563 (Amador Valley HS), $9,014,390 (Foothill HS)

Date Construction Commenced: November 2018

Original Contractual Completion Deadline: August 2021

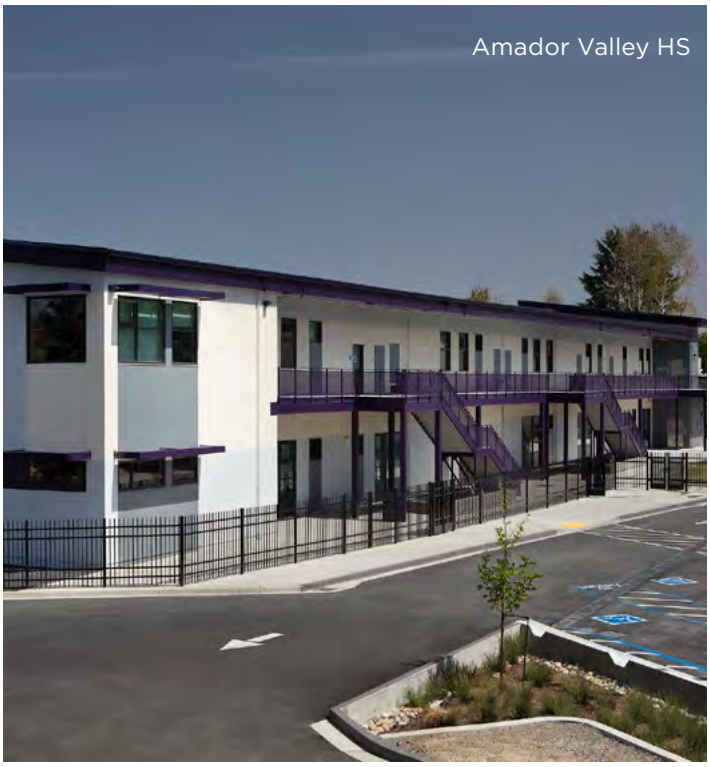
Adjusted Completion Date Based on Time Extensions Granted by Owner: November 2021

Actual Date of Completion: March 2022

Architect or Engineer: HKIT Architects

General Contractor's Project Manager: Kyle Williams

General Contractor's Superintendent: Aaron Frye



Amador Valley HS

Foothill HS Engineering


Foothill HS Science


Amador Valley HS Computer Lab


Foothill HS CTE


Amador Valley HS Special Day

PIEDMONT HIGH SCHOOL STEAM BUILDING, PIEDMONT

Project Name: Piedmont High School STEAM Building

Location: 800 Magnolia Ave., Piedmont, CA 94611

Owner: Piedmont Unified School District

Owner Contact: Pete Palmer, Facilities Director/CM, 510.594.2877

Architect Engineering Firm: HKIT Architects

Lead Architect or Engineer: Jeff Evans

Architect or Engineer Contact: Jeff Evans, 510.625.9800

Contractor: C. Overaa & Company

Contractor Contact: Mike Conrad, 510.234.0926

Construction Manager: Pete Palmer, Facilities Director/CM, 510.594.2877

Inspector of Record: Richard Thomsen, 707.953.2396

Description of Project, Scope of Work Performed: This prominent new classroom building on the Piedmont High School campus includes 20 classrooms supporting a Science, Technology, Engineering, Arts, and Mathematics (STEAM) curriculum. Art rooms and engineering labs include adjacent outdoor teaching spaces. The building was designed to fit on a small campus with limited available space for expansion with a vernacular that reflects the existing 1920s buildings. While the architecture is contextual, the building includes design features that are highly sustainable and energy efficient with the goal of achieving Zero Net Energy (ZNE).

Total Value of Construction (including change orders): $29,544,344

Date Construction Commenced: July 2018

Original Contractual Completion Deadline: August 2020

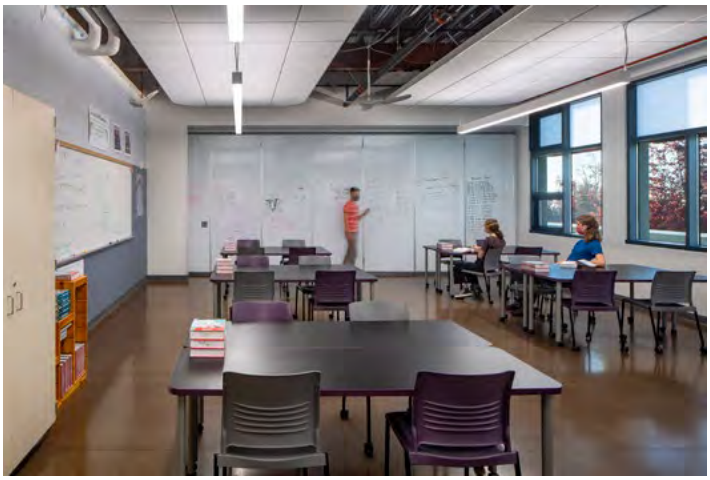
Adjusted Completion Date Based on Time Extensions Granted by Owner: December 2020

Actual Date of Completion: December 2021

Architect or Engineer: HKIT Architects

General Contractor's Project Manager: Mike Conrad

General Contractor's Superintendent: Tony Bruno



MADISON ELEMENTARY SCHOOL, SAN LEANDRO

Project Name: Madison Elementary School

Location: 14751 Juniper St., San Leandro, CA 94579

Owner: San Leandro Unified School District

Owner Contact: Aaron Kerrigan, Director of Facilities & Operations, 510.667.6220

Architect Engineering Firm: HKIT Architects

Lead Architect or Engineer: Jeff Evans

Architect or Engineer Contact: Jeff Evans, 510.625.9800

Contractor: Beals Martin, Inc.

Contractor Contact: Ron Talain, 650.556.5889

Construction Manager: Ridge Green, RGM Kramer, 925.671.7717

Inspector of Record: Jason Zalinski, 209.652.9453

Description of Project, Scope of Work Performed: The Madison Elementary School modernization project includes the conversion of former District Office space into an elementary school with science, STEAM, and maker space classrooms. As currently planned and approved, the project will include 9 standard classrooms, 1 science classroom, 1 STEAM classroom, 1 Maker Space, a library and student and staff toilet rooms, storage and MEP support spaces.

Total Value of Construction (including change orders): $3,898,572

Date Construction Commenced: April 2017

Original Contractual Completion Deadline: January 2020

Adjusted Completion Date Based on Time Extensions Granted by Owner: n/a

Actual Date of Completion: January 2020

Architect or Engineer: HKIT Architects

General Contractor's Project Manager: Ron Talain

General Contractor's Superintendent: Tom Pintarelli

CONSTRUCTION EMPLOYERS' ASSOCIATION

September 13, 2022

To Whom It May Concern:

This letter confirms that Alten Construction, Inc., a member of the Construction Employers' Association, is signatory to the following labor agreements covering work performed in the 46 Northern California Counties:

2022-2027 CEA/Carpenters Master Agreement for Northern California
2022-2027 CEA/Laborers Master Builders Agreement for Northern California

These Agreements require signatory contractors to employ apprentices in accordance with the applicable rules and regulations of the following respective labor-management Training Committees and the Apprenticeship Standards that have been registered with and adopted by the California Apprenticeship Council and Division of Apprenticeship Standards:

- Carpenters Training Committee for Northern California;
- Northern California Laborers Joint Apprenticeship Training Committee;

These programs have all been successful in graduating apprentices in each of the past six (6) years. Please find the respective addresses attached for these training committees. Alten Construction, Inc. is recognized by these Apprenticeship Committees as an approved employer to train apprentices.

If you have any questions, please contact me at (916) 978-8510.

Sincerely,

Ginny Smith
Contracts Manager

3800 Watt Avenue, Suite 215
Sacramento, CA 95821
Telephone (916) 978-8510
Fax (916) 978-8505

2175 N. California Blvd., Suite 420
Walnut Creek, CA 94596
Telephone (925) 930-8184
Fax (925) 930-9014

www.cea-ca.org

Carpenters Training Committee for Northern California
2350 Santa Rita Rd.
Pleasanton, CA 94566
(925) 462-9640

Northern California Laborers J.A.T.C.
1001 Westside Dr.
San Ramon, CA 94583
(925) 556-0858

HKIT ARCHITECTS

GLENVIEW ELEMENTARY SCHOOL, OAKLAND

Client / Owner: Oakland Unified School District

This elementary school is an entirely new replacement of an existing K-5 school for 520 students.

HKIT prepared master plan options for District, school site, neighborhood, and community input. The decision to replace the campus versus modernize the existing building was the result of detailed seismic analysis and an extensive community process. The resulting plan provides state-of-the-art healthy learning environments that include flexible breakout spaces, updated technology, and versatile gathering spaces for large group learning. The program includes 17 classrooms, specialized art, music and dance classrooms, library, multi-use/dining and administrative support spaces.

The school is designed to be a Zero Net Energy (ZNE) facility with the total consumed electricity met by energy produced from photovoltaic panels. Additionally, the buildings are extremely insulated, the HVAC system is highly-efficient, and natural daylighting is be maximized in order to reduce overall energy usage.

One challenge of the building design was incorporating the existing historic Art Deco portico into the new building façade. Retaining the Art Deco element was very important to the community and will incorporate the school's history and roots. New design elements provide lively patterns and colors as a reflection of the nature of the schools highly successful arts-focused curriculum.


KINDERS

HKIT ARCHITECTS

THURGOOD MARSHALL HIGH SCHOOL, SAN FRANCISCO

Client / Owner: San Francisco Unified School District

Founded in 1994 and located in the southeastern part of San Francisco, Thurgood Marshall Academic High School is a four-year college preparatory high school with a diverse student body. The campus was built in 1957 and consists of a large reinforced concrete building, typical of schools built in that era. Significant improvements were funded through past bond programs but work has not been done on the building since 2011.

The District identified several key needs at this school site and the design team confirmed these through the assessment process. Key issues included accessibility, fire/life safety and structural upgrades, educational/building code, health and safety needs, asset management, sustainability, and renovation. Budgetary cost was provide for each scope of work. Buildings to be modernized as a result of this assessment include the existing classroom wing, auditorium, and gymnasium.


Before


After

HKIT ARCHITECTS

JOHN YEHALL CHIN ELEMENTARY SCHOOL, SAN FRANCISCO

Client / Owner: San Francisco Unified School District

The John Yehall Chin Elementary School modernization project started with an extensive assessment that focused on creating safe, modern learning spaces in a World War I-era classic brick schoolhouse building.

Our design essentially created a new school within the original restored brick shell. Maintaining the building's façade and existing window openings meant that classrooms were in their original locations. While the original stairs remained, the design team reorganized nearly every non-classroom space to meet program and safety needs and improve circulation and functionality.

The structural concept was efficient and minimized its footprint and impact to interior spaces. Every major building system was replaced. The design team incorporated energy-efficient measures and worked closely with the district's sustainability and buildings and grounds departments to pilot features that were new to the district, such as hand dryers in restrooms and a condensing boiler for the heating system.

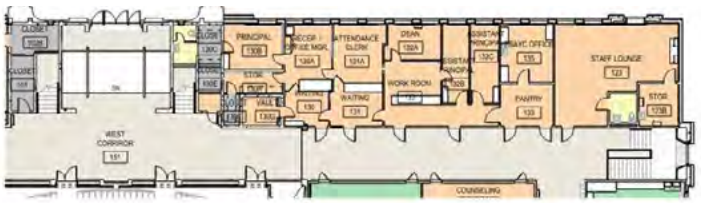
HKIT ARCHITECTS

ROOSEVELT MIDDLE SCHOOL, OAKLAND

Client / Owner: Oakland Unified School District

The main building for the Roosevelt MS in Oakland was originally built in 1922 and reconstructed in 1935. Work on the building over time has been limited. The project for OUSD was initiated by a campus-wide assessment to determine issues and needs, which were estimated to provide an understanding of project opportunities relative to project budget. This information was reviewed with project stakeholders, including community, staff, and leadership, to identify priorities and shape the project scope. The modernization project focuses on the main academic building to maximize the impact of the construction dollars on users and education.

The main aspects of the project include seismic via voluntary upgrades to mitigate potential liquefaction and lateral issues, a secured and accessible entry with renovated administration, replacement pf inefficient HVAC for user comfort, and right-sizing classrooms to CDE standards while also providing a new modular science building. School is to remain in session during construction, with a phased modernization and interim housing. Scope also included a thorough phasing and code analysis in conjunction with planning for temporary classrooms for a phased construction on a tight project site, while maintaining access, egress, and play yard was required to ensure uninterrupted education and project success.



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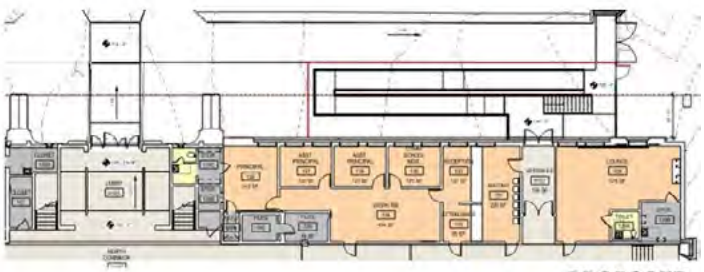


PROPOSED

HKIT ARCHITECTS

SAN RAMON VALLEY HIGH SCHOOL, DANVILLE

Client / Owner: San Ramon Valley Unified School District

This new 3-story classroom building, including 52 classrooms and support spaces, replaces eleven (11) aging classroom buildings on a crowded existing campus. Removal of the aging finger wing buildings allows for a large new student quad giving the campus a vital gathering and dining space as well as improved campus circulation. In addition to standard classrooms the new 105,000 square foot building includes12 science classrooms, a culinary academy, art, ceramics, leadership and SDC classrooms. Circulation is aided by a prominent, glassy bridge spanning the wings at the 2nd and 3rd floors.

Based on a prior master plan, which identified the need for a 3-story building, we began the programming and design process by confirming current project scope and budget with the District. This involved meeting with Faculty, District staff and the Facilities Oversight and Advisory Committee (FOAC) to refine program elements. Key requirements were flexible classrooms, fully equipped elective classrooms, a quad for student assembly and improved site circulation, and increased parking on campus.

The building was designed with elective classrooms (Fine Arts, Ceramics, Culinary, and Leadership) and SDC classrooms located on the ground floor with easy access to outdoor courtyard/quad space and van drop-off. Twelve (12) Science classrooms are located on two separate floors (stacked), maximizing efficiencies of plumbing and HVAC needs.


EAT

JEFF EVANS
AIA, LEED AP BD+C
Principal-in-Charge

Jeff joined HKIT in 2004, and has focused his career on the design of thoughtful, efficient and inspiring learning environments. As principal, he is one of HKIT's prime resources for sustainable building practices, wellness in education settings, innovative school design, and emerging trends in the K-12 sector. His experience includes complex district-wide Master Plans, modernizations and new construction, school assessments, facilitating community, faculty, and staff involvement, and public presentations.

He received his Master of Architecture from the University of California, Berkeley, and his Bachelor of Architecture from the University of Virginia. Jeff is a Licensed Architect in the State of California (#C-32430).

Berkeley US
- Berkeley Adult School Modernization
- Hopkins Preschool Modernization
- Longfellow MS Cafeteria
- Solar PV Systems, 7 Sites

Dublin USD
- Dublin ES Master Plan
- Murray ES Master Plan, Kindergarten & Childcare

Fremont USD
- Centerville MS Modernization
- Hopkins MS Modernization
- Patterson ES Modernization

Hayward USD
- Fairview ES

Jefferson Union HSD
- Adult Education Building & District Office
- Facilities Master Plan

Lafayette SD
- Modernization on Five Elementary School Campuses
- Stanley MS
- Needs Assessment & Master Plan

Livermore Valley Joint USD
- Arroyo Creek ES Shade Structure
- Facilities Master Plan
- Granada HS

Martinez USD
- John Muir ES

Oakland USD
- Glenview ES
- Jefferson ES
- Melrose Leadership Academy
- Roosevelt MS Assessment
- Roosevelt MS Modernization

Orinda SD
- Del Rey ES Modernizations
- Orinda Intermediate School Student Services Building
- Orinda Intermediate School Modernizations
- Sleepy Hollow ES MPR
- Sleepy Hollow ES Modernizations
- Wagner Ranch ES Modernizations

Piedmont USD
- Piedmont HS Master Plan
- Piedmont HS STEAM Classroom Building (ZNE)
- Piedmont HS Alan Harvey Theater

Pleasanton USD
- Amador HS Classroom Building
- Foothill HS CTE Classroom Building
- Harvest Park MS iPals Preschool Inclusive Playground
- Measure I Master Plan

River Delta USD
- Delta HS/CMS Cafeteria Modernization
- Facilities Master Plan
- Riverview MS Parking

Sacred Heart Cathedral Prep
- SLC Main Lobby

San Leandro USD
- District Office
- Facilities Master Plan

San Mateo Foster City SD
- Lead ES MPR

San Ramon Valley USD
- Capital Needs Analysis & Master Planning
- Golden View ES Modernization
- Green Valley ES Modernization
- Montevideo ES Modernization
- Neil Armstrong ES Seismic Analysis
- San Ramon HS Classroom Building
- Stone Valley MS Classroom Building & MPR
- Service Center Master Plan
- Vista Grande ES

Sonoma County Junior College District
- Santa Rosa Junior College Southwest Center

West Contra Costa USD
- Richmond HS Master Plan
- Richmond HS Science Building Seismic Upgrade
- Richmond HS Auxiliary Gymnasium

MELISSA REGAN-BYERS
AIA, LEED AP,
ASSOCIATE
Project Manager

Melissa has been an integral part of HKIT's project management team since she joined the firm in 2006. Her experience includes master planning, new construction and modernization of learning environments. She has a thorough understanding of the DSA process. Her community involvement includes mentoring students participating in Girls, Inc., and introducing them to the architectural profession. Melissa is a USGBC LEED-Accredited Professional, and has applied her understanding of sustainable design practices to Zero Net Energy and CHPS buildings.

She received her Bachelor of Architecture from Louisiana State University and is a licensed Architect in the State of California (#C-32943).

SCHOOL EXPERIENCE

Antioch USD
- Antioch HS Administration / Library Building
- Antioch HS Track & Field Project

The Carey School, San Mateo
- Master Plan
- Classroom / Multi-Purpose Building

Dublin USD
- Frederiksen ES Modernization
- Murray ES

Fremont USD
- Hopkins MS Master Plan
- Hopkins MS Conversion
  (Conversion from grades 7-8 to grades 6-8)

Lafayette SD
- Measure C Bond Work / Master Planning
- Stanley MS Classroom Buildings
- Lafayette and Happy Valley ES Classroom Buildings

Martinez USD
- John Muir ES

Nihonmachi Little Friends Preschool, San Francisco

Oakland USD
- Glenview ES Replacement School

Orinda Union SD
- Orinda Intermediate School Student Services
- Sleepy Hollow ES Multiuse Building
- 5 Campus Modernization

Piedmont USD
- Piedmont HS STEAM Classroom Building (ZNE)

River Delta USD
- Master Plan

San Mateo-Foster City SD
- Lead ES Multiuse Building

HOUSING EXPERIENCE

Arroyo Grande Villas, Yountville
- Family Housing and Community Space (25 units)

Channing House Retirement Community, Palo Alto
- Remodel & New Health Care Center (258 units)

The Forum Community Building, Cupertino
- Interior Remodel

Related California
- Lion Creek Crossings Phase V, Oakland (128 units)

OTHER EXPERIENCE

St. Anthony's Foundation, San Francisco
- Dining Hall and Social Work Offices

Kenneth Litle PE, PLS, LEED AP

PRINCIPAL CIVIL ENGINEER | AGS, Inc.

Firm: AGS, Inc.

Years of Experience: 40

Education:
BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, 1991

Professional Registration:
Registered Civil Engineer, CA #39230, Exp: 12/31/2023

Professional Land Surveyor, CA #L8018

Registered Professional Engineer, HI #7874C

US Green Building Council LEED® Accredited Professional

SUMMARY OF QUALIFICATIONS

Ken has over 40 years of extensive experience as a design engineer and project manager. He manages the design and review of all phases of municipal development and public works projects, oversees Quality Assurance/Quality Control procedures, monitors all project schedules and budgets. Ken also reviews technical papers and reports including utility studies, contract documents and specs, and documentation.

Ken is a LEED AP with extensive experience on LEED certified projects. He is also a Registered Land Surveyor with years of surveying and mapping experience including oversight of survey field crews and office personnel in preparation of topographic surveys, tentative maps, parcel maps, final subdivision maps, legal descriptions, and construction surveying.

PROJECT EXPERIENCE

UC Hastings College of Law Building Replacement Project, San Fran-cisco, CA. Principal Civil Engineer. Ken oversaw the civil engineering design scope of UC Hastings' new 57,500 GSF academic building including services from schematic design, design development, contract document peer review services, and construction administration services. AGS' site improvement plans included a site investigation of existing facilities (water, sewer, gas, electric and storm facilities), sidewalk improvement plan, utility plan, and stormwater control plan. This was a Design-Build Project.

UC Berkeley Sather Road ADA Improvement, Berkeley, CA. This project consists of regarding and replacement of AC pavement and sidewalks along Sather Road in front of California Hall in order to provide acceptable ADA path of travel to California Hall and other facilities to the north and south. The firm prepared construction drawings, including plans and details, for areas of new AC paving, AC overlay, and pavement grinding. Area of proposed paving improvements is approximately 16,000 sf. Scope included review of proposed grading plans and pavement pothole information to determine proposed AC paving section. The firm prepared an estimate of probable construction costs and implemented design revisions in response to comments from UC Berkeley project manager.

SFUSD Horace Mann Middle School, San Francisco, CA. AGS designed and prepared construction documents for a new sanitary sewer lateral servicing a temporary modular bathroom sited at Horace Mann Middle School.

Kenneth Litle PE, PLS, LEED AP (Continued)

PRINCIPAL CIVIL ENGINEER | AGS, Inc.

PROJECT EXPERIENCE

New Soccer Field Facilities, City College of San Francisco (CCSF), CA. Ken supervised staff for new soccer facilities project at CCSF's Ocean Campus [opened in 1935], which was funded by a local bond measure. He worked closely with CCSF and the landscape architect to provide civil engineering design for civil site improvements and grading, storm drainage, sanitary sewer, sustainability, erosion control, ADA-compliant access ramps, roadway alignment and geometrics, parking layout and delineation and structural improvements [8 retaining wall structures, reinforced concrete seating areas, and California Division of the State Architect approval]. The new facilities incorporate sustainable features and are ADA compliant.

University of San Francisco School of Business, San Francisco, CA. Design of the civil improvements for a new four-story classroom building, including grading, drainage and other utility systems on a steep site. Also managed other projects for USF, including the design of public improvements for the Kendrick Hall Law Library Renovation. Total construction cost for this project was $10 million, and site work cost was $1 million.

SFUSD School of the Arts [SOTA] - New ADA Curb Ramps, San Francisco, CA. Lead Civil Engineer. SOTA is a SFUSD alternative public high school offering training for talented and motivated students in Music, Dance, Visual Arts, Theatre, Theatre Design and Technology, and Media Production. Staff performed a fast-track project at SOTA High School (the former McAteer High School site on Portola Drive) which consisted of design for the construction of two enlarged ADA-compliant curb ramps on opposite sides of a driveway at the east end of the school. Included in the scope was the preparation of a topographic survey map necessary to set finished grade elevations and slopes. The design for the two ADA curb ramps to replace the existing ramps was essential in order to conform to ADA and City of San Francisco regulations. The firm also proposed to replace the asphaltic concrete in the driveway immediately between the ramps. The design project was fast-tracked and completed within 20 days of notice to proceed.

Erik Scheller PE, QSD

PRINCIPAL CIVIL ENGINEER | AGS, Inc.

Firm: AGS, Inc.

Years of Experience: 28

Education:
BS, Civil Engineering, California Polytechnic State University, San Luis Obispo, 1991

Professional Registration:
Registered Civil Engineer, CA #C58638, Exp: 12/31/2023

Qualified Storm Water Pollution Prevention Plan Developer

SUMMARY OF QUALIFICATIONS

Erik has 28 years of extensive experience as a design engineer and project manager. He has extensive experience in developing site and roadway grading and drainage plans, improvement plans, utility plans (sewer, storm drain, water, auxiliary water, etc.), stormwater management plans, and stormwater pollution prevention plans (SWPPP).

Erik's responsibilities have included the management and coordination of design projects including facilitation through the appropriate agencies. He has managed and coordinated the design of small to large private and public developments.

PROJECT EXPERIENCE

UC Hastings College of Law Building Replacement Project, San Francisco, CA. UC Hastings' new academic building is approximately 57,500 GSF. AGS' civil scope included services from schematic design, design development, contract document, peer review services, and construction administration services. AGS' site improvement plans include a site investigation of existing facilities (water, sewer, gas, electric and storm facilities), sidewalk improvement plans, utility plans, and a stormwater management plan. Erik was responsible for managing and coordinating the civil engineering and stormwater management design throughout this project. This was a Design-Build Project.

John McLaren Child Development Center, San Francisco, CA. Erik prepared the Site Grading and Drainage Plans, Sidewalk Improvement Plans, and Sediment and Erosion Control Plans. He also coordinated with client, consultants, and agencies from conceptual design to the completion of construction.

Abraham Lincoln High School Bungalow Replacement, San Francisco CA. Erik prepared the Site Grading and Drainage Plans for the removal of existing school bungalows and creation of new tennis courts as well as the entrance driveway and courtyard. He also coordinated with the client from conceptual to the completion of construction.

Alice Fong Yu Alternative School, San Francisco CA. Erik prepared the Site Grading and Drainage Plans for the accessible path to the garden area. He also prepared the Sidewalk Improvement Plan for the entrance driveway and entrance courtyard as well as coordinated with the client.

Sunset Cooperative Nursery School, San Francisco CA. Erik prepared the Site Grading and Drainage Plans and Sidewalk Improvement Plans for the renovation of the school and its courtyard. He also coordinated with client, consultants, and agencies from conceptual design to the completion of construction.

The Hamlin School, San Francisco CA. Erik prepared the Site Grading and Drainage Plans and Sidewalk Improvement Plans driveway leading to the area between the two school building, the area between the two buildings and the new green area to the west of the main building. He also coordinated with client, consultants, and agencies from conceptual design to the completion of construction.

STRUCTURAL ENGINEERS

JON KILAND, SE, SECB, F. SEAOC

ASSOCIATE

EDUCATION

University of California, Berkeley
Bachelor of Science in Civil Engineering, 1979

University of California, Berkeley
Master of Science in Structural Engineering & Structural Mechanics, 1982

REGISTRATION

California Civil Engineer, 1983 (#C36704, exp. 6/30/24)
California Structural Engineer, 1988 (#S3036, exp. 6/30/24)

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of Northern California,
President 2001-02, SEAONC Fellow,
Structural Engineers Association of California,
President 2008, SEAOC Fellow
American Society of Civil Engineers,
ASCE-7, National Standards Committee
Earthquake Engineering Research Institute
Co-Author, SEAOC Structural / Seismic Design Manual Series, 1997 - 2018

GENERAL EXPERTISE

Jon Kiland has over 40 years of experience in structural engineering design of education and public structures. His in-depth knowledge of the practice and his dedication to improving the safety of structures has garnered him multiple leadership roles in code development and the design industry.

DSA SCHOOL PROJECT EXPERIENCE

Jon has designed and been the SEOR for K-12 education facilities throughout his career as well as provided plan check services for DSA.

DETAILED PROJECT EXPERIENCE

Achieve Academy Design-Build, Oakland
Jon is designing a new 21,760 sf 2-story academic building for EFCPS Achieve Academy, a grade TK-5 Charter Elementary School authorized by the Oakland Unified School District.

Rancho Cotate High School Theater-Classroom- Gym Cotati-Rhonert Park USD, Cotati
Jon designed this 75,000 sf, $52M project providing academic, gym, and event spaces.

Leadership Public Schools Design-Build, Hayward
Jon is designing a new two-story classroom building with 15 replacement classrooms and 6 new classrooms under DSA oversight for this charter school.

American River College - STEM Building
Jon designed this new three-story, 57,000 sf, buckling restrained braced frame STEM building.

West Valley College Visual Arts Building, Saratoga
The replacement Visual Arts Building is a 19,000 sf, two-level building stepped into the hillside with a central courtyard.

Seismic Retrofit and Modernization of Castro Valley USD Schools*, Castro Valley
Seismic Retrofit of Chabot ES, Castro Valley ES, Marshall ES, Vannoy ES, and Castro Valley HS Gym

Seismic Evaluation and Retrofit Schemes for Cost Studies*:

- **Berkeley USD, All Schools in District**
- **West Contra Costa USD (70 schools)**
- **East Side UHSD, San Jose (14 High Schools)**

Castlemont High School, Theater Renovation and Garfield Elementary School, Modernization & ADA Upgrades*, Oakland USD, Oakland

*These projects designed while at another firm.

STRUCTURAL ENGINEERS

STEPHEN DeJESSE, SE

PRESIDENT

EDUCATION

California Polytechnic State University,
San Luis Obispo
Bachelor of Science in Architectural Engineering, 1986

REGISTRATION

California Civil Engineer, 1988 (#C43648, exp. 3/31/23)
California Structural Engineer, 1991 (#S3527, exp. 3/31/23)
Washington Professional Engineer, 1998 (#34970)
Nevada Professional Engineer, 2008 (#19780)

PROFESSIONAL AFFILIATIONS

Structural Engineers Association of Northern California
American Institute of Steel Construction

GENERAL EXPERTISE

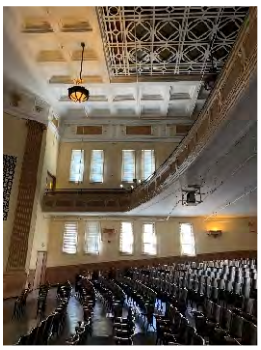
Steve DeJesse has over 37 years of experience in structural analysis, design, studies, and construction administration.

RELEVANT PROJECT LIST

- Laurel Child Development Center - OUSD
- Roosevelt Middle School Addition - OUSD
- Garfield Elementary School Seismic Study - OUSD
- Merritt Horticulture Complex, PCCD - Oakland
- Achieve Academy Charter School - Oakland
- Thomas Page Elementary School Modernization
- Mt Pleasant HS Student Center Upgrade - San Jose
- Pinole Middle School Improvements - Pinole
- Frick Middle School Modernization - OUSD
- Napa Valley College Seismic Safety Evaluations
- UC Berkeley Warren Hall Renovation
- College Prep School Additions - Oakland
- Michelle Obama Elementary School New Campus
- Blue Oak Middle School New Buildings - Napa

DETAILED PROJECT EXPERIENCE

Roosevelt Middle School, OUSD, Oakland



Steve conducted an ASCE 41-17 Tier 2 study and developed a report and rehabilitation recommendations on three existing buildings at Roosevelt Middle School. Based on the findings, IDA was chosen to design the upgrade of the classic Classroom/Auditorium building and design a replacement for the Cafeteria building. The gym will have only minor work. The replacement building is contemplated to be a new ~15,000 sf Cafeteria/ Kitchen/Classroom building on one or two stories. The Classroom/Auditorium building will be renovated with diaphragm and shear wall strengthening, out-of-plane wall anchorage, and possibly new shear walls at the perimeter – all in keeping with the classic architecture.

Achieve Academy, Design-Build, Oakland

Steve is SEOR for the new 21,760 sf 2-story academic building for EFCPS Achieve Academy, a grade TK-5 Charter Elementary School authorized by the Oakland Unified School District. The new facility is planned to include 20 classrooms, flex spaces, and more.

Garfield Elementary School Seismic Study, OUSD

Steve is conducting an ASCE 41-17 Tier 1 analysis of the structural system of the Main Building on campus. It is comprised of three buildings, constructed in 1960, 1971 and 1976, separated by seismic joints.

Jefferson & Terra Nova HS Seismic Studies

Steve performed ASCE 41-17 Tier 1 analyses of the structural systems of six buildings set on sloping sites on two school campuses in Pacifica.

Berkwood Hedge MS Seismic Study, Berkeley

Steve performed an ASCE 41-17 Tier 1 Seismic Evaluation of a 1950s-era building and is working on a seismic strengthening plan for the school plus a Tier 2 study on an additional historic building on campus.

Matthew Dehghani, PE
Senior Mechanical Engineer
Matt@AlterEngineers.com
(c) 510.876.2591

For ten years Matt has worked as a consulting engineer for the nation's most progressive high-performance MEP building design firms. Matt has excelled as a design engineer, serving as lead mechanical engineer for numerous high capital projects.

As a mechanical engineer Matt has lead numerous low energy HVAC projects, and received first-hand experience designing and implementing low energy HVAC systems. He works with architects to optimize building envelopes (reducing heating and cooling requirements); contractors to control cost and ensure proper implementation of low energy systems. He has also mentored many young engineers.

At Alter Consulting Engineers Matt leverages his experience designing and consulting low energy and low cost building systems to accelerate the industry towards a sustainable future.

Education:
University of California, Davis (U.C. Davis)
Bachelor of Science, June 2011
Double Major: Mechanical Engineering, Aerospace Science & Engineering

Skills:
Collaboration
High Performance HVAC Design,
Zero-Net Energy Design
Title 24 Compliance
Design Review
Revit
eQuest

Professional License
Mechanical Engineer, California
#M36987

Relevant Project Experience:

OUSD: Melrose Leadership Academy
Currently in Design
Mechanical Engineer

OUSD: Claremont MS MPR
Oakland, California
Currently in Construction - Full Design
10,000 SQFT
Lead Mechanical Engineer, Project Manager

SMFCSD: Lead ES MPR
San Mateo, California
Currently in Design - Full Design
8,000 SQFT
Mechanical Engineer

NUSD: Olive ES and Lynwood ES
Novato, California
Currently in Construction - Full Design
Renovation of most buildings on each campus
Mechanical Engineer

NUSD: Pleasant Valley ES and Sinaloa MS
Novato, California
Currently in Design - Full Design
New kitchen building at each campus, restroom upgrades
Mechanical Engineer

LPS Hayward Charter School New Classroom and MPR - Design Build
Hayward, California
Currently in Design
48,000 SQFT
Mechanical Engineer

Sydney Laudenslager, PE
Plumbing & Water Resources Engineer
sydney@AlterEngineers.com
(c) 717.228.7756

Since 2014, Sydney has been responsible for leading water systems and plumbing designs on high-profile, sustainability-oriented projects throughout the Bay Area from early concept phases through construction. She works with a range of clients and has completed various plumbing designs for building types such as commercial offices, tenant improvements, multi-family residential high-rise and kitchens. Her passion for water resources in the State of California has driven her to collaborate on net-zero water target designs as well as contribute to client sustainability standards for water consumption and metering, actively test and monitor installed water re-use systems for performance assessments, and influence local jurisdictional codes for approval of greywater re-use.

In her current role, Sydney works at the intersection of built environments and native California landscapes providing watershed resource analysis and informing unique plumbing designs oriented towards a more water-wise California.

Education:
Pennsylvania State University
Bachelor of Science - Biological Engineering, Water Resource Engineering
Minor in Sustainable Community Development

Skills:
Water Recycling
Blackwater Reuse
Masterplans
Water-Efficient Plumbing Design

Professional License
Mechanical Engineer, California
#M38847

Relevant Project Experience:

OUSD: Claremont MS MPR
Oakland, California
Currently in Construction - Full Design
10,000 SQFT
Lead Plumbing Engineer

SMFCSD: Lead ES MPR
San Mateo, California
Currently in Design - Full Design
8,000 SQFT
Lead Plumbing Engineer

NUSD: Olive ES and Lynwood ES
Novato, California
Currently in Construction - Full Design
Renovation of most buildings on each campus
Lead Plumbing Engineer

NUSD: Pleasant Valley ES and Sinaloa MS
Novato, California
Currently in Design - Full Design
New kitchen building at each campus, restroom upgrades
Lead Plumbing Engineer

EFCPS Achieve Academy
Oakland, California
Currently in Design - Design Build
22,000 SQFT
Lead Plumbing Engineer

AMY CUPPLES, ASLA, LEED AP, RESCAPE RATER
Principal Landscape Architect

Amy Cupples has practiced landscape architecture for over 25 years throughout the Western US and beyond completing a variety of projects ranging in size and scale from private residences to community development, neighborhood parks and civic centers to streetscapes, healthcare, and schools. She is a careful listener and responsive to the needs of the project while balancing the needs of the environment and our natural resources. Amy strongly believes in good design that is appropriate to the project, site, climate, and surrounding environment and that all projects and people deserve good design and green spaces to create a balance between a bustling city and the individual.

YEARS with KMC
2009-present, 13 years

LICENSE/REGISTRATIONS
Landscape Architect, California #4488, 2000

Certified Planner, AICP, 2009

LEED AP BD+C, 2009

ReScape Qualified Rater, #MBR-002132, 2011

EDUCATION
BA Landscape Architecture University of California, Berkeley

Master of Landscape Architecture
Harvard University

PROFESSIONAL AFFILIATIONS

American Society of Landscape Architects Northern California Chapter, Trustee

American Planning Association, Member

ReScape California, Rater's Council, Qualified Member and Rater

Guest Critic, University of California, Davis

Project Highlights:

Modernization and Additions, Fremont High School, Oakland USD
Modernization of an active campus in four phases including a new classroom building, conversion of old classrooms to a new maker studio, a new gymnasium with a Health and Wellness Center, and a synthetic field and track. A new main entry for drop off and pedestrian circulation featuring California natives, low water, and low maintenance planting. The majority of the campus was replaced with new, state-of-the-art features and is CHPS certified.

Track and Fields, Castlemont High School, Oakland USD
New synthetic turf football field, 8 lane all-weather track with track and field events. First completed in 2002 as a new track and field, refurbished in 2022/23 with new synthetic turf, all-weather track, long-jump pits, shot-put, and discus.

Campus Reconstruction, Glenview Elementary School, Oakland USD
The school is designed to be a net zero energy (NZE) ready facility. New elements provide lively patterns and colors to reflect the nature of the school's highly successful arts-focused curriculum. Entire upper play area was modernized to incorporate innovative drainage areas with selective reuse of wood from a dying redwood tree for new seating. CHPS certified.

Child Development Center, Laurel Elementary School, Oakland USD
The new CDC consists of four pre-school classrooms with the capacity to house 108 children. Exterior site improvements include play yards, play structures, a garden, an artificial turf field, and bio-swales. The playground includes a tricycle path, and water play, nature play, art play, and music play areas. CHPS certification is targeted.

Baseball Fields, Castro Valley High School, *Castro Valley USD*

STEM and Theater Buildings, Piedmont High School, *Piedmont USD*

New Gymnasium Building, Richmond High School, *West Contra Costa USD*

New Classroom Building, San Ramon Valley HS, *San Ramon Valley USD*

New Classroom Building, Albany High School, *Albany USD*

Modernization, John F. Kennedy High School, *West Contra Costa USD*

New Classroom Building, Camille Creek Community School, *Napa Valley USD*

New Classroom Building, Stone Valley Middle School, *San Ramon Valley USD*

New School Campus, Napa Junction Elementary School, *Napa Valley USD*

Modernization and Additions, Foothill High School, *Pleasanton USD*

LAKE ELEMENTARY SCHOOL CAMPUS REPLACEMENT

2700 11TH STREET, SAN PABLO, CALIFORNIA

Chief Estimator: Erik Andresen
Senior Project Manager: Noel Stenberg
General Superintendent: Joe Salow
Superintendent: Chiris Chierici
Superintendent: Jason Salow (Alten self-performed work - framing and foundations)

Owner: West Contra Costa Unified School District
Names: Luis Freese or Ellen Mejias-Hooper
Facilities, Planning & Construction Department
Contact: (510) 307-4545 / luis.freese@wccusd.net or ellen.mejiahooper@wccusd.net

Architect: Quattrocchi Kwok Architects
Name: John Dybczak, Principal
Contact: (707) 576-0829 / johnd@qka.com

Construction Manager: West Contra Costa Unified SD
Name: Matt Madeiros, Senior Project Manager
Contact: (530) 219-0482/matthew.madeiros@wccusd.net

Current Value (including change orders): $54,654,282

Design Duration Dates: 8/16/21 - 6/8/22
Construction Duration Dates: 6/9/22 - 6/13/25
# of Unapproved Delays: 0

Total Square Footage: ~56,672

Delivery Method: Design-Build GMP

PROJECT DESCRIPTION

Design and incremental construction to replace an existing, occupied elementary school campus.

Design phase includes community and design-committee meetings in addition to regular weekly meetings. The project will be subject to a CCIP, and a Project Labor Agreement with local hire and skilled & trained workforce requirements.

Increment 1 - 6/9/22 - 6/13/25

Includes demolition of select existing structures and site areas, earthwork, underground utilities, and building pad preparation to make way for the phased construction of the new campus. The work will begin prior to and concurrent with Increment 2 construction until completion of the project.

Increment 2 - 10/25/22 - 6/13/25

Phased demolition of existing structures and construction of new buildings, overhangs and shade structures, pick-up/drop-off areas, parking lots, outdoor learning areas, path of travel, synthetic turf fields, playground(s), and bio retention basins. New buildings include administration, library, multi-purpose room, food service, pre-school, TK, Kindergarten, and learning suites.

Self-Performed Work: Framing, structural concrete, etc.

Challenges: Phased demolition and construction on an occupied campus, busy urban residential location, security, seasonal site flooding, etc.

GLENVIEW ELEMENTARY SCHOOL CAMPUS REPLACEMENT

4215 La Cresta Avenue, Oakland, California

Chief Estimator: Erik Andresen
Senior Project Manager: Andrew Nortz
Project Manager: Marcel East
General Superintendent: Joe Salow
Site Superintendent: Stacy Barton
Project Engineer: Niwonna Jones

Owner & Construction Manager:
Oakland Unified School District
Name: Kenya Chatman, Acting Director of Facilities
Contact: (510) 535-7050 / kenya.chatman@ousd.org

Architect: HKIT Architects
Name: Jeff Evans, AIA
Contact: (510) 625-9800 / jevans@hkit.com

Pre-Construction Value: $194,676
Final Value (including change orders): $46,100,000

Preconstruction Dates: 11/30/14 - 12/10/16
Construction Dates: 6/8/16 - 10/1/20
# of Unapproved Delays: 0

Total Square Footage: 55,322

Delivery Method: Lease-Leaseback GMP

PROJECT DESCRIPTION

This project included pre-construction services and three separate increments as shown below. It was subject to a Project Labor Agreement, CHPS, 50% local hire goals per trade, and required monthly community meetings to keep the impacted community informed.

Pre-Construction Services
Awarded 11/30/14 | Completed 12/10/16
Starting in November 2014, we provided pre-construction services for the demolition and construction of an entire elementary school campus. These services included developing a preliminary project schedule; preparing schematic and design development estimates; providing constructibility reviews; promoting and conducting bid walks for small, local businesses; and generating trade packages for elimination of scope gap.

Increments 1 & 2
Awarded 6/8/16 | Completed 11/2017
These increments consisted of abatement and demolition of the existing buildings on campus as well as site preparation and site retaining walls.

Increment 3
Awarded 10/11/17 | Complete 10/1/20
Our lease-leaseback bid to construct a new school campus in Increment 3 took place on 7/19/17. The GMP was approved by the Board on 10/11/17 after extensive value engineering. Increment 3 itself consisted of construction of a two-story classroom building with AESS Structural Steel and metal framing, a Green HVAC System, Exterior Building Cladding, and includes a library and a basement level.

Self Performed Work - 26%: Rough Carpentry including Blocking, Misc. Finish Carpentry, SWPPP Installation and Maintenance, etc.

Challenges: Construction management turnover, neighbor public relations, and unforeseen conditions.

BERKELEY HIGH SCHOOL CLASSROOM BUILDING A AND THEATER RENOVATION

1930 Allston Way, Berkeley, California

Chief Estimator: Erik Andresen
Senior Project Manager: Andrew Nortz, Bob Alten
General Superintendent: Joe Salow
Superintendent: Stacy Barton
Project Engineers: Javier Canseco & Shahar Kadoch

Owner: Berkeley Unified School District
Name: John Calise, Executive Director of Facilities, Maintenance & Operations
Contact: (510) 644-6066 / johncalise@berkeley.net

Architect: CAW Architects
Name: Brent McClure
Contact: (650) 328-1818 / bmcclure@cawarchitects .com

Construction Manager: Vanpelt Construction Services
Name: Chris Moreno, Project Manager
Contact: (510) 647-3548 / chrism@vpcsonline.com

Current Value (including change orders): $44,748,318

Preconstruction Duration Dates: 8/12/19 - 6/15/20
Construction Duration Dates: 6/15/20 - 1/1/23
# of Unapproved Delays: 0

Total Square Footage: 107,000

Delivery Method: Lease-Leaseback GMP

PROJECT DESCRIPTION

Preconstruction - 8/12/19 - 6/15/20: Provided preconstruction services including site investigation, coordination meetings, DD & CD estimates, value engineering, and constructability reviews, etc.

Increment 1 - 6/15/20 - 10/25/20: Non-structural demolition and abatement of Classroom Building A and Stage Box.

Increment 2 - 10/22/20 - 1/1/23: Complete renovation of historic steel and concrete framed Building A Classroom Wing on an occupied high school campus including seismic upgrade, rebuilding floor levels, all new MEP and Fire Sprinkler systems including ADA compliance. Renovation and seismic upgrade of the stage box in the Community Theater which seats 3,491, including new crossover hallway and new rigging. New student lobby main level and upper level additions, a new elevator and minor site work.

Micropiles: Work included drilling 32 micropiles in the foundation, each consisting of a 12” diameter hole drilled to 115’ with a 3” diameter threaded rod the full length and encased in grout to form a minimum “bond length” of 105’.

Self Performed Work: Salvage & protect historical features of theater and owner designated items such as priceless organ and exterior bas relief panels, perform all structural concrete and rebar drilling/doweling, rough & finish carpentry, traffic management, site/safety coordination.

Challenges: Preserving historical exterior of 3-story concrete walls, bas reliefs, and features of the theater facade while demolishing and rebuilding all of the interior structural elements. The first four months of Increment 2 noted above were almost entirely dedicated to temporary shoring in order to ensure the building didn’t collapse during construction. Every single step of temporary and permanent shoring was followed with meticulous accuracy because the possible consequences for making a mistake were extremely costly.

MARIN ELEMENTARY SCHOOL CAMPUS REBUILD PROJECT

1001 SANTA FE AVENUE, ALBANY, CALIFORNIA

Chief Estimator: Erik Andresen
Project Manager: Luke O'Neill
General Superintendent: Joe Salow
Superintendent: Guy Curtice, Tim Brown
Project Engineer: Thomas Avice

Owner: Albany Unified School District
Name: Jackie Kim, Chief Business Official
Contact: (510) 558-3770 / jakim@ausdk12.org

Architect: LCA Architects
Name: David Bogstad, Principal
Contact: (925) 944-1626 / dbogstad@lca-architects.com

Construction Manager: Derivi Castellanos Architects
Name: Rick Bir, Project Manager
Contact: (650) 669-9641 / rbir@dcaaia.com

Current Value (including change orders): $31,940,328

Design Dates: 1/30/20 - 1/2021
Construction Dates: 7/12/21 - 3/8/23
# of Unapproved Delays: 0

Total Square Footage: 56,597, 1.6 acre lot

Delivery Method: Design-Build

PROJECT DESCRIPTION

Alten Construction and LCA Architects' CHPS Certified and Net Zero Ready design for the new Marin Elementary School Campus Rebuild Project was chosen out of three (3) designs by a committee of 13+ community members and school staff.

The project consists of two (2) new buildings (B and D) and the full renovation of (3) existing buildings along with a new open-concept blacktop and play yard. The (3) existing buildings, consisting of Administration, Multi-Purpose, and Library, are to undergo a voluntary seismic upgrade as part of the remodel.

Scope also includes a new playground and campus entrance re-design and construction.

Both new buildings are two-story structures, adding twenty-four (24) new CHPS certified classrooms.

Self Performed Work:

Structural Concrete and Rough Carpentry.

Challenges:

Tight budget constraints, crowded residential area, undersized lot for typical elementary campus, multiple stakeholders, and aging retaining wall around majority of the campus.

PHILLIP & SALA J. BURTON ACADEMIC HIGH SCHOOL MODERNIZATION

400 Mansell Street, San Francisco, California

Chief Estimator: Erik Andresen
Project Manager: Heather Chierici
General Superintendent: Joe Salow
Superintendent: Chris Chierici

Owner: San Francisco Unified School District
Name: Maureen Shelton, Dir. Construction Management
Contact: (415) 241-4316 / sheltonm@sfusd.edu

Architect: Deems Lewis McKinley Architecture (DLM-HED)
Name: Charles Ham
Contact: (415) 800-5969 / cham@dlm.com

Construction Manager: Kitchell CEM
Name: Brian Jemo
Contact: (650) 208-782 / bjemo@kitchell.com

Total Value (including change orders): $31,329,332

Duration Dates: 3/11/14 - 2/1/17
# of Unapproved Delays: 0

Total Square Footage: 215,323

Delivery Method: Design-Bid-Build

PROJECT DESCRIPTION

Acting as the general contractor, we managed multiple trades to seismically retrofit and renovate three existing concrete buildings including classrooms, a library and an auditorium. This project included a new emergency generator for the entire campus, mechanical, electrical and communications rooms, reconstruction of streets and sidewalks, site lighting, fencing and gates.

This project is located in an occupied high school campus in a busy neighborhood in San Francisco, requiring work within an occupied building and adjacent to other occupied buildings on campus. This project has nine phases. Each phase is linked to the completion of a prior phase. For example, as part of Phase 3, we renovated the first floor of an occupied three-story building. This renovation included drilling piers into existing bedrock and placing integral concrete grade beams as well as shotcrete shear walls at the ground level. Once we completed this phase, staff and students moved from the third floor to the first floor, and we gutted and remodeled the third floor—again placing shotcrete shear walls, this time at the second and third floors.

Throughout the seismic renovations on campus, we placed shoring. We also placed a soldier pile and steel plate retaining wall shoring system when we excavated 15 feet down for a new building entrance. This new entrance included saw cutting a new opening in the existing concrete wall and adding a concrete ramp and a concrete retaining wall. We also placed an engineered, pressure-treated wood retaining wall during electrical service trenching operations to maintain the integrity of the neighboring residence along the school's property line.

Self Performed Work:
Framing, Select Demo, Concrete, Minor Shoring.

Challenges:
Work in occupied buildings on an occupied campus located in San Francisco; nine (9) phases.

MENLO-ATHERTON HIGH SCHOOL CLASSROOM BUILDING

555 MIDDLEFIELD ROAD, ATHERTON, CALIFORNIA

Chief Estimator: Erik Andresen
Senior Project Manager: Noel Stenberg
General Superintendent: Joe Salow
Superintendent: Chad Casper

Owner: Sequoia Union High School District
Name: Matthew Zito, CFO No longer with District
Replacement Pending - Contact CM Below

Architect: LPA, Inc.
Name: Denise Flatley
Contact: (408) 780-7216 / **Email:** dflatley@lpainc.com

Construction Manager: 217 Enterprise Ltd. Constr. Svcs.
Name: Ralph Adams
Contact: (650) 218-0888

Preconstruction: $0
Final Value (including change orders): $20,467,961

Duration Dates: 7/1/15 - 8/16/17
# of Unapproved Delays: 0

Total Square Footage: 101,794 sf / 1.7 acres

Incr. 1 Delivery Method: Lease-Leaseback

Incr. 2 Delivery Method: Design-Bid-Build

PROJECT DESCRIPTION

This DSA K-12 mixed delivery method project consisted of two separate increments:

Job #201512 | Increment 1 | 26,794 sf | 1.7 acres
Starting in July 2015, we provided pre-construction services for the construction of a new classroom building for Menlo-Atherton High School. To prepare for this new structure, we also demolished the existing classroom building, including foundations, within an occupied campus. We met the district's budget and delivery date, completing the project before Increment 2 was scheduled to start.

Job #201516 | Increment 2 | 75,000 sf
This increment included the construction of a new, two-story, 75,000-square-foot classroom building within an occupied campus. The new building includes multiple classrooms, office and conference room spaces, flexible program space, a food service area, and a student commons area. The campus was also developed with new concrete paving, utilities and landscaping.

The new building is equipped with advanced building technologies, such as a building automation system with web-based interface. This system was commissioned as part of construction.

Self Performed Work: Rough Carpentry, Structural Concrete, Installation of miscellaneous metals and Site Furnishings

Challenges: Occupied campus, unforeseen conditions, adverse weather.

WILL C. WOOD HIGH SCHOOL STADIUM PROJECT

998 Marshall Road, Vacaville, California

Chief Estimator: Erik Andresen
Project Manager: Randall Barbour
General Superintendent: Joe Salow
Superintendent: Guy Curtice

Owner: Vacaville Unified School District
Contact: Daniel Banowetz, Director of Facilities
Telephone: (707) 453-6138
Email: dbanowetz@vacavilleusd.org

Architect: HMC Architects
Contact: Mark Zarzeka
Telephone: (916) 325-1100
Email: mark.zarzeka@hmcarchitects.com

Construction Manager: Capital Program Management
Contact: Wallace (Wally) Browe
Telephone: (916) 553-4000
Email: wallace@capitalpm.com

Total Value (including change orders): $13,908,423

Duration Dates: 5/08/17 - 8/9/18
# of Unapproved Delays: 0

Total Square Footage: 6,587 GSF (structures only)

Delivery Method: Design-Bid-Build

PROJECT DESCRIPTION

This was a fast track, high profile, multi-phased project including construction of a new 5,981 GSF field house building consisting of home and away team rooms, concession rooms and kitchen equipment (photo below) a 186 GSF ticket booth, a 420 GSF press box, a multi-sport synthetic track and synthetic turf field, a cast-in-place stadium (at home side), site improvements, bleacher system extension (at home side), and bleacher system and grand stand seating (at away side).

Also included an electronic football scoreboard (photo below) as well as Intercom and stadium sound system.

ROBERT A. ALTEN
PRESIDENT & CEO

As the co-founder of Alten Construction, Bob has supervised General Operations, Project Management and Estimating since the company's inception in 1995.

Within the company, Bob has created a corporate culture of individual leadership and responsibility, equipping and training superintendents and project managers alike to work strategically and proactively for the success of everyone on the project.

EDUCATION & PROFESSIONAL

Employer Director | Board of Directors
Carpenter Funds Administrative Office of N CA
2019 - Present

Construction Industry Advisory Board Member
Construction Resource Center
Richmond and Oakland
2017 - Present

President
Construction Employer's Association | 2017

Associate of Science, Architecture
Denver Technical Institute, Colorado | 1986

Civil Engineering Program
Santa Rosa Junior College, California | 1983

LICENSE NUMBER

705713 B, A
Issued: 04.27.95, Expires: 06.30.24

RELATED EXPERIENCE

Bob has led Alten Construction in building public works and private facilities within the design-build, lease-leaseback and design-bid-build delivery methods.

Since 1995, his company has modernized over 100 facilities including K-12 Public Schools, Universities and Community Colleges, City Halls, Courtrooms, Libraries, etc. all over the San Francisco Bay Area.

As the principal in charge of the project, Bob will visit the site and guarantee that the project will receive the material, equipment, and labor resources needed.

REFERENCES

Greg Nelson, Assistant Superintendent
Marin Community College District - College of Marin
(415) 883-2211 x8100 | gnelson@marin.edu

Project Ref: Learning Resource Center (Lease-Leaseback), The Jonas Center & Building 18 Alterations at College of Marin Indian Valley Campus (Design-Build)

Dan Zaich, Senior Director of Capital Facilities
San Rafael City Schools
(415) 492-3285 | dzaich@srcs.org

Project Refs.: San Rafael High School STEAM & MACK Buildings & Venetia Valley K-8 School (Lease-Leasebacks)

Ralph Adams, Construction Manager & IOR
217 Enterprise Ltd. Construction Services
P: (650) 218-0888

Project Refs.: Menlo-Atherton High School, Tierra Linda Middle School / San Carlos Charter School (Lease-Leasebacks)

Steve Kwok, Principal & Mark Quattrocchi, Principal
Quattrocchi Kwok Architects
(707) 576-0829 | stevek@qka.com | markq@qka.com

Project Refs.: Lake Elementary School (Design-Build), Tierra Linda Middle School / San Carlos Charter School, Miwok Valley Elementary School Modernization (Lease-Leasebacks)

ALTEN CONSTRUCTION SINCE 1995

ERIK ANDRESEN
Chief Estimator

Erik started at Alten Construction when the company was only three years old, and he is an integral part of the company's success today.

Before taking on the leadership role of Alten's Chief Estimator in 2010, Erik contributed as both lead estimator and project manager for multiple Public Works and K-12 school construction projects. Because of his working history over the past twenty-four years focused in the San Francisco Bay Area, Erik has numerous positive relationships with local subcontractors.

In his current role as Chief Estimator, Erik manages all of our projects during the pre-bid and pre-construction/design stages, leading the design and pre-con teams as well as subcontractors in developing competitive bids as well as cost-effective, functional and attractive designs on time and within budget.

Years with Alten Construction: 24

Years in Construction: 26

EDUCATION

Bachelor of Science, 1998
Construction Management
California State University
Chico, California

ALTEN CONSTRUCTION SINCE 1995

RELATED EXPERIENCE

PARTIAL PROJECT LIST AS CHIEF ESTIMATOR

Lake Elementary School Campus Replacement
2024 | San Pablo | $54.6 Million | Design-Build

College of Marin New Learning Resource Center
2024 | Kentfield | $82 Million | Lease-Leaseback

ASPIRE Berkley Maynard Academy Modernization
2023 | Oakland | $7 Million | Design-Build

Berkeley HS Classroom Building A & Theater Renovation
2023 | Berkeley | $46 Million | Lease-Leaseback

Marin Elementary School Campus Re-Build
2022 | Albany | $30.9 Million | Design-Build

Contra Costa County FPD New Fire Station 70
2021 | San Pablo | $10.8 Million | Design-Bid-Build

Venetia Valley K-8 School Campus
2021 | San Rafael | $33.1Million | Lease-Leaseback

Glenview Elementary School Campus Replacement
2020 | Oakland | $46.1 Million | Lease-Leaseback

San Rafael High School M.A.C.K. Building
2020 | San Rafael | $29.9 Million | Lease-Leaseback

The Bill & Adele Jonas Center at College of Marin
2020 | Novato | $15.7 Million | Design-Build

City of San Rafael New Public Safety Center
2020 | San Rafael | $35.4 Million | Design-Bid-Build

Albany High School New Classroom Building
2020 | Albany | $7.9 Million | Design-Build

San Rafael New Fire Stations 52 & 57
2019 | San Rafael | $21.1 Million | Design-Bid-Build/Best Value

Napa County Courthouse Historic Renovation
2018 | Napa | $12.7 Million | Design-Bid-Build

San Jose City College New Gymnasium
2018 | San Jose | $18.4 Million | Design-Bid-Build

Menlo-Atherton High School Classroom Building
2017 | Atherton | $20.4 Million | Lease-Leaseback

Phillip & Sala J. Burton High School Modernization
2017 | San Francisco | $31.3 Million | Design-Bid-Build

Palo Alto High School New Performing Arts Center
2016 | Palo Alto | $22.7 Million | Design-Bid-Build

Hoover Elementary School New Campus
2016 | Burlingame | $21.1 Million | Lease-Leaseback

NOEL STENBERG
Senior Project Manager

Noel is a construction professional with more than thirty years of experience. He started his career working for a general contractor, performing estimating and construction management for clients such as NASA, UCSF, and the City of Berkeley.

For eleven years, he worked for the University of California, Berkeley, Capitol Projects Department, managing projects such as the **$153 Million** Student Athlete High Performance Center and the **$163 Million** Stanley Hall Biosciences and Bioengineering Facility.

Noel is a thoughtful, conscientious problem solver who works hard for each of his clients.

Years with Alten Construction: 12

Years in Construction: 30+

EDUCATION

Santa Rosa Junior College, Associate of Arts

Phoenix Institute of Technology, Architecture

ALTEN CONSTRUCTION SINCE 1995

RELATED EXPERIENCE

COLLEGE OF MARIN'S NEW LEARNING RESOURCE CENTER

Kentfield, California, 85,000 sf - $82 Million - Lease-leaseback project consisting of phased demo and construction of a new Library Learning Center on an occupied community college campus situated on land formerly inhabited by a native American tribe.

Program space will include hands-on research spaces, innovation spaces and learning laboratories as well as a café, library, campus store/bookstore, event spaces, lounges and various other services. Project subject to an OCIP and skilled and trained workforce requirements.

LAKE ELEMENTARY SCHOOL CAMPUS REPLACEMENT

San Pablo, California - $54.6 Million - Design and Construction of a replacement campus on an occupied, existing elementary school. Phased demo and construction includes a new TK building and other new construction as well as modernization of existing facilities. Subject to a CCIP, and a PLA with local hire and skilled & trained workforce requirements.

PARTIAL LIST OF OTHER PROJECTS AT ALTEN

Independence High School New Student Union
2022 | San Jose | $21 Million | Design-Build

Venetia Valley K-8 Campus
2021 | San Rafael | $33.1 Million | Lease-Leaseback

College of Marin's Bill & Adele Jonas Center
2020 | Novato | $15.7 Million | Design-Build

San Jose City College LEED Silver Gymnasium Building
2018 | San Jose | $18.4 Million | Design-Bid-Build

Henry M. Gunn High School Central Building Project
2017 | Palo Alto | $20.3 Million | Design-Bid-Build

Menlo-Atherton High School Classroom Building
2015 | Atherton | $20.4 Million | Lease-Leaseback

ERIC ONICK
Senior Project Manager

With over 16 years of experience in the construction industry, Eric has the knowledge and expertise to find creative solutions for constructability and scheduling issues.

Eric started at Alten Construction 14 years ago as a Project Engineer after graduating from CSU Chico. Based on his excellent performance as a project engineer, he took on his first project as project manager in 2012 - the OUSD Havenscourt MS Project (shown at right). Eric quickly moved his way up to Senior Project Manager and recently completed one of our largest and most complicated projects to date - the San Rafael Public Safety Facility (shown at right).

Eric coordinates subcontractors before they arrive on site, reviews and processes submittals, analyzes and updates the construction schedule, tracks the budget, and assesses and processes requests for information, change order requests and pay applications.

Years with Alten Construction: 14

Years in Construction: 16

EDUCATION

Bachelor of Science, 2007
Construction Management
California State University
Chico, California

ALTEN CONSTRUCTION SINCE 1995

RELATED EXPERIENCE

CITY OF SAN RAFAEL: PUBLIC SAFETY FACILITY & FIRE STATION 51

San Rafael California - 43,500 sf - $35.3 Million - Eric recently wrapped up construction of this essential services project that includes the San Rafael Police & Fire Departments, the new Fire Station 51, and all associated offices and support. The steel-framed facility is LEED Gold and includes a 17,217 sf basement and apparatus parking area and includes a shared central lobby with Kawneer curtain wall and storefront systems, Kawneer sunshades, and multiple, complex interrelated building systems.

HAVENSCOURT MIDDLE SCHOOL: NEW CLASSROOM & CAFETERIA BUILDING

Oakland, California - 20,504 sf - $11.2 Million - This lease-leaseback project included a new building with an entry lobby, a 2,600 square-foot cafeteria space with an adjoining commercial kitchen, six classrooms, restrooms and a computer lab. Site development included colored concrete flatwork, irrigation and planting. The project included value engineering, stringent Local Hire goals for Oakland Unified School District, and a PLA.

PARTIAL LIST OF OTHER PROJECTS AT ALTEN

Castro Valley High School Modernization
2023 | Castro Valley | $21 Million | Lease-Leaseback

San Rafael Fire Stations 52 & 57
2019 | San Rafael | $21.1 Million | Design-Bid-Build/Best Value

San Lorenzo Library Expansion
2015 | San Lorenzo | $6.6 Million | Design-Bid-Build

Novato High School Pool & Dance Studio
2014 | Novato | $4 Million | Lease-Leaseback

Elmhurst MS Auditorium & Fire Alarm Modernization
2011 | Oakland | $4.6 Million | Design-Bid Build

JOE SALOW
General Superintendent

Having started his career as a carpenter over 30 years ago, Joe knows the construction industry inside and out. He worked for West Coast Contractors for 21 years as a superintendent before joining Alten Construction in 2012.

Joe is organized, diligent and respectful. He takes pride in constructing quality buildings and collaborating with clients.

In his current position as regional/area general superintendent, Joe works alongside our superintendents, providing manpower and guidance throughout the project.

For example, at Hoover Elementary School, a recent lease-leaseback project, Joe worked with the project team and the project's residential neighbors to implement a design change to accommodate street traffic around the new school campus. This change required replacing driveways and sidewalks one week before school started. Joe made sure the schedule was met and that school started on time.

Years with Alten Construction: 10

Years in Construction: 30+

CERTIFICATIONS

First Aid / AED / CPR
OSHA 30 Hour Construction

ALTEN CONSTRUCTION SINCE 1995

RELATED EXPERIENCE

PARTIAL PROJECT LIST AS GENERAL SUPERINTENDENT

Lake Elementary School Campus Replacement
2024 | San Pablo | $54.6 Million | Design-Build

College of Marin New Learning Resource Center
2024 | Kentfield | $82 Million | Lease-Leaseback

ASPIRE Berkley Maynard Academy Modernization
2023 | Oakland | $7 Million | Design-Build

Berkeley HS Classroom Building A & Theater Renovation
2022 | Berkeley | $46 Million | Lease-Leaseback

Marin Elementary School Campus Re-Build
2022 | Albany | $30.9 Million | Design-Build

Contra Costa County FPD New Fire Station 70
2021 | San Pablo | $10.8 Million | Design-Bid-Build

Venetia Valley K-8 School Campus
2021 | San Rafael | $33.1Million | Lease-Leaseback

Glenview Elementary School Campus Replacement
2020 | Oakland | $46.1 Million | Lease-Leaseback

San Rafael High School M.A.C.K. Building
2020 | San Rafael | $29.9 Million | Lease-Leaseback

The Bill & Adele Jonas Center at College of Marin
2020 | Novato | $15.7 Million | Design-Build

City of San Rafael New Public Safety Center
2020 | San Rafael | $35.4 Million | Design-Bid-Build

Albany High School New Classroom Building
2020 | Albany | $7.9 Million | Design-Build

San Francisco Fire Station No. 5 Replacement
2019 | San Francisco | $16.2 Million | Design-Bid-Build

San Rafael New Fire Stations 52 & 57
2019 | San Rafael | $21.1 Million | Design-Bid-Build/Best Value

Napa County Courthouse Historic Renovation
2018 | Napa | $12.7 Million | Design-Bid-Build

San Jose City College New Gymnasium
2018 | San Jose | $18.4 Million | Design-Bid-Build

Menlo-Atherton High School Classroom Building
2017 | Atherton | $20.4 Million | Lease-Leaseback

Phillip & Sala J. Burton High School Modernization
2017 | San Francisco | $31.3 Million | Design-Bid-Build

Palo Alto High School New Performing Arts Center
2016 | Palo Alto | $22.7 Million | Design-Bid-Build

STACY BARTON
Superintendent

Stacy has been in the construction industry for over 28 years and is a construction expert.

In addition to the projects noted at right, Stacy has managed one of our most complex projects, the $18.6 Million BART Earthquake Safety Program Aerial Structures R Line North which included construction on an eight (8) mile section of aerial BART structures. Earthquake retrofit to existing piers and bent caps. All new walking paths and landscaping stretching through four cities in the East Bay Area. The logistics, BART regulations and required interaction with the public in addition to multiple agencies would have been daunting to a less experienced field superintendent.

Stacy has completed 5 projects for Alten Construction and many more prior to that, with Broward Builders and Sundt Construction.

Years with Alten Construction: 11

Years in Construction: 28

CERTIFICATIONS

First Aid / AED / CPR
OSHA 30 Hour Construction
Scaffold Safety Training
Lead-Based Paint Training
Forklift Operation Training

ALTEN CONSTRUCTION SINCE 1995

RELATED EXPERIENCE

GLENVIEW ELEMENTARY SCHOOL CAMPUS REPLACEMENT

Oakland, California - 55,322 sf - $46.1 Million - Construction under the lease-leaseback delivery method of a new 2-story, structural steel building with drilled piers foundation, 30 polymer skylights and sunshades over 50% of the windows. The structure includes a library, server rooms, a MP room with stage & gym, a full kitchen, a basement level, data /communications / fire life safety / and interrelated building and energy management systems. This project had 3 increments and is CHPS. Subject to a PLA, a 50% required S/LBE goal and local hire requirements per trade.

BERKELEY HIGH SCHOOL CLASSROOM BUILDING A & THEATER RENOVATION

Berkeley, California - 107,000 sf - $46 Million - Construction under the lease-leaseback delivery method including complete renovation of historic Building A Classroom Wing on an occupied campus consisting of seismic upgrade, rebuilding floor levels, all new MEP and Fire Sprinkler systems, and ADA compliance. Renovation and seismic upgrade of the stage box in the Community Theater including new crossover hallway and new rigging. New student lobby main level and upper level additions, a new elevator and minor site work. Subject to a PLA with local hire and skilled and trained workforce requirements.

PARTIAL LIST OF OTHER PROJECTS AT ALTEN

Alameda Emergency Operations Center & Fire Station 3
2017 | Alameda | $7.9 Million | Design-Bid-Build

Mission Dolores Park Rehabilitation
2016 | San Francisco | $15 Million | Design-Bid-Build

BART Earthquake Safety Aerial Structures - R Line North
2014 | East Bay | $18.6 Million | Design-Bid-Build

GUY CURTICE
Superintendent

Guy started his career as a carpenter for CSI General Contracting 38 years ago, working mainly on commercial, high-end residential and OSHPD projects. He moved up to foreman, managed their cabinet shop for 10 years and made a natural progression to superintendent.

He later moved on to DL Falk where he was a superintendent for 20 years focusing more on public works facilities and schools.

Guy has successfully completed two fire stations, numerous K-12 schools, city offices, hospitals, and residences. He brings a highly collaborative attitude to every project he runs, creating a teamwork environment within the crews on site as well as within the design team and his clients.

He knows construction, and he has many years of experience supervising crews and managing all of the other trades on site.

Years with Alten Construction: 5

Years in Construction: 30+

CERTIFICATIONS

First Aid and CPR / AED Certifications
Scaffold Safety Training
Lead-Based Paint Training
30 Hours of OSHA Training

ALTEN CONSTRUCTION SINCE 1995

RELATED EXPERIENCE

MARIN ELEMENTARY SCHOOL CAMPUS REBUILD PROJECT

Albany, California - $30.9 Million - This design-build campus replacement includes 2 new classroom buildings and the full renovation of 3 existing buildings along with a new open-concept blacktop and play yard. The 3 existing buildings, consisting of Administration, Multi-Purpose, and Library, are to undergo a voluntary seismic upgrade as part of the remodel. The project also includes a new playground and campus entrance re-design and construction.

JONAS CENTER AT COLLEGE OF MARIN

Novato, California - 15,600 (structures only) - $15.7 Million - This design-build project is located on the Indian Valley Campus of the College of Marin. The new Bill & Adele Jonas Center is constructed primarily on the footprint of a demolished building on the existing foundation. The Center houses a large banquet hall for community functions of up to 250 people, a warming kitchen and restrooms. Concurrent with the new construction, our team modernized Building 18 which was completely gutted and contains conference rooms, offices, mechanical and storage rooms and a production kitchen. The project is on an occupied campus and required extensive site work including a foot bridge, landscaping, paving, parking, and foot paths.

PARTIAL LIST OF OTHER PROJECTS AT ALTEN

Marshall Elementary School Modernization Phase II
2021 | Castro Valley | $1.3 Million | Lease-Leaseback

Coyote Valley Casino and Hotel
2020 | Mendocino | $11 Million | Private

Will C. Wood High School Stadium and Bleachers
2018| Vacaville | $13.9 Million | Design-Bid-Build

BOB GIRAUDO
Health & Safety Manager

With 30 years of experience in the construction industry, Bob is familiar with managing crews and watching out for their safety. He worked primarily as a small business owner / operator and a field manager for a public works door and hardware firm before joining Alten Construction in 2015.

Bob now works full-time as our Heath & Safety Manager, working directly with our superintendents, carpenters and laborers, providing on-site training and acting as a resource for both our crews and our subcontractors.

Years with Alten Construction: 6

Years in Construction: 30

CERTIFICATIONS

Fed & Cal OSHA 30 Hour Safety Certificate
First Aid / CPR Certified
CESSWI Certificate #3086 - Pending
STS (Safety) Certificate - Pending
QSP Certificate #23370 - Pending
CHST (Safety) Certificate - Pending

SAFETY RESPONSIBILITIES FOR ALL ALTEN CONSTRUCTION PROJECTS SINCE 2015

- COVID-19 Company-Wide Safety Plan Implementation & Oversight for all active project sites during the pandemic
- Train employees in corporate-wide safety program
- Compile site specific IIPP (Injury and Illness Prevention Program) binders for each job site
- Provide relevant safety topics for weekly job-site safety meetings
- Conduct company-wide quarterly safety meetings
- Visit each active job site regularly with both announced and unannounced visits
- Perform monthly safety audits of all active job sites to maintain Federal and Cal OSHA compliance throughout construction
- Interface with construction field crews on safety requirements for each construction trade activity
- Monitor decibel levels of construction activities to maintain conformance with project specifications
- In 2017, Bob attended training to become certified to "Train the Trainer" (TTT) for the following: Aerial Boom Lift Operator, Forklift Operator - Warehouse & Construction Lift, Gradall Reach Material Handler Operator, Scissor Lift Operator, Competent Person Trenching / Excavation, Confined Space, Fall Protection Competent Person, Scaffold Safety Competent Person & Qualified Erector.


San Rafael High School MACK Building

SECTION M - HEALTH & SAFETY PROGRAM

Alten Construction takes the safety of our employees, subcontractors, and occupants of every jobsite very seriously. Our OSHA approved Environmental Health & Safety Plan or IIPP is tailored to each project prior to mobilization and maintained by our full-time safety manager and our safety program is implemented by each of our Superintendents on the project site.

Attendance is required at our weekly on-site safety meetings by all Alten employees and subcontractors and recorded. Any new employees and subcontractors to the site are brought up to date by our Safety Manager and the site's superintendent.

Our Full-Time Safety Manager:

- Spearheaded and manages our company-wide COVID-19 Job-Site / Employee Safety Plan
- Conducts company-wide quarterly safety meetings which address project specific safety hazards and best practices
- Provides relevant safety topics for weekly job-site safety meetings headed by Superintendents
- Maintains & updates the company-wide OSHA approved Injury & Illness Prevention Program
- Maintains and compiles site specific IIPP (Injury and Illness Prevention Program) safety binders for each job-site that comply with 8 CCR 1509
- Maintains & updates specific Safety Data Sheets for each project
- Visits each job site regularly with both announced as well as unannounced visits
- Issues monthly reports with corrective action items to each site's superintendent
- Provides on-site training certifications for our staff in the field

Our Full-Time Site Superintendents:

- Implement and maintain compliance with Alten's COVID-19 Job-Site Safety Plan
- Conduct weekly job-site safety meetings for our own crews and subcontractors
- Perform daily safety checks of the job-site
- Attend all quarterly safety meetings
- Maintain First Aid / AED / CPR and OSHA 30 Hour Construction Certifications

Alten's Experience Modification Rate (EMR)

The following represents Alten's EMR for the past 10 years which has been under 1.00 due to our successful safety program.

	2022/23	2021/22	2020/21	2019/20	2018/19	2017/18	2016/17	2015/16	2014/15	2013/14
EMR	.71	.78	.80	.79	.66	.69	.66	.93	.76	.81

ALTEN CONSTRUCTION SINCE 1995

HKIT ARCHITECTS

SECTION M - HEALTH & SAFETY PROGRAM

Occupational Safety and Health Administration (OSHA)

Alten has no serious or willful OSHA citations in the past 3+ years and has never had a construction fatality on any of our projects since the company was formed in 1995.

Workers Compensation and Safety Claims

As noted on our OSHA 300 logs which we are happy to provide for the past three years or more:

Calendar Year	No. of work related injuries/illnesses	Total Company Hours Worked	Average Number of Employees
2021	1	163,769	125
2020	0	170,176	111
2019	1	174,136	146

Alten's average total recordable injury and illness rate and our average lost work rate for the most recent three-year period does not exceed the applicable statistical standards for our business category.

If desired by the District, we are happy to provide a sample of our Injury & Illness Prevention Plan / Safety Plan which would be customized for the Fire Station 5 project by our Safety Manager, Bob Giraudo.

Approach to COVID-19

As a general contractor, Alten Construction with its own laborer and carpenter crews, has learned a lot since the beginning of the pandemic in early 2020. Our approach to effectively managing the related impacts of the virus on our employees, subcontractors, and clients is to ensure that we have in place effective leadership, on-going communication, and strict implementation on-site.

By utilizing these three key components, we have had minimal negative impacts to our project schedules and have ensured that our crews and subcontractors have the tools and processes to stay healthy and keep others safe.

Because of our close association with the Construction Employers' Association (CEA), Alten Construction has kept on top of the latest local, state, and federal mandates and been able to quickly and effectively implement all required processes and equipment at our job-sites as needed. Such processes and equipment have included, but are not limited to: provision of all safety equipment needed on-site, contact tracing, checking temperatures and electronic sign in prior to entering the job-site, wearing masks at all times, eliminating carpooling, social distancing at break times, additional hand washing stations and extra cleaning of porto-lets and job trailers, daily safety check-ins prior to the start of day, teleconferencing for weekly OAC meetings in lieu of in-person, and so on.

Additionally, our full-time Safety Manager, Bob Giraudo, who spearheaded our initial COVID-19 response plan in 2020 in conjunction with our President and General Superintendent, continues to improve upon our lessons learned. Via regular communication with each job-site's superintendent, company-wide procedures, and visits to each of our job-sites Bob has effectively monitored and continually updated when necessary, our COVID-19 response plan and it has been very effective in creating a safe work space for all involved.

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
FOR CONSTRUCTION CONTRACTS
(Education Code Section 45125.2)

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code section 45125.2, and if such an entity is not compliant with Section 45125.2, then it must comply with Section 45125.1. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist you with compliance with the law:

1. The Owner has determined that your employee(s), or you as a sole proprietor, will have more than limited contact with students, therefore the law requires that you must use one or more of the following methods to ensure the safety of pupils (Education Code §45125.2(a)):

   a. Install a physical barrier at the worksite to limit contact with pupils.

   b. If you are not a sole proprietorship, have one of your employees, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony (see ***Attachment A*** to this Notice and Acknowledgement), continually monitor and supervise all of your employees. For the Department of Justice to so ascertain, your employee may submit fingerprints to the Department of Justice pursuant to Education Code section 45125.1(a).

   c. Arrange, with Owner's approval, for surveillance of your employees by Owner's personnel.

   Prior to commencing the Work, you shall submit the Independent Contractor Student Contact Form (see ***Attachment B*** to this Notice and Acknowledgement) to the Owner, which will indicate which of the above methods you will use.

2. If you are providing services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2, above. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists. (Education Code §45125.2(d).)

3. If you use one or more of the three methods in Section 1 (above), you are not required to comply with Education Code section 45125.1. (Education Code §45125.2(b).)

I have read the foregoing and agree to comply with the requirements of this notice and Education Code sections 45125.1 and 45125.2 as applicable.

Dated: 2/3/23

Signature

Name: Shannon M. Alten

Title: Vice President & CFO

ATTACHMENT A

Violent and Serious Felonies

Under Education Code section 45125.2, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant

personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

ATTACHMENT B

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM FOR CONSTRUCTION CONTRACTS

Note: This form must be submitted by Contractor before it may commence any work.

Contractor Firm Name:	Alten Construction, Inc.
Supervisor/Foreman Name:	TBD
Start Date:	TBD
Completion Date:	TBD
Location of Work:	McClymonds HS, 2607 Myrtle St, Oakland, CA 94607
Hours of Work:	TBD
Length of Time on Grounds:	TBD
Number of Employees on the Job:	TBD

The Owner has determined that my employees, or that I as a sole proprietor, will have more than limited contact with students. Therefore, pursuant to Education Code section 45125.2, my firm will use the following methods to ensure student safety (check at least one):

X A physical barrier will be installed at the worksite to limit contact with pupils.

[ ] I am not a sole proprietorship, and my employees will be continually monitored and supervised by one of my employees who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

_____

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

_____

Name of employee who is the custodian of the Department of Justice verification information:

_____

[ ] The Owner has agreed that my employees or sole proprietor will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: 2/3/23

Signature: 

Typed Name: Shannon M. Alten

Title: Vice President & CFO

Contractor: Alten Construction, Inc.

MCCLYMONDS HIGH SCHOOL

DESIGN-BUILD
BRIDGING DOCUMENTS

OAKLAND UNIFIED SCHOOL DISTRICT
OAKLAND, CA

SEPTEMBER 12, 2022

PERKINS EASTMAN

TABLE OF CONTENTS

01 EXECUTIVE SUMMARY

1.1 PROJECT TEAM

PROJECT ADVISORY GROUP

Mike Beebe	CBOC Member
Tiffany Brown	McClymonds Alumni
Rhonda Burton	Community Member
Carly Carbajal	McClymonds Parent, Alumni
Keith Carson	Alameda County Supervisor, Dist. 5
Misty Cross	McClymonds Alumni
Melody Davis	McClymonds Parent
Sam Davis	OUSD Board Vice President, District 1 Director
Gericka Frinson	McClymonds Alumni
Saleem Gilmore	CBOC Member
George	Community Member, Alumni
Jumoke Hinton	Community Member
Jaqueline Hutton	Teacher, McClymonds HS Staff
Leah Jensen	Teacher Librarian and Pathway Coach
La'Cole Martin	CSM McClymonds Staff
Relonda McGhee	Community Member
Annette Miller	McClymonds Alumni
Ron Muhammad	Community Member, Alumni
Andrew Nelsen	CBOC Member
Chris Nguon	Community Member, Alumni
Assata Olugbala	Community Member
Fran Percel	McClymonds Alumni
Colleen Piper	Teacher, McClymonds HS Staff
Sara Price	CBOC Member
Travis Ritchie	CBOC Member
D Roach	Community Member
Andre Spearman	CBOC Member
Renee Swayne	CBOC Member
Jared Spencer	Field Representative,
Prince Shelby	McClymonds Alumni
Coach Ben Tapscott	Community Member
Victor Valerio	CBOC Member
Ana Vasconcelos	McClymonds Alumni
VanCedric Williams	OUSD Board Director, District 3

MCCLYMONDS LEADERSHIP

Vanessa Sifuentes	Executive Director, Instruction High School Network
Jeffrey Taylor	Principal, McClymonds HS

STUDENT ENGAGEMENT

Students of 2022 Engineering Pathway Program

Clayton Evans	Teacher and Director of Engineering Pathway

OUSD FACILITIES

Tadashi Nakadegawa	Deputy Chief of Facilities Planning and Management
Kenya Chatman	Executive Director of Facilities
David Colbert	Acting Director of Facilities Planning and Management
Nicole Wells	Project Manager
Mark Newton	Bond Program Director
Christina Stone	Facilities, Senior Project Engineer

PERKINS EASTMAN + MKTHINK TEAM

Josh Jackson	Senior Associate, Perkins Eastman
Lance Kutz	Studio Principal, Perkins Eastman
Merintha Pinson	Senior Associate, Perkins Eastman
Cesar Villavicencio	Designer, Perkins Eastman
Kathryn Wagner	Senior Associate, Perkins Eastman
Marijke Smit	MKThink

CONSULTANTS

Reco Prianto	Calichi Design Group, Civil Engineering
Susanna Razo	Contigo Partners, Community Engagement
Milton Reynolds	Contigo Partners, Community Engagement
Pardeep Jhutti	KPW, Structural Engineers
Quang Hunyh	KPW, Structural Engineers
Conor Clarke	OCMI Cost Estimating
Karen Krolewski	PGA, Landscape Architecture
Mark Wessels	PGA, Landscape Architecture
George Cheung	YEI Engineers, Inc (MEP)
Hubert Hidalgo	YEI Engineers, Inc (MEP)
Patrick Mallillan	YEI Engineers, Inc (MEP)

1.2 PROJECT GOALS AND CONTEXT

"McClymonds High School is a premier, transformative learning environment, building on the legacy of community activism in West Oakland, and empowering students to personalize their education pathways to become college, career, and community-ready graduates."

-MCCLYMONDS HIGH SCHOOL MISSION STATEMENT

McClymonds High School is the heart of West Oakland's African American Community. The ranks of McClymonds alumni include a long roster of legends, from Basketball champion and Presidential Medal of Freedom recipient Bill Russel to Oakland Mayor and Federal Representative Ron Dellums and R&B legend Ruth Pointer, of the Pointer Sisters.

At McClymonds High School, students create and implement personalized Pathways in a supportive climate that embraces individuality while fostering respect for others. By taking ownership of their education, students embark on a journey of self-discovery, become more responsible and accountable so that they graduate college, career, and community ready.

Despite the school's remarkable legacy, the campus is aging and struggles to support 21st century instruction. Moreover, its location in industrial West Oakland has made it vulnerable to environmental risks. Although these issues have been addressed to make the school safe for students to attend in the short term, they highlight the need for system upgrades at the campus.

In November 2020, Oakland voters passed Measure Y, a $735 million School Facilities Improvement Bond to fund improvements across the District. $65 million is allocated to McClymonds High School. This Bridging Document describes a 4-part Scope of Work to address deficiencies and realize a vision for 650 student community school.

At the start of the project, the project team engaged the school community to articulate a set of goals to guide the planning process. These goals can be seen at right:

Mural in McClymonds Library. Daniel Galvez.

Safe & Healthy School
Optimize student and staff health and wellness. Address deficiencies.

High Quality & Sustainable Facilities
Provide Facilities that align with best practices for 21st century learning, seismic safety, accessibility, energy efficiency, etc…

Quality Community School
Provide space for flexible learning, fine arts, dedicated labs with industry equipment, library, community resources, counseling, restorative justice, athletics, etc…

Grass Roots Community Engagement
Ensure that the planning, design and implementation process integrates authentic students, staff and community input and participation at all levels.

Campus Access & Flow
Provide optimal building and campus flow and adjacency. Ensure access points are clear and connections, secure, and accessible.

School Image & Identity
Strengthen the student experience of inclusion, school community and school pride. Present an inviting community interface.

Commitment to Budget and Schedule
Minimize threats to project's schedule and budget from unknowns and unpredictable scope features.

Photo: *Drums Corps, West Oakland, CA, 1964-1967.* Joanne Leonard.

1.3 ACADEMIC VISION

ACADEMIC PROGRAM

The proposed space program for McClymonds is driven by the school leadership's vision for the academic program and cultural climate. The core of this vision is a excellence in A-G core requirements with additional college and career readiness pathways and wraparound services that serve the whole student.

The target enrollment for the school is 650 students, which would allow OUSD to operate a sustainable 'community school' with wrap-around services that support educators, families, and neighbors to come together to support innovative learning. OUSD High Schools of this size are intended to provide space for:

Base Staff:

- Teachers
- Assistant Principals
- Principal
- Attendance Clerk
- Clerical Staff
- Culture Keepers

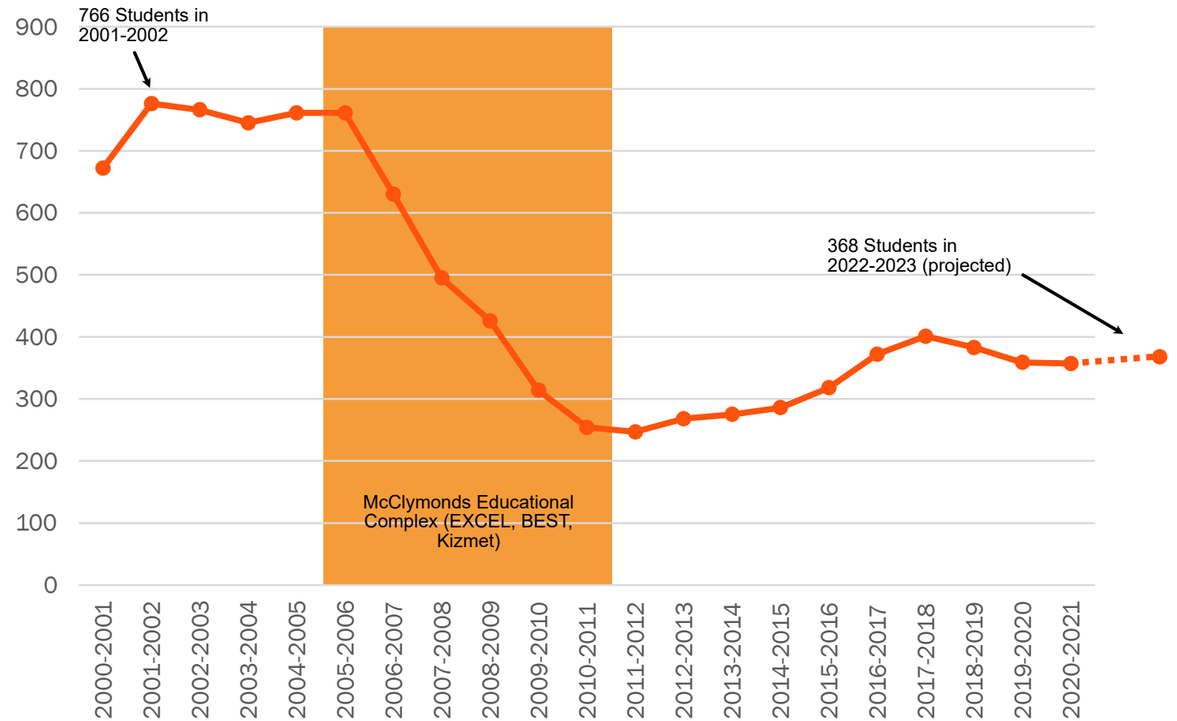
Quality Community School Staff:

- Restorative Justice Facilitator
- Community Schools Manager
- Counselor
- Family Engagement Liaison
- Social Worker
- Athletic Manager

McClymonds' current facility housed more than 750 students as recently as 2004-05. Based on that historic enrollment and the District's facility utilization estimates, the current facility has capacity for a 650 student population.

Currently, the McClymonds site hosts the OUSD Adult Education program, though this is not a long term use per the Academic Vision.

Components of a 21st century experience from McClymonds' Academic Program Vision



Source: OUSD Research Assessment and Data https://www.ousddata.org/research-requests.html

1.4 PROCESS

21st CENTURY MCCLYMONDS HIGH SCHOOL

The vision for a 21st Century McClymonds High School extends beyond the improvements that can be funded by Measure Y funding. It includes a vision for a full-service community school with world class instruction and learning pathways that help expand enrollment to 650 students. Additional funds beyond Measure Y may be needed to realize the full vision.

MEASURE Y DESIGN-BUILD PROJECT

The scope of this Measure Y-funded project is being delivered via the Design-Build method. In 2022, Perkins Eastman, the Bridging Architect, worked with the school community to develop a Concept, Scope of work, and design criteria documents in these Bridging Documents.

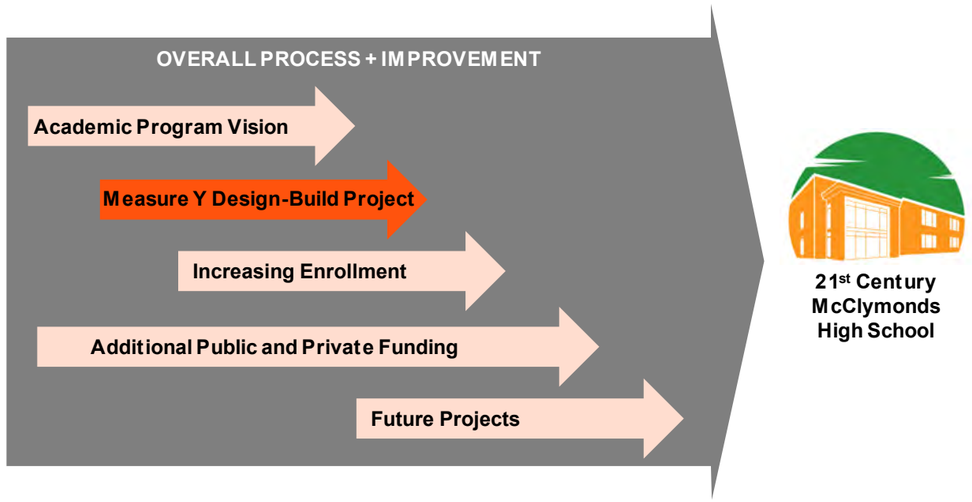
The Bridging Documents are intended to serve as the basis of a Request for Qualifications/Request for Proposals process that the district will use to select a Design-Build Entity (DBE). Following the selection, the DBE will produce Construction Documents and initiate review with the Division of the State Architect.

While the overall project timing is contingent upon numerous factors, it is anticipated that construction could begin in 2024 and achieve substantial completion in 2026.

It will be necessary to phase the project such that no off-site relocation of high school students is required, as there are no facilities available locally to house them. Spaces currently used by Adult Education or off-site partners like the Tech Center may be used as swing space for student activities during construction.

BRIDGING DOCUMENTS TIMELINE

The development of the Bridging Documents started in the final quarter of 2021 and continued through Summer 2022. Perkins Eastman will remain involved with the design process in an oversight and review capacity.



2021	2022	2023	2024	2025	2026
OUSD selects Bridging Architect (PE) PE begins site analysis and stakeholder engagement	PE produces Bridging Documents OUSD releases Request for Proposals (RFP) and selects Design-Build Entity	Design-Build Entity designs and produces construction documents (blueprints) Division of State Architect Reviews and Approves plans	Construction/ modernization begins (Project phasing may result in temporary housing of students.)	Ongoing construction/ modernization	Construction/ modernization concludes (estimated) *Phased plans could result in longer project timeline* Close-out and commissioning *(contingent on various external factors)*

1.5 ENGAGEMENT

PROJECT ADVISORY COMMITTEE AND COMMUNITY MEETINGS

Engagement with school and community stakeholders was integral to the development of each stage of development.

1. A Project Advisory Committee meeting and/or a publicized Community Meeting was held monthly. Both were public.
2. In early meetings, the group helped define guiding principles for the project. Participants were informed about the Design-Build process.
3. Preliminary technical findings were shared.
4. The community provided input in person and online on alternative planning concepts. (See page 9 for the outcomes of these exercises.)
5. An summary of the Bridging Documents was shared and an outline of future engagement was described.

STUDENT WORKSHOPS

The Bridging Architects team conducted two sets of workshops with three classes of McClymonds' Engineering Pathway program. Each class was 15-20 students.

1. Students created "user profiles" that described how various people experienced the campus.
2. Students created illustrated "journey maps" that described a day in their life and described their experience of the various spaces they used over the course of one school day.
3. The team analyzed the responses provided by the students documented what aspects of the campus were seen positively and what aspects were seen negatively. This input helped helped focus in on key themes and ideas for future investments.

ONGOING ENGAGEMENT

These Bridging Documents recommend a series of further engagements on page 11, including:

1. Additional public Community Meetings
2. Formation of focus groups for engagement on specific space types
3. Outreach to McClymonds feeder schools
4. Partner with students and local artists to produce murals or other public are on campus

Nov - Dec 2021

- **Begin monthly engagement with Project Advisory Committee.**
- Engage technical consultants.
- Launch website.

Jan 2022

- Preliminary site analysis with technical consultants.
- Outreach campaign.
- **Project Advisory Committee.**

Feb 2022

- Share analysis findings with project advisory committee.
- **Student engagement #1**
- **Project Advisory Committee.**

Mar 2022

- **Community Meeting #1**
- Guiding Principles workshop.
- Share preliminary analysis.
- **Student Engagement #2**
- Develop site concepts
- **Project Advisory Committee**

Apr 2022

- **Community Meeting #2**
- Input on site concepts.
- Static concept display at school
- **Student Engagement #3**
- **Project Advisory Committee**

May 2022

- Input on site concepts.
- Produce Bridging Documents
- **Project Advisory Committee**

Apr 2022

- Ongoing Involvement & Review
- **Additional engagement once Design-Build Entity Is selected**

1.6 PREFERRED CONCEPT

The preferred concept for McClymonds High School includes building system updates to maximize safety, updates to spaces that support the whole student, and a reorganization of the site to move parking out of the campus core.

This concept is a framework of prioritized phases that can be pursued over time to align with available resources.

1. Building Systems

a. Replace plumbing
b. Implement vapor mitigation solution (ideally HVAC-based)
c. Update HVAC in main building and gym

2. Indoor Space Updates

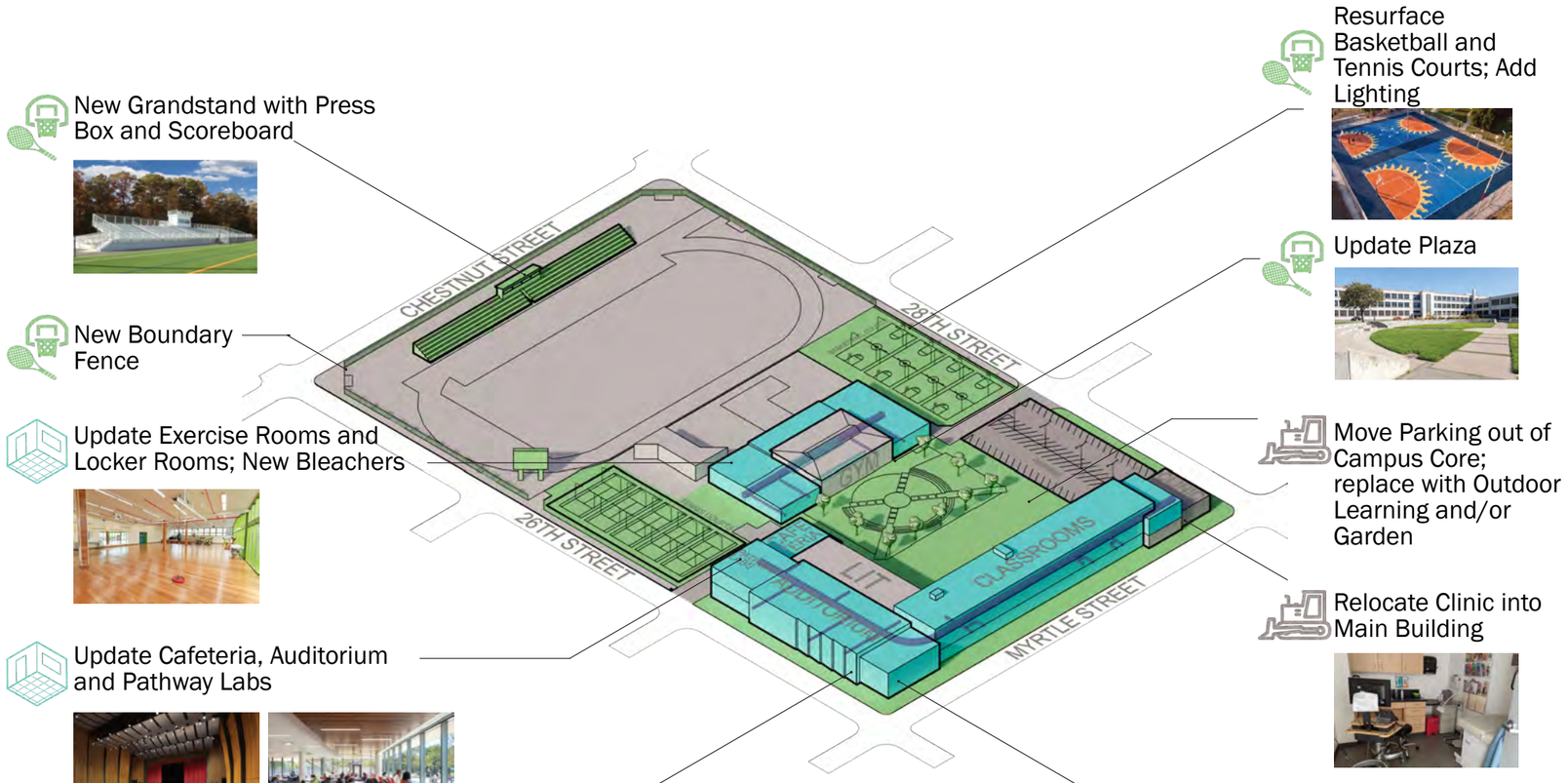
a. Classrooms + science labs
b. Dedicated pathway labs
c. Auditorium
d. Cafeteria
e. Locker rooms + exercise rooms; replace basketball court bleachers

3. Outdoor Space Updates

a. Replace football bleachers
b. Refinish field of play + provide site lighting for tennis + basketball courts
c. Update Plaza of Peace with more trees, seating, and social space
d. Provide scoreboard
e. Update site boundary fence
f. Allocate space for battery storage in alignment with District-Wide energy storage program (No Measure Y funds used)

4. Demolish Shop/Clinic/Tech center building

a. Relocate Clinic and other displaced functions to main classroom building
b. Relocate Parking Lot to location previously occupied by demolished building
c. Redesign landscape where parking lot was previously located



02 GRASSROOTS ENGAGEMENT

2.1 COMMUNITY MEETINGS

PROJECT ADVISORY COMMITTEE AND COMMUNITY MEETINGS

Engagement with school and community stakeholders was integral to the development of the Bridging Documents. The series of engagements is described on page 7.

GUIDING PRINCIPLES

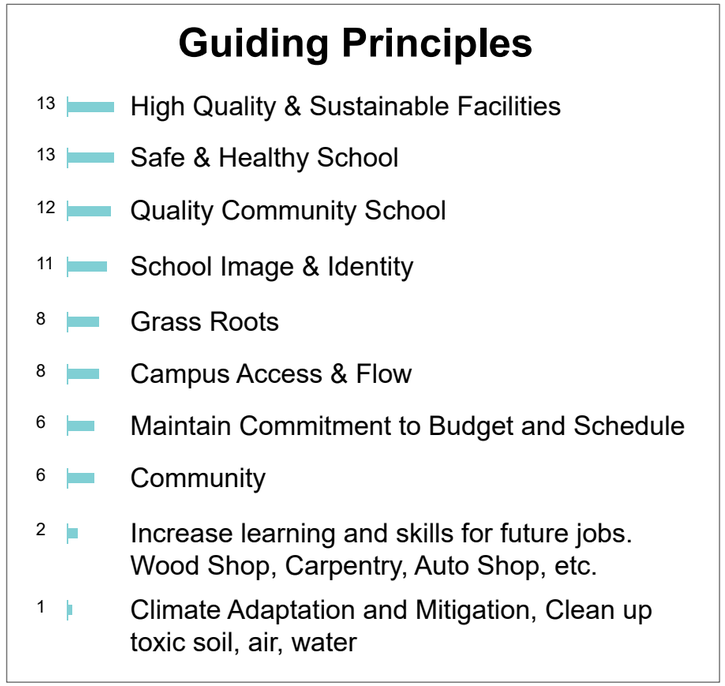
As shown at far right, the community elevated several suggested principles as guiding principles for the project. “Grassroots Community Engagement” was added to the project’s guiding principles based on the input from the community.

CONCEPTUAL SCENARIO EVALUATION

Conceptual scenarios that demonstrated a range of planning options were shared and reviewed with the public at community meetings. The feedback from these meetings, found on page 22-23, was essential in defining the project scope, concept, and prioritization of scope elements.

KEY FINDINGS FROM COMMUNITY INPUT:

- Prioritize health and safety #1
- Focus investment on students
- Keep pool
- Protect previous investments (LIT, Gym, Plaza, etc...)
- Flexibility for future Pathways
- Plan for 650 student community school
- Set up the next projects



2.2 STUDENT WORKSHOPS

A DAY IN THE LIFE

As described on Page 7, the project team engaged with students through a series of workshops conducted in partnership with the teacher and students in the Engineering Pathway. Based on an analysis of the students' materials, the following key findings were identified:

Access/Use

Positive	Negative
• field works well for P.E. • library is quiet, easy to access • lots of books	• tennis courts not open • need baseball field • lunch room is too small • basketball court is too small

Aesthetics

Positive	Negative
• nice basketball court	• feels institutional • classroom hallways are dull, need more color • repaint the weight room

Community Life

Positive	Negative
• can relax in the library • get to sit down peacefully in the classrooms	• need a teen room • cafeteria too crowded

Learning

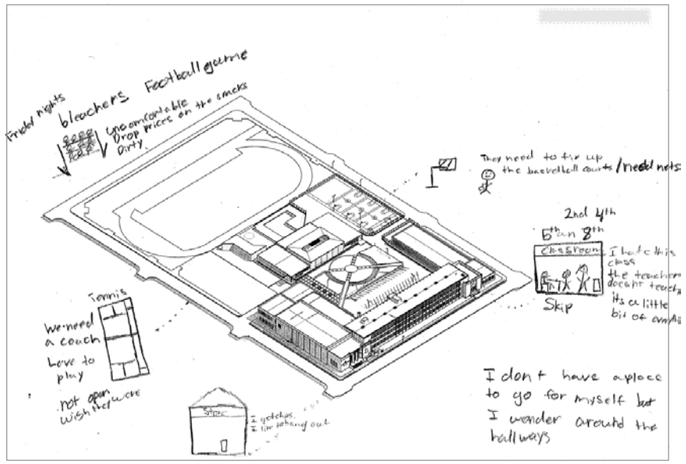
Positive	Negative
• the computer labs work	• noisy

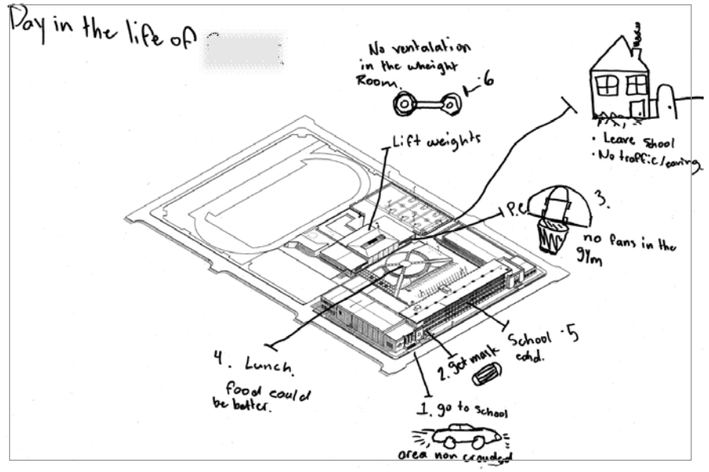
Repair/Condition

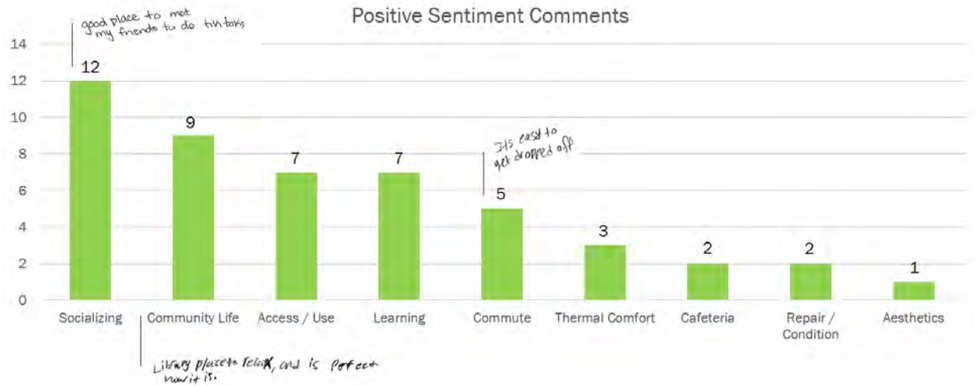
Positive	Negative
• gym floors are good and not slippery	• basketball courts need to get fixed - broken rims and hoops • slope in the middle of the football field - not level

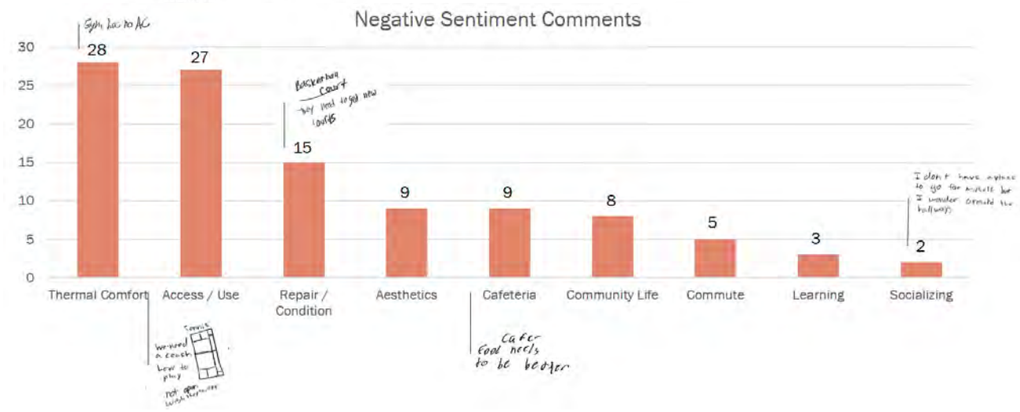
Socializing

Positive	Negative
• computer room has reachable windows and 5 good working fans	• weight room is like a sauna, no ventilation • gym AC is never on • hot in gym • library needs an AC thermostat monitor









2.3 ONGOING ENGAGEMENT

RECOMMENDED ENGAGEMENT

Based on lessons learned during the Bridging Document engagements, the following engagements are recommended to the Design Build entity:

ONGOING COMMUNITY MEETINGS

Continue regular community meetings to provide updates and solicit input.

FOCUS GROUPS

For input on the specifics on certain room types, work with the McClymonds administrators to set up focus groups with teachers and staff. The types of spaces that should be addressed through focus groups include:

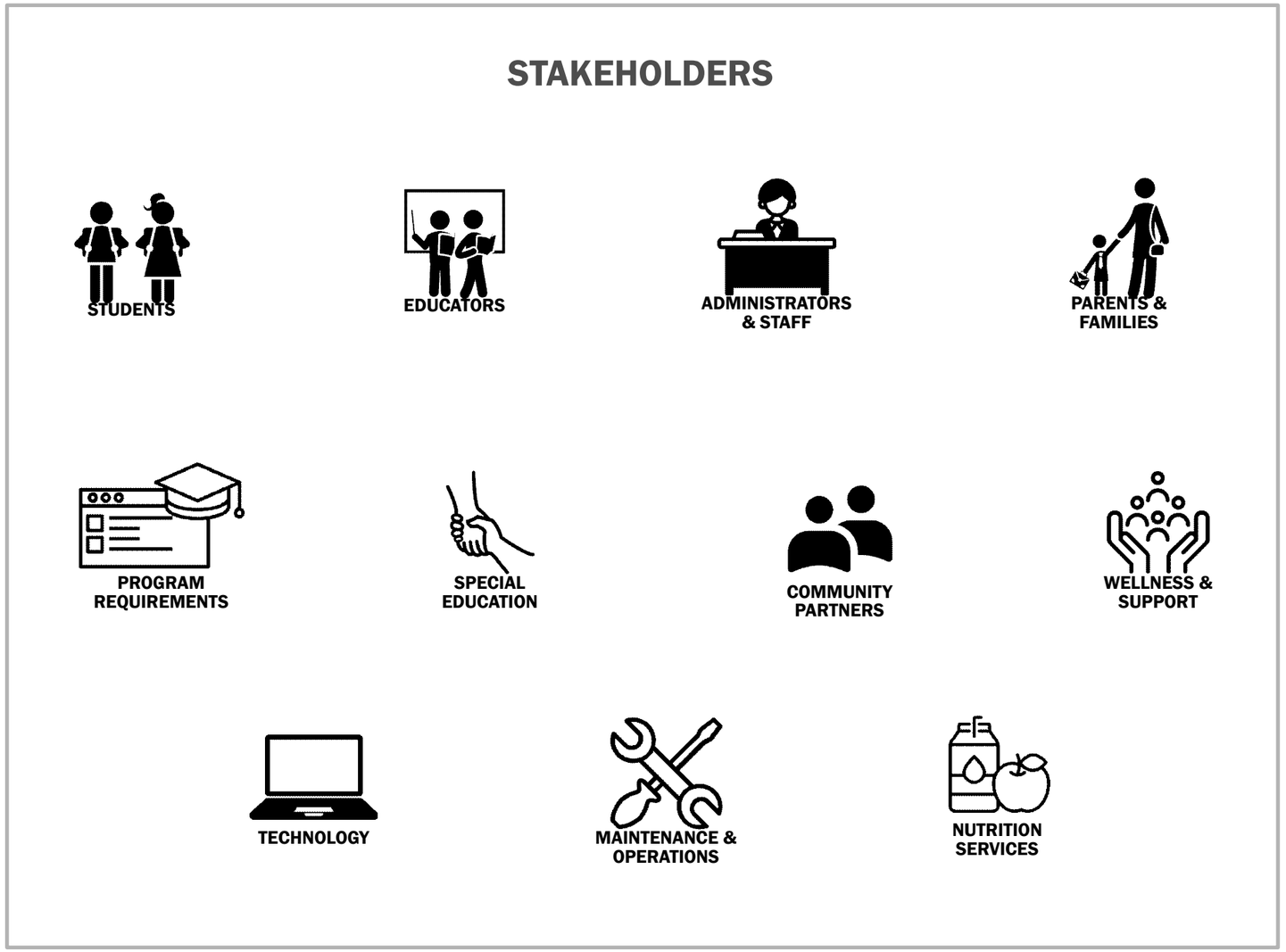
- Athletics + Physical Education
- Classrooms + Science Labs
- Pathway Labs + Fabrication
- Cafeteria, Hallways + Lounges
- Plaza + Outdoor Learning
- On-Site Partners
  - Chappell Hayes Health Center
  - OUSD Adult Education
  - Teen Technology Center

FEEDER SCHOOLS

Outreach should be made to McClymonds feeder schools and input included from stakeholders from those school communities.

MURALS AND PUBLIC ART

Seek local partners to create murals and other forms of public art at the campus.



03 SITE CONTEXT

3.1 SITE INFORMATION

- Built: 1951-1953
- Type: II-A

Occupancy
- A-1 (Auditorium)
- A-2 (Cafeteria)
- B (Admin Offices)
- E (Classrooms)

Parcel Information
- Number: 005045000101
- Lot Area: Approx 324,418sf (7.45acres)
- Zoning: RM-2
- Land Use Description: Exempt Public Agency

CODE REFERENCE
DSA INTERPRETATIONS OF REGULATIONS (IR) A-26
2022 CALIFORNIA ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R.
2022 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 C.C.R.
2022 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 C.C.R.
2022 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 C.C.R.
2022 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 C.C.R.
2022 CALIFORNIA ENERGY CODE , PART 6, TITLE 24 C.C.R.
2022 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24 C.C.R.
2022 CALIFORNIA EXISTING BUILDING CODE (CEBC), PART 10, TITLE 24 C.C.R.
2022 CALIFORNIA GREEN BUILDING STANDARD (CALGREEN CODE), PART 11, TITLE 24 C.C.R.
2022 CALIFORNIA REFERENCE STANDARDS CODE (CRSC), PART 12, TITLE 24 C.C.R.
TITLE 19 C.C.R., PUBLIC SAFETY, STATE FIRE MARSHALL REGULATIONS.
NFPA 101 - LIFE SAFETY CODE, 2015
AMERICANS WITH DISABILITIES ACT (ADA), TITLE II: ADA STANDARDS FOR ACCESSIBLE DESIGN (APPENDIX A OF 28 CFR PART 36)

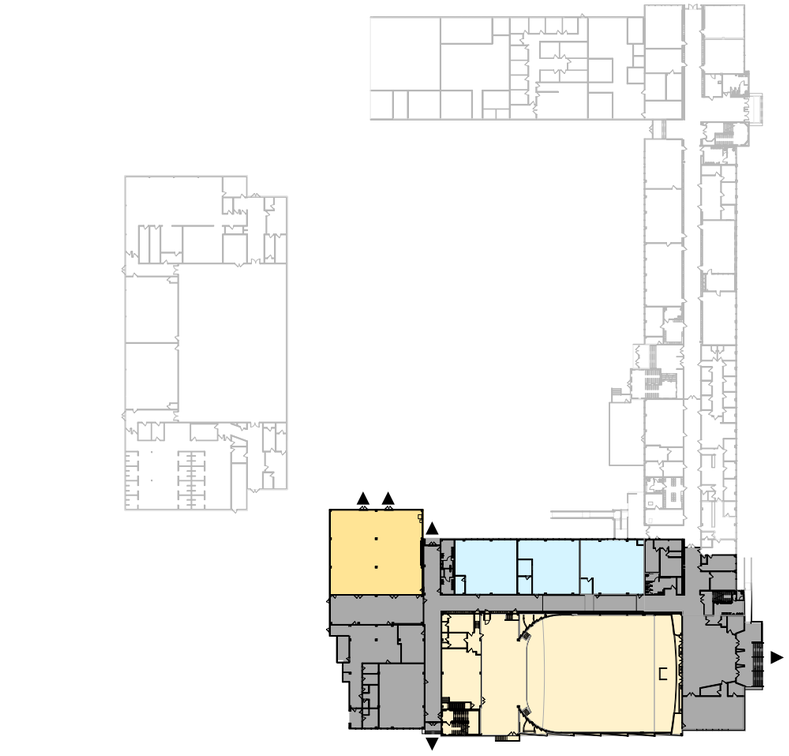
3.2 BUILDING INFORMATION : BUILDING A

- 2 -story hybrid reinforced concrete/steel structure with high-bay auditorium and basement.
- Auditorium floor has a two-way structural slab supported by concrete beams and columns.
- 2nd floor is comprised of one-way slabs supported on beams and columns. Roof system is steel framed with gypsum roofing without diagonal bracing. Seismic system is concrete shear wall.
- Building floors are integral with Building B and H with no seismic gap.
- The Cafeteria is seismically separated from the classroom and auditorium and is included in this summary.
- Cafeteria is a one-story steel/concrete hybrid building that is seismically separated from Building A.
- Roof is gypsum with steel beams and diagonal bracing supported by Concrete columns.
- Floor is slab on grade.
- Seismic system is concrete shear wall.

See Appendix 7.1 for more information on the structural conditions.

BUILDING INFORMATION	**BUILDING A**	
TOTAL BUILDING AREA:	52,400 SF	
OCCUPANCY GROUP:	• A-1 (Auditorium) • A-2 (Cafeteria) • E (Classrooms)	
CONSTRUCTION TYPE:	Type II-A	
NO. OF STORIES:	2	
BUILDING AREA/ HEIGHT CALC.	**ACTUAL / ALLOWABLE**	**CODE REF.**
BUILDING AREA*	52,400/46,500	CBC 506.2
NO OF STORIES	2/3	CBC 504.4
BUILDING HEIGHT**	45'/85'	CBC 504.3
MAX. TRAVEL DISTANCE	150 MAX, SPRINKLERED	CBC 1017.2
ROOF FIRE CLASSIFICATION	B	CBC 1505.1
FIRE SEPARATION	NOT REQUIRED	CBC 508.4
AUTOMATIC FIRE SPRINKLERS	REQUIRED	NONE
SITE SEPARATION	20' MINIMUM	NONE

PLUMBING FIXTURES CALCULATIONS**			
TYPE		OCCUPANTS PER FIXTURE	REQ.
WC	MALE	A-1: (1) FOR 1-100 OCCUPANTS A-2: 1 PER 100 E: 1 PER 50	6
WC	FEMALE	A-1: (3) FOR 51-100 OCCUPANTS A-2: 1 PER 100 E: 1 PER 30	13
URINALS	MALE	A-1: (1) FOR 1-100 OCCUPANTS A-2: 1 PER 100 E: 1 PER 100	6
LAV	MALE	A-1: (1) FOR 1-100 OCCUPANTS A-2: 1 PER 100 E: 1 PER 40	6
LAV	FEMALE	A-1: (1) FOR 1-100 OCCUPANTS A-2: 1 PER 100 E: 1 PER 40	9
DRINKING FOUNTAIN		A-1: (1) FOR 1-100 OCCUPANTS A-2: 1 PER 100 E: 1 PER 150	6
WC***	GENDER NEUTRAL		



*Existing area provided exceeds 2022 CBC Allowable Areas for Non separated occupancies A-1 and A-2. Design Build Entity to review Fire Separations and Allowable Areas with Cafeteria and Auditorium upgrades.

** Refer to CPC 422.0 Table A for occupant load factor (DSA-SS & DSA-SS/CC).

*** Refer to DSA BU 17-01-01 for single user toilet facilities

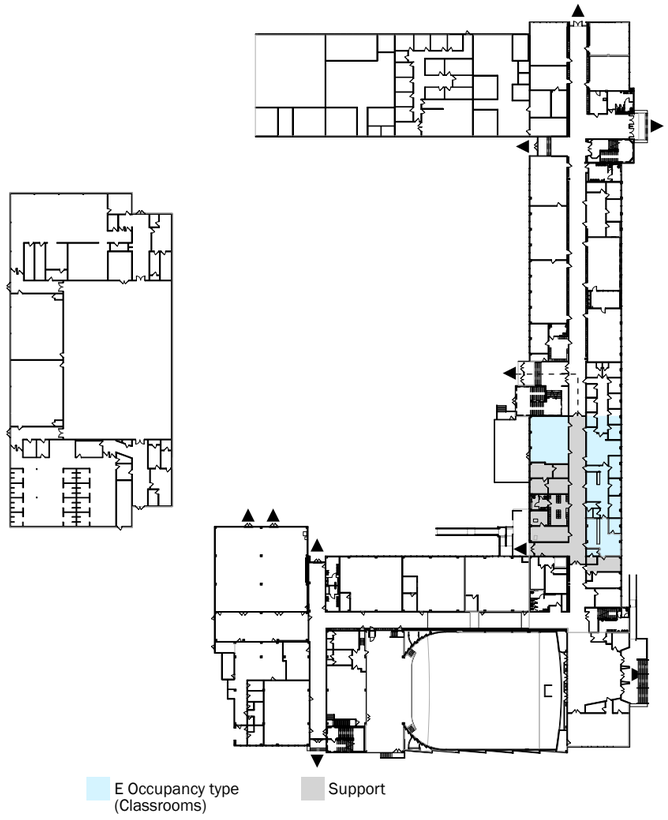
3.2 BUILDING INFORMATION : BUILDING B

- 3-story reinforced concrete structure with one-way slabs supported by concrete beams and columns.
- Seismic system is concrete shear wall.
- Building floors are integral with Building H and A with no seismic gap
  3-story reinforced concrete structure with one-way slabs supported by concrete beams and columns.
- Seismic system is concrete shear wall.
- Building floors are integral with Building H and A with no seismic gap

See Appendix 7.1 for more information on the structural conditions.

BUILDING INFORMATION	**BUILDING B**	
TOTAL BUILDING AREA:	29,684 SF	
OCCUPANCY GROUP:	E (Classrooms)	
CONSTRUCTION TYPE:	Type II-A	
NO. OF STORIES:	3	
BUILDING AREA/ HEIGHT CALC.	**ACTUAL / ALLOWABLE**	**CODE REF.**
BUILDING AREA	29,684/79,500	CBC 506.2
NO OF STORIES	3/4	CBC 504.4
BUILDING HEIGHT**	50'/85'	CBC 504.3
MAX. TRAVEL DISTANCE	150 MAX, SPRINKLERED	CBC 1017.2
ROOF FIRE CLASSIFICATION	vB	CBC 1505.1
FIRE SEPARATION	NOT REQUIRED	CBC 508.4
AUTOMATIC FIRE SPRINKLERS	REQUIRED	NONE
SITE SEPARATION	20' MINIMUM	NONE

PLUMBING FIXTURES CALCULATIONS* **			
TYPE		OCCUPANTS PER FIXTURE	REQ.
WC	MALE	E: 1 PER 50	1
WC	FEMALE	E: 1 PER 30	1
URINALS	MALE	E: 1 PER 100	1
LAV	MALE	E: 1 PER 40	1
LAV	FEMALE	E: 1 PER 40	1
DRINKING FOUNTAIN		E: 1 PER 150	1
WC***	GENDER NEUTRAL		



** Refer to CPC 422.0 Table A for occupant load factor (DSA-SS & DSA-SS/CC).

*** Refer to DSA BU 17-01-01 for single user toilet facilities

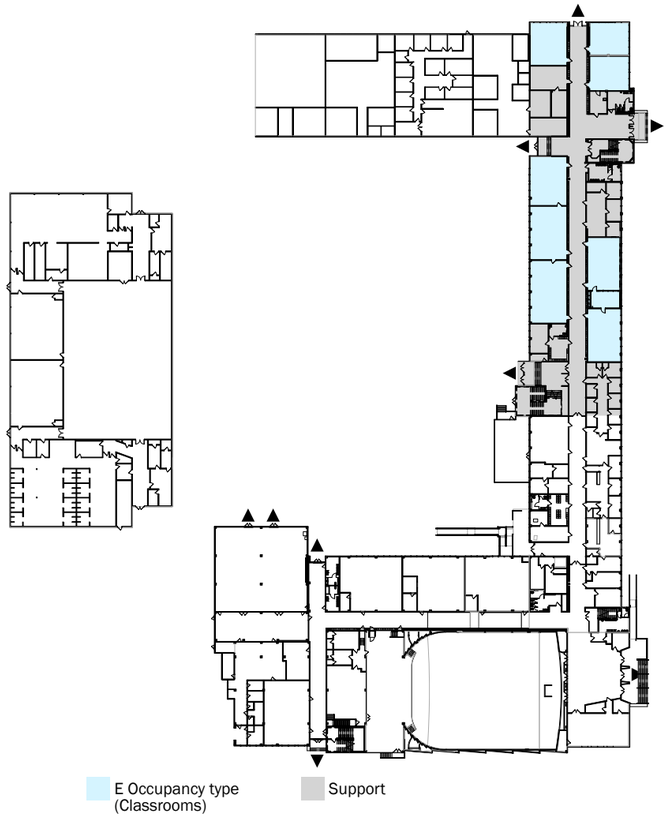
3.2 BUILDING INFORMATION : BUILDING H

- 3-story reinforced concrete structure with one-way slabs supported by concrete beams and columns.
- Seismic system is concrete shear wall.
- Building floors are integral with Building B and A with no seismic gap.

See Appendix 7.1 for more information on the structural conditions.

BUILDING INFORMATION	**BUILDING H**	
TOTAL BUILDING AREA:	43,056 SF	
OCCUPANCY GROUP:	E (Classrooms)	
CONSTRUCTION TYPE:	Type II-A	
NO. OF STORIES:	3	
BUILDING AREA/ HEIGHT CALC.	**ACTUAL / ALLOWABLE**	**CODE REF.**
BUILDING AREA*	43,056/79,500	CBC 506.2
NO OF STORIES	3/4	CBC 504.4
BUILDING HEIGHT**	50'/85'	CBC 504.3
MAX. TRAVEL DISTANCE	150 MAX, SPRINKLERED	CBC 1017.2
ROOF FIRE CLASSIFICATION	B	CBC 1505.1
FIRE SEPARATION	NOT REQUIRED	CBC 508.4
AUTOMATIC FIRE SPRINKLERS	REQUIRED	NONE
SITE SEPARATION	20' MINIMUM	NONE

PLUMBING FIXTURES CALCULATIONS**			
TYPE		OCCUPANTS PER FIXTURE	REQ.
WC	MALE	E: 1 PER 50	2
WC	FEMALE	E: 1 PER 30	3
URINALS	MALE	E: 1 PER 100	1
LAV	MALE	E: 1 PER 40	2
LAV	FEMALE	E: 1 PER 40	2
DRINKING FOUNTAIN		E: 1 PER 150	2
WC***	GENDER NEUTRAL		`



** Refer to CPC 422.0 Table A for occupant load factor (DSA-SS & DSA-SS/CC).

*** Refer to DSA BU 17-01-01 for single user toilet facilities

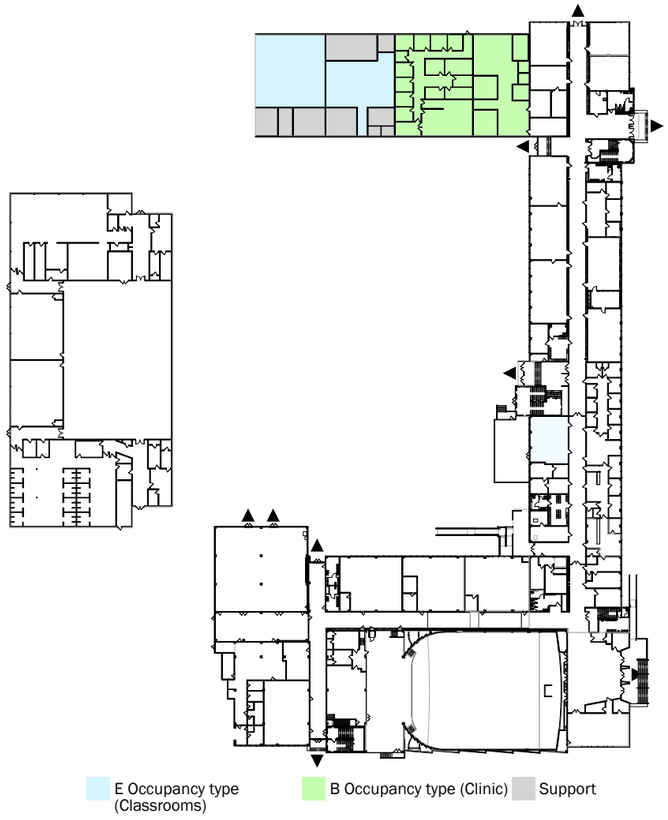
3.2 BUILDING INFORMATION : BUILDING C

- One story building that is seismically separated from Building H.
- Hybrid construction of wood, steel, concrete, and CMU.
- Panelized wood roof system supported by steel beams on and columns.
- Ordinary concrete shear wall and steel tension-only rod bracing seismic system.
- Roof has pronounced skylight/dormers with questionable seismic load path.

See Appendix 7.1 for more information on the structural conditions.

BUILDING INFORMATION	**BUILDING C**	
TOTAL BUILDING AREA:	14,177 SF	
OCCUPANCY GROUP:	• E (Classrooms) • B (Clinic)	
CONSTRUCTION TYPE:	Type II-A	
NO. OF STORIES:	1	
BUILDING AREA/ HEIGHT CALC.	**ACTUAL / ALLOWABLE**	**CODE REF.**
BUILDING AREA*	14,177/79,500	CBC 506.2
NO OF STORIES	1/4	CBC 504.4
BUILDING HEIGHT**	20'/85'	CBC 504.3
MAX. TRAVEL DISTANCE	150 MAX, SPRINKLERED	CBC 1017.2
ROOF FIRE CLASSIFICATION	B	CBC 1505.1
FIRE SEPARATION	1 HR REQUIRED	CBC 508.4
AUTOMATIC FIRE SPRINKLERS	REQUIRED	NONE
SITE SEPARATION	20' MINIMUM	NONE

PLUMBING FIXTURES CALCULATIONS**			
TYPE		OCCUPANTS PER FIXTURE	REQ.
WC	MALE	E: 1 PER 50 B: 2 PER 51-100	3
WC	FEMALE	E: 1 PER 30 B: 4 PER 51-100	8
URINALS	MALE	E/B: 1 PER 100	2
LAV	MALE	E: 1 PER 40 B: 1 PER 75	3
LAV	FEMALE	E: 1 PER 40 B: 2 PER 51-100	4
DRINKING FOUNTAIN		E: 1 PER 150	2
WC***	GENDER NEUTRAL		`



** Refer to CPC 422.0 Table A for occupant load factor (DSA-SS & DSA-SS/CC).

*** Refer to DSA BU 17-01-01 for single user toilet facilities

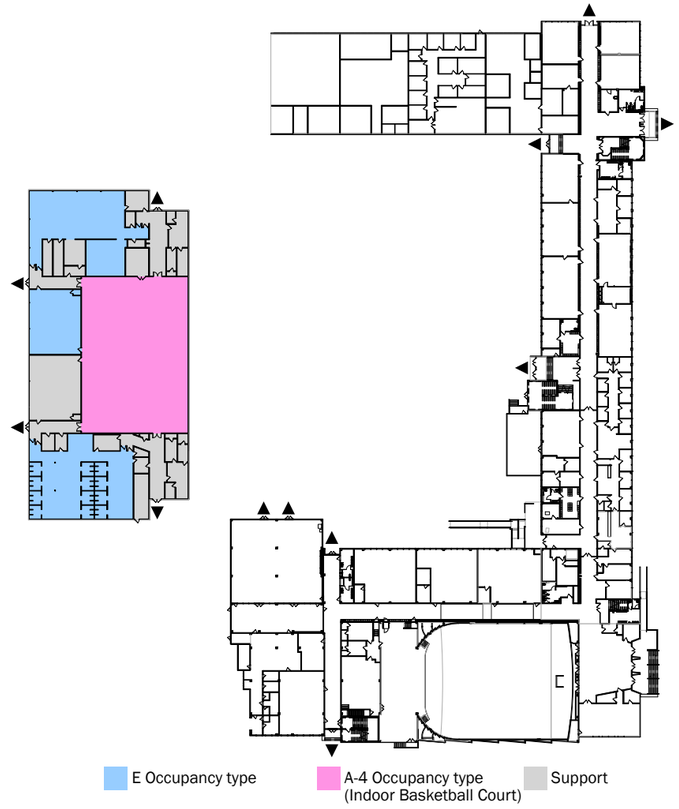
3.2 BUILDING INFORMATION : GYMNASIUM

- One-story building with high-bay central gymnasium.
- Hybrid construction comprised of wood, steel, and concrete.
- Panelized wood roof supported by steel trusses or beams, supported on concrete columns.
- Precast concrete exterior walls for the seismic system.
- Slab on grade.

See Appendix 7.1 for more information on the structural conditions.

BUILDING INFORMATION	**GYMNASIUM**	
TOTAL BUILDING AREA:	25,985 SF	
OCCUPANCY GROUP:	• E (Lockers, Weighting Room) • A-4 (Indoor Basketball Court)	
CONSTRUCTION TYPE:	Type II-A	
NO. OF STORIES:	1	
BUILDING AREA/ HEIGHT CALC.	**ACTUAL / ALLOWABLE**	**CODE REF.**
BUILDING AREA*	25,985/46,500	CBC 506.2
NO OF STORIES	1/4	CBC 504.4
BUILDING HEIGHT**	33'/85'	CBC 504.3
MAX. TRAVEL DISTANCE	150 MAX, SPRINKLERED	CBC 1017.2
ROOF FIRE CLASSIFICATION	B	CBC 1505.1
FIRE SEPARATION	NOT REQUIRED	CBC 508.4
AUTOMATIC FIRE SPRINKLERS	REQUIRED	NONE
SITE SEPARATION	20' MINIMUM	NONE

PLUMBING FIXTURES CALCULATIONS**			
TYPE		OCCUPANTS PER FIXTURE	REQ.
WC	MALE	E: 1 PER 50 A-4: 1 PER 100	4
WC	FEMALE	E: 1 PER 30 A-4: 1 PER 25	6
URINALS	MALE	E: 1 PER 100 A-4: 1 PER 100	3
LAV	MALE	E: 1 PER 40 A-4: 1 PER 200	5
LAV	FEMALE	E: 1 PER 40 A-4: 1 PER 100	5
DRINKING FOUNTAIN		E: 1 PER 150 A-4: 1 PER 250	3
WC***	GENDER NEUTRAL		



** Refer to CPC 422.0 Table A for occupant load factor (DSA-SS & DSA-SS/CC).

*** Refer to DSA BU 17-01-01 for single user toilet facilities

3.3 ENVIRONMENTAL ASSESSMENT

TCE/GROUNDWATER CONTAMINATION

In February 2020, an investigation of indoor and outdoor air, soil vapor, and groundwater was completed at McClymonds High School, after trichloroethene (TCE) was identified in groundwater collected in borings drilled and sampled for a leaking underground storage sank on site.

The California Environmental Protection Agency (CAL/EPA) Department of Toxic Substances Control (DTSC) became the lead agency in March 2020 and is now responsible for the oversight of this project (EnviroStor (ca.gov)). After DTSC reviewed the initial reports, they concluded that students and staff are not at significant risk from tetrachloroethene (also known as perchloroethylene or PCE) or trichloroethene (TCE). While TCE and PCE are present in groundwater and soil vapor (the air between soil particles underground), PCE and TCE were not detected in indoor or outdoor air.

The February 2020 results of the indoor and outdoor air sampling detected carbon tetrachloride, chloroform, and vinyl chloride at concentrations greater than their respective residential Department of Toxic Substances Control Screening Levels (DTSC-SLs) or Environmental Protection Agency Regional Screening Levels (EPA RSLs).

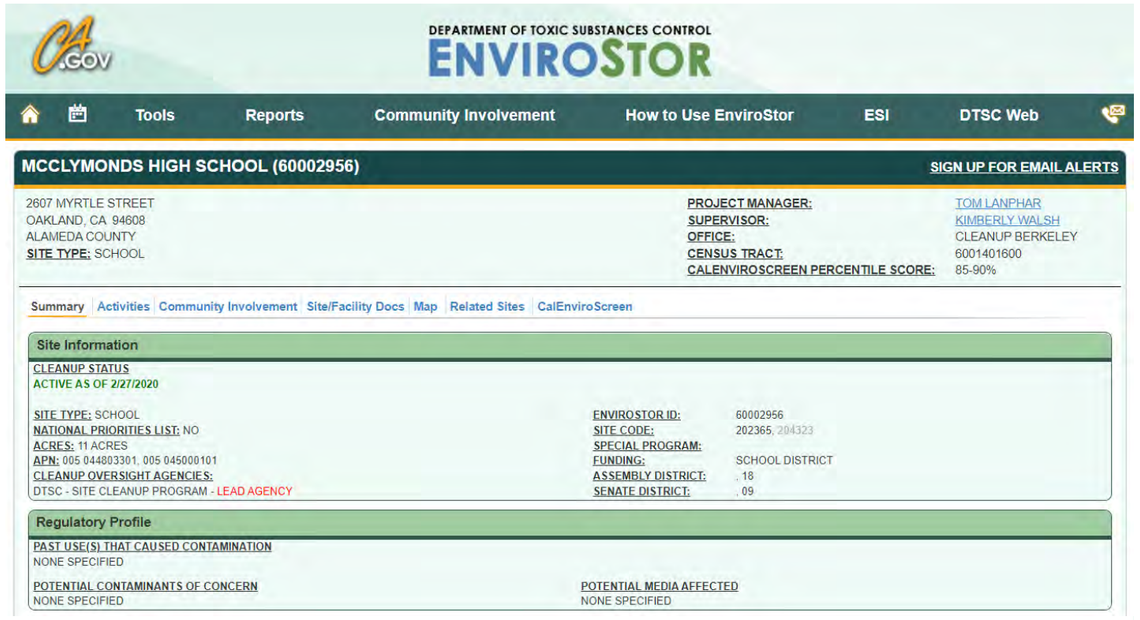
Even though TCE and PCE were not detected in any of the air samples collected, based on the results of the February 2020 sampling, quarterly indoor and outdoor air monitoring was recommended and has been performed on an on-going basis.

LEAD IN WATER SUPPLY

- Immediate issues resolved.
- To prevent future issues, a full replacement of all pipes all the way to street is recommended.

INDOOR AIR QUALITY

- Operation of the school under normal conditions, with air filtration units operating inside the school rooms, has resulted in a general decrease of concentrations of contaminants in indoor air.
- Air filtration units should continue to be operated and maintained in accordance with the manufacturer's recommendations



CA.GOV

DEPARTMENT OF TOXIC SUBSTANCES CONTROL
ENVIROSTOR

Tools | Reports | Community Involvement | How to Use EnviroStor | ESI | DTSC Web

MCCLYMONDS HIGH SCHOOL (60002956) — SIGN UP FOR EMAIL ALERTS

2607 MYRTLE STREET
OAKLAND, CA 94608
ALAMEDA COUNTY
SITE TYPE: SCHOOL

PROJECT MANAGER: TOM LANPHAR
SUPERVISOR: KIMBERLY WALSH
OFFICE: CLEANUP BERKELEY
CENSUS TRACT: 6001401600
CALENVIROSCREEN PERCENTILE SCORE: 85-90%

Summary | Activities | Community Involvement | Site/Facility Docs | Map | Related Sites | CalEnviroScreen

Site Information

CLEANUP STATUS
ACTIVE AS OF 2/27/2020

SITE TYPE: SCHOOL
NATIONAL PRIORITIES LIST: NO
ACRES: 11 ACRES
APN: 005 044803301, 005 045000101
CLEANUP OVERSIGHT AGENCIES:
DTSC - SITE CLEANUP PROGRAM - LEAD AGENCY

ENVIROSTOR ID: 60002956
SITE CODE: 202365, 204323
SPECIAL PROGRAM:
FUNDING: SCHOOL DISTRICT
ASSEMBLY DISTRICT: 18
SENATE DISTRICT: 09

Regulatory Profile

PAST USE(S) THAT CAUSED CONTAMINATION
NONE SPECIFIED

POTENTIAL CONTAMINANTS OF CONCERN
NONE SPECIFIED

POTENTIAL MEDIA AFFECTED
NONE SPECIFIED

Completed Activities

TITLE	DOCUMENT TYPE	DATE COMPLETED	COMMENTS
McClymonds 4th Quarter 2021 Air Monitoring Report	Monitoring Report	3/17/2022	
Standard Voluntary Agreement Amendment - Additional Scope of Work	Amendment - Order/Agreement	1/13/2022	
First Quarter 2021 Air Monitoring Report	Monitoring Report	6/4/2021	DTSC provided comments on Air Monitoring Reports and gave recommendations. This is not an approval letter.
Voluntary Agreement for Review of Air Monitoring Report	Standard Voluntary Agreement	4/23/2021	
Comments on Reported Investigation of Indoor Air Risks at McClymonds HS by Env. Resource Group for Oakland Education Association	Correspondence	8/21/2020	Responded to comments
Quarterly air sampling	Supplemental Site Investigation Tech Memo	7/30/2020	DTSC is not reviewing this document
Community Updat/Fact Sheet McClymonds High School Environmental Investigation	Fact Sheets	3/18/2020	DTSC completed a fact sheet describing the results of an environmental investigation at McClymonds High School. The investigation concluded that trichloroethene (TCE) and tetrachloroethene (also called perchloroethylene or PCE), are present in groundwater and soil vapor (the air between soil particles underground) but are not present in indoor and outdoor air at the High School. DTSC concludes that students and staff are not at a significant risk from TCE and PCE at the High School.
Site Investigation Report - McClymonds High School	Preliminary Endangerment Assessment Report	3/16/2020	DTSC has reviewed and approved the Site Investigation Report. The report concluded that students and staff are not at significant risk from tetrachloroethene (also known as perchloroethylene or PCE) and trichloroethene (TCE). PCE and TCE were not detected in indoor or outdoor air. TCE and PCE are present in groundwater and soil vapor.
Environmental Investigation Workplan, McClymonds High School	Preliminary Endangerment Assessment Workplan	2/25/2020	No formal approval letter

Latest EnviroStar link: https://dtsc.ca.gov/2020/03/19/mcclymonds-high-school-test-results-for-tce-verified/

04 PROGRAM REQUIREMENTS

4.1 PROGRAM OVERVIEW

21st CENTURY LEARNING

McClymonds program meets the requirements of the A-G Core curriculum while It enriches that curriculum with Engineering and Entrepreneurship Pathway Academies, electives and athletics.

The Engineering and Entrepreneurship Pathways need industry equipment that matches the state-of-the-art in the field. Labs with 3D printers, laser cutters, and other fabrication technologies are needed to support these programs.

Spaces that support social emotional learning are essential to the school's success. This includes spaces for counseling, restorative justice, mediation, and other SEL needs.

See graphics at right, produced by McClymonds' leadership, for additional facility needs.

650 TARGET ENROLLMENT

A 650-student enrollment supports a Quality Community School and it is the target for McClymonds to grow to this size in 2026.

OTHER ON SITE PROGRAMS (2021-2022)

In addition to the High School, the McClymonds campus hosts OUSD Adult Education, the Chappell-Hayes Health Clinic, a Teen Technology Center, and several other community partner organizations.

At the start of the project, the project team engaged the school community to articulate a set of goals to guide the planning process:

Safe & Healthy School
Optimize student and staff health and wellness. Address deficiencies.

High Quality & Sustainable Facilities
Provide Facilities that align with best practices for 21st century learning, seismic safety, accessibility, energy efficiency, etc…

Quality Community School
Provide space for flexible learning, fine arts, dedicated labs with industry equipment, library, community resources, counseling, restorative justice, athletics, etc…

Grass Roots Community Engagement
Ensure that the planning, design and implementation process integrates authentic students, staff and community input and participation at all levels.

Campus Access & Flow
Provide optimal building and campus flow and adjacency. Ensure access points are clear and connections, secure, and accessible.

School Image & Identity
Strengthen the student experience of inclusion, school community and school pride. Present an inviting community interface.

Commitment to Budget and Schedule
Minimize threats to project's schedule and budget from unknowns and unpredictable scope features.

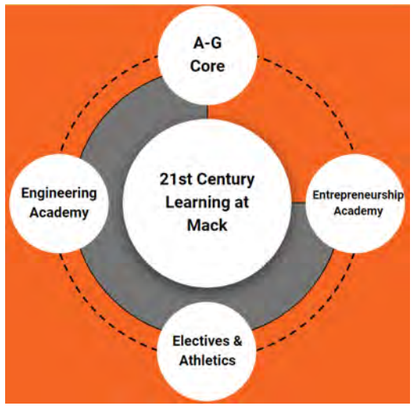
A Larger School is Needed to Cover Our Costs

School type	"Base" Model (Meets state, federal, contractual obligations & allows for teacher collaboration)	"Base Plus +" (Includes 2 Quality Community Schools staff)	Quality Community School (Includes Base and additional Quality Community Schools staff)
Elementary	304	397	590
Middle	381	645	939
High	519	585	636

**Revenue assumptions for a Quality Community School based only Unrestricted Base Revenue (i.e. LCFF Base, LCFF Supplemental, LCFF Concentration, LCFF Measure G, LCFF Lottery) Additional Restricted Costs (i.e. Librarian, SDC teachers, Art teachers, Music Teachers, and After-School Staff) are covered by Restricted Revenue and accounted for separately.*

368 → 650

2022-2023 Projection — 2026-2027 Target



4.2 SPACE PROGRAM SUMMARY

OVERVIEW

The project team documented the use and utilization of space on campus and quantified the need for various space types under potential planning scenarios.

Based on a 650 enrollment target that emphasizes Pathways, the McClymonds High School program would have a smaller overall footprint, but require larger spaces for more flexible and advanced labs.

The series of projects described in Phase 2 (updates to indoor spaces) and Phase 4 (demolition of shop/clinic building) have the overall effect of reducing McClymond's gross square footage by approximately 14,000 sq ft.

In Phase 2 (Indoor Updates), it is recommended that spaces in the main classroom building adjacent to the auditorium be considered for conversion into pathway labs with fabrication/maker space resources.

In Phase 4 (Demolish Shop/Clinic), it is recommended that spaces in the northeastern corner of the main classroom building be adapted to serve the needs of the Health Center. (The displaced shop activities will be accommodated by the updated labs in Part 2.)

EXISTING PROGRAM MATRIX

Space Type	Comments	Room Count	Total Seats	Total ASF	Notes
Classrooms					
Small Classroom	<600 sq ft	3		1,518	
Large Classroom	>600 sq ft	35		33,225	Includes rooms used for Adult Ed, Social Worker, Counseling, and Africana Center.
Classroom Storage				2,714	Prep rooms connected to classrooms. 7% of classroom sq ft
	Classrooms ASF Total			34,743	
Labs					
Science Lab		4		5,445	Running water and Gas
Science Laboratory Service		6		1,175	Prep rooms connected to science labs. 22% of lab sq ft
Computer Lab		2		2,471	Room 200 and Room 209
Makerspace				835	Mack Makers (224)
Engineering Pathway Lab				2,425	Room 226 and all ancilary spaces.
Woodshop	Building C	4		3,433	
Technology Lab (Best Buy Tech Center)	Building C	8		3,319	All (8) spaces are dedicated to Best Buy Tech Center
	Labs ASF Total	16		15,784	
Offices					
Standard Office + Reception		29		4,984	
Conference Room		1		235	Admin Use
Office Services		11		682	Storage (13%)
	Office ASF Total			5,901	
Study					
Library		1		3,092	
Mack Café including storage and prep		3		726	
	Study ASF Total			3,818	
Special Use					
Pool House		1		2,517	
Gymnasium		1		8,461	
Training		2		3,340	Weight Room and Dance Studio
Locker Rooms		2		5,984	
Athletic Service		30		4,705	Includes Athletic Manager Office
	Special Use ASF Total			25,007	
General Use Facilities					
Auditorium & Stage		2		10,904	
Backstage & Assembly Services		8		1,559	
Cafeteria		2		5,146	
Kitchen		9		1,785	Kitchen & support spaces
	General Use ASF Total			19,394	
Support					
Central Computer		1		126	
Central Storage		15		7,971	Storage not dedicated to specific classrooms, labs, or offices
	Central Support ASF Total			8,097	
Health Care					
Clinic	Building C	28		6,895	
	Clinic Total			6,895	
	Sub-total Building Program ASF			119,639	
	Grossing Factor (calculated)			1.56	Calculated from existing building and use
	Total GSF			187,113	This number is the Gross Area calculated from existing building

PROPOSED PROGRAM MATRIX

Space Type	Comments	Room Count	Total Seats	Total ASF	Notes
Classrooms					
Small Classroom	<600 sq ft	3		1,518	
Large Classroom	>600 sq ft	31		29,731	Includes rooms used for Adult Ed, Social Worker, Counseling, and Africana Center.
Classroom Storage				2,714	Prep rooms connected to classrooms. 7% of classroom sq ft
	Classrooms ASF Total			31,249	
Labs					
Science Lab		4		5,445	Running water and Gas
Science Laboratory Service		6		1,175	Prep rooms connected to science labs. 22% of lab sq ft
Computer Lab		2		2,471	Room 200 and Room 209
Makerspace				835	Mack Makers (224)
Engineering Pathway Lab				3,853	Room 226 and all ancilary spaces.
	Labs ASF Total	12		13,779	
Offices					
Standard Office + Reception		29		4,984	
Conference Room		1		235	Admin Use
Office Services		11		682	Storage (13%)
	Office ASF Total			5,901	
Study					
Library		1		3,092	
Mack Café including storage and prep		3		726	
	Study ASF Total			3,818	
Special Use					
Pool House		1		2,517	
Gymnasium		1		8,461	
Training		2		3,340	Weight Room and Dance Studio
Locker Rooms		2		5,984	
Athletic Service		30		4,705	Includes Athletic Manager Office
	Special Use ASF Total			25,007	
General Use Facilities					
Auditorium & Stage		2		10,904	
Backstage & Assembly Services		8		1,559	
Cafeteria		2		5,146	
Kitchen		9		1,785	Kitchen & support spaces
	General Use ASF Total			19,394	
Support					
Central Computer		1		126	
Central Storage		15		7,971	Storage not dedicated to specific classrooms, labs, or offices
	Central Support ASF Total			8,097	
Health Care					
Clinic	Building C	3		2,066	
	Clinic Total			2,066	
	Sub-total Building Program ASF			109,311	
	Grossing Factor (calculated)			1.59	
	Total GSF			173,383	

5.0 PREFERRED CONCEPT

5.1 OVERVIEW

The preferred concept for McClymonds High School includes building system updates to maximize safety, updates to spaces that support the whole student, and a reorganization of the site to move parking out of the campus core.

This concept is a framework of prioritized phases that can be pursued over time to align with available resources.

1. Building Systems

a. Replace plumbing
b. Implement vapor mitigation solution (ideally HVAC-based)
c. Update HVAC in main building and gym

2. Indoor Space Updates

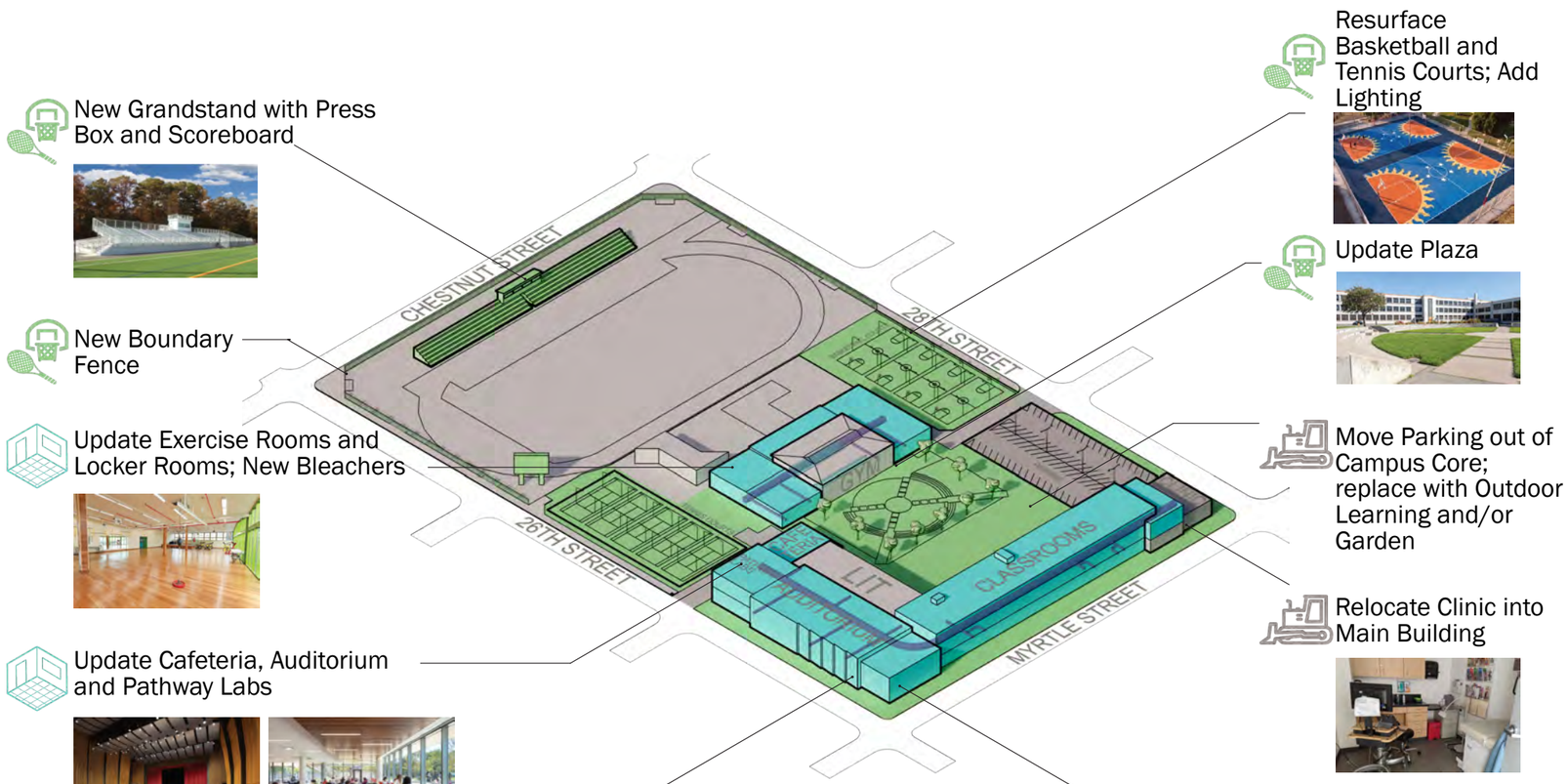
a. Classrooms + science labs
b. Dedicated pathway labs
c. Auditorium
d. Cafeteria
e. Locker rooms + exercise rooms; replace basketball court bleachers

3. Outdoor Space Updates

a. Replace football bleachers
b. Refinish field of play + provide site lighting for tennis + basketball courts
c. Update Plaza of Peace with more trees, seating, and social space
d. Provide scoreboard
e. Update site boundary fence
f. Allocate space for battery storage in alignment with District-Wide energy storage program (No Measure Y funds used)

4. Demolish Shop/Clinic/Tech center building

a. Relocate Clinic and other displaced functions to main classroom building
b. Relocate Parking Lot to location previously occupied by demolished building
c. Redesign landscape where parking lot was previously located



New Grandstand with Press Box and Scoreboard

New Boundary Fence

Update Exercise Rooms and Locker Rooms; New Bleachers

Update Cafeteria, Auditorium and Pathway Labs

Update Classrooms and Labs

Resurface Basketball and Tennis Courts; Add Lighting

Update Plaza

Move Parking out of Campus Core; replace with Outdoor Learning and/or Garden

Relocate Clinic into Main Building

New Plumbing, HVAC, and Vapor Mitigation - Gym and Main Building

5.2 CONCEPT ITERATIONS

Engagement with school and community stakeholders was integral to the development of the Bridging Documents.

CONCEPTUAL SCENARIO EVALUATION

Concepts that explored a range of planning options were shared and reviewed with the public at community meetings. The feedback from these meetings was essential in defining the project scope, concept, and prioritization of scope elements.

KEY FINDINGS FROM COMMUNITY INPUT:

- Prioritize health and safety #1
- Focus investment on students
- Keep pool
- Protect previous investments (LIT, Gym, Plaza, etc...)
- Flexibility for future Pathways
- Plan for 650 student community school
- Set up the next projects

COMMUNITY REQUESTS WITH PROHIBITIVE COSTS:

Some ideas suggested by members of the community, such as adding additional levels to existing buildings, were found to have extremely high costs, and thus not included in the conceptual scenarios. The team's estimates for these community requests with prohibitive costs can be seen at right

- **Expand third floor above LIT/Cafeteria** → *Structural modification triggers DSA mandatory upgrades: **$120M+** for main building.*
- **Install rooftop gardens** → *New occupancy of roof triggers DSA mandatory upgrades: **$120M+** for main building; **$45M+** for gym.*
- **Add levels to Shop/Clinic Building** → *Structural modification triggers DSA mandatory upgrades: **$36M+** Shop/Clinic Building upgrades and new construction.*

5.2 CONCEPT ITERATIONS

At the April, 2022 Project Advisory meeting, two Conceptual Scenarios were discussed to understand the McClymonds Community's preference with regards to various planning options.

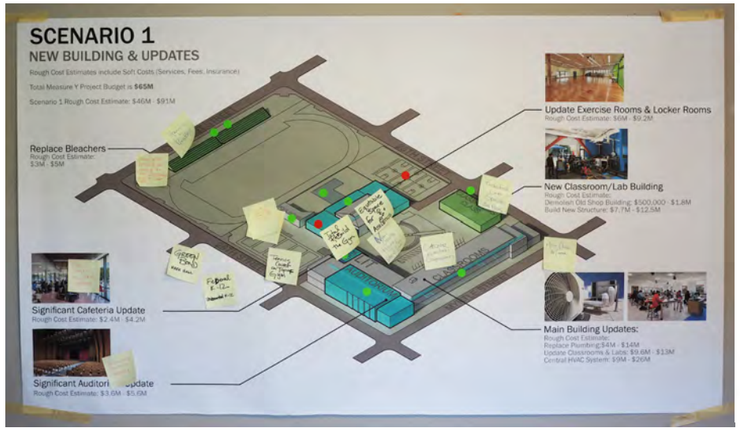
Certain elements of each plan were popular while other components were highlighted as bad moves. Many new ideas were contributed as well, which were included in the Preferred Concept.

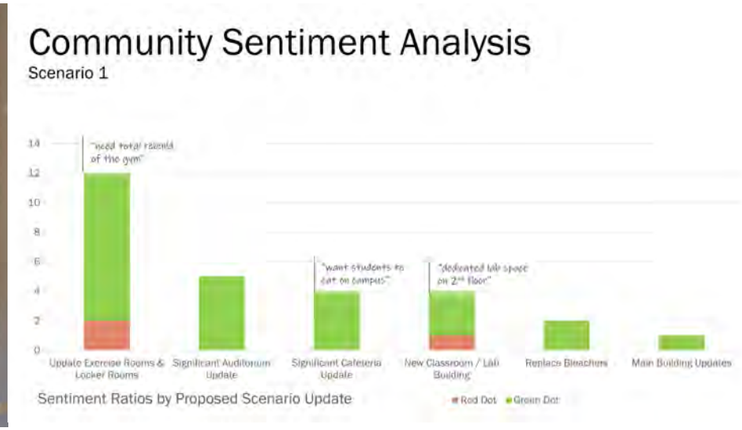
CONCEPTUAL SCENARIO 1

Scenario 1 considered replacing the shop building with a new lab building in the same location. Scenario 1 focused on indoor space updates in the existing classroom building.

CHARACTERISTICS

- Replace plumbing and new systems across Classroom building, Auditorium, Cafeteria, Lit Center and Gym
- Demolish Shop Building and relocate spaces
- No change in capacity
- Classroom and Labs updated
- New 6 classroom/lab building
- Major updates for Cafeteria, Auditorium
- Update Exercise and Locker rooms
- Replace Bleachers



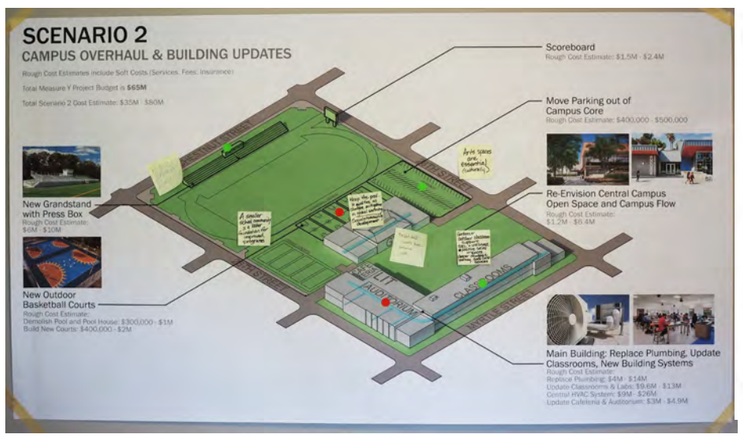


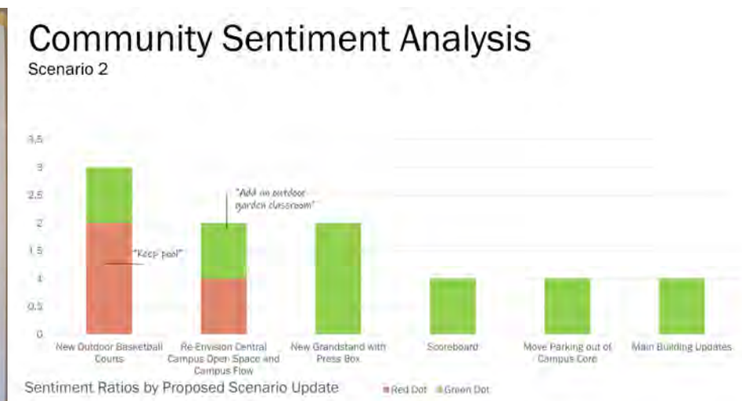
CONCEPTUAL SCENARIO 2

Scenario 2 focused on outdoor improvements and relocating the parking from the campus core. Scenario 2 involved removing the pool and relocating basketball courts to create an athletics hub and academic quad.

CHARACTERISTICS

- Replace plumbing and new systems across Classroom building, Auditorium, Cafeteria, Lit Center and Gym
- Demolish Shop Building
- Capacity rightsized
- Major Campus grounds updates
- Spaces updated across campus
- New Grandstand with press box and Scoreboard





5.3 PRIORITIZATION & SWING SPACE

COST ESTIMATE SUMMARY AND PRIORITIZATION

The scope of work and associated cost estimates within this document were generated with the recognition that it is a period of tremendous price fluctuation. World events, currency inflation, and supply chain disruptions make it very difficult to estimate costs at the time of this project. The estimates in this report date from 2022, and will need to be revised as construction costs continue to evolve.

Should costs for the scope in all 4 phases exceed available resources:

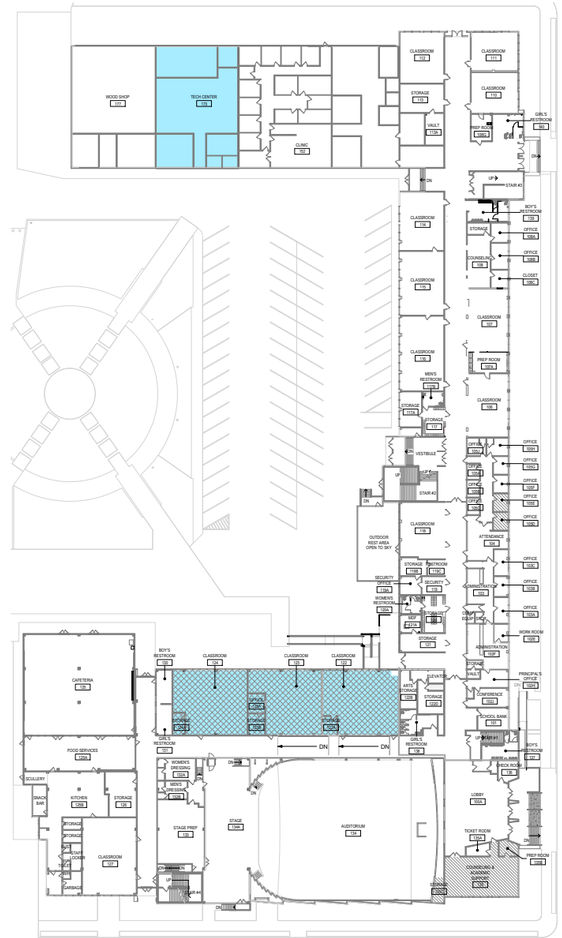
- **The Design Build Entity should prioritize scope elements by phase: Building Systems Upgrades in Phase 1 are essential and the highest priority.**
- **Indoor updates in Phase 2 are the next highest priority, followed by Outdoor updates in Phase 3.**
- **If updated cost estimates indicate that work in those 3 phases will exhaust the budget, Phase 4 (demolition of shop/clinic building and relocation of parking) may be omitted from the scope of work for this project and postponed for a future project.**
- **Building System Upgrades in Phase 1 should include as many "High Priority" voluntary structural upgrades as possible to address seismic deficiencies identified in Appendix 7.1, pages 48-56.**
- **Execution of different phases may occur concurrently.**

NO OFFSITE TEMPORARY STUDENT RELOCATION

McClymonds High School will continue operating on site during the course of the modernization. The Design Build Entity will have to coordinate with school leadership to minimize disruption.

ON-SITE SWING SPACE

Construction phasing can temporarily use spaces used by partner organizations, as swing-space to house High School functions displaced during phasing, as indicated in blue on the plan at the right.



5.4 PHASING

PHASE 1: BUILDING SYSTEMS

DESCRIPTION	COST ESTIMATE
Replace Plumbing	$16M-$48M
Seismic Updates	
Heating, Ventilation and Air Conditioning (HVAC)	

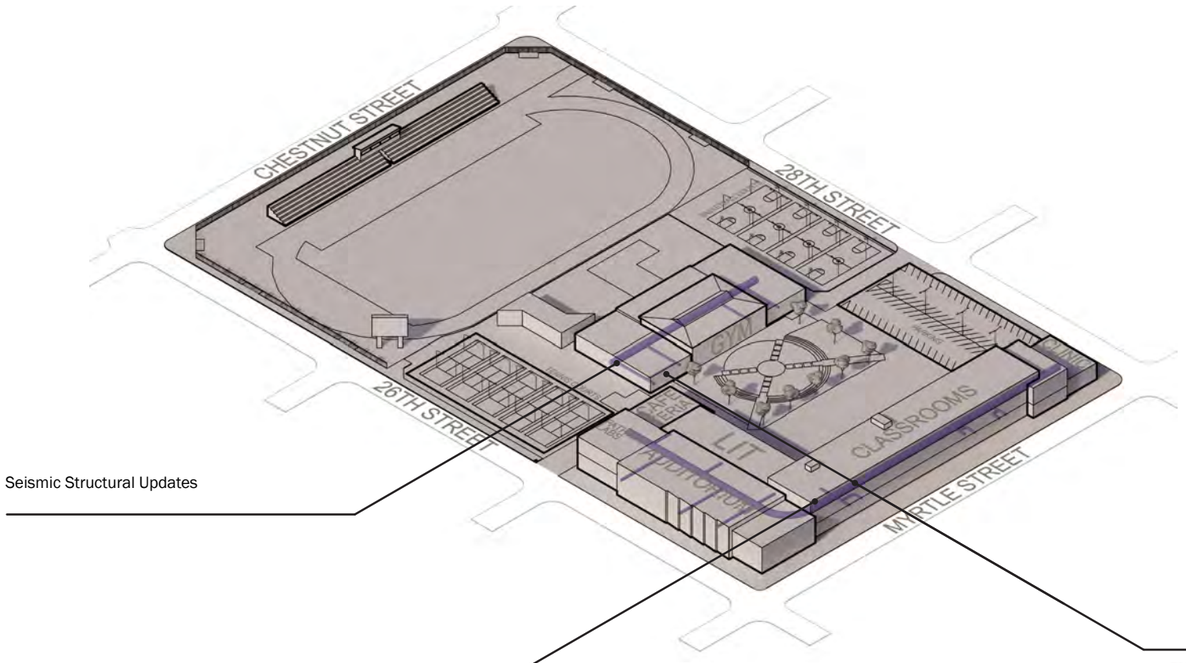
• Implement vapor mitigation
  • Recommend HVAC-based solutions
  • Pursue vapor barriers if needed
	Included in HVAC

NOTE: Cost Estimate includes materials and labor, hazardous materials mitigation, escalation and soft costs (i.e. design services, financing, etc...)

Low cost estimates assume:
- Minimal site mitigation needs
- best-case scenario assumptions on construction costs and escalation.
- 20% soft costs (competitive bidding)

High end estimates assume:
- Extensive hazardous materials mitigation needs
- worst-case scenario assumptions on construction costs and escalation
- 40% soft costs (low interest from bidding design-build entities)

PART 1: BUILDING SYSTEMS



Seismic Structural Updates

New HVAC system for Gym and Main Building

New Plumbing in Main Building and Gym

05 CONCEPT

5.4 PHASING

PHASE 2: INDOOR UPDATES

DESCRIPTION	COST ESTIMATE
Classrooms	$22M-$46M
Science Labs	
Pathway Labs	
Auditorium	
Cafeteria	
Locker Rooms	
Exercise Rooms	
Bleachers	

NOTE: Cost Estimate includes materials and labor, hazardous materials mitigation, escalation and soft costs (i.e. design services, financing, etc...)

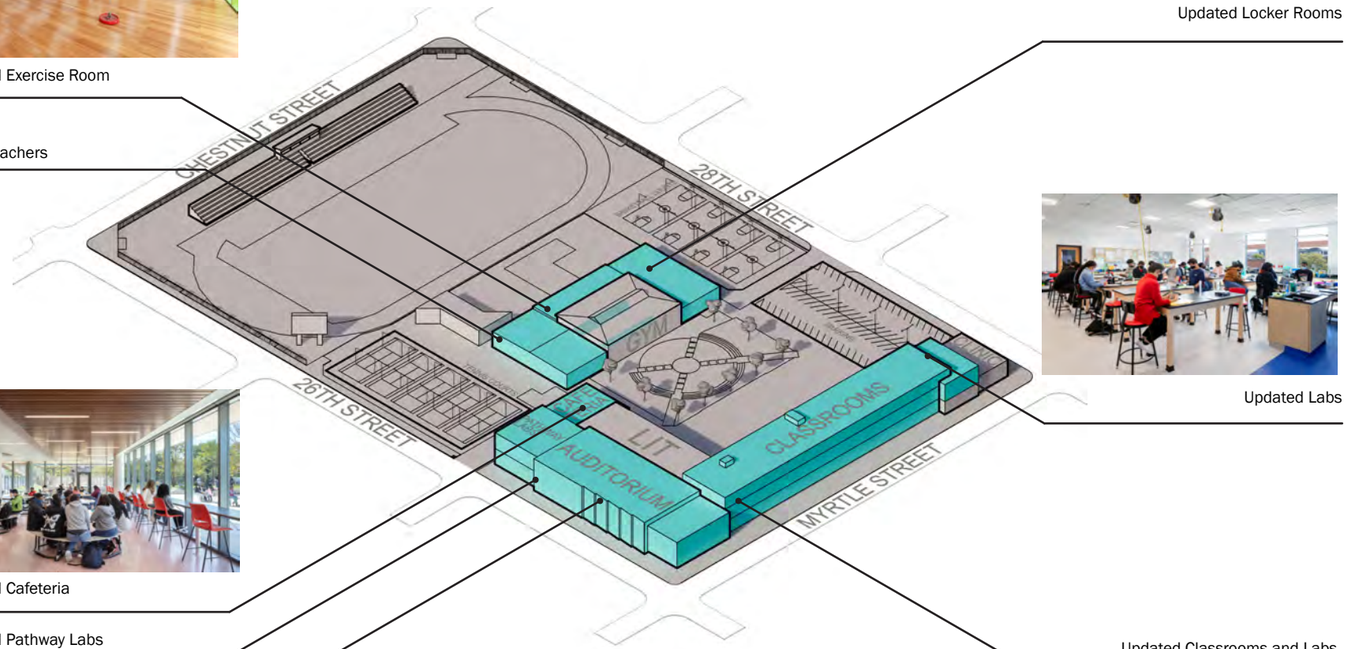
Low cost estimates assume:
- Minimal site mitigation needs
- best-case scenario assumptions on construction costs and escalation.
- 20% soft costs (competitive bidding)

High end estimates assume:
- Extensive hazardous materials mitigation needs
- worst-case scenario assumptions on construction costs and escalation
- 40% soft costs (low interest from bidding design-build entities)

PART 2 INDOOR UPDATES

Updated Exercise Room

New Bleachers



Updated Locker Rooms

Updated Labs

Updated Cafeteria

Updated Pathway Labs

Updated Auditorium

Updated Classrooms and Labs

5.4 PHASING

PHASE 3: OUTDOOR UPDATES

DESCRIPTION	COST ESTIMATE
Replace Football Bleachers	$6M-$10M
Provide Scoreboard	$1M-$2M
Refinish field of play + provide site lighting for tennis + basketball courts	$1M-$4M
Update Plaza of Peace with more trees, seating, and social space, update site boundary fence	$1M-$3M
Allocate space for battery storage	*No Measure Y Cost*

NOTE: Cost Estimate includes materials and labor, hazardous materials mitigation, escalation and soft costs (i.e. design services, financing, etc...)

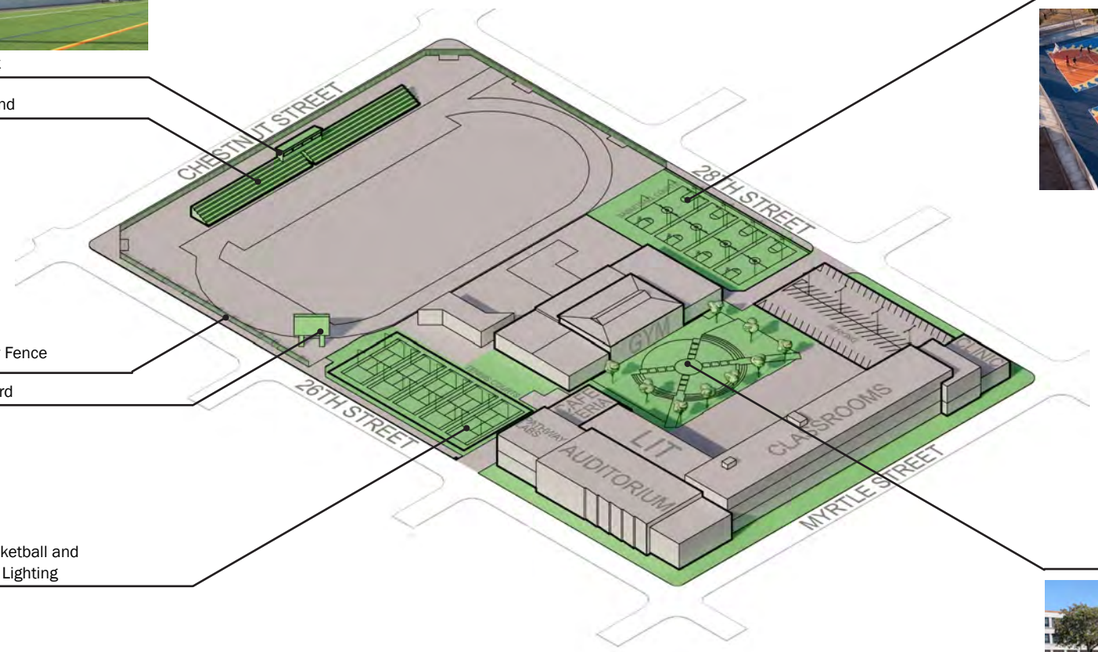
Low cost estimates assume:
- Minimal site mitigation needs
- best-case scenario assumptions on construction costs and escalation.
- 20% soft costs (competitive bidding)

High end estimates assume:
- Extensive hazardous materials mitigation needs
- worst-case scenario assumptions on construction costs and escalation
- 40% soft costs (low interest from bidding design-build entities)

PART 3: OUTDOOR UPDATES

New Press Box

New Grandstand



New Boundary Fence

New Scoreboard

Resurface Basketball and Tennis Courts; Lighting

Resurface Basketball and Tennis Courts; Lighting

Update Plaza of Peace

05 CONCEPT

5.4 PHASING

PHASE 4: DEMOLISH SHOP/CLINIC BUILDING

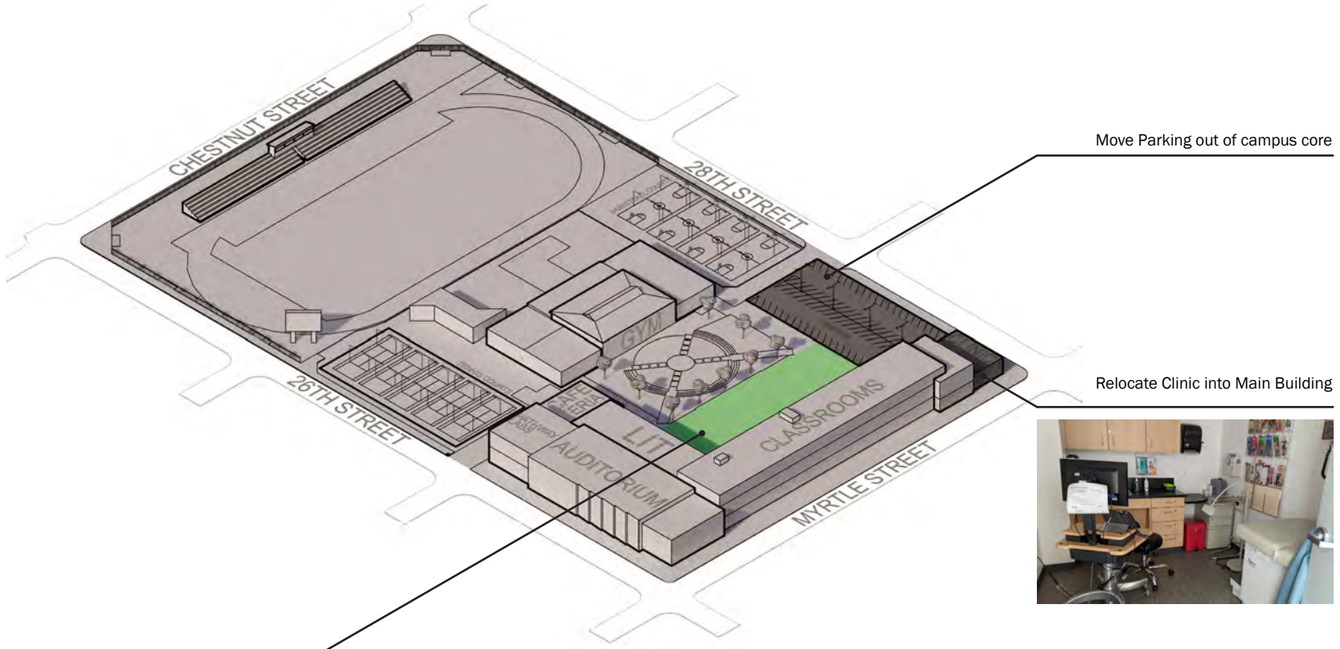
DESCRIPTION	COST ESTIMATE
Relocate Parking Lot to location previously occupied by demolished building	$1M-$2M
Redesign landscape where parking lot was previous located	$3M-$8M
Relocate Clinic and other displaced functions to main classroom building	$6M-$11M

NOTE: Cost Estimate includes materials and labor, hazardous materials mitigation, escalation and soft costs (i.e. design services, financing, etc...)

Low cost estimates assume:
- Minimal site mitigation needs
- best-case scenario assumptions on construction costs and escalation.
- 20% soft costs (competitive bidding)

High end estimates assume:
- Extensive hazardous materials mitigation needs
- worst-case scenario assumptions on construction costs and escalation
- 40% soft costs (low interest from bidding design-build entities)

PART 4: DEMOLISH SHOP/CLINIC BUILDING



6.0 SPACE GUIDELINES

6.1 ROOM CRITERIA

GENERAL EDUCATION CLASSROOMS

Classroom spaces should be configured to support a variety of potential teaching and learning styles. The design for all updates shall align with OUSD Educational Specifications as well as the District's Furniture and Information Technology standards.

CLASSROOMS CRITERIA:

- Diversity of secured storage options
- Flooring that is waterproof, durable and easy to clean
- Stackable or nesting furniture
- Writable surfaces on walls
- Maximum access to natural light
- Lighting controls for quality screen viewing
- Acoustic isolation
- Plentiful electrical outlets
- Easy-to-use classroom technology and projection systems

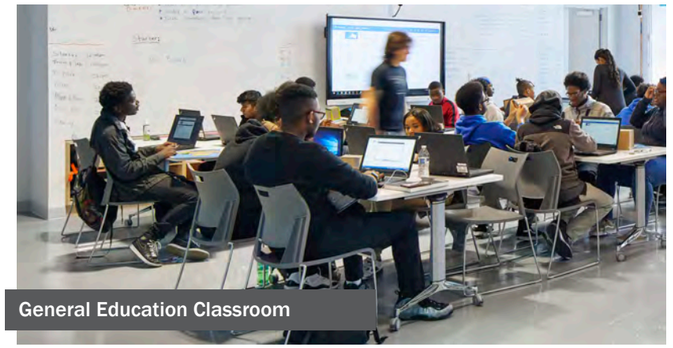
SCIENCE LABS

Science and STEM programs should be housed in spaces with laboratory specifications customized for technical, hands-on projects and experiments involving hazardous materials. The design for all updates shall align with OUSD Educational Specifications as well as the District's Furniture and Information Technology standards.

Laboratory Classrooms should feature a flexible design able to handle a variety of furniture and set-ups so, as much as possible, the specialization for a given program comes from the fittings the room is configured with, rather than the building

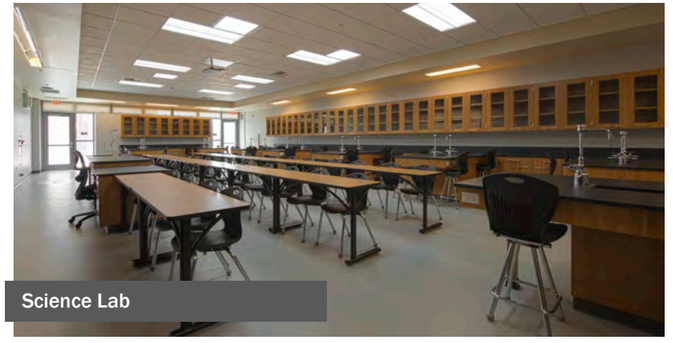
SCIENCE LAB CRITERIA:

- Chemical storage/Teacher preparation back room
- Flooring that is waterproof, durable, and easy to clean
- Modular furniture and workstations
- Plumbing to support multiple sink installations and a chemical eye wash station.
- As much as possible, locate sinks along walls rather than islands to maximize functional flexibility
- Maximum natural light
- Chemical fume hood



General Education Classroom

General Education Classroom



Science Lab

6.1 ROOM CRITERIA

PATHWAY LABS

Pathway programs at McClymonds HS provide a flexible approach to secondary education bringing together high school academics, demanding technical education, support services, and work-based learning that help prepare students for success in college, career and life. Accordingly, Pathway Labs must accommodate special equipment and evolving technology that matches industry trends and standards. At the time of the production of these Bridging Documents, Engineering and Entrepreneurship Pathway programs are offered at McClymonds, but additional programs may be offered in the future. The design for all updates shall align with OUSD Educational Specifications as well as the District's Furniture and Information Technology standards.

Examples for the types of activities that take place in these labs includes:

- Robotics
- Rapid prototyping (Makerspace and Fabrication)
- Interactive media
- Project-based learning

PATHWAY LAB CRITERIA:

- 1,200 SQ FT or greater
- Writable surfaces panels on all four walls
- Power and ventilation for digital fabrication technologies (Laser cutters, CNC machines, 3d Printing)
- Ability to accommodate:
  - Robotics (design, fabrication, assembly & testing)
  - Durable Worktables
  - Wood Working Machinery
  - Project assembly
  - Rough carpentry
  - Dust Collector
- Easy loading dock access
- Power and IT infrastructure for computer workstations and interactive media

COMPUTER LABS

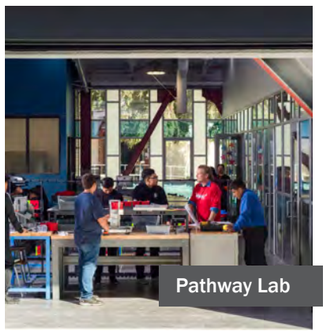
Designated computer labs are not included in this scope. General education classrooms should be equipped with sufficient power and connectivity infrastructure to allow each student to simultaneously use a laptop or Chromebook.

Pathway Labs that require more powerful desktop computers may be equipped with permanent computer workstations.

Pathway Lab


Pathway Lab


Pathway Lab


Pathway Lab

6.1 ROOM CRITERIA

LIBRARY

McClymonds' Library Innovation Center (LIT) and the adjacent Mack Café were recently updated and shall be excluded from this scope of work. The Library (LIT) should not be modified except to accommodate work related to updated building systems. The design for all updates shall align with OUSD Educational Specifications as well as the District's Furniture and Information Technology standards.

QUALITY COMMUNITY SCHOOL COUNSELING SPACES

Quality Community School Counseling spaces include on-campus student, family, and community resources. The specific design of these facilities should vary depending on the program and lead agency/provider. Because programs change and evolve over time along with their providers, Designs should be flexible and accessible. The design for all updates shall align with OUSD Educational Specifications as well as the District's Furniture and Information Technology standards. Activities hosted in these spaces may include:

- Restorative Justice/Peace Room
- Community Manager Offices
- Counseling Offices
- Community Partner Activities

COUNSELING SPACES CRITERIA:

- Protection of privacy
- Office space (shared and private; the number needed will depend on the types of programs and providers)
- Access to restrooms and water stations
- Computers/WiFi/technology access
- Plentiful power outlets
- Informal meeting space with re-configurable furniture that can accommodate group activities; lounge furniture.

Support Space

6.1 ROOM CRITERIA

AUDITORIUM

Auditoriums support performing arts, and may be used for school assemblies or community events. The design for all updates shall align with OUSD Educational Specifications as well as the District's Furniture and Information Technology standards. Activities hosted in these spaces may include.

AUDITORIUM CRITERIA:

- Enhance acoustical quality through room configuration, acoustic treatments and other methods
- Fixed and ramped seating for comfortable sight lines
- Design elements to help manage large crowds and use of only part of the space. (Consider color coding systems, numbered sections, etc.)
- To simplify maintenance, do not mix carpeted and non-carpeting flooring surfaces. If carpeted flooring is used, use carpet tiles
- All surfaces should be durable and easy to clean
- Doors, equipment, and controls should be clearly marked with signage
- Locate a custodial utility room in the auditorium area
- Zoned stage lighting
- Access to restrooms and rooms that can be used as changing rooms
- Storage for costumes, props, and tech equipment
- Retractable projection screen
- Independent secured access from the rest of the campus with ability to be closed off from all parts of school during public evening activities
- Spaces that may be used for community functions after school hours should have climate control systems accessible by site administrators or custodians
- Uniform and controllable lighting, theatrical lighting
- Electrical outlets for equipment
- Direct and convenient access to stage via stairs/ramps

MUSIC AND PERFORMANCE CLASSROOMS

Learning environments to support Music and Performance programs have acoustic and storage requirements above and beyond those of a general education classroom. The design for all updates shall align with OUSD Educational Specifications as well as the District's Furniture and Information Technology standards.

MUSIC AND PERFORMANCE ROOM CRITERIA:

- Enhance acoustical quality through room configuration, acoustic treatments and other methods
- If carpeted flooring is used, use carpet tiles
- All surfaces should be durable and easy to clean
- Secured storage for instruments and equipment shall be provided within or adjacent to music and performance classrooms

Auditorium

6.1 ROOM CRITERIA

INDOOR ATHLETIC & PHYSICAL EDUCATION SPACES

Indoor athletic rooms should provide space for: physical education instruction, student athletic programs, student events and gatherings, community events, gatherings and recreational activities, and emergency shelter. The design for all updates shall align with OUSD Educational Specifications as well as the District's Furniture and Information Technology standards.

GYMNASIUM

The scope of work for the gymnasium for this project is limited to replacement of the bleachers, unless to there is work needed to accommodate updated building systems.

- Bleachers shall retract to accommodate Physical Education programming or extend to accommodate as many fans as possible for competition.
- Bleachers shall provide sufficient space for regulation basketball courts when fully extended
- Bleachers shall provide accessible seating in alignment with ADA requirements

WEIGHT ROOM:

One room shall be designated as a weight room.

- Space shall have a flexible configuration to accommodate physical education, sports programs, and health classes
- Windows should provide plentiful light and be operable to provide fresh air to the room
- An HVAC system shall provide sufficient ventilation to keep the room comfortable at maximum capacity

AEROBICS AND DANCE ROOM:

One room shall be designated as an Aerobics and Dance Room.

- Space for dance, aerobics and wrestling activities with appropriate flooring
- One wall shall feature a barre and mirror to support dance programs
- Windows should provide plentiful light and be operable to provide fresh air to the room
- An HVAC system shall provide sufficient ventilation to keep the room comfortable at maximum capacity

LOCKER ROOMS:

The locker rooms at McClymonds High School shall be overhauled to replace all plumbing and align with OUSD Educational Specifications as well as the District's Furniture and Information Technology standards. The number of lockers, fixtures, and overall configuration of locker rooms shall be updated based on input from the school leadership.

- All existing plumbing and fixtures shall be removed and replaced
- Locker rooms shall provide a safe and clean area for students to shower, change, and store clothes.
- Shower areas shall feature individual stalls to provide privacy
- Locker space for home and away teams for athletics may be separated from lockers for general physical education use
- Laundry facilities shall be provided for team use or use by students and community partners

ATHLETIC DIRECTOR'S OFFICE:

Provide space for an Athletic Director's office in the gymnasium building. This space shall meet the same requirements for offices described in this document.

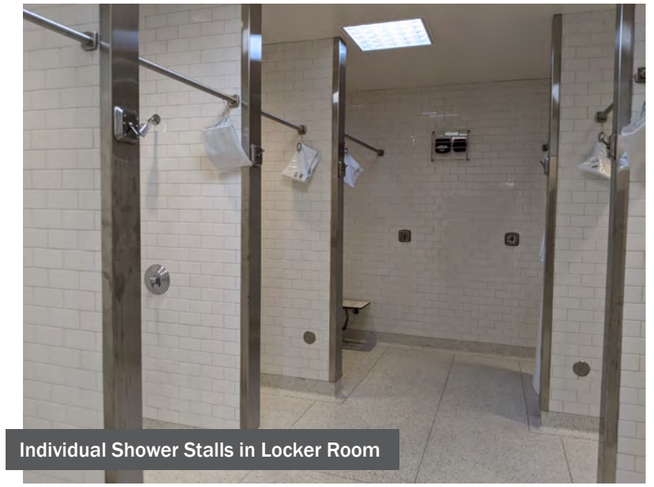
SNACK BAR:

Provide space for a small food service snack bar that can offer sales to the exterior of the building.

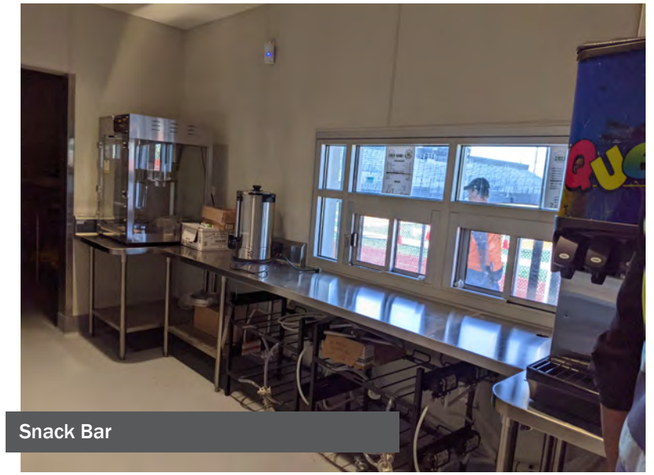
- Sink and drain suitable for food service
- Space and power for food warming
- Connectivity for point of sale service
- Access to substantial storage space

POOL AND POOL HOUSE:

The pool and pool house are not included in this scope of work and should not be modified in this project.



Individual Shower Stalls in Locker Room



Snack Bar

6.1 ROOM CRITERIA

CAFETERIA & KITCHEN

Cafeterias should support the service of healthy nutritious food in alignment with the Nutrition Services. Additionally, cafeterias should support use by school programs for special activities and be capable of effectively hosting community events. The design for all updates shall align with OUSD Educational Specifications as well as the District's Furniture and Information Technology standards.

The McClymonds kitchen should support both scratch cooking on site and a "modified bulk delivery" model where ingredients partially prepared off-site are assembled into full meals.

Designers should engage Nutrition Services to confirm and update criteria requirements.

Where possible, the campus design should also include kiosks and snack bars across the campus to allow students to access healthy food from more locations.

CAFETERIA CRITERIA:

- A pleasant atmosphere for students to eat meals (assume population served over three breakfast and lunch periods)
- A flexible meeting space for groups if needed
- Grab-and-go service fridge
- Flexible furniture
- Hot and Cold serving line
- Bottle fillers
- Digital menu boards to accommodate different themes and meals
- Power and connectivity for tablet-based point of service scanning and electronic payment systems
- Adequate ventilation
- Plentiful electrical outlets for student use
- Integrated sound system
- Retractable projection screen or designated projection surface; consider ceiling-mounted projector

KITCHEN CRITERIA

- Uniform lighting
- Durable seamless flooring
- Proper ventilation of space to remove cooking odors
- Cleanable building surfaces
- Electrical/plumbing/mechanical connection for food service equipment
- Appropriate drainage
- Walk-in refrigerator and freezer
- Refrigeration should be accommodate a power loss alarm – provide data and power nearby.
- Dry storage Area
- Food Service Chemical Storage (kept separate from custodial storage)
- Stoves and ovens
- Dish washing facility
- Waste disposal area
- Prep sinks
- Hand sinks for kitchen staff
- Office/workspace for Kitchen Manager with desk and telephone.
- Staff bathroom and staff lockers (6)
- Design should account for sufficient power for planned equipment and future growth and changes

Cafeteria Service

6.1 ROOM CRITERIA

ADMINISTRATIVE SERVICES

All office spaces should have access to daylight, views, and fresh air. Offices should have operable windows and have phone and network connectivity. The design for all updates shall align with OUSD Educational Specifications as well as the District's Furniture and Information Technology standards.

GENERAL ADMINISTRATIVE SPACES CRITERIA:

- Locate central administrative facilities in an easy-to-find location near the school's main entrance.
- WiFi/telecommunication connections
- Uniform and controllable lighting
- Environmental sound control
- Acoustic privacy

STANDARD OFFICE/ADMINISTRATIVE WORKROOM CRITERIA:

- Uniform lighting
- Environmental sound control
- Storage including file cabinets
- Adjustable height bookshelves
- Admin workstation
- Executive chair
- Task chair
- Plentiful electrical outlets for equipment
- Windows to provide natural light and shades for visual privacy

PRINCIPAL/VICE PRINCIPAL OFFICE CRITERIA

- Larger area than standard office
- Uniform lighting
- Environmental sound control
- Storage including file cabinets
- Adjustable height bookshelves
- Admin workstation
- Plentiful electrical outlets for equipment
- Windows to provide natural light and shades for visual privacy
- Executive chair
- Small conference table
- Task chairs

RECEPTION CRITERIA

- Reception counter
- Uniform lighting
- Environmental sound control
- Storage including file cabinets
- Adjustable height bookshelves
- Admin workstations
- Task chairs
- Plentiful electrical outlets for equipment
- Adequate ventilation
- Restricted visual access to computer screens, paperwork, etc...
- Lockable casework
- Tack-able/magnetic wall surface
- Soft reception seating

CONFERENCE ROOM CRITERIA

- Uniform lighting
- Environmental sound control
- Stackable or nesting furniture
- Plentiful electrical outlets for equipment
- Window blinds for privacy
- Marker board

BUILDING SERVICES AND SUPPORT SPACES

Building Services and Support Spaces space types range in size depending on function. This category includes restrooms, custodial rooms, MDFs and IDFs mechanical, electrical and storage rooms. Support Spaces are humidity and temperature- controlled environments. The design for all updates shall align with OUSD Educational Specifications as well as the District's Furniture and Information Technology standards.

RESTROOMS CRITERIA:

- Space for toilets and washing in alignment with OUSD standards
- Separate restrooms for students and adults
- Restrooms for adult use should be private, unisex facilities
- Adult restrooms to be secure able while not in use
- Ceramic tiles or other waterproof materials used on restroom walls from floor to ceiling
- Water-efficient fixtures and reclaimed water (where available) to reduce sewage conveyance from toilets and urinals
- Safety mirrors for high reflection quality and durability

Restrooms shall align with DSA requirements; refer to latest DSA bulletins regarding gender neutral restroom requirements.

CUSTODIAL SUPPORT SPACES

- Custodial room will have a mop sink, storage space for cleaning supplies, and room for a custodial cart
- Equipment appropriate to their function.
- All building utility rooms should be designed with lights and/or outlets so that maintenance staff can easily navigate rooms and service utilities.
- At least one custodial utility room per building floor should be outfitted with running water.
- At least one storage room on campus where bulk orders may be kept, and where minor equipment repairs can be completed.
- Waste collection areas that accommodate 3-4 large receptacles.

6.1 ROOM CRITERIA

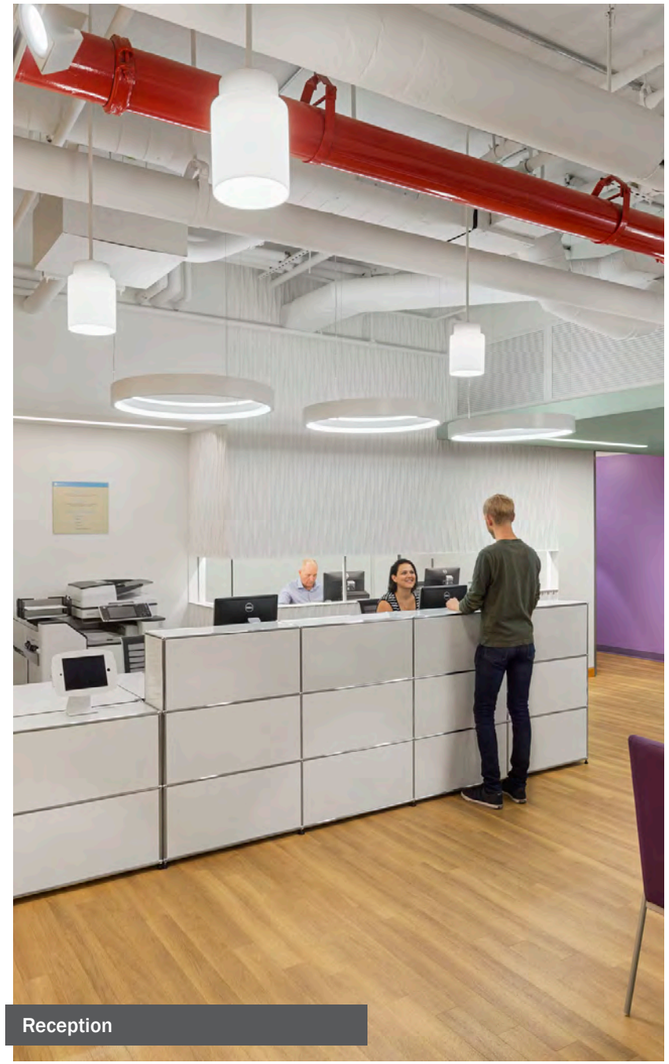
HEALTH CENTER

Health Centers include on-campus student, family, and community resources. Their service ranges from health service referrals to fully integrated youth programs, counseling services, and clinics. The specific design of Health Centers will vary depending on the program and lead agency/health provider.

Because programs change and evolve over time along with their providers, Health Centers designs should be flexible and accessible. The design for all updates shall align with OUSD Educational Specifications as well as the District's Furniture and Information Technology standards.

HEALTH CENTER CRITERIA:

- Confidential admin office with secured file storage
- Confidential offices and/or Exam Rooms with secured storage.
- A lab with 2 sinks (separate 'clean' side and 'dirty' side).
- Restroom adjoining lab with specimen pass-through.
- A reception and waiting room.
- Furniture, fixtures and equipment vary depending on scope of health center services
- Protection of privacy
- Flooring that is waterproof, durable, and easy to clean
- A conference room with kitchenette.
- Optional: dental exam room (consult agencies for compressed air, water and x-ray requirements).
- Soundproof walls, but no carpeting.
- Access to running water/hydration stations.
- Reinforced walls for electronic health record equipment
- A custodial utility room with mop sink and daily supplies including tissue paper, mops, vacuum and scrubber.
- Natural daylighting is important in these spaces. If privacy is an issue, utilize screened outdoor views (e.g. view windows out to planted areas with screen walls/trellised fencing). Top lighting from translucent skylights is also another viable strategy for daylighting.



Reception

Exam Room

6.2 OUTDOOR SPACE CRITERIA

FOOTBALL FIELD BLEACHERS

The bleachers at the football field shall be replaced with an equivalently sized seating system using the preexisting footing and foundation, if possible. The design for all updates shall align with OUSD Educational Specifications as well as the District's Furniture and Information Technology standards.

- Bleachers shall occupy approximately the same footprint as the existing structure
- A secured and enclosed press box with power and network connectivity shall be integrated into the bleachers
- Restrooms shall be provided either underneath the bleachers or nearby in a stand-alone structure

SCOREBOARD

A scoreboard shall be installed to support athletic competitions.

- The scoreboard shall be mounted on a steel frame with a permanent foundation
- The scoreboard shall be oriented so as to present information clearly to fans in the bleachers while leaving school grounds open for activities and events
- If possible within project budget, consider a scoreboard with a "video" element as well.

BASKETBALL AND TENNIS COURTS

Basketball and Tennis Courts shall be updated to support athletics for all students. The design should improve usability and improve safety.

- Resurface courts to provide a high quality field of play
- Minimize maintenance needs
- Use bold colors to reinforce McClymonds High School Identity
- Add energy efficient site lighting

POOL AND POOL HOUSE:

The pool and pool house are not included in this scope of work and should not be modified in this project.

6.2 OUTDOOR SPACE CRITERIA

PLAZA OF PEACE AND INTERIOR COURTYARD

The following criteria apply to the improvements included in Phase 3, Outdoor Improvements:

TREE CANOPY

- Provide robust tree canopy at Plaza of Peace, paved area adjacent to cafeteria, and over existing parking lot.
  - Within parking lot find spaces for trees by: allocating some parking spaces for trees, shortening some parking spaces to allow tree space in between, and/or utilizing existing “dead space” for trees and planting.
  - Tree canopy must provide closed canopy over parking lot and paved areas at 10-15 years after planting.
  - Do not plant trees inside the inner circle of the Plaza of Peace but provide shade to tiered seating by planting trees nearby.
  - Mature height of tree canopy to match height of buildings, minimum.
  - Views of tree canopy out surrounding windows.
  - See planting section for details on tree species, soil volume, tree well size, and irrigation.

GRASS

- Use turf grass only where it serves a social function, such as in the inner circle of the Plaza of Peace.
  - Provide new, drought-tolerant turf grass and efficient irrigation at these locations.

PLAZA OF PEACE

- At softscape areas surrounding the Plaza of Peace:
- Provide layered, drought-tolerant planting including tree canopy as described above.
- See planting section for more information.
  - Provide accessible seating areas with durable, high quality site furnishings.
  - Provide movable furnishings for informal seating, dining, and study. Ensure that at least one of every type of space is made accessible.

View out classroom windows of courtyard canopy.

View out classroom windows of courtyard canopy.

Increased tree canopy at paved area outside of cafeteria to establish closed canopy. Showing fixed seating, dining surfaces, and waste receptacles.

Informal dining and work areas with decomposed granite paving, broadleaf evergreen trees, shade umbrellas and movable furnishings.

6.2 OUTDOOR SPACE CRITERIA

SITE BORDERS

- Retain and/or update perimeter fence, remove shade cloth to provide visual transparency.
- Plant street trees along length of perimeter fence.
  - Remove asphalt between sidewalk and fence and prepare soil below for planting.
  - Plant street trees (as large as planting space allows) see planting section.
  - Between street trees, plant low maintenance shrubs and ground cover, or provide sand set concrete pavers over robust weed barrier fabric.
- Replace ornamental lawn and clipped hedges at building frontages with layered, drought-tolerant, low-maintenance plantings.
  - Protect and preserve existing street trees.
  - See planting section for more information.

Low shrub planting at perimeter fence.

Replace ornamental lawn and clipped hedges at building frontages with layered, drought-tolerant, low maintenance plantings.

Layered, drought tolerant plantings at building frontage.

6.2 OUTDOOR SPACE CRITERIA

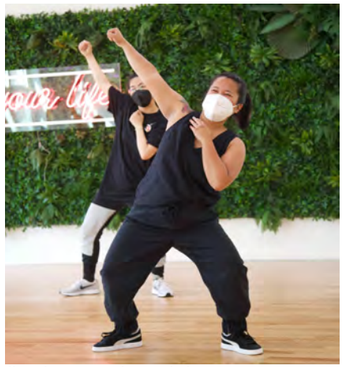
PHASE 4 - REPLACE PARKING AREA WITH REDESIGNED SCHOOLYARD

The following criteria apply to the improvements included in Phase 4, demolition of Shop/Clinic Building and relocation of parking lot:

- Preserve and enhance tree canopy established in phase 3.
- Use vegetation and paving materials to define functional spaces.
- Programmed spaces may include:
  - Outdoor classroom spaces
  - Outdoor workshop space
  - Exercise and fitness equipment with resilient surfacing
  - Music and dance rehearsal and performance space
    - Electrical/AV infrastructure
    - Iconic murals or vegetation as backdrop
    - Mirrors or mirrored glass building windows
  - Food truck/food entrepreneurship space
    - Breakfast and lunch time for students and staff
      - At games and community events
      - Quiet seating niches for reading and socializing

Outdoor exercise equipment with resilient rubber safety surfacing.

Outdoor exercise equipment with engineered wood fiber safety surfacing.



Outdoor music and dance performance and rehearsal space with lush planting as a backdrop.

Food truck for food entrepreneurship, provides food to students and staff during meal times, and to general public at games and public events.

Outdoor music and dance performance and rehearsal space with iconic murals as backdrop.

Outdoor classroom space with tiered seating, planting and boulders.

Outdoor classroom space with planting, seating and work surfaces, and electrical and AV hookups.

Quiet seating niches for reading and socializing.

6.2 OUTDOOR SPACE CRITERIA

PLANTING, ALL PHASES

- All planting areas:
  - Send soil samples from planting areas for soil-lab analysis to ensure soils are not contaminated, and to assess suitability for horticultural planting.
  - Request soil-lab recommendations on how to amend soils using an organic approach to make them appropriate for planting.
  - Follow all soil-lab recommendations using only OMRI approved products.
  - Follow Bay-Friendly Design requirements for Bay-Friendly Rated Landscapes.
  - Follow all requirements of the Water Efficient Landscape Ordinance (WELO)
  - Provide automated irrigation system for all plantings:
    - Follow all requirements of the Water Efficient Landscape Ordinance (WELO)
    - Use a 2-wire system controller to allow for future additions to irrigation system.
      - No fixed risers, above ground tubing, valves, or piping are to be used.
      - Irrigation system must use all new materials, no existing or reused materials are allowed.
      - To aid in system maintenance and operation, contractor must provide:
        - Full-size as-built plans of irrigation system
        - Laminated maps showing irrigation zones covered by each valve
        - Identifying tags attached to each valve.
        - Controller and valve number hot-stamped on each valve box.
        - Certificate of inspection of the controller installation by manufacturer.
- Contractor to hire licensed tree service company to provide scheduled tree maintenance at 1 year, 3 years, and 5 years after substantial completion. Tree service to provide young-tree-training and structural pruning for all trees. Lowest permanent limbs to be at 8'. All tree pruning to be completed according to ANSI A300 standards.

Tree planting

- Street tree planting
  - Use species selected from current City of Oakland approved street tree list.
  - Select species based on available planting area width, largest possible.
  - Use drought-tolerant, climate-adapted species. Broadleaf evergreen trees are preferred where viable.
  - Use tree species adapted to hotter, drier, urban sites to prepare for climate change.
  - When trees are planted within 8' of new or existing paving, provide 18" deep linear root barrier along edge of paving. Root barrier is to be 16' long (or full length of paving) centered on each tree.
  - Provide tree-specific, high efficiency irrigation for all trees.

- Within courtyard tree planting
  - Use species selected from Plants for Living Schoolyards - SF Bay Area, by Bay Tree Design (current edition).
- Use low and very-low water use species.
- Use drought-tolerant, climate-adapted species. Broadleaf evergreen trees are preferred where viable.
- Use tree species adapted to hotter, drier, urban sites to prepare for climate change.
  - Provide diverse mix of species to maximize resilience.
  - When trees are planted within 8' of new or existing paving, provide 18" deep linear root barrier along edge of paving. Root barrier is to be 16' long (or full length of paving) centered on each tree.
  - Provide sufficient soil volumes to achieve mature size. Reference Up By Roots by James Urban for minimum soil volumes.
  - Provide tree-specific, high efficiency irrigation for all trees.

Layered, drought-tolerant, low-maintenance plantings.

Layered, drought-tolerant, low-maintenance plantings.

6.2 OUTDOOR SPACE CRITERIA

- Shrub and ground cover planting
  - At site borders:
    - Replace ornamental lawn and clipped hedges at building frontages with layered, drought-tolerant, low-maintenance plantings.
    - Select species that can grow to mature size with no sheering or pruning.
    - Space plants to achieve full soil coverage, provide continuous groundcover layer, shrub layer, and (where appropriate) tree canopy layer.
    - Arrange plants in informal drifts of 6-60 plants.
    - Arrange plants so that tallest plants are in back, against building walls.
    - Place smaller scale plants near edge of paving to achieve total soil coverage without overgrowing into walkways.
  - Within courtyard:
    - Limit maximum mature height of shrub planting to 4' to ensure clear views across courtyard area.
    - Select species that can grow to mature size with no shearing or pruning.
    - Space plants to achieve full soil coverage, provide continuous groundcover layer, shrub layer, and (where appropriate) tree canopy layer.
      - Arrange plants in informal drifts of 6-60 plants.
      - Arrange plants so that tallest plants are in back, against building walls.
      - Place smaller scale plants near edge of paving to achieve total soil coverage without overgrowing into walkways.

School garden in partnership with local food justice organizations, such as Planting Justice (pictured), City Slicker Farms, etc.

Low shrub planting at perimeter fence.

Replace ornamental lawn and clipped hedges at building frontages with layered, drought-tolerant, low maintenance plantings.

Layered, drought tolerant plantings at building frontage.

07 APPENDIX

7.1 STRUCTURAL REPORT

KPW
STRUCTURAL ENGINEERS, INC
A SALASOBRIEN COMPANY

SEISMIC EVALUATION REPORT
ASCE 41-17 TIER 1

MCCLYMONDS HIGH SCHOOL CAMPUS
2607 MYRTLE STREET
OAKLAND, CALIFORNIA 94607

Date Issued: August 25, 2022
KPW Project No. 2021-04739-00

Prepared for:
Perkins Eastman
1212 Broadway, 10th Floor
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KPW
STRUCTURAL ENGINEERS, INC
A SALASOBRIEN COMPANY

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7.1 STRUCTURAL REPORT

KPW STRUCTURAL ENGINEERS, INC
A SALASOBRIEN COMPANY

EXECUTIVE SUMMARY

At the request of Perkins Eastman, KPW Structural Engineers Inc. (KPW) performed a Tier 1 evaluation of the McClymonds High School campus buildings in accordance with ASCE 41-17 to determine the anticipated structural performance level for the subject buildings. Our evaluation and subsequent recommendations are based on our review of structural drawings from the original design of the buildings. Additionally, we utilized our experience with this type and era of construction, and observations made during a site walk of the buildings on December 10, 2021.

The structures on the campus utilize various seismic force resisting systems. The buildings vary in size and age; however, most are reinforced concrete structures. The purpose of the Tier 1 screening is to quickly identify potential deficiencies for structural and non-structural components. It is a "big picture" evaluation of the building's ability to meet the performance objectives.

From our evaluation, various structural deficiencies of the seismic force resisting systems were observed. The potential deficiencies noted in this report should be further studied with an ASCE 41-17 Tier 2 or Tier 3 evaluation to potentially narrow the scope of work and fine tune a seismic strengthening program.

We report our findings of the Tier 1 evaluation in this report.

McClymonds High School
August 25, 2022

KPW STRUCTURAL ENGINEERS, INC
A SALASOBRIEN COMPANY

1.0 INTRODUCTION

KPW conducted a Tier 1 analysis of the existing McClymonds High School Buildings to identify structural deficiencies to aid the Oakland Unified School District in determining a potential course of action for their buildings. We understand that the implementation of a seismic strengthening program will be conducted by a future Design-Build entity. This report will summarize identified deficiencies accordingly to ASCE 41-17 Tier 1 procedures.

2.0 BACKGROUND

The McClymonds High School campus includes eight DSA defined buildings. Refer to the Site Plan in Section 7.0 for building labels and locations on the campus. The academic classroom buildings, auditorium, cafeteria, gym, and shop/classroom buildings surround a central quadrangle. The pool house building is behind the gym, near the football field. The viewing stand structure is located to the west of the quad, adjacent to the track.

The campus buildings were originally constructed in the late 1950's to 1970's. We understand that various small modernization projects have occurred on the campus over time, but no significant seismic strengthening has been implemented on any of the buildings.

2.1 BUILDING H – CLASSROOM BUILDING

The classroom building H (Photo 1 & 3) was originally constructed in in the 1950's along with Buildings B, A, and the Cafeteria Building H is a three-story concrete-framed building with a partial basement. The roof and floors are constructed of one-way spanning reinforced concrete slabs. The slabs are supported by reinforced concrete beams that frame to reinforced concrete columns or exterior concrete walls. The columns are supported by triangular and square pile caps supported by 11-inch and 12-inch diameter drilled piers. The piers range in length up to 32 feet.

The lateral system was comprised of reinforced concrete diaphragms, perimeter, punched, reinforced concrete shear walls, and solid reinforced concrete shear walls at the two sets of stairs. The perimeter walls have grade beams supported on drilled piers.

The building is structurally tied to Building B (Classrooms) to the south, which is also tied to Building A (Auditorium and Library). In essence, building B, H, and A were constructed a single building. We refer to the group of buildings as the Academic Unit.

2.2 BUILDING B – CLASSROOM BUILDING

Similar to Building H, Building B (Photos 2-3) is a three-story reinforced concrete structure. The floors, roofs, and foundations are comprised of the same type of construction. The seismic force resisting system is similar to that of Building H, where a majority of shear wall is located at the exterior walls. The building is structurally tied to Building H (Classrooms) to the north and is also tied to Building A (Auditorium and Library) to the west.

7.1 STRUCTURAL REPORT

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2.3 BUILDING A – AUDITORIUM AND LIBRARY

The Auditorium (Photos 4 – 7) was constructed in the 1950's along with Building H and B (see Section 2.2 above). It is a two-story hybrid reinforced concrete/steel structure with high-bay auditorium and basement. The Auditorium floor has a two-way structural slab supported by concrete beams and columns. The second floor is comprised of one-way concrete slabs supported on steel beams and columns. The high and low roof framing system is steel framed with gypsum roof with bulb tee framing. It should be noted that the bottom chord of the trusses above the auditorium have steel diagonal bracing, whereas the library low roof does not.

The steel columns terminate at the ground floor and are supported by concrete pilasters or columns. The columns are supported by triangular or rectangular pier caps that are supported on drilled piers with lengths of up to 30 feet. The large basement level is currently used for storage and mechanical systems. It also serves as a plenum for the Auditorium.

The seismic force resisting system is also concrete shearwall which is consistent with Buildings B and H. The floor diaphragms are attached to Building B and does not have a seismic separation. Building A is seismically separated from the Cafeteria building with a nominal 2-inch seismic gap.

2.4 CAFETERIA BUILDING

The Cafeteria building (Photos 8-10) was originally constructed in the 1950's under the same project as Building H, B, and A. It is a one-story, rectangular, concrete-framed building, with a steel-framed roof. The roof is comprised of a gypsum bulb tee system supported by channels and wide flange girders that are supported by steel columns. The roof diaphragm consists of diagonal steel bracing. The first floor is constructed of a slab on grade. The columns are supported by shallow spread footings without deep foundations. The perimeter concrete walls have strip footings.

There is a covered walkway adjacent to the north and west side of the building. The roof is comprised of a thin concrete slab supported on steel beams. The free ends of the walkway roof are supported on steel columns. The canopy ties into the exterior concrete walls via an embedded steel channel.

The seismic force resisting system is a concrete shearwall system. The building is seismically separated from Building A with a 2-inch seismic gap.

2.5 BUILDING C – SHOPS BUILDING

The Shops Building (Photos 11-15) was built in the late 1950's adjacent to Building H. The building is of hybrid construction with concrete walls, and a combination of a wood and steel framed roof. The structure has CMU demising walls between each shop classroom. The roof is comprised of a panelized wood roof supported by steel beams and columns. The seismic force resisting system is comprised of both concrete shearwall and tension only steel rod bracing. The roof has a pronounced skylight/dormer system.

The building is founded on shallow foundations including strip footings and spread footings. The building is seismically separated from Building H.

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2.6 GYMNASIUM

The Gymnasium building (Photos 16-18) was originally constructed in the late 1950's. It is a one-story building with high-bay central gymnasium. It is comprised of hybrid construction utilizing wood, steel, and concrete. The roof is comprised of a panelized wood framing system supported by steel trusses or beams which are supported on concrete or steel columns. The walls are comprised of precast concrete. The columns are site cast, integrated with the precast wall panels. The walls and concrete columns are supported on strip footings that are founded on drilled piers. Some steel gravity columns are founded on drilled piers without grade beams.

The roof diaphragm is comprised of plywood sheathing. The seismic force resisting system is concrete shearwall.

2.7 BLEACHERS (VIEWING STAND)

The Bleachers (Photos 19-20) were originally constructed in the late 1950s, early 1960s. Limited as-built documentation was made available for review. From our site visit, we observed the structure to be comprised of thin flat slabs with tee joists that vary in elevation along the seating areas. Bearing walls were comprised of masonry or precast concrete. We understand that the viewing stand is intended to be replaced, therefore a seismic evaluation of this structure was not conducted.

2.8 POOL HOUSE

The Pool House (Photo 21) is the newest building on campus and was originally constructed in the late 1970s. The building was under the authority of the Office of Statewide Architect. The building is a one-story structure comprised of a steel framed roof with metal decking and reinforced concrete masonry unit (CMU) bearing walls. The walls are supported by strip footings.

3.0 DOCUMENTS REVIEWED

Architectural and structural design drawings were reviewed; the documents reviewed include:

- Structural drawings titled "McClymonds High School" by Will G. Corlett Arthur W. Anderson Architects & Engineers, dated 5/29/1951 (Board of Education approval stamp)
- Structural drawings titled "McClymonds High School Gymnasium" by Hall Pregnoff and Matheu, dated 2/25/1957 (Board of Education approval stamp)
- Structural drawings titled "Shop Addition to McClymonds High School" by Arthur W. Anderson Winfield H. Hyde Arthur W. Anderson Jr Architects & Engineers, dated 10/1/1957
- Limited Architectural drawings titled "McClymonds High School Athletic Field" by Norris M Gaddis AIA Architect, dated 4/4/1958
- Structural drawings titled "Renovation at McClymonds High School" by Richard C. Marshall Associates dated 8/25/1977

7.1 STRUCTURAL REPORT

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4.0 HISTORICAL SEISMIC PERFORMANCE OF BUILDING TYPE

Older concrete shearwall buildings with a regular pattern of window openings, such as the Classroom and Auditorium buildings, have historically been determined to be vulnerable during earthquakes. This pattern of window openings creates a "coupled shearwall system"; however, the "coupling beams," the short, deep spandrel sections of wall that are located above and below each window level historically are not reinforced to resist the concentrated shear and moment forces that are imposed when the connected, vertically solid sections of walls deflect laterally. As a result, seismic forces from medium to large earthquakes may cause extensive damage and cracking of the spandrel, coupling beams, creating falling hazards, which are particularly dangerous over means of egress. Older concrete-framed buildings also often lack adequate detailing in the diaphragms, drag-strut collectors, and foundations.

Older concrete shearwall buildings with lightly framed roofs, such as the Cafeteria, Auditorium, Shops, and Gym have an additional vulnerability. Concrete walls that are not adequately anchored to flexible roof diaphragms are susceptible to extensive damage at the roof to wall connections. This damage could lead to separation of the wall and diaphragm, resulting in partial or full collapse of the roof and/or walls.

Buildings that are structurally tied to one another, such as the Building H, B, and A (Academic Unit) around the central quad are vulnerable to concentrated areas of damage at the interface between adjacent buildings, due to differential movement of the two structures.

Modern CMU and steel buildings such as the Pool House tend to perform significantly better than the other buildings on campus, however, they can lack out of plane wall anchorage at the roof.

5.0 SEISMIC EVALUATION

Our current evaluation utilized an ASCE 41-17 Tier 1 screening. ASCE 41 is considered the state-of-the-art reference standard for seismic evaluations and retrofits of existing buildings and is adopted by the 2019 California Existing Building Code (CEBC). Our approach is as follows:

ASCE 41-17 Tier 1 Screening: The purpose of the Tier 1 screening is to quickly identify potential deficiencies for structural and non-structural components. It is a "big picture" evaluation of the building's ability to meet the performance objectives. If major deficiencies are found, the Tier 1 screening may provide a rough order of magnitude of the scale of structural scope required to rehabilitate and maintain use of the existing building.

5.1 SITE SEISMIC REVIEW

The subject site is located in an active seismic region, with potential ground motions caused by the rupture of one or more of the faults comprising California's complex tectonic fracture zone. Known faults which could affect the site and their approximate distance based on USGS data are listed in the following table.

Distance to Known Faults		
Fault	Maximum Magnitude	Approximate Distance (mi)
San Andreas	8.0	15.4
Hayward- Rodgers Creek	7.4	3.5
Calaveras	7.0	15.6

Table-1: Faults in Close Proximity to Project Site

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The soil upon which a building is constructed can amplify arriving seismic waves and increase the intensity of shaking at the surface. In general, deep alluvial soil, thick, muddy deposits, and poorly placed fills tend to amplify earthquake energy while hard soil and rocky outcroppings tend to produce little or no amplification.

The site is assumed to be Site Class D, corresponding to stiff soil, based on ASCE 7 site classification standards. Liquefaction data was not provided for the site, but we do note that the site is within a known region containing quaternary deposits (alluvial soils) as reported by USGS. Further soil analysis is required to adequately categorize the site.

Based on the above information the site may experience strong to very strong ground shaking during a major earthquake and additional liquefaction induced settlements.

5.2 SEISMIC PERFORMANCE LEVEL

We have evaluated the existing buildings using the ASCE 41-17, an Enhanced Performance Objective for Existing Buildings for a Risk Category III building. This performance objective targets two levels of performance goals:

- Level 1: Damage Control Structural Performance (S-2) and Position Retention Nonstructural Performance (N-B) for the Level 1 Basic Safety Earthquake for New Buildings (BSE-1N); and
- Level 2: Limited Safety Structural Performance (S-4) and Hazards Reduced Nonstructural Performance (N-D) for the Level 2 Basic Safety Earthquake for New Buildings (BSE-2N).

Note that the Level 1 performance goal represents higher performance for a lower level, more frequent earthquake while the Level 2 performance goal represents lower performance for a higher level, less frequent earthquake. Per the ASCE 41-17 Tier 1 procedures, only the Level 2 performance objective is evaluated as it has more critical criteria than the Level 1 performance objective. These criteria are consistent with the Enhanced Performance objectives of previous versions of the ASCE 41 Standard that have been used to evaluate school buildings within the past 10 years.

These criteria are also consistent with the 2019 California Existing Building Code (CEBC) requirements for the voluntary or mandatory retrofit of an existing DSA building, per CEBC Sections 317 and 319. At these performance levels, a moderate amount of overall structural damage can be expected during a Level 1 Basic Safety Earthquake for New Buildings (BSE-1N), but the buildings will have a greater reliability of resisting collapse during the larger, less frequent Level 2 earthquake (BSE-2N) than a typical structure. The BSE-1N earthquake is defined as a seismic hazard with a 10% probability of exceedance in 50 years, or the largest earthquake that can be expected in 475 years. The BSE-2N earthquake is defined as a seismic hazard with a 2% probability of exceedance in 50 years, or the largest earthquake that can be expected in 2500 years. These performance objectives and evaluation approach have been selected in accordance with the CAC and Part 10, Title 24 so that this report can be used to determine the scope of work required for a voluntary or mandatory seismic rehabilitation project.

We summarize the structural performance level and illustrative post-earthquake damage in the tables below. Note that the target performance level, Limited Safety (S-4), is defined as a post-earthquake damage state between the Life Safety Structural Performance Level (S-3) and Collapse Prevention Structural Performance Level (S-5).

7.1 STRUCTURAL REPORT

Element	Damage Control (S-2) Performance Level
Concrete Walls	Primary Elements: Some boundary element cracking and spalling and limited buckling of reinforcement. Some sliding at joints. Damage around openings. Some crushing and flexural cracking. Coupling Beams: Some shear and flexural cracks; limited crushing, and concrete generally remains in place. Drift: Transient drift sufficient to cause minor nonstructural damage. Minor permanent drift.
Foundations	Some localized settlement of buildings with shallow foundations
Wood Diaphragms	Minimal splitting at connections and loosening of sheathing. Minimal observable withdrawal of fasteners. Minor splitting of framing and sheathing.

Table-2: Damage Control (S-2) Illustrative Damage (Adapted from ASCE 41-17)

Element	Position Retention (N-B)
Cladding & Glazing	Distortion in connections and damage to cladding components, including loss of weather-tightness and security. Overhead panels do not fall.
Partitions & Ceilings	Limited damage, Plaster ceilings cracked and spalled but did not drop as a unit. Suspended ceiling grids largely undamaged, though individual tiles falling.
Parapets and Ornamentation	Minor damage.
HVAC Equipment	Units are secure and possibly operate if power and other required utilities are available.
Piping	Minor leaks develop at a few joints. Some supports damaged but systems remain suspended.
Fire Suppression Piping	Minor leakage at a few head sor pipe joints. System remains operable.
Light Fixtures	Minor damage. Some pendant lights damaged.

Table-3: Position Retention (N-B) Illustrative Damage (Adapted from ASCE 41-17)

Note that the previous tables depict illustrative examples of performance for different elements and are not intended to be fully exhaustive.

Voluntary Seismic/Structural Improvements Suggested Priorities.

5.3 CONDITION ASSESSMENT

A limited condition assessment was performed during a site walk. In addition to the attached Tier 1 Structural and Nonstructural checklists, we have included a summary of potentially deficient items below that are not covered by the checklists. The list serves only as a summary of our brief site walk and does not address hidden or unknown conditions.

	Building/ Location	Observation	Comments and Recommended Retrofit
HIGH	Cafeteria	Damaged Canopy Columns (Photo 22)	Existing steel posts are damaged and buckling. This may be due to vehicular impact or excessive force. These columns should be replaced.
LOW	Academic Unit	Water Damage at stairwell wall (Photo 23).	Source of leak needs to be identified and mitigated. Water intrusion likely coming from skylight above.
To Be Demo'd	Viewing Stand	Water intrusion through concrete slab (Photo 24).	Moisture observed on the interior walls may be evidence of concrete cracking. Recommend conducting a larger site survey potentially during/shortly after rain if viewing stand is intended to be kept in service.

Table-4: Summary of Visible Existing Condition Issues

5.4 TIER 1: LIMITED SAFETY STRUCTURAL PERFORMANCE SCREENINGS

Tier 1 checklist completion followed the procedures of ASCE 41-17 for a Risk Category III building, as summarized in Table 2-2 of that document. Per these procedures, Tier 1 checklists for the Collapse Prevention Structural Performance Level (S-5) were completed. Where calculations were required to complete statements using the Quick Check procedures, the M_S factors were taken as the average of the values for Life Safety and Collapse Prevention. A majority of the Campus buildings are categorized as either building type C2: Concrete Shear Walls with Stiff Diaphragms or C2a: Concrete Shear Walls with Flexible Diaphragms. The Gym is categorized a PC1a precast concrete wall with flexible diaphragm building. The Shops building has multiple construction types and is categorized as a C2a, S5a and S3 building to check the concrete walls, rod bracing, and flexible roof diaphragms. The Pool House is categorized as an RM1 building The following checklists and analyses were completed for EACH of the campus buildings with the exception of Table 17-38 Nonstructural Checklist:

- Table 17-2 Collapse Prevention Basic Configuration Checklist
- Table 17-24 Collapse Prevention Structural Checklist for Building Types C2 and C2a
- Table 17-28 Collapse Prevention Structural Checklist for Building Types PC1 and PC1a
- Table 17-12 Collapse Prevention Structural Checklist for Building Types S3
- Table 17-16 Collapse Prevention Structural Checklist for Building Types S5 and S5a
- Table 17-34 Collapse Prevention Structural Checklist for Building Types RM1
- Table 17-38 Nonstructural Checklist (one completed for the entire campus)

Non-compliant statements are listed in the tables below for each of the campus buildings.

We have additionally included conceptual remediation recommendations based on our experience with similar structural deficiencies.

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To complete the following evaluation, we used existing drawings. The buildings are not considered benchmark buildings per ASCE 41-17 definition and are not exempt from the Tier 1 evaluation.

Non-compliant and Unknown Statements
Legend: NC – Non-compliant, U - Unknown

5.5 AUDITORIUM / ACADEMIC UNIT (PORTION OF BULDING A, ALL OF BUILDING B AND H)

The Auditorium / Academic Unit, constructed in the early 1950's, is the remainder of Building A and all of Building B and H. This structure includes the Auditorium, Academic Wing, Library and Band Room. All of these facilities are rigidly tied together and were analyzed as one free-standing structure. A summary of major Tier 1 deficiencies and a table with all deficiencies is below:

- Load Path – The roofing system for the auditorium wing (the auditorium, stage, band room and library) of the structure consists of gypsum bulb tee over steel framing or roof trusses with and without supplemental steel bracing. Where steel bracing is provided, it is slender for compression and not adequate to transfer the inertial forces of the roof and brace the concrete shear walls out of plane.
- The structure likely has a torsional issue due to its shape and may experience amplified forces due to an offset of its center of mass and center of rigidity.
- Concrete shear walls are overstressed in both directions per the quick check procedure.
- Pile caps do not have continuous top reinforcement.
- No roof cross ties at the high roof perpendicular to the roof trusses.

Auditorium / Academic Wing Tier 1 Checklists – Non-Compliant Items

	ID	Item	Compliance	Comments and Recommendations
HIGH	Aud-BC.1	Load Path	NC	The stage and library have gypsum panel roofing without steel bracing. This roofing system is inadequate to transfer the inertial loads of the roof to the concrete shear walls. The auditorium and band room have gypsum panel roofing over roof trusses. The auditorium has supplemental steel bracing located at the bottom chord of the roof trusses and the band room has steel bracing at the top chord of the roof trusses. The bracing is slender for compression and inadequate to transfer the inertial loads of the roof to the concrete shear walls and is inadequate to brace the concrete shear walls out of plane. Tier 2 analysis required to determine adequacy of roof diaphragms with trusses and steel bracing. Potential remediation may include installation of steel bracing at inadequate roof diaphragms.

HIGH	Aud-BC.2	Wall Anchorage	NC	Top of wall connections at the stage, library, auditorium, stage, and band room do not have adequate strength to brace concrete shear walls out of plane. Potential remediation would include the installation of steel bracing to brace walls out of plane.
LOW	Aud-BC.3	Adjacent Buildings	NC	Per quick check procedure the seismic gap provided between cafeteria and food service building is inadequate. Tier 2 analysis required to determine building drifts.
LOW	Aud-BC.4	Torsion	NC	Structure is irregularly shaped and center of mass and rigidity are likely offset. Tier 2 analysis required to determine torsional moments of structure. Potential remediation would include diaphragm reinforcement at reentrant corners.
LOW	Aud-BC.5	Liquefaction	NC	Per USGS liquefaction maps site potentially in a hazard zone. Site specific geotechnical analysis required to determine liquefaction risk.
MED	Aud-C2.1	Shear Stress Check	NC	Per the quick check procedure concrete shear walls are not adequate in both directions. Tier 2 analysis required to determine the adequacy of full height shear walls. Potential remediation would include infill of windows and the addition of shear walls at corridors. Foundation upgrades may be required where walls are infilled.
HIGH	Aud-C2.2	Transfer to Shear Walls	NC	The stage, and library have gypsum panel roofing without steel bracing. This roofing system is inadequate to transfer the inertial loads of the roof to the concrete shear walls. The auditorium and band room have gypsum panel roofing over roof trusses. The auditorium has supplemental steel bracing located at the bottom chord of the roof trusses and the band room has steel bracing at the top chord of the roof trusses. The bracing is slender for compression and inadequate to transfer the inertial loads of the roof to the concrete shear walls and is inadequate to brace the concrete shear walls out of plane. Tier 2 analysis required to determine adequacy of roof diaphragms with trusses and steel bracing.

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				Potential remediation may include installation of steel bracing at inadequate roof diaphragms.
MED	Aud-C2.3	Deflection Compatibility	NC	Concrete columns at the basement level do not have the shear capacity to develop their flexural strength and may fail in a non-ductile manner during a seismic event. These elements are also located in the middle of concrete diaphragms and may experience additional drifts due to the added deflections of the semi-rigid diaphragms. Tier 2 analysis required to determine the induced drifts at these secondary members and their adequacy.
LOW	Aud-C2.4	Openings at Shear Walls	NC	There are significant diaphragm openings at stairwell shear walls. Tier 2 analysis required to determine shear wall collector and diaphragm adequacy. Potential remediation would include diaphragm reinforcement.
HIGH	Aud-C2.5	Cross Ties	NC	No continuous cross ties at roof. Recommend retrofit to ensure cross ties are continuous.
HIGH	Aud-C2.6	Other Diaphragms	NC	The stage, auditorium, and library all have gypsum panel roofing without steel bracing. This roofing system is inadequate to transfer the inertial loads of the roof to the concrete shear walls. Potential remediation would include installation of steel bracing at gypsum roof diaphragms.
LOW	Aud-C2.7	Uplift at Pile Caps	NC	Pile caps do not have continuous top reinforcement. Tier 2 analysis to determine adequacy of pile caps.

Table-5: Collapse Prevention Basic Configuration & Structural Checklist for Building Types C2 and C2a – Auditorium/Academic Wing

5.6 CAFETERIA BUILDING

The Cafeteria is part of Building A and was constructed in early 1950s. It is seismically separated from the remainder of Building A and was analyzed as a free-standing structure. A summary of major Tier 1 deficiencies and a table with all deficiencies is below:

- Load Path – Clerestory windows at the exterior walls at the North and West elevations create discontinuities in the lateral wall system. Narrow wall piers between the windows are inadequate to resist seismic forces. Additionally, the roof diaphragm is constructed of gypsum bulb tee roofing with steel angles. The gypsum composite system is not an adequate diaphragm and the steel angles alone are overstressed under the inertial forces of the roof.
- The seismic gap between the Cafeteria and adjacent academic Building A is inadequate.
- No roof cross ties.
- Canopy Posts – While on site we observed that some of the canopy posts were damaged.

Cafeteria Tier 1 Checklists– Non-Compliant Items

	ID	Item	Compliance	Comments and Recommendations
HIGH	Cafe-BC.1	Load Path	NC	Clerestory windows at the exterior wall elevations create discontinuities in the lateral wall system. Narrow wall piers between the windows may not be adequate to resist seismic forces. The roof diaphragm is constructed of gypsum board with bulb tee sub-framing and steel angle bracing. Gypsum is a brittle material that may experience non-ductile failure and is susceptible to loss of strength due to water saturation. Angle bracing is overstressed and cannot adequately carry the inertial force of the roof. Additionally, shearwall dowels into grade beams are not fully developed and seismically hooked on one side only. Tier 2 analysis required to determine adequacy of wall piers and diaphragm. Potential remediation would include strengthening the roof diaphragm with steel bracing and infilling of clerestory windows. Foundation upgrades may be required where walls are infilled.
HIGH	Cafe-BC.2	Wall Anchorage	NC	Concrete walls are not positively connected to diaphragm. Steel encased beams in weak way bending support the walls out of plane. Tier 2 analysis required to determine adequacy of wall out of plane framing.
LOW	Cafe-BC.3	Adjacent Buildings	NC	Per quick check procedure, the seismic gap provided between cafeteria and adjacent buildings is inadequate.

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				Tier 2 analysis required to determine building drift and adequacy of seismic gap.
LOW	Cafe-BC.4	Liquefaction	NC	Per USGS liquefaction maps, site potentially in a hazard zone. Site specific geotechnical analysis required to determine liquefaction risk.
MED	Cafe-BC.5	Overturning	NC	Shear wall aspect ratio is inadequate per quick check procedure. Concentration of overturning forces on foundation may exceed capacity of soil. Tier 2 analysis required to determine adequacy of grade beams, caissons, and soil for shear wall overturning forces.
MED	Cafe-BC.6	Ties Between Foundation Elements	NC	Spread footings located in the middle of the structure are not doweled into the slab on grade. Seismic activity may cause lateral spreading of foundations and induce stress on the gravity framing above. Tier 2 analysis required to determine foundation adequacy.
MED	Cafe-C2.1	Shear Stress Check	NC	Walls are overstressed in the plan north-south direction per the quick check procedure. Tier 2 analysis required to determine the adequacy of the shear walls. Potential remediation would include additional concrete wall infill. Foundation upgrades may be required where walls are infilled.
HIGH	Cafe-C2.2	Transfer to Shear Walls	NC	The roof diaphragm is constructed of gypsum board with bulb tee sub-framing and steel angle bracing. Gypsum is a brittle material that may experience non-ductile failure and is susceptible to loss of strength due to water saturation. Additionally, angle bracing is sparce and has relatively large spans and likely cannot adequately transfer the inertial loads of the roof. Tier 2 analysis required to determine adequacy of roof diaphragm. Strengthening of roof diaphragm with steel bracing is recommended.
MED	Cafe-C2.3	Openings at Shear Walls	NC	Gypsum board roof is not a reliable diaphragm. The diaphragm transfer points occur at angle bracing points and there are not adequate drag struts to reliably transfer forces into the walls. Tier 2 analysis required to determine adequacy of roof diaphragm. Strengthening of roof diaphragm with steel bracing is recommended.

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HIGH	Cafe-C2.4	Cross Ties	NC	No continuous cross ties at the roof diaphragm. Tier 2 analysis of diaphragms required to determine their adequacy. Recommend retrofitting connections to include continuous cross ties.
HIGH	Cafe-C2.5	Other Diaphragms	NC	The roof diaphragm is constructed of gypsum board with bulb tee sub-framing and steel angle bracing. Tier 2 analysis required to determine adequacy of roof diaphragm. Strengthening of roof diaphragm with steel bracing is recommended.

Table-6: Collapse Prevention Basic Configuration & Structural Checklist for Building Types C2 and C2a – Cafeteria

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5.7 SHOPS BUILDING (BUILDING C)

The Shops Building is all of Building C and was constructed in early 1950s. It is seismically separated from the Academic Unit to its east and was analyzed as one free-standing structure. A summary of major Tier 1 deficiencies and a table with all deficiencies is below:

- Load Path – Sawtooth roof creates seismic load path issues. The longitudinal rod bracing terminates mid column with no load path into the concrete stem wall.
- CMU walls are not anchored to the roof structure. The steel beams they are attached to are likely inadequate to support the out of plane wall loads.
- The mezzanine lacks return shear walls
- The sawtooth roof rod bracing creates a vertical discontinuity
- Longitudinal rod bracing is inadequate
- The CMU walls are rigidly attached to steel beams causing them to absorb seismic loading which can be an issue.
- No roof cross ties
- Secondary straight sheathing diaphragm is inadequate due the presence of the sawtooth roof openings.
- Shear transfer between the diaphragm and concrete walls is inadequate

Shop Building Tier 1 Checklists – Non-Compliant Items

ID	Item	Compliance	Comments and Recommendations
Shop-BC.1	Load Path	NC	The sawtooth roof utilizes tension only rod bracing that terminates on gravity members. Additionally, rod brace bays on the first level terminate at gravity column flanges and there is no direct load path into the partial height concrete shearwalls on North and South side of building. Tier 2 analysis is required to determine the adequacy of the secondary framing to transfer loads to SLRS members.
Shop-BC.2	Wall Anchorage	NC	Masonry and concrete walls are not directly attached to the roof diaphragm and rely on weak way action of secondary steel beams for out of plane anchorage. Concrete walls on north and south sides of building are partial height and span horizontally between existing steel columns. Tier 2 analysis is required to determine the adequacy of the secondary beams, as well as existing steel column/or cantilever action of partial height concrete wall.

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Shop-BC.3	Mezzanines	NC	Mezzanine level consists of a concrete floor supported by steel pipe columns. The concrete slabs are doweled into the concrete shearwalls. Dowels are likely inadequate for seismic force transfer of the mezzanine and attached stairs. Mezzanine does not have a direct lateral force resisting system in short direction. Mezzanine diaphragm aspect ratio is high. Tier 2 analysis required to determine the adequacy of the mezzanine transfer dowels. Mezzanine lateral system at ends and intermediate locations for short direction needs to be added.
Shop-BC.4	Vertical Irregularities	NC	Rod bracing at roof sawtooth lands on gravity beams and is not continuous to foundation. In north and south sides of building, seismic force system composed of rod bracing to partial height concrete wall. Tier 2 analysis required to determine adequacy of gravity beams to transfer rod bracing forces as well as connection between rod bracings and gravity beams. Tier 2 analysis also required to determine adequacy of rod bracings to transfer seismic demand to partial height concrete shear walls.
Shop-BC.5	Liquefaction	NC	Per USGS liquefaction maps, the site may be in hazard zone. Site specific geotechnical analysis required to determine liquefaction risk.
Shop-BC.6	Overturning	NC	Shear wall aspect ratio is inadequate per quick check procedure. Concentration of overturning forces on foundation may exceed capacity of soil. Tier 2 analysis required to determine adequacy of foundation elements and soil for shearwall overturning forces. Site specific geotechnical report is needed to determine the adequacy of existing grade beam system for overturning couples from concrete shear walls.
Shop-S3.1	Brace Axial Stress Check	NC	Per quick check procedure, tension only rod braces are inadequate. Tier 2 analysis required to determine adequacy of rod bracing.
Shop-S3.2	Compact Members	NC	Rod bracing transfer beams at roof sawtooth have non-compact webs. Tier 2 analysis required to determine adequacy of secondary framing. Retrofit for non-compact beams as part of SLRS required to ensure compactness of elements.
Shop-S5a.1	Transfer to Infill Walls	NC	CMU infill walls are not connected to the roof diaphragm and are fixed to secondary steel beams with threaded plain bars

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			through bolted to steel beam bottom flange and grout pack in top masonry units. The secondary beams in line with and connected to the concrete shear walls and may act as a drag strut, drawing forces into the CMU walls. Tier 2 analysis required to determine force flow between systems and adequacy of secondary members and their connections as drag elements.
Shop-S5a.2	Cross Ties	NC	There are no dedicated continuous cross ties between diaphragm chords. Tier 2 analysis is required with sub-diaphragm at roof level to determine the adequacy of steel beam to steel column connection, doubled as cross ties at roof level. Or retrofit system with new cross tie connection.
Shop-S5a.3	Straight Sheathing	NC	Straight sheathing with tongue and groove is used as a roof diaphragm to transfer roof inertial force to SLRS lines. Due to the sawtooth opening in roof has an inadequate aspect ratio, straight sheathing may be overstressed. Tier 2 analysis required to determine the adequacy of the roof sheathing.
Shop-C2a.1	Wall Anchorage at Flexible Diaphragms	NC	Masonry and concrete walls are not directly attached to the roof diaphragm and rely on weak way action of secondary steel beams for out of plane anchorage. Concrete walls on north and south sides of building are partial-height and spanning horizontally between existing steel columns. Tier 2 analysis is required to determine the adequacy of the secondary beams.
Shop-C2a.2	Transfer to Shear Walls	NC	Diaphragms are not directly connected to the concrete shear walls and require a shear force transfer between wood blocking, steel beams and doweled rebar. In north and south side of building, concrete shear walls are partial height and relying on rod bracing to transfer seismic force from roof level to partial height walls. Tier 2 analysis is required to determine the adequacy of force transferring elements and their connections.
Shop-C2a.3	Diaphragm Continuity	NC	Sawtooth openings at roof split diaphragm and create discontinuities.

			Tier 2 analysis is required to approximate torsional effects on diaphragm and adequacy of diaphragm. Retrofit includes strapping around opening and reinforce the diaphragm around opening to ensure proper load path around opening in diaphragm.
Shop-C2a.4	Openings at Shear Walls	NC	Sawtooth openings are adjacent to shear walls and run the entire length of the roof diaphragm. Tier 2 analysis is required to determine the adequacy of the roof diaphragm strength and stiffness.
Shop-C2a.5	Spans	NC	Straight sheathing used at roof diaphragm with large spans. Tier 2 analysis required to determine adequacy of roof diaphragm. Straight sheathing is unlikely adequate for seismic force, diaphragm retrofit required.

Table-7: Collapse Prevention Basic Configuration & Structural Checklist for Building Types C2 and C2a, Type S3, Type S5a – Shops Building

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5.8 GYMNASIUM

The Gymnasium was constructed in the late 1950s. A summary of major Tier 1 deficiencies and a table with all deficiencies is below:

- Load Path – Perimeter shear walls on the north, south and west elevations have clerestory windows and do not extend up to the roof diaphragm. This creates a discontinuity in the seismic system and forces the diaphragm to cantilever.
- Shear wall dowels into grade beams are not fully developed nor seismically hooked.
- Low roof diaphragm connections to the high roof precast concrete walls utilize wood ledgers in cross grain bending where there are not embedded steel beams.
- No roof cross ties at the high roof perpendicular to the roof trusses.

Gymnasium Tier 1 Checklists– Non-Compliant Items

	ID	Item	Compliance	Comments and Recommendations
HIGH	Gym-BC.1	Load Path	NC	Perimeter shear walls on the north, south, and west elevations are partial height walls and do not extend to the diaphragm. This creates a discontinuity in the building's seismic system. Gravity beams and columns spanning between the partial height walls and the roof diaphragm might act as moment frames. Additionally, shear wall dowels into grade beams and caissons are not fully developed nor seismically hooked. Tier 2 analysis required to determine adequacy of precast shear walls and adequacy of rebar at partial capacity due to lack of development length. Potential remediation would include infilling clerestory windows at the north, south, and west elevations. Foundation upgrades may be required where walls are infilled.
LOW	Gym-BC.2	Liquefaction	NC	Per USGS liquefaction maps, the site potentially in a hazard zone. Site specific geotechnical analysis required to determine liquefaction risk.
MED	Gym-BC.3	Overturning	NC	Shear wall aspect ratio is inadequate per quick check procedure. Concentration of overturning forces on foundation may exceed capacity of soil. Tier 2 analysis required to determine adequacy of grade beams, caissons, and soil for shear wall overturning forces.

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MED	Gym-BC.4	Wall Thickness	NC	Wall thickness is inadequate at the full height main gymnasium walls per the quick check procedure. Walls may be slender and have limited capacity for vertical loads and there is a higher potential for damage caused from out of plane forces. Tier 2 analysis required to determine the adequacy of full height shear walls.
HIGH	Gym-PC.1	Wood Ledgers	NC	Where low roof diaphragms tie into the precast concrete shear walls at the main gymnasium perimeter without embedded steel beams the connections utilize wood ledgers in cross grain bending. Failure mechanisms of such connections may be non-ductile and result in loss of bearing support. Recommend retrofit of ledger connections at precast wall panels.
MED	Gym-PC.2	Wall Openings	NC	Perimeter shear walls on the north, south and west elevations are partial height walls and have openings greater than 75% of their length. Tier 2 analysis of elements is required.
HIGH	Gym-PC.4	Cross Ties in Flexible Diaphragms	NC	At the high roof there are no continuous cross ties perpendicular to roof trusses. Recommend retrofit to ensure cross ties are continuous.

Table-8: Collapse Prevention Basic Configuration & Structural Checklist for Building Types PC1 and PC1a - Gym

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5.9 POOL HOUSE

The Pool House is the newest building on campus and was originally constructed in the late 1970s. The building is a one-story structure comprised of a steel framed roof with metal decking and concrete masonry unit (CMU) bearing walls. A summary of major Tier 1 deficiencies and a table with all deficiencies is below:

- Wall Anchorage – The building's CMU walls are not braced or anchored at the roof diaphragm. The perimeter steel beams are encased in concrete corbels that can span between perpendicular walls. However, the ledger connection of the metal to wall can fail due to deformation compatibility.
- Cross Ties – There are no intermediate cross ties at the roof level.
- Stiffness of Wall Anchors – The ledger to wall connection can pry and fail during a seismic event.

Pool House Tier 1 Checklists – Non-Compliant Items

ID	Item	Compliance	Comments and Recommendations
Pool-RM1.1	Wall Anchorage	NC	The building's CMU walls are not braced or anchored at the roof diaphragm. The perimeter steel beams are encased in concrete corbels that can span between perpendicular walls. However, the ledger connection of the metal to wall can fail due to deformation compatibility. Interior CMU walls are also not anchored to the roof diaphragm. Recommended retrofit would be to include new perpendicular steel beams spanning wall to wall to help brace the exterior walls and provide cross tie continuity. Add bracing beams at interior CMU walls.
Pool-RM1.2	Cross Ties	NC	There are no intermediate cross ties at the roof level. Recommended retrofit: See above
Pool-RM1.3	Stiffness of Wall Anchors	NC	The ledger to wall connection can pry and fail during a seismic event. Recommended retrofit: See above. Additionally consider adding stiff plates between the legs of the angle to prevent prying action.

Table-9: Collapse Prevention Basic Configuration & Structural Checklist for Building Types RM1 and RM2 – Pool House

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5.10 BLEACHERS (VIEWING STAND)

The Viewing Stand is intended to be demolished due to its current state of deterioration and safety concerns. A seismic evaluation was explicitly not conducted.

5.11 NON-STRUCTURAL SCREENING: ENTIRE CAMPUS

Nonstructural elements that were visible during our limited site walk were evaluated for the position retention performance level. Noncompliant items are provided in the table below:

17-38 Nonstructural Checklist – Full Campus: Academic Unit/ Auditorium, Cafeteria Shop, Gymnasium, Viewing Stands

	Item	Compliance	Comments (Reference Photo)
HIGH	Fire Suppression Piping	NC	In the auditorium basement, shops building, Academic Unit we observed fire suppression piping is not adequately braced. (Photo 25). Retrofit: Survey the entire campus FS piping and provide seismic bracing as required.
MED	Flexible Coupling	NC	Fire suppression system does not have flexible couplers (Photo 25). Retrofit: Install flexible couplers. Survey entire campus.
HIGH	Pendant Supports	NC	Free swinging light fixtures in the classrooms, and gyms are in close proximity to distributed systems, structure or are unbraced. (Photo 26). Retrofit: Brace pendant supported lights.
MED	Lens Covers	NC	Lens covers of light fixtures are not adequate to prevent shattered glass from falling below. This occurs in numerous locations. (Photo 27). Retrofit: Replace lens covers.
HIGH	Fall Prone Contents	NC	In the cafeteria we observed refrigerators and ovens that were not anchored to the structure (Photo 28). Access to the kitchen was limited due to lunch being prepared. Retrofit: Anchor kitchen equipment that is unanchored.
HIGH	Flexible Couplings	U	We observed fluid and gas piping throughout campus that did not have flexible couplings. Retrofit: Install flexible couplings.
HIGH	Heavy Partitions	NC	CMU partition walls in the shops building are not adequately braced to the roof diaphragm. (Photo 29)

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			Retrofit: Install kicker bracing as required to the roof structure.
HIGH	Heavy Equipment	U	Auditorium basement area MEP equipment anchorage is unknown. Anchors were not observed, however, may be on the interior of the unit. Gym heater is not braced. Shop fans are not braced. (Photo 30-32) Retrofit: Survey all equipment in room and anchor as required.
MED	Ceilings	U	Ceiling types varied throughout campus. Above ceiling conditions were not observed. Retrofit: Survey all above ceiling conditions to determine if bracing and edge conditions meet current code requirements. Or replace in its entirety.
LOW	Elevators	U	Elevator was not accessed. Survey all interior conditions to verify adequate rail support, retainer plates, and of seismic switches are provided. Ensure all elevator equipment including governors are anchored.

Table 10: Nonstructural Checklist – Full Campus

While on site we were not able to observe the campus' elevators and have omitted them from the nonstructural checklist. We recommend surveying the elevators for compliance in accordance with ASCE 41-17 Table 17-38.

Note that should the owner perform a full modernization of the mechanical, electrical, and plumbing systems, anchorage and bracing should be designed for all new equipment and distribution systems per current DSA code standards.

6.0 CONCLUSIONS

The buildings on the McClymonds High School campus were constructed nearly 70 years ago, at a time when seismic design standards were not as well developed as today. Seismic standards have continued to evolve, with seismic design forces steadily increasing over the years. Because the original structural designs were based on overall lower force levels then the force levels of today's standards, several checklist items have been flagged as non-compliant in the Tier 1 screening evaluation. Additionally, the Tier 1 checklists use more conservative, less detailed values for the strength of existing elements since it is an initial screening review. Furthermore, the main Academic Unit/Auditorium Building (B, H, A) structure has various irregularities, such that a simplified analysis cannot accurately assess the expected behavior and clearly identify areas that may require retrofit. Therefore, we recommend that the non-compliant items be studied in more depth using the deficiencies-only Tier 2 analysis and evaluation procedures. This more detailed analysis may show that some flagged items are compliant, with no retrofit recommended. However, in the case that these items cannot be proven adequate with a Tier 2 study, retrofit measures should be implemented. We have outlined the rough scope of structural strengthening that may be needed to meet the existing school-use performance levels, which would maintain life safety and also retain an increased margin against the onset of collapse during a future major seismic event. Note that in the case of the Academic Unit/Auditorium building, the Tier 2 study will require a comprehensive, linear dynamic analysis of the building to fully assess the potential deficiencies and provide a scope of work for structural upgrade.

In summary, we have performed an ASCE 41-17 Tier 1 screening and noted noncompliant elements of the existing campus structures for the Limited Safety Structural Performance level. Our analysis flagged several structural items in the buildings as deficient, such as adjacent buildings, shear wall shear overstress, overturning, openings at shear walls, and wall out of plane anchorage. These items should be studied further in a Tier 2 analysis. Most non-structural systems in the buildings were not visible for review but are likely deficient by today's standards. For structural elements that were inadequate per the Tier 1 evaluation, we developed suggested retrofit concepts to mitigate the noncompliant elements to achieve the dual structural performance objective levels of Damage Control for BSE-1N and Limited Safety Performance for BSE-2N. Conceptual recommendations for noncompliant nonstructural elements were also described to remediate these elements to achieve the dual nonstructural performance objective levels of Position Retention for BSE-1N and Hazards Reduced for BSE-2N. Additionally, we provided recommendations for improvements to deteriorated elements as part of the limited condition assessment that we performed as part of the seismic evaluation.

We understand that the campus seismic rehabilitation projects will be implemented in the future by a design-build entity. As such, future seismic strengthening may be tailored by the design-build team to provide the most cost-effective solution. It should be noted that the future design-build team should verify potential modernization cost triggers for a code mandated seismic retrofit. Many of the most significant seismic deficiencies may be remedied in a voluntary seismic rehabilitation program.

This report is based on visual observations, and a review of original and retrofit structural drawings. Note that the removal of finishes and destructive testing were not provided or authorized or included in the preparation of this report. Additionally, this report does not address hidden or unknown conditions. Our service has been performed within the limits prescribed by you, our client. If we can be of further assistance, please do not hesitate to contact us.

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KPW STRUCTURAL ENGINEERS, INC
A SALASOBRIEN COMPANY

Very truly yours,

KPW Structural Engineers, Inc.

Pardeep Jhutti, SE
Principal

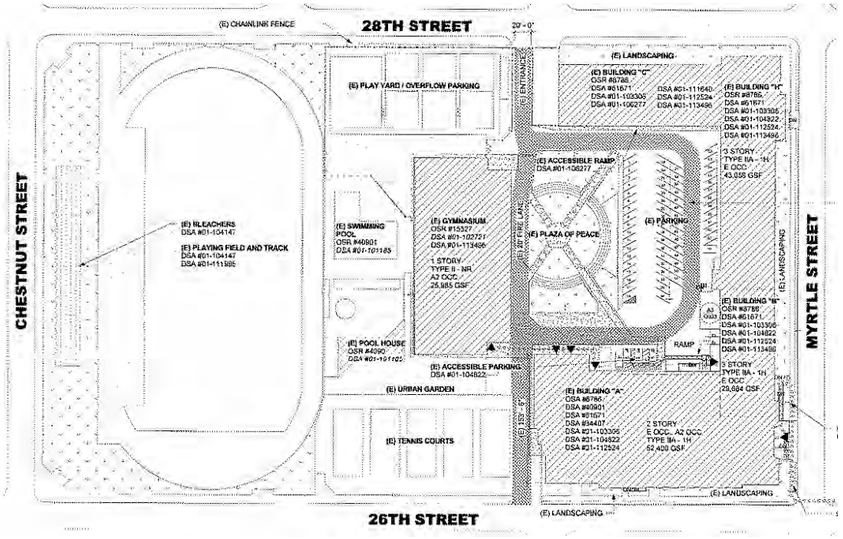
Anthony DeMayo, PE
Project Engineer

Attachments: Representative Photos
Tier 1 Checklists

McClymonds High School
August 25, 2022

KPW STRUCTURAL ENGINEERS, INC
A SALASOBRIEN COMPANY

7.0 SITE PLAN



55 Harrison Street, Suite 550, Oakland, California 94607 T 510.208.3300 F 510.208.3303 www.kpwse.com

7.1 STRUCTURAL REPORT

McClymonds High School
August 25, 2022

KPW STRUCTURAL ENGINEERS, INC A SALASOBRIEN COMPANY

8.0 PHOTO LOG

Photo 1:

Academic Unit
(Building H side)

Photo 2:

Academic Unit
(Building B side)

McClymonds High School
August 25, 2022

KPW STRUCTURAL ENGINEERS, INC A SALASOBRIEN COMPANY

Photo 3:

Academic Unit,
View from
quad

Photo 4:

Academic Unit
view from quad
(Library side)

7.1 STRUCTURAL REPORT

KPW STRUCTURAL ENGINEERS, INC A SALASOBRIEN COMPANY

Photo 5:

Auditorium

Photo 6:

Building A
Library
(recently
modernized)

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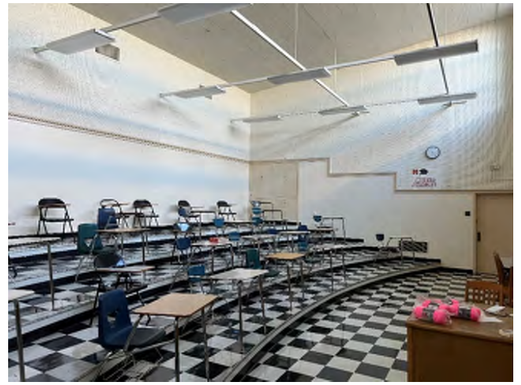

Photo 7:

Building A
Band Room

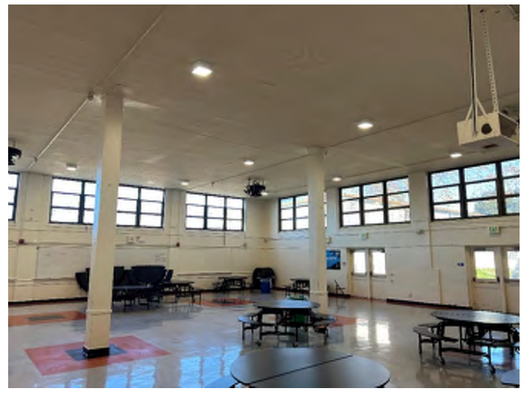

Photo 8:

Cafeteria

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Photo 9:

Cafeteria

Photo 10:

Cafeteria

KPW STRUCTURAL ENGINEERS, INC A SALASOBRIEN COMPANY

Photo 11:

ShopsBuilding

Photo 12:

Canopy of Shop Building

7.1 STRUCTURAL REPORT

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Photo 13:

Interior of Shop Bldg.

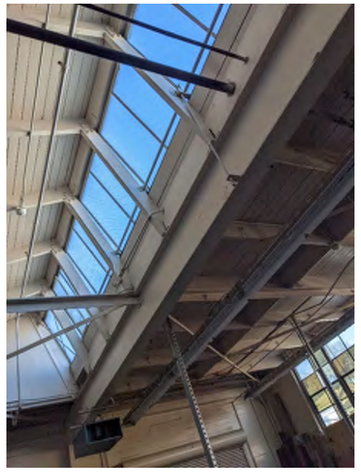

Photo 14:

Skylight/Dormer of Shops Building

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Photo 15:

Seismic Gap at Building H. Ductwork crosses gap.

Photo 16:

Gym Building

7.1 STRUCTURAL REPORT

KPW STRUCTURAL ENGINEERS, INC A SALASOBRIEN COMPANY

Photo 17:

High roof of Gym

Photo 18:

Locker room area

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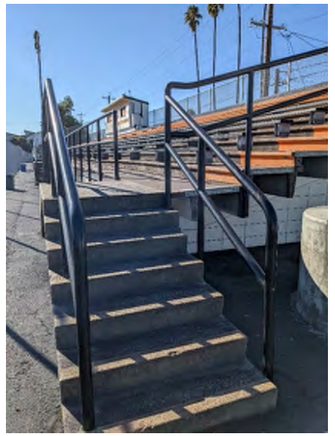

Photo 19:

Bleacher Stands

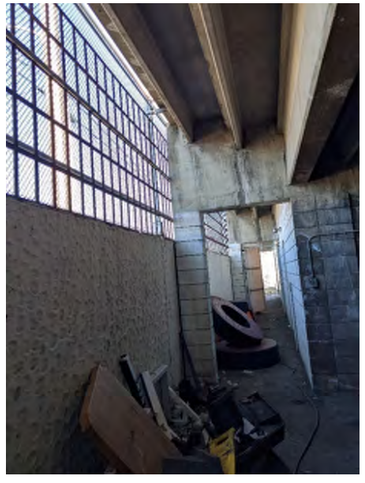

Photo 20:

Below bleacher stands

7.1 STRUCTURAL REPORT

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Photo 21:

Pool House

Photo 22:

Damaged canopy posts at Cafeteria. Occurs at multiple locations.

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Photo 23:

Academic unit stairwell water damage in plaster

Photo 24:

Bleacher water intrusion

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Photo 25:

Auditorium basement fire sprinkler piping unbraced

Photo 26:

Pendantlights are unbraced and may hit existing structure

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Photo 27:

Gym lens covers may fall and causeharm during an earthquake

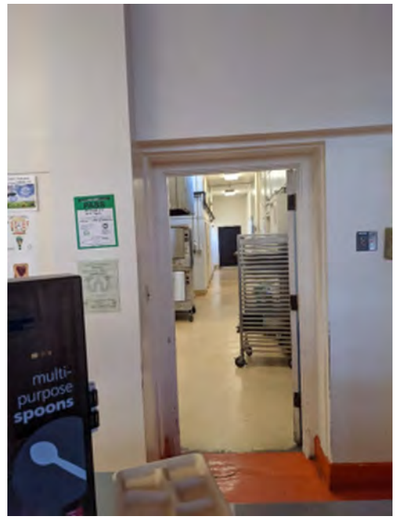

Photo 28:

Cafeteria ovens and refrigerators unanchored

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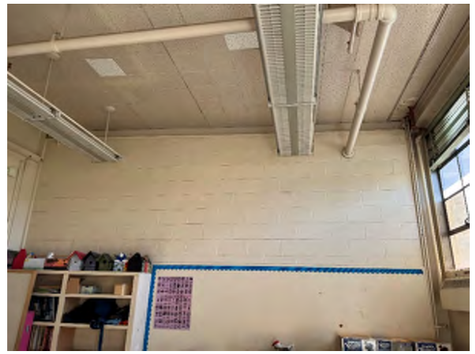

Photo 29:

Shop building heavy CMU wall unbraced

Photo 30:

Auditorium basement MEP equipment may be unanchored

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Photo 31:

Gym heaters are inadequately braced.

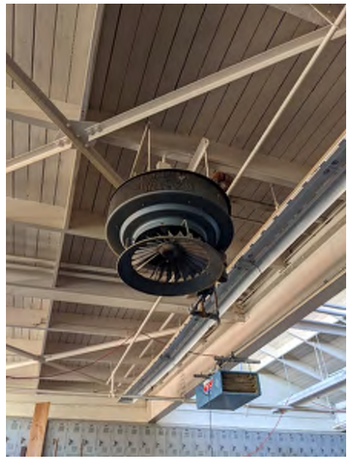

Photo 32:

Shop fans are inadequately braced

7.1 STRUCTURAL REPORT

McClymonds High School
August 25, 2022

APPENDIX A: TIER 1 CHECKLISTS

KPW STRUCTURAL ENGINEERS, INC
A SALASOBRIEN COMPANY

ACADEMIC UNIT & AUDITORIUM
BUILDINGS H, B, A

Table 17-1. Very Low Seismicity Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Structural Components			
C (NC) N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.	5.4.1.1	A.2.1.1
C (NC) N/A U	WALL ANCHORAGE: Exterior concrete or masonry walls that are dependent on the diaphragm for lateral support are anchored for out-of-plane forces at each diaphragm level with steel anchors, reinforcing dowels, or straps that are developed into the diaphragm. Connections have adequate strength to resist the connection force calculated in the Quick Check procedure of Section 4.4.3.7.	5.7.1.1	A.5.1.1

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-2. Collapse Prevention Basic Configuration Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Low Seismicity			
Building System—General			
C (NC) N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.	5.4.1.1	A.2.1.1
C (NC) N/A U	ADJACENT BUILDINGS: The clear distance between the building being evaluated and any adjacent building is greater than 0.25% of the height of the shorter building in low seismicity, 0.5% in moderate seismicity, and 1.5% in high seismicity.	5.4.1.2	A.2.1.2
C NC N/A (U)	MEZZANINES: Interior mezzanine levels are braced independently from the main structure or are anchored to the seismic-force-resisting elements of the main structure.	5.4.1.3	A.2.1.3
Building System—Building Configuration			
(C) NC N/A U	WEAK STORY: The sum of the shear strengths of the seismic-force-resisting system in any story in each direction is not less than 80% of the strength in the adjacent story above.	5.4.2.1	A.2.2.2
(C) NC N/A U	SOFT STORY: The stiffness of the seismic-force-resisting system in any story is not less than 70% of the seismic-force-resisting system stiffness in an adjacent story above or less than 80% of the average seismic-force-resisting system stiffness of the three stories above.	5.4.2.2	A.2.2.3
(C) NC N/A U	VERTICAL IRREGULARITIES: All vertical elements in the seismic-force-resisting system are continuous to the foundation.	5.4.2.3	A.2.2.4
(C) NC N/A U	GEOMETRY: There are no changes in the net horizontal dimension of the seismic-force-resisting system of more than 30% in a story relative to adjacent stories, excluding one-story penthouses and mezzanines.	5.4.2.4	A.2.2.5
(C) NC N/A U	MASS: There is no change in effective mass of more than 50% from one story to the next. Light roofs, penthouses, and mezzanines need not be considered.	5.4.2.5	A.2.2.6
C (NC) N/A U	TORSION: The estimated distance between the story center of mass and the story center of rigidity is less than 20% of the building width in either plan dimension.	5.4.2.6	A.2.2.7

continues

7.1 STRUCTURAL REPORT

Table 17-2 (Continued). Collapse Prevention Basic Configuration Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Moderate Seismicity (Complete the Following Items in Addition to the Items for Low Seismicity)			
Geologic Site Hazards			
C NC N/A U	LIQUEFACTION: Liquefaction-susceptible, saturated, loose granular soils that could jeopardize the building's seismic performance do not exist in the foundation soils at depths within 50 ft (15.2 m) under the building.	5.4.3.1	A.6.1.1
C NC N/A U	SLOPE FAILURE: The building site is located away from potential earthquake-induced slope failures or rockfalls so that it is unaffected by such failures or is capable of accommodating any predicted movements without failure.	5.4.3.1	A.6.1.2
C NC N/A U	SURFACE FAULT RUPTURE: Surface fault rupture and surface displacement at the building site are not anticipated.	5.4.3.1	A.6.1.3
High Seismicity (Complete the Following Items in Addition to the Items for Moderate Seismicity)			
Foundation Configuration			
C NC N/A U	OVERTURNING: The ratio of the least horizontal dimension of the seismic-force-resisting system at the foundation level to the building height (base/height) is greater than $0.6S_a$.	5.4.3.3	A.6.2.1
C NC N/A U	TIES BETWEEN FOUNDATION ELEMENTS: The foundation has ties adequate to resist seismic forces where footings, piles, and piers are not restrained by beams, slabs, or soils classified as Site Class A, B, or C.	5.4.3.4	A.6.2.2

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-3. Immediate Occupancy Basic Configuration Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Very Low Seismicity			
Building System—General			
C NC N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.	5.4.1.1	A.2.1.1
C NC N/A U	ADJACENT BUILDINGS: The clear distance between the building being evaluated and any adjacent building is greater than 0.5% of the height of the shorter building in low seismicity, 1.0% in moderate seismicity, and 3.0% in high seismicity.	5.4.1.2	A.2.1.2
C NC N/A U	MEZZANINES: Interior mezzanine levels are braced independently from the main structure or are anchored [illegible]g elements of the main structure.	5.4.1.3	A.2.1.3
Building System—Building Configuration			
C NC N/A U	WEAK STORY: The sum of the shear strengths of the seismic-force-resisting system in any story in each direction is not less than 80% of the strength in the adjacent story above.	5.4.2.1	A.2.2.2
C NC N/A U	SOFT STORY: The stiffness of the seismic-force-resisting system in any story is not less than 70% of the seismic-force-resisting system stiffness in an adjacent story above or less than 80% of the average seismic-force-resisting system stiffness of the three stories above.	5.4.2.2	A.2.2.3
C NC N/A U	VERTICAL IRREGULARITIES: All vertical elements in the seismic-force-resisting system are continuous to the foundation.	5.4.2.3	A.2.2.4
C NC N/A U	GEOMETRY: There are no changes in the net horizontal dimension of the seismic-force-resisting system of more than 30% in a story relative to adjacent stories, excluding one-story penthouses and mezzanines.	5.4.2.4	A.2.2.5
C NC N/A U	MASS: There is no change in effective mass of more than 50% from one story to the next. Light roofs, penthouses, and mezzanines need not be considered.	5.4.2.5	A.2.2.6

NOT APPLICABLE

continues

Table 17-24. Collapse Prevention Structural Checklist for Building Types C2 and C2a

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Low and Moderate Seismicity			
Seismic-Force-Resisting System			
C NC N/A U	COMPLETE FRAMES: Steel or concrete frames classified as secondary components form a complete vertical-load-carrying system.	5.5.2.5.1	A.3.1.6.1
C NC N/A U	REDUNDANCY: The number of lines of shear walls in each principal direction is greater than or equal to 2.	5.5.1.1	A.3.2.1.1
C NC N/A U	SHEAR STRESS CHECK: The shear stress in the concrete shear walls, calculated using the Quick Check procedure of Section 4.4.3.3, is less than the greater of 100 lb/in.^{2} (0.69 MPa) or $2\sqrt{f'_c}$.	5.5.3.1.1	A.3.2.2.1
C NC N/A U	REINFORCING STEEL: The ratio of reinforcing steel area to gross concrete area is not less than 0.0012 in the vertical direction and 0.0020 in the horizontal direction.	5.5.3.1.3	A.3.2.2.2
Connections			
C NC N/A U	WALL ANCHORAGE AT FLEXIBLE DIAPHRAGMS: Exterior concrete or masonry walls that are dependent on flexible diaphragms for lateral support are anchored for out-of-plane forces at each diaphragm level with steel anchors, reinforcing dowels, or straps that are developed into the diaphragm. Connections have strength to resist the connection force calculated in the Quick Check procedure of Section 4.4.3.7.	5.7.1.1	A.5.1.1
C NC N/A U	TRANSFER TO SHEAR WALLS: Diaphragms are connected for transfer of seismic forces to the shear walls.	5.7.2	A.5.2.1
C NC N/A U	FOUNDATION DOWELS: Wall reinforcement is doweled into the foundation with vertical bars equal in size and spacing to the vertical wall reinforcing directly above the foundation.	5.7.3.4	A.5.3.5
High Seismicity (Complete the Following Items in Addition to the Items for Low and Moderate Seismicity)			
Seismic-Force-Resisting System			
C NC N/A U	DEFLECTION COMPATIBILITY: Secondary components have the shear capacity to develop the flexural strength of the components.	5.5.2.5.2	A.3.1.6.2
C NC N/A U	FLAT SLABS: Flat slabs or plates not part of the seismic-force-resisting system have continuous bottom steel through the column joints.	5.5.2.5.3	A.3.1.6.3
C NC N/A U	COUPLING BEAMS: The ends of both walls to which the coupling beam is attached are supported at each end to resist vertical loads caused by overturning.	5.5.3.2.1	A.3.2.2.3
Diaphragms (Stiff or Flexible)			
C NC N/A U	DIAPHRAGM CONTINUITY: The diaphragms are not composed of split-level floors and do not have expansion joints.	5.6.1.1	A.4.1.1
C NC N/A U	OPENINGS AT SHEAR WALLS: Diaphragm openings immediately adjacent to the shear walls are less than 25% of the wall length.	5.6.1.3	A.4.1.4
Flexible Diaphragms			
C NC N/A U	CROSS TIES: There are continuous cross ties between diaphragm chords.	5.6.1.2	A.4.1.2
C NC N/A U	STRAIGHT SHEATHING: All straight-sheathed diaphragms have aspect ratios less than 2-to-1 in the direction being considered.	5.6.2	A.4.2.1
C NC N/A U	SPANS: All wood diaphragms with spans greater than 24 ft (7.3 m) consist of wood structural panels or diagonal sheathing.	5.6.2	A.4.2.2
C NC N/A U	DIAGONALLY SHEATHED AND UNBLOCKED DIAPHRAGMS: All diagonally sheathed or unblocked wood structural panel diaphragms have horizontal spans less than 40 ft (12.2 m) and aspect ratios less than or equal to 4-to-1.	5.6.2	A.4.2.3
C NC N/A U	OTHER DIAPHRAGMS: Diaphragms do not consist of a system other than wood, metal deck, concrete, or horizontal bracing.	5.6.5	A.4.7.1
Connections			
C NC N/A U	UPLIFT AT PILE CAPS: Pile caps have top reinforcement, and piles are anchored to the pile caps.	5.7.3.5	A.5.3.8

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

7.1 STRUCTURAL REPORT

CAFETERIA BUILDING

Table 17-1. Very Low Seismicity Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Structural Components			
C (NC) N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.	5.4.1.1	A.2.1.1
C (NC) N/A U	WALL ANCHORAGE: Exterior concrete or masonry walls that are dependent on the diaphragm for lateral support are anchored for out-of-plane forces at each diaphragm level with steel anchors, reinforcing dowels, or straps that are developed into the diaphragm. Connections have adequate strength to resist the connection force calculated in the Quick Check procedure of Section 4.4.3.7.	5.7.1.1	A.5.1.1

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-2. Collapse Prevention Basic Configuration Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Low Seismicity			
Building System—General			
C (NC) N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.	5.4.1.1	A.2.1.1
C (NC) N/A U	ADJACENT BUILDINGS: The clear distance between the building being evaluated and any adjacent building is greater than 0.25% of the height of the shorter building in low seismicity, 0.5% in moderate seismicity, and 1.5% in high seismicity.	5.4.1.2	A.2.1.2
C NC (N/A) U	MEZZANINES: Interior mezzanine levels are braced independently from the main structure or are anchored to the seismic-force-resisting elements of the main structure.	5.4.1.3	A.2.1.3
Building System—Building Configuration			
C NC (N/A) U	WEAK STORY: The sum of the shear strengths of the seismic-force-resisting system in any story in each direction is not less than 80% of the strength in the adjacent story above.	5.4.2.1	A.2.2.2
C NC (N/A) U	SOFT STORY: The stiffness of the seismic-force-resisting system in any story is not less than 70% of the seismic-force-resisting system stiffness in an adjacent story above or less than 80% of the average seismic-force-resisting system stiffness of the three stories above.	5.4.2.2	A.2.2.3
C NC (N/A) U	VERTICAL IRREGULARITIES: All vertical elements in the seismic-force-resisting system are continuous to the foundation.	5.4.2.3	A.2.2.4
C NC (N/A) U	GEOMETRY: There are no changes in the net horizontal dimension of the seismic-force-resisting system of more than 30% in a story relative to adjacent stories, excluding one-story penthouses and mezzanines.	5.4.2.4	A.2.2.5
C NC (N/A) U	MASS: There is no change in effective mass of more than 50% from one story to the next. Light roofs, penthouses, and mezzanines need not be considered.	5.4.2.5	A.2.2.6
C NC (N/A) U	TORSION: The estimated distance between the story center of mass and the story center of rigidity is less than 20% of the building width in either plan dimension.	5.4.2.6	A.2.2.7

continues

Table 17-2 (Continued). Collapse Prevention Basic Configuration Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Moderate Seismicity (Complete the Following Items in Addition to the Items for Low Seismicity)			
Geologic Site Hazards			
C (NC) N/A U	LIQUEFACTION: Liquefaction-susceptible, saturated, loose granular soils that could jeopardize the building's seismic performance do not exist in the foundation soils at depths within 50 ft (15.2 m) under the building.	5.4.3.1	A.6.1.1
(C) NC N/A U	SLOPE FAILURE: The building site is located away from potential earthquake-induced slope failures or rockfalls so that it is unaffected by such failures or is capable of accommodating any predicted movements without failure.	5.4.3.1	A.6.1.2
(C) NC N/A U	SURFACE FAULT RUPTURE: Surface fault rupture and surface displacement at the building site are not anticipated.	5.4.3.1	A.6.1.3
High Seismicity (Complete the Following Items in Addition to the Items for Moderate Seismicity)			
Foundation Configuration			
C (NC) N/A U	OVERTURNING: The ratio of the least horizontal dimension of the seismic-force-resisting system at the foundation level to the building height (base/height) is greater than $0.6S_a$.	5.4.3.3	A.6.2.1
C (NC) N/A U	TIES BETWEEN FOUNDATION ELEMENTS: The foundation has ties adequate to resist seismic forces where footings, piles, and piers are not restrained by beams, slabs, or soils classified as Site Class A, B, or C.	5.4.3.4	A.6.2.2

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-3. Immediate Occupancy Basic Configuration Checklist

NOT APPLICABLE

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Very Low Seismicity			
Building System—General			
C NC N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.	5.4.1.1	A.2.1.1
C NC N/A U	ADJACENT BUILDINGS: The clear distance between the building being evaluated and any adjacent building is greater than 0.5% of the height of the shorter building in low seismicity, 1.0% in moderate seismicity, and 3.0% in high seismicity.	5.4.1.2	A.2.1.2
C NC N/A U	MEZZANINES: Interior mezzanine levels are braced independently from the main structure or are anchored [illegible]g elements of the main structure.	5.4.1.3	A.2.1.3
Building System—Building Configuration			
C NC N/A U	WEAK STORY: The sum of the shear strengths of the seismic-force-resisting system in any story in each direction is not less than 80% of the strength in the adjacent story above.	5.4.2.1	A.2.2.2
C NC N/A U	SOFT STORY: The stiffness of the seismic-force-resisting system in any story is not less than 70% of the seismic-force-resisting system stiffness in an adjacent story above or less than 80% of the average seismic-force-resisting system stiffness of the three stories above.	5.4.2.2	A.2.2.3
C NC N/A U	VERTICAL IRREGULARITIES: All vertical elements in the seismic-force-resisting system are continuous to the foundation.	5.4.2.3	A.2.2.4
C NC N/A U	GEOMETRY: There are no changes in the net horizontal dimension of the seismic-force-resisting system of more than 30% in a story relative to adjacent stories, excluding one-story penthouses and mezzanines.	5.4.2.4	A.2.2.5
C NC N/A U	MASS: There is no change in effective mass of more than 50% from one story to the next. Light roofs, penthouses, and mezzanines need not be considered.	5.4.2.5	A.2.2.6

continues

7.1 STRUCTURAL REPORT

Table 17-24. Collapse Prevention Structural Checklist for Building Types C2 and C2a

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Low and Moderate Seismicity			
Seismic-Force-Resisting System			
C NC N/A U	COMPLETE FRAMES: Steel or concrete frames classified as secondary components form a complete vertical-load-carrying system.	5.5.2.5.1	A.3.1.6.1
C NC N/A U	REDUNDANCY: The number of lines of shear walls in each principal direction is greater than or equal to 2.	5.5.1.1	A.3.2.1.1
C NC N/A U	SHEAR STRESS CHECK: The shear stress in the concrete shear walls, calculated using the Quick Check procedure of Section 4.4.3.3, is less than the greater of 100 lb/in.^{2} (0.69 MPa) or 2 $\sqrt{f'_c}$.	5.5.3.1.1	A.3.2.2.1
C NC N/A U	REINFORCING STEEL: The ratio of reinforcing steel area to gross concrete area is not less than 0.0012 in the vertical direction and 0.0020 in the horizontal direction.	5.5.3.1.3	A.3.2.2.2
Connections			
C NC N/A U	WALL ANCHORAGE AT FLEXIBLE DIAPHRAGMS: Exterior concrete or masonry walls that are dependent on flexible diaphragms for lateral support are anchored for out-of-plane forces at each diaphragm level with steel anchors, reinforcing dowels, or straps that are developed into the diaphragm. Connections have strength to resist the connection force calculated in the Quick Check procedure of Section 4.4.3.7.	5.7.1.1	A.5.1.1
C NC N/A U	TRANSFER TO SHEAR WALLS: Diaphragms are connected for transfer of seismic forces to the shear walls.	5.7.2	A.5.2.1
C NC N/A U	FOUNDATION DOWELS: Wall reinforcement is doweled into the foundation with vertical bars equal in size and spacing to the vertical wall reinforcing directly above the foundation.	5.7.3.4	A.5.3.5
High Seismicity (Complete the Following Items in Addition to the Items for Low and Moderate Seismicity)			
Seismic-Force-Resisting System			
C NC N/A U	DEFLECTION COMPATIBILITY: Secondary components have the shear capacity to develop the flexural strength of the components.	5.5.2.5.2	A.3.1.6.2
C NC N/A U	FLAT SLABS: Flat slabs or plates not part of the seismic-force-resisting system have continuous bottom steel through the column joints.	5.5.2.5.3	A.3.1.6.3
C NC N/A U	COUPLING BEAMS: The ends of both walls to which the coupling beam is attached are supported at each end to resist vertical loads caused by overturning.	5.5.3.2.1	A.3.2.2.3
Diaphragms (Stiff or Flexible)			
C NC N/A U	DIAPHRAGM CONTINUITY: The diaphragms are not composed of split-level floors and do not have expansion joints.	5.6.1.1	A.4.1.1
C NC N/A U	OPENINGS AT SHEAR WALLS: Diaphragm openings immediately adjacent to the shear walls are less than 25% of the wall length.	5.6.1.3	A.4.1.4
Flexible Diaphragms			
C NC N/A U	CROSS TIES: There are continuous cross ties between diaphragm chords.	5.6.1.2	A.4.1.2
C NC N/A U	STRAIGHT SHEATHING: All straight-sheathed diaphragms have aspect ratios less than 2-to-1 in the direction being considered.	5.6.2	A.4.2.1
C NC N/A U	SPANS: All wood diaphragms with spans greater than 24 ft (7.3 m) consist of wood structural panels or diagonal sheathing.	5.6.2	A.4.2.2
C NC N/A U	DIAGONALLY SHEATHED AND UNBLOCKED DIAPHRAGMS: All diagonally sheathed or unblocked wood structural panel diaphragms have horizontal spans less than 40 ft (12.2 m) and aspect ratios less than or equal to 4-to-1.	5.6.2	A.4.2.3
C NC N/A U	OTHER DIAPHRAGMS: Diaphragms do not consist of a system other than wood, metal deck, concrete, or horizontal bracing.	5.6.5	A.4.7.1
Connections			
C NC N/A U	UPLIFT AT PILE CAPS: Pile caps have top reinforcement, and piles are anchored to the pile caps.	5.7.3.5	A.5.3.8

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-1. Very Low Seismicity Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Structural Components			
C NC N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.	5.4.1.1	A.2.1.1
C NC N/A U	WALL ANCHORAGE: Exterior concrete or masonry walls that are dependent on the diaphragm for lateral support are anchored for out-of-plane forces at each diaphragm level with steel anchors, reinforcing dowels, or straps that are developed into the diaphragm. Connections have adequate strength to resist the connection force calculated in the Quick Check procedure of Section 4.4.3.7.	5.7.1.1	A.5.1.1

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-2. Collapse Prevention Basic Configuration Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Low Seismicity			
Building System—General			
C NC N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.	5.4.1.1	A.2.1.1
C NC N/A U	ADJACENT BUILDINGS: The clear distance between the building being evaluated and any adjacent building is greater than 0.25% of the height of the shorter building in low seismicity, 0.5% in moderate seismicity, and 1.5% in high seismicity.	5.4.1.2	A.2.1.2
C NC N/A U	MEZZANINES: Interior mezzanine levels are braced independently from the main structure or are anchored to the seismic-force-resisting elements of the main structure.	5.4.1.3	A.2.1.3
Building System—Building Configuration			
C NC N/A U	WEAK STORY: The sum of the shear strengths of the seismic-force-resisting system in any story in each direction is not less than 80% of the strength in the adjacent story above.	5.4.2.1	A.2.2.2
C NC N/A U	SOFT STORY: The stiffness of the seismic-force-resisting system in any story is not less than 70% of the seismic-force-resisting system stiffness in an adjacent story above or less than 80% of the average seismic-force-resisting system stiffness of the three stories above.	5.4.2.2	A.2.2.3
C NC N/A U	VERTICAL IRREGULARITIES: All vertical elements in the seismic-force-resisting system are continuous to the foundation.	5.4.2.3	A.2.2.4
C NC N/A U	GEOMETRY: There are no changes in the net horizontal dimension of the seismic-force-resisting system of more than 30% in a story relative to adjacent stories, excluding one-story penthouses and mezzanines.	5.4.2.4	A.2.2.5
C NC N/A U	MASS: There is no change in effective mass of more than 50% from one story to the next. Light roofs, penthouses, and mezzanines need not be considered.	5.4.2.5	A.2.2.6
C NC N/A U	TORSION: The estimated distance between the story center of mass and the story center of rigidity is less than 20% of the building width in either plan dimension.	5.4.2.6	A.2.2.7

continues

7.1 STRUCTURAL REPORT

Table 17-2 (Continued). Collapse Prevention Basic Configuration Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Moderate Seismicity (Complete the Following Items in Addition to the Items for Low Seismicity)			
Geologic Site Hazards			
C (NC) N/A U	LIQUEFACTION: Liquefaction-susceptible, saturated, loose granular soils that could jeopardize the building's seismic performance do not exist in the foundation soils at depths within 50 ft (15.2 m) under the building.	5.4.3.1	A.6.1.1
(C) NC N/A U	SLOPE FAILURE: The building site is located away from potential earthquake-induced slope failures or rockfalls so that it is unaffected by such failures or is capable of accommodating any predicted movements without failure.	5.4.3.1	A.6.1.2
(C) NC N/A U	SURFACE FAULT RUPTURE: Surface fault rupture and surface displacement at the building site are not anticipated.	5.4.3.1	A.6.1.3
High Seismicity (Complete the Following Items in Addition to the Items for Moderate Seismicity)			
Foundation Configuration			
C (NC) N/A U	OVERTURNING: The ratio of the least horizontal dimension of the seismic-force-resisting system at the foundation level to the building height (base/height) is greater than $0.6S_a$.	5.4.3.3	A.6.2.1
(C) NC N/A U	TIES BETWEEN FOUNDATION ELEMENTS: The foundation has ties adequate to resist seismic forces where footings, piles, and piers are not restrained by beams, slabs, or soils classified as Site Class A, B, or C.	5.4.3.4	A.6.2.2

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-3. Immediate Occupancy Basic Configuration Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Very Low Seismicity			
Building System—General			
C NC N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.	5.4.1.1	A.2.1.1
C NC N/A U	ADJACENT BUILDINGS: The clear distance between the building being evaluated and any adjacent building is greater than 0.5% of the height of the shorter building in low seismicity, 1.0% in moderate seismicity, and 3.0% in high seismicity.	5.4.1.2	A.2.1.2
C NC N/A U	MEZZANINES: Interior mezzanine levels are braced independently from the main structure or are anchored to the seismic-force-resisting elements of the main structure.	5.4.1.3	A.2.1.3
Building System—Building Configuration			
C NC N/A U	WEAK STORY: The sum of the shear strengths of the seismic-force-resisting system in any story in each direction is not less than 80% of the strength in the adjacent story above.	5.4.2.1	A.2.2.2
C NC N/A U	SOFT STORY: The stiffness of the seismic-force-resisting system in any story is not less than 70% of the seismic-force-resisting system stiffness in an adjacent story above or less than 80% of the average seismic-force-resisting system stiffness of the three stories above.	5.4.2.2	A.2.2.3
C NC N/A U	VERTICAL IRREGULARITIES: All vertical elements in the seismic-force-resisting system are continuous to the foundation.	5.4.2.3	A.2.2.4
C NC N/A U	GEOMETRY: There are no changes in the net horizontal dimension of the seismic-force-resisting system of more than 30% in a story relative to adjacent stories, excluding one-story penthouses and mezzanines.	5.4.2.4	A.2.2.5
C NC N/A U	MASS: There is no change in effective mass of more than 50% from one story to the next. Light roofs, penthouses, and mezzanines need not be considered.	5.4.2.5	A.2.2.6

continues

Table 17-12. Collapse Prevention Structural Checklist for Building Type S3

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Low and Moderate Seismicity			
Seismic-Force-Resisting System			
C (NC) N/A U	BRACE AXIAL STRESS CHECK: The axial stress in the diagonals, calculated using the Quick Check procedure of Section 4.4.3.4, is less than $0.50F_y$.	5.5.4.1	A.3.3.1.2
Connections			
C NC (N/A) U	TRANSFER TO STEEL FRAMES: Diaphragms are connected for transfer of seismic forces to the steel moment frames.	5.7.2	A.5.2.2
(C) NC N/A U	STEEL COLUMNS: The columns in seismic-force-resisting frames are anchored to the building foundation.	5.7.3.1	A.5.3.1
High Seismicity (Complete the Following Items in Addition to the Items for Low and Moderate Seismicity)			
Seismic-Force-Resisting System			
C NC (N/A) U	MOMENT-RESISTING CONNECTIONS: All moment connections are able to develop the elastic moment (F_yS) of the adjoining members.	5.5.2.2.1	A.3.1.3.4
C (NC) N/A U	COMPACT MEMBERS: All frame elements meet compact section requirements in accordance with AISC 360, Table B4.1.	5.5.2.2.4	A.3.1.3.8
Diaphragms			
(C) NC N/A U	OTHER DIAPHRAGMS: Diaphragms do not consist of a system other than wood, metal deck, concrete, or horizontal bracing.	5.6.5	A.4.7.1
Connections			
C NC (N/A) U	ROOF PANELS: Where considered as diaphragm elements for lateral resistance, metal, plastic, or cementitious roof panels are positively attached to the roof framing to resist seismic forces.	5.7.5	A.5.5.1
C NC (N/A) U	WALL PANELS: Where considered as shear elements for lateral resistance, metal, fiberglass, or cementitious wall panels are positively attached to the framing and foundation to resist seismic forces.	5.7.5	A.5.5.2

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-13. Immediate Occupancy Checklist for Building Type S3

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Very Low and Low Seismicity			
Seismic-Force-Resisting System			
C NC N/A U	BRACE AXIAL STRESS CHECK: The axial stress in the diagonals, calculated using the Quick Check procedure of Section 4.4.3.4, is less than $0.50F_y$.	5.5.4.1	A.3.3.1.2
C NC N/A U	FLEXURAL STRESS CHECK: The average flexural stress in the moment-frame columns and beams, calculated using the Quick Check procedure of Section 4.4.3.9, is less than F_y.	5.5.2.1.2	A.3.1.3.3
Connections			
C NC N/A U	TRANSFER TO STEEL FRAMES: Diaphragms are connected for transfer of seismic forces to the steel moment frames.	5.7.2	A.5.2.2
C NC N/A U	STEEL COLUMNS: The columns in seismic-force-resisting frames are anchored to the building foundation.	5.7.3.1	A.5.3.1
Moderate Seismicity (Complete the Following Items in Addition to the Items for Very Low and Low Seismicity)			
Seismic-Force-Resisting System			
C NC N/A U	MOMENT-RESISTING CONNECTIONS: All moment connections are able to develop the elastic moment (F_yS) of the adjoining members.	5.5.2.2.1	A.3.1.3.4
Diaphragms			
C NC N/A U	PLAN IRREGULARITIES: There is tensile capacity to develop the strength of the diaphragm at reentrant corners or other locations of plan irregularities.	5.6.1.4	A.4.1.7

continues

7.1 STRUCTURAL REPORT

Immediate Occupancy Structural Performance. Tier 1 screening shall include on-site investigation and condition assessmentas required by Section 4.2.1.

Where applicable, each of the evaluation statements listed in this checklist shall be marked Compliant (C), Noncompliant (NC), Not Applicable (N/A), or Unknown (U) for a Tier 1 screening. Items that are deemed acceptable to the design professional in accordance with the evaluation statement shall be categorized as Compliant, whereas items that are determined by the design professional to require further investigation shall be categorized as Noncompliant or Unknown. For evaluation statements classified as Noncompliant or Unknown, the design professional is permitted to choose to conduct further investigation using the corresponding Tier 2 evaluation procedure listed next to each evaluation statement.

17.8 STRUCTURAL CHECKLISTS FOR BUILDING TYPES S5: STEEL FRAMES WITH INFILL MASONRY SHEAR WALLS AND STIFF DIAPHRAGMS AND S5A: STEEL FRAMES WITH INFILL MASONRY SHEAR WALLS AND FLEXIBLE DIAPHRAGMS

For building systemsand configurations that comply with the S5 or S5a building type description in Table 3-1, the Collapse Prevention Structural Checklist in Table 17-16 shall be completed where required by Table 4-6 for Collapse Prevention Structural Performance, and the Immediate Occupancy Structural Checklist in Table 17-17 shall be completed where required by Table 4-6 for Immediate Occupancy Structural Performance. Tier 1 screening shall include on-site investigation and condition assessmentas required by Section 4.2.1.

Where applicable, each of the evaluation statements listed in this checklist shall be marked Compliant (C), Noncompliant (NC), Not Applicable (N/A), or Unknown (U) for a Tier 1 screening. Items that are deemed acceptable to the design professional in accordance with the evaluation statement shall be categorized as Compliant, whereas items that are determined by the design professional to require further investigation shall be categorized as Noncompliant or Unknown. For evaluation statements classified as Noncompliant or Unknown, the design professional is permitted to choose to conduct further investigation using the corresponding Tier 2 evaluation procedure listed next to each evaluation statement.

17.9 STRUCTURAL CHECKLISTS FOR BUILDING TYPE CFS1: COLD-FORMED STEEL LIGHT-FRAME BEARING WALL CONSTRUCTION, SHEAR WALL LATERAL SYSTEM

For building systems and configurations that comply with the CFS1 building type description in Table 3-1, the Collapse Prevention Structural Checklist in Table 17-18 shall be completed where required by Table 4-6 for Collapse Prevention Structural Performance, and the Immediate Occupancy Structural Checklist in Table 17-19 shall be completed where required by Table 4-6 for Immediate Occupancy Structural Performance.

Table 17-16. Collapse Prevention Structural Checklist for Building Types S5 and S5a

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
	Low Seismicity		
	Seismic-Force-Resisting System		
C NC N/A U	REDUNDANCY: The number of lines of shear walls in each principal direction is greater than or equal to 2.	5.5.1.1	A.3.2.1.1
C NC N/A U	SHEAR STRESS CHECK: The shear stress in the reinforced masonry shear walls, calculated using the Quick Check procedure of Section 4.4.3.3, is less than 70 lb/in.^{2} (0.48 MPa)	5.5.3.1.1	A.3.2.4.1
C NC N/A U	SHEAR STRESS CHECK: The shear stress in the unreinforced masonry shear walls, calculated using the Quick Check procedure of Section 4.4.3.3, is less than 30 lb/in.^{2} (0.21 MPa) for clay units and 70 lb/in.^{2} (0.48 MPa) for concrete units. Bays with openings greater than 25% of the wall area shall not be included in A_w of Eq. (4-8).	5.5.3.1.1	A.3.2.5.1
C NC N/A U	INFILL WALL CONNECTIONS: Masonry is in full contact with frame.	5.5.3.5.1 5.5.3.5.3	A.3.2.6.1
	Connections		
C NC N/A U	STEEL COLUMNS: The columns in seismic-force-resisting frames are anchored to the building foundation.	5.7.3.1	A.5.3.1
	Moderate Seismicity (Complete the Following Items in Addition to the Items for Low Seismicity)		
	Seismic-Force-Resisting System		
C NC N/A U	INFILL WALL ECCENTRICITY: The centerline of the infill masonry wall is not offset from the centerline of the steel framing by more than 25% of the wall thickness.	5.5.3.5.3	A.3.2.6.5
	Connections		
C NC N/A U	TRANSFER TO INFILL WALLS: Diaphragms are connected for transfer of loads to the infill walls.	5.7.2	A.5.2.1

continues

Table 17-16 (Continued). Collapse Prevention Structural Checklist for Building Types S5 and S5a

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
	High Seismicity (Complete the Following Items in Addition to the Items for Low and Moderate Seismicity)		
	Seismic-Force-Resisting System		
C NC N/A U	PROPORTIONS: The height-to-thickness ratio of the unreinforced infill walls at each story is less than 9.	5.5.3.1.2	A.3.2.6.2
C NC N/A U	CAVITY WALLS: The infill walls are not of cavity construction.	5.5.3.5.2	A.3.2.6.3
	Flexible Diaphragms		
C NC N/A U	CROSS TIES: There are continuous cross ties between diaphragm chords.	5.6.1.2	A.4.1.2
C NC N/A U	STRAIGHT SHEATHING: All straight-sheathed diaphragms have aspect ratios less than 2-to-1 in the direction being considered.	5.6.2	A.4.2.1
C NC N/A U	SPANS: All wood diaphragms with spans greater than 24 ft (7.3 m) consist of wood structural panels or diagonal sheathing.	5.6.2	A.4.2.2
C NC N/A U	DIAGONALLY SHEATHED AND UNBLOCKED DIAPHRAGMS: All diagonally sheathed or unblocked wood structural panel diaphragms have horizontal spans less than 40 ft (12.2 m) and aspect ratios less than or equal to 4-to-1.	5.6.2	A.4.2.3
C NC N/A U	OTHER DIAPHRAGMS: Diaphragms do not consist of a system other than wood, metal deck, concrete, or horizontal bracing.	5.6.5	A.4.7.1
	Connections		
C NC N/A U	STIFFNESS OF WALL ANCHORS: Anchors of concrete or masonry walls to wood structural elements are installed taut and are stiff enough to limit the relative movement between the wall and the diaphragm to no greater than 1/8 in. before engagement of the anchors.	5.7.1.2	A.5.1.4

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-17. Immediate Occupancy Structural Checklist for Building Types S5 and S5a

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
	Very Low and Low Seismicity		
	Seismic-Force-Resisting System		
C NC N/A U	SHEAR STRESS CHECK: The shear stress in the reinforced masonry shear walls, calculated using the Quick Check procedure of Section 4.4.3.3, is less than 70 lb/in.^{2} (0.48 MPa)	5.5.3.1.1	A.3.2.4.1
C NC N/A U	SHEAR STRESS CHECK: The shear stress in the unreinforced masonry shear walls, calculated using the Quick Check procedure of Section 4.4.3.3, is less than 30 lb/in.^{2} (0.21 MPa) for clay units and 70 lb/in.^{2} (0.48 MPa) for concrete units. Bays with openings greater than 25% of the wall area shall not be included in A_w of Eq. (4-8).	5.5.3.1.1	A.3.2.5.1
C NC N/A U	INFILL WALL CONNECTIONS: Masonry is in full contact with frame.	5.5.3.5.1 5.5.3.5.3	A.3.2.6.1
	Connections		
C NC N/A U	STEEL COLUMNS: The columns in seismic-force-resisting frames are anchored to the building foundation.	5.7.3.1	A.5.3.1
	Moderate Seismicity (Complete the Following Items in Addition to the Items for Low Seismicity)		
	Seismic-Force-Resisting System		
C NC N/A U	REDUNDANCY: The number of lines of shear walls in each principal direction is greater than or equal to 2.	5.5.1.1	A.3.2.1.1
C NC N/A U	REINFORCING AT WALL OPENINGS: All wall openings that interrupt rebar have trim reinforcing on all sides or are checked as unreinforced infill frames.	5.5.3.1.5	A.3.2.4.3
C NC N/A U	PROPORTIONS: The height-to-thickness ratio of the unreinforced infill walls at each story is less than 13.	5.5.3.1.2	A.3.2.6.2

continues

7.1 STRUCTURAL REPORT

Table 17-24. Collapse Prevention Structural Checklist for Building Types C2 and C2a

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Low and Moderate Seismicity			
Seismic-Force-Resisting System			
C NC N/A U	COMPLETE FRAMES: Steel or concrete frames classified as secondary components form a complete vertical-load-carrying system.	5.5.2.5.1	A.3.1.6.1
C NC N/A U	REDUNDANCY: The number of lines of shear walls in each principal direction is greater than or equal to 2.	5.5.1.1	A.3.2.1.1
C NC N/A U	SHEAR STRESS CHECK: The shear stress in the concrete shear walls, calculated using the Quick Check procedure of Section 4.4.3.3, is less than the greater of 100 lb/in.^{2} (0.69 MPa) or $2\sqrt{f'_c}$.	5.5.3.1.1	A.3.2.2.1
C NC N/A U	REINFORCING STEEL: The ratio of reinforcing steel area to gross concrete area is not less than 0.0012 in the vertical direction and 0.0020 in the horizontal direction.	5.5.3.1.3	A.3.2.2.2
Connections			
C NC N/A U	WALL ANCHORAGE AT FLEXIBLE DIAPHRAGMS: Exterior concrete or masonry walls that are dependent on flexible diaphragms for lateral support are anchored for out-of-plane forces at each diaphragm level with steel anchors, reinforcing dowels, or straps that are developed into the diaphragm. Connections have strength to resist the connection force calculated in the Quick Check procedure of Section 4.4.3.7.	5.7.1.1	A.5.1.1
C NC N/A U	TRANSFER TO SHEAR WALLS: Diaphragms are connected for transfer of seismic forces to the shear walls.	5.7.2	A.5.2.1
C NC N/A U	FOUNDATION DOWELS: Wall reinforcement is doweled into the foundation with vertical bars equal in size and spacing to the vertical wall reinforcing directly above the foundation.	5.7.3.4	A.5.3.5
High Seismicity (Complete the Following Items in Addition to the Items for Low and Moderate Seismicity)			
Seismic-Force-Resisting System			
C NC N/A U	DEFLECTION COMPATIBILITY: Secondary components have the shear capacity to develop the flexural strength of the components.	5.5.2.5.2	A.3.1.6.2
C NC N/A U	FLAT SLABS: Flat slabs or plates not part of the seismic-force-resisting system have continuous bottom steel through the column joints.	5.5.2.5.3	A.3.1.6.3
C NC N/A U	COUPLING BEAMS: The ends of both walls to which the coupling beam is attached are supported at each end to resist vertical loads caused by overturning.	5.5.3.2.1	A.3.2.2.3
Diaphragms (Stiff or Flexible)			
C NC N/A U	DIAPHRAGM CONTINUITY: The diaphragms are not composed of split-level floors and do not have expansion joints.	5.6.1.1	A.4.1.1
C NC N/A U	OPENINGS AT SHEAR WALLS: Diaphragm openings immediately adjacent to the shear walls are less than 25% of the wall length.	5.6.1.3	A.4.1.4
Flexible Diaphragms			
C NC N/A U	CROSS TIES: There are continuous cross ties between diaphragm chords.	5.6.1.2	A.4.1.2
C NC N/A U	STRAIGHT SHEATHING: All straight-sheathed diaphragms have aspect ratios less than 2-to-1 in the direction being considered.	5.6.2	A.4.2.1
C NC N/A U	SPANS: All wood diaphragms with spans greater than 24 ft (7.3 m) consist of wood structural panels or diagonal sheathing.	5.6.2	A.4.2.2
C NC N/A U	DIAGONALLY SHEATHED AND UNBLOCKED DIAPHRAGMS: All diagonally sheathed or unblocked wood structural panel diaphragms have horizontal spans less than 40 ft (12.2 m) and aspect ratios less than or equal to 4-to-1.	5.6.2	A.4.2.3
C NC N/A U	OTHER DIAPHRAGMS: Diaphragms do not consist of a system other than wood, metal deck, concrete, or horizontal bracing.	5.6.5	A.4.7.1
Connections			
C NC N/A U	UPLIFT AT PILE CAPS: Pile caps have top reinforcement, and piles are anchored to the pile caps.	5.7.3.5	A.5.3.8

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

GYM BUILDING

Table 17-1. Very Low Seismicity Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Structural Components			
C NC N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.	5.4.1.1	A.2.1.1
C NC N/A U	WALL ANCHORAGE: Exterior concrete or masonry walls that are dependent on the diaphragm for lateral support are anchored for out-of-plane forces at each diaphragm level with steel anchors, reinforcing dowels, or straps that are developed into the diaphragm. Connections have adequate strength to resist the connection force calculated in the Quick Check procedure of Section 4.4.3.7.	5.7.1.1	A.5.1.1

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-2. Collapse Prevention Basic Configuration Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Low Seismicity			
Building System—General			
C NC N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.	5.4.1.1	A.2.1.1
C NC N/A U	ADJACENT BUILDINGS: The clear distance between the building being evaluated and any adjacent building is greater than 0.25% of the height of the shorter building in low seismicity, 0.5% in moderate seismicity, and 1.5% in high seismicity.	5.4.1.2	A.2.1.2
C NC N/A U	MEZZANINES: Interior mezzanine levels are braced independently from the main structure or are anchored to the seismic-force-resisting elements of the main structure.	5.4.1.3	A.2.1.3
Building System—Building Configuration			
C NC N/A U	WEAK STORY: The sum of the shear strengths of the seismic-force-resisting system in any story in each direction is not less than 80% of the strength in the adjacent story above.	5.4.2.1	A.2.2.2
C NC N/A U	SOFT STORY: The stiffness of the seismic-force-resisting system in any story is not less than 70% of the seismic-force-resisting system stiffness in an adjacent story above or less than 80% of the average seismic-force-resisting system stiffness of the three stories above.	5.4.2.2	A.2.2.3
C NC N/A U	VERTICAL IRREGULARITIES: All vertical elements in the seismic-force-resisting system are continuous to the foundation.	5.4.2.3	A.2.2.4
C NC N/A U	GEOMETRY: There are no changes in the net horizontal dimension of the seismic-force-resisting system of more than 30% in a story relative to adjacent stories, excluding one-story penthouses and mezzanines.	5.4.2.4	A.2.2.5
C NC N/A U	MASS: There is no change in effective mass of more than 50% from one story to the next. Light roofs, penthouses, and mezzanines need not be considered.	5.4.2.5	A.2.2.6
C NC N/A U	TORSION: The estimated distance between the story center of mass and the story center of rigidity is less than 20% of the building width in either plan dimension.	5.4.2.6	A.2.2.7

continues

7.1 STRUCTURAL REPORT

Table 17-2 (Continued). Collapse Prevention Basic Configuration Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Moderate Seismicity (Complete the Following Items in Addition to the Items for Low Seismicity)			
Geologic Site Hazards			
C (NC) N/A U	LIQUEFACTION: Liquefaction-susceptible, saturated, loose granular soils that could jeopardize the building's seismic performance do not exist in the foundation soils at depths within 50 ft (15.2 m) under the building.	5.4.3.1	A.6.1.1
(C) NC N/A U	SLOPE FAILURE: The building site is located away from potential earthquake-induced slope failures or rockfalls so that it is unaffected by such failures or is capable of accommodating any predicted movements without failure.	5.4.3.1	A.6.1.2
(C) NC N/A U	SURFACE FAULT RUPTURE: Surface fault rupture and surface displacement at the building site are not anticipated.	5.4.3.1	A.6.1.3
High Seismicity (Complete the Following Items in Addition to the Items for Moderate Seismicity)			
Foundation Configuration			
C (NC) N/A U	OVERTURNING: The ratio of the least horizontal dimension of the seismic-force-resisting system at the foundation level to the building height (base/height) is greater than $0.6S_a$.	5.4.3.3	A.6.2.1
(C) NC N/A U	TIES BETWEEN FOUNDATION ELEMENTS: The foundation has ties adequate to resist seismic forces where footings, piles, and piers are not restrained by beams, slabs, or soils classified as Site Class A, B, or C.	5.4.3.4	A.6.2.2

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-3. Immediate Occupancy Basic Configuration Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Very Low Seismicity			
Building System—General			
C NC N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.	5.4.1.1	A.2.1.1
C NC N/A U	ADJACENT BUILDINGS: The clear distance between the building being evaluated and any adjacent building is greater than 0.5% of the height of the shorter building in low seismicity, 1.0% in moderate seismicity, and 3.0% in high seismicity.	5.4.1.2	A.2.1.2
C NC N/A U	MEZZANINES: Interior mezzanine levels are braced independently from the main structure or are anchored NOT APPLICABLE g elements of the main structure.	5.4.1.3	A.2.1.3
Building System—Building Configuration			
C NC N/A U	WEAK STORY: The sum of the shear strengths of the seismic-force-resisting system in any story in each direction is not less than 80% of the strength in the adjacent story above.	5.4.2.1	A.2.2.2
C NC N/A U	SOFT STORY: The stiffness of the seismic-force-resisting system in any story is not less than 70% of the seismic-force-resisting system stiffness in an adjacent story above or less than 80% of the average seismic-force-resisting system stiffness of the three stories above.	5.4.2.2	A.2.2.3
C NC N/A U	VERTICAL IRREGULARITIES: All vertical elements in the seismic-force-resisting system are continuous to the foundation.	5.4.2.3	A.2.2.4
C NC N/A U	GEOMETRY: There are no changes in the net horizontal dimension of the seismic-force-resisting system of more than 30% in a story relative to adjacent stories, excluding one-story penthouses and mezzanines.	5.4.2.4	A.2.2.5
C NC N/A U	MASS: There is no change in effective mass of more than 50% from one story to the next. Light roofs, penthouses, and mezzanines need not be considered.	5.4.2.5	A.2.2.6

continues

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Table 17-27 (Continued). Immediate Occupancy Structural Checklists for Building Types C3 and C3a

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
C NC N/A U	OPENINGS AT EXTERIOR MASONRY SHEAR WALLS: Diaphragm openings immediately adjacent to exterior masonry shear walls are not greater than 4 ft long.	5.6.1.3	A.4.1.6
C NC N/A U	PLAN IRREGULARITIES: There is tensile capacity to develop the strength of the diaphragm at reentrant corners or other locations of plan irregularities.	5.6.1.4	A.4.1.7
C NC N/A U	DIAPHRAGM REINFORCEMENT AT OPENINGS: There is reinforcing around all diaphragm openings larger than 50% of the building width in either major plan dimension.	5.6.1.5	A.4.1.8
Flexible Diaphragms			
C NC N/A U	CROSS TIES: There are continuous cross ties between diaphragm chords.	5.6.1.2	A.4.1.2
C NC N/A U	STRAIGHT SHEATHING: All straight-sheathed diaphragms have aspect ratios less than 1-to-1 in the direction being considered.	5.6.2	A.4.2.1
C NC N/A U	SPANS: All wood diaphragms with spans greater than 12 ft (3.6 m) consist of wood structural panels or diagonal sheathing.	5.6.2	A.4.2.2
C NC N/A U	DIAGONALLY SHEATHED AND NOT APPLICABLE MS: All diagonally sheathed or unblocked wood structural panel diaphragms have horizontal spans less than 30 ft (9.2 m) and aspect ratios less than or equal to 3-to-1.	5.6.2	A.4.2.3
C NC N/A U	NONCONCRETE FILLED DIAPHRAGMS: Untopped metal deck diaphragms or metal deck diaphragms with fill other than concrete consist of horizontal spans of less than 40 ft (12.2 m) and have aspect ratios less than 4-to-1.	5.6.3	A.4.3.1
C NC N/A U	OTHER DIAPHRAGMS: Diaphragms do not consist of a system other than wood, metal deck, concrete, or horizontal bracing.	5.6.5	A.4.7.1
Connections			
C NC N/A U	UPLIFT AT PILE CAPS: Pile caps have top reinforcement, and piles are anchored to the pile caps; the pile cap reinforcement and pile anchorage are able to develop the tensile capacity of the piles.	5.7.3.5	A.5.3.8
C NC N/A U	STIFFNESS OF WALL ANCHORS: Anchors of concrete or masonry walls to wood structural elements are installed taut and are stiff enough to limit the relative movement between the wall and the diaphragm to no greater than 1/8 in. before engagement of the anchors.	5.7.1.2	A.5.1.4
High Seismicity (Complete the Following Items in Addition to the Items for Low and Moderate Seismicity)			
Seismic-Force-Resisting System			
C NC N/A U	PROPORTIONS: The height-to-thickness ratio of the unreinforced infill walls at each story is less than 8.	5.5.3.1.2	A.3.2.6.2

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-28. Collapse Prevention Structural Checklist for Building Types PC1 and PC1a

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Low Seismicity			
Connections			
(C) NC N/A U	WALL ANCHORAGE: Exterior concrete or masonry walls that are dependent on the diaphragm for lateral support are anchored for out-of-plane forces at each diaphragm level with steel anchors, reinforcing dowels, or straps that are developed into the diaphragm. Connections have strength to resist the connection force calculated in the Quick Check procedure of Section 4.4.3.7.	5.7.1.1	A.5.1.1

continues

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Table 17-28 (Continued). Collapse Prevention Structural Checklist for Building Types PC1 and PC1a

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Moderate Seismicity (Complete the Following Items in Addition to the Items for Low Seismicity)			
Seismic-Force-Resisting System			
C NC N/A U	REDUNDANCY: The number of lines of shear walls in each principal direction is greater than or equal to 2.	5.5.1.1	A.3.2.1.1
C NC N/A U	WALL SHEAR STRESS CHECK: The shear stress in the precast panels, calculated using the Quick Check procedure of Section 4.4.3.3, is less than the greater of 100 lb/in.^{2} (0.69 MPa) or $2\sqrt{f'_c}$.	5.5.3.1.1	A.3.2.3.1
C NC N/A U	REINFORCING STEEL: The ratio of reinforcing steel area to gross concrete area is not less than 0.0012 in the vertical direction and 0.0020 in the horizontal direction.	5.5.3.1.3	A.3.2.3.2
C NC N/A U	WALL THICKNESS: Thicknesses of bearing walls are not less than 1/40 the unsupported height or length, whichever is shorter, nor less than 4 in. (101 mm).	5.5.3.1.2	A.3.2.3.5
Diaphragms			
C NC N/A U	TOPPING SLAB: Precast concrete diaphragm elements are interconnected by a continuous reinforced concrete topping slab with a minimum thickness of 2 in. (51 mm).	5.6.4	A.4.5.1
Connections			
C NC N/A U	WOOD LEDGERS: The connection between the wall panels and the diaphragm does not induce cross-grain bending or tension in the wood ledgers.	5.7.1.3	A.5.1.2
C NC N/A U	TRANSFER TO SHEAR WALLS: Diaphragms are connected for transfer of seismic forces to the shear walls.	5.7.2	A.5.2.1
C NC N/A U	TOPPING SLAB TO WALLS OR FRAMES: Reinforced concrete topping slabs that interconnect the precast concrete diaphragm elements are doweled for transfer of forces into the shear wall or frame elements.	5.7.2	A.5.2.3
C NC N/A U	GIRDER–COLUMN CONNECTION: There is a positive connection using plates, connection hardware, or straps between the girder and the column support.	5.7.4.1	A.5.4.1
High Seismicity (Complete the Following Items in Addition to the Items for Low and Moderate Seismicity)			
Seismic-Force-Resisting System			
C NC N/A U	DEFLECTION COMPATIBILITY FOR RIGID DIAPHRAGMS: Secondary components have the shear capacity to develop the flexural strength of the components.	5.5.2.5.2	A.3.1.6.2
C NC N/A U	WALL OPENINGS: The total width of openings along any perimeter wall line constitutes less than 75% of the length of any perimeter wall when the wall piers have aspect ratios of less than 2-to-1.	5.5.3.3.1	A.3.2.3.3
Diaphragms			
C NC N/A U	CROSS TIES IN FLEXIBLE DIAPHRAGMS: There are continuous cross ties between diaphragm chords.	5.6.1.2	A.4.1.2
C NC N/A U	STRAIGHT SHEATHING: All straight-sheathed diaphragms have aspect ratios less than 2-to-1 in the direction being considered.	5.6.2	A.4.2.1
C NC N/A U	SPANS: All wood diaphragms with spans greater than 24 ft (7.3 m) consist of wood structural panels or diagonal sheathing.	5.6.2	A.4.2.2
C NC N/A U	DIAGONALLY SHEATHED AND UNBLOCKED DIAPHRAGMS: All diagonally sheathed or unblocked wood structural panel diaphragms have horizontal spans less than 40 ft (12.2 m) and aspect ratios less than or equal to 4-to-1.	5.6.2	A.4.2.3
C NC N/A U	OTHER DIAPHRAGMS: Diaphragms do not consist of a system other than wood, metal deck, concrete, or horizontal bracing.	5.6.5	A.4.7.1
Connections			
C NC N/A U	MINIMUM NUMBER OF WALL ANCHORS PER PANEL: There are at least two anchors connecting each precast wall panel to the diaphragm elements.	5.7.1.4	A.5.1.3
C NC N/A U	PRECAST WALL PANELS: Precast wall panels are connected to the foundation.	5.7.3.4	A.5.3.6
C NC N/A U	UPLIFT AT PILE CAPS: Pile caps have top reinforcement, and piles are anchored to the pile caps.	5.7.3.5	A.5.3.8

continues

Table 17-28 (Continued). Collapse Prevention Structural Checklist for Building Types PC1 and PC1a

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
C NC N/A U	GIRDERS: Girders supported by walls or pilasters have at least two ties securing the anchor bolts unless provided with independent stiff wall anchors with strength to resist the connection force calculated in the Quick Check procedure of Section 4.4.3.7.	5.7.4.2	A.5.4.2

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-29. Immediate Occupancy Structural Checklist for Building Types PC1 and PC1a

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Very Low Seismicity			
Seismic-Force-Resisting System			
C NC N/A U	REDUNDANCY: The number of lines of shear walls in each principal direction is greater than or equal to 2.	5.5.1.1	A.3.2.1.1
C NC N/A U	WALL SHEAR STRESS CHECK: The shear stress in the precast panels, calculated using the Quick Check procedure of Section 4.4.3.3, is less than the greater of 100 lb/in.^{2} (0.69 MPa) or $2\sqrt{f'_c}$.	5.5.3.1.1	A.3.2.3.1
C NC N/A U	REINFORCING STEEL: The ratio of reinforcing steel area to gross concrete area is not less than 0.0012 in the vertical direction and 0.0020 in the horizontal direction. The spacing of reinforcing steel is equal to or less than 18 in. (457 mm).	5.5.3.1.3	A.3.2.3.2
Diaphragms (Stiff or Flexible)			
C NC N/A U	TOPPING SLAB: Precast concrete diaphragm elements are interconnected by a continuous reinforced concrete topping slab with a minimum thickness of 2 in. (51 mm).	5.6.4	A.4.5.1
Connections			
C NC N/A U	WALL ANCHORAGE: Exterior concrete or masonry walls that are dependent on the diaphragm for lateral support are anchored for out-of-plane forces at each diaphragm level with steel anchors, reinforcing dowels, or straps that are developed into the diaphragm. Connections have strength to resist the connection force calculated in the Quick Check procedure of Section 4.4.3.7.	5.7.1.1	A.5.1.1
C NC N/A U	WOOD LEDGERS: The connection between the wall panels and the diaphragm does not induce cross-grain bending or tension in the wood ledgers.	5.7.1.4	A.5.1.2
C NC N/A U	TRANSFER TO SHEAR WALLS: Diaphragms are connected for transfer of seismic forces to the shear walls, and the connections are able to develop the lesser of the shear strength of the walls or diaphragms.	5.7.2	A.5.2.1
C NC N/A U	TOPPING SLAB TO WALLS OR FRAMES: Reinforced concrete topping slabs that interconnect the precast concrete diaphragm elements are doweled for transfer of forces into the shear wall or frame elements, and the dowels are able to develop the least of the shear strength of the walls, frames, or slabs.	5.7.2	A.5.2.3
C NC N/A U	GIRDER–COLUMN CONNECTION: There is a positive connection using plates, connection hardware, or straps between the girder and the column support.	5.7.4.1	A.5.4.1
Foundation System			
C NC N/A U	DEEP FOUNDATIONS: Piles and piers are capable of transferring the lateral forces between the structure and the soil.		A.6.2.3
C NC N/A U	SLOPING SITES: The difference in foundation embedment depth from one side of the building to another does not exceed one story.		A.6.2.4

NOT APPLICABLE

continues

7.1 STRUCTURAL REPORT

POOL HOUSE

Table 17-1. Very Low Seismicity Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Structural Components			
C NC N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.	5.4.1.1	A.2.1.1
C NC N/A U	WALL ANCHORAGE: Exterior concrete or masonry walls that are dependent on the diaphragm for lateral support are anchored for out-of-plane forces at each diaphragm level with steel anchors, reinforcing dowels, or straps that are developed into the diaphragm. Connections have adequate strength to resist the connection force calculated in the Quick Check procedure of Section 4.4.3.7.	5.7.1.1	A.5.1.1

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-2. Collapse Prevention Basic Configuration Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Low Seismicity			
Building System—General			
C NC N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.	5.4.1.1	A.2.1.1
C NC N/A U	ADJACENT BUILDINGS: The clear distance between the building being evaluated and any adjacent building is greater than 0.25% of the height of the shorter building in low seismicity, 0.5% in moderate seismicity, and 1.5% in high seismicity.	5.4.1.2	A.2.1.2
C NC N/A U	MEZZANINES: Interior mezzanine levels are braced independently from the main structure or are anchored to the seismic-force-resisting elements of the main structure.	5.4.1.3	A.2.1.3
Building System—Building Configuration			
C NC N/A U	WEAK STORY: The sum of the shear strengths of the seismic-force-resisting system in any story in each direction is not less than 80% of the strength in the adjacent story above.	5.4.2.1	A.2.2.2
C NC N/A U	SOFT STORY: The stiffness of the seismic-force-resisting system in any story is not less than 70% of the seismic-force-resisting system stiffness in an adjacent story above or less than 80% of the average seismic-force-resisting system stiffness of the three stories above.	5.4.2.2	A.2.2.3
C NC N/A U	VERTICAL IRREGULARITIES: All vertical elements in the seismic-force-resisting system are continuous to the foundation.	5.4.2.3	A.2.2.4
C NC N/A U	GEOMETRY: There are no changes in the net horizontal dimension of the seismic-force-resisting system of more than 30% in a story relative to adjacent stories, excluding one-story penthouses and mezzanines.	5.4.2.4	A.2.2.5
C NC N/A U	MASS: There is no change in effective mass of more than 50% from one story to the next. Light roofs, penthouses, and mezzanines need not be considered.	5.4.2.5	A.2.2.6
C NC N/A U	TORSION: The estimated distance between the story center of mass and the story center of rigidity is less than 20% of the building width in either plan dimension.	5.4.2.6	A.2.2.7

continues

Table 17-2 (Continued). Collapse Prevention Basic Configuration Checklist

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Moderate Seismicity (Complete the Following Items in Addition to the Items for Low Seismicity)			
Geologic Site Hazards			
C NC N/A U	LIQUEFACTION: Liquefaction-susceptible, saturated, loose granular soils that could jeopardize the building's seismic performance do not exist in the foundation soils at depths within 50 ft (15.2 m) under the building.	5.4.3.1	A.6.1.1
C NC N/A U	SLOPE FAILURE: The building site is located away from potential earthquake-induced slope failures or rockfalls so that it is unaffected by such failures or is capable of accommodating any predicted movements without failure.	5.4.3.1	A.6.1.2
C NC N/A U	SURFACE FAULT RUPTURE: Surface fault rupture and surface displacement at the building site are not anticipated.	5.4.3.1	A.6.1.3
High Seismicity (Complete the Following Items in Addition to the Items for Moderate Seismicity)			
Foundation Configuration			
C NC N/A U	OVERTURNING: The ratio of the least horizontal dimension of the seismic-force-resisting system at the foundation level to the building height (base/height) is greater than $0.6S_a$.	5.4.3.3	A.6.2.1
C NC N/A U	TIES BETWEEN FOUNDATION ELEMENTS: The foundation has ties adequate to resist seismic forces where footings, piles, and piers are not restrained by beams, slabs, or soils classified as Site Class A, B, or C.	5.4.3.4	A.6.2.2

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-3. Immediate Occupancy Basic Configuration Checklist

NOT APPLICABLE

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Very Low Seismicity			
Building System—General			
C NC N/A U	LOAD PATH: The structure contains a complete, well-defined load path, including structural elements and connections, that serves to transfer the inertial forces associated with the mass of all elements of the building to the foundation.	5.4.1.1	A.2.1.1
C NC N/A U	ADJACENT BUILDINGS: The clear distance between the building being evaluated and any adjacent building is greater than 0.5% of the height of the shorter building in low seismicity, 1.0% in moderate seismicity, and 3.0% in high seismicity.	5.4.1.2	A.2.1.2
C NC N/A U	MEZZANINES: Interior mezzanine levels are braced independently from the main structure or are anchored to the seismic-force-resisting elements of the main structure.	5.4.1.3	A.2.1.3
Building System—Building Configuration			
C NC N/A U	WEAK STORY: The sum of the shear strengths of the seismic-force-resisting system in any story in each direction is not less than 80% of the strength in the adjacent story above.	5.4.2.1	A.2.2.2
C NC N/A U	SOFT STORY: The stiffness of the seismic-force-resisting system in any story is not less than 70% of the seismic-force-resisting system stiffness in an adjacent story above or less than 80% of the average seismic-force-resisting system stiffness of the three stories above.	5.4.2.2	A.2.2.3
C NC N/A U	VERTICAL IRREGULARITIES: All vertical elements in the seismic-force-resisting system are continuous to the foundation.	5.4.2.3	A.2.2.4
C NC N/A U	GEOMETRY: There are no changes in the net horizontal dimension of the seismic-force-resisting system of more than 30% in a story relative to adjacent stories, excluding one-story penthouses and mezzanines.	5.4.2.4	A.2.2.5
C NC N/A U	MASS: There is no change in effective mass of more than 50% from one story to the next. Light roofs, penthouses, and mezzanines need not be considered.	5.4.2.5	A.2.2.6

continues

7.1 STRUCTURAL REPORT

Table 17-33 (Continued). Immediate Occupancy Structural Checklist for Building Type PC2a

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
C NC N/A U	CORBEL BEARING: If the frame girders are supported on corbels, the length of bearing is greater than 3 in.	5.7.4.3	A.5.4.3
C NC N/A U	CORBEL CONNECTIONS: The frame girders are not connected to corbels with welded elements.	5.7.4.3	A.5.4.4
C NC N/A U	TRANSFER TO FRAMES: Diaphragms are connected for transfer of loads to the frames.	5.7.2	A.5.2.1

NOT APPLICABLE

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-34. Collapse Prevention Structural Checklist for Building Types RM1 and RM2

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Low and Moderate Seismicity			
Seismic-Force-Resisting System			
C NC N/A U	REDUNDANCY: The number of lines of shear walls in each principal direction is greater than or equal to 2.	5.5.1.1	A.3.2.1.1
C NC N/A U	SHEAR STRESS CHECK: The shear stress in the reinforced masonry shear walls, calculated using the Quick Check procedure of Section 4.4.3.3, is less than 70 lb/in.^{2} (0.48 MPa).	5.5.3.1.1	A.3.2.4.1
C NC N/A U	REINFORCING STEEL: The total vertical and horizontal reinforcing steel ratio in reinforced masonry walls is greater than 0.002 of the wall with the minimum of 0.0007 in either of the two directions; the spacing of reinforcing steel is less than 48 in. (1220 mm), and all vertical bars extend to the top of the walls.	5.5.3.1.3	A.3.2.4.2
Stiff Diaphragms			
C NC N/A U	TOPPING SLAB: Precast concrete diaphragm elements are interconnected by a continuous reinforced concrete topping slab.	5.6.4	A.4.5.1
Connections			
C NC N/A U	WALL ANCHORAGE: Exterior concrete or masonry walls that are dependent on the diaphragm for lateral support are anchored for out-of-plane forces at each diaphragm level with steel anchors, reinforcing dowels, or straps that are developed into the diaphragm. Connections have strength to resist the connection force calculated in the Quick Check procedure of Section 4.4.3.7.	5.7.1.1	A.5.1.1
C NC N/A U	WOOD LEDGERS: The connection between the wall panels and the diaphragm does not induce cross-grain bending or tension in the wood ledgers.	5.7.1.3	A.5.1.2
C NC N/A U	TRANSFER TO SHEAR WALLS: Diaphragms are connected for transfer of seismic forces to the shear walls.	5.7.2	A.5.2.1
C NC N/A U	TOPPING SLAB TO WALLS OR FRAMES: Reinforced concrete topping slabs that interconnect the precast concrete diaphragm elements are doweled for transfer of forces into the shear wall or frame elements.	5.7.2	A.5.2.3
C NC N/A U	FOUNDATION DOWELS: Wall reinforcement is doweled into the foundation.	5.7.3.4	A.5.3.5
C NC N/A U	GIRDER–COLUMN CONNECTION: There is a positive connection using plates, connection hardware, or straps between the girder and the column support.	5.7.4.1	A.5.4.1
High Seismicity (Complete the Following Items in Addition to the Items for Low and Moderate Seismicity)			
Stiff Diaphragms			
C NC N/A U	OPENINGS AT SHEAR WALLS: Diaphragm openings immediately adjacent to the shear walls are less than 25% of the wall length.	5.6.1.3	A.4.1.4
C NC N/A U	OPENINGS AT EXTERIOR MASONRY SHEAR WALLS: Diaphragm openings immediately adjacent to exterior masonry shear walls are not greater than 8 ft (2.4 m) long.	5.6.1.3	A.4.1.6

continues

Table 17-34 (Continued). Collapse Prevention Structural Checklist for Building Types RM1 and RM2

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Flexible Diaphragms			
C NC N/A U	CROSS TIES: There are continuous cross ties between diaphragm chords.	5.6.1.2	A.4.1.2
C NC N/A U	OPENINGS AT SHEAR WALLS: Diaphragm openings immediately adjacent to the shear walls are less than 25% of the wall length.	5.6.1.3	A.4.1.4
C NC N/A U	OPENINGS AT EXTERIOR MASONRY SHEAR WALLS: Diaphragm openings immediately adjacent to exterior masonry shear walls are not greater than 8 ft (2.4 m) long.	5.6.1.3	A.4.1.6
C NC N/A U	STRAIGHT SHEATHING: All straight-sheathed diaphragms have aspect ratios less than 2-to-1 in the direction being considered.	5.6.2	A.4.2.1
C NC N/A U	SPANS: All wood diaphragms with spans greater than 24 ft (7.3 m) consist of wood structural panels or diagonal sheathing.	5.6.2	A.4.2.2
C NC N/A U	DIAGONALLY SHEATHED AND UNBLOCKED DIAPHRAGMS: All diagonally sheathed or unblocked wood structural panel diaphragms have horizontal spans less than 40 ft (12.2 m) and aspect ratios less than or equal to 4-to-1.	5.6.2	A.4.2.3
C NC N/A U	OTHER DIAPHRAGMS: Diaphragms do not consist of a system other than wood, metal deck, concrete, or horizontal bracing.	5.6.5	A.4.7.1
Connections			
C NC N/A U	STIFFNESS OF WALL ANCHORS: Anchors of concrete or masonry walls to wood structural elements are installed taut and are stiff enough to limit the relative movement between the wall and the diaphragm to no greater than 1/8 in. (3 mm) before engagement of the anchors.	5.7.1.2	A.5.1.4

Note: C = Compliant, NC = Noncompliant, N/A = Not Applicable, and U = Unknown.

Table 17-35. Immediate Occupancy Structural Checklist for Building Types RM1 and RM2

Status	Evaluation Statement	Tier 2 Reference	Commentary Reference
Very Low Seismicity			
Seismic-Force-Resisting System			
C NC N/A U	REDUNDANCY: The number of lines of shear walls in each principal direction is greater than or equal to 2.	5.5.1.1	A.3.2.1.1
C NC N/A U	SHEAR STRESS CHECK: The shear stress in the reinforced masonry shear walls, calculated using the Quick Check procedure of Section 4.4.3.3, is less than 70 lb/in.^{2} (4.83 MPa).	5.5.3.1.1	A.3.2.4.1
C NC N/A U	REINFORCING STEEL: The total vertical and horizontal reinforcing steel ratio in reinforced masonry walls is greater than 0.002 of the wall with the minimum of 0.0007 in either of the two directions; the spacing of reinforcing steel is less than 48 in., and all vertical bars extend to the top of the walls.	5.5.3.1.3	A.3.2.4.2
Connections			
C NC N/A U	WALL ANCHORAGE: Exterior concrete or masonry walls that are dependent on the diaphragm for lateral support are anchored for out-of-plane forces at each diaphragm level with steel anchors, reinforcing dowels, or straps that are developed into the diaphragm. Connections have strength to resist the connection force calculated in the Quick Check procedure of Section 4.4.3.7.	5.7.1.1	A.5.1.1
C NC N/A U	WOOD LEDGERS: The connection between the wall panels and the diaphragm does not induce cross-grain bending or tension in the wood ledgers.	5.7.1.3	A.5.1.2
C NC N/A U	TRANSFER TO SHEAR WALLS: Diaphragms are connected for transfer of seismic forces to the shear walls, and the connections are able to develop the lesser of the shear strength of the walls or diaphragms.	5.7.2	A.5.2.1

NOT APPLICABLE

continues

7.2 MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE REPORT

MECHANICAL

APPLICABLE CODES, STANDARDS, AND GUIDELINES

The following applicable codes, Guidelines andStandards will be followed for the design of thebuilding systems.

Applicable Codes:
1. 2022 California Building Code (CBC), California Code of Regulation, Title 24, Part 2- Volumes 1 &2 as amended therein.
2. 2022 California Mechanical Code (CMC), California Code of Regulation, Title 24, Part 4 as amended therein.
3. 2022 California Plumbing Code (CPC), California Code of Regulation, Title 24, Part 5 as amended therein.
4. 2022 California Fire Code (CFC), California Code of Regulation, Title 24, Part 9 as amended therein.
5. 2022 California Green Building Standards Code (CalGreen), California Code of Regulation, Title 24, Part 11 as amended therein.
6. 2022 California Energy Code, California Code of Regulation, Title 24, Part 6 as amended therein.
7. BSCC requirements including California Building Code part 1231, California Code of Regulations, Title 15 Subchapter 4; Title 19; and Title 24, Part 2, Section 2-1013

Applicable Guidelines and Standards, LatestEditions:
1. ASHRAE Standards 90.1, 62.1, 55, 34, 15
2. ASHRAE Handbooks
3. National Fire Protection Association (NFPA)
4. SMACNA Standards
5. NEBB Standards
6. UL – Underwriters Laboratories, Inc.

Local Standards and Requirements
1. OUSD Educational Specifications
2. OUSD District Standards
3. Division of State Architect (DSA)
4. Oakland Health Services

EXISTING MECHANICAL SYSTEM

Building A – Mechanical Room, Basement Level:
Location of the existing steam boilers heating system, domestic hot water system, custom-built air handling unit, and electrical system.

1. The three steam boilers were replaced in 2018 and seem to be in good working condition. The steam boilers supply low pressure steam to classrooms wall radiators, steam vertical unit heaters, steam ducted horizontal unit heaters, heating and ventilating ducted units, and custom-built air handling unit heating coil that served the Auditorium.
2. The network of steam piping is from the original installation and will need re-piping due to probable corrosion on the interior wall of the piping. With limited flow of steam supply to heating equipment results to less heating capacity and longer time to heat the area served.
3. The custom-built air handling unit which served the Auditorium through network of ductwork in the basement is old and the filters are very dirty. The outside air intake is from the riser shaft up through roof beside the elevator. No record drawings of the supply and return fans/motors was already replaced since 1951.
4. The return air from the auditorium is through the basement mechanical plenum per record drawing but it's not sure how the return air from auditorium goes down to the basement. Basement is considered non-occupied space. If it were occupied space, it would not be code compliant as no outside air ventilation is provided.

Auditorium:
1. The Auditorium is served by a 1951 custom-built air handling unit (heating and ventilation only) which is located at the basement through network of ductwork riser up to above ceiling of Auditorium. There is no mechanical comfort cooling in the Auditorium.
2. Steam radiators served the platform stage for comfort heating. Cannot confirm if the steam radiators are still working.

Typical Hallways:
1. The school hallway is generally cold, but it's inconsistent from place to place.
2. Radiant heating throughout the typical hallways, without outside air ventilation.

Typical Classrooms & Labs:
1. Classrooms on the Myrtle-side of the building gets really hot. (e.g. rooms 206 and 303). Some of these rooms have multiple ceiling fans installed.
2. Steam radiant heat throughout, without mechanical outside air ventilation or mechanical cooling. Typical classrooms rely on natural ventilation from operable windows.
3. Steam piping that serves the steam wall radiators maybe original and therefore it is beyond its useful life and need replacement.
4. Several classrooms had portable air filters to help mitigate COVID exposure.

Library / Lit Center (Rm 223):
1. Noticed some ceiling air diffusers on the ceiling but no Air Conditioning unit on the roof. There appears to only be two vents in the whole space for heat.

Makerspace (Rm 224):
1. Space do not have code compliant ventilation/exhaust for laser cutters and dust removal.

Engineering Academy (Rm 226):
1. The separate rooms off the main space are utilized for makerbots and similar equipment, which have exhaust requirements. Exhaust air ventilation is not enough to purge out heat and smell from laser cutters and computers.
2. The engineering space also had ceiling fans installed for occupant comfort. Mechanical air conditioning for cooling will be required in this room to pick up the heat dissipations from all the computers.

Computer Lab (Rm 200):
1. This room is served by a ducted vertical heat pump air conditioning unit to provide cooling, heating and ventilation.

Building "C":
1. Woodshop and Tech Center are heated by vertical steam unit heaters.
2. The exhaust fans were abandoned and located in the other room. The woodshop does not have fixed general exhaust and outside air mechanical ventilation system per California Mechanical Code.
3. Ventilation may or may not be provided through clerestory windows. It was unclear if windows are easily operable.
4. The woodshop is using movable mechanical dust collector.

BASIS OF DESIGN

1. Provide design, engineering, installation, start-up, testing, adjusting, balancing and commissioning of complete and operational mechanical systems.
2. Provide cooling and heating load engineering calculations in compliance with Title 24 and submit to the State and OUSD for information and approval.
3. Provide detailed engineering calculations for all systems prior to construction to confirm final sizes and equipment configurations and to the State for approval. Performance Criteria shall identify minimum levels of quality, materials and workmanship.
4. The entire mechanical system design must be based on an overall level of quality and maintainability commensurate with a District owned, long term investment. The design shall incorporate proven technology and equipment.
5. The mechanical system shall be designed using the most stringent and latest adopted editions of the codes, standards and guidelines published.
6. All mechanical equipment and materials shall be installed to not be damaged or cause damage to other systems during a seismic event.
7. Remove and replace the existing steam boilers heating and network of steam piping system with new hydronic type heating hot water boilers (duty and standby).
8. A mechanical direct digital control (DDC) system shall be provided for the HVAC system and networked to OUSD's central server District Wide Control System. Alerton Controls, a native BACnet control system, the facility standard control system will be used with no substitutes to provide energy management, schedule maintenance and provide monitoring of all HVAC and plumbing systems. A common data highway shall link the mechanical controllers. All control components shall be electronic.

DESIGN CRITERIA SUMMARY

Outside Design Criteria
1. Location: Oakland, CA
2. Elevation: 52 feet
3. Latitude: 37.72N
4. Longitude: 122.22W
5. ASHRAE Station: Oakland International Airport

Outside Design Conditions for Load Calculations and Equipment Sizing:

1. Winter: ASHRAE 99% - Annual Heating Data
2. Summer: ASHRAE 1% - Annual Cooling Data

Inside Design Criteria:
1. Outside Air Ventilation Rate: Based on number of occupants or floor area and associated code minimum ventilation rate, whichever is greater.
2. Space Temperature: See EducationalSpecifications
3. Noise Criteria: See District Standards
4. Occupant Count: See architectural section.
5. Exhaust Airflow: 10% above code minimum.
6. Occupant Gains: Expected activity within space and ASHRAE Fundamentals Handbook
7. Lighting Gains: Cut sheet rated performance orvalues listed in ASHRAE Fundamentals Handbook.
8. Equipment Gains: Cut sheet rated performance or values listed in ASHRAE

7.2 MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE REPORT

MECHANICAL (CONT.)

Fundamentals Handbook.
9. Operating Schedule: Develop with the District Representative

MECHANICAL SYSTEM GENERAL

Zoning:
1. Each classroom shall be an individual zone.
2. Zoning shall be established to eliminate shared supply of common areas that might result in simultaneous heating and cooling through conflicting zone controls.
3. All conference rooms shall be treated as aseparate zone.
4. Rooms with minimal equipment loads but continuous shall have separate zones.
5. Offices may share a zone if all share the sameoccupancy load and exposure. Limit to 3 private offices to one zone.
6. Exterior zones shall be considered to extend nofurther than 15 feet in from an exterior wall.
7. Corner offices with two or more exteriorexposures shall be separately zoned.
8. Maximum open area zone size to 2000 square feet.
9. Equipment rooms with high and continuous (24/7) cooling loads require an independent cooling system. Rooms requiring constant cooling shall be provided independent cooling units.

Equipment Sizing:
1. Calculate HVAC cooling and heating loads using ASHRAE based load calculation methodology or modeling software to avoid over sizing equipment.

Approved load calculation methods include:
1. ASHRAE Fundamentals – Energy and LoadCalculations
2. ACCA Manual N – Commercial Load Calculations
3. Industry Standard Third Party Software (e.g.Carrier HAP, Trane Trace)

Capacity and Performance:
1. Select units to meet both the sensible and totalloads.
2. Select airside systems with 100% OA economizercapability.
3. Evaporator face velocities shall not exceed moisture carryover limits with a maximum of 485FPM.
4. Size air-cooled condensing equipment at a temperature 10F higher than the outdoor design temperature.

Unit Construction and location:
1. HVAC equipment shall be commercial grade orhigher. Residential grade is not acceptable.
2. HVAC equipment exposed to the outdoor environment shall be protected from coastalsaltwater conditions.
3. Condenser coils shall be coated to protect against coastal saltwater conditions.
4. Condenser coils shall be protected from vandalism with an additional physical screens or hail guards.
5. When feasible without structural modifications, locate HVAC units on the roof and away from the roof line to prevent sight from any accessible location on site.
6. HVAC units shall be down discharge configuration.Horizontal discharge configuration shall be avoided to prevent having rooftop ductwork.
7. Rooftop HVAC units shall sit on a minimum 14” tall manufacturer curb. Confirm actual requiredheight with roofing designer.
8. Exhaust fans shall sit on a minimum 8” tall manufacturer curb. Confirm actual required heightwith roofing designer.

Indoor Air Quality
1. Provide MERV 8 prefilters and MERV 13 final filters for HVAC units.
2. Locate outside air intakes a minimum of 15 feet from contaminant sources (vehicle exhaust, flues, kitchen exhausts, trash storage, loading docks, etc.)

System Selection:
1. Equipment should be selected based on the ability to meet the project requirements, which include performance, integration to EMS controls, energy efficiency, space, weight, maintainability and market availability.

Rooftop Package Units:
1. See District Standards
2. Maximum face velocity = 400 fpm
3. Full Economizer capability
4. Relief air through unit or separate penthouse, sized for 100% outside air relief.

Central Hydronic Systems:
1. Hydronic heating hot water system shall serve the campus heating system.
2. Hydronic heating hot water boiler system shall comprise of multiple boilers with duty and standby operations.
3. Hydronic heating hot water system shall be primary-only-variable speed system with duty and standby variable speed pumping system.
4. Hydronic heating hot water supply and return piping system shall be insulated and provided with manual valves, automatic pressure independent two-way modulating control valves, gauges, and electronic sensors.

Variable Refrigerant Flow Systems (VRF):
1. VRF system to be used for the administrationoffice spaces.
2. Verify piping runs and relative elevations betweenoutdoor unit and indoor units to comply with manufacturers requirements.
3. Deign piping length no longer than 90% of themanufacturer’s maximum piping run.
4. Refrigerant piping shall be sized by the manufacturer or approved by the manufacturer ifsized by EOR with the use of manufacturer approved sizing program.
5. Equipment to be able to operate in all outdoor temperature conditions. Review cooling mode operation during heating season and if it complies. If not, ensure spaces are condition by aunit with 100% OA capability.
6. If applied to spaces with varying internal andexternal loads, ensure system has heat recovery to ensure simultaneous heating and coolingfunction.
7. Manufacturer shall allow for third party room temperature sensors (Alerton Controls) to be usedin the occupied space to control space conditioning.
8. Perform refrigerant concentration calculations toprove compliance with local codes and ASHRAE Standard 15 and 34.
9. Equipment shall be able to be serviced by authorized technicians independent of manufacturer.
10. Manufacturers:
11. Daikin, Carrier, Trane or approved equal

Exhaust Fans:
1. See District Standards for Make/Model.
2. Select fan construction based on space being served, such as restroom, showers, kitchen hood,etc.
3. Make-up air for interior entering restrooms shall be provided as undercut to the door for exhaust air upto 100 CFM.
4. Make-up air for interior entering restroomswith exhaust CFM greater than 100 CFM, provide transfer air ducts.
5. For exterior entering restrooms, provide walllouvers for make-up air.

Split Systems:
1. Provide with ECM motors when available.
2. Standalone thermostat shall control unit operation. EMS to monitor space temperature.

Refrigeration Piping:
1. Exterior insulated refrigeration piping shall be covered with an aluminum jacket.

Duct Construction:
1. SMACNA 2” Construction Class
2. Supply Air/Outside Air Ducts sized at 0.08”/100 ft
3. Return Air/Relief Air Ducts sized at 0.08”/100 ft.

Sized for 100% Return/Relief Air
1. Exhaust Air Ducts sized at 0.10” / 100 ft
2. For high humidity spaces like kitchens, provide stainless steel ductwork.
3. Flexible ductwork shall be limited to 3 feet to diffusers and grilles. They shall not be used for elbows or other change in direction fittings. Use of rigid fittings for elbows and change in direction directly to diffusers and grilles shall be used.

HVAC Controls:
1. Install an Energy Management System (EMS) tocontrol and monitor HVAC equipment and the spaces they serve.
2. Manufacturers: Alerton Controls per DistrictStandards.
3. The new EMS for the school shall connect to theDistrict Wide Control System.
4. All points, devices and equipment shall be hard-wired.
5. Provide with a site outside air temperaturesenor and CO2 sensor.
6. School wide HVAC systems to be shutdown due to a “Shelter in Place” event by clicking on a single software button in the control program. Install a physical button on the main control panel so someone on site can also activate the“Shelter in Place” locally.
7. Typical HVAC unit Control Points:
    - Fan Start/Stop and Status
    - Supply, Return and Mixed AirTemperature
    - Room Temperature
    - Unit override
    - Cooling stages
    - Heating stages
    - Economizer Damper
    - Room CO2 sensor for Demand Control Ventilation only.
1. Each conditioned zone shall be provided with a thermostat to read room temperature and adjustroom temperature setpoint.
2. Thermostats shall have the room temperature displayed, buttons for raising and lowering the temperature, and an override button to turn the HVAC unit on after occupancy for 2 hours (user adjustable). The temperature

7.2 MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE REPORT

MECHANICAL (CONT.)

adjustment shall bewithin a range determined by the District Representative.
3. Install Room CO2 sensor adjacent to room thermostat for spaces with demand controlventilation.
4. Units to be scheduled on/off. Coordinate schedule with District Representative.
5. Units serving spaces with operable windows required hard-wired window sensors back to the HVAC control system to initiate a control sequence that keeps the unit from going into heating or cooling until the door and/or window is closed. Seecodes for details.
6. Restroom exhaust fans to be controlled by a motion sensor and/or light switch, which ever one controls the operation of the lights. Exhaust fan to operate during the time the restroom is occupied.

Duct Insulation:
1. Install duct liner for the first 10 feet of the supplyand return HVAC unit duct connections for noise reduction and insulation purposes.
2. All exposed ductwork shall be internally lined

Air Duct Accessories:
1. Provide manual volume damper for each duct branch serving a supply, return, or exhaust grille.

Air Diffusers, Registers, and Grilles:
1. Ceiling supply and return air is the preferred method.For opening ceiling areas, use double deflection sidewall diffusers mounted on wall.
2. Occupied zones from the floor to 6 feet shall be void of drafts from air distribution system that may disturboccupants' comfort.
3. All connections to air diffusers and grilles shall berigid ductwork.
4. Ceiling mounted supply diffuser shall be modular corediffusers.
5. Ceiling mounted return and exhaust grilles shallbe perforated grilles.
6. Wall mounted diffusers shall be doubledeflection diffusers.
7. Wall mounted return or exhaust grilles shall be 45 degree angled blade grilles.
8. VAV diffusers to have internal temperature control/adjustment. VAV diffusers can be used on constant volume systems for smaller adjacent rooms with design airflows are 25% orless than main unit zone airflow.

Identification:
1. Each piece of HVAC equipment shall be identified as noted on the plans with a plastic nameplate with white letters.
2. Location of HVAC equipment, dampers, and vents located in the ceiling space shall be identified on the ceiling and/or ceiling tiles.
3. All ductwork, hydronic heating hot water piping, refrigerant piping, drain piping and condensate piping shall be identified.

Supports and Anchors:

1. Install, support, and seal ducts in accordancewith SMACNA Standards.

Vibration and Seismic Controls for HVAC:
1. Equipment with internally isolated fan sections shall be provided with standard roof curb or neoprene isolators. Those without, EOR to determine the additional vibration isolation to be added based on IEQ.

Testing, Adjusting and Balancing (TAB) forHVAC:
1. Perform TAB following SMACNA or NEBBstandards
2. Perform TAB on each of the HVAC systemsinstalled.
3. Submit preliminary and final reports for reviewand approval.

7.2 MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE REPORT

ELECTRICAL

APPLICABLE CODES, STANDARDS, AND GUIDELINES

The following applicable codes, Guidelines andStandards will be followed for the design of thebuilding systems.

Applicable Codes:

2019 California Building Code Volumes 1& 2
2019 California Energy Code
2019 California Fire Code

2019 California Green Building StandardsCode

2019 California Building Energy EfficiencyStandards (Title 24, Parts 6).

LIGHTING SYSTEM

Existing Lighting System

Lighting fixtures in a majority of the spaces were either replaced with LED fixtures or retrofitted with LED lamps. The majority of spaces do not have automatic shut-off or daylighting controls. Areas may lack adequate illumination levels. There was insufficient amount of emergency egress lighting.

Basis of Design

1. Provide design, engineering, installation, start-up, testing, adjusting, and commissioning of a complete and operational lighting system and related components for the project.
2. Provide detailed engineering calculations for all lighting systems prior to construction to confirm final illumination values and equipment configurations and submit to the State for approval. Performance Criteria identify minimum levels of quality, materials and workmanship. This project shall be required to conform to and to provide documented proof of compliance with California Title 24 requirements.
3. Provide the design, layout, furnishing, installation and commissioning of interior lighting equipment and controls for all interior spaces. Lighting power densities shall adhere to State of California Title 24 while providing the appropriate illumination levels in accordance with IES recommended standards for each area and task.
4. Interior lighting fixtures shall bvvvve energy-efficient utilizing the most current proven lamp and driver technologies. Incandescent lamps shall not be used. Lamp sources shall be LED for long life and energy efficiency.
5. Interior lighting controls shall comply with the latest enacted edition of the California Energy Code, Title 24
6. Fixtures must meet LM79/80 and TM21.
7. Provide the design, layout, furnishing, installation, and commissioning of all required emergency, egress, and exit lighting systems and equipment. Emergency, egress, and exit lighting shall comply with the California Building Code requirements and provide for no less than 1 foot-candle of Illumination at the floor level for all emergency egress paths.

Interior Lighting System

1. Carefully define the required lighting to maximize visibility and visual comfort
2. The minimum maintained lighting level measured at finished floor shall be:

Area	Average (FC)
Auditorium	10
Breakrooms	20
Cafeteria	20-30
Classrooms & Multipurpose Rooms	30-50
Conference Room	30
Corridor	25
Exam Room	10-30
Gymnasium	50-75
General Exercise & Recreation	30
Kitchen	50-100
Laboratory (classroom)	50-75
Lavatory & Toilet Rooms	15
Library	20-50
Lobby	10-30
Locker Room	10-30
Mechanical & Electrical Equipment Rooms	15
Offices	40
Reception	10-30
Server & Security Rooms	30
Stairway	15
Storage Rooms	10

3. Lighting levels in areas not covered above shall be in accordance with IES recommendations, but shall not exceed the requirements of Title 24, where it is applicable.
4. Lighting Correlated Color Temperature (CCT). Select light sources with consistent CCTs to maintainuniformity in the appearance of the lighting system. Standardize on a specific color temperature, recommended to be at 3500K, or cooler.
5. Color Rendering Index (CRI). Select luminaires with similar CRI properties to ensure consistentappearance. Recommended CRI: 80 or greater.
6. Provide emergency lighting with 90-minute battery back-up. Battery back-up shall be utilized to provide emergency, egress, and exit lighting in the event of utility power failure.
7. Provide electrical powered, illuminated exit signs.
8. Provide readily accessible manual on and off lighting controls in all spaces. Restrooms with two or more stalls, corridors, stairwells, and auditoriums may use manual control not accessible to unauthorized personnel.
9. Provide dimming controls
10. Provide automatic shut-off controls capable of automatically reducing lighting power when the space is unoccupied for all indoor lighting except for Health Clinic and Auditorium. Shut-off controls may be occupancy sensing control or automatic-time switch control.
11. Provide daylight sensors to automatically reducing lighting power for all areas containing skylights, clerestories, or exterior windows where the day lighting contributions contribute to interior space illumination

Outdoor Lighting System

1. All outdoor lighting must be controlled by a photocontrol, astronomical time-switch control, or other controls that automatically turns off the outdoor lighting when daylight is available.
2. Provide outdoor luminaires that are greater than 40 watts and installed 24 feet or less above the ground with motion sensing controls. Motion sensing controls shall be capable of dimming fixtures during unoccupied periods
3. Outdoor lighting that emit 6,200 lumens or greater shall comply with Backlight, Uplight, and Glare requirements of CalGreen Code (Title 24, Part 11)

POWER AND LOW VOLTAGE DISTRIBUTION SYSTEM

Electrical Power and Low Voltage Service

Existing Electrical Distribution Equipment

1. The service equipment consists of 208/120V, 4000A Columbia Switchgear manufactured in 1952 and an Eaton Switchgear lineup, installed in 2014, consisting of the service main breaker and solar power disconnect. The majority of panelboards and switchboards installed appear to be same age as main service equipment and past its useful life.

Basis of Design

1. Provide an Electrical System complete in place, tested and approved, as specified, and as needed for a complete, usable and proper installation. All equipment shall be installed per the criteria documents and manufacturer's recommendations.
2. Provide design, engineering, installation, start-up, testing, adjusting, load balancing and commissioning of complete and operational electrical systems and related distribution.
3. Provide detailed engineering calculations for all systems prior to construction to confirm final sizes and equipment configurations and submit for approval by the County. Performance Criteria shall identify minimum levels of quality, materials and workmanship.
4. Provide a minimum 25 percent spare circuit and load capacity at all levels of power distribution.
5. The entire electrical system design must be based on an overall level of quality and maintainability commensurate with a County owned, long term investment. The design shall incorporate proven technology and equipment.
6. The electrical system shall be designed using the most stringent and latest adopted editions of the codes, standards and guidelines published.
7. All electrical equipment and materials shall be installed to not be damaged or cause damage to other systems during a seismic event.

7.2 MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE REPORT

ELECTRICAL (CONT.)

Design Criteria

Switchgear, Switchboard and Panelboards
1. Replace all electrical distribution equipment that is past its useful life.
2. Provide switchgear and switchboards consisting of all required components, control power transformers, instrumentation and control wiring, accessories, and like items as necessary for a complete operating system.
3. Perform a short circuit, coordination, and arc flash study for the electrical distribution system.
4. Provide distribution equipment with listed short circuit current rating not less than the available fault current at the installed location.
5. Circuit breaker types and interrupting capacities shall be selected based on the results of a short circuit and coordination study. Current limiting and series rated devices shall be utilized where identified as appropriate by the short circuit study and must be UL approved as a series rated system. Identify equipment with arc-flash labels as identified by arc flash study.
6. Switchgear and switchboard shall have electrical grade copper bus, with fully rated neutral bus and solidly bonded equipment ground bus through full length of the equipment.
7. New service equipment shall be metered by PG&E. Amp meter and voltmeter readings shall be tied into existing building system. Metering equipment should provide at a minimum: volts, amps, KVA, KVAR, power factor, peak KW, and KWHR.
8. Service equipment shall have circuit breaker and connection to the solar system.
9. Interrupting capacity: Full rated system. Provide circuit breakers with interrupting capacity not lessthan the short circuit current rating of the panel.
10. Provide transient voltage surge protective devices for panelboards serving electronic equipment.
11. Panelboards shall be provided with full-sized neutrals and ground bars, copper bus, with thermal magnetic type molded case main and branch circuit breakers. Provide branch circuit panelboards with bolt-on type breakers only to serve loads as required. Main breakers shall be individually mounted.
12. Create a printed directory to indicate installed circuit loads and incorporating final room designations. Use a computer or typewriter to create directory; handwritten directories are not acceptable.

Branch Circuits, Outlets, and Equipment Connections
1. Provide the complete design and installation of all panelboards, feeders, and branch circuits to utilization equipment to include electrical outlets, devices, disconnects, direct electrical connections, conduit, wiring and overcurrent protection devices.
2. Provide dedicated 208/120V panelboard for IT and Computer rooms.
3. Provide sufficient outlets to support all workstations loads in Computer rooms.
4. Provide convenience outlets inside break rooms. Outlets intended for appliances shall be dedicated. GFCI protection shall be provided where required by NEC.
5. Provide controlled outlets per Title 24.
6. Provide convenience outlets along corridors and circulation paths every 50 feet or less. Provide additional outlets for equipment such as cameras.
7. Provide a minimum of two duplex outlets in offices.
8. Provide at a minimum one floor outlet located at least 6 feet from any fixed wall for each 215 square feet of floor space in conference rooms
9. Provide power to mechanical and plumbing systems.
10. Provide disconnects, starters, and variable frequency drives as required by mechanical equipment.
11. Provide a dedicated circuit to serve building automation control panels.
12. Provide dedicated control voltage circuits to serve temperature control zone air terminal units.
13. Provide branch circuiting to all power supplies for all low voltage systems. Provide duplex outlets as required for all equipment.

Branch Circuit Wiring and Raceway
1. Replace feeder wiring to electrical distribution equipment.
2. All branch wiring shall be insulated conductors in conduit. All branch circuit wiring shall carry an insulated ground conductor along with the phase conductors and required neutrals. Minimum size of conductors for branch circuits shall be #12 AWG and all conduits shall be a minimum of 3/4”.
3. All circuits shall be enclosed in raceways. The raceway system shall be conduit or tubing of the appropriate material except in special applications.
4. Install no more than the equivalent of three 90-degree bends in any conduit run except for communications conduits, for which a maximum of two 90-degree bends are allowed.
5. Conceal conduit within finished walls, ceilings, and floors, unless otherwise indicated.
6. Apply fire-stopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly.
7. Provide rigid steel conduit outdoors or areas subject to physical damage.

FIRE ALARM SYSTEM

Existing Fire Alarm System
1. The existing fire alarm system appears to be installed in 2012. Smoke detectors are past useful life. There are insufficient amount of pull stations at egress doors.

Basis of Design
1. The fire alarm system will provide smoke functions as required by the Code in the new building. The fire alarm system will monitor fire sprinkler system flow and tamper switches. Fire alarm zones will match sprinkler zones and be further subdivided into smoke zones for interfacing the HVAC control system.
2. The fire alarm system shall be UUKL listed and the design will meet applicable codes and be approved by the California

Design Criteria
The following devices comprise the fire alarm system:
1. Fire alarm smoke detectors provided in health, administration, storage rooms, mechanical rooms, electrical rooms, & security electronics rooms at a minimum and ultimately where required by the AHJ.
2. Fire sprinkler system flow and tamper switches as furnished and installed by mechanical/sprinkler systems installer.
3. Manual pull stations provided at each means of egress.
4. Audio visual devices arranged as a private evacuation system to notify staff in I-3 areas as allowed by Code. Occupancies other than I-3 will be provided with a public evacuation system.
5. Duct smoke detectors installed in air handling units – one if the unit is 2,000 to 15,000 cfm and two if over 15,000 cfm.
6. Annunciator panels located in readily accessible locations approved by the AHJ.

Configure and program the Fire Alarm system to provide the following functions:
1. Connect fire alarm addressable initiating devices to Signaling Line Circuits (SLC) as recommend by the manufacturer.
2. Provide all fire alarm control equipment with protected emergency circuits as required by the California Electric Code (CEC).
3. Install batteries in fire alarm control panel to power the fire alarm system for a minimum of four hours of standby operation and five minutes of alarm.

Provide wiring from each fire annunciator to the nearest fire alarm control panel.

7.2 MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE REPORT

PLUMBING

APPLICABLE CODES, STANDARDS, AND GUIDELINES

The following applicable codes, Guidelines and Standards will be followed for the design of the building systems.

Applicable Codes:
1. 2022 California Building Code (CBC), California Code of Regulation, Title 24, Part 2- Volumes 1 &2 as amended therein.
2. 2022 California Mechanical Code (CMC), California Code of Regulation, Title 24, Part 4 as amended therein.
3. 2022 California Plumbing Code (CPC), California Code of Regulation, Title 24, Part 5 as amended therein.
4. 2022 California Fire Code (CFC), California Code of Regulation, Title 24, Part 9 as amended therein.
5. 2022 California Green Building Standards Code (CalGreen), California Code of Regulation, Title 24, Part 11 as amended therein.
6. 2022 California Energy Code, California Code of Regulation, Title 24, Part 6 as amended therein.
7. BSCC requirements including California Building Code part 1231, California Code of Regulations, Title 15 Subchapter 4; Title 19; and Title 24, Part 2, Section 2-1013

Applicable Guidelines and Standards, Latest Editions:
1. ASHRAE Standards 90.1, 62.1, 55, 34, 15
2. ASHRAE Handbooks
3. National Fire Protection Association (NFPA)
4. SMACNA Standards
5. NEBB Standards
6. UL – Underwriters Laboratories, Inc.

Local Standards and Requirements:
1. OUSD Educational Specifications
2. OUSD District Standards
3. Division of State Architect (DSA)
4. City of Oakland Health Services

EXISTING PLUMBING SYSTEM

Building A:
1. Domestic cold and hot water piping, valves and fittings are very old and the possibility of faucets, valves, and fittings are with lead content.

Gym & Locker Rooms:
1. The Women's Locker Rooms are not used. All showers are out of commission with "Do not Use" signs, due to the presence of lead in the plumbing piping. Most likely the plumbing piping are corroded due to stagnant water in the piping.
2. The sanitary sewer piping may also be corroded as well due to non-use.
3. Women's shower room has been discussed as being changed to an emergency shelter, with a few private showers for some of the homeless students.
4. All drinking fountains have been fitted with water filters as part of the lead mitigation.
5. Some faucets have been replaced with metering type faucets in compliance with OUSD standard.

Cafeteria & Kitchen:
1. All domestic cold and hot water piping have been replaced in the kitchen area and installed exposed on the face of walls.
2. There are no isolation valves on the domestic cold and hot water piping serving plumbing fixtures or branch serving a group of fixtures.

Typical Hallways:
1. All drinking fountains have been fitted with Brita water filters as part of the lead mitigation.
2. Plumbing fixture distribution was odd, particularly in restrooms between Cafeteria and Auditorium.
3. Boy's restroom drain on the first floor was clogged.
4. Some plumbing fixtures are newer than the others. And some lavatory faucets are missing with the push handle.

Building "A" Roof:
1. Pooled of rainwater around roof drains. Several portions of the roof are sitting at a lower elevation than the roof drains or adjacent gutters.

BASIS OF DESIGN

1. Remove and replace the entire domestic cold water and domestic hot water systems.
2. Provide a Plumbing System complete in place, tested and approved, as specified, and as needed for a complete, usable and proper installation. All equipment shall be installed per the criteria documents and manufacturer's recommendations.
3. Provide domestic hot water load baseline engineering calculations.
4. Provide design, engineering, installation, start-up, testing, adjusting, balancing and commissioning of complete and operational plumbing systems.
5. Provide detailed engineering calculations for all systems prior to construction to confirm final sizes and equipment configurations and to the State for approval. Performance Criteria shall identify minimum levels of quality, materials and workmanship.
6. The entire plumbing system design must be based on an overall level of quality and maintainability commensurate with a District owned, long term investment. The design shall incorporate proven technology and equipment.
7. The plumbing system shall be designed using the most stringent and latest adopted editions of the codes, standards and guidelines published.
8. All plumbing equipment and materials shall be installed to not be damaged or cause damage to other systems during a seismic event.

BUILDING PLUMBING SYSTEMS DESCRIPTIONS

Storm Water Drainage System (SD)

1. Storm water from the roof areas will be drained by gravity through inside rainwater leaders. The storm drain laterals will discharge out of downspout nozzle (Cow's Tongue) and into a catch basin with a metal grate. The underground storm drain pipe shall connect to the site storm drainage system.
2. A secondary roof drainage system (Overflow Storm Drain) will be provided for all roof overflow drains. The overflow drain system will be drained by gravity through inside overflow drain leaders and terminate at exterior wall with overflow drain outlet at 16" above finished grade. Overflow outlets shall not be placed near doors or walkways.

Sanitary Waste and Vent System (SS)
1. Plumbing fixtures on all levels will be drained by gravity through inside sanitary waste and vent stacks. The sanitary waste system shall extend outside of the building and connect to the site sanitary sewer system. Sanitary vent stacks shall route vertically and terminate 12" above roof level with vandal proof vent hoods.

Grease Waste System (GW)

1. Equipment and floor drains and floor sinks located in the kitchen that require grease waste retention will be collected by a 4" grease waste pipe and gravity drained into an in-ground grease interceptor.
2. A grease interceptor will be sized for the load.

Domestic Cold Water System (CW)
1. Install a single domestic water supply pipe to each building. Meet metering requirements of the local water district, codes and standards. Building metering shall be located above grade in an accessible location.
2. Each building shall have a building shutoff valve that is accessible.
3. Domestic water piping shall be installed to each plumbing fixture.
4. Include domestic water shut-off valves to each restroom in an accessible location outside of restroom. Include domestic water shutoff valves in the walls behind a lockable door to isolate the lavatories, toilets, urinals, and drinking fountains. Supply piping shall be sized to not exceed 5 feet per second under full flow conditions.

Domestic Hot Water Systems (DHW/DHWR)

1. Provide domestic hot water to all fixtures and accessories as indicated in the OUSD District Standards and Educational Specifications.
2. Each water heating system serving more than one fixture and the time it takes for hot water to travel from the water heater to the fixture exceeds 10 seconds, include a hot water recirculating system.
3. Supply piping shall be sized to not exceed 3 feet per second under full flow conditions.
4. See Educational Specifications for additional locations.

Natural Gas System:

1. Each building natural gas system shall be supplied by the site natural gas system.
2. Each building natural gas supply pipe shall have a building shutoff valve, seismic valve, gas regulator, and a building shutoff valve that is located on the exterior of the building above grade and is accessible.
3. Connection to each piece of equipment shall have a ball valve, drip leg, and flexible pipe connection to the equipment connection.

7.2 MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE REPORT

PLUMBING (CONT.)

Condensate Drainage System:
1. Cooling coil condensate drain system will drain allclean water drainage from the mechanical cooling equipment by gravity.
2. All condensate drain piping shall terminate overservice sink, floor sink, or hub drain.

Domestic Hot Water Equipment:
1. Electric Instantaneous Heaters – Exposed single and double sink/fixture use.
2. Electric Tank Type – Small under cabinet locations
3. Natural Gas Tank Type – Serving multiple sinks and lavatories.

Plumbing Fixtures and Accessories:
1. Plumbing fixture location are shown on thearchitectural documents.
2. See OUSD District Standards for plumbingfixture requirements.
3. See OUSD Educational Specifications for plumbing fixture requirements and proposed floorplans.

Plumbing Specialties
1. Provide the following specialties as required for a complete and operable plumbing systems and thatmeets all code requirements:
   - Backflow preventors
   - Shutoff valves
   - Balancing valves
   - Pressure reducing valves
1. Hose bibbs (Cold Water) – Locate in each ganged restroom behind a lockable recessed stainless steel box adjacent to the lavatories.
2. Hose Bibbs (Hot and Cold Water) – Locate within the trash dumpster and recycling canister enclosures.
3. Trap primers – One trap primer can serveup to four floor drains.

Sleeve penetration systems:
1. Cleanouts
2. Drains – Provide minimum of one floor drain with trap primer in each restroom. Provide drain for the trash dumpster and recycling canister enclosure area.
3. Floor sinks
4. Air vents
5. Vacuum breakers
6. Roof and Overflow Drains

Plumbing Insulation:
1. Provide plumbing piping insulation to meet code requirements. Insulation to be glass fiberwith vapor barrier.
2. Exterior piping insulation shall be covered by an aluminum pipe jacket.

Plumbing Pipe Materials:

All plumbing piping shall be as scheduled below:
1. Domestic Water Below Grade: Type L CopperPipe with sweat fittings
2. Domestic Water Above Grade: Type L CopperPipe with sweat fittings
3. Sanitary Sewer Below Grade: Service weight,Cast Iron with no-hub bands
4. Sanitary Sewer Above Grade: Service weight,Cast Iron with no-hub bands
5. Roof and Overflow Drain, Below Grade: Serviceweight, Cast Iron with no-hub bands
6. Roof and Overflow Drain, Above Grade: Serviceweight, Cast Iron with no-hub bands
7. Grease Waste and Vent Below Grade: Serviceweight, Cast Iron with no-hub bands
8. Grease Waste and Vent Above Grade: Serviceweight, Cast Iron with no-hub bands
9. Condensate Drain Above Grade: Type L CopperPipe with soldered fittings
10. Natural Gas Interior: Black Steel Schedule 40with malleable fittings
11. Natural Gas Exterior: Galvanized Schedule 40 withmalleable fittings
12. Natural Gas Exterior Below Grade: Polyethylene PipeASTM D2513 with trace wire.

Plumbing Identification:
1. Each type of plumbing system pipes and equipmentshall be Identified, and direction of flow indicated by arrows.
2. Identify piping at a maximum of every 25 feet. For piping above a concealed ceiling, identify within 5 feet of wall penetrations, on both sides.

Plumbing Acoustics:
1. Plumbing systems shall comply with 2019 ASHRAE Handbook – HVAC Application Chapter 49. “Noise and Vibration Control” to meet District Standards and Educational Specifications.

7.2 MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE REPORT

FIRE PROTECTION

APPLICABLE CODES, STANDARDS, AND GUIDELINES

The following applicable codes, Guidelines andStandards will be followed for the design of thebuilding systems.

Applicable Codes:
1. 2022 California Building Code (CBC), California Code of Regulation, Title 24, Part 2- Volumes 1 &2 as amended therein.
2. 2022 California Mechanical Code (CMC), California Code of Regulation, Title 24, Part 4 as amended therein.
3. 2022 California Plumbing Code (CPC), California Code of Regulation, Title 24, Part 5 as amended therein.
4. 2022 California Fire Code (CFC), California Code of Regulation, Title 24, Part 9 as amended therein.
5. 2022 California Green Building Standards Code (CalGreen), California Code of Regulation, Title 24, Part 11 as amended therein.
6. 2022 California Energy Code, California Code of Regulation, Title 24, Part 6 as amended therein.
7. BSCC requirements including California Building Code part 1231, California Code of Regulations, Title 15 Subchapter 4; Title 19; and Title 24, Part 2, Section 2-1013
8. National Fire Protection Association Standards (latest edition).
9. National Fire Protection Association, NFPA 13 (latest edition).
10. National Fire Protection Association, NFPA 14 (latest edition).

Applicable Guidelines and Standards, LatestEditions:
1. ASHRAE Handbooks
2. SMACNA Standards
3. UL – Underwriters Laboratories, Inc.

Local Standards and Requirements:
1. OUSD Educational Specifications
2. OUSD District Standards
3. Division of State Architect (DSA)
4. State Fire Marshall (SFM)

EXISTING FIRE PROTECTION SYSTEM

1. The Main Fire Sprinkler Riser is located at the basement underneath the Auditorium with pressure gage reading of 90 PSI static pressure.
2. The entire automatic fire sprinkler piping system does not have seismic bracing which is non-compliant with the California Fire Code and NFPA 13. Current piping installation are a mixture of galvanized and black steel piping. Some minor leaks were noted in the basement level branch automatic fire sprinkler piping.

BASIS OF DESIGN

1. Provide design, engineering, installation, start-up, testing, adjusting, balancing and commissioning of complete and operational fire protection systems.
2. All school buildings shall be provided with a wet pipe automatic sprinkler system designed to meet the local codes and NFPA standards.
3. Detailed design and construction of all improvements shall complies with all laws, codes, and regulations applicable to local authorities and that all systems are complete, integrated, cohesive and functional for their intended purposes.
4. Provide detailed calculations and design documentation for all systems prior to construction and submit for review by the applicable Authority Having Jurisdiction (AHJ), State Fire Marshall, and Division of State Architect (DSA).
5. The wet-pipe sprinkler system shall be designed with 10% margin of safety for available water flow and pressure including losses through water-service piping, valves, and backflow preventers.
6. Prior to submittal to Authority Having Jurisdiction (AHJ), State Fire Marshall, and Division of State Architect (DSA), the fire flow test must be performed for system sizing. The test must be current within 6 months of permit submittal.
7. Prior to submittal to Authority Having Jurisdiction (AHJ), State Fire Marshall, and Division of State Architect (DSA), obtain approval for site fire access and other components from local fire authority. Approval shall be noted on SFM approval block and placed on the drawings.

7.3 CIVIC REPORT

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June 27, 2022

Kathryn Wagner
Senior Associate
Perkins Eastman
1212 Broadway, 10th Floor
Oakland, CA 94612(510) 496-8443

This design narrative describes the existing civil site features of the specified location.

Site Overview:

- McClymonds High School is part of Oakland Unified School District within the city limits of Oakland, CA. There are two assessor parcel numbers (APN's) associated with the property and both are owned by the School District. The east side of the property with APN 5-450-1-1 includes all school buildings and the west side of the property with APN 5-448-33-1 includes primarily the track and field. The site is on 10.68 acres and is bound by 28th Street to the north, Myrtle Street to the east, 26th St to the south, and Chestnut Street to the west. The property currently has a 30' public right-of-way easement on all sides in relation to public road centerlines.
- There are 2 vehicular access points to this site; north side of the property off of 26th Street near the intersection with Filbert St, and off of 28th near the intersection with Filbert. The off-site property has sidewalks on all sides along public roads, while the on-site property includes sidewalks and paved areas for pedestrian access between buildings.
- No portion of the site is within a 100-year or 500-year flood zone as mapped by FEMA on map panels 06001C0058H and 06001C0059G.

Grading, Drainage, and Stormwater Treatment:

- Grading:
  - The site is relatively flat and generally slopes from northeast to southwest with an average slope of less than 1%. The main building is split into different sections, with the main entrance area set on a finish floor elevation of 20.34', cafeteria set on a finish floor of 15.35', and shop building finish floor of 18.83'. The separate gym building has a finish floor elevation of 15.50'. Since the existing site is relatively flat, ADA accessibility should be easily achievable for any proposed improvements. The existing site is approximately 90% impervious area consisting of buildings, asphalt parking, concrete walkways, tennis courts, synthetic turf, and track surfacing; and 10% is pervious areas consisting of landscaping.
- Storm Drain:
  - There are on-site drain inlets and catch basins within the parking area and amphitheater that outfall to a 15" section of storm drain along 26th St. near Filbert St. The west side of the property has more drainage infrastructure relating to the track and field area. There is a trench drain along the interior of the track along with catch basins within the field.

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  - There are currently five curbside storm drain inlets around the property, including two on the north side of the property that outfall into a 42" storm drain that runs from east to west along 28th St., two on the south side of the property west of Linden St. that outfall into a 21" storm drain that runs east to west along 26th St., and one on the east side of the property near the corner of Myrtle and 26th St. that outfalls into a 12" storm drain that runs north to south along Myrtle St. The storm drain along 26th St. begins as a 12" at the intersection of Myrtle and 26th Streets, becoming a 15" drain through Filbert St., then an 18" drain through Linden St., and then a 21" drain to Chestnut St.
- Site Access:
  - Vehicular access to the site occurs off 26th and 28th Streets near the intersection with Filbert St. on the north and south sides of the property. Pedestrian access to the site primarily occurs on the east side of the property from the Myrtle St. sidewalk, where there is an entrance near both the south and north end of the block. The site currently has fences and gates around the perimeter of the property.

Site Utilities: The evaluation of site wet utilities is based on existing utility maps provided by EBMUD and the City of Oakland, as well as, historical civil documents from prior site projects.

Domestic Water Service:

- The school site is located within the service area of East Bay Municipal Utility District (EBMUD). The site's water is currently fed from six existing meters near the west end of 28th St. (unknown sizes), two existing meters near the middle of Chestnut St. (1.5" and 4" services line respectively from north to south), three meters near the east end of 26th St. (unknown size, 4", and 6" respectively west to east), and one meter near the south end of Myrtle St. (4"). The 4" curb water meter in the sidewalk on Myrtle St. near the main entrance serves the main school building with a 4" service line. The gymnasium is likely served by the 4" water meter shown on 26th St. near Filbert. However, the as-builts show a connection to the main under 28th, so this should be verified during design.

Fire Water Service:

- A 6" fire water service line and meter exists on the east end of 26th St. for the sprinkler service of the main building. There is a fire sprinkler service pit exterior to the south side of the main building near Filbert St. with an FDC located on the wall directly above the service pit.
- Fire Hydrants: There are eight existing fire hydrants near the property: on the corner/intersection of Myrtle St. & 28th St., Filbert St. & 28th St., Linden St. & 28th St., Chestnut St. & 28th St., Chestnut St. & 26th St., Filbert St. & 26th St., Linden St. & 26th St., and Myrtle St. & 26th St.

Sanitary Sewer:

- The main building's south side has two sanitary service laterals (4" and 6") that tie into the 8" sanitary sewer that runs along 26th St. There are two vacated sanitary sewer lines running laterally NE to SW on the property where Linden St. and Filbert St. used to exist. The vacated line towards the west where Linden St. used to exist is 10". A section of the 8" vitrified clay line where Filbert St. was partially vacated remains in use from the tie-in along 26th St. to a

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7.3 CIVIC REPORT

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manhole near the NW corner of the cafeteria. A 6" vitrified clay pipe serving the gymnasium runs the length of the gym starting at a cleanout at the NE corner of the gymnasium and tying into the manhole at the NW corner of the cafeteria.

Gas and Electric:

- The school site is located within the service area of PG&E for gas and electric. PG&E does not provide depth information about existing gas and electric facilities, however, claims that underground facilities are generally 24" to 36" deep.
- The site gas is currently fed from the south end of Myrtle St. near the intersection with 26th St. where a gas valve is located under the sidewalk. This 3" steel service line (low pressure at 1psi) connects a 3" gas meter on the southeast corner of the main building with a 16" semi-high pressure gas main that runs along Myrtle St. This meter provides the main building with gas and also connects another 3" gas line that runs along the sidewalk on 26th St., then turning north along the main building leading to the gymnasium building and pool where it connects to a shut-off and pressure relief valves in a concrete box. There is a transmission pipeline of an unknown size that runs through the property where Linden St. used to exist and also branches to the northwest along 28th St. in the public right-of-way until it nearly reaches Chestnut St. There are two abandoned pipelines buried on the property that run where Linden St. and Filbert St. used to exist.
- There is a 4" conduit containing a 12 kV primary voltage underground conductor that enters the property near the south end of Myrtle St. This line stems from the primary overhead line running along Myrtle St. and returns above ground near the main building by the parking area. There is a pad-mounted enclosure with a primary box and transformer that provides secondary electrical service to the campus. Additionally, PG&E's existing electric infrastructure map shows two more underground conductors of an unknown size entering near the northwest corner of the property near the track and field. The line coming from the north end of Chestnut St. ends abruptly shortly after entering the property from the overhead primary line in the public right-of-way. The line from the west end of 28th St. terminates at an unknown underground symbol shortly after entering the property from the overhead primary line. The gymnasium and pool area receive power from a breaker in the MSB located in the PG&E room located in the main building.

If you have questions or comments, please do not hesitate to contact me directly.

Thank you,

CaliChi Design Group

BY: Reco V. Prianto, P.E., LEED AP
TITLE: Principal
DATE: June 27, 2022

7.4 ENERGY STORAGE

ENERGY STORAGE

Provide a minimum of 24ft (W) x 5.25ft (D) x 8.25ft (H) for the battery enclosure which does not include the battery pad, battery switchgear, fencing or any bollards if required. The battery pad should be in the high school's electrical enclosure or directly adjacent (no more than 80 LF) to save cost.

Refer to MegaPack 2 Datasheet for additional specifications. Design Build team to coordinate with SunPower.

MEGAPACK 2 DATASHEET

Specifications are preliminary and subject to change.

Flexible offering designed for utility-scale projects
- Modularity allows greater configuration flexibility
- Supports Capacity Maintenance Agreements (CMA)

Proven inverter and battery technology drives design efficiency
- One Megapack includes up to 19 independent battery modules
- Configurable for 2 to 6+ hour continuous charge/discharge
- Best-in-class round-trip efficiency and thermal system performance

Turnkey solution enables rapid and cost-effective deployment
- Pre-assembled and pre-tested at Tesla's Gigafactory
- No DC connections required on site

STANDARD SYSTEM SPECIFICATIONS

Megapack is available in 2-hour and 4-hour configurations. Minimum battery AC power and energy specifications are listed below.

AC Power / Energy per Megapack[1]	2-Hour	1297.6 kW / 2595.2 kWh
	2-Hour CMA Only	1459.8 kW / 2919.6 kWh
	4-Hour	771.4 kW / 3085.6 kWh

Inverter capacity maximum values and standard configurations are listed below. Factory configuration of the Megapack to a custom capacity not addressed by the standard values can be requested up to the maximum values indicated. Round-trip efficiency is specified for a full-depth cycle and includes all power conversion and thermal system losses during the cycle.

	Inverter Power per Megapack (at 480 V AC)	Round-Trip System Efficiency[1]
2-Hour Maximum	1680 kVA	92%
2-Hour Standard	1600 | 1500 | 1400 kVA	
4-Hour Maximum	997.5 kVA	94%
4-Hour Standard	900 | 800 kVA	

[1] Nominal energy and RTE at 25°C (77°F) including thermal management loads, Day 1

ELECTRICAL INTERFACE

Nominal AC Voltage	480 V AC 3-phase
Nominal Frequency	50 or 60 Hz

MECHANICAL AND MOUNTING

Ingress Ratings	IP66/NEMA 3R (Main Enclosure) IP20 (Thermal System)
Enclosure Dimensions	W: 7250 mm (285 ⅛ in) D: 1600 mm (63 in) H: 2507 mm (98 ¾ in)
Maximum Weight (Mass)	30,500 kg (67,250 lb)
Operating Ambient Temperature	-30°C to 50°C (-22°F to 122°F)

REGULATORY (EXPECTED LISTINGS)

Lithium-Ion Cells	NRTL listed to UL 1642
System	NRTL listed to UL 1973, UL 9540, UL 9540A, UL 1741 SA, IEC 62619, IEEE 1547 Compliant to grid codes and safety standards of all major markets

COMMUNICATIONS

Protocol	Modbus TCP / DNP3 / Rest API

PART NUMBER

Megapack 2 (All Variants)	1748844-XX-Y (Where X is a number between 0-9, and Y is a letter.)

TESLA

MEGAPACK 2 DATASHEET - REV. 1.0 - August 6, 2021

7.5 PLUMBING FIXTURE COUNT

Building	Occupancy Type		Area or Fixed Number of Seats	Total Person Count*	People Per Gender	Male Toilets	Female Toilets	Urinals	Male Lavatories	Female Lavatories	Bathtubs or Showers	Drinking Fountains
A	A-1 (Fixed Seating)	Seats			0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A	A-2	Area		0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A	E	Area	22,693	454	227	4.54	7.57	2.27	5.68	5.68	0.11	0.19
B	E	Area	29,684	594	297	5.94	9.90	2.97	7.43	7.43	0.15	0.25
C	E	Area	29,684	594	297	5.94	9.90	2.97	7.43	7.43	0.15	0.25
Gym	A-4	Seats		0	0	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Gym	E (Lockers)	Area	22,693	454	227	4.54	7.57	2.27	5.68	5.68	0.11	0.19
H	E	Area	29,684	594	297	5.94	9.90	2.97	7.43	7.43	0.15	0.25
	Total		134,438	2,689	1,345	27	45	13	34	34	1	1

*This is derived from the CBC Table 1004.5 - Apply Occupant Load Factor to Overall Area to get the Total Person Count (calculation built into spreadsheet

7.6 DSA AND PAST PROJECTS

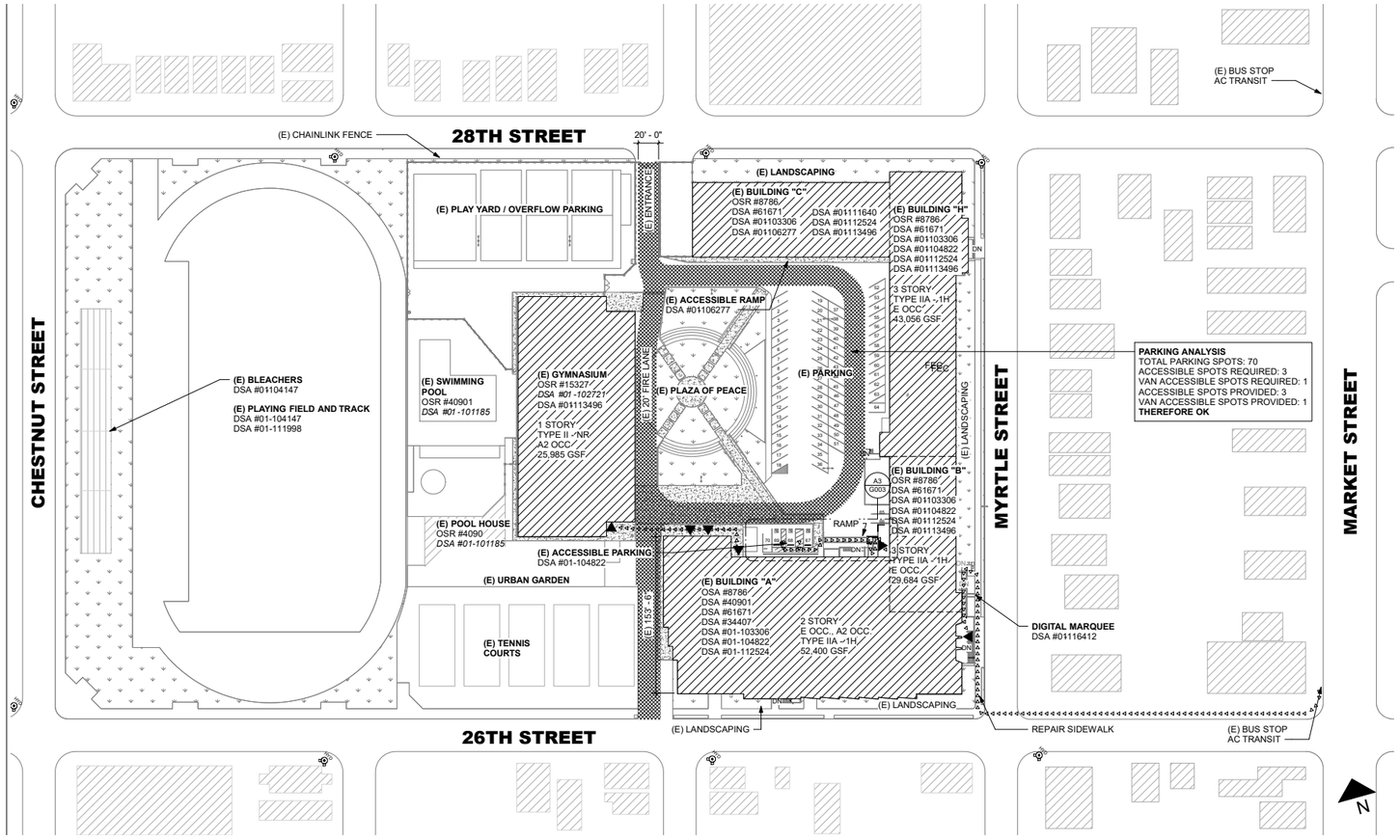
DSA REVIEW

The Division of the State Architect of California (DSA) requires existing buildings to match the structural performance of a new building is one of several events trigger a mandatory review. The Design-Build Entity should endeavor to avoid these triggers as the cost estimates for such an rehabilitation are prohibitive. The key triggers to avoid for the McClymonds Measure Y project are:

- Modifications to structural and load bearing elements
- Significant changes to structural loads, such as roof gardens, or the installation of heavy equipment on upper levels of a building.
- Modifications to a building that costs more than 50% of the building's replacement value, excluding certain types of investments such as voluntary seismic upgrades and HVAC systems.

It should be noted that the trigger based on modifications greater than 50% of the building's value are cumulative, and thus investments that predate this Measure Y project must be counted against the total.

Based on OUSD records, approximately $3,556,000 of relevant modifications have been made to McClymonds Main Classroom Building. The Design-Build Entity should confirm these figures with the DSA and scale the scope of work accordingly.

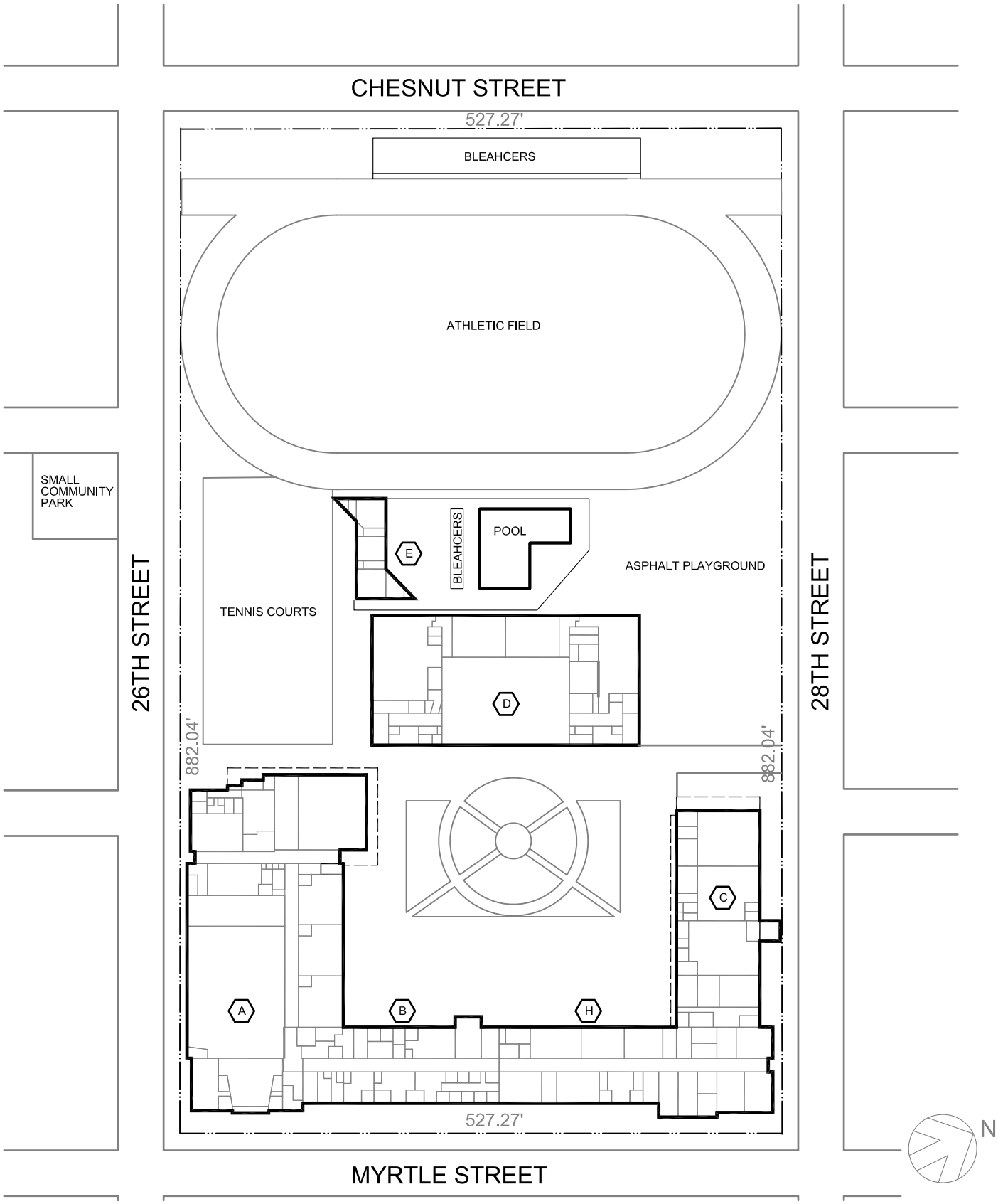


7.6 DSA AND PAST PROJECTS

MCCLYMONDS PAST CONSTRUCTION PROJECT COSTS

	Description of Work	Building	DSA Approved	DSA File No.	DSA App No.	$	Notes
05-0157	Professional Services Agreement Digital Design Communications McClymonds HS Health Clinic	Health Clinic	N				
05-0243	Amendment No 1 Digital Design Communications McClymonds HS Health Clinic	Health Clinic	N				
05-0244	Small Construction Contract Lon's Glass & Mirrors McClymonds HS Health Clinic	Health Clinic	N				
05-0277	Small Construction Contract All Guard Alarm Systems McClymonds HS Health	Health Clinic	N				
05-0798	Change Order No 4 Bay Construction Company McClymonds HS	Ampitheater	Y	1-H8	01-106277	$ 739,666.25	This CO was an amendment of $87,941.04 increase to previous contract. New total listed in Column G.
07-0402	Professional Services Digital Design McClymonds Small Schools Project	Classroom	N				
08-3197	Amendment 1 Safir Rosetti McClymonds Intercom PA Clock Telephone	Classroom	N				
08-3230	Change Order 1 Comtel Systems Technology Inc. McClymonds Intercom PA Clock Telephone	Classroom Building	N				
11-1058	Award of Bid Riverview Construction McClymonds HS Youth & Family Center	Building C	None listed	-	-	$ 519,000.00	Scope of work sounds like it would require DSA approval but no DSA mention in contract doc until CO No. 1 (See 12-2547).
11-1992	Purchase Order East Bay Glass Company McClymonds HS Shop Bldg Roof Replacement	Building C	N				
11- 1995	Purchase Order General Roofing Co. McClymonds HS Shop Bldg Roof	Building C	N				
11-2594	Purchase Order Siemens McClymonds Youth & Family Center	Building C	N				
12-2164	Purchase Order - Signawest Systems Inc	Building C	N				
13-2547	Change Order No. 1 - River View Construction Inc	Building C	Y	1-29	01-111640	$ 502,322.42	Supersedes 11-1058. Contract reduced from $519,000.00 by $16,677.58
15-0242	Contract for Repairs Maintenance or Small Construction Projects - Janakes Electric - McClymondsLafayette IT Move Project	Classroom Building	N				
15-0431	Contract for Repairs Maintenance or Construction Services - AAA Fire Protection Services - McClymonds High School Fire & Intrusion Alarm Replacement Project	Classroom Building	N				
16-1522	Small Construction Contract for Construction Services Under $45000 Awarded Pursuant to CUPCCAA - Dimension Data North America, Inc. - McClymonds High School Intensive Support Site Project	Site Security	N				
16-1663	Small Construction Contract for Construction Services Under $45000 Awarded Pursuant to CUPCCAA - Diversified Flooring Services, Inc. - McClymonds Adult Education Move Project	Classroom Building	N				
16-1664	Small Construction Contract for Construction Services Under $45000 Awarded Pursuant to CUPCCAA - Restoration Management Company - McClymonds Adult Education Move	Classroom Building	N				
16-1912	Small Construction Contract for Construction Services Under $45000 Awarded Pursuant to CUPCCAA, Contract No. 15106 - McClymonds Intensive Support Site Project - Exterior electronic signage	Classroom Building	N				
16-1926	Small Construction Contract for Construction Services Under $45000 Awarded Pursuant to CUPCCAA, Contract No. 15106 - McClymonds Intensive Support Site Project - Equipment will provide additional surveillance and security of the campus at all times	Site Security	N				
17-0104	Construction Work - CUPCCAA Less Than $45000 - Diversified Flooring Services	Classroom	N				
17-0300	Construction Work - CUPCCAA Less Than $45000 Contract Number 15106 - Laboratory By Design Inc	Classroom Building	N				
17-2431	Award of Bid and Agreement - Thompson Builders Corporation - McClymonds High School Mod ISS Phase II Project	Classroom Building	Y	-	-	$ 2,816,000.00	DSA # not mentioned in this document but this is the LIT/Mack Café scope
19-0324	Independent Consultant Agreement for Professional Services Less Than $92600 - Star Elevator - McClymonds Intensive Support Site Project	Classroom Building	N				
19-1665	Amendment No. 1, Contract for Services - Star Elevator - McClymonds High	Classroom	N				
19-2371	Agreement Between Owner and Contractor - Deco Tech Systems - McClymonds Intensive Support Site Project - Division of Facilities Planning and Management - Scope of work includes Construction and Installation services for Low Voltage Systems	Classroom Building	N				
20-2223	Auditorium - Resolution for Declaration and Continuation of Emergency and Award of Emergency Contract for Construction Services for the McClymonds High School Sewer Replacement Project to ER Plumbing & Construction	Auditorium	N				
21-2993	Gymnasium - Agreement Between Owner and Contractor - Competitively Bid - Bay City Boiler Engineering Company Inc - McClymonds High School Gym Boiler Installation Project - Buildings and Grounds Department	Gymnasium	N				
21-2995	Change Order No 1 Rook Electric	Site Security	N				
					Total	$ 4,057,988.67	

PERKINS —
EASTMAN



SITE PLAN

303 - MCCLYMONDS SENIOR HIGH SCHOOL

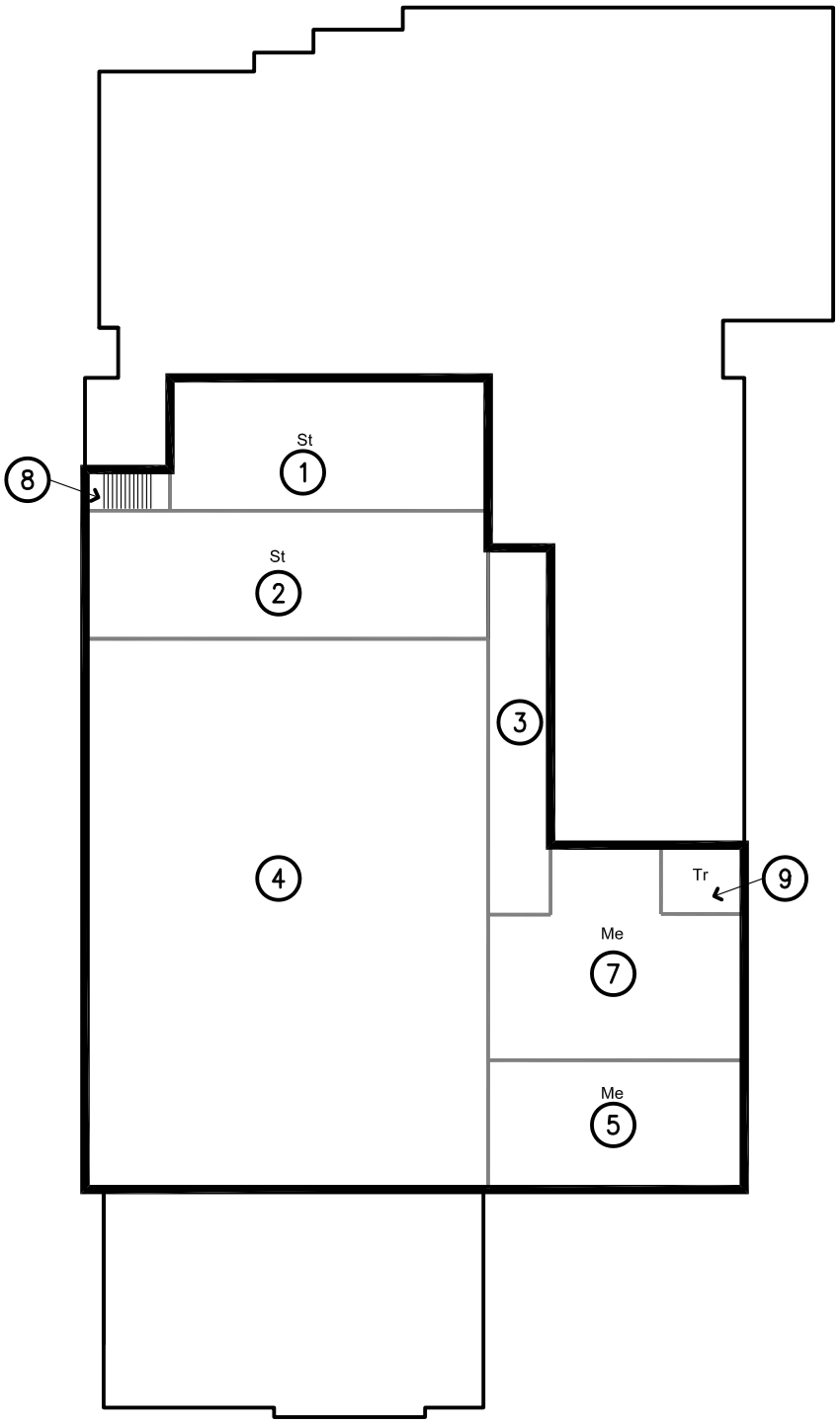
2607 MYRTLE STREET, OAKLAND, CA 94607-3415

BYRENS KIM DESIGN WORKS
361 17TH STREET OAKLAND CA 94612 510-452-3224

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Date: 1/18/2013

Scale: 1"=120'-0"



BLDG A - BASEMENT FLOOR PLAN

N

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361 17TH STREET OAKLAND CA 94612 510-452-3224

BLDG A - BASEMENT FLOOR PLAN

303 - MCCLYMONDS SENIOR HIGH SCHOOL

2607 MYRTLE STREET, OAKLAND, CA 94607-3415

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Date: 1/18/2013

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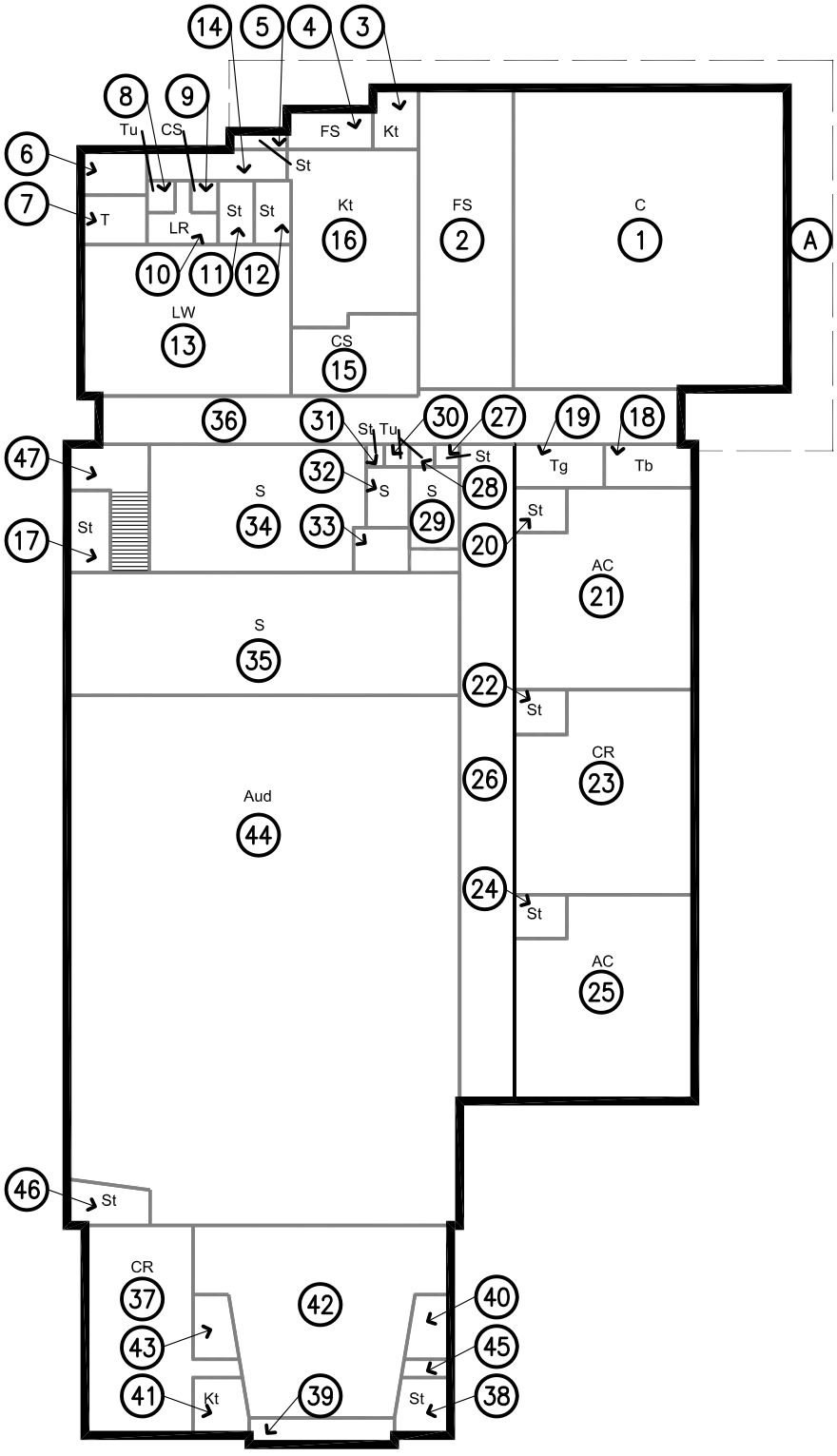

BLDG A - 1ST FLOOR PLAN

N

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361 17TH STREET OAKLAND CA 94612 510-452-3224

BLDG A - 1ST FLOOR PLAN

303 - MCCLYMONDS SENIOR HIGH SCHOOL

2607 MYRTLE STREET, OAKLAND, CA 94607-3415

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Community Schools, Thriving Students

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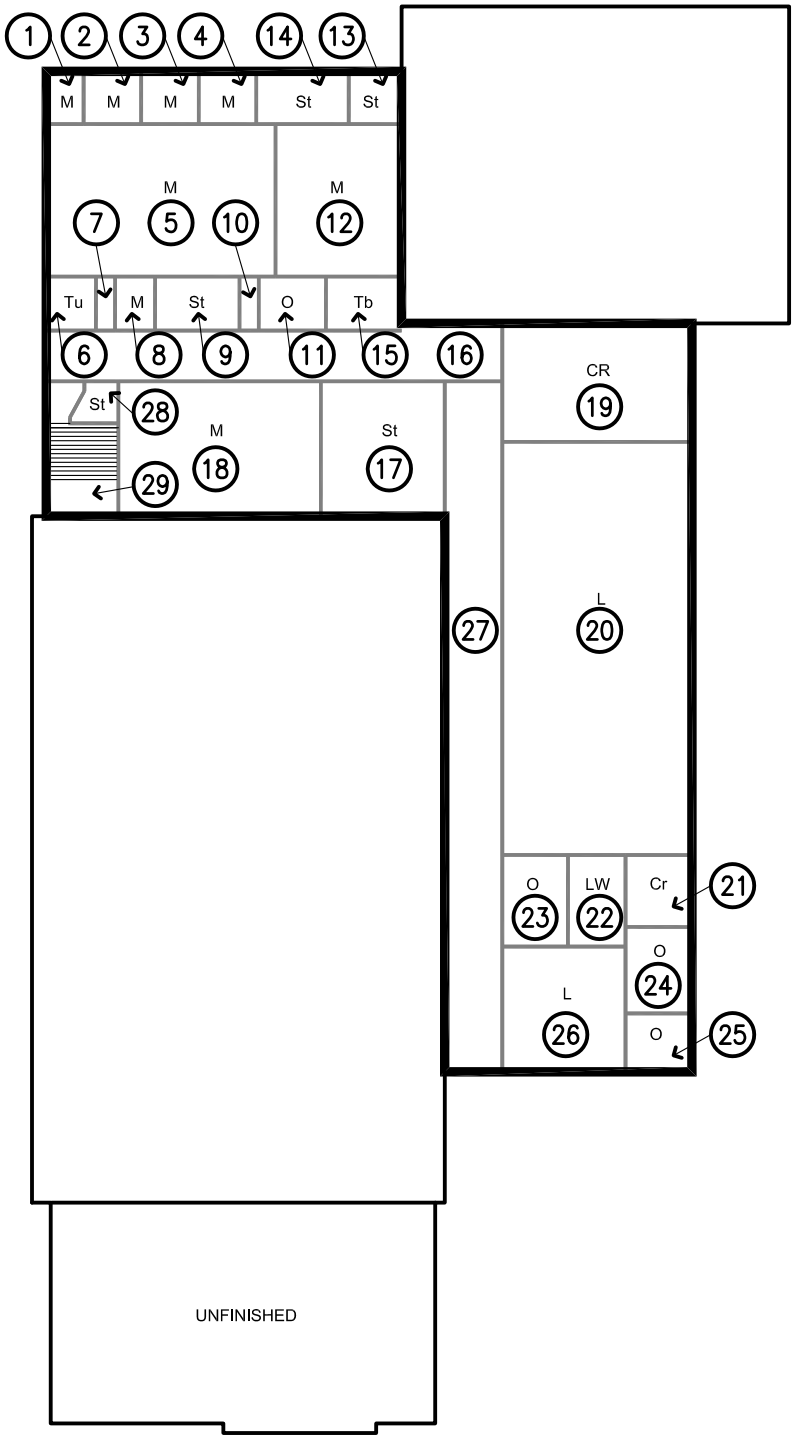

BLDG A - 2ND FLOOR PLAN

N

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361 17TH STREET OAKLAND CA 94612 510-452-3224

BLDG A - 2ND FLOOR PLAN

303 - MCCLYMONDS SENIOR HIGH SCHOOL

2607 MYRTLE STREET, OAKLAND, CA 94607-3415

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Date: 1/18/2013

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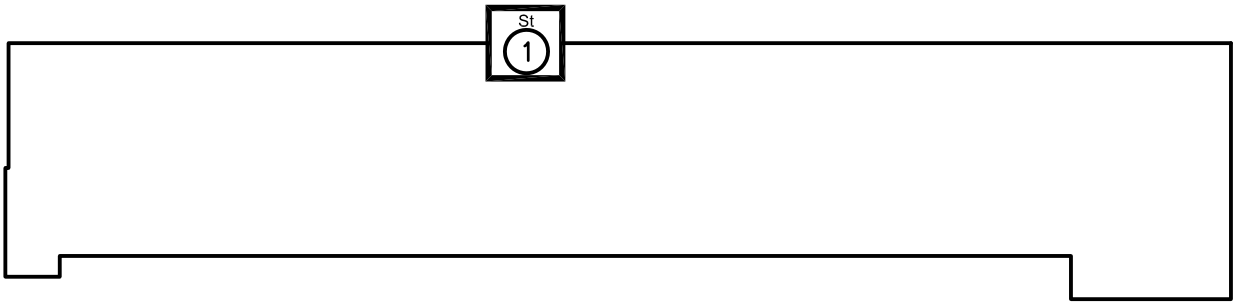

BUILDING B - BASEMENT FLOOR PLAN

N

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361 17TH STREET OAKLAND CA 94612 510-452-3224

BUILDING B - BASEMENT FLOOR PLAN

303 - MCCLYMONDS SENIOR HIGH SCHOOL

2607 MYRTLE STREET, OAKLAND, CA 94607-3415

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Community Schools, Thriving Students

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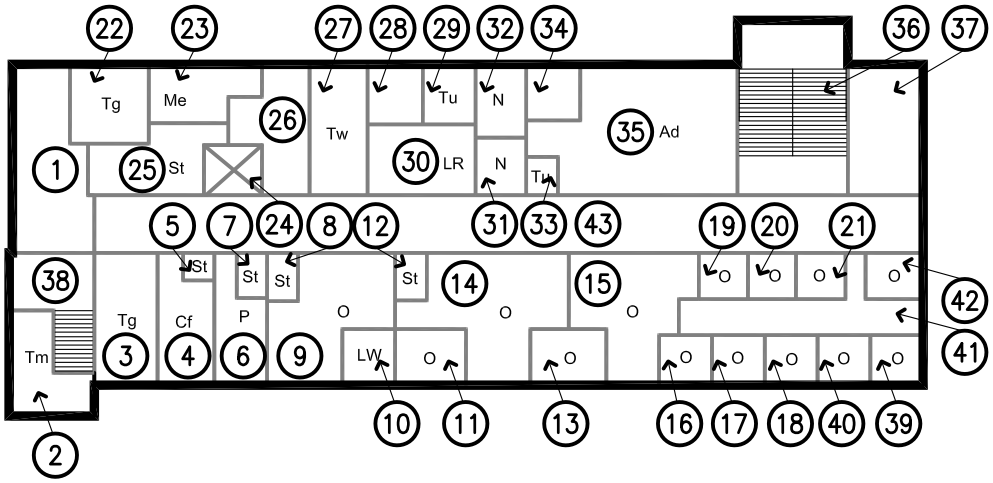

BLDG B - 1ST FLOOR PLAN

N

BYRENS KIM DESIGN WORKS
361 17TH STREET OAKLAND CA 94612 510-452-3224

BLDG B - 1ST FLOOR PLAN

303 - MCCLYMONDS SENIOR HIGH SCHOOL

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OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

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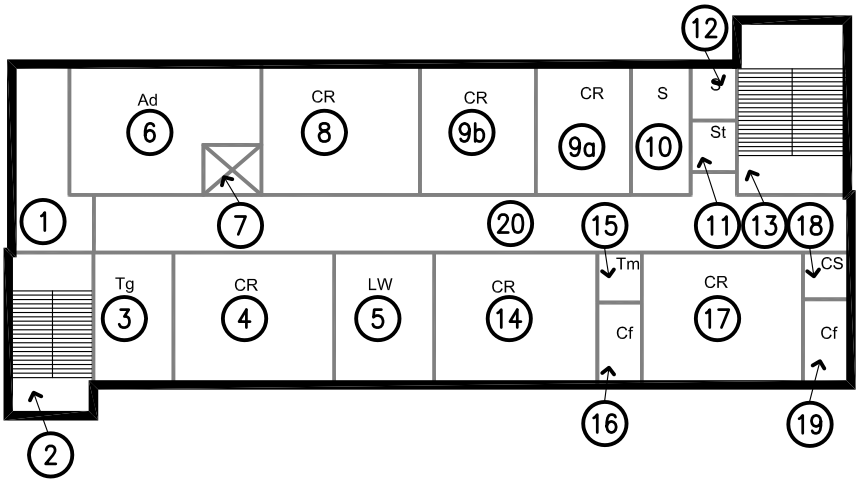

BLDG B - 2ND FLOOR PLAN

N

BYRENS KIM DESIGN WORKS
361 17TH STREET OAKLAND CA 94612 510-452-3224

BLDG B - 2ND FLOOR PLAN

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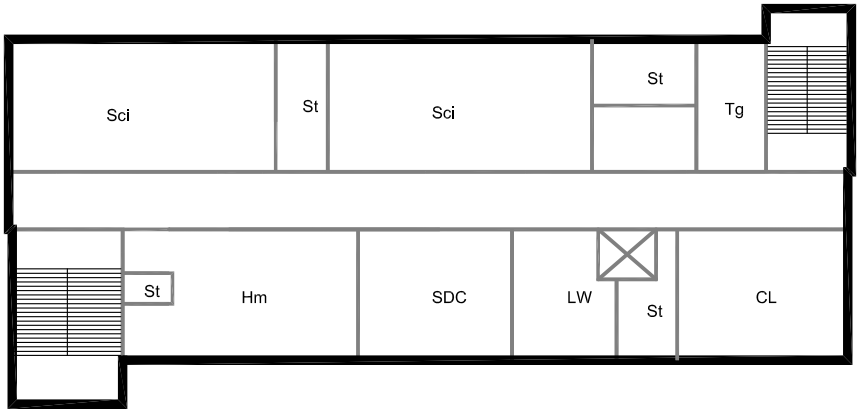
Date: 1/18/2013

Scale: 1"=40'-0"



BLDG B - 3RD FLOOR PLAN

N

BYRENS KIM DESIGN WORKS
361 17TH STREET OAKLAND CA 94612 510-452-3224

BLDG B - 3RD FLOOR PLAN

303 - MCCLYMONDS SENIOR HIGH SCHOOL

2607 MYRTLE STREET, OAKLAND, CA 94607-3415

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Date: 1/18/2013

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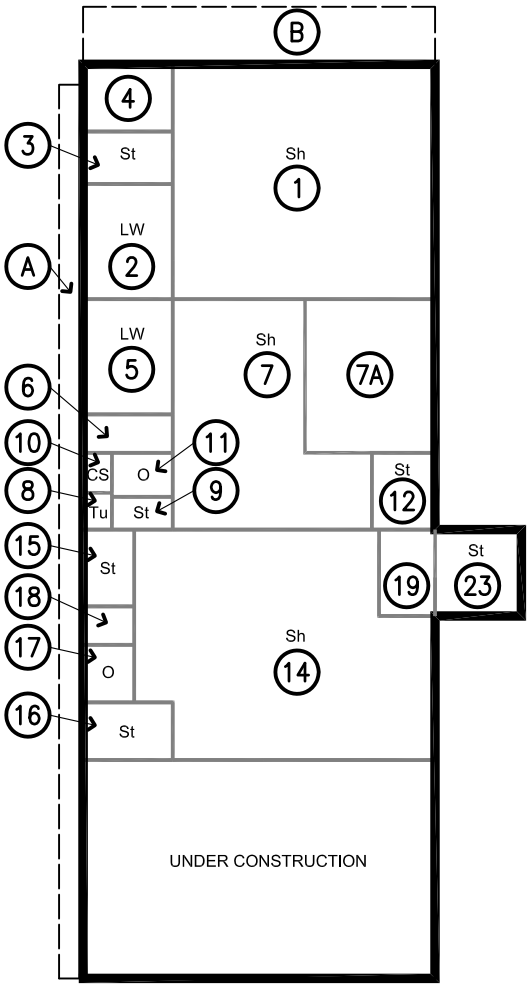

BLDG C - 1ST FLOOR PLAN

N

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361 17TH STREET OAKLAND CA 94612 510-452-3224

BLDG C - 1ST FLOOR PLAN

303 - MCCLYMONDS SENIOR HIGH SCHOOL

2607 MYRTLE STREET, OAKLAND, CA 94607-3415

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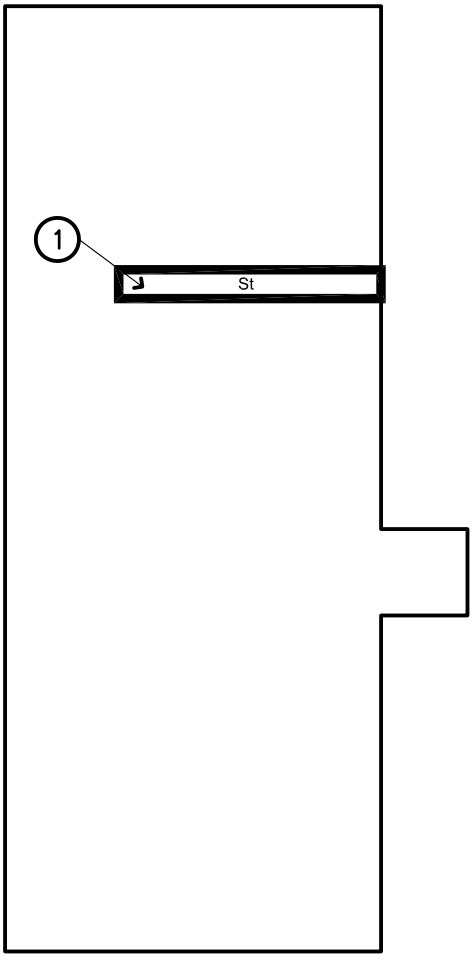

BLDG C - MEZZANINE FLOOR PLAN

N

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BLDG C - MEZZANINE FLOOR PLAN

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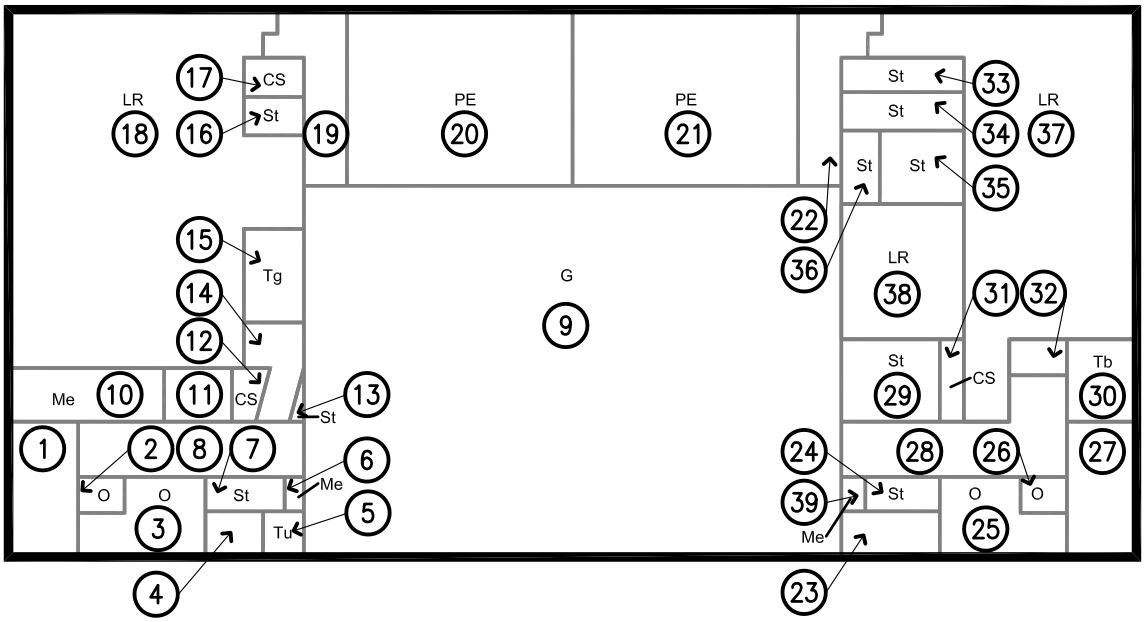

BLDG D - 1ST FLOOR PLAN

N

BYRENS KIM DESIGN WORKS
361 17TH STREET OAKLAND CA 94612 510-452-3224

BLDG D - 1ST FLOOR PLAN

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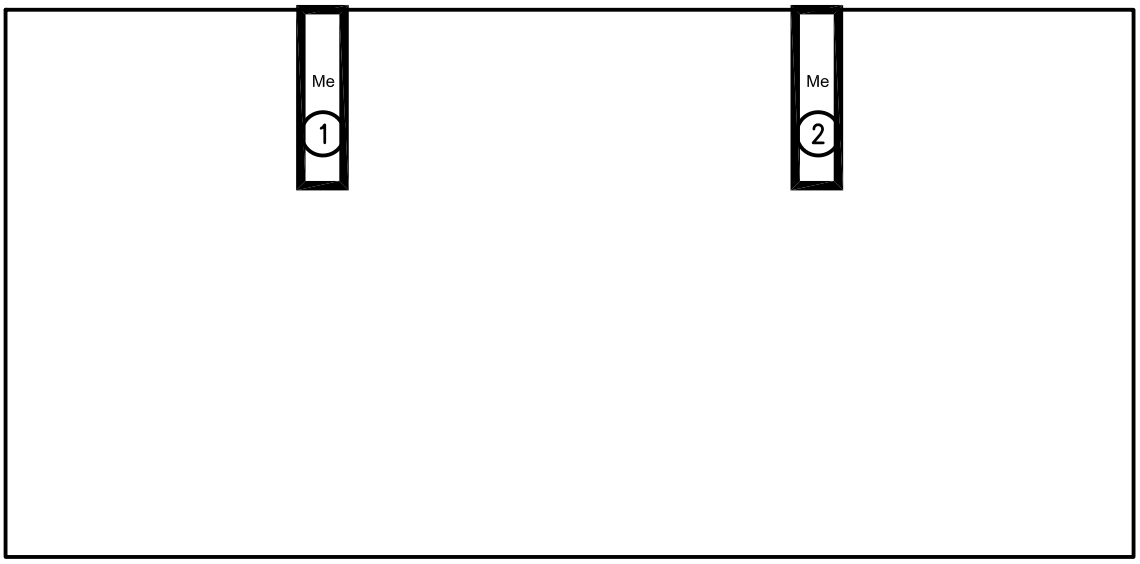

BLDG D - MEZZANINE FLOOR PLAN

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BLDG D - MEZZANINE FLOOR PLAN

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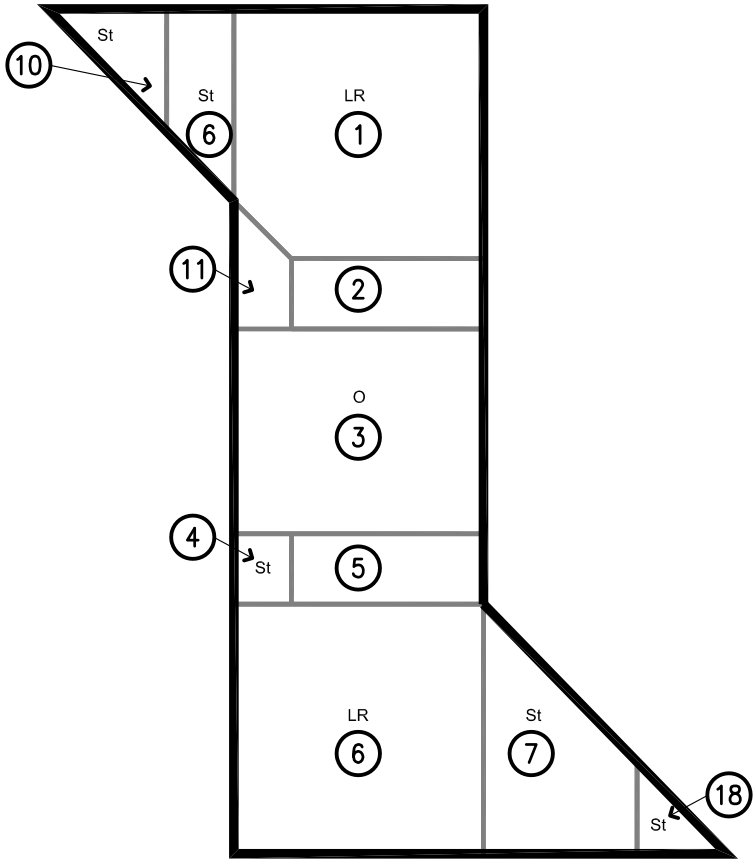

BLDG E - 1ST FLOOR PLAN

N

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BLDG E - 1ST FLOOR PLAN

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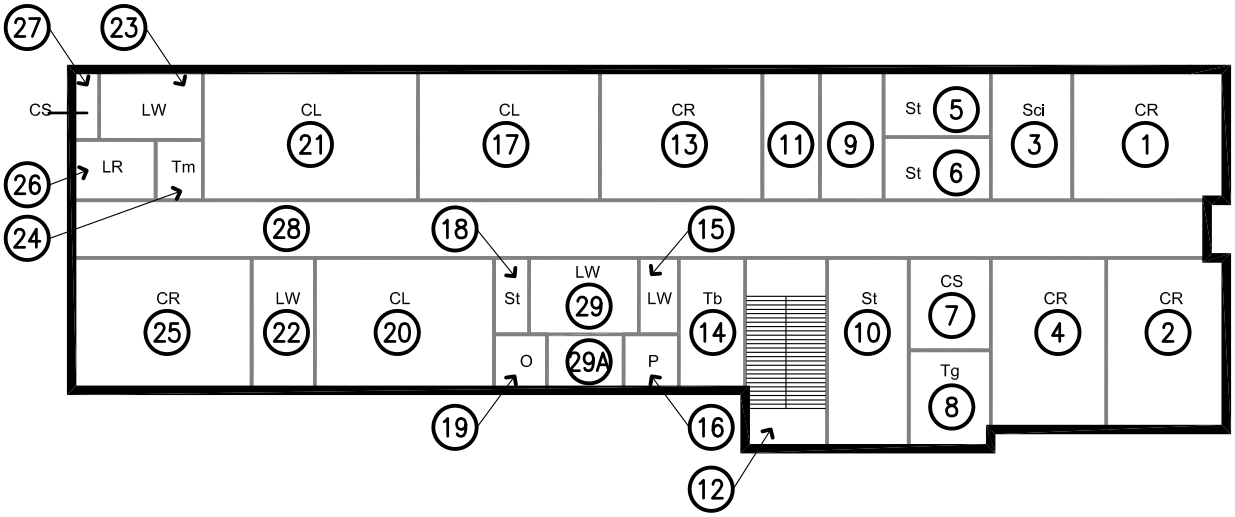

BLDG H - 1ST FLOOR PLAN

N

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BLDG H - 1ST FLOOR PLAN

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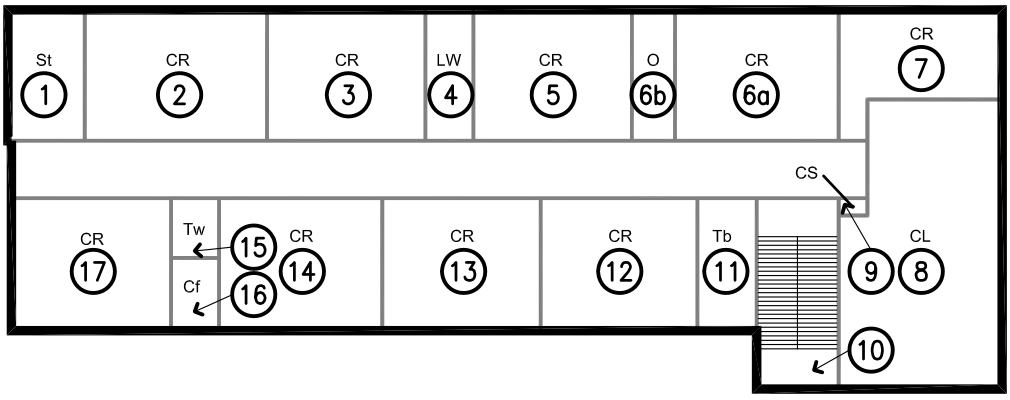

BLDG H - 2ND FLOOR PLAN

N

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361 17TH STREET OAKLAND CA 94612 510-452-3224

BLDG H - 2ND FLOOR PLAN

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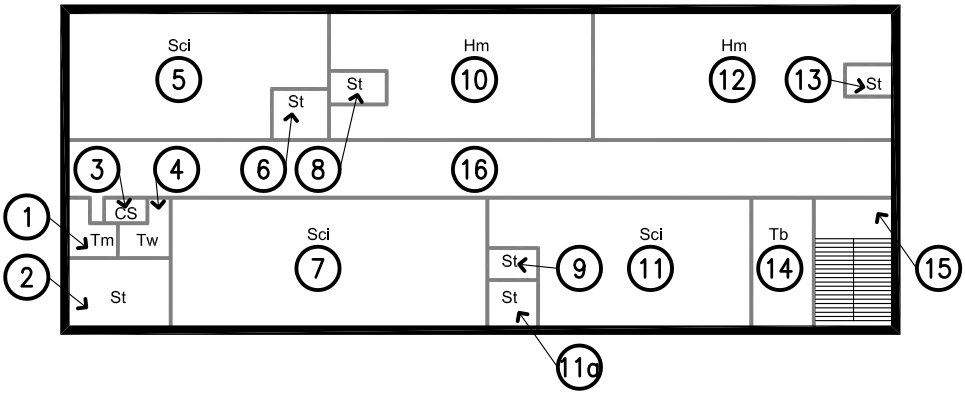

BLDG H - 3RD FLOOR PLAN

N

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BLDG H - 3RD FLOOR PLAN

303 - MCCLYMONDS SENIOR HIGH SCHOOL

2607 MYRTLE STREET, OAKLAND, CA 94607-3415

OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

Date: 1/18/2013

Scale: 1"=40'-0"

DRAFT GEOTECHNICAL STUDY REPORT

MCCLYMONDS HIGH SCHOOL
MODERNIZATION PROJECT
2607 MYRTLE STREET
OAKLAND, CA

Prepared for:

OAKLAND UNIFIED SCHOOL DISTRICT (OUSD)

Prepared by:

AGS

September 30, 2022

5 Freelon Street, San Francisco, California 94107 • Phone (415) 777-2166 • Fax (415) 777-2167

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1.0 INTRODUCTION

1.1 GENERAL

This report summarizes the findings, conclusions, and recommendations from our geotechnical study for the proposed modernization project at the McClymonds High School in Oakland, California. The location of the project site is shown on Plate 1 – Site Vicinity Map.

This report includes geotechnical engineering conclusions and recommendations related to subsurface conditions, geoseismic hazards, earthwork, foundations, and construction monitoring for the proposed project. The conclusions and recommendations presented in this report are based on the available geologic information for the area and subsurface conditions encountered during field exploration for this study. The conclusions and recommendations presented in this report should not be extrapolated to other areas or used for other facilities without prior review by AGS.

1.2 SITE DESCRIPTION

The McClymonds High School site is located at 2607 Myrtle Street in the West Oakland neighborhood of Oakland, California, (see Plate 1). The site is bounded to the east by Myrtle Street, to the south by 26th Street, to the west by Chestnut Street, and to the north by 28th Street. The site is rectangular in plan view, and is approximately 525 feet by 875 feet, occupying approximately 10.5 acres. The long axis of the site is oriented west-northwest (WNW) and east-southeast (ESE). The site is located at:

Latitude 37.81889°

Longitude -122.27987°

(approximate center of the site)

As shown on Plate 2 – Site Plan, the McClymonds High School campus currently has eight (8) key buildings and structures:

- Building H - Classroom Building;
- Building B – Classroom Building;
- Building A – Auditorium and Library;
- Cafeteria Building;
- Building C – Shop Building;
- Gymnasium;
- Bleachers (Viewing Stand); and
- Pool House.

Based on our review of the documents provided by the Oakland Unified School District (OUSD), which include previous architectural and structural design drawings as well as the Tier 1 evaluation report by KPW Structural Engineers, Inc. dated August 25, 2022, a summary of the eight (8) key buildings and structures currently at the McClymonds High School campus is presented in Table 1 below.

TABLE 1
SUMMARY OF KEY BUILDINGS AND STRUCTURES

Building/Structure	Description	Existing Foundation
Building H Classroom Building	Three-story concrete-framed building with a partial basement	Buildings H, B and A were constructed as a single building with the same system of foundations as follows: Piles: standard step-tapered concrete piles ranging from 16' to 32' in length with either 11⅛" diameter tip and 1" per 8' step taper (Type A) or 12⅜" diameter tip and 1" per 4' step taper (Type B). Pile Caps: 28 types (P-1 through P-28) with numbers of piles ranging from 1 to 6 in each pile cap.
Building B Classroom Building	Three-story reinforced concrete structure	
Building A Auditorium and Library	Two-story hybrid reinforced concrete/steel structure with high-bay auditorium and basement	
Cafeteria Building	One-story, rectangular, concrete-framed building, with steel-framed roof	Shallow foundations including 4'-2" square spread footings and 16" to 19" wide strip footings.
Building C Shop Building	One-story building of hybrid construction w/ concrete walls, and combination of wood/steel framed roof	Shallow foundations including 2'-10" to 3'-3" square spread footings and 14" wide strip footings.
Gymnasium	One-story building with high-bay central gymnasium, comprised of hybrid construction utilizing wood, steel and concrete	Cast-in-place bored caissons ranging in length from 4'-8" to 6'-8", shaft diameter from 2'-4" to 3'-4", and bell diameter from none to 6'-6".
Bleachers (Viewing Stand)	Structure comprised of thin flat slabs with tee joists that vary in elevation along the seating areas.	No available information on foundation.
Pool House	On-story building comprised of a steel framed roof with metal decking and reinforced concrete masonry unit (CMU) bearing walls	Shallow foundations consisting of 18" wide strip footings.

The site also includes a full-size track and field complex, 5 tennis courts, and staff parking.

The topography of the site is relatively flat. According to the National Oceanic and Atmospheric Administration (NOAA) Digital Coast Light Detection and Ranging (LiDAR) data, the ground surface around the existing buildings and structures generally ranges from approximately Elevation +15.5 feet at the southwestern corner to approximately Elevation +25 feet at the northeastern corner. Elevations in this report are based on North

American Vertical Datum of 1988 (NAVD88), unless otherwise noted.

We understand that there is a 20-ft wide Pacific Gas and Electric Company (PG&E) gas pipeline easement through the eastern side of the track and field. This easement, together with strips of land 15 feet in width on each side, extends along the projection of Linden Street (situated to the north and south of the site as shown on Plate 2 – Site Plan) and designated to be clear of buildings and other structures.

1.3 PROJECT DESCRIPTION

Based on our review of the draft Bridging Documents prepared by Perkins Eastman, dated June 27, 2002, we understand that two (2) conceptual scenarios are being considered:

- Scenario 1 – New Building and Updates
- Scenario 2 – Campus Overhaul & Building Updates

A summary of the scope elements in these two (2) scenarios is presented in Table 2 below.

TABLE 2
SUMMARY OF CONCEPTUAL SCENARIOS

Building/Structure	Scenario 1	Scenario 2
Building H Classroom Building	Update classrooms and labs	Replace plumbing and new systems across Classroom Building, Auditorium, Cafeteria and Lit Center
Building B Classroom Building		
Building A Auditorium & Library	Auditorium overhaul	
Cafeteria Building	Complete Cafeteria update	
Building C Shop Building	Demolish Shop Building and rebuild a new structure as New Classroom/Lab Building	Shop Building would be removed altogether
Gymnasium	Update exercise and locker rooms	Replace plumbing and new systems
Bleachers (Viewing Stand)	Replace Bleachers	New Grandstand with press box and scoreboard
Pool House	Remain in place	Remove pool house to make room for new outdoor basketball courts

1.4 WORK PERFORMED

On May 23, 2022, AGS prepared a proposal for geotechnical and geohazard consulting services. As outlined in the proposal, AGS' tasks included preparation of a geotechnical study report and a geohazard assessment report.

A Geohazard Assessment Report summarizing geological hazards that may impact the site in accordance with DSA IR A-4.12 and the California Geological Survey Note 48 checklist is presented as a separate cover entitled "Geohazard Assessment Report – McClymonds High School Modernization Project, 2607 Myrtle Street, Oakland, California" dated October 2022.

This geotechnical study incorporates all geotechnical information from the exploration program and presents available conclusions and design recommendations in a single report. The work performed for this geotechnical study is outlined in the following sections.

1.4.1 Data Review

AGS reviewed the available geotechnical data for the site, as well as published geologic and seismologic information pertinent to the site vicinity. Specifically, AGS reviewed the previous geotechnical report prepared by Fugro West, Inc., dated February 2010, for the McClymonds High School Football Field Turf Replacement project. The 2010 Fugro report included five (5) borings all located at the football field to a maximum depth of 11½ feet. One (1) cone penetration test (CPT) published in the US Geological Survey (USGS) Earthquake Hazards Program website was also reviewed prior to our field investigation. This CPT was advanced to a depth of approximately 60 feet in 1999 near the intersection of 26th and Linden Streets, south of the track and field. These previous boring and CPT logs are in included in Appendices A and B, respectively.

In addition, we have reviewed the following documents and drawings provided by OUSD:

- Draft McClymonds High School Design-Build Bridging Documents by Perkins Eastman, dated 6/27/2022.
- Tier 1 Seismic Evaluation Report for McClymonds High School Campus by KPW

Structural Engineers, Inc., dated 8/25/2022.

- Structural drawings titled “McClymonds High School” by Will G. Corlett Arthur W. Anderson Architects & Engineers, dated 5/29/1951.
- Structural drawings titled “McClymonds High School Gymnasium” by Hall Pregnoff and Matheu, dated 2/25/1957.
- Structural drawings titled “Shop Addition to McClymonds High School” by Arthur W. Anderson Winfield H. Hyde Arthur W. Anderson Jr Architects & Engineers, dated 10/1/1957.
- Limited Architectural drawings titled “McClymonds High School Athletic Field” by Norris M Gaddis AIA Architect, dated 4/4/1958.
- Structural drawings titled “Renovation at McClymonds High School” by Richard C. Marshall Associates, dated 8/25/1977.

1.4.2 Field Exploration

AGS obtained a drilling permit from Alameda County Public Works Agency (ACPWA). In addition, AGS notified the Underground Service Alert (USA) so that utility companies with utilities in the area could contact AGS and be aware of the work. The approximate boring locations are shown on Plate 2.

The field exploration program was performed in July 2022 under the technical supervision of a qualified AGS geologist, who completed a log of each boring, documented the drilling progress, and recorded the subsurface conditions encountered at the location of each boring. Modified California (MC) samples and Standard Penetration Test (SPT) samples were obtained from each drilled boring, as appropriate for the various soils encountered.

Six borings (B-1 through B-6) were drilled to depths ranging from approximately 31½ to 71½ feet below the existing ground surface. Six cone penetration tests (CPT-1 through CPT-6) were advanced to depths ranging from 50½ to 100½ feet. A seismic cone was used on CPT-4 in order to develop a seismic profile. Following the completion of each boring and CPT, they were backfilled with cement grout. Following backfilling, the ground

surface at each boring and CPT location was restored to grade with quick set concrete. The soil cuttings were placed into drums for removal offsite. The approximate boring and CPT locations are shown on Plate 2 – Site Plan. The logs of test borings are presented in Appendix A, while the CPT data are presented in Appendix B.

1.4.3 Laboratory Testing

A laboratory testing program was performed on selected soil samples obtained during the field exploration program. The laboratory tests included moisture content, dry density, Atterberg limits, percent passing no. 200 sieve, triaxial compression, and corrosivity, as appropriate for the various soils that were encountered. The results of the geotechnical laboratory testing program are included in Appendix C.

1.4.4 Engineering Analyses and Report Preparation

The data collected were used to perform engineering analyses, in order to develop site-specific geotechnical conclusions and recommendations for the design and construction of the proposed project. Our geotechnical findings, conclusions, and recommendations, along with the supporting data, are presented in this engineering report. The report addresses the following:

- Subsurface soil conditions;
- Groundwater elevations;
- Local geologic conditions;
- Faults and seismicity;
- Peak ground surface accelerations for the controlling maximum credible earthquake;
- The latest seismic design parameters from the California Building Code (CBC);
- Site-specific seismic design based on American Society of Civil Engineers (ASCE) 7-16 and ASCE 41-17;
- Potential for liquefaction or dry sand deformation under seismic loading, consequences, and mitigation measures;

- Foundation design criteria, including preliminary vertical and lateral loading for shallow and deep foundation systems, as appropriate based on the soil conditions;
- Recommendations for ground improvement, if needed;
- Estimates of expected foundation settlements, including consideration of total and differential settlement;
- Earthwork and subgrade preparation recommendations;
- Recommendations for subgrade preparation, including mitigation of potentially expansive soils (if encountered);
- Slabs on grade design criteria;
- Pavement design recommendations;
- Demolition considerations; and
- Construction considerations.

2.0 FINDINGS

2.1 GEOLOGY

The project site is located within the Coast Ranges geomorphic province, a tectonically active province characterized by northwest-trending mountains, valleys, and faults. The East Bay is on the east side of the San Francisco Bay Block, a downthrown structural component of the Coast Ranges which, along its central part, was flooded by rising seas during late Pleistocene time, forming San Francisco Bay, and isolating the San Francisco Peninsula between the bay and the ocean. The San Francisco Bay Block is bounded by the Hayward Fault approximately 5.3 km (3.3 miles) to the northeast and the San Andreas Fault approximately 23.7 km (14.7 miles) to the southwest.

The project site is situated within an alluvial fan adjacent to the San Francisco Bay margin. The geology in this area is characterized by a series of both terrestrially and marine-derived sediments (including the San Antonio Formation, Old Bay Clay and the Alameda Formation) overlying Franciscan bedrock at a depth of more than 500 feet below the ground surface. The Alameda Formation is the oldest and lowest unit deposited on Franciscan bedrock. At the project site, the top of the Alameda Formation is estimated to be generally more than 50 feet in depth below the ground surface. The Old Bay Clay is an interlayer between the San Antonio Formation and the Alameda Formation. The San Antonio Formation overlying the Old Bay Clay was deposited in a complex and ever-changing environment that may vary from alluvial fans to flood plains to lakes to swamps to beaches, depending on the specific location. According to the geologic map by Graymer (2000) as shown on Plate 3 – Regional Geologic Map, the project site is covered by surface sediments described as alluvial fan and fluvial deposits.

2.2 FAULTS AND SEISMICITY

The project site is contained within a seismically active region, and is therefore subject to occasional strong to violent seismic ground shaking. The Hayward Fault is situated approximately 5.3 km northeast of the site. The north end of the Northern Calaveras Fault is situated approximately 23.7 km northeast of the site, and the San Andreas Fault is

situated approximately 23.7 km to the southwest. Other major active faults in the region include the Mount Diablo Thrust, Green Valley, Concord, West Napa, Rodgers Creek, San Gregorio, Great Valley, Monte Vista-Shannon, and Greenville Faults. The locations of regional faults relative to the project site are shown on Plate 4 - Earthquake Epicenters and Fault Map. Historic earthquakes and active faults that are pertinent to the project site are listed in Table 3 and Table 4, respectively.

The maximum moment magnitude earthquake (M_{max}) is defined as the largest earthquake that a given fault is considered capable of generating. The M_{max} earthquake on the Hayward Fault would be a magnitude 7.3 event occurring approximately 5.3 km from the project site. The M_{max} earthquake on the San Andreas Fault would be a magnitude 8.05 event occurring approximately 23.7 km from the project site. Seismicity associated with regional faults, including estimated slip rates, is summarized below in Table 4.

TABLE 3
HISTORICAL EARTHQUAKES (MAGNITUDE ≥ 6)

Date	Moment Magnitude (M_w)	Fault	Epicenter Area
June 24, 1808	6.0[4]	Unknown	Uncertain, San Francisco Bay Area
June 10, 1836	6.4[1], 6.8[4]	San Andreas	San Juan Bautista
June 1838	7.4[1]	San Andreas	San Juan Bautista
Nov. 26, 1858	6.25[4]	Calaveras	San Jose Area
February 26, 1864	6.0[4]	San Andreas	South Santa Cruz Mountains
March 26, 1864	6.0[4]	San Andreas	Santa Cruz Mountains
October 8, 1865	6.5[1]	San Andreas	South Santa Cruz Mountains
October 21, 1868	7.0[2,4]	Hayward	Berkeley Hills, San Leandro
February 17, 1870	6.0[4]	San Andreas	Los Gatos
April 12, 1885	6.25[4]	Unknown	South Diablo Range
May 19, 1889	6.25[4]	Concord-Green Valley	Antioch
April 24. 1890	6.25[4]	San Andreas	Pajaro Gap
April 19, 1892	6.6[1]	Great Valley	Vacaville
April 21, 1892	6.25[4]	Great Valley	Winters
June 20, 1897	6.25[4]	Calaveras	Gilroy
March 31, 1898	6.4[1]	Rodgers Creek	Mare Island
April 15, 1898	6.7[1]	San Andreas	Mendocino County
April 18, 1906	7.8[1]	San Andreas	Golden Gate
July 1, 1911	6.6[1]	Calaveras	Diablo Range, East of San Jose
October 22, 1926	6.1[4]	San Gregorio	Monterey Bay
April 24, 1984	6.2[1]	Calaveras	Morgan Hill
October 17, 1989	6.9[1]	San Andreas	Loma Prieta, Santa Cruz Mountains
August 24, 2014	6.0[5]	West Napa	South Napa, American Canyon

(1) Toppozada, et al. (2000)
(2) Thatcher (1975)
(3) Toppozada and Branum (2004)
(4) Ellsworth, W.L (1990)
(5) Brocher et al. (2015)

TABLE 4
ACTIVE FAULT SEISMICITY

Fault Name [1,3]	Closest Distance to Site [1] (km)	Direction from site	MFD [2] Earthquake	Contributing Segments [3]	Slip Rate [1,5] (mm/yr)	Dip [1] (degrees)	Slip Sense [1,4]
Hayward	5.29	NE	7.1 – 7.5 6.9 – 7.5	Northern (HN) + Southern (HS) + Rodgers Creek (RC)	3 - 9	76 - 82	RL
San Andreas	23.73	SW	7.0-7.9 7.8 - 8 7.6 - 7.9 7.1 - 7.8	Offshore (SAO) + North Coast (SAN) + Peninsula (SAP) + Santa Cruz Mountains (SAS)	17 - 34	58 - 90	RL
Mount Diablo Thrust	22.3	NE	<5.0-6.8		2	38 - 40	R
Calaveras	23.65	E	6.8-7.3 6.8-7.4 6.0-7.2	Northern (CN) + Central (CC) + Southern (CS)	6 - 15	77 - 85	RL
Concord-Green Valley	24.9	NE	<5.0-6.8 6.2-6.9	Concord (CCD) + Green Valley (GV)	4	84	RL
San Gregorio	32.8	SE	<5.0-7.7 <5.0-7.1	Northern (SGN) + Southern (SGS)	3 - 7	90	RL
Rodgers Creek	45.6	N	7.0 - 7.6		9	77	RL
West Napa	41.7	N	<5.0-7.0		1	75	RL
Greenville	33.1	SE	<5.0-7.2 <5.0-6.9	Northern Southern	3	84 - 87	RL
Monte Vista-Shannon	35.5	S	6.4-7.0		0.6	61	R
Great Valley 6,	53.5	E	<5.0-6.6 6.1-6.6	Alt 2	1.5	55 - 90	R
Point Reyes	33.5	NW	<5.0-6.3		0.1	53	R
Great Valley 4b, Gordon Valley	59.7	NE	<5.0-6.7		1.3	20	R
Great Valley 7	63.2	SE	<5.0-6.7		0.9	20	R
Hunting Creek-Berryessa	69.4	N	6.3-7.0		4	90	RL
Great Valley 05, Pittsburg – Kirby Hills	43.0	NE	<5.0-6.7	Alt 1 Alt 2	1.3	20	R
Zayante-Vergeles	81.2	S	<5.0		0.1	90	R

(1) WGCEP (2003, 2008), Working Group on California Earthquake Probabilities
(2) Map distance to the nearest segment, based on USGS Quaternary Fault and Fold Database (2007)
(3) WGCEP (2008), Tables I-1 and I-3 of Appendix I. Parameters for Faults in California, 2008, "Documentation for the 2008 Update of the United States National Seismic Hazard Maps"

2.3 SUBSURFACE CONDITIONS

As encountered in our field exploration performed for this investigation, the site is generally covered with approximately 2 to 3 feet of fill, consisting of loose to medium dense silty, clayey sand with gravel. Below the fill, the following units from youngest to oldest (as discussed in the “Geology” section) were encountered:

- San Antonio Formation,
- Old Bay Clay, and
- Alameda Formation.

The San Antonio Formation encountered ranges in thickness from at least approximately 30 feet (not penetrated through in Borings B1 and B-3 through B-6) to approximately 52 feet (penetrated through in Boring B-2), and consists primarily of fine-grained sediments (including stiff to very stiff lean sandy clay and stiff fat clay), which are interspersed with medium dense to very dense silty, clayey sand.

Old Bay Clay was encountered in Boring B-2 at a depth from approximately 52 to 62 feet below the existing ground surface. The Old Bay Clay encountered consists of grayish green, stiff fat clay. Old Bay Clay was not encountered in other borings that were drilled to depths of approximately 33½ to 43½ feet.

Alameda Formation was encountered below the Old Bay Clay at a depth from approximately 62 to 71½ feet, which was the maximum depth explored by Boring B-2. The Alameda Formation encountered consists of very dark grayish green, very dense clayey sand with gravel.

Franciscan bedrock was not encountered in our field investigation. As discussed in the “Geology” section, the depth to bedrock is estimated to be more than 500 feet below the ground surface.

Based on the distribution of subsurface materials encountered in our exploratory borings and CPTs, we have developed and presented generalized subsurface profiles of the site in the Geohazards Assessment Report.

2.4 GROUNDWATER

Groundwater was encountered in Borings B-1, B-2 and B-4 at depths of approximately 16, 14 and 13½ feet, respectively. Groundwater level was not measured in Borings B-3 and B-5 because of the mud rotary method used for drilling. Attempt was made to measure the groundwater level at Boring B-6. However, the groundwater level in Boring B-6 had not yet been stabilized at the time of measurement (due to the predominantly clayey soils encountered) and therefore not recorded. Pore pressure dissipation (PPD) tests were performed in CPT-1 through CPT-6, which reported estimated groundwater depths at 10.4, 17.3, 14.5, 12.7, 11.5 and 13.9 feet, respectively. The groundwater map from the California Geological Survey – Seismic Hazard Zone Report 081 for the Oakland West 7.5-Minute Quadrangle, Alameda County, California (CGS, 2003) indicates historically-highest recorded groundwater at a depth of approximately 6 feet.

Variations in the groundwater level at the site are likely to occur due to changes in precipitation and temperature, construction or other activities in the vicinity, and other factors not evident at the time of this study.

2.5 CORROSIVITY

Corrosivity testing was performed by Cooper Testing Laboratory for this project to evaluate the potential for adverse effects of the on-site soils on structural concrete and steel and on other metals in contact with soils. The corrosivity test results are presented in Appendix C.

Three soil samples (from Boring B-1 at 1 to 2.5 feet, B-2 at 5 to 6.5 and Boring B-3 at 1.7 to 2.5 feet) were tested in general accordance with Caltrans California Test Methods. A summary of the corrosivity test results is shown in Table5.

TABLE 5
CORROSIVITY TEST RESULTS

Boring No.	Sample Depth (feet)	Soil Description	Minimum Resistivity (ohm-cm)	pH	Chloride Content (mg/kg)	Sulfate Content (mg/kg)
B-1	1 – 2.5	Black Clay w/ Sand	2,552	7.7	112	103
B-2	5 – 6.5	Yellowish Brown Silt w/ Sand	714	7.2	241	903
B-3	1.7 – 2.5	Brown Clay w/ Sand	1,334	7.9	19	95

Based on the current Caltrans' Corrosion Guidelines (2018), the three tested soil samples are considered to be non-corrosive for "structural elements". However, based on the soil resistivity classification presented by National Association of Corrosion Engineers (2000), the three tested samples are classified as "highly corrosive" (B-1 at 1 to 2.5 feet and B-3 at 1.7 to 2.5 feet) to "extremely corrosive" (B-2 at 5 to 6.5 feet).

According to ACI 318-14, the sulfate concentrations measured in the three samples tested for this study vary from Soil Exposure Class S0 (B-1 at 1 to 2.5 feet and B-3 at 1.7 to 2.5 feet) to Soil Exposure Class S1 (B-2 at 5 to 6.5 feet). For Soil Exposure Class S0, special sulfate-resisting cement is not required for concrete in contact with the soils. For Soil Exposure Class S1, appropriate type of sulfate-resisting cement is required for concrete in contact with the soils. AGS recommends that a Corrosion Engineer be consulted for the development of long-term site-specific corrosion protection measures.

3.0 CONCLUSIONS AND RECOMMENDATIONS

3.1 GENERAL

Based on the results of our field exploration, laboratory testing, and geotechnical engineering analyses, it is our opinion that the proposed McClymonds High School Modernization project is feasible from a geotechnical point of view, provided the recommendations presented in this report are incorporated in the design and construction of the project. Conclusions and recommendations for design of the proposed modernization are presented in the following sections.

3.1 DESIGN GROUNDWATER LEVEL

As discussed in the "Groundwater" section, the historically-highest groundwater at the site has been mapped by CGS to be located at a depth of approximately 6 feet. For design purposes, we recommend using a groundwater level at a depth of 6 feet below the existing ground surface.

3.2 SEISMIC DESIGN CONSIDERATIONS

3.2.1 Fault Rupture

The site is not located within an Alquist-Priolo earthquake fault zone (California Geologic Survey, Special Publication 42, 2007). Therefore, the risk from surface fault rupture is considered to be very low.

3.2.2 Seismic Design Criteria

Seismic design of the project will be based on California Building Standards Code (CBC) 2022 and ASCE 41-17 for the proposed design. The site is classified as Site Class "D" with estimated shear wave velocity profile in the upper 100 feet of the ground surface (Vs30) approximately 822 feet per second (fps). Based on subsurface conditions encountered in our study and guidelines of Chapter 20 pf ASCE 7-16, site specific spectral accelerations using Site Class D are provided in accordance with ASCE 7-16 and ASCE 41-17. Details of our ground motion analysis are presented in Appendix E of our Geohazards Assessment Report (AGS, 2022).

AGS developed a foundation-level MCE-level acceleration response spectrum and a Design Earthquake (DE) spectrum for the demand levels on new structures. The recommended foundation-level MCE and DE response spectra corresponding to a 5 percent structural damping ratio are presented on Table 6 and depicted graphically on Plate 5. Details of the analysis are presented in Appendix E of Geohazards Assessment Report (AGS, 2022).

Table 6 presents the site-specific acceleration parameters developed following the procedures outlined in Chapter 21 of ASCE 7-16. The parameter S_{DS} was taken as 90% of the maximum spectral acceleration obtained from the site-specific design response spectrum, at any period within the range from 0.2 to 5 seconds, inclusive. The parameter S_{D1} was taken as the maximum value of the product, T_{Sa}, for periods from 1 to 5 seconds considering Vs30 at the project site is less than 1,200 ft/s (365.76 m/s). The parameters S_{MS} and S_{M1} were taken as 1.5 times S_{DS} and S_{D1}, respectively. We then checked the site-specific acceleration parameters to make sure they are not less than 80% of the general acceleration parameters shown in Table E-1 of our Geohazards Assessment Report (AGS, 2022).

TABLE 6
HORIZONTAL FOUNDATION LEVEL SPECTRAL ACCELERATIONS

T (Sec.)	BSE-2N (g)	BSE-1N (g)	BSE-2E (g)	BSE-1E (g)
0.01	0.857	0.572	0.857	0.527
0.02	0.860	0.573	0.860	0.528
0.03	0.875	0.583	0.875	0.543
0.05	0.966	0.644	0.966	0.622
0.075	1.153	0.769	1.153	0.769
0.1	1.323	0.882	1.323	0.882
0.15	1.609	1.072	1.609	1.072
0.2	1.830	1.220	1.830	1.220
0.25	2.010	1.340	2.010	1.290
0.3	2.132	1.421	2.132	1.299
0.4	2.209	1.472	2.109	1.237
0.5	2.136	1.424	1.989	1.128
0.75	1.757	1.172	1.574	0.849
1	1.427	0.952	1.241	0.647
1.5	0.964	0.642	0.816	0.412
2	0.699	0.466	0.589	0.290
3	0.441	0.294	0.368	0.176
4	0.330	0.220	0.257	0.121
5	0.264	0.176	0.191	0.088
7.5	0.176	0.117	0.104	0.047
10	0.106	0.070	0.065	0.029

TABLE 7
DESIGN ACCELERATION PARAMETERS

Acceleration Parameter	Site-Specific (g)	80% of General (g)	Recommended Site-Specific (g)
S_{DS}	1.325	0.928	1.325
S_{D1}	0.964	0.880	0.964
S_{MS}	1.988	1.392	1.988
S_{M1}	1.445	1.320	1.445

Table 8 shows mapped S_{XS} and S_{X1} for different seismic hazard levels. The design S_{XS} and S_{X1} should be determined using Section 2.4.1 of ASCE 41-17 as shown in Table 9. AGS calculated PGA_M of 0.81g for the site.

TABLE 8

MAPPED SPECTRAL RESPONSE ACCELERATIONS

Acceleration Parameter	BSE-2N (g)	BSE-1N (g)	BSE-2E (g)	BSE-1E (g)
S_{XS}	1.74	1.16	1.70	1.01
S_{X1}	1.12	0.75	1.08	0.61

TABLE 9

SITE-SPECIFIC SPECTRAL RESPONSE ACCELERATIONS

Acceleration Parameter	BSE-2N (g)	BSE-1N (g)	BSE-2E (g)	BSE-1E (g)
S_{XS}	1.99	1.33	1.92	1.17
S_{X1}	1.45	1.96	1.24	0.88

3.3 LIQUEFACTION ASSESSMENT

3.3.1 Liquefaction Potential

Soil liquefaction is a phenomenon in which saturated (submerged) loose to medium dense cohesionless soils and non- to low-plastic fine-grained soils lose their strength and stiffness due to the build-up of excess pore water pressure during cyclic loadings such as those induced by earthquakes. The nature of liquefaction depends greatly on the characteristics of the soils. In loose soils, liquefaction results in significant loss of soil strength, which can lead to large deformations. In dense soils, although a condition of liquefaction can be initiated, the tendencies for loss of strength and deformations are resisted by dilation of the soils. Deformation in dense soils results in a tendency for soil volume increase (dilation), which in turn results in reduction of pore water pressures, increase in effective stresses, and increase resistance to further deformations.

The site is located within a State-Designated Liquefaction Hazard Zone (CGS, Oakland West Quadrangle, 2003). However, based on the soil conditions encountered in our borings and CPTs, the majority of the soils at the project site consist of dense to very dense silty, clayey sand or cohesive soils that are generally not considered susceptible to soil liquefaction. Some localized lenses of medium dense silty, clayey sand may liquefy during a major earthquake. Their consequences in the event of liquefaction during a major earthquake are discussed below.

To assess the liquefaction impact at the site, we have performed a liquefaction analysis using a simplified, analytical, and empirical procedure that is correlated with the liquefaction behavior of saturated soils during historic earthquakes (Youd and Idriss, 2001; Idriss and Boulanger, 2008; Boulanger and Idriss, 2014). The analysis on the borings was performed using an Excel spreadsheet with standard penetration test (SPT) and Modified California (MC) sampler blow counts. The SPT and MC blow counts recorded in the field were corrected for various factors to obtain corrected N-values, which were used in the liquefaction analysis. The factors used to obtain corrected N-values, included the effects of overburden pressure, rod length, sampler type and size, and fines content. The analysis on the CPTs was performed using the GeoLogismiki CLIQ software Version 2 with the CPT digital data.

According to ASCE 7, peak ground acceleration (PGA_M) to be used in liquefaction analysis should be determined based on a site-specific study taking into account soil amplification effects as specified in Section 11.8.3 of ASCE 7-16. The liquefaction analysis was conducted according to the method set forth in Boulanger and Idriss (2014), using the following parameters:

- Magnitude 7.3 earthquake;
- PGA_M of 0.81g; and
- Groundwater depth at 6 feet below ground surface.

The results of the liquefaction analysis are discussed in the following sections. Details of the liquefaction analysis are presented in Appendix D.

3.3.2 Consequences of Liquefaction

The main effects of liquefaction at the site include settlement of the ground surface and settlement of buildings on shallow foundations, lateral deformation, buoyancy effects on the below groundwater structures, loss of bearing capacity, downdrag force on the foundation, and increased lateral pressures on below grade retaining walls, utilities and foundations extending below the groundwater table.

3.3.3 Liquefaction-Induced Settlements

Liquefaction of some localized lenses of medium dense silty, clayey sand may occur during a major earthquake and result in liquefaction-induced settlement. The estimated liquefaction-induced settlements from the borings and CPTs conducted by AGS for this study are presented in Table 10. As shown, the estimated liquefaction-induced settlements at all boring and CPT locations are up to about an inch or less.

TABLE 10

ESTIMATES OF LIQUEFACTION-INDUCED SETTLEMENT

Boring No.	Maximum Explored Depth (feet)	Depths of Potentially Liquefiable Layers (feet)	Estimated Liquefaction-Induced Settlement (inches)
B-1	33½	21 - 25	¼
B-2	71½	10 - 16½ 37 - 42	1
B-3	34½	--	negligible
B-4	34½	--	negligible
B-5	43½	26 – 28	⅝
B-6	31½	15 – 15½	¼
CPT-1	80½	13 – 16 29 – 30 32 – 33	⅝
CPT-2	50½	6 – 6½ 7 – 8 11½ - 13	1
CPT-3	50½	6 – 7 8½ - 9½	½
CPT-4	100½	5½ - 6 11 – 11½	⅜
CPT-5	50½	6 – 7 12 – 13 17 – 17½	⅞
CPT-6	50½	8 – 8½ 12 – 13 17½ - 18½	⅞

The liquefaction-induced settlements presented above are total liquefaction-induced settlements. We recommend taking two-thirds of the total liquefaction-induced settlements over the shortest dimension of the building as the differential liquefaction-induced settlements.

3.3.4 Lateral Spreading

Lateral spreading is lateral movement of surficial soil mass toward a free face (the shoreline slope) during earthquakes. It typically occurs when a continuous layer of sand

liquefies during a major earthquake and the overlying non-liquefiable crust slides as large blocks over the liquefied soil, creating fissures and scarps. As discussed above, the majority of the soils at the project site consist of dense to very dense silty, clayey sand or cohesive soils that are generally not considered susceptible to soil liquefaction. Some localized lenses of medium dense silty, clayey sand may liquefy during a major earthquake. However, it is unlikely that those localized lenses of medium dense silty, clayey sand are continuous over a long distance toward the free face (the shoreline slope), which is located more than a mile west-northwest of the project site. Therefore, the potential for lateral spreading hazard at the project site is considered to be very low.

3.4 EXPANSIVE SOILS

Based on the results of Atterberg limits tests performed on two upper soil samples (Borings B-1 and B-3 at a depth of about 5 feet), the upper soils on site generally have moderate to high expansion potential. Typically, expansive soils are sensitive to moisture changes. To reduce the potential impacts of swelling and shrinkage of the expansive soils to buildings and improvements (e.g. new Classroom/Lab Building to replace the existing Shop Building, if Scenario 1 is adopted, and new Bleachers or Grandstand), special measures should be performed. We anticipated that the special measures would include the following:

1. Conditioning the expansive soils to higher moisture content during site preparation and grading.

2. Capping the building pad with at least 12 inches of import fill with low expansion potential or lime-treated on-site soils. It should be noted that lime-treated soils are not suitable for vegetation growth and must be removed from the landscaping areas.

3. Supporting the building on deeper footings.

4. Conditioning the subgrade soils in exterior concrete flatwork areas to higher moisture content immediately prior to the placement of aggregate base.

5. Providing surface drainage away from the building foundations and draining the

rainwater collected on the roof through pipes connecting to the adjacent storm drain system.

3.5 EXCAVATION AND EARTHWORK

3.5.1 General

The modernization scheme has not been finalized and therefore the actual extent of grading required is not known at this time. However, it is our understanding that the existing grades will not be significantly changed.

3.5.2 Site Preparation

In areas with new construction, the existing structures, slabs, and pavement should be demolished. Organic soils, concrete, and debris should be stripped and disposed of or recycled outside the construction limits.

Existing underground utilities located within the construction areas, if affected by construction activities, should be relocated prior to excavation. Debris generated from the demolition of underground utilities, including remnants of existing structures and abandoned pipes, should be removed from the site as construction proceeds. If pipes are abandoned in-place, they should be filled completely with lean grout to mitigate the potential for their collapse in the future.

3.5.3 Fills and Backfills

Fills and backfills may either be structural or nonstructural. Structural fills and backfills are those defined as providing support to foundations, slabs, retaining walls, and pavements. Nonstructural fills and backfills include all other fills such as those placed for landscaping, and not planned for future structural loads. Structural fills and backfills should be compacted to at least 95 percent of the maximum dry density as determined per ASTM D1557-12. Nonstructural fills and backfills should be compacted to at least 90 percent of the maximum dry density as determined per ASTM D1557-12.

Structural fill and backfill materials should be placed in lifts not exceeding approximately 8 inches in loose thickness, brought to near-optimum moisture content and compacted

using mechanical compaction equipment. Nonstructural fills and backfills may be placed in lifts not exceeding 12 inches in loose thickness and compacted in a similar manner.

Material to be used as compacted fill and backfill should be predominantly granular, less than 3 inches in any dimension, free of organic and inorganic debris, and contain less than 20 percent of mostly non-plastic fines passing the No. 200 sieve. The fill and backfill soils should have a liquid limit less than 35 and plasticity index less than 12. Samples of fill and backfill materials should be submitted to the geotechnical engineer prior to use for testing to establish that they meet the above criteria.

The fill and backfill should be placed and compacted under the full-time observation and testing of the project geotechnical engineering firm. From a geotechnical perspective, site soils are considered appropriate for reuse onsite, however the environmental consultant should be consulted on suitability as well.

Detailed recommendations for earthwork are provided in Appendix E.

3.5.4 Temporary Excavations

Excavations must comply with the current requirements of OSHA or Cal-OSHA, as applicable. Additionally, all cuts deeper than five feet or any unsupported cut with sloping backfill or surcharge should be sloped or shored. Soils across the site may vary from OSHA Class B to Class C soils, depending on depths and locations. It is our opinion that temporary excavations may be sloped at 1H:1V or flatter. It is the responsibility of the contractor to maintain safe and stable slopes or design and provide shoring during construction. Flatter slopes will be required if clean or loose sandy soils are encountered along the slope face. Steeper cuts may be utilized for excavations less than five feet deep depending on the strength and homogeneity of the soils as observed in the field.

Heavy construction equipment, building materials, excavated soils, and vehicle traffic should not be allowed within 7 feet of the top of excavations.

Based on our review of available subsurface data, it is our opinion that the majority of the proposed excavations can be made using conventional equipment. However, in some

locations, obstructions may be encountered. The fill may include localized areas of boulders and rock fragments.

3.6 FOUNDATIONS

3.6.1 General

Foundation design criteria are highly dependent on the final redesign of the McClymonds High School campus. Based on the two conceptual scenarios of Perkins Eastman as described in the "Project Description" section, we assume that:

- Buildings H, B & A (Auditorium and Library), the Cafeteria and Gymnasium will be maintained, and further analysis of the existing buildings will be conducted by the Structural Engineer for seismic safety.
- Building C (Shop Building) will be demolished, because of seismic concerns, and either rebuilt as a New Classroom/Lab Building or removed altogether.
- Bleachers, due to their current state of deterioration, will also be replaced with either New Bleachers or Grandstand with press box and scoreboard.
- Pool house, which is indicated in the 6/27/2022 draft Bridging Document as "Building aligns with contemporary California Divisions of the State Architect best practices" will remain in place or be removed to make room for new outdoor basketball courts.

3.6.2 Buildings H, B and A (Auditorium and Library)

3.6.2.1 Estimated Pile Capacities

As noted in the "Project Description" section, Buildings H, B and A (Auditorium and Library) were constructed as a single building and are supported by standard step-tapered concrete piles ranging from 16 to 32 feet in length with either 11⅛-inch diameter tip and 1 inch per 8 feet step taper (Pile Type A) or 12⅜-inch diameter tip and 1 inch per 4 feet step taper (Pile Type B). These piles were placed in 28 types of pile caps (P-1 through P-28) with numbers of piles ranging from 1 to 6 in each pile cap.

Downward and upward capacities for the existing piles have been analyzed. Estimated downward pile capacities are presented on Plate 6. Estimated upward pile capacities are presented on Plate 7. The estimated downward and upward pile capacities presented on these plates are ultimate values and do not include any factor of safety.

3.6.2.2 Settlement for Existing Piles

The pile settlement, if loaded to the downward capacities above, is estimated to be about 1 inch. Since the existing piles were previously preloaded under the dead plus live loads, part of the pile settlement estimated above had already occurred. Therefore, the remaining pile settlement in the future would be on the order of ¾ inch. Differential settlement between adjacent pile caps may be up to ⅔ of total settlement.

3.6.2.3 Resistance to Lateral Loads

Lateral capacities for the existing piles (based on fixed-head and free-head conditions and pile head deflections of ¼, ½, ¾ and 1 inch) have been analyzed using the computer program LPILE (Version 2018-10.009, Ensoft, 2018).

These lateral capacities have taken into account group reduction effects based on 3 feet center-to-center spacing as shown on structural drawings by Will G. Corlett Arthur W. Anderson Architects & Engineers, dated 5/29/1951 (i.e. approximately 2.8 to 3.2 times pile diameter, 2.8 to 3.2D), using the P-multipliers recommended in American Association of State Highway and Transportation Officials (AASHTO 2012). For discussion purposes, Row 1 refers to the front row of piles relative to the loading direction and Rows 2, 3 and higher refer to the subsequent row of piles.

The P-multipliers, P_m, from AASHTO 2012 to account for group reduction effects (input in LPILE analyses) are presented in Table 11 below.

TABLE 11

SUMMARY OF P-MULTIPLIERS FOR GROUP REDUCTION EFFECTS

Pile CTC spacing (in the direction of loading)	P-Multipliers, P_m		
	Row 1	Row 2	Row 3 and higher
3D (3 pile diameter)	0.8	0.4	0.3
5D (5 pile diameter)	1.0	0.85	0.7

* P-multipliers for other pile center-to-center spacings can be obtained by linear projection from the p-multipliers at 3D and 5D.

The LPILE analyses results including lateral pile deflection, bending moment and shear force for Pile Types A & B (based on fixed-head and free-head conditions are presented in Table 12. These calculations are ultimate responses of pile to lateral load and do not include any factor of safety.

3.6.2.4 Pile Caps and Grade Beams

Additional lateral resistance will be provided by passive pressure against pile caps and grade beams, and by frictional resistance against the sides of the pile caps and grade beams.

The allowable passive pressure against the face of grade beams and pile should be calculated using equivalent fluid pressure of 300 pounds per cubic foot (pcf). The allowable passive pressure of 300 pcf includes a factor of safety of 1.5 for total loads including wind and seismic. The ultimate passive pressure should be considered as 450 pcf. The ultimate passive pressure can be assumed to be mobilized at a lateral displacement of approximately 6 percent of the thickness of the grade beams or pile caps.

TABLE 12

ESTIMATED LATERAL CAPACITIES & BENDING MOMENTS FOR EXISTING PILES

Fixed-Head Condition (Pile CTC Spacing of 3D)

Pile Type	Row No.	Deflection at Top of Pile (inch)											
		0.25			0.50			0.75			1.00		
		P_t (kips)	M_{max} (in- kips)	Z_{max} (ft)	P_t (kips)	M_{max} (in- kips)	Z_{max} (ft)	P_t (kips)	M_{max} (in- kips)	Z_{max} (ft)	P_t (kips)	M_{max} (in- kips)	Z_{max} (ft)
A	1	22.9	707.1	0.0	27.4	802.3	0.0	29.8	802.6	0.0	31.7	802.6	0.0
	2	14.4	541.9	0.0	19.0	774.0	0.0	20.6	802.4	0.0	21.7	802.6	0.0
	3	11.8	485.1	0.0	15.7	705.6	0.0	17.6	801.1	0.0	18.4	802.5	0.0
B	1	31.1	1154.8	0.0	37.8	1380.4	0.0	40.8	1380.9	0.0	43.3	1380.8	0.0
	2	19.4	881.7	0.0	25.0	1243.0	0.0	27.6	1380.3	0.0	28.8	1380.9	0.0
	3	15.7	777.5	0.0	20.1	1100.6	0.0	22.9	1323.9	0.0	24.1	1380.4	0.0

Fixed-Head Condition (Pile CTC Spacing of 2D)

Pile Type	Row No.	Deflection at Top of Pile (inch)											
		0.25			0.50			0.75			1.00		
		P_t (kips)	M_{max} (in- kips)	Z_{max} (ft)	P_t (kips)	M_{max} (in- kips)	Z_{max} (ft)	P_t (kips)	M_{max} (in- kips)	Z_{max} (ft)	P_t (kips)	M_{max} (in- kips)	Z_{max} (ft)
A	1	21.0	673.7	0.0	25.6	802.3	0.0	27.7	802.6	0.0	29.5	802.6	0.0
	2	8.9	411.1	0.0	11.5	587.9	0.0	13.3	721.8	0.0	14.3	796.5	0.0
	3	5.2	299.6	0.0	6.7	437.8	0.0	7.8	549.1	0.0	8.6	646.3	0.0
B	1	28.4	1098.5	0.0	35.3	1380.3	0.0	38.0	1380.9	0.0	40.2	1380.8	0.0
	2	11.5	648.3	0.0	14.7	928.5	0.0	17.0	1151.7	0.0	18.6	1319.7	0.0
	3	6.8	486.0	0.0	8.9	717.6	0.0	10.3	899.8	0.0	11.5	1059.0	0.0

Notes:

1) P_t = Lateral load at top of piles
2) M_{max} = Maximum bending moment
3) Z_{max} = Depth of maximum bending moment below pile head
4) The lateral pile capacities above have taken into account group reduction effects for pile center-to-center spacing of 2D and 3D (where D = pile diameter). For other pile spacing values, interpolation between 2D and 3D may be conducted.
5) Passive resistance of pile cap not included in the above calculations.
6) The calculations above are ultimate responses of pile to lateral load & do not include any factor of safety.

TABLE 12 (continued)

ESTIMATED LATERAL CAPACITIES & BENDING MOMENTS FOR EXISTING PILES

Free-Head Condition (Pile CTC Spacing of 3D)

Pile Type	Row No.	Deflection at Top of Pile (inch)											
		0.25			0.50			0.75			1.00		
		P_t (kips)	M_{max} (in- kips)	Z_{max} (ft)	P_t (kips)	M_{max} (in- kips)	Z_{max} (ft)	P_t (kips)	M_{max} (in- kips)	Z_{max} (ft)	P_t (kips)	M_{max} (in- kips)	Z_{max} (ft)
A	1	12.1	315.5	4.2	15.9	462.4	4.5	18.7	577.6	4.6	20.9	676.5	4.8
	2	7.5	237.7	4.8	9.8	346.8	5.3	11.5	432.0	5.6	12.9	505.5	5.8
	3	6.1	209.0	5.1	8.0	306.8	5.6	9.4	383.1	5.9	10.5	447.2	6.1
B	1	16.1	471.1	4.6	21.0	676.7	5.0	24.5	836.5	5.3	27.3	973.9	5.4
	2	9.9	349.4	5.4	12,9	503.2	5.9	15.0	618.1	6.2	16.5	707.0	6.4
	3	8.0	302.3	5.8	10.4	436.9	6.2	11.9	520.9	6.4	12.9	581.5	6.6

Free-Head Condition (Pile CTC Spacing of 2D)

Pile Type	Row No.	Deflection at Top of Pile (inch)											
		0.25			0.50			0.75			1.00		
		P_t (kips)	M_{max} (in- kips)	Z_{max} (ft)	P_t (kips)	M_{max} (in- kips)	Z_{max} (ft)	P_t (kips)	M_{max} (in- kips)	Z_{max} (ft)	P_t (kips)	M_{max} (in- kips)	Z_{max} (ft)
A	1	11.0	299.1	4.3	14.5	438.0	4.6	17.0	546.6	4.8	19.1	639.9	5.0
	2	4.5	171.3	5.6	6.0	257.0	6.2	6.9	313.2	6.4	7.6	353.8	6.6
	3	2.7	118.5	6.4	3.3	157.5	6.6	3.6	178.5	6.7	3.8	192.6	6.6
B	1	14.7	445.1	4.8	19.1	639.0	5.3	22.3	790.2	5.4	24.9	919.5	5.6
	2	5.8	242.9	6.2	7.4	330.5	6.6	8.2	377.6	6.6	8.7	411.5	6.7
	3	3.1	142.3	6.6	3.7	174.7	6.7	3.9	192.6	6.6	4.1	204.4	6.6

Notes:

1) P_t = Lateral load at top of piles
2) M_{max} = Maximum bending moment
3) Z_{max} = Depth of maximum bending moment below pile head
4) The lateral pile capacities above have taken into account group reduction effects for pile center-to-center spacing of 2D and 3D (where D = pile diameter). For other pile spacing values, interpolation between 2D and 3D may be conducted.
5) Passive resistance of pile cap not included in the above calculations.
6) The calculations above are ultimate responses of pile to lateral load & do not include any factor of safety.

Friction along the sides of the pile caps (and side walls parallel to the direction of loading) may be used in combination with the above passive resistance. The frictional resistance can be estimated by using an allowable coefficient of friction of 0.30 that includes a factor of safety of 1.5. The upper 1 foot should be neglected if the ground surface is not confined by slabs or pavement.

Friction along the bottom of pile caps and pile-supported structures should not be used in lateral resistance calculations. Because of the relatively high stiffness of the pile, little if any downward load would be available to mobilize friction against the bottom of the pile caps and pile-supported structures. Furthermore, the contact between the structure and soil will be lost after occurrence of seismically-induced settlement.

3.6.2.5 Side Friction on Basement Walls

The friction between the exterior faces of basement walls and the backfill or in-situ soil may be added to the weight of the building structure as well as the pile uplift capacities presented in the “Estimated Pile Capacities” section above. The frictional resistance can be estimated by using an allowable coefficient of friction of 0.30 that includes a factor of safety of 1.5.

3.6.2.6 Micropiles

The installation of micropiles is one of the alternatives to supplement the capacities of the existing piles, if needed. The capacities of micropiles will depend on the specific type of micropiles selected by the contractor and the locations of the micropiles to be installed. It is recommended that a design/build approach be considered for the micropile contractor to select the micropile construction process and equipment to meet the performance specification based on micropile design loads. If the addition of micropiles is found necessary and when their needs (such as locations and load demands) are defined, we can provide more specific geotechnical recommendations upon request. On a preliminary basis, we suggest consideration of the following:

- Type B micropiles as defined in the Federal Highway Administration (FHWA) Micropile Design and Construction Reference Manual dated December 2005 (i.e.

pressure grouting through the casing as the casing is withdrawn within the bond zone); and

- At least 8-inch diameter micropiles installed at the lowest floor or basement.

To verify the as-built load-carrying capacity, 5 percent of the production micropiles should be proof loaded to 150 percent of the design load. The load test schedule and acceptance criteria should be determined by the contractor and submitted for review by the project geotechnical engineer. The load testing should be performed under the observation of the project geotechnical engineer.

Micropiles should be spaced at least three times the pile diameter center to center. Group reduction effects should be taken into account, if the micropiles are spaced closer than six times the pile diameter center to center. When the locations and layout of the micropiles are known, we can provide recommendations on lateral pile group reduction effects (if applicable) upon request.

3.6.3 Cafeteria Building

As noted in the “Project Description” section, the Cafeteria Building is supported by shallow foundations including 4’-2” square spread footings and 16-inch to 19-inch wide strip footings. Based on our review of the 1951 structural drawings (Foundation Plan – South), the bearing of these footings were not to exceed 2,500 psf, which may be assumed for design as allowable bearing pressure based on a factor of safety of 2 for dead-plus-live loads. This value can be increased by one-third, based on a factor of safety of 1.5 for total loads, including wind and seismic.

Lateral resistance can be obtained from passive pressure acting against foundations and grade beams. The allowable passive pressure acting against the vertical faces of shallow footings and grade beams should be calculated using equivalent fluid pressure of 300 pcf. The allowable passive pressure of 300 pcf includes a factor of safety of 1.5. The ultimate passive pressure should be considered as 450 pcf. Friction along the base of foundations and grade beams may be used in combination with the passive pressure. The frictional resistance can be estimated by using an allowable coefficient of friction of

0.30 that includes a factor of safety of 1.5. The upper 1 foot of soils should be neglected when calculating passive resistance to lateral loads, if the outside ground surface is not confined by slabs or pavement.

3.6.4 Gymnasium

As noted in the “Project Description” section, the Gymnasium is supported by cast-in-place bored caissons ranging in length from 4’-8” to 6’-8”, shaft diameter from 2’-4” to 3’-4”, and bell diameter from none (straight-shaft) to 6’-6”. Based on our review of the 1957 structural drawings (Sheet No. S-1), the bearing of these caissons were not to exceed 5,000 psf dead plus live loads, which may be assumed for design as allowable bearing pressure (on the bottom of caissons) based on a factor of safety of 2 for dead-plus-live loads. This value can be increased by one-third, based on a factor of safety of 1.5 for total loads, including wind and seismic. For these shallow caissons, the skin friction resistance mobilized along the shaft would be limited and should be conservatively ignored.

Lateral resistance can be obtained from passive pressure acting against the shaft of caissons (over two shaft diameters). The allowable passive pressure acting against the shaft of caissons should be calculated using equivalent fluid pressure of 300 pcf. The allowable passive pressure of 300 pcf includes a factor of safety of 1.5. The ultimate passive pressure should be considered as 450 pcf.

3.6.5 Building C (Shop Building) and Bleachers (Viewing Stand)

As noted in the “Project Description” section, the Shop Building will be demolished and either rebuilt as a New Classroom/Lab Building or removed altogether; whereas, the Bleachers will be replaced either with new bleachers or grandstand with press box and scoreboard. Foundation recommendations for these two project elements are predicated on their design schemes and structural loads. When this prerequisite information is available, AGS can provide project-specific geotechnical recommendations upon request.

3.6.6 Pool House

As noted in the “Project Description” section, the Pool House is supported by shallow foundations consisting of 18-inch wide strip footings. Based on our review of the 1977 structural drawings (Sheet No. S-1), these footings were designed for allowable soil pressures of 2,000 psf for dead loads and 3,000 psf for total design loads, including wind or seismic. For dead-plus-live loads, an allowable bearing pressure of 2,500 psf may be assumed, based on a factor of safety of 2. This value can be increased by one-third, based on a factor of safety of 1.5 for total loads, including wind and seismic.

Lateral resistance can be obtained from passive pressure acting against foundations and grade beams. The allowable passive pressure acting against the vertical faces of shallow footings and grade beams should be calculated using equivalent fluid pressure of 300 pcf. The allowable passive pressure of 300 pcf includes a factor of safety of 1.5. The ultimate passive pressure should be considered as 450 pcf. Friction along the base of foundations and grade beams may be used in combination with the passive pressure. The frictional resistance can be estimated by using an allowable coefficient of friction of 0.30 that includes a factor of safety of 1.5. The upper 1 foot of soils should be neglected when calculating passive resistance to lateral loads, if the outside ground surface is not confined by slabs or pavement.

3.7 LATERAL EARTH PRESSURE ON BASEMENT WALLS

As noted in the “Project Description” section, there are basements at Building H and Building A (Auditorium and Library). The basement at Building H is a partial basement with height only up to approximately 4 feet. The large basement level at Building A (Auditorium and Library) is currently used for storage and mechanical systems. It also serves as a plenum for the Auditorium.

The basement walls are below-grade retaining walls. For static condition, the basement walls should be designed to resist at-rest earth pressure of 65 pcf. This recommended lateral earth pressure does not include any surcharges. Therefore, the designer should include the appropriate surcharge loads to the basement wall design.

Seismic lateral earth pressures should be considered for basement walls supporting more than 6 feet of backfill height. Basement walls with backfill height more than 6 feet should be designed for the more critical of the following 2 conditions:

- at-rest (65 pcf triangular distribution); or
- active (50 pcf triangular distribution) + seismic (28H uniform rectangular distribution); where H is the height of retained soil.

These criteria are based on fully drained conditions. If drained conditions are not possible, then hydrostatic pressure (62.4 pcf triangular distribution) must be included in the design of the wall. To protect against seepage through walls from transient water flows, all below-grade walls should be waterproofed, with water stops at all construction joints.

3.8 PAVEMENTS

AGS understands that the proposed project may include new pavements for moving parking out of campus core. The near surface materials encountered in exploratory borings are generally cohesive in nature. Based on our Borings B-1, B-3, B-5 and B-6 drilled at the paved areas, the existing pavement generally consists of approximately 2 to 3 inches of asphalt concrete over 3 to 4 inches of aggregate base.

Pavement analyses have been performed based on R-value of 5 and the latest Caltrans Flexible Pavement Design Method with Traffic Index (TI) ranging from 5 to 7 as presented in Table 13. Compaction of the pavement components should be to at least 95 percent relative compaction, in accordance with the ASTM D 1557-12 procedure.

TABLE 13

FLEXIBLE PAVEMENT RECOMMENDATIONS

Traffic Index (TI)	Asphalt Concrete (inches)	Aggregate Base Class II (inches)
5.0	3	10
5.5	3	12
6.0	4	12
6.5	4	14
7.0	4	16

Notes: Caltrans Highway Design Manual, Chapter 630:
GE = Gravel Equivalent for Pavement Section;
AB = Aggregate Base (Min.R-Value = 78);
AC = Hot Mix Asphalt Concrete;
Factor of safety included. Section thickness rounded to the nearest inch. Aggregate subbase or recycled baserock meeting CALTRANS subbase requirements could be substituted for CALTRANS Class 2 AB using a GE factor of 1.1 times that of AB for a slightly thicker section.

The uppermost 9 inches of all pavement subgrade soils should be moisture conditioned to near optimum moisture content and recompacted to at least 95 percent relative compaction (as determined by ASTM D1557-12) to provide a smooth, unyielding surface.

The Class 2 aggregate base should be placed in thin lifts in a manner to prevent segregation; uniformly moisture conditioned; and compacted to at least 95 percent relative compaction to provide a smooth, unyielding surface.

3.9 CONSTRUCTION CONSIDERATIONS

Although the information in this report is primarily intended for the design engineers, data from the borings and CPTs will also be useful to the contractors. However, it is the responsibility of the bidders and contractors to evaluate soil and groundwater conditions independently and to develop their own conclusions and designs regarding excavation, grading, foundation construction, and other construction or safety aspects.

The geotechnical engineer should review project plans and specifications prior to construction to ascertain that the geotechnical aspects of the project are consistent with the intent of the recommendations presented herein. The geotechnical engineer or his representative should observe the following items and perform required tests during the construction:

- Site preparation, excavations and earthwork;
- Footing subgrade;
- Deep foundation installation;
- Structural slab and slab-on-grade construction; and
- Placement of bedding material, fill and backfill.

Extreme care should be exercised by the contractor to avoid excessive deflections of the existing structures due to excavation and foundation installation.

During the construction activities, AGS should monitor and observe excavations and other subsurface disturbances, as well as the handling and stockpiling of soils and other wastes generated, to ensure worker safety practices follow appropriate health and safety provisions, and waste handling practices follow proper waste management policies that reflect existing conditions. It should be noted that the environmental aspects of this project are beyond the scope of AGS.

4.0 CLOSURE

This report has been prepared in accordance with generally accepted professional geotechnical engineering practice for the exclusive use of Oakland Unified School District for the proposed McClymonds High School modernization project in Oakland, California. No other warranty, expressed or implied, is made.

The analyses and recommendations submitted in this report are based upon the data obtained from six (6) borings and six (6) CPTs performed for this project, as well as available geotechnical data from previous studies. The nature and extent of variations within the project site may not become evident until construction. In the event variations occur it will be necessary to re-evaluate the recommendations of this report.

It is the responsibility of the owner or its representative to ensure that the applicable provisions of this report are incorporated into the plans and specifications and that the necessary steps are taken to see that the contractor carry out such provisions.

It is recommended that the geotechnical engineer be provided the opportunity for a general review of final design plans and specifications in order to check that geotechnical recommendations are properly interpreted and implemented in those documents.

Respectfully submitted,

AGS, Inc.

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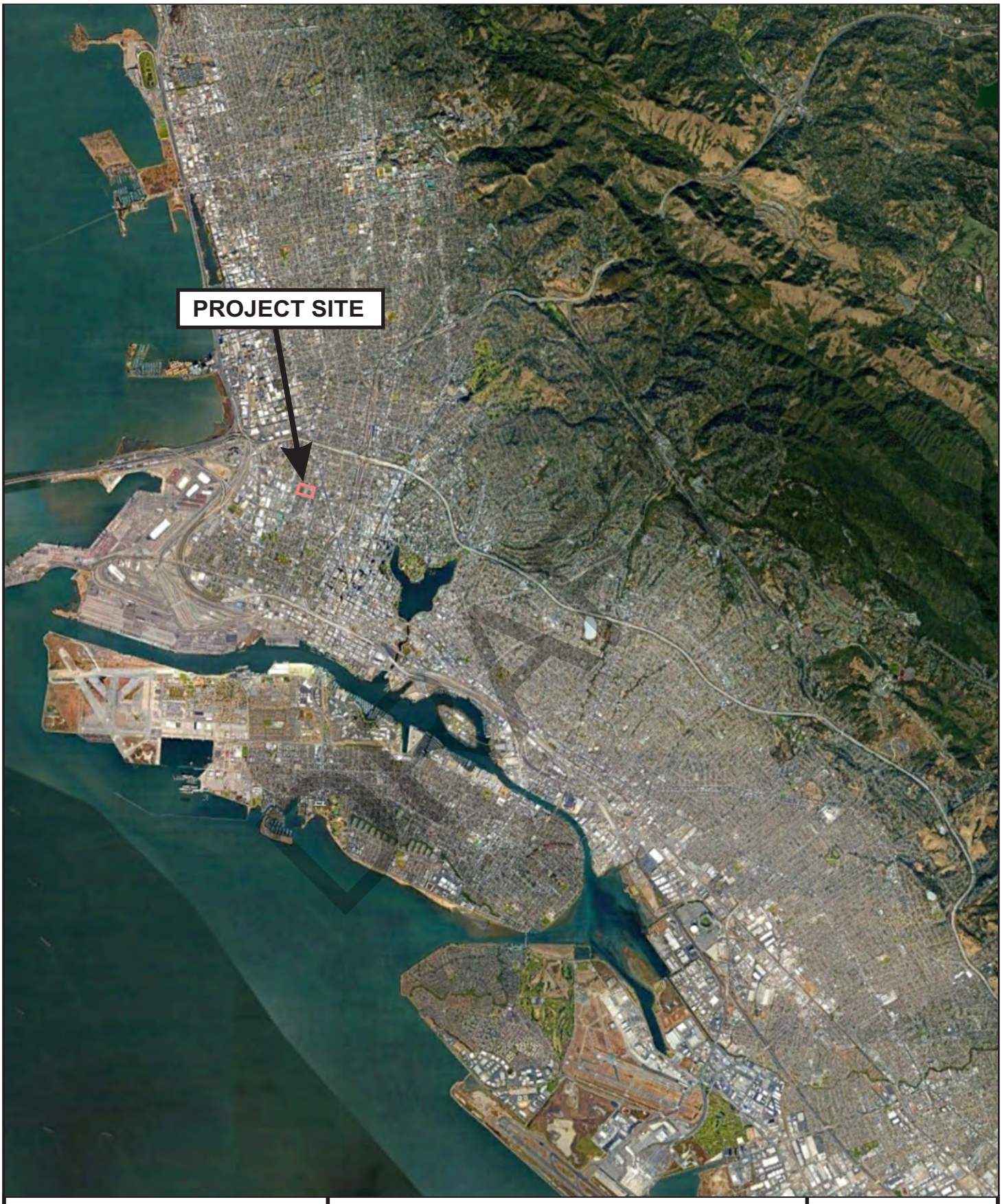
PLATES



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SITE VICINITY MAP

MCCLYMONDS HIGH SCHOOL
MODERNIZATION PROJECT
OAKLAND, CA

AGS

Job No. AGS-21-027	Date: SEP 2022	PLATE 1

LEGEND

- B-6 — Approximate Boring Location (AGS, 2022)
- CPT-6 — Approximate CPT Location (AGS, 2022)
- A — A' — Geologic Cross-Section
- FB-5 — Approximate Boring Location (Fugro, 2010)
- OAK061 — Approximate CPT Location (USGS, 1999)

0 50 100 200 ft

APPROXIMATE SCALE

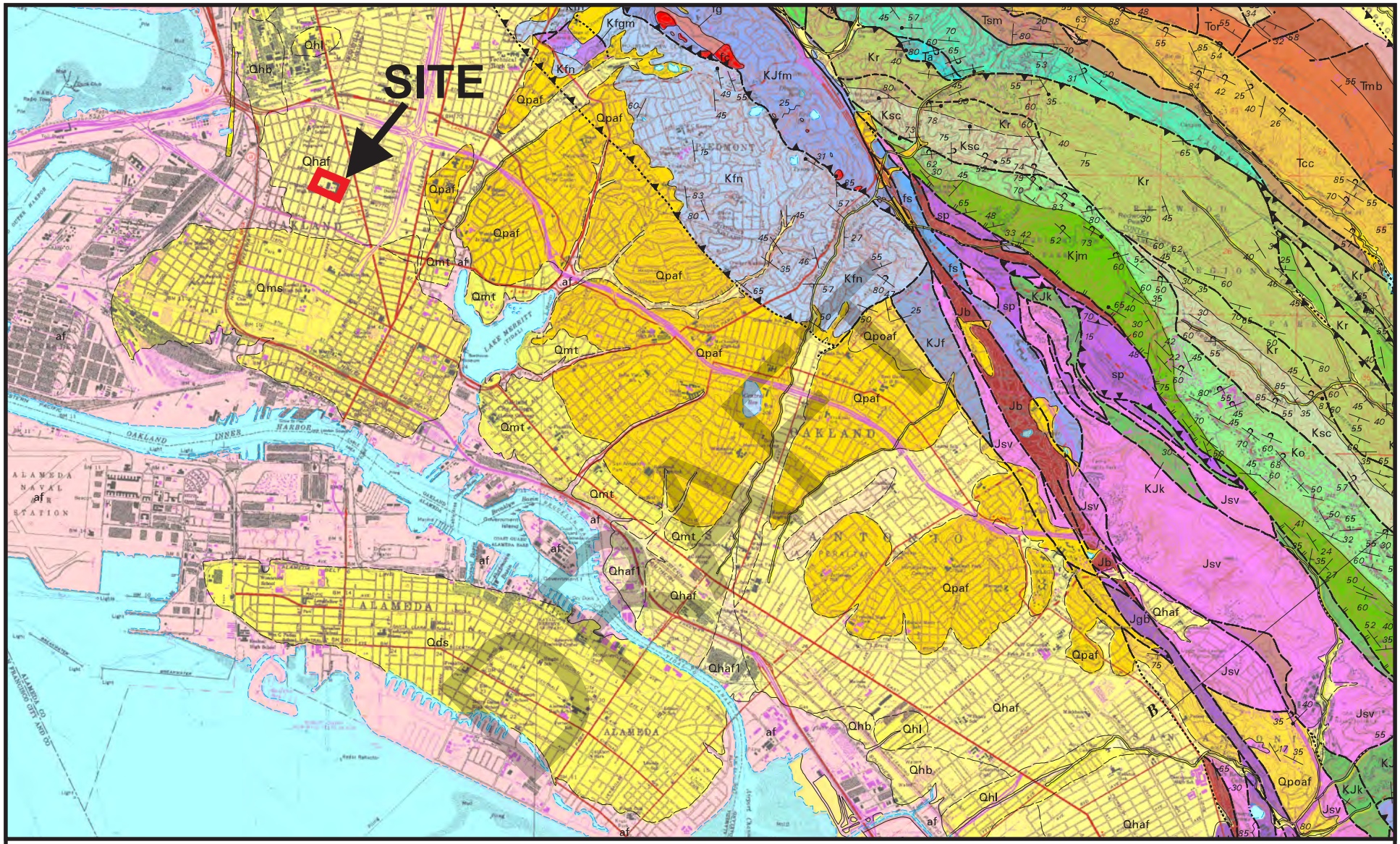
N

SITE PLAN

MCCLYMONDS HIGH SCHOOL
MODERNIZATION PROJECT
OAKLAND, CALIFORNIA

AGS

JOB NO. AGS-21-027	DATE: SEP 2022	PLATE 2



Source: R.W. Graymer 2000, Geologic Map and Map Database of the Oakland Metropolitan Area, Alameda, Contra Costa, and San Francisco Counties, California (USGS MF-2342).

0.5 0 0.5 1.0 mi

Approximate Scale

REGIONAL GEOLOGIC MAP

MCCLYMONDS HIGH SCHOOL
MODERNIZATION PROJECT
OAKLAND, CA

AGS

JOB NO. AGS-21-027	DATE: SEP 2022	PLATE 3A

MAP SYMBOLS

- 35 — Strike and dip of bedding
- 48 — Strike and dip of bedding, top indicator observed
- 60 — Strike and dip of bedding, approximate
- 83 — Overturned bedding
- 79 — Overturned bedding, top indicator observed
- Horizontal bedding
- Vertical bedding
- Vertical bedding, top indicator observed
- 35 — Strike and dip of foliation
- Vertical foliation
- 35 — Strike and dip of joints

- **Contact**-- Depositional or intrusive contact, dashed where approximately located, dotted where concealed
- **Fault**-- Dashed where approximately located, small dashes where inferred, dotted where concealed, queried where location is uncertain.
- **Reverse or thrust fault**-- Dashed where approximately located, dotted where concealed
- **Normal fault**-- Dashed where approximately located, dotted where concealed
- **Anticline**-- Shows fold axis, dashed where approximately located, dotted where concealed
- **Syncline**

GEOLOGIC UNITS

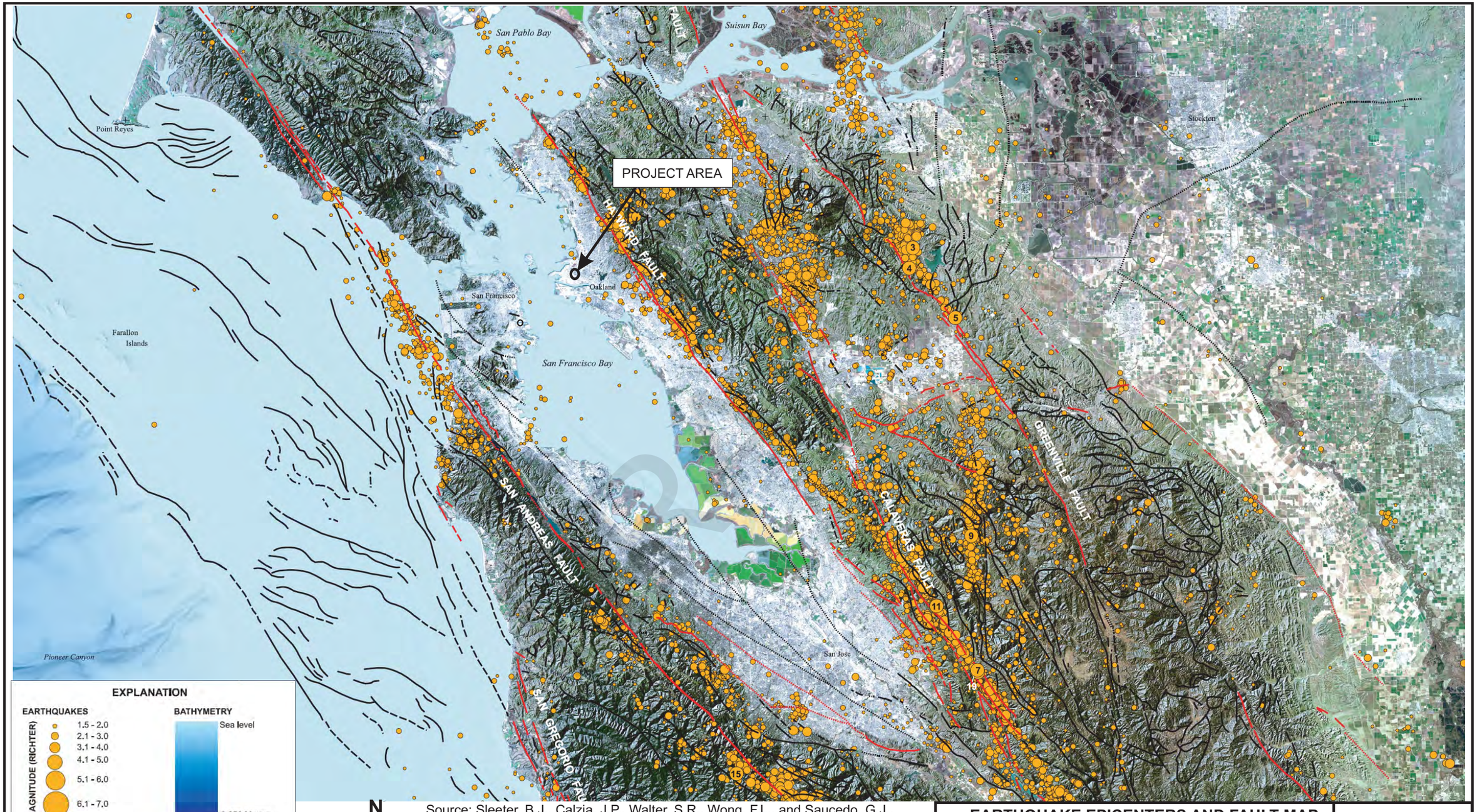
af	Artificial fill (Historic)
Qhaf1	Younger alluvial fan deposits (Holocene)
Qhaf	Alluvial fan and fluvial deposits (Holocene)
Qhb	Basin deposits (Holocene)
Qhl	Natural levee deposits (Holocene)
Kr	Redwood Canyon Formation (Late Cretaceous, Campanian)
Tmb	Moraga Formation (late Miocene)
Tor	Orinda Formation (late Miocene)
Tcc	Claremont chert (late to middle Miocene)
Tsm	Unnamed glauconitic mudstone (Miocene and Oligocene (?))
KJf	Undivided Franciscan complex rocks (Cretaceous and Jurassic)
sp	Serpentinite
Jb	Massive basalt and diabase
Kfn	Sandstone of the Novato Quarry terrane of Blake and others (1984) (Late Cretaceous)
Qms	Merrit sand (Holocene and Pleistocene)
Qds	Dune sand (Holocene and Pleistocene)
Qmt	Marine terrace deposits (Pleistocene)
Qpaf	Alluvial fan and fluvial deposits (Pleistocene)
Qpoaf	Older alluvial fan deposits (Pleistocene)
Ksc	Shephard Creek Formation (Late Cretaceous, Campanian)
Kjm	Joaquin Miller Formation (Late Cretaceous, Cenomanian)
KJk	Knoxville Formation (Early Cretaceous and Late Jurassic)
Kfgm	Fine-grained quartz diorite (Late Cretaceous (?))
Jsv	Keratophyre and quartz keratophyre (Late Jurassic)
Jgb	Gabbro
fc	Chert blocks
fg	Greenstone blocks
KJfm	Franciscan complex, mélange (Cretaceous Late Jurassic), includes mapped locally: Graywacke and meta-graywacke blocks

GEOLOGIC MAP - EXPLANATION

MCCLYMONDS HIGH SCHOOL
MODERNIZATION PROJECT
OAKLAND, CA

AGS

JOB NO. AGS-21-027	DATE: SEP 2022	PLATE 3B



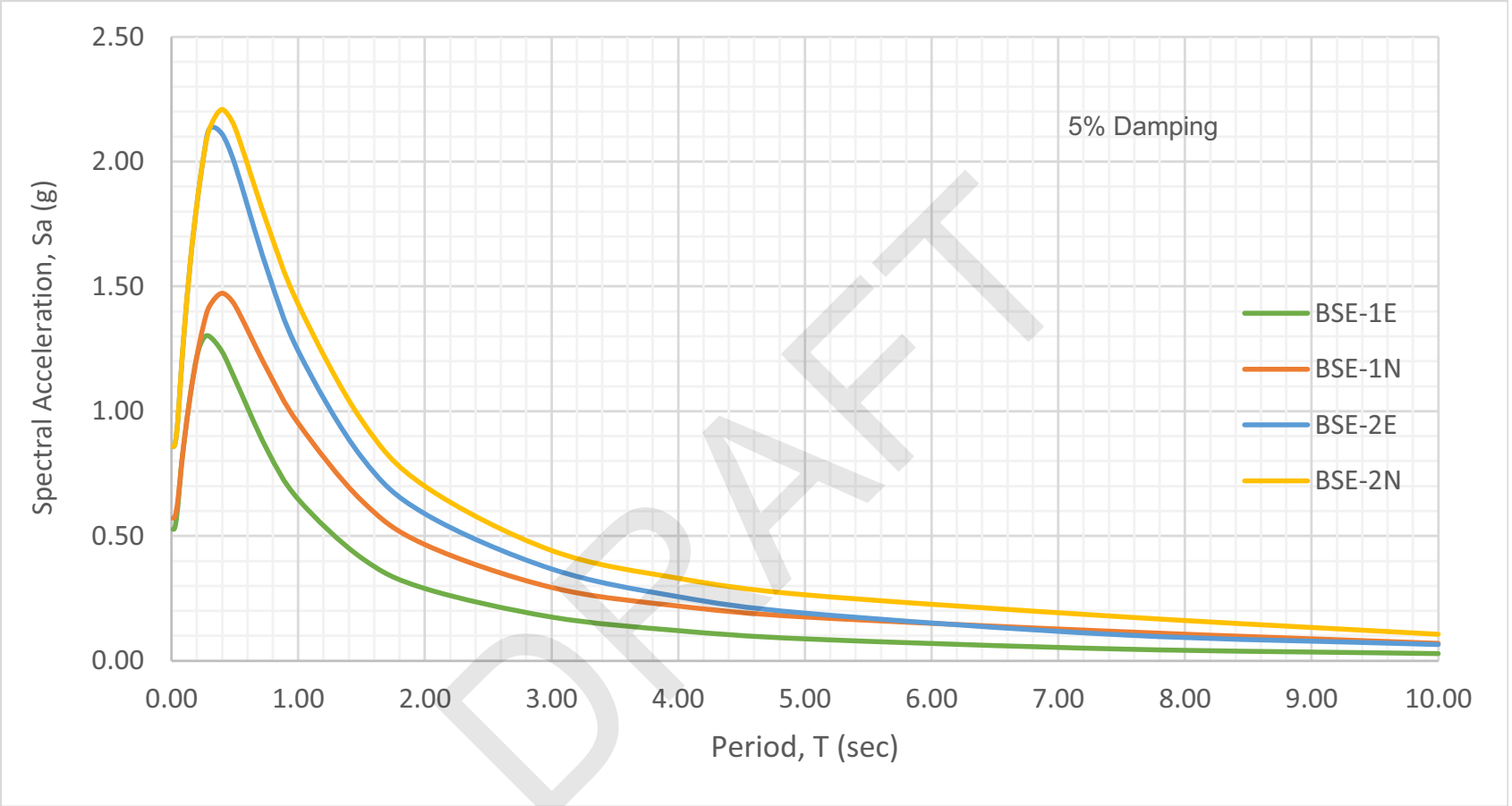
Source: Sleeter, B.J., Calzia, J.P., Walter, S.R., Wong, F.L., and Saucedo, G.J., 2004, Earthquakes and Faults in the San Francisco Bay Area 1970 to 2003.

EARTHQUAKE EPICENTERS AND FAULT MAP

MCCLYMONDS HIGH SCHOOL
MODERNIZATION PROJECT
OAKLAND, CA

AGS

JOB NO. AGS-21-027	DATE: SEP 2022	PLATE 4



AGS

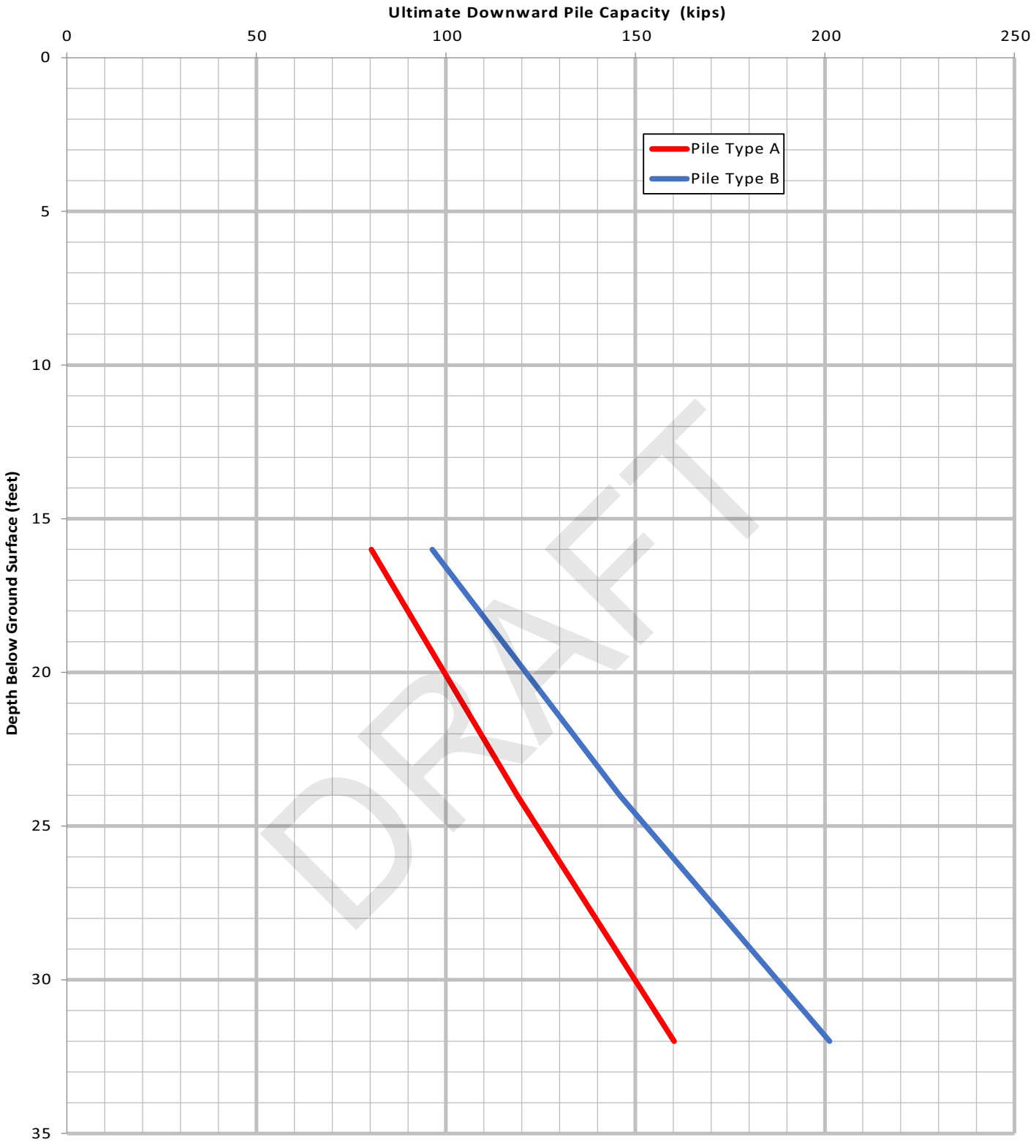
RECOMMENDED RESPONSE SPECTRA
MCCLYMONDS HIGH SCHOOL
MODERNIZATION PROJECT
OAKLAND, CALIFORNIA

JOB NO.: AGS-21-027

DATE: SEP 2022

Plate No.:

5



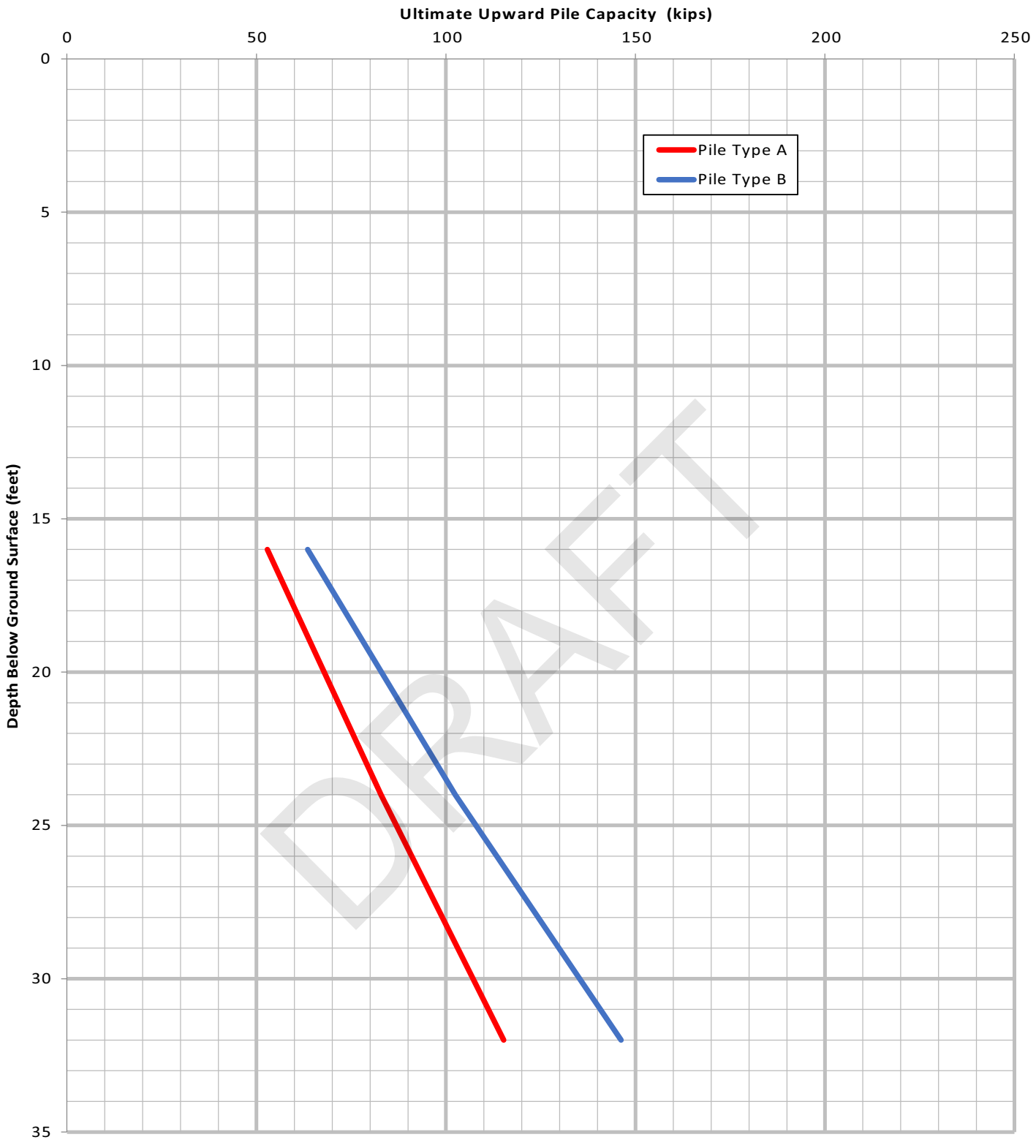
Notes:
1. The estimated pile capacities presented above are ultimate values and do not include any factor of safety.
2. Pile strength should be checked by Structural Engineer.

ESTIMATED DOWNWARD PILE CAPACITIES

MCCLYMONDS HIGH SCHOOL
MODERNIZATION PROJECT
OAKLAND, CA

AGS

JOB NO. AGS-21-027	DATE: SEP 2022	PLATE 6



Notes:
1. The estimated pile capacities presented above are ultimate values and do not include any factor of safety.
2. Pile strength should be checked by Structural Engineer.

ESTIMATED UPWARD PILE CAPACITIES

MCCLYMONDS HIGH SCHOOL
MODERNIZATION PROJECT
OAKLAND, CA

AGS

JOB NO. AGS-21-027	DATE: SEP 2022	PLATE 7

APPENDIX A

AGS AND PREVIOUS BORING LOGS

LOG OF BORING B-1

DRILLING DATE: 7/20/22
DRILLING METHOD: Hollow Stem
DRILL RIG TYPE: Mobile B53 - Blue (*61% enegry ratio)
HAMMER TYPE: Downhole Hammer (140-lb) falling 30 in*

SURFACE ELEVATION: 20.0 ft
DATUM: NAVD 88
LOGGED BY: CG
CHECKED BY: JF

AGS

DEPTH (FEET)	SAMPLE TYPE	SAMPLE NO.	BLOW COUNT	GRAPHIC LOG	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	ADDITIONAL TESTS
					ASPHALT CONCRETE, 2 inches thick					
					AGGREGATE BASE, 4 inches thick					CV
		1	5 3 3		**SILTY, CLAYEY SAND (SC-SM)**, black, dry, smells organic [FILL]					
					LEAN CLAY with Sand (CL), olive gray, moist, very stiff, with fine sand, trace sub-angular gravel [SAN ANTONIO FORMATION]					
5		2	4 7 10				19	45	30	WA (82)
10		3	6 8 12		- as above					
15		4	4 4 6		- as above with brown staining ▽ - groundwater at 16.10'					
20		5	10 17 20		**SAND with SILT and GRAVEL (SW-SM)**, yellowish brown, wet, dense, well-graded sand, little clay, trace subangular gravel [SAN ANTONIO FORMATION]					
		6	17 16 15		- as above				NP	SA (7)
25		7	7 9 12		**LEAN CLAY (CL)**, yellowish brown, moist, stiff, trace fine sub-rounded coarse sand [SAN ANTONIO FORMATION]					
					FAT CLAY (CH) yellowish brown, moist, stiff, trace fine sub-rounded coarse sand [SAN ANTONIO FORMATION]					
30		8	5 6							

LOG OF BORING B-1

DRILLING DATE: 7/20/22
DRILLING METHOD: Hollow Stem
DRILL RIG TYPE: Mobile B53 - Blue (*61% enegry ratio)
HAMMER TYPE: Downhole Hammer (140-lb) falling 30 in*

SURFACE ELEVATION: 20.0 ft
DATUM: NAVD 88
LOGGED BY: CG
CHECKED BY: JF

AGS

DEPTH (FEET)	SAMPLE TYPE	SAMPLE NO.	BLOW COUNT	GRAPHIC LOG	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	ADDITIONAL TESTS
			9		**FAT CLAY (CH)** continues, yellowish brown, moist, stiff, trace fine sub-rounded coarse sand [SAN ANTONIO FORMATION]					
		9	6 7 8							
35					Total depth 33.5 feet below ground surface. Backfilled with neat cement grout and topped with quick set concrete. Groundwater depth measured at 16.10 feet.					
40										
45										
50										
55										
60										

LOG OF BORING B-2

DRILLING DATE: 7/20/22
DRILLING METHOD: Hollow Stem
DRILL RIG TYPE: Mobile B53 - Blue (*61% enegry ratio)
HAMMER TYPE: Downhole Hammer (140-lb) falling 30 in*

SURFACE ELEVATION: 21.5 ft
DATUM: NAVD 88
LOGGED BY: CG
CHECKED BY: JF

AGS

DEPTH (FEET)	SAMPLE TYPE	SAMPLE NO.	BLOW COUNT	GRAPHIC LOG	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	ADDITIONAL TESTS
					GRASS, 2 inches, thick					
		B			**SILTY, CLAYEY SAND with WELL-GRADED GRAVEL (SC-SM)**, dark grayish-brown, sub-anguar gravel [FILL]					
		1	6 10 15		**SILTY, SANDY CLAY (CL)** , olive gray, dry, very stiff, little to some fine sand and silt, trace organic material [SAN ANTONIO FORMATION]					
5		2	7 9 13		- becomes yellowish brown, trace of sub-rounded gravel					CV
10		3A B	22 24 19		**SAND with LEAN CLAY and GRAVEL (SW-SC)**, brown, dense, dry, medium & coarse grained sand, some fine sub-angular gravel [SAN ANTONIO FORMATION]			33	14	SA (10)
		4	16 12 15		▽ - groundwater at 14.1'					
15		5	11 6 8		**LEAN CLAY (CL)**, yellowish brown, moist, stiff, trace fine sub-angular gravel with fines [SAN ANTONIO FORMATION]					
20										
		6	3 6 9		**SILTY, CLAYEY SAND (SC-SM)**, yellowish-brown, trace of sub-angular gravel **FAT CLAY with SAND (CH)** , yellowish brown, moist, stiff, little sand [SAN ANTONIO FORMATION]					
25										
		7	7 10 9							
30										

LOG OF BORING B-2

DRILLING DATE: 7/20/22
DRILLING METHOD: Hollow Stem
DRILL RIG TYPE: Mobile B53 - Blue (*61% enegry ratio)
HAMMER TYPE: Downhole Hammer (140-lb) falling 30 in*

SURFACE ELEVATION: 21.5 ft
DATUM: NAVD 88
LOGGED BY: CG
CHECKED BY: JF

AGS

DEPTH (FEET)	SAMPLE TYPE	SAMPLE NO.	BLOW COUNT	GRAPHIC LOG	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	ADDITIONAL TESTS
35		8	4 5 9		**FAT CLAY with SAND (CH)** , continues, yellowish-brown, wet, stiff, fine sand, little silt and clay fines [SAN ANTONIO FORMATION]					
40		9	5 7 20		**SILTY, CLAYEY SAND (SC-SM)**, yellowish brown, wet, medium dense, fine sand, little silt and clay fines [SAN ANTONIO FORMATION]				NP	
45		10	5 7 10		**LEAN CLAY with SAND (CL)**, yellowish brown, stiff, little sand [SAN ANTONIO FORMATION]					
50		11	5 7 9		- becomes grayish-brown, marine organism shell & fragments					
55		12	5 6 8		**FAT CLAY (CH)**, grayish-green, stiff [ALAMEDA FORMATION]					
60										

LOG OF BORING B-2

DRILLING DATE: 7/20/22
DRILLING METHOD: Hollow Stem
DRILL RIG TYPE: Mobile B53 - Blue (*61% enegry ratio)
HAMMER TYPE: Downhole Hammer (140-lb) falling 30 in*

SURFACE ELEVATION: 21.5 ft
DATUM: NAVD 88
LOGGED BY: CG
CHECKED BY: JF

AGS

DEPTH (FEET)	SAMPLE TYPE	SAMPLE NO.	BLOW COUNT	GRAPHIC LOG	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	ADDITIONAL TESTS
					FAT CLAY (CH), continues, grayish-green, stiff [ALAMEDA FORMATION]					
		13	22 30 36		**CLAYEY SAND with GRAVEL (SC)**, very dark grayish-green, moist, very dense, fine and coarse chert & serpentine gravel (sub-angular to sub-rounded) [ALAMEDA FORMATION]					
65										
70		14	25 50/ 6"							
					Total depth 71.5 feet below ground surface. Backfilled with neat cement grout and topped with quick set concrete. Groundwater depth measured at 14.10 feet.					
75										
80										
85										
90										

LOG OF BORING B-3

DRILLING DATE: 7/19/22
DRILLING METHOD: Mud Rotary
DRILL RIG TYPE: Mobile B53 - Blue (*96% enegry ratio)
HAMMER TYPE: Auto Hammer (140-lb) falling 30 in*

SURFACE ELEVATION: 23.5 ft
DATUM: NAVD 88
LOGGED BY: CG
CHECKED BY: JF

AGS

DEPTH (FEET)	SAMPLE TYPE	SAMPLE NO.	BLOW COUNT	GRAPHIC LOG	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	ADDITIONAL TESTS
					ASPHALT CONCRETE, 3 inches thick					
					AGGREGATE BASE, 3 inches thick					CV
		1	2 2 3		**SILTY, CLAYEY SAND with WELL-GRADED GRAVEL (SC-SM)**, very dark grayish-brown, sub-anguar gravel [FILL]					
					LEAN CLAY with SAND (CL), brownish-gray, stiff, fine sand, some trace sub-angular gravel [SAN ANTONIO FORMATION]					
5		2	4 6 8		- becomes dark grayish-brown, moist - becomes dark gray		18	40	24	WA (83)
10		3A B	5 8 12		- as above	109	20			TX (4.0)
15		4	4 6 5		**LEAN CLAY (CL)**, light yellowish brown, slightly moist, very stiff, few fine to coarse sand [SAN ANTONIO FORMATION]					
20		5	3 4 5		**FAT CLAY (CH)**, yellowish brown, stiff, few fines [SAN ANTONIO FORMATION]					
25		6	4 6 6		**LEAN CLAY with SAND (CL)**, yellowish brown, stiff, moist, little fine sand, trace sub-angular gravel [SAN ANTONIO FORMATION]					
30										

LOG OF BORING B-3

DRILLING DATE: 7/19/22
DRILLING METHOD: Mud Rotary
DRILL RIG TYPE: Mobile B53 - Blue (*96% enegry ratio)
HAMMER TYPE: Auto Hammer (140-lb) falling 30 in*

SURFACE ELEVATION: 23.5 ft
DATUM: NAVD 88
LOGGED BY: CG
CHECKED BY: JF

AGS

DEPTH (FEET)	SAMPLE TYPE	SAMPLE NO.	BLOW COUNT	GRAPHIC LOG	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	ADDITIONAL TESTS
		7	4 5 6		**LEAN CLAY with SAND (CL)** continues, dark yellowish brown, stiff, moist, little fine sand, trace sub-angular gravel [SAN ANTONIO FORMATION]					
		8	4 5 5		-changed to olive brown					
35					Total depth 34.5 feet below ground surface. Backfilled with neat cement grout and topped with quick set concrete. No ground water table reading.					
40										
45										
50										
55										
60										

LOG OF BORING B-4

DRILLING DATE: 7/20/22
DRILLING METHOD: Hollow Stem
DRILL RIG TYPE: Mobile B53 - Blue (*61% enegry ratio)
HAMMER TYPE: Downhole Hammer (140-lb) falling 30 in*

SURFACE ELEVATION: 21.0 ft
DATUM: NAVD 88
LOGGED BY: CG
CHECKED BY: JF

AGS

DEPTH (FEET)	SAMPLE TYPE	SAMPLE NO.	BLOW COUNT	GRAPHIC LOG	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	ADDITIONAL TESTS
					GRASS, 2 inches thick					
		B			**SILTY-CLAYEY SAND (SC-SM)**, olive gray, very stiff, some well-graded gravel (angular), some sand [FILL]					
		1	5 6 5		**LEAN CLAY (CL)**, olive gray, stiff, some fine sand, trace fine sub-angular gravel [SAN ANTONIO FORMATION]					
5		2	6 10 12		- becomes olive gray, very stiff					
10		3A B	8 10 14			111	19			TX (3.0)
		4	4 7 9		▽ - becomes yellowish brown, wet					
15		5	7 9 11		- as above					
20		6	4 4 5		**FAT CLAY (CH)**, dark yellowish brown, stiff [SAN ANTONIO FORMATION]					
25		7	7 8 9							
		8	12 22 28		**CLAYEY SAND with GRAVEL (SC)**, dark yellowish brown, moist, dense, medium-grained sand, little fine sub-angular gravel [SAN ANTONIO FORMATION]					
30										

LOG OF BORING B-4

DRILLING DATE: 7/20/22
DRILLING METHOD: Hollow Stem
DRILL RIG TYPE: Mobile B53 - Blue (*61% enegry ratio)
HAMMER TYPE: Downhole Hammer (140-lb) falling 30 in*

SURFACE ELEVATION: 21.0 ft
DATUM: NAVD 88
LOGGED BY: CG
CHECKED BY: JF

AGS

DEPTH (FEET)	SAMPLE TYPE	SAMPLE NO.	BLOW COUNT	GRAPHIC LOG	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	ADDITIONAL TESTS
		9	21 37 42		**CLAYEY SAND with GRAVEL (SC)** continues, dark yellowish brown, moist, very dense, medium-grained sand, little fine sub-angular gravel [SAN ANTONIO FORMATION]					
		10	11 13 14		**LEAN CLAY with SAND and GRAVEL (CL)**, dark yellowish brown, moist, very stiff, some fines, little fine to coarse sand, little fine angular gravel [SAN ANTONIO FORMATION]					
35					Total depth 34.5 feet below ground surface. Backfilled with neat cement grout and topped with quick set concrete. Groundwater depth measured at 13.30 feet.					
40										
45										
50										
55										
60										

LOG OF BORING B-5

DRILLING DATE: 7/19/22
DRILLING METHOD: Mud Rotary
DRILL RIG TYPE: Mobile B53 - Blue (*96% enegry ratio)
HAMMER TYPE: Auto Hammer (140-lb) falling 30 in*

SURFACE ELEVATION: 20.5 ft
DATUM: NAVD 88
LOGGED BY: CG
CHECKED BY: JF

AGS

DEPTH (FEET)	SAMPLE TYPE	SAMPLE NO.	BLOW COUNT	GRAPHIC LOG	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	ADDITIONAL TESTS
					ASPHALT CONCRETE, 3 inches thick					
					AGGREGATE BASE, 3 inches thick					
					SILTY, CLAYEY SAND (SC-SM), very dark grayish-brown, with sub-angular gravel [FILL]					
		1	2 3 4		**LEAN CLAY (CL)**, olive gray, stiff [SAN ANTONIO FORMATION]					
5		2	3 5 6							
10		3A B	5 7 10		- becomes mottled gray and yellowish-brown, very stiff, with fine sand, little few sub-angular gravel					
15		4	3 5 5		- becomes light yellowish brown, moist, little fine sand, trace sub-angular gravel					
20		5	10 3 4		**FAT CLAY (CH)**, yellowish brown, stiff, fine sand and silt with trace sub-angular to sub-rounded gravel [SAN ANTONIO FORMATION]					
		6	4 6 11		**SANDY LEAN CLAY with SAND (CL)**, dark yellowish brown, stiff, clay with sub-angular gravels [SAN ANTONIO FORMATION]					
25		7	4 8 3		**WELL-GRADED GRAVEL AND SAND with CLAY (GW-GC)**, dark yellowish brown, wet, dense, fine to coarse sand, fine and coarse gravel [SAN ANTONIO FORMATION]					
30		8	7 12							

LOG OF BORING B-5

DRILLING DATE: 7/19/22
DRILLING METHOD: Mud Rotary
DRILL RIG TYPE: Mobile B53 - Blue (*96% enegry ratio)
HAMMER TYPE: Auto Hammer (140-lb) falling 30 in*

SURFACE ELEVATION: 20.5 ft
DATUM: NAVD 88
LOGGED BY: CG
CHECKED BY: JF

AGS

DEPTH (FEET)	SAMPLE TYPE	SAMPLE NO.	BLOW COUNT	GRAPHIC LOG	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	ADDITIONAL TESTS
			22		**WELL-GRADED GRAVEL AND SAND with CLAY (GW-GC)**, continues, dark yellowish brown, wet, dense, fine to coarse sand, fine and coarse gravel [SAN ANTONIO FORMATION]			30	11	SA (18)
		9	8 10 15		**LEAN CLAYEY SAND with GRAVEL (SW-SC)**, yellowish brown, wet, dense, well-graded gravel with fines [SAN ANTONIO FORMATION]					
35										
		10	5 7 9		**LEAN CLAY (CL)**, dark yellowish brown, very stiff, trace sub-angular gravel [SAN ANTONIO FORMATION]					
40										
		11	5 9 14							
					Total depth 43.5 feet below ground surface. Backfilled with neat cement grout and topped with quick set concrete. No ground water table reading.					
45										
50										
55										
60										

LOG OF BORING B-6

DRILLING DATE: 7/20/22
DRILLING METHOD: Hollow Stem
DRILL RIG TYPE: Mobile B53 - Blue (*61% enegry ratio)
HAMMER TYPE: Downhole Hammer (140-lb) falling 30 in*

SURFACE ELEVATION: 19.0 ft
DATUM: NAVD 88
LOGGED BY: CG
CHECKED BY: JF

AGS

DEPTH (FEET)	SAMPLE TYPE	SAMPLE NO.	BLOW COUNT	GRAPHIC LOG	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	ADDITIONAL TESTS
					ASPHALT CONCRETE, 3 inches thick					
					AGGREGATE BASE, 3 inches thick					
		1	1 1 1		**SILTY, CLAYEY SAND (SC-SM)**, black, moist, some organics and organic odor, trace sub-angular gravel [FILL]					
					LEAN CLAY (CL), olive gray, very stiff, some fine sand, becomes more gray at 2' [SAN ANTONIO FORMATION]					
5		2	4 10 8							
10		3A B C	10 11 13		- as above					
15		4	8 5 5		**SAND (SP)**, dark yellowish brown, medium and coarse-grained sand, moist, with trace subangular gravel, medium dense, little clay					
					FAT CLAY (CH), dark yellowish brown, moist, stiff, some fines [SAN ANTONIO FORMATION]					
		5	3 4 5		- as above					
20										
25		6	6 8 9		**SILTY FAT CLAY with SAND (CH)**, grayish-brown, moist, stiff [SAN ANTONIO FORMATION]					
30										

LOG OF BORING B-6

DRILLING DATE: 7/20/22
DRILLING METHOD: Hollow Stem
DRILL RIG TYPE: Mobile B53 - Blue (*61% enegry ratio)
HAMMER TYPE: Downhole Hammer (140-lb) falling 30 in*

SURFACE ELEVATION: 19.0 ft
DATUM: NAVD 88
LOGGED BY: CG
CHECKED BY: JF

AGS

DEPTH (FEET)	SAMPLE TYPE	SAMPLE NO.	BLOW COUNT	GRAPHIC LOG	GEOTECHNICAL DESCRIPTION AND CLASSIFICATION	DRY DENSITY (PCF)	MOISTURE CONTENT (%)	LIQUID LIMIT (%)	PLASTICITY INDEX (%)	ADDITIONAL TESTS
		7	6 6 7		**SILTY FAT CLAY (CH)** continues, grayish-brown, moist, stiff [SAN ANTONIO FORMATION]					
					Total depth 31.5 feet below ground surface. Backfilled with neat cement grout and topped with quick set concrete. No ground water table reading.					
35										
40										
45										
50										
55										
60										

MAJOR DIVISIONS				TYPICAL NAMES
COARSE GRAINED SOILS More than Half > #200 sieve	GRAVELS MORE THAN HALF COARSE FRACTION IS LARGER THAN NO. 4 SIEVE	CLEAN GRAVELS WITH LITTLE OR NO FINES	GW	WELL GRADED GRAVELS, GRAVEL-SAND
			GP	POORLY GRADED GRAVELS, GRAVEL-SAND MIXTURES
		GRAVELS WITH OVER 12% FINES	GM	SILTY GRAVELS, POORLY GRADED GRAVEL-SAND-SILT MIXTURES
			GC	CLAYEY GRAVELS, POORLY GRADED GRAVEL-SAND-CLAY MIXTURES
	SANDS MORE THAN HALF COARSE FRACTION IS SMALLER THAN NO. 4 SIEVE	CLEAN SANDS WITH LITTLE OR NO FINES	SW	WELL GRADED SANDS, GRAVELLY SANDS
			SP	POORLY GRADED SANDS, GRAVELLY SANDS
		SANDS WITH OVER 12% FINES	SM	SILTY SANDS, POOORLY GRADED SAND-SILT MIXTURES
			SC	CLAYEY SANDS, POORLY GRADED SAND-CLAY MIXTURES
FINE GRAINED SOILS More than Half < #200 sieve	SILTS AND CLAYS LIQUID LIMIT LESS THAN 50		ML	INORGANIC SILTS AND VERY FINE SANDS, ROCK FLOUR, SILTY OR CLAYEY FINE SANDS, OR CLAYEY SILTS WITH SLIGHT PLASTICITY
			CL	INORGANIC CLAYS OF LOW TO MEDIUM PLASTICITY, GRAVELLY CLAYS, SANDY CLAYS, SILTY CLAYS, LEAN CLAYS
			OL	ORGANIC CLAYS AND ORGANIC SILTY CLAYS OF LOW PLASTICITY
	SILTS AND CLAYS LIQUID LIMIT GREATER THAN 50		MH	INORGANIC SILTS, MICACEOUS OR DIATOMACIOUS FINE SANDY OR SILTY SOILS, ELASTIC SILTS
			CH	INORGANIC CLAYS OF HIGH PLASTICITY, FAT CLAYS
			OH	ORGANIC CLAYS OF MEDIUM TO HIGH PLASTICITY, ORGANIC SILTS
HIGHLY ORGANIC SOILS			Pt	PEAT AND OTHER HIGHLY ORGANIC SOILS

UNIFIED SOIL CLASSIFICATION SYSTEM

☒	Modified California	CBR	California Bearing Ratio Test	NP	Non-plastic
◪	Standard Penetration Test	SA	Sieve Analysis		
◨	Shelby Tube	SD	Slake Durability		
⊠	Direct Grab (Bag) Sample	TC	Cyclic Triaxial		
⊠	Bulk Sample	TX	Unconsolidated Undrained Triaxial		
NR	Sample Attempt with No Recovery	TV	Torvane Shear		
CA	Chemical Analysis	(1.2)	(Shear Strength, ksf)		
CN	Consolidation	UC	Unconfined Compression		
CV	Corrosivity	WA	Wash Analysis		
DS	Direct Shear	(20)	(with % Passing No. 200 Sieve)		
PM	Permeability	▽	Water Level at Time of Drilling		
PP	Pocket Penetrometer	▼	Water Level after Drilling(with date measured)		

ADDITIONAL TESTS AND KEY TO TEST DATA

SOIL CLASSIFICATION CHART AND KEY TO TEST DATA

MCCLYMONDS HIGH SCHOOL
OAKLAND, CALIFORNIA

AGS

JOB NO. AGS-21-027	DATE: SEPT 2022	PLATE A-2

LOCATION: NW Corner of the football field

DEPTH, ft	SAMPLE NO.	SAMPLER TYPE	BLOW COUNT/ PRESSURE, psi	N VALUE	RECOVERY/ RQD%	MATERIAL DESCRIPTION	DRY UNIT WEIGHT, pcf	WATER CONTENT, %	% PASSING #200 SIEVE	LIQUID LIMIT, %	PLASTICITY INDEX	UNDRAINED SHEAR STRENGTH, S_u, ksf	OTHER TESTS
						6" of grass							
	1		2 5 10	(10)	18/18"	**FILL** Lean CLAY (CL): stiff, dark brown, dry to moist, low to medium plasticity	87	32		32	11		
						- 2"-3" thick gravel layer between 1.5 and 2 feet below ground surface							
	2		4 5 7	(8)	18/18"								
5	3		3 4 7	(7)	18/18"	**NATIVE** Lean CLAY with sand (CL): very stiff, light yellowish brown, moist, low to medium plasticity							
	4		7 6 8	(9)	18/18"								
	5		8 7 5	(8)	18/18"								
10			7 6 7	(8)	5/18"								
						- Bottom of boring at 11.5 feet							

BORING DEPTH: 11.5 ft
BACKFILL: Neat Cement
DEPTH TO WATER: Not encountered during drilling
ADVANCEMENT DATE: February 8, 2010
Terms and symbols defined on Plate A-1 and A-2.

DRILLING METHOD: 4-in. dia. Sample Boring (Dry)
HAMMER TYPE: Rope and Cathead
RIG TYPE: Minuteman
DRILLED BY: Access Soil Drilling, Inc
LOGGED BY: R. Vedantham

LOG OF BORING NO. B-1
MCCLYMONDS FOOTBALL FIELD REPLACEMENT
2607 MYRTLE STREET, OAKLAND, CA, California

LOCATION: NE Corner of the football field

DEPTH, ft	MATERIAL SYMBOL	SAMPLE NO.	SAMPLER TYPE	BLOW COUNT/ PRESSURE, psi	N VALUE	RECOVERY/ RQD%	MATERIAL DESCRIPTION	DRY UNIT WEIGHT, pcf	WATER CONTENT, %	% PASSING #200 SIEVE	LIQUID LIMIT, %	PLASTICITY INDEX	UNDRAINED SHEAR STRENGTH, S_u, ksf	OTHER TESTS
							6" of grass							
		1		9 7 5	(8)	18/18"	**FILL** Sandy Lean CLAY with gravel (CL): stiff, dark brown, dry to moist, low to medium plasticity clay with fine gravel - brown, fine to coarse gravel between 1.5 and 2 feet below ground surface Sandy Lean CLAY with gravel (CL): stiff, dark brown, dry to moist, low to medium plasticity clay with fine gravel							
		2		11 16 26	(27)	18/18"								
5							**NATIVE** Sandy Lean CLAY (CL): hard, light yellowish brown, moist - Bottom of boring at 5.5 feet							
10														

BORING DEPTH: 5.5 ft
BACKFILL: Neat Cement
DEPTH TO WATER: Not encountered during drilling
ADVANCEMENT DATE: February 8, 2010
Terms and symbols defined on Plate A-1 and A-2.

DRILLING METHOD: 4-in. dia. Sample Boring (Dry)
HAMMER TYPE: Rope and Cathead
RIG TYPE: Minuteman
DRILLED BY: Access Soil Drilling, Inc
LOGGED BY: R. Vedantham

LOG OF BORING NO. B-2
MCCLYMONDS FOOTBALL FIELD REPLACEMENT
2607 MYRTLE STREET, OAKLAND, CA, California

LOCATION: Center of the football field

DEPTH, ft	MATERIAL SYMBOL	SAMPLE NO.	SAMPLER TYPE	BLOW COUNT/ PRESSURE, psi	N VALUE	RECOVERY/ RQD%	MATERIAL DESCRIPTION	DRY UNIT WEIGHT, pcf	WATER CONTENT, %	% PASSING #200 SIEVE	LIQUID LIMIT, %	PLASTICITY INDEX	UNDRAINED SHEAR STRENGTH, S_u, ksf	OTHER TESTS
							6" of grass							
		1		4 5 11	(10)	18/18"	**FILL** Sandy Lean CLAY with gravel (CL): medium stiff, dark brown, dry to moist, some medium coarse gravel - 3"-4" thick gravel layer between 1 and 1.5 feet below ground surface							
		2		3 2 4	(4)	18/18"								
		3		5 9 12	(14)	18/18"	**NATIVE** Sandy Lean CLAY (CL): stiff, light yellowish brown, moist, low to medium plasticity	100	25					
5							- Bottom of boring at 5.0 feet							
10														

BORING DEPTH: 5.0 ft
BACKFILL: Neat Cement
DEPTH TO WATER: Not encountered during drilling
ADVANCEMENT DATE: February 8, 2010
Terms and symbols defined on Plate A-1 and A-2.

DRILLING METHOD: 4-in. dia. Sample Boring (Dry)
HAMMER TYPE: Rope and Cathead
RIG TYPE: Minuteman
DRILLED BY: Access Soil Drilling, Inc
LOGGED BY: R. Vedantham

LOG OF BORING NO. B-3
MCCLYMONDS FOOTBALL FIELD REPLACEMENT
2607 MYRTLE STREET, OAKLAND, CA, California

LOCATION: SW Corner of the football field

DEPTH, ft	MATERIAL SYMBOL	SAMPLE NO.	SAMPLER TYPE	BLOW COUNT/ PRESSURE, psi	N VALUE	RECOVERY/ RQD%	MATERIAL DESCRIPTION	DRY UNIT WEIGHT, pcf	WATER CONTENT, %	% PASSING #200 SIEVE	LIQUID LIMIT, %	PLASTICITY INDEX	UNDRAINED SHEAR STRENGTH, S_u, ksf	OTHER TESTS
							6" of grass							
		1		5 3 5	(5)	18/18"	**FILL** Sandy Lean CLAY with gravel (CL): firm, dark brown, dry to moist, some medium coarse gravel - 3"-4" thick fine gravel layer between 1.5 and 2 feet below ground surface	114	15					
		2		5 8 9	(11)	18/18"	Sandy Lean CLAY (CL): stiff, dark to light brown, dry to moist, low to medium plasticity							
5		3		8 9 17	(17)	18/18"	**NATIVE** Sandy Lean CLAY (CL): very stiff, yellowish brown							
							- Bottom of boring at 6.5 feet							
10														

BORING DEPTH: 6.5 ft
BACKFILL: Neat Cement
DEPTH TO WATER: Not encountered during drilling
ADVANCEMENT DATE: February 8, 2010
Terms and symbols defined on Plate A-1 and A-2.

DRILLING METHOD: 4-in. dia. Sample Boring (Dry)
HAMMER TYPE: Rope and Cathead
RIG TYPE: Minuteman
DRILLED BY: Access Soil Drilling, Inc
LOGGED BY: R. Vedantham

LOG OF BORING NO. B-4
MCCLYMONDS FOOTBALL FIELD REPLACEMENT
2607 MYRTLE STREET, OAKLAND, CA, California

DEPTH, ft	MATERIAL SYMBOL	SAMPLE NO.	SAMPLER TYPE	BLOW COUNT/ PRESSURE, psi	N VALUE	RECOVERY/ RQD%	LOCATION: SE Corner of the football field MATERIAL DESCRIPTION	DRY UNIT WEIGHT, pcf	WATER CONTENT, %	% PASSING #200 SIEVE	LIQUID LIMIT, %	PLASTICITY INDEX	UNDRAINED SHEAR STRENGTH, S_u, ksf	OTHER TESTS
							6" of grass							
		1		10 6 4	(7)	18/18"	**FILL** Lean CLAY with gravel (CL): firm, dark brown, dry to moist, some medium coarse gravel - light brown, angular fine to coarse gravel layer between 1 to 2 feet below ground surface							
		2		6 6 7	(8)	18/18"	Sandy Lean CLAY (CL): stiff, light brown, dry to moist, low to medium plasticity clay, fine gravel							
5							**NATIVE** Lean CLAY with gravel (CL): very stiff, yellowish brown, dry to moist, fine gravel							
		3		19 20 22	(27)	18/18"								
10		4		5 7 9	(10)	5/18"	- stiff, less gravel							
							- Bottom of boring at 11.5 feet							

BORING DEPTH: 11.5 ft
BACKFILL: Neat Cement
DEPTH TO WATER: Not encountered during drilling
ADVANCEMENT DATE: February 8, 2010
Terms and symbols defined on Plate A-1 and A-2.

DRILLING METHOD: 4-in. dia. Sample Boring (Dry)
HAMMER TYPE: Rope and Cathead
RIG TYPE: Minuteman
DRILLED BY: Access Soil Drilling, Inc
LOGGED BY: R. Vedantham

LOG OF BORING NO. B-5
MCCLYMONDS FOOTBALL FIELD REPLACEMENT
2607 MYRTLE STREET, OAKLAND, CA, California

MAJOR DIVISIONS			GROUP NAMES	
COARSE-GRAINED SOILS (More than 50% retained on the No. 200 sieve)	GRAVELS (MORE THAN 50% OF COARSE FRACTION RETAINED ON NO. 4 SIEVE)	Clean gravels less than 5% fines	GW	Well-Graded Gravel
			GP	Poorly Graded Gravel
		Gravels with more than 12% fines	GM	Silty Gravel
			GC	Clayey Gravel
	SANDS (MORE THAN 50% OF COARSE FRACTION PASSING NO. 4 SIEVE)	Clean sand less than 5% fines	SW	Well-Graded Sand
			SP	Poorly Graded Sand
		Sands with more than 12% fines	SM	Silty Sand
			SC	Clayey Sand
FINE-GRAINED SOILS (50% or more passes the No. 200 sieve)	SILTS AND CLAYS (Liquid Limit Less than 50%)		ML	Silt
			CL	Lean Clay
			OL	Organic Silt
	SILTS AND CLAYS (Liquid Limit Greater than 50%)		MH	Elastic Silt
			CH	Fat Clay
			OH	Organic Clay
HIGHLY ORGANIC SOILS			PT	Peat or Highly Organic Soils
			FILL	Debris or Mixed Fill
			AC	Asphalt Concrete Pavement with Aggregate Base

GENERAL NOTES

Classification of Soils in general accordance with ASTM D2487 or D2488 (based on the Unified Soil Classification System)

Geologic Formation noted in bold font at the top of interpreted interval

Sloped line in break column indicates transitional boundary

SAMPLER DRIVING RESISTANCE

N Value for modified California Liner Sampler shown in ( )

Modified California N Value is corrected for sampler size but not for hammer energy

N Value is number of blows with 140 lb. hammer, falling 30-in. to drive sampler 1-ft. after seating sampler 6-in.; Blow counts for 6-in. increments shown for reference; for example,

Blows/ft	Description
25	25 blows drove sampler 12" after initial 6" of seating
50/7"	50 blows drove sampler 7" after initial 6" of seating
Ref/3"	50 blows drove sampler 3" during initial 6" seating interval (Ref=Refusal)

STRENGTH TEST METHOD

U = Unconfined Compression
Q = Unconsolidated Undrained Triaxial
T = Torvane
P = Pocket Penetrometer
M = Miniature Vane
F = Field Vane

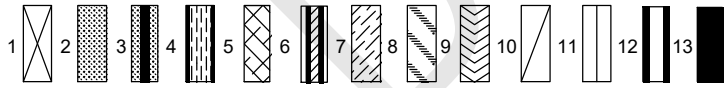
OTHER TESTS

k = Permeability
Consol = Consolidation
Gs = Specific Gravity
MA = Particle Size Analysis
EI = Expansion Index
OVM = Organic Vapor Meter

WATER LEVEL SYMBOLS

Initial or perched water level
Final ground water level
Seepages encountered

SAMPLER TYPE AND RECOVERY



Samplers and sampler dimensions (unless otherwise noted in report text) are as follows:

1 SPT Sampler, driven 1 3/8" ID, 2" OD
2 MOD CA Liner Sampler 2 3/8" ID, 3" OD
3 CA Liner Sampler 1 7/8" ID, 2.5" OD
4 Thin-walled Tube, pushed 2 7/8" ID, 3" OD
5 Bulk Bag Sample (from cuttings)
6 Hand Auger Sample
7 Lexan Sample
8 Pitcher Sample
9 Vibracore Sample
10 No Sample Recovered
11 Rock Core
12 Direct Push
13 Enviromental Sample

Retained samples listed in Sample No. column

SOIL STRUCTURE

Fissured: Containing shrinkage or relief cracks, often filled with fine sand or silt, usually more or less vertical.

Pocket: Inclusion of material of different texture that is smaller than the diameter of the sample.

Parting: Inclusion less than 1/8 inch thick extending through the sample.

Seam: Inclusion 1/8 inch to 3 inches thick extending through the sample.

Layer: Inclusion greater than 3 inches thick extending through the sample.

Laminated: Soil sample composed of alternating partings or seams of different soil types.

Interlayered: Soil sample composed of alternating layers of different soil type.

Intermixed: Soil sample composed of pockets of different soil type, and layered or laminated structure is not evident.

CONSISTENCY (1)

Clays	Blows/Foot SPT	Undrained Shear Strength (ksf)
Very Soft	0 - 2	0 - 0.25
Soft	2 - 4	0.25 - 0.5
Firm	4 - 8	0.5 - 1
Stiff	8 - 15	1 - 2
Very Stiff	15 - 30	2 - 4
Hard	Over 30	Over 4

RELATIVE DENSITY (1)

Sands and Gravels	Blows/Foot SPT
Very Loose	0 - 4
Loose	4 - 10
Medium Dense	10 - 30
Dense	30 - 50
Very Dense	Over 50

INCREASING VISUAL MOISTURE CONTENT

Dry
Moist
Wet

Information on each boring log is a compilation of subsurface conditions and soil or rock classifications obtained from the field as well as from laboratory testing of samples. Strata have been interpreted by commonly accepted procedures. The stratum lines on the logs may be transitional and approximate in nature. Water level measurements refer only to those observed at the time and places indicated, and can vary with time, geologic condition, or construction activity.

(1) Terzaghi and Peck 1967

TERMS AND SYMBOLS USED ON BORING LOGS

APPENDIX B

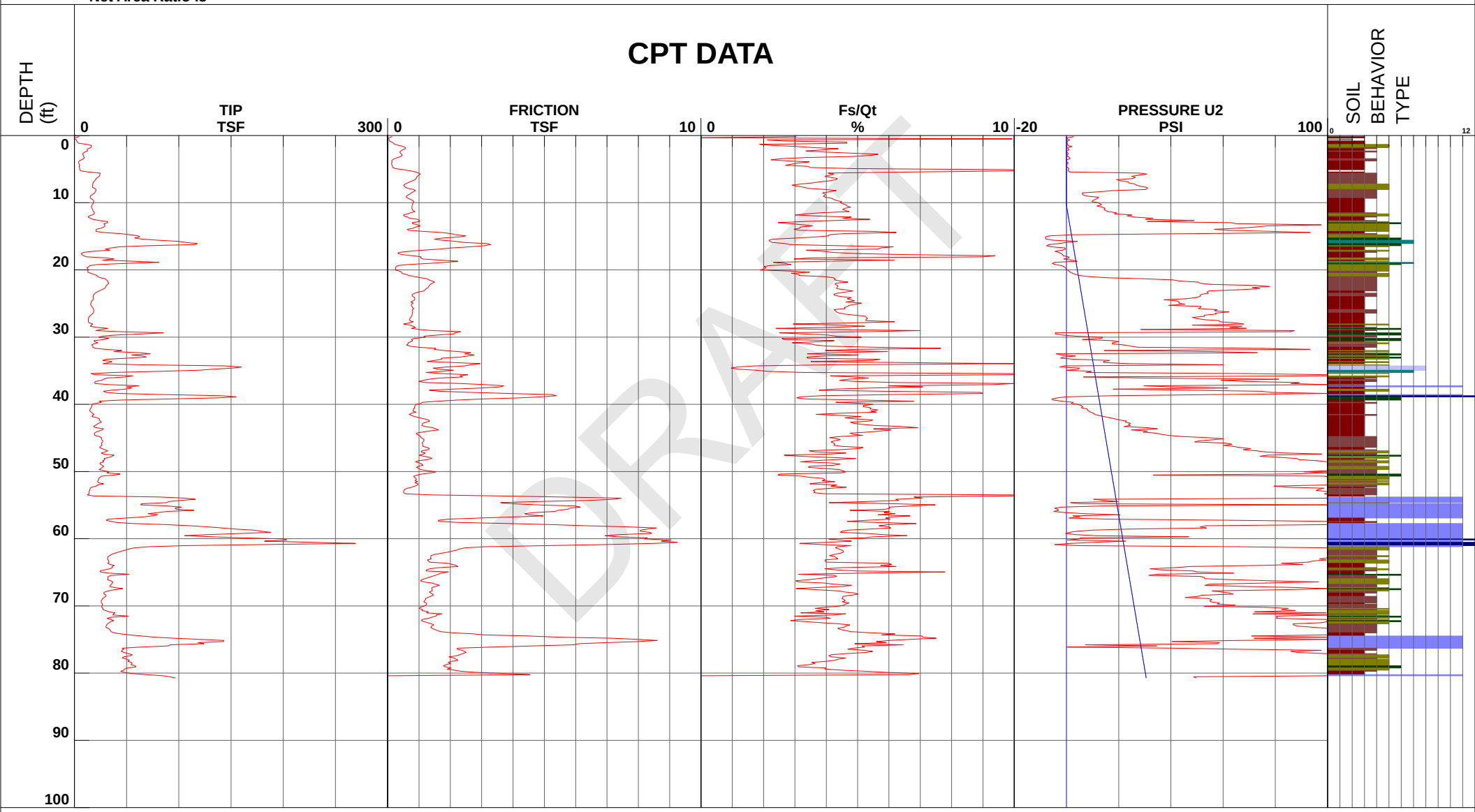
AGS AND PREVIOUS CONE PENETROMETER TEST DATA

AGS Inc

Project	McClymond High School	Operator	JM-GM	Filename	SDF(309).cpt
Job Number	AGS-21-027	Cone Number	DDG1627	GPS	
Hole Number	CPT-01	Date and Time	7/19/2022 1:35:34 PM	Maximum Depth	80.71 ft
EST GW Depth During Test		10.40 ft			

Net Area Ratio .8

CPT DATA



1 - sensitive fine grained
2 - organic material
3 - clay
4 - silty clay to clay
5 - clayey silt to silty clay
6 - sandy silt to clayey silt
7 - silty sand to sandy silt
8 - sand to silty sand
9 - sand
10 - gravelly sand to sand
11 - very stiff fine grained (*)
12 - sand to clayey sand (*)

Cone Size 15cm squared

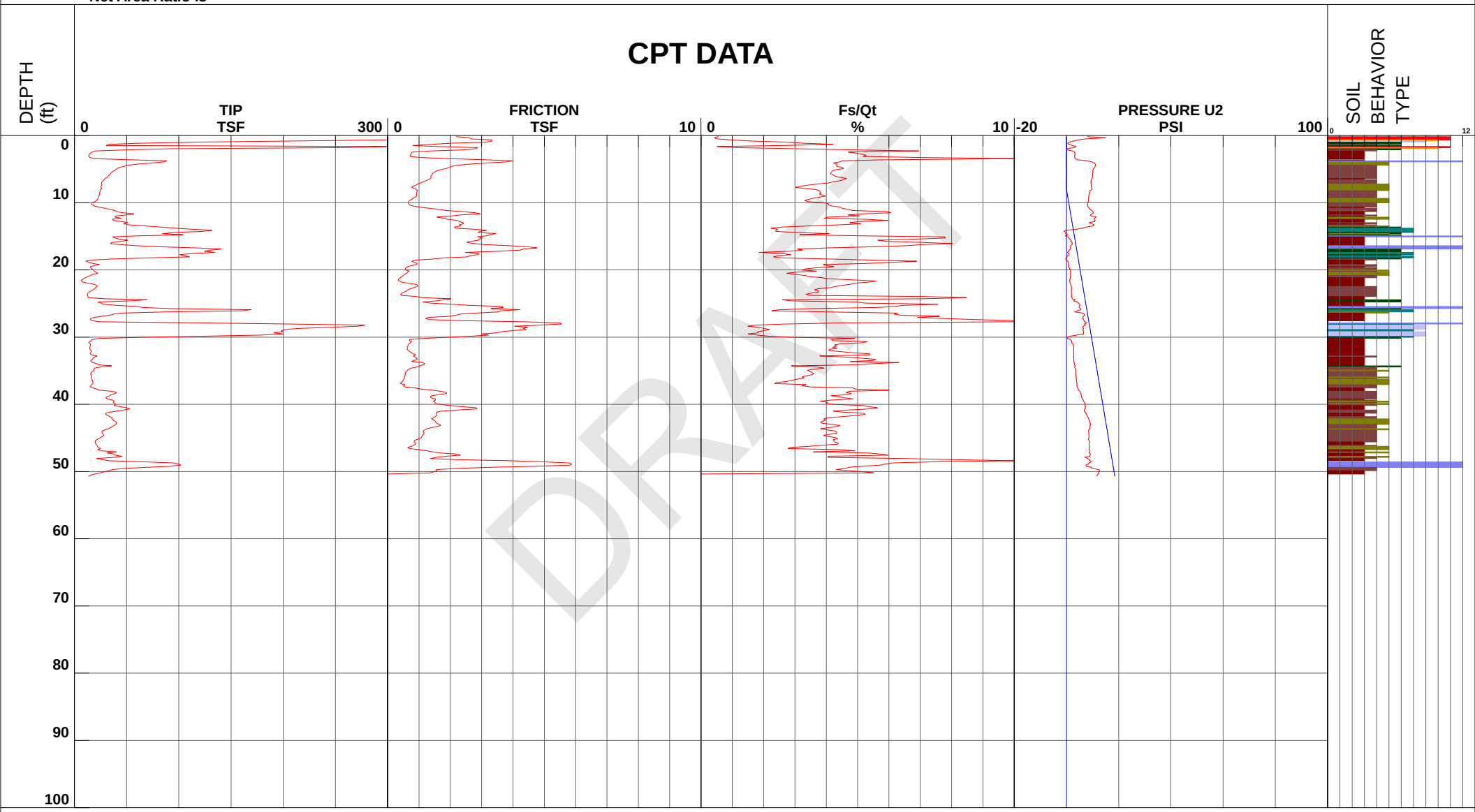
S*Soil behavior type and SPT based on data from UBC-1983

AGS Inc

Project	McClymond High School	Operator	JM-GM	Filename	SDF(308).cpt
Job Number	AGS-21-027	Cone Number	DDG1627	GPS	
Hole Number	CPT-02	Date and Time	7/19/2022 10:42:58 AM	Maximum Depth	50.69 ft
EST GW Depth During Test		8.00 ft			

Net Area Ratio .8

CPT DATA



1 - sensitive fine grained
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3 - clay
4 - silty clay to clay
5 - clayey silt to silty clay
6 - sandy silt to clayey silt
7 - silty sand to sandy silt
8 - sand to silty sand
9 - sand
10 - gravelly sand to sand
11 - very stiff fine grained (*)
12 - sand to clayey sand (*)

Cone Size 15cm squared

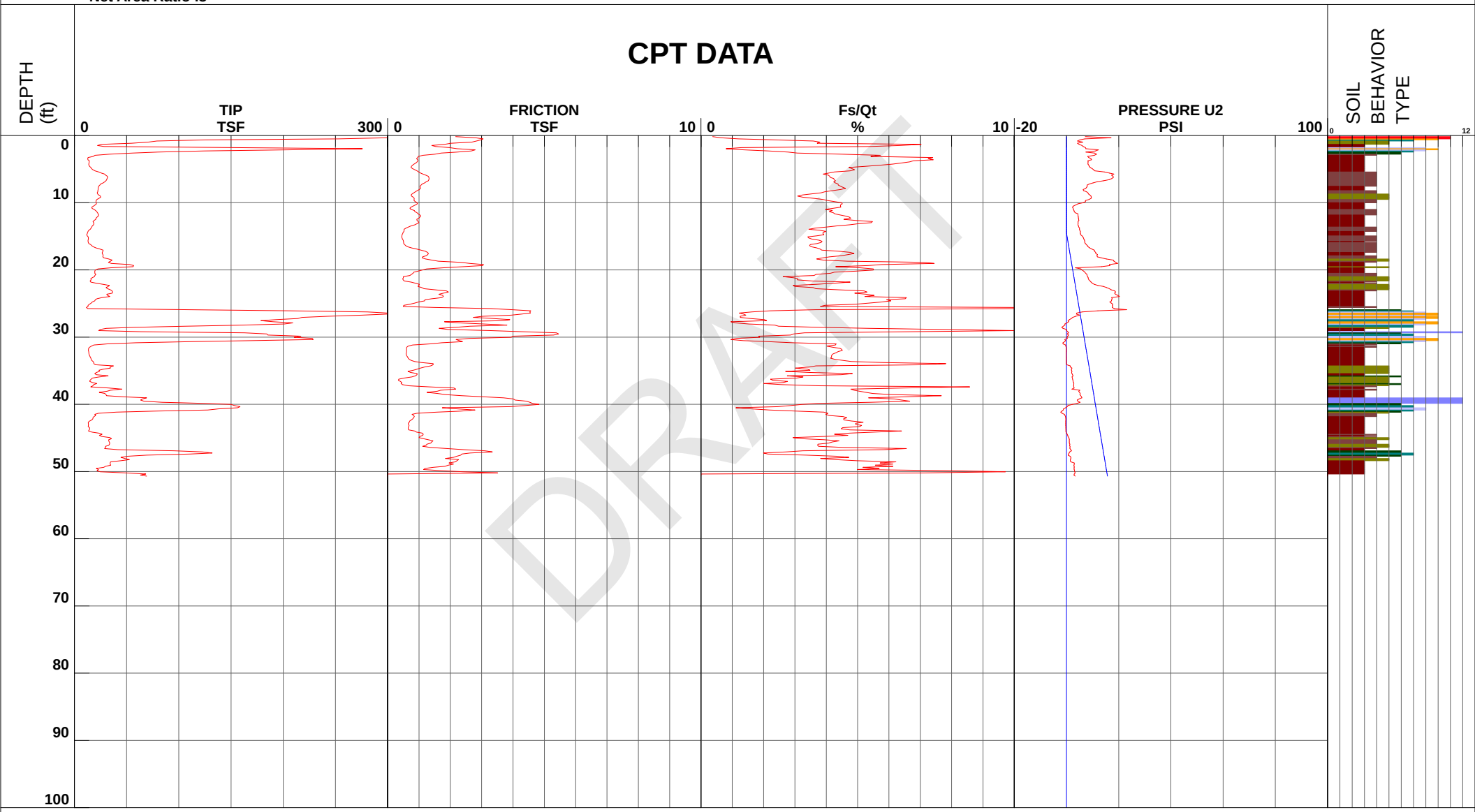
S*Soil behavior type and SPT based on data from UBC-1983

AGS Inc

Project	McClymond High School	Operator	JM-GM	Filename	SDF(307).cpt
Job Number	AGS-21-027	Cone Number	DDG1627	GPS	
Hole Number	CPT-03	Date and Time	7/19/2022 9:40:28 AM	Maximum Depth	50.69 ft
EST GW Depth During Test		14.50 ft			

Net Area Ratio .8

CPT DATA



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6 - sandy silt to clayey silt
7 - silty sand to sandy silt
8 - sand to silty sand
9 - sand
10 - gravelly sand to sand
11 - very stiff fine grained (*)
12 - sand to clayey sand (*)

Cone Size 15cm squared

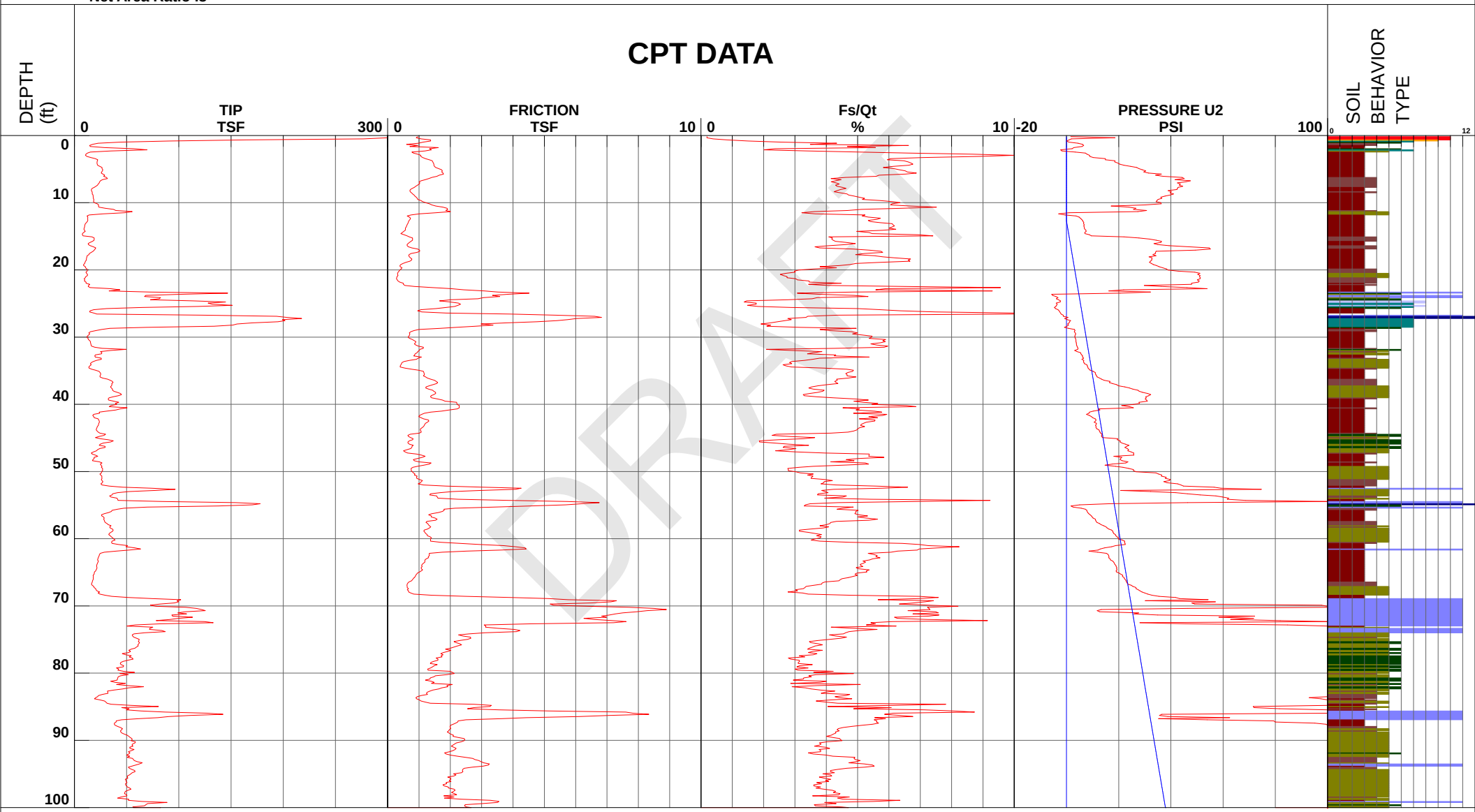
S*Soil behavior type and SPT based on data from UBC-1983

AGS Inc

Project	McClymond High School	Operator	JM-GM	Filename	SDF(306).cpt
Job Number	AGS-21-027	Cone Number	DDG1627	GPS	
Hole Number	CPT-04	Date and Time	7/19/2022 7:16:26 AM	Maximum Depth	100.56 ft
EST GW Depth During Test		12.70 ft			

Net Area Ratio .8

CPT DATA



1 - sensitive fine grained
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5 - clayey silt to silty clay
6 - sandy silt to clayey silt
7 - silty sand to sandy silt
8 - sand to silty sand
9 - sand
10 - gravelly sand to sand
11 - very stiff fine grained (*)
12 - sand to clayey sand (*)

Cone Size 15cm squared

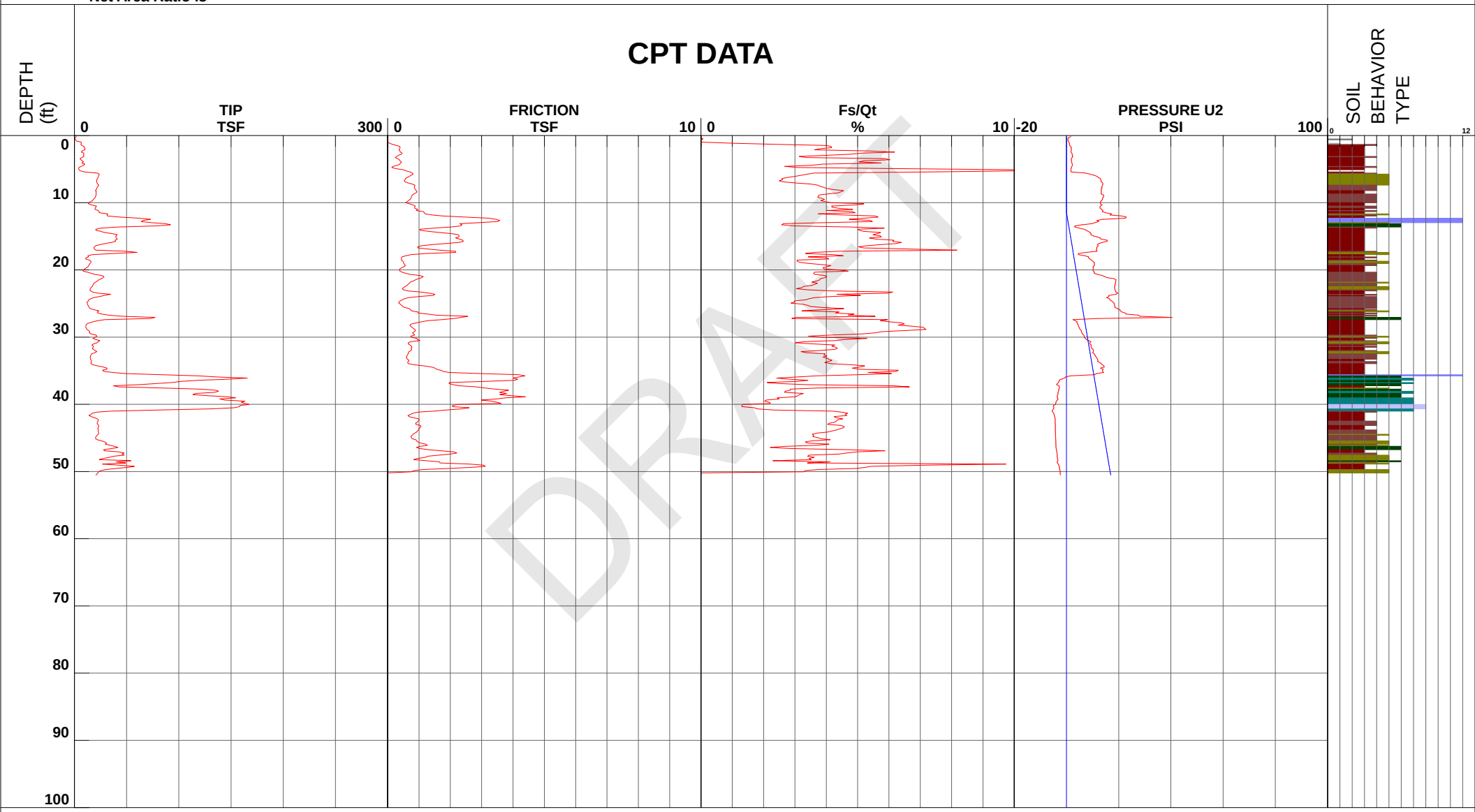
S*Soil behavior type and SPT based on data from UBC-1983

AGS Inc

Project	McClymond High School	Operator	JM-GM	Filename	SDF(312).cpt
Job Number	AGS-21-027	Cone Number	DDG1627	GPS	
Hole Number	CPT-05	Date and Time	7/20/2022 9:00:37 AM	Maximum Depth	50.52 ft
EST GW Depth During Test		11.50 ft			

Net Area Ratio .8

CPT DATA



1 - sensitive fine grained
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3 - clay
4 - silty clay to clay
5 - clayey silt to silty clay
6 - sandy silt to clayey silt
7 - silty sand to sandy silt
8 - sand to silty sand
9 - sand
10 - gravelly sand to sand
11 - very stiff fine grained (*)
12 - sand to clayey sand (*)

Cone Size 15cm squared

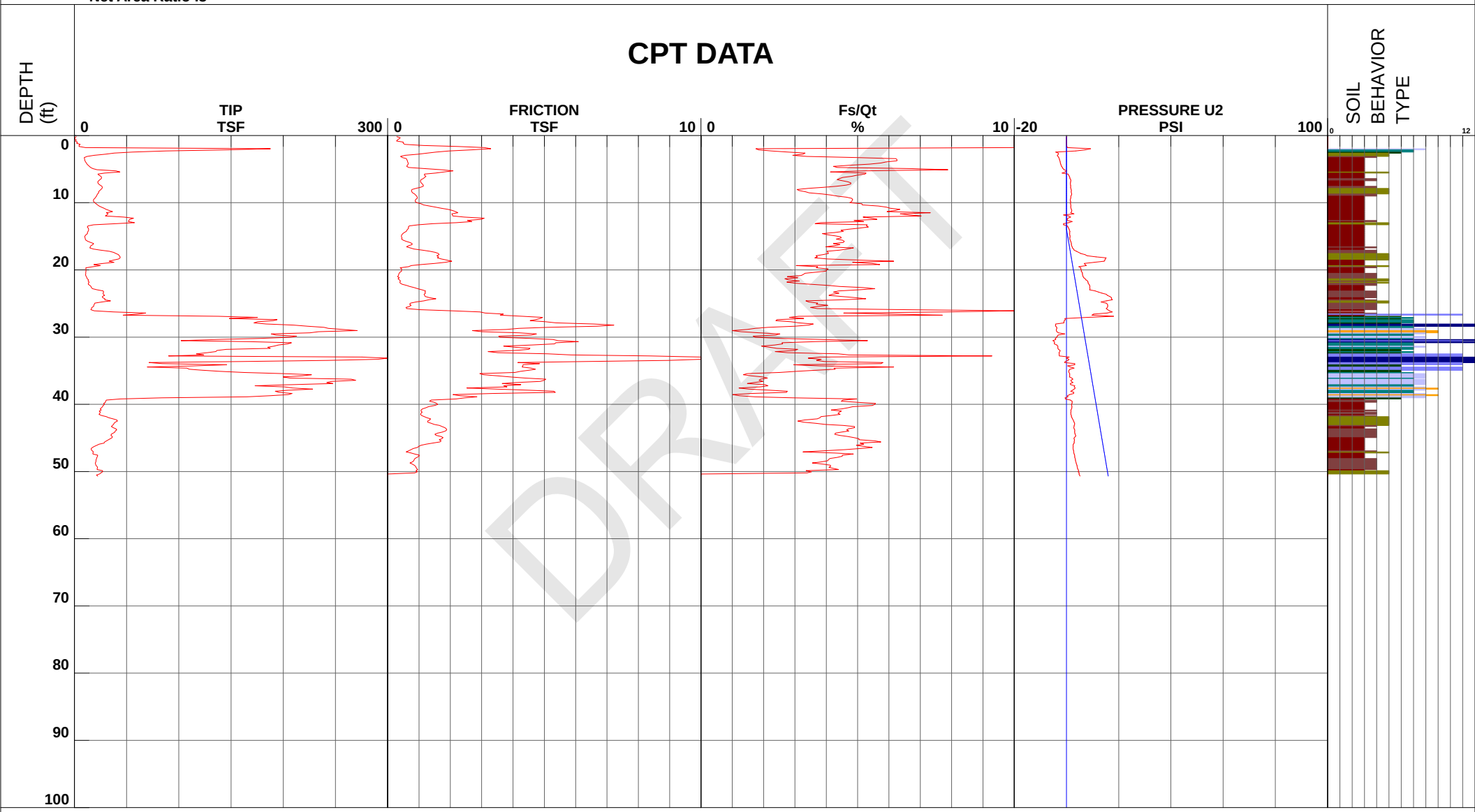
S*Soil behavior type and SPT based on data from UBC-1983

AGS Inc

Project	McClymond High School	Operator	JM-GM	Filename	SDF(311).cpt
Job Number	AGS-21-027	Cone Number	DDG1627	GPS	
Hole Number	CPT-06	Date and Time	7/20/2022 7:40:00 AM	Maximum Depth	50.69 ft
EST GW Depth During Test		13.90 ft			

Net Area Ratio .8

CPT DATA



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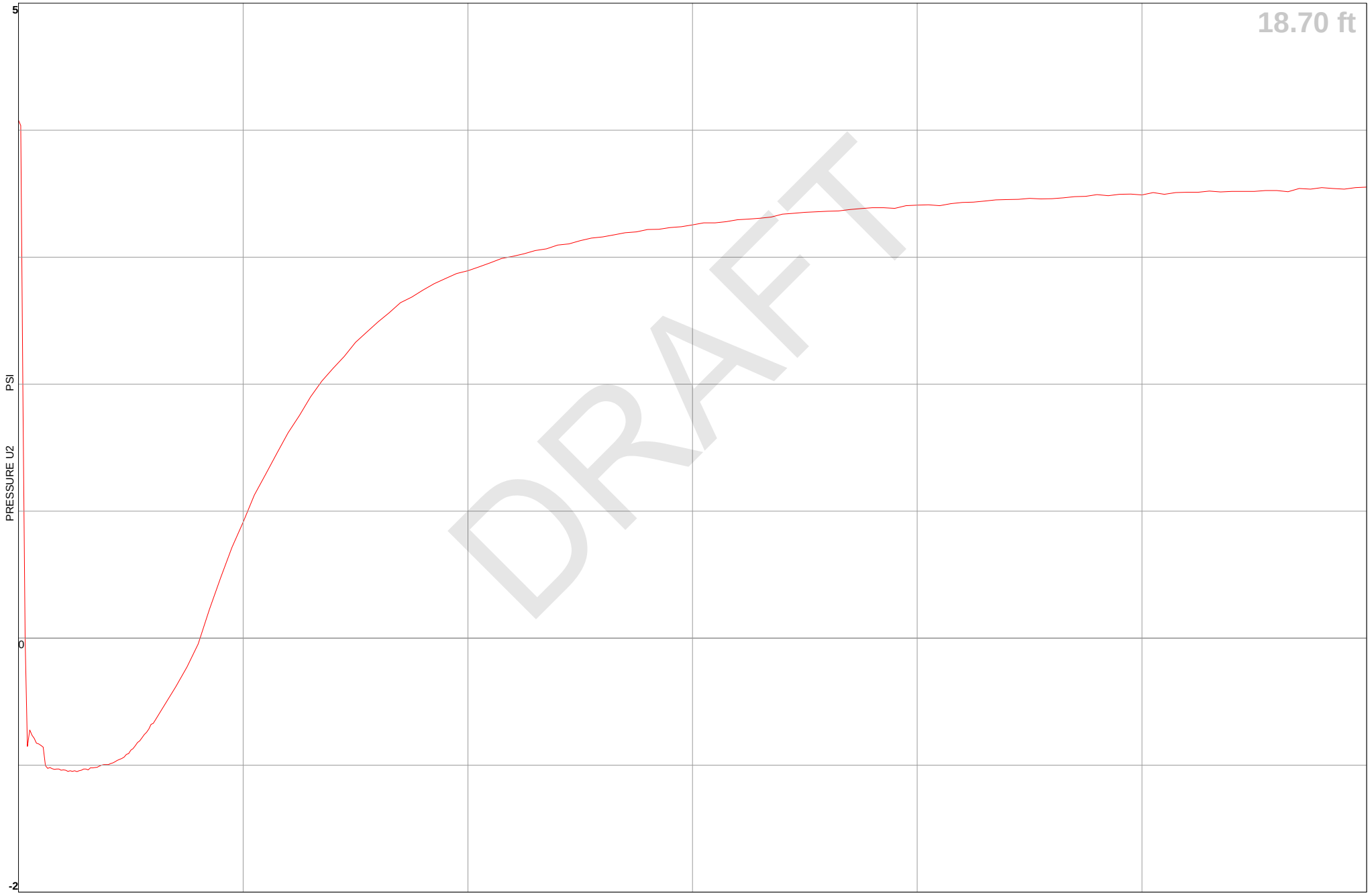
8 - sand to silty sand
9 - sand
10 - gravelly sand to sand
11 - very stiff fine grained (*)
12 - sand to clayey sand (*)

Cone Size 15cm squared

S*Soil behavior type and SPT based on data from UBC-1983

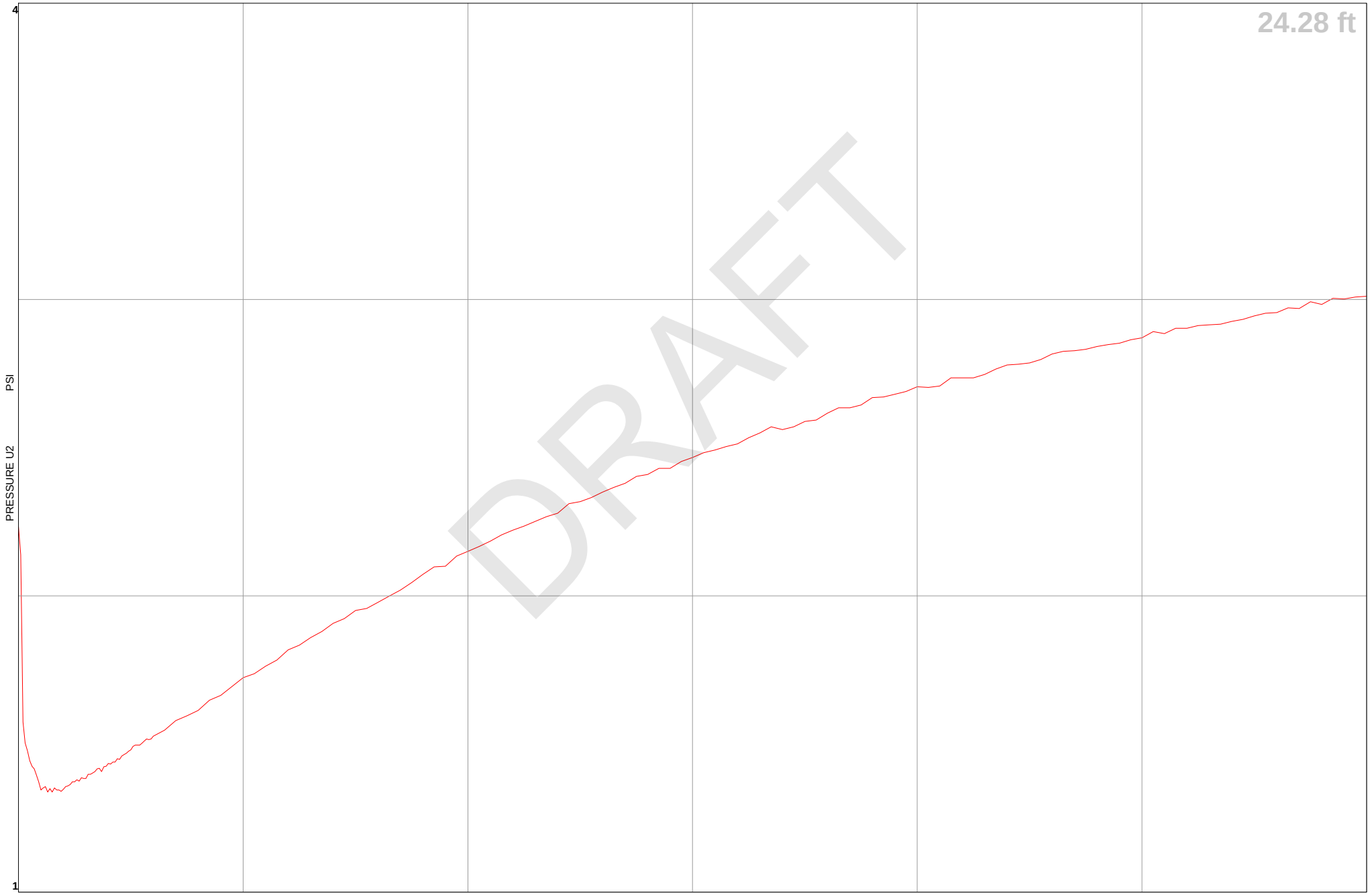
AGS Inc

Location	McClymond High School	Operator	JM-GM	GPS
Job Number	AGS-21-027	Cone Number	DDG1627	
Hole Number	CPT-01	Date and Time	7/19/2022 1:35:34 PM	
Equilized Pressure	3.5	EST GW Depth During Test	10.4	



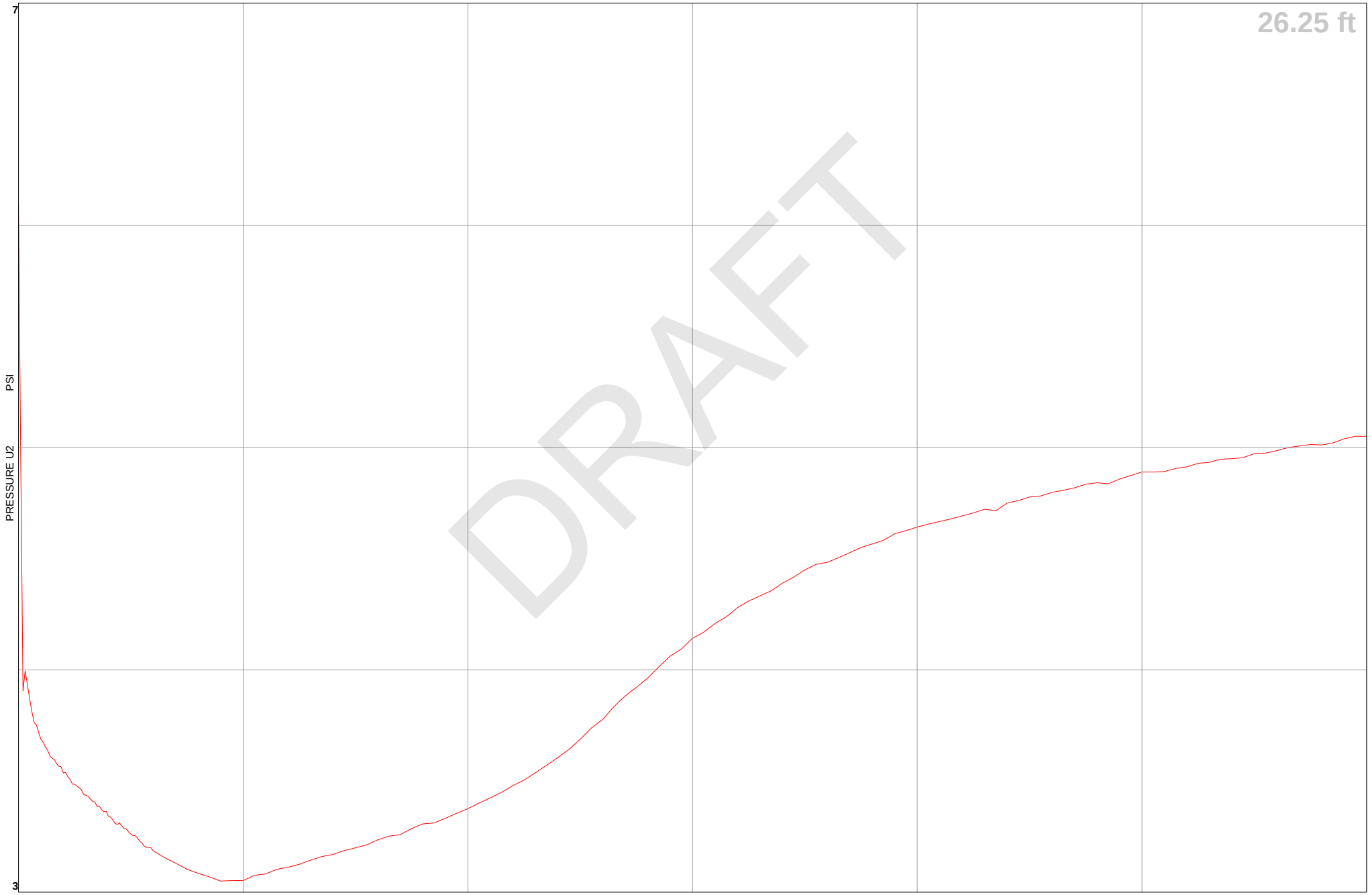
AGS Inc

Location	McClymond High School	Operator	JM-GM	GPS	
Job Number	AGS-21-027	Cone Number	DDG1627		
Hole Number	CPT-02	Date and Time	7/19/2022 10:42:58 AM		
Equilized Pressure	3.0	EST GW Depth During Test	17.3		



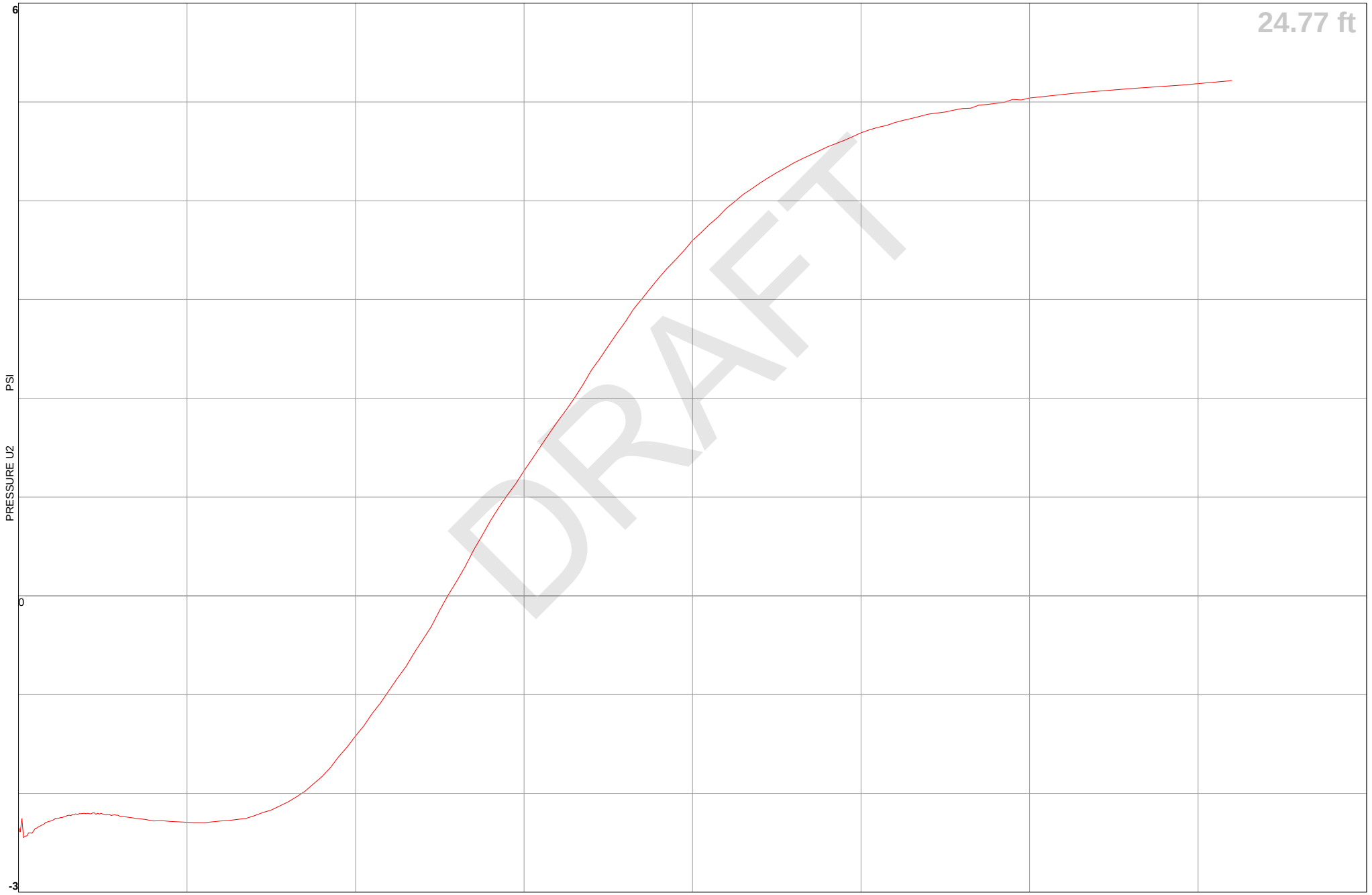
AGS Inc

Location	McClymond High School	**Operator**	JM-GM	**GPS**
Job Number	AGS-21-027	**Cone Number**	DDG1627	
Hole Number	CPT-03	**Date and Time**	7/19/2022 9:40:28 AM	
Equilized Pressure	5.0	**EST GW Depth During Test**	14.5	



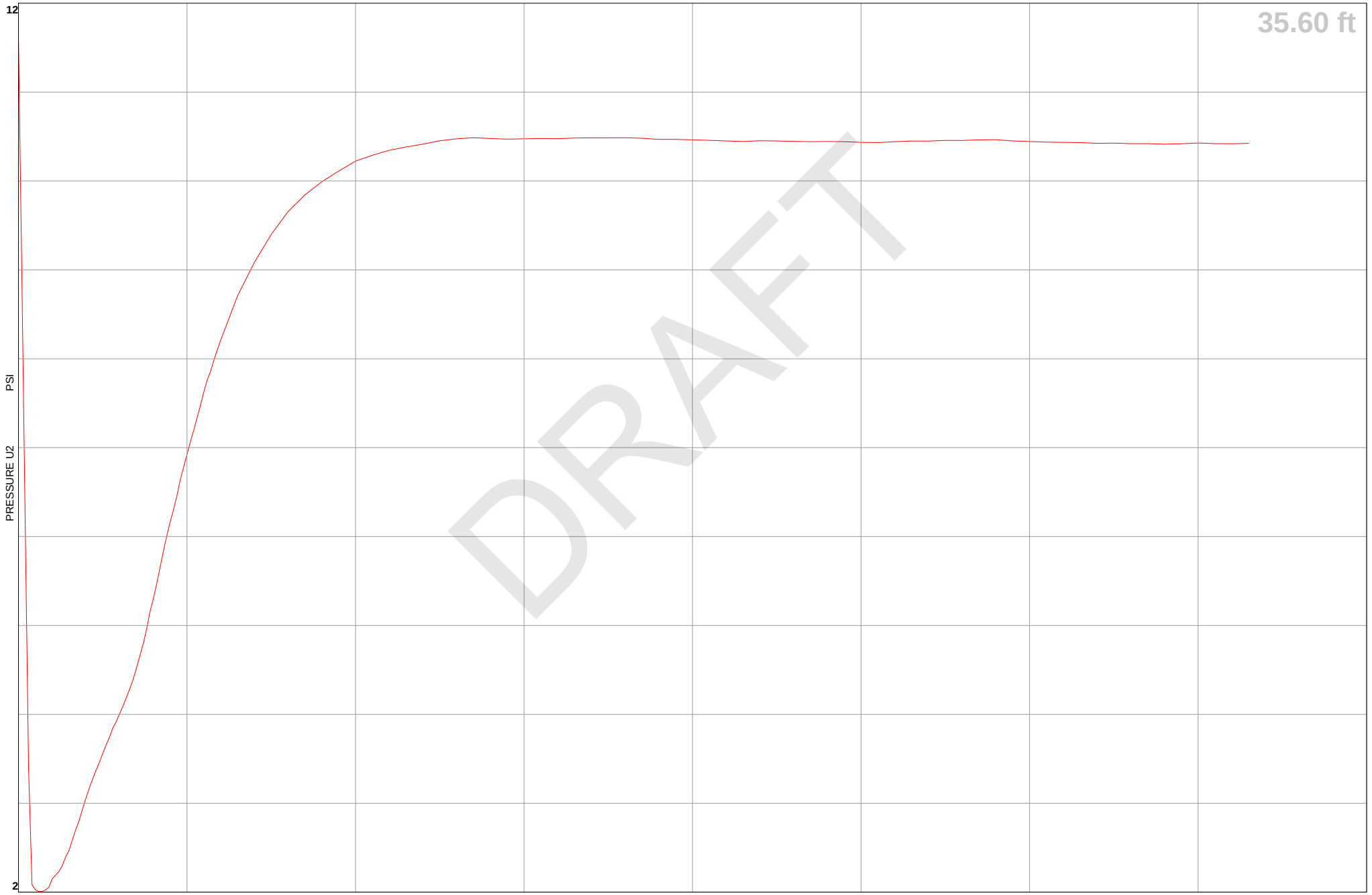
AGS Inc

Location	McClymond High School	**Operator**	JM-GM	**GPS**
Job Number	AGS-21-027	**Cone Number**	DDG1627	
Hole Number	CPT-04	**Date and Time**	7/19/2022 7:16:26 AM	
Equilized Pressure	5.2	**EST GW Depth During Test**	12.7	



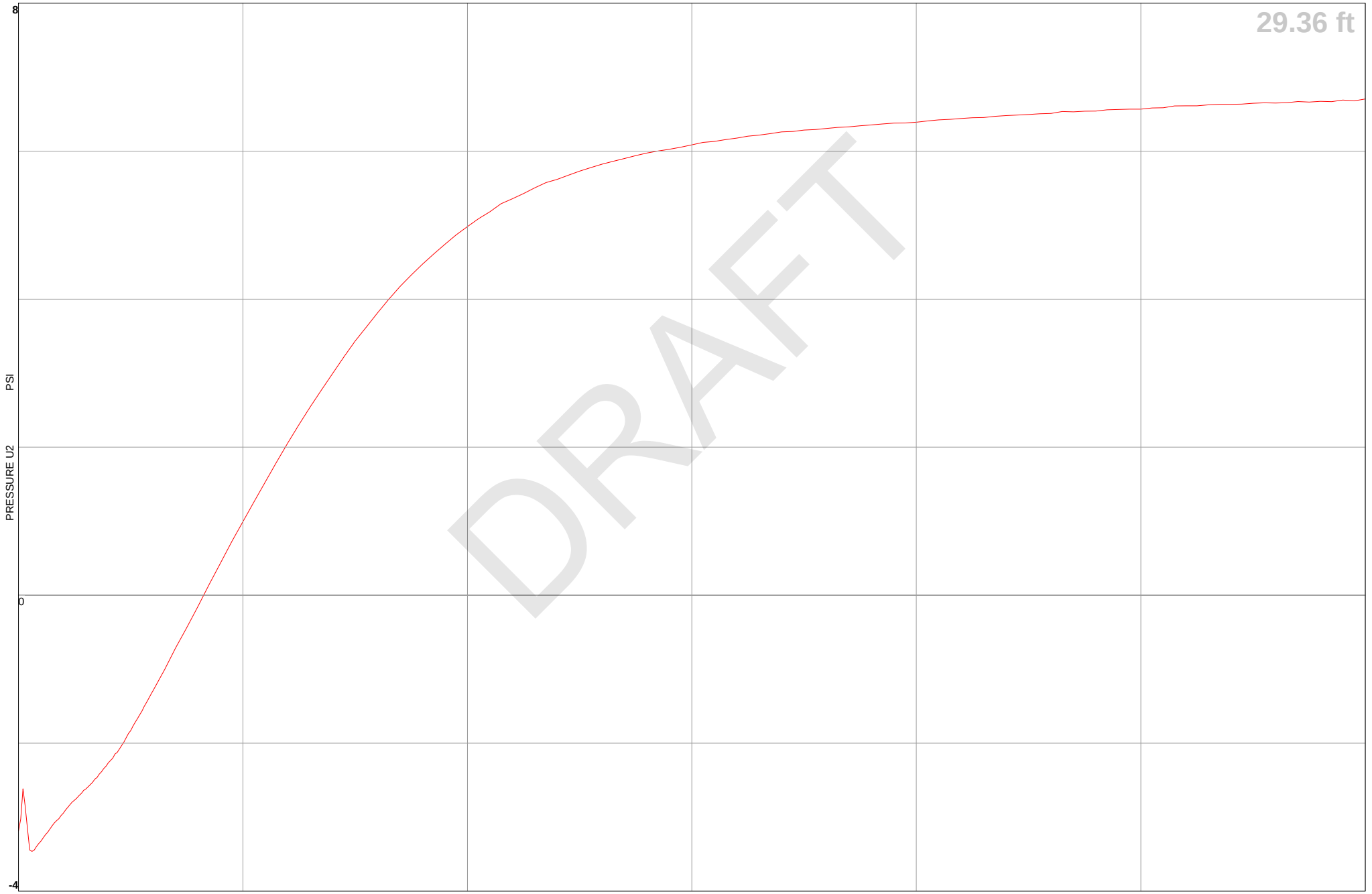
AGS Inc

Location	McClymond High School	Operator	JM-GM	GPS	
Job Number	AGS-21-027	Cone Number	DDG1627		
Hole Number	CPT-05	Date and Time	7/20/2022 9:00:37 AM		
Equilized Pressure	10.4	EST GW Depth During Test	11.5		

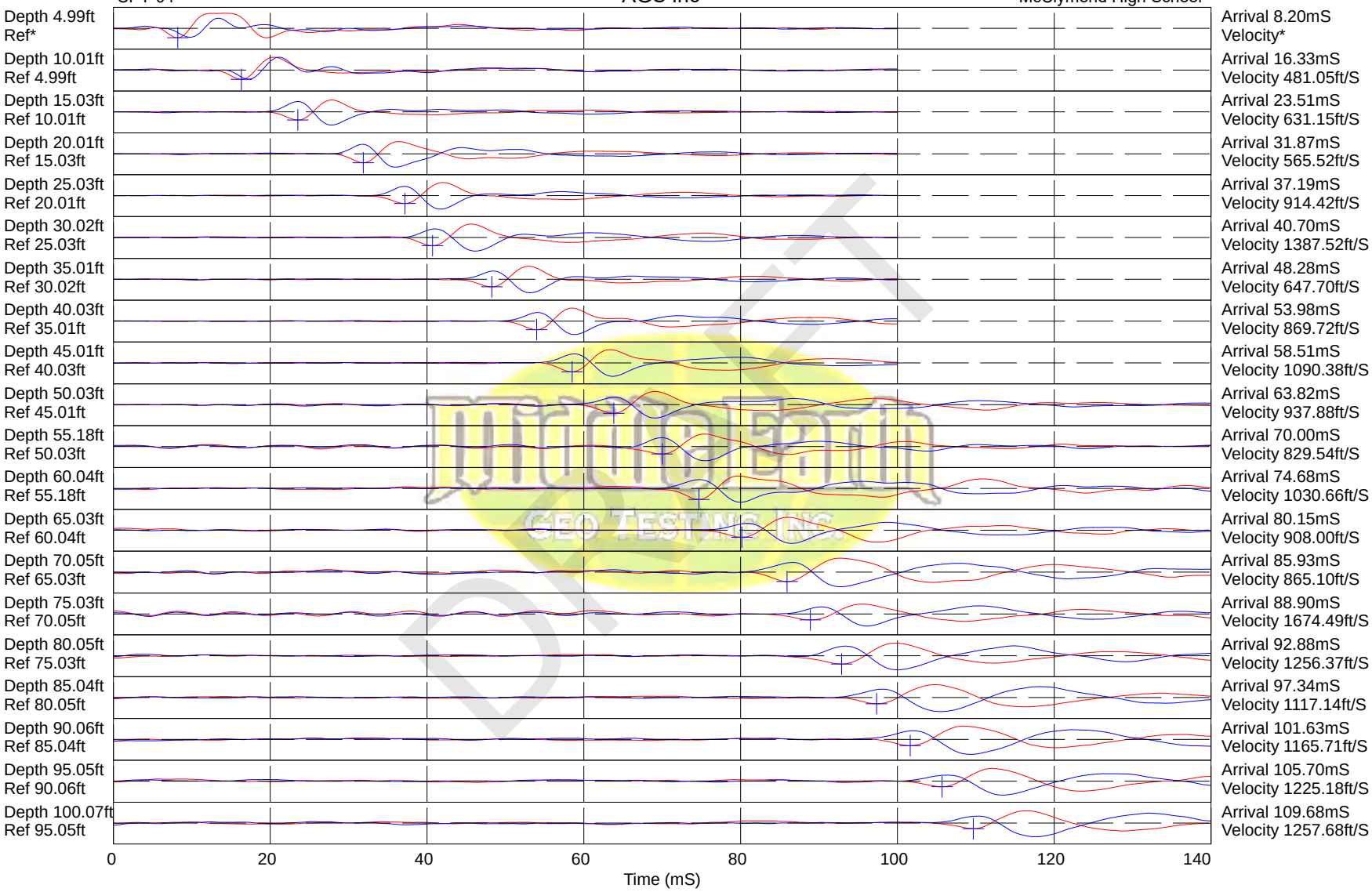


AGS Inc

Location	McClymond High School	**Operator**	JM-GM	**GPS**	
Job Number	AGS-21-027	**Cone Number**	DDG1627		
Hole Number	CPT-06	**Date and Time**	7/20/2022 7:40:00 AM		
Equilized Pressure	6.6	**EST GW Depth During Test**	13.9		



CPT-04 AGS Inc McClymond High School



Hammer to Rod String Distance (ft): 5.83
* = Not Determined

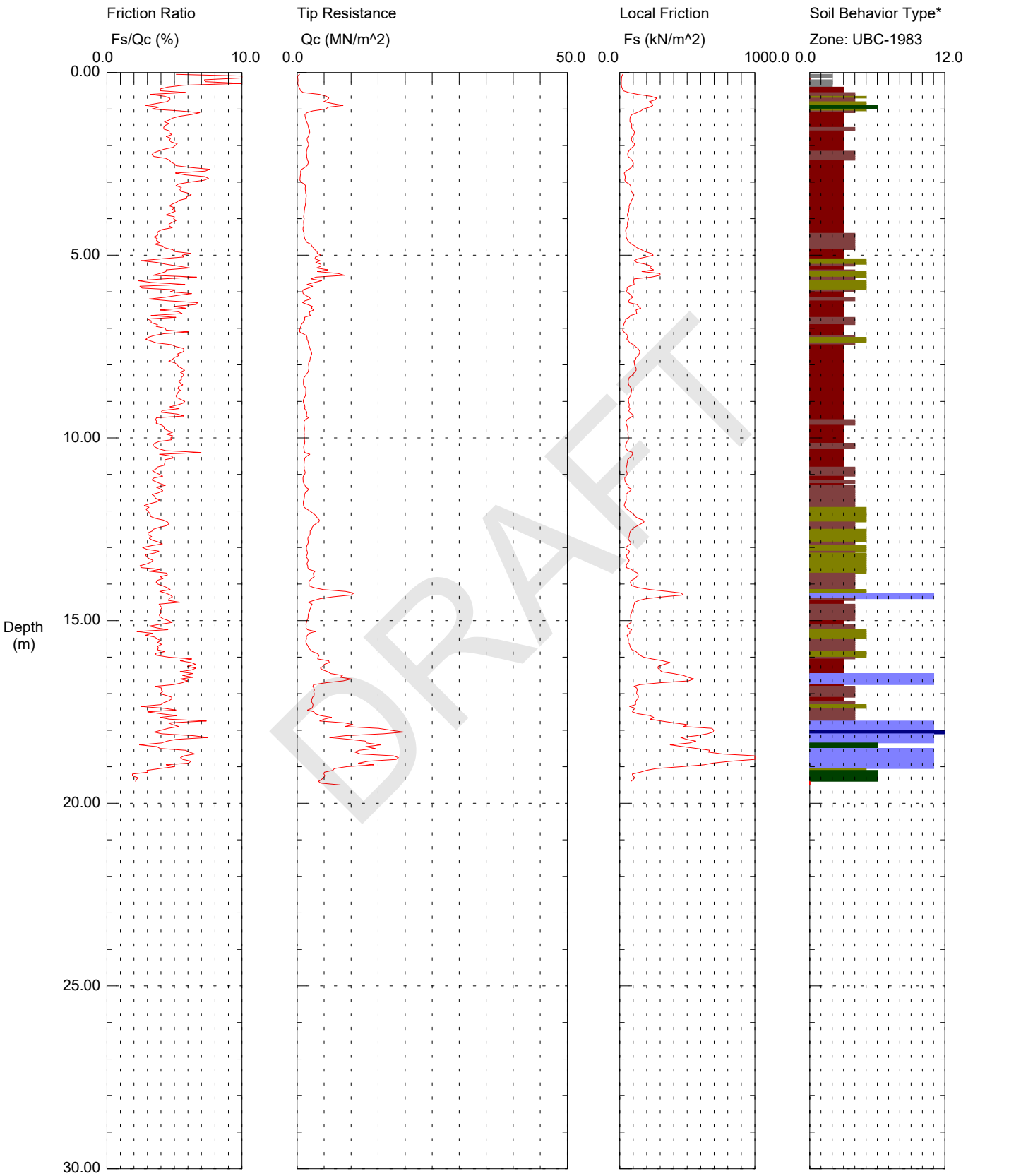
COMMENT:

*Soil behavior type and SPT based on data from UBC-1983

U.S. Geological Survey

Operator: Tom Noce
Sounding: Oak061
Cone Used: 660

CPT Date/Time: 03-30-99 08:49
Location: McClymonds Qhaf
Job Number:



Maximum Depth = 19.50 meters

Depth Increment = 0.05 meters

1 sensitive fine grained
2 organic material
3 clay
4 silty clay to clay
5 clayey silt to silty clay
6 sandy silt to clayey silt
7 silty sand to sandy silt
8 sand to silty sand
9 sand
10 gravelly sand to sand
11 very stiff fine grained (*)
12 sand to clayey sand (*)

APPENDIX C

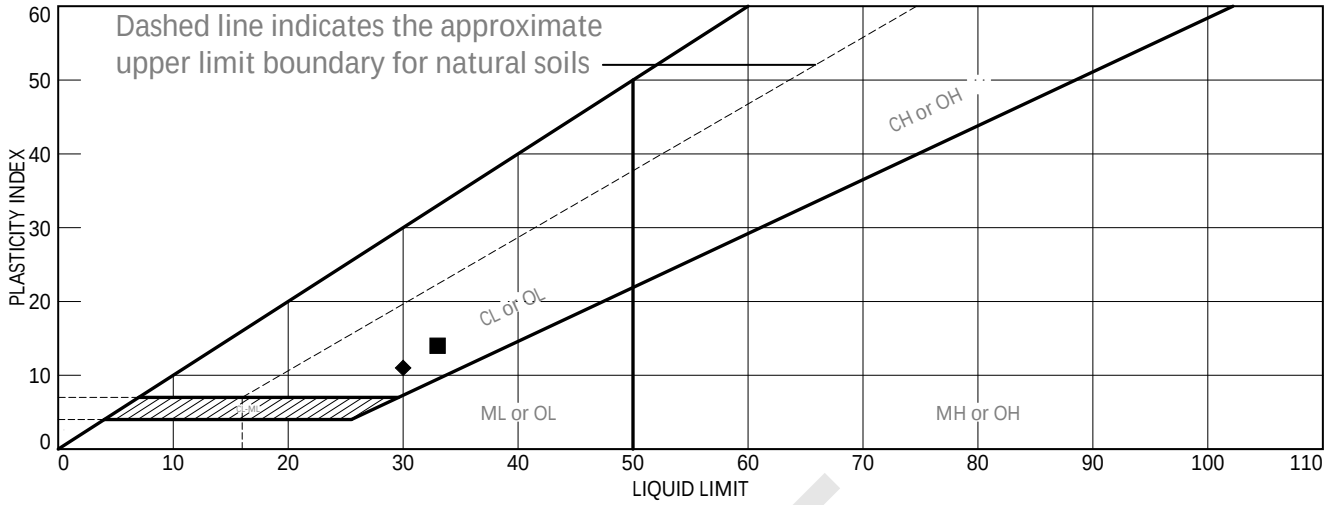
GEOTECHNICAL LABORATORY TEST DATA

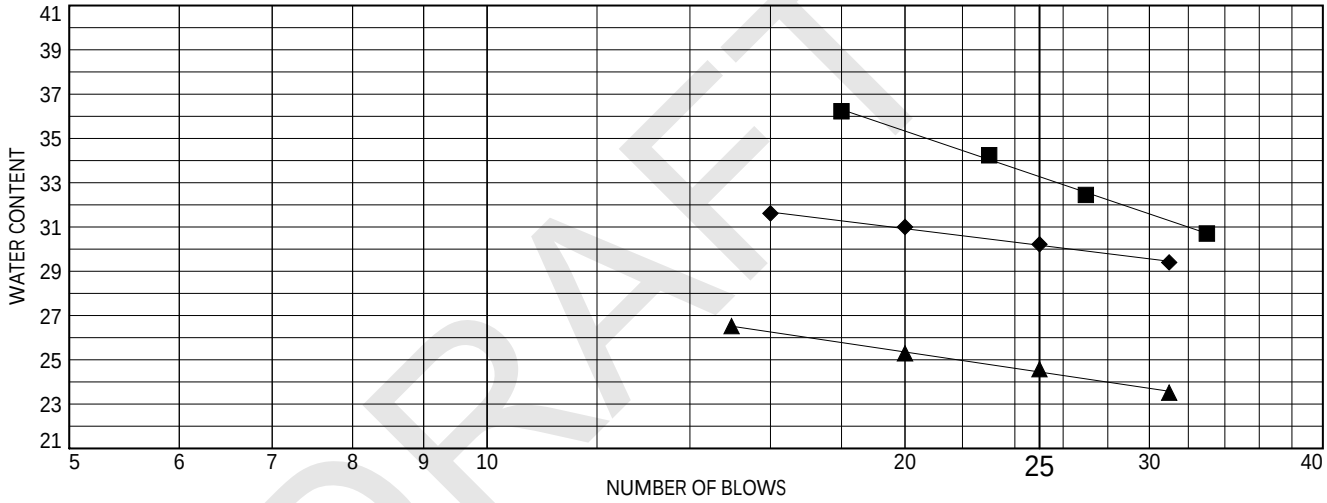
Corrosivity Test Summary

CTL # 041-224 **Date:** 8/16/2022 **Tested By:** PJ **Checked:** PJ
Client: AGS Inc. **Project:** Oakland USD: McClymonds **Proj. No:** AGS-21-027
Remarks:

Sample Location or ID			Resistivity @ 15.5 °C (Ohm-cm)			Chloride	Sulfate		pH	ORP	Moisture	Soil Visual Description
Boring	Sample, No.	Depth, ft.	As Rec.	Minimum	Saturated	mg/kg	mg/kg	%		(Redox)	At Test	
						Dry Wt.	Dry Wt.	Dry Wt.		mv	%	
			ASTM G57	Cal 643	ASTM G57	Cal 422-mod.	Cal 417-mod.	Cal 417-mod.	Cal 643	SM 2580B	ASTM D2216	
B-1	1	1-2.5	-	2552	-	112	103	0.0103	7.7	-	1.3	Black CLAY w/ Sand
B-2	2	5-6.5	-	714	-	241	903	0.0903	7.2	-	3.5	Yellowish Brown SILT w/ Sand
B-3	1	1.7-2.5	-	1334	-	19	95	0.0095	7.9	-	5.1	Brown CLAY w/ Sand

LIQUID AND PLASTIC LIMITS TEST REPORT





	MATERIAL DESCRIPTION	LL	PL	PI	%<#40	%<#200	USCS
●	Yellowish Brown SAND w/ Silt & Gravel		NP				
■	Brown SAND w/ Lean CLAY & Gravel	33	19	14			
▲	Yellowish Brown Silty SAND	24	27	NP			
◆	Yellowish Brown Lean Clayey SAND w/ Gravel	30	19	11			

Project No. 041-224 Client: AGS

Project: Oakland USD: McClymonds - AGS-21-027

●	Source of Sample: B-1	Depth: 22-23.5'	Sample Number: 6
■	Source of Sample: B-2	Depth: 13-14.5'	Sample Number: 4
▲	Source of Sample: B-2	Depth: 37-38.5'	Sample Number: 9
◆	Source of Sample: B-5	Depth: 32-33.5'	Sample Number: 9

Remarks:

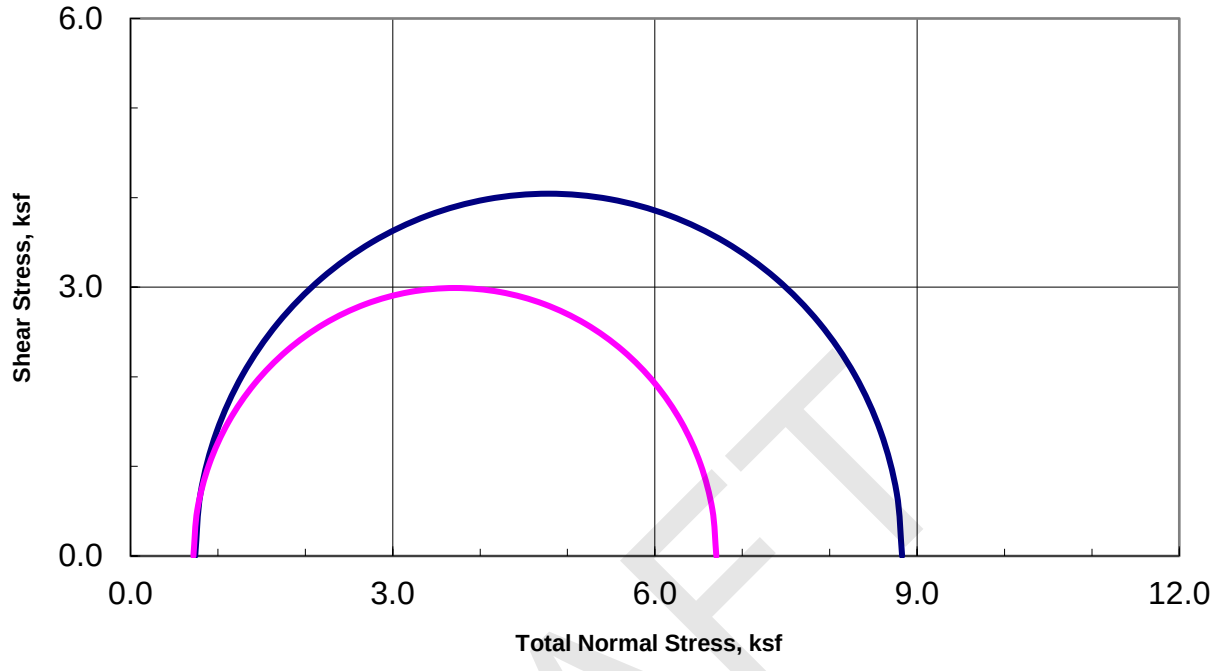
●Could not roll out. Sample slides in bowl. Non-plastic.

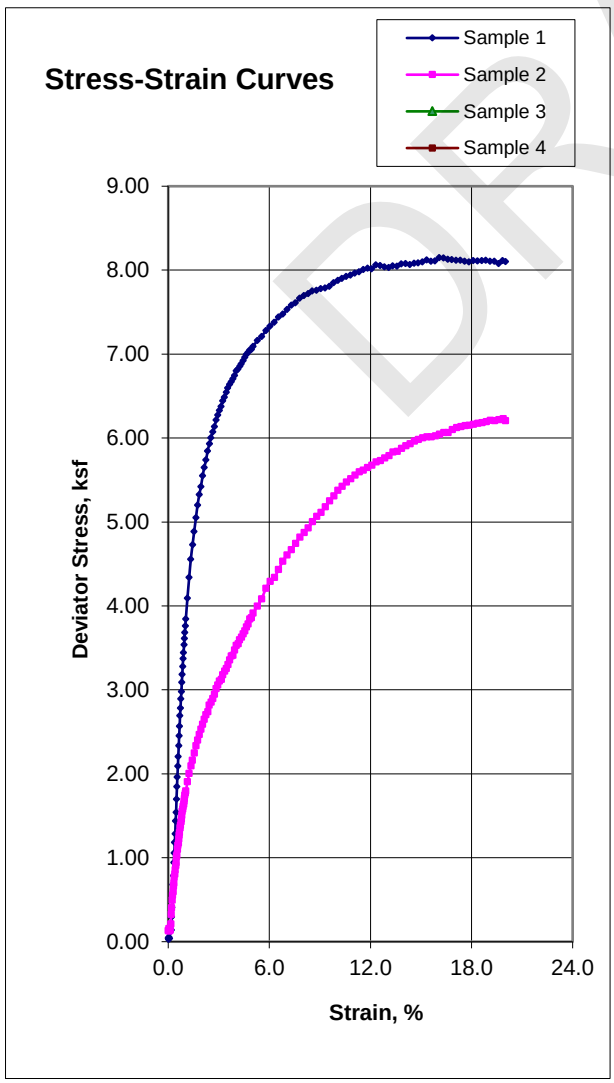
COOPER TESTING LABORATORY

Figure

Cooper Testing Labs, Inc.
937 Commercial Street
Palo Alto, CA 94303

Unconsolidated-Undrained Triaxial Test
ASTM D2850





Sample Data				
	1	2	3	4
Moisture %	19.9	18.7		
Dry Den,pcf	109.3	111.2		
Void Ratio	0.542	0.515		
Saturation %	99.3	98.0		
Height in	4.98	5.03		
Diameter in	2.40	2.40		
Cell psi	5.1	5.0		
Strain %	15.00	15.00		
Deviator, ksf	8.089	5.983		
Rate %/min	1.00	1.00		
in/min	0.050	0.050		
Job No.:	041-224			
Client:	AGS, Inc			
Project:	AGS-21-027			
Boring:	B-3	B-4		
Sample:	3A	3A		
Depth ft:	10-11.5	10-11.5		

Visual Soil Description	
Sample #	
1	Olive Gray Sandy CLAY w/ Gravel
2	Olive Brown Sandy CLAY
3	
4	

Remarks:

Note: Strengths are picked at the peak deviator stress or 15% strain which ever occurs first per ASTM D2850.

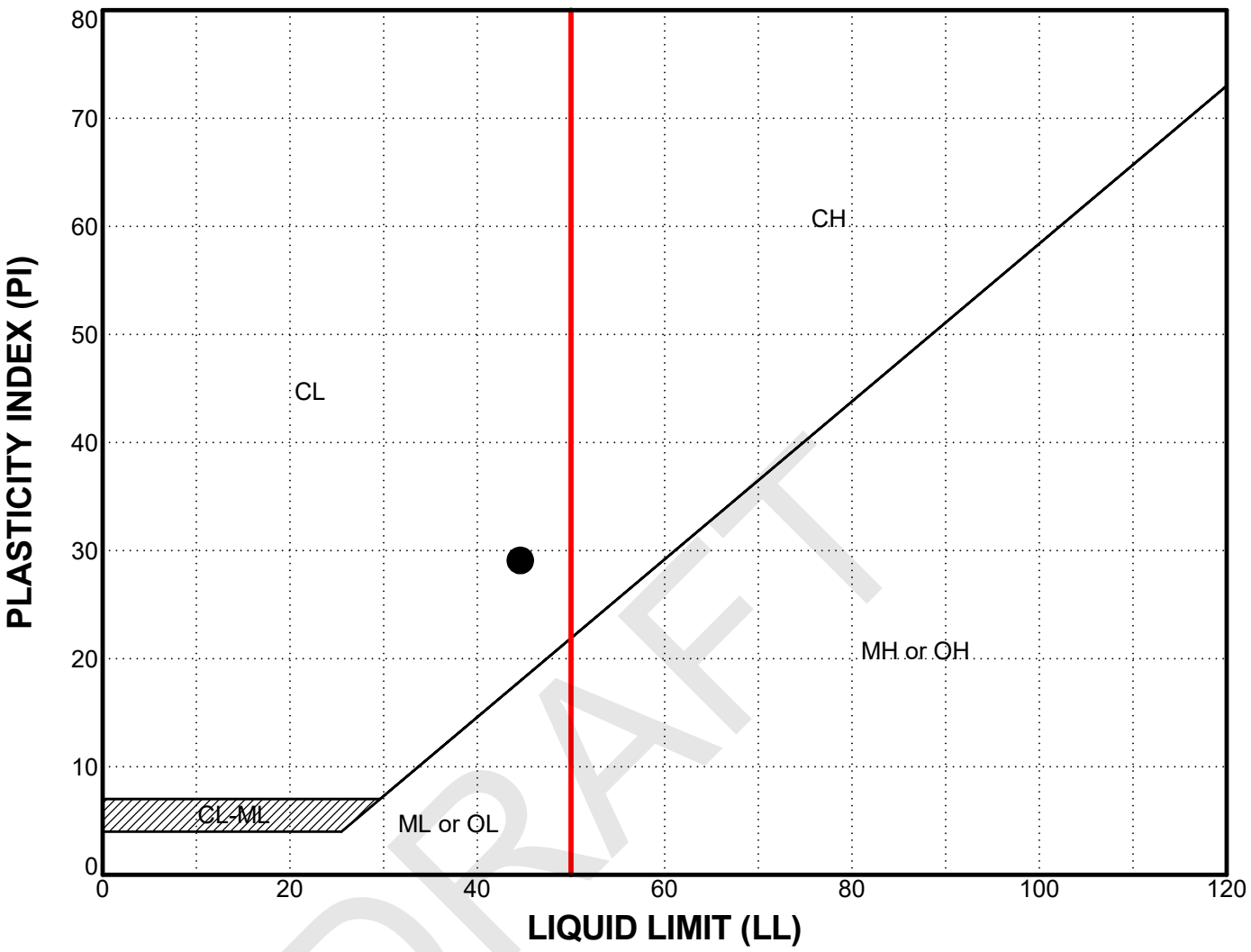
COOPER TESTING LABORATORY

#200 Bulk Sieve Wash Analysis
ASTM D 1140m

Job No.:	041-224	**Project No.:**	AGS-21-027	**Run By:**	MD
Client:	AGS	**Date:**	8/24/2022	**Checked By:**	DC
Project:	Oakland USD:McClymonds				

Boring:	B-1	B-2	B-5					
Sample:	6	4	9					
Depth, ft.:	22-23.5	13-14.5	32-33.5					
Soil Type:	Yellowish Brown SAND w/ Silt and Gravel	Brown SAND w/ Lean Clay and Gravel	Yellowish Brown Lean Clayey SAND w/ Gravel					
Bulk Sample wt. lb.	617.8	497.0	455.0					
Wt of Dish & Dry Soil <#4,gm	304.5	336.2	328.3					
Weight of Dish, gm	174.0	173.3	172.7					
Weight of Dry Soil <#4, gm	130.6	162.9	155.5					
Wt. Ret. on #4 Sieve, lb	213.8	172.1	155.2					
Wt. Ret. on #200 Sieve, gm	115.8	137.0	112.9					
% Gravel	**34.6**	**34.6**	**34.1**					
% Sand	**58.0**	**55.0**	**47.8**					
% Silt & Clay	**7.4**	**10.4**	**18.1**					

Remarks: As an added benefit to our clients, the gravel fraction may be included in this report. Whether or not it is included is dependent upon both the technician's time available and if there is a significant enough amount of gravel. The gravel is always included in the percent retained on the #200 sieve but may not be weighed separately to determine the percentage, especially if there is only a trace amount, (5% or less).

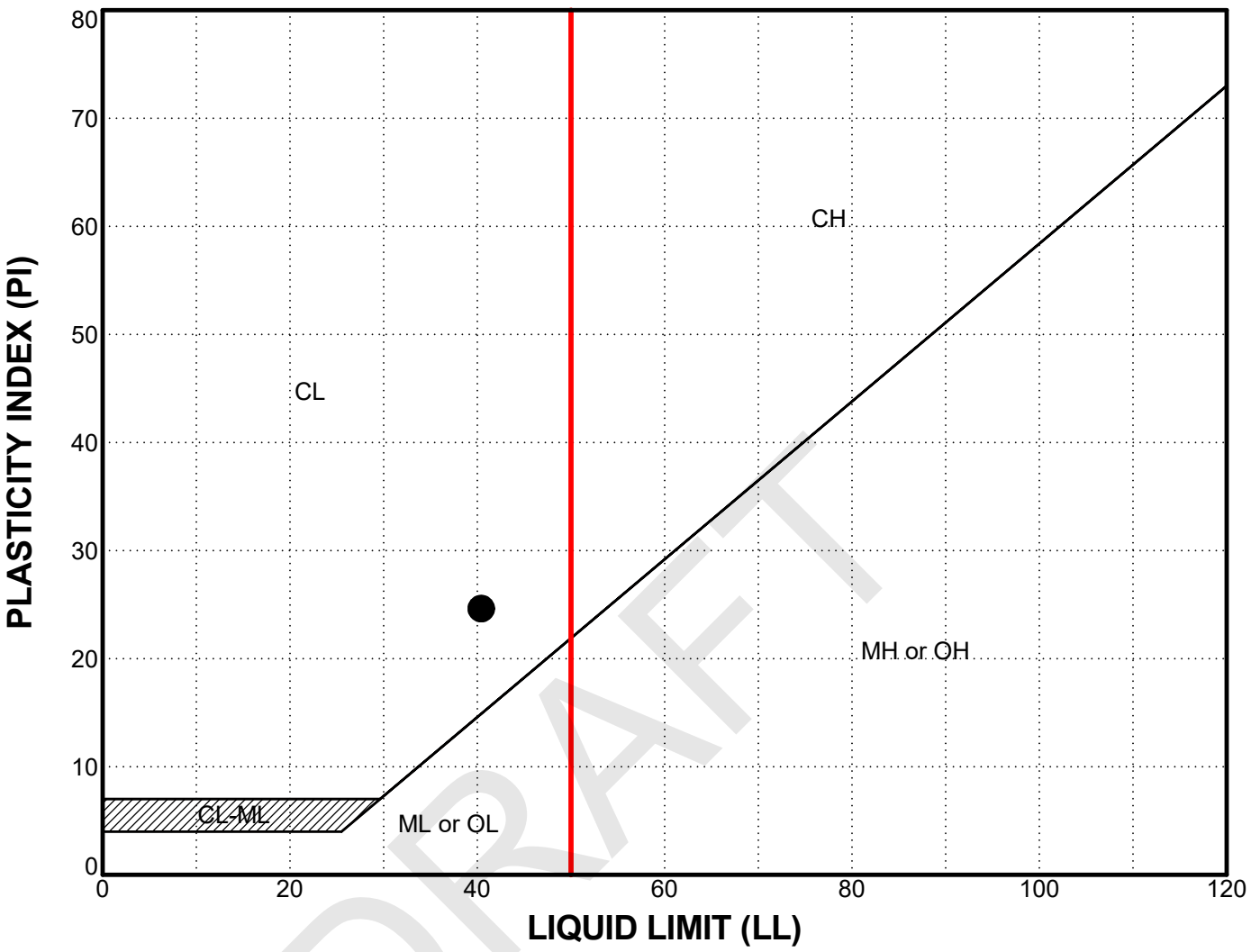


SAMPLE SOURCE	CLASSIFICATION	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	PLASTICITY INDEX (%)	% PASSING #200 SIEVE
● B-1 @ 5.0'	Lean Clay with Sand (CL)	45	15	30	82

PLASTICITY CHART
McClymonds High School
San Francisco, CA

AGS

JOB NO.	AGS-21-027	DATE	Aug 2022		PLATE B-2



SAMPLE SOURCE	CLASSIFICATION	LIQUID LIMIT (%)	PLASTIC LIMIT (%)	PLASTICITY INDEX (%)	% PASSING #200 SIEVE
● B-3 @ 5.0'	Lean Clay with Sand (CL)	40	16	24	83

PLASTICITY CHART
McClymonds High School
San Francisco, CA

AGS

JOB NO.	AGS-21-027	DATE	Aug 2022		PLATE B-2

APPENDIX D

LIQUEFACTION ANALYSIS

2014 Boulanger SPT Based Liquefaction Analysis Procedures

Input parameters (for liquefaction):

Boring number:	B-1	
Peak ground accel (g) =	0.81	
Earthquake magnitude, M =	7.3	
Water table depth (ft) =	6	
Average γ above water table (pcf) =	120	
Average γ below water table (pcf) =	120	
Borehole diameter (in) =	6	
Requires correction for sampler liners (YES/NO):	NO	
Rod lengths assumed equal to the depth plus	5	ft (for the above ground extension)

Input parameters (for lateral displacement):

Free face or gently sloping ground		FF or SG
Distance to a free face, L (ft)		(leave blank)
Free face height, H (ft)		(leave blank)
Ground slope, S (%)		(leave blank)

SPT sample number	Depth (ft)	Measured N	Soil Type (USCS)	Cohesive Soil? (Y if yes)	Flag "Clay" "Unsaturated" "Unreliable"	Fines content (%)	Energy ratio, ER (%)	C_E	C_B	C_R	C_S	N_{60}	σ_{vc} (psf)	σ'_{vc} (psf)	C_N	$(N_1)_{60}$	ΔN for fines content	$(N_1)_{60\text{-}CS}$	r_d	CSR	MSF_{max}	MSF	K_σ for sand	CRR for M=7.5 & σ'_{vc} =1atm	CRR	Factor of Safety	Limiting shear strain γ_{lim}	Para-meter Fα	Max. shear strain γ_{max}	ΔH_i (ft)	ΔLDI_i (in)	Vertical reconsol. Strain ε_v	ΔS_i (in)
1	1	6	SC-SM		Unsaturated		61	1.0167	1.05	0.75	1.00	4.8	120.0	120.0	1.70	8.2	0.0	8.17	1.00	0.529	1.157	1.0107	1.10	0.106	n.a.	n.a.	0.500	0.942	0.000	2.00	0.00	0.000	0.00
2	2	6	CL	Y	Unsaturated		61	1.0167	1.05	0.75	1.00	4.8	240.0	240.0	1.70	8.2	0.0	8.17	1.00	0.527	1.157	1.0107	1.10	0.106	n.a.	n.a.	0.500	0.942	0.000	2.00	0.00	0.000	0.00
3	5	17	CL	Y	Unsaturated		61	1.0167	1.05	0.8	1.00	14.5	600.0	600.0	1.67	24.2	0.0	24.20	0.99	0.523	1.680	1.0462	1.10	0.272	n.a.	n.a.	0.098	0.281	0.000	2.00	0.00	0.000	0.00
4	6	17	CL	Y	Cohesive		61	1.0167	1.05	0.8	1.00	14.5	720.0	720.0	1.33	n.a.	n.a.	n.a.	0.99	0.522	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	2.00	0.00	0.000	0.00
5	9	12	CL	Y	Cohesive		61	1.0167	1.05	0.85	1.00	10.9	1080.0	892.8	1.25	n.a.	n.a.	n.a.	0.98	0.625	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	4.00	0.00	0.000	0.00
6	14	10	CL	Y	Cohesive		61	1.0167	1.05	0.85	1.00	9.1	1680.0	1180.8	1.17	n.a.	n.a.	n.a.	0.96	0.722	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	6.00	0.00	0.000	0.00
7	18	37	SW-SM			7	61	1.0167	1.05	0.95	1.00	37.5	2160.0	1411.2	1.12	42.1	0.1	42.22	0.95	0.765	2.200	1.0815	1.10	2.000	2.000	2.00	0.005	-0.973	0.000	3.00	0.00	0.000	0.00
8	22	31	SW-SM			7	61	1.0167	1.05	0.95	1.00	31.4	2640.0	1641.6	1.09	34.2	0.1	34.32	0.93	0.789	2.200	1.0815	1.06	0.967	1.112	1.41	0.024	-0.388	0.016	4.00	0.77	0.003	0.13
9	25	21	CL	Y	Cohesive		61	1.0167	1.05	0.95	1.00	21.3	3000.0	1814.4	1.04	n.a.	n.a.	n.a.	0.92	0.800	n.a.	n.a.	1.04	n.a.	n.a.	n.a.	0.000	0.000	0.000	3.00	0.00	0.000	0.00
10	29	15	CH	Y	Cohesive		61	1.0167	1.05	1	1.00	16.0	3480.0	2044.8	1.01	n.a.	n.a.	n.a.	0.90	0.807	n.a.	n.a.	1.01	n.a.	n.a.	n.a.	0.000	0.000	0.000	3.00	0.00	0.000	0.00
11	32	15	CH	Y	Cohesive		61	1.0167	1.05	1	1.00	16.0	3840.0	2217.6	0.99	n.a.	n.a.	n.a.	0.89	0.808	n.a.	n.a.	0.99	n.a.	n.a.	n.a.	0.000	0.000	0.000	2.50	0.00	0.000	0.00
12	32	15	CH	Y	Cohesive		61	1.0167	1.05	1	1.00	16.0	3840.0	2217.6	0.99	n.a.	n.a.	n.a.	0.89	0.808	n.a.	n.a.	0.99	n.a.	n.a.	n.a.	0.000	0.000	0.000	0.00	0.00	0.000	0.00
13	32	15	CH	Y	Cohesive		61	1.0167	1.05	1	1.00	16.0	3840.0	2217.6	0.99	n.a.	n.a.	n.a.	0.89	0.808	n.a.	n.a.	0.99	n.a.	n.a.	n.a.	0.000	0.000	0.000	0.00	0.00	0.000	0.00
14	32	15	CH	Y	Cohesive		61	1.0167	1.05	1	1.00	16.0	3840.0	2217.6	0.99	n.a.	n.a.	n.a.	0.89	0.808	n.a.	n.a.	0.99	n.a.	n.a.	n.a.	0.000	0.000	0.000	0.00	0.00	0.000	0.00
15	32	15	CH	Y	Cohesive		61	1.0167	1.05	1	1.00	16.0	3840.0	2217.6	0.99	n.a.	n.a.	n.a.	0.89	0.808	n.a.	n.a.	0.99	n.a.	n.a.	n.a.	0.000	0.000	0.000	0.00	0.00	0.000	0.00

S (in) = 0.13

2014 Boulanger SPT Based Liquefaction Analysis Procedures

Input parameters (for liquefaction):

Boring number:	B-2	
Peak ground accel (g) =	0.81	
Earthquake magnitude, M =	7.3	
Water table depth (ft) =	6	
Average γ above water table (pcf) =	120	
Average γ below water table (pcf) =	120	
Borehole diameter (in) =	6	
Requires correction for sampler liners (YES/NO):	NO	
Rod lengths assumed equal to the depth plus	5	ft (for the above ground extension)

Input parameters (for lateral displacement):

Free face or gently sloping ground		FF or SG
Distance to a free face, L (ft)		(leave blank)
Free face height, H (ft)		(leave blank)
Ground slope, S (%)		(leave blank)

SPT sample number	Depth (ft)	Measured N	Soil Type (USCS)	Cohesive Soil? (Y if yes)	Flag "Clay" "Unsaturated" "Unreliable"	Fines content (%)	Energy ratio, ER (%)	C_E	C_B	C_R	C_S	N_{60}	σ_{vc} (psf)	σ'_{vc} (psf)	C_N	$(N_1)_{60}$	ΔN for fines content	$(N_1)_{60\text{-}CS}$	r_d	CSR	MSF_{max}	MSF	K_σ for sand	CRR for M=7.5 & σ'_{vc} =1atm	CRR	Factor of Safety	Limiting shear strain γ_{lim}	Para-meter Fα	Max. shear strain γ_{max}	ΔH_i (ft)	ΔLDI_i (in)	Vertical reconsol. Strain ε_v	ΔS_i (in)
1	1	25	SC-SM		Unsaturated		61	1.0167	1.05	0.75	1.00	20.0	120.0	120.0	1.70	34.0	0.0	34.03	1.00	0.529	2.200	1.0815	1.10	0.914	n.a.	n.a.	0.026	-0.367	0.000	2.00	0.00	0.000	0.00
2	2	25	CL	Y	Unsaturated		61	1.0167	1.05	0.75	1.00	20.0	240.0	240.0	1.70	34.0	0.0	34.03	1.00	0.527	2.200	1.0815	1.10	0.914	n.a.	n.a.	0.026	-0.367	0.000	2.00	0.00	0.000	0.00
3	5	22	CL	Y	Unsaturated		61	1.0167	1.05	0.8	1.00	18.8	600.0	600.0	1.58	29.7	0.0	29.74	0.99	0.523	1.981	1.0666	1.10	0.469	n.a.	n.a.	0.048	-0.071	0.000	2.00	0.00	0.000	0.00
4	6	22	CL	Y	Cohesive		61	1.0167	1.05	0.8	1.00	18.8	720.0	720.0	1.33	n.a.	n.a.	n.a.	0.99	0.522	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	4.00	0.00	0.000	0.00
5	10	26	SW-SC			10	61	1.0167	1.05	0.85	1.00	23.6	1200.0	950.4	1.32	31.1	1.1	32.28	0.98	0.650	2.140	1.0774	1.10	0.673	0.798	1.23	0.034	-0.244	0.023	2.00	0.55	0.004	0.10
6	13	27	SW-SC			10	61	1.0167	1.05	0.85	1.00	24.5	1560.0	1123.2	1.25	30.6	1.1	31.72	0.97	0.708	2.104	1.0750	1.10	0.617	0.730	1.03	0.036	-0.206	0.033	4.50	1.78	0.006	0.33
7	16.5	14	CL	Y	Cohesive		61	1.0167	1.05	0.95	1.00	14.2	1980.0	1324.8	1.13	n.a.	n.a.	n.a.	0.95	0.751	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	5.50	0.00	0.000	0.00
8	22	15	CH	Y	Cohesive		61	1.0167	1.05	0.95	1.00	15.2	2640.0	1641.6	1.07	n.a.	n.a.	n.a.	0.93	0.789	n.a.	n.a.	1.07	n.a.	n.a.	n.a.	0.000	0.000	0.000	3.00	0.00	0.000	0.00
9	27	19	CH	Y	Cohesive		61	1.0167	1.05	0.95	1.00	19.3	3240.0	1929.6	1.02	n.a.	n.a.	n.a.	0.91	0.804	n.a.	n.a.	1.03	n.a.	n.a.	n.a.	0.000	0.000	0.000	5.00	0.00	0.000	0.00
10	32	14	CH	Y	Cohesive		61	1.0167	1.05	1	1.00	14.9	3840.0	2217.6	0.99	n.a.	n.a.	n.a.	0.89	0.808	n.a.	n.a.	0.99	n.a.	n.a.	n.a.	0.000	0.000	0.000	7.00	0.00	0.000	0.00
11	37	27	SC-SM			12	61	1.0167	1.05	1	1.00	28.8	4440.0	2505.6	0.94	27.0	2.1	29.12	0.86	0.804	1.945	1.0642	0.97	0.435	0.447	0.56	0.052	-0.030	0.052	5.00	3.14	0.011	0.64
12	42	17	CL	Y	Cohesive		61	1.0167	1.05	1	1.00	18.1	5040.0	2793.6	0.93	n.a.	n.a.	n.a.	0.84	0.795	n.a.	n.a.	0.92	n.a.	n.a.	n.a.	0.000	0.000	0.000	3.00	0.00	0.000	0.00
13	47	16	CL	Y	Cohesive		61	1.0167	1.05	1	1.00	17.1	5640.0	3081.6	0.91	n.a.	n.a.	n.a.	0.81	0.783	n.a.	n.a.	0.89	n.a.	n.a.	n.a.	0.000	0.000	0.000	7.00	0.00	0.000	0.00
14	52	14	CH	Y	Cohesive		61	1.0167	1.05	1	1.00	14.9	6240.0	3369.6	0.88	n.a.	n.a.	n.a.	0.79	0.768	n.a.	n.a.	0.86	n.a.	n.a.	n.a.	0.000	0.000	0.000	10.00	0.00	0.000	0.00
15	62	66	SC			12	61	1.0167	1.05	1	1.00	70.5	7440.0	3945.6	0.85	59.8	2.1	61.83	0.74	0.735	2.200	1.0815	0.82	2.000	1.763	2.00	0.000	-2.580	0.000	9.50	0.00	0.000	0.00

S (in) = 1.08

2014 Boulanger SPT Based Liquefaction Analysis Procedures

Input parameters (for liquefaction):

Boring number:	B-3	
Peak ground accel (g) =	0.81	
Earthquake magnitude, M =	7.3	
Water table depth (ft) =	6	
Average γ above water table (pcf) =	120	
Average γ below water table (pcf) =	120	
Borehole diameter (in) =	6	
Requires correction for sampler liners (YES/NO):	NO	
Rod lengths assumed equal to the depth plus	5	ft (for the above ground extension)

Input parameters (for lateral displacement):

Free face or gently sloping ground		FF or SG
Distance to a free face, L (ft)		(leave blank)
Free face height, H (ft)		(leave blank)
Ground slope, S (%)		(leave blank)

SPT sample number	Depth (ft)	Measured N	Soil Type (USCS)	Cohesive Soil? (Y if yes)	Flag "Clay" "Unsaturated" "Unreliable"	Fines content (%)	Energy ratio, ER (%)	C_E	C_B	C_R	C_S	N_{60}	σ_{vc} (psf)	σ'_{vc} (psf)	C_N	$(N_1)_{60}$	ΔN for fines content	$(N_1)_{60\text{-}CS}$	r_d	CSR	MSF_{max}	MSF	K_σ for sand	CRR for M=7.5 & σ'_{vc} =1atm	CRR	Factor of Safety	Limiting shear strain γ_{lim}	Para-meter Fα	Max. shear strain γ_{max}	ΔH_i (ft)	ΔLDI_i (in)	Vertical reconsol. Strain ε_v	ΔS_i (in)
1	1	5	SC-SM		Unsaturated	12	95.5	1.5917	1.05	0.75	1.00	6.3	120.0	120.0	1.70	10.7	2.1	12.73	1.00	0.529	1.253	1.0172	1.10	0.138	n.a.	n.a.	0.352	0.839	0.000	2.00	0.00	0.000	0.00
2	2	5	CL	Y	Unsaturated		95.5	1.5917	1.05	0.75	1.00	6.3	240.0	240.0	1.70	10.7	0.0	10.65	1.00	0.527	1.204	1.0139	1.10	0.123	n.a.	n.a.	0.440	0.899	0.000	2.00	0.00	0.000	0.00
3	5	14	CL	Y	Unsaturated		95.5	1.5917	1.05	0.8	1.00	18.7	600.0	600.0	1.58	29.7	0.0	29.65	0.99	0.523	1.976	1.0663	1.10	0.464	n.a.	n.a.	0.049	-0.065	0.000	4.00	0.00	0.000	0.00
4	10	12	CL	Y	Cohesive		95.5	1.5917	1.05	0.85	1.00	17.0	1200.0	950.4	1.23	n.a.	n.a.	n.a.	0.98	0.650	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	5.00	0.00	0.000	0.00
5	15	11	CL	Y	Cohesive		95.5	1.5917	1.05	0.95	1.00	17.5	1800.0	1238.4	1.15	n.a.	n.a.	n.a.	0.96	0.735	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	7.00	0.00	0.000	0.00
6	20	9	CH	Y	Cohesive		95.5	1.5917	1.05	0.95	1.00	14.3	2400.0	1526.4	1.09	n.a.	n.a.	n.a.	0.94	0.779	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	5.00	0.00	0.000	0.00
7	25	12	CL	Y	Cohesive		95.5	1.5917	1.05	0.95	1.00	19.1	3000.0	1814.4	1.04	n.a.	n.a.	n.a.	0.92	0.800	n.a.	n.a.	1.04	n.a.	n.a.	n.a.	0.000	0.000	0.000	5.00	0.00	0.000	0.00
8	30	11	CL	Y	Cohesive		95.5	1.5917	1.05	1	1.00	18.4	3600.0	2102.4	1.00	n.a.	n.a.	n.a.	0.90	0.808	n.a.	n.a.	1.00	n.a.	n.a.	n.a.	0.000	0.000	0.000	2.00	0.00	0.000	0.00
9	33	10	CL	Y	Cohesive		95.5	1.5917	1.05	1	1.00	16.7	3960.0	2275.2	0.98	n.a.	n.a.	n.a.	0.88	0.808	n.a.	n.a.	0.98	n.a.	n.a.	n.a.	0.000	0.000	0.000	2.50	0.00	0.000	0.00
10	33	10	CL	Y	Cohesive		95.5	1.5917	1.05	1	1.00	16.7	3960.0	2275.2	0.98	n.a.	n.a.	n.a.	0.88	0.808	n.a.	n.a.	0.98	n.a.	n.a.	n.a.	0.000	0.000	0.000	0.00	0.00	0.000	0.00
11	33	10	CL	Y	Cohesive		95.5	1.5917	1.05	1	1.00	16.7	3960.0	2275.2	0.98	n.a.	n.a.	n.a.	0.88	0.808	n.a.	n.a.	0.98	n.a.	n.a.	n.a.	0.000	0.000	0.000	0.00	0.00	0.000	0.00
12	33	10	CL	Y	Cohesive		95.5	1.5917	1.05	1	1.00	16.7	3960.0	2275.2	0.98	n.a.	n.a.	n.a.	0.88	0.808	n.a.	n.a.	0.98	n.a.	n.a.	n.a.	0.000	0.000	0.000	0.00	0.00	0.000	0.00
13	33	10	CL	Y	Cohesive		95.5	1.5917	1.05	1	1.00	16.7	3960.0	2275.2	0.98	n.a.	n.a.	n.a.	0.88	0.808	n.a.	n.a.	0.98	n.a.	n.a.	n.a.	0.000	0.000	0.000	0.00	0.00	0.000	0.00
14	33	10	CL	Y	Cohesive		95.5	1.5917	1.05	1	1.00	16.7	3960.0	2275.2	0.98	n.a.	n.a.	n.a.	0.88	0.808	n.a.	n.a.	0.98	n.a.	n.a.	n.a.	0.000	0.000	0.000	0.00	0.00	0.000	0.00
15	33	10	CL	Y	Cohesive		95.5	1.5917	1.05	1	1.00	16.7	3960.0	2275.2	0.98	n.a.	n.a.	n.a.	0.88	0.808	n.a.	n.a.	0.98	n.a.	n.a.	n.a.	0.000	0.000	0.000	0.00	0.00	0.000	0.00

S (in) = 0.00

2014 Boulanger SPT Based Liquefaction Analysis Procedures

Input parameters (for liquefaction):

Boring number:	B-4	
Peak ground accel (g) =	0.81	
Earthquake magnitude, M =	7.3	
Water table depth (ft) =	6	
Average γ above water table (pcf) =	120	
Average γ below water table (pcf) =	120	
Borehole diameter (in) =	6	
Requires correction for sampler liners (YES/NO):	NO	
Rod lengths assumed equal to the depth plus	5	ft (for the above ground extension)

Input parameters (for lateral displacement):

Free face or gently sloping ground		FF or SG
Distance to a free face, L (ft)		(leave blank)
Free face height, H (ft)		(leave blank)
Ground slope, S (%)		(leave blank)

SPT sample number	Depth (ft)	Measured N	Soil Type (USCS)	Cohesive Soil? (Y if yes)	Flag "Clay" "Unsaturated" "Unreliable"	Fines content (%)	Energy ratio, ER (%)	C_E	C_B	C_R	C_S	N_{60}	σ_{vc} (psf)	σ'_{vc} (psf)	C_N	$(N_1)_{60}$	ΔN for fines content	$(N_1)_{60\text{-}CS}$	r_d	CSR	MSF_{max}	MSF	K_σ for sand	CRR for M=7.5 & σ'_{vc} =1atm	CRR	Factor of Safety	Limiting shear strain γ_{lim}	Para-meter Fα	Max. shear strain γ_{max}	ΔH_i (ft)	ΔLDI_i (in)	Vertical reconsol. Strain ε_v	ΔS_i (in)
1	1	11	SC-SM		Unsaturated	12	61	1.0167	1.05	0.75	1.00	8.8	120.0	120.0	1.70	15.0	2.1	17.04	1.00	0.529	1.383	1.0260	1.10	0.174	n.a.	n.a.	0.220	0.665	0.000	2.00	0.00	0.000	0.00
2	2	11	CL	Y	Unsaturated		61	1.0167	1.05	0.75	1.00	8.8	240.0	240.0	1.70	15.0	0.0	14.97	1.00	0.527	1.316	1.0215	1.10	0.156	n.a.	n.a.	0.276	0.756	0.000	2.00	0.00	0.000	0.00
3	5	22	CL	Y	Unsaturated		61	1.0167	1.05	0.8	1.00	18.8	600.0	600.0	1.58	29.7	0.0	29.74	0.99	0.523	1.981	1.0666	1.10	0.469	n.a.	n.a.	0.048	-0.071	0.000	2.00	0.00	0.000	0.00
4	6	22	CL	Y	Cohesive		61	1.0167	1.05	0.8	1.00	18.8	720.0	720.0	1.33	n.a.	n.a.	n.a.	0.99	0.522	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	2.00	0.00	0.000	0.00
5	10	15	CL	Y	Cohesive		61	1.0167	1.05	0.85	1.00	13.6	1200.0	950.4	1.23	n.a.	n.a.	n.a.	0.98	0.650	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	4.00	0.00	0.000	0.00
6	13	16	CL	Y	Cohesive		61	1.0167	1.05	0.85	1.00	14.5	1560.0	1123.2	1.18	n.a.	n.a.	n.a.	0.97	0.708	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	3.00	0.00	0.000	0.00
7	16	20	CL	Y	Cohesive		61	1.0167	1.05	0.95	1.00	20.3	1920.0	1296.0	1.14	n.a.	n.a.	n.a.	0.96	0.746	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	5.00	0.00	0.000	0.00
8	20	9	CH	Y	Cohesive		61	1.0167	1.05	0.95	1.00	9.1	2400.0	1526.4	1.09	n.a.	n.a.	n.a.	0.94	0.779	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	2.00	0.00	0.000	0.00
9	23	17	CH	Y	Cohesive		61	1.0167	1.05	0.95	1.00	17.2	2760.0	1699.2	1.06	n.a.	n.a.	n.a.	0.93	0.793	n.a.	n.a.	1.06	n.a.	n.a.	n.a.	0.000	0.000	0.000	5.00	0.00	0.000	0.00
10	27	50	SC			12	61	1.0167	1.05	0.95	1.00	50.7	3240.0	1929.6	1.02	51.9	2.1	53.98	0.91	0.804	2.200	1.0815	1.03	2.000	2.000	2.00	0.000	-1.916	0.000	3.00	0.00	0.000	0.00
11	30	79	SC			12	61	1.0167	1.05	1	1.00	84.3	3600.0	2102.4	1.00	84.4	2.1	86.48	0.90	0.808	2.200	1.0815	1.00	2.000	2.000	2.00	0.000	-4.794	0.000	3.00	0.00	0.000	0.00
12	33	27	CL	Y	Cohesive		61	1.0167	1.05	1	1.00	28.8	3960.0	2275.2	0.98	n.a.	n.a.	n.a.	0.88	0.808	n.a.	n.a.	0.98	n.a.	n.a.	n.a.	0.000	0.000	0.000	1.50	0.00	0.000	0.00
13	33	27	CL	Y	Cohesive		61	1.0167	1.05	1	1.00	28.8	3960.0	2275.2	0.98	n.a.	n.a.	n.a.	0.88	0.808	n.a.	n.a.	0.98	n.a.	n.a.	n.a.	0.000	0.000	0.000	0.00	0.00	0.000	0.00
14	33	27	CL	Y	Cohesive		61	1.0167	1.05	1	1.00	28.8	3960.0	2275.2	0.98	n.a.	n.a.	n.a.	0.88	0.808	n.a.	n.a.	0.98	n.a.	n.a.	n.a.	0.000	0.000	0.000	0.00	0.00	0.000	0.00
15	33	27	CL	Y	Cohesive		61	1.0167	1.05	1	1.00	28.8	3960.0	2275.2	0.98	n.a.	n.a.	n.a.	0.88	0.808	n.a.	n.a.	0.98	n.a.	n.a.	n.a.	0.000	0.000	0.000	0.00	0.00	0.000	0.00

S (in) = 0.00

2014 Boulanger SPT Based Liquefaction Analysis Procedures

Input parameters (for liquefaction):

Boring number:	B-5	
Peak ground accel (g) =	0.81	
Earthquake magnitude, M =	7.3	
Water table depth (ft) =	6	
Average γ above water table (pcf) =	120	
Average γ below water table (pcf) =	120	
Borehole diameter (in) =	6	
Requires correction for sampler liners (YES/NO):	NO	
Rod lengths assumed equal to the depth plus	5	ft (for the above ground extension)

Input parameters (for lateral displacement):

Free face or gently sloping ground		FF or SG
Distance to a free face, L (ft)		(leave blank)
Free face height, H (ft)		(leave blank)
Ground slope, S (%)		(leave blank)

SPT sample number	Depth (ft)	Measured N	Soil Type (USCS)	Cohesive Soil? (Y if yes)	Flag "Clay" "Unsaturated" "Unreliable"	Fines content (%)	Energy ratio, ER (%)	C_E	C_B	C_R	C_S	N_{60}	σ_{vc} (psf)	σ'_{vc} (psf)	C_N	$(N_1)_{60}$	ΔN for fines content	$(N_1)_{60\text{-}CS}$	r_d	CSR	MSF_{max}	MSF	K_σ for sand	CRR for M=7.5 & σ'_{vc} =1atm	CRR	Factor of Safety	Limiting shear strain γ_{lim}	Para-meter Fα	Max. shear strain γ_{max}	ΔH_i (ft)	ΔLDI_i (in)	Vertical reconsol. Strain ε_v	ΔS_i (in)
1	1	7	SC-SM		Unsaturated	12	95.5	1.5917	1.05	0.75	1.00	8.8	120.0	120.0	1.70	14.9	2.1	16.99	1.00	0.529	1.381	1.0259	1.10	0.174	n.a.	n.a.	0.222	0.667	0.000	2.50	0.00	0.000	0.00
2	2.5	7	CL	Y	Unsaturated		95.5	1.5917	1.05	0.75	1.00	8.8	300.0	300.0	1.70	14.9	0.0	14.92	1.00	0.527	1.314	1.0213	1.10	0.155	n.a.	n.a.	0.278	0.758	0.000	2.50	0.00	0.000	0.00
3	5	11	CL	Y	Unsaturated		95.5	1.5917	1.05	0.8	1.00	14.7	600.0	600.0	1.66	24.5	0.0	24.45	0.99	0.523	1.692	1.0470	1.10	0.278	n.a.	n.a.	0.095	0.265	0.000	1.00	0.00	0.000	0.00
4	6	11	CL	Y	Cohesive		95.5	1.5917	1.05	0.8	1.00	14.7	720.0	720.0	1.33	n.a.	n.a.	n.a.	0.99	0.522	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	2.00	0.00	0.000	0.00
5	10	10	CL	Y	Cohesive		95.5	1.5917	1.05	0.85	1.00	14.2	1200.0	950.4	1.23	n.a.	n.a.	n.a.	0.98	0.650	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	5.00	0.00	0.000	0.00
6	15	10	CL	Y	Cohesive		95.5	1.5917	1.05	0.95	1.00	15.9	1800.0	1238.4	1.15	n.a.	n.a.	n.a.	0.96	0.735	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	7.00	0.00	0.000	0.00
7	20	7	CH	Y	Cohesive		95.5	1.5917	1.05	0.95	1.00	11.1	2400.0	1526.4	1.09	n.a.	n.a.	n.a.	0.94	0.779	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	3.00	0.00	0.000	0.00
8	23	17	CL	Y	Cohesive		95.5	1.5917	1.05	0.95	1.00	27.0	2760.0	1699.2	1.06	n.a.	n.a.	n.a.	0.93	0.793	n.a.	n.a.	1.06	n.a.	n.a.	n.a.	0.000	0.000	0.000	3.00	0.00	0.000	0.00
9	26	11	GW-GC			8	95.5	1.5917	1.05	0.95	1.00	17.5	3120.0	1872.0	1.06	18.4	0.4	18.80	0.91	0.802	1.446	1.0303	1.02	0.192	0.201	0.25	0.182	0.580	0.182	2.00	4.36	0.024	0.58
10	29	34	GW-GC			8	95.5	1.5917	1.05	1	1.00	56.8	3480.0	2044.8	1.01	57.3	0.4	57.66	0.90	0.807	2.200	1.0815	1.01	2.000	2.000	2.00	0.000	-2.224	0.000	4.00	0.00	0.000	0.00
11	32	25	SW-SC			18	95.5	1.5917	1.05	1	1.00	41.8	3840.0	2217.6	0.99	41.2	4.1	45.32	0.89	0.808	2.200	1.0815	0.99	2.000	2.000	2.00	0.002	-1.215	0.000	5.00	0.00	0.000	0.00
12	37	16	CL	Y	Cohesive		95.5	1.5917	1.05	1	1.00	26.7	4440.0	2505.6	0.96	n.a.	n.a.	n.a.	0.86	0.804	n.a.	n.a.	0.95	n.a.	n.a.	n.a.	0.000	0.000	0.000	3.00	0.00	0.000	0.00
13	42	23	CL	Y	Cohesive		95.5	1.5917	1.05	1	1.00	38.4	5040.0	2793.6	0.93	n.a.	n.a.	n.a.	0.84	0.795	n.a.	n.a.	0.92	n.a.	n.a.	n.a.	0.000	0.000	0.000	3.50	0.00	0.000	0.00
14	42	23	CL	Y	Cohesive		95.5	1.5917	1.05	1	1.00	38.4	5040.0	2793.6	0.93	n.a.	n.a.	n.a.	0.84	0.795	n.a.	n.a.	0.92	n.a.	n.a.	n.a.	0.000	0.000	0.000	0.00	0.00	0.000	0.00
15	42	23	CL	Y	Cohesive		95.5	1.5917	1.05	1	1.00	38.4	5040.0	2793.6	0.93	n.a.	n.a.	n.a.	0.84	0.795	n.a.	n.a.	0.92	n.a.	n.a.	n.a.	0.000	0.000	0.000	0.00	0.00	0.000	0.00

S (in) = 0.58

2014 Boulanger SPT Based Liquefaction Analysis Procedures

Input parameters (for liquefaction):

Boring number:	B-6	
Peak ground accel (g) =	0.81	
Earthquake magnitude, M =	7.3	
Water table depth (ft) =	6	
Average γ above water table (pcf) =	120	
Average γ below water table (pcf) =	120	
Borehole diameter (in) =	6	
Requires correction for sampler liners (YES/NO):	NO	
Rod lengths assumed equal to the depth plus	5	ft (for the above ground extension)

Input parameters (for lateral displacement):

Free face or gently sloping ground		FF or SG
Distance to a free face, L (ft)		(leave blank)
Free face height, H (ft)		(leave blank)
Ground slope, S (%)		(leave blank)

SPT sample number	Depth (ft)	Measured N	Soil Type (USCS)	Cohesive Soil? (Y if yes)	Flag "Clay" "Unsaturated" "Unreliable"	Fines content (%)	Energy ratio, ER (%)	C_E	C_B	C_R	C_S	N_{60}	σ_{vc} (psf)	σ'_{vc} (psf)	C_N	$(N_1)_{60}$	ΔN for fines content	$(N_1)_{60\text{-}CS}$	r_d	CSR	MSF_{max}	MSF	K_σ for sand	CRR for M=7.5 & σ'_{vc} =1atm	CRR	Factor of Safety	Limiting shear strain γ_{lim}	Para-meter Fα	Max. shear strain γ_{max}	ΔH_i (ft)	ΔLDI_i (in)	Vertical reconsol. Strain ε_v	ΔS_i (in)
1	1	2	SC-SM		Unsaturated	12	61	1.0167	1.05	0.75	1.00	1.6	120.0	120.0	1.70	2.7	2.1	4.79	1.00	0.529	1.113	1.0077	1.10	0.085	n.a.	n.a.	0.500	0.948	0.000	2.00	0.00	0.000	0.00
2	2	2	CL	Y	Unsaturated		61	1.0167	1.05	0.75	1.00	1.6	240.0	240.0	1.70	2.7	0.0	2.72	1.00	0.527	1.097	1.0066	1.10	0.074	n.a.	n.a.	0.500	0.948	0.000	2.00	0.00	0.000	0.00
3	5	18	CL	Y	Unsaturated		61	1.0167	1.05	0.8	1.00	15.4	600.0	600.0	1.65	25.3	0.0	25.34	0.99	0.523	1.737	1.0501	1.10	0.298	n.a.	n.a.	0.085	0.211	0.000	2.00	0.00	0.000	0.00
4	6	18	CL	Y	Cohesive		61	1.0167	1.05	0.8	1.00	15.4	720.0	720.0	1.33	n.a.	n.a.	n.a.	0.99	0.522	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	2.00	0.00	0.000	0.00
5	10	15	CL	Y	Cohesive		61	1.0167	1.05	0.85	1.00	13.6	1200.0	950.4	1.23	n.a.	n.a.	n.a.	0.98	0.650	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	7.00	0.00	0.000	0.00
6	15	16	SP			3	61	1.0167	1.05	0.95	1.00	16.2	1800.0	1238.4	1.26	20.5	0.0	20.47	0.96	0.735	1.512	1.0348	1.07	0.212	0.235	0.32	0.151	0.492	0.151	0.50	0.90	0.023	0.14
7	15.5	10	CH	Y	Cohesive		61	1.0167	1.05	0.95	1.00	10.1	1860.0	1267.2	1.14	n.a.	n.a.	n.a.	0.96	0.741	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	1.50	0.00	0.000	0.00
8	18	9	CH	Y	Cohesive		61	1.0167	1.05	0.95	1.00	9.1	2160.0	1411.2	1.11	n.a.	n.a.	n.a.	0.95	0.765	n.a.	n.a.	1.10	n.a.	n.a.	n.a.	0.000	0.000	0.000	5.00	0.00	0.000	0.00
9	24	17	CH	Y	Cohesive		61	1.0167	1.05	0.95	1.00	17.2	2880.0	1756.8	1.05	n.a.	n.a.	n.a.	0.92	0.797	n.a.	n.a.	1.05	n.a.	n.a.	n.a.	0.000	0.000	0.000	6.00	0.00	0.000	0.00
10	30	13	CH	Y	Cohesive		61	1.0167	1.05	1	1.00	13.9	3600.0	2102.4	1.00	n.a.	n.a.	n.a.	0.90	0.808	n.a.	n.a.	1.00	n.a.	n.a.	n.a.	0.000	0.000	0.000	3.50	0.00	0.000	0.00
11	30	13	CH	Y	Cohesive		61	1.0167	1.05	1	1.00	13.9	3600.0	2102.4	1.00	n.a.	n.a.	n.a.	0.90	0.808	n.a.	n.a.	1.00	n.a.	n.a.	n.a.	0.000	0.000	0.000	0.00	0.00	0.000	0.00
12	30	13	CH	Y	Cohesive		61	1.0167	1.05	1	1.00	13.9	3600.0	2102.4	1.00	n.a.	n.a.	n.a.	0.90	0.808	n.a.	n.a.	1.00	n.a.	n.a.	n.a.	0.000	0.000	0.000	0.00	0.00	0.000	0.00
13	30	13	CH	Y	Cohesive		61	1.0167	1.05	1	1.00	13.9	3600.0	2102.4	1.00	n.a.	n.a.	n.a.	0.90	0.808	n.a.	n.a.	1.00	n.a.	n.a.	n.a.	0.000	0.000	0.000	0.00	0.00	0.000	0.00
14	30	13	CH	Y	Cohesive		61	1.0167	1.05	1	1.00	13.9	3600.0	2102.4	1.00	n.a.	n.a.	n.a.	0.90	0.808	n.a.	n.a.	1.00	n.a.	n.a.	n.a.	0.000	0.000	0.000	0.00	0.00	0.000	0.00
15	30	13	CH	Y	Cohesive		61	1.0167	1.05	1	1.00	13.9	3600.0	2102.4	1.00	n.a.	n.a.	n.a.	0.90	0.808	n.a.	n.a.	1.00	n.a.	n.a.	n.a.	0.000	0.000	0.000	0.00	0.00	0.000	0.00

S (in) = 0.14

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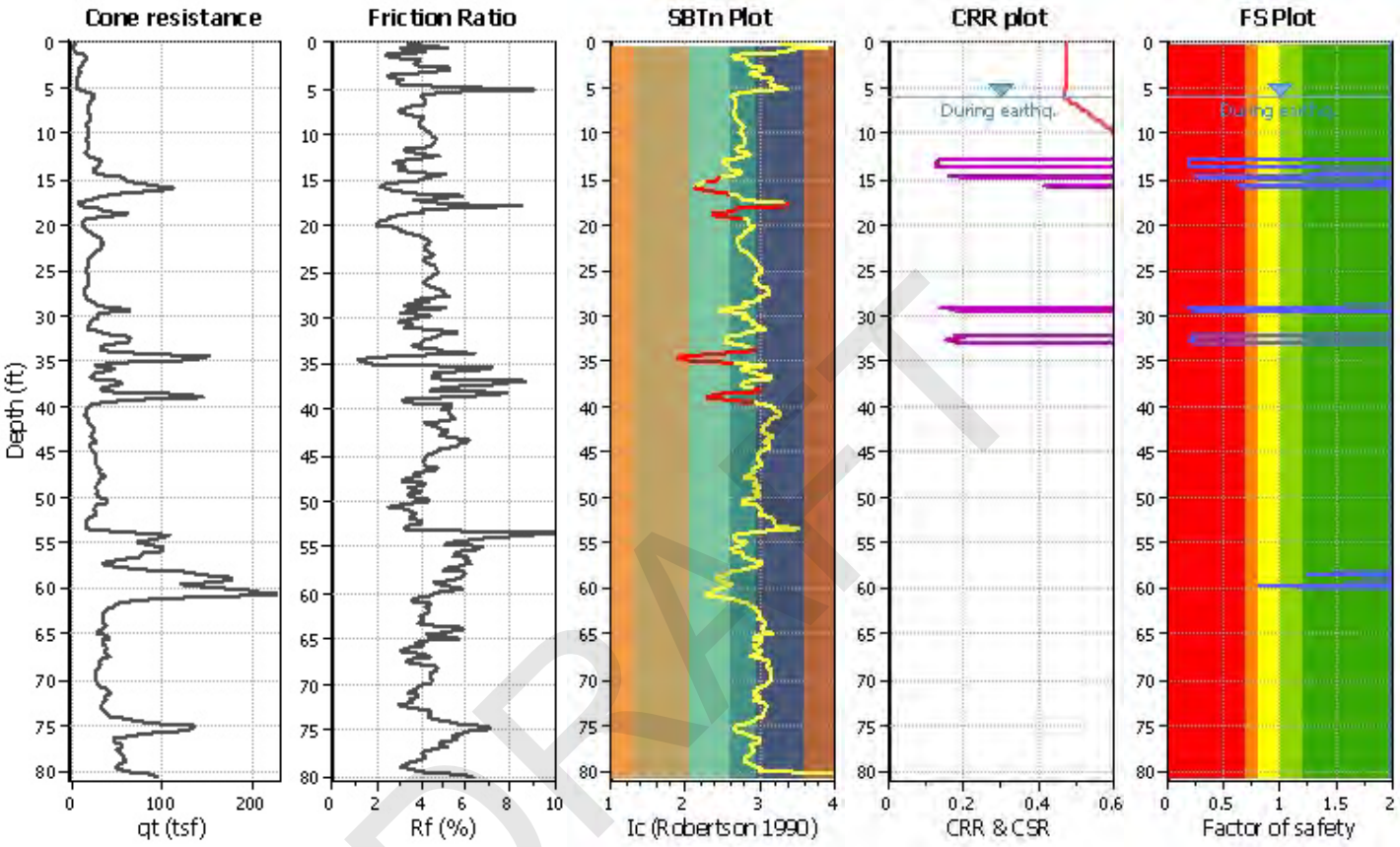
LIQUEFACTION ANALYSIS REPORT

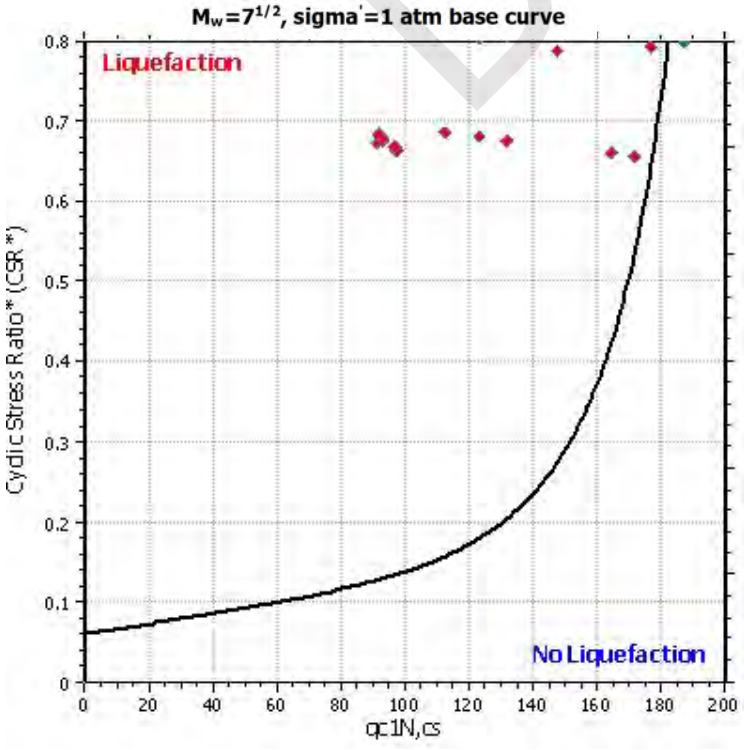
Project title : AGS21-027 McClymonds High School **Location :**

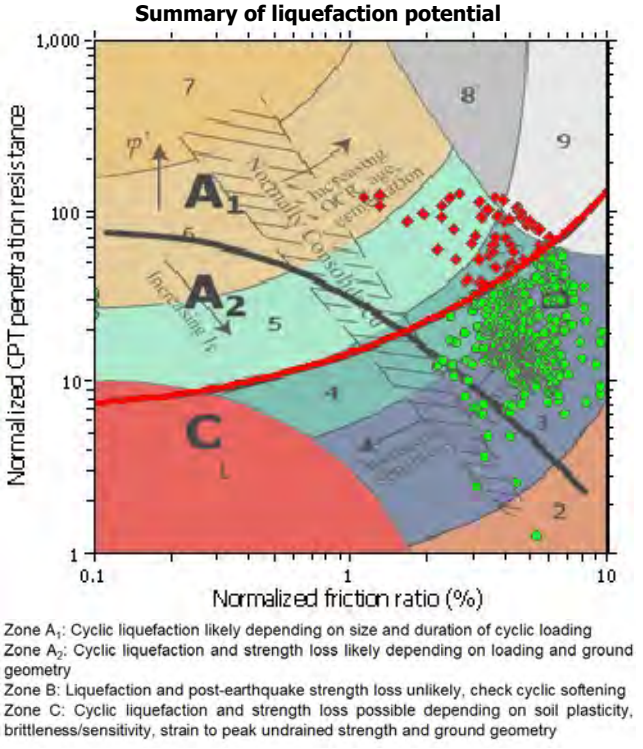
CPT file : CPT-01

Input parameters and analysis data

Analysis method:	B&I (2014)	G.W.T. (in-situ):	13.50 ft	Use fill:	No	Clay like behavior applied:	Sands only
Fines correction method:	B&I (2014)	G.W.T. (earthq.):	6.00 ft	Fill height:	N/A	Limit depth applied:	Yes
Points to test:	Based on Ic value	Average results interval:	3	Fill weight:	N/A	Limit depth:	60.00 ft
Earthquake magnitude M_w:	7.30	Ic cut-off value:	2.60	Trans. detect. applied:	Yes	MSF method:	Method
Peak ground acceleration:	0.81	Unit weight calculation:	Based on SBT	K_σ applied:	Yes		

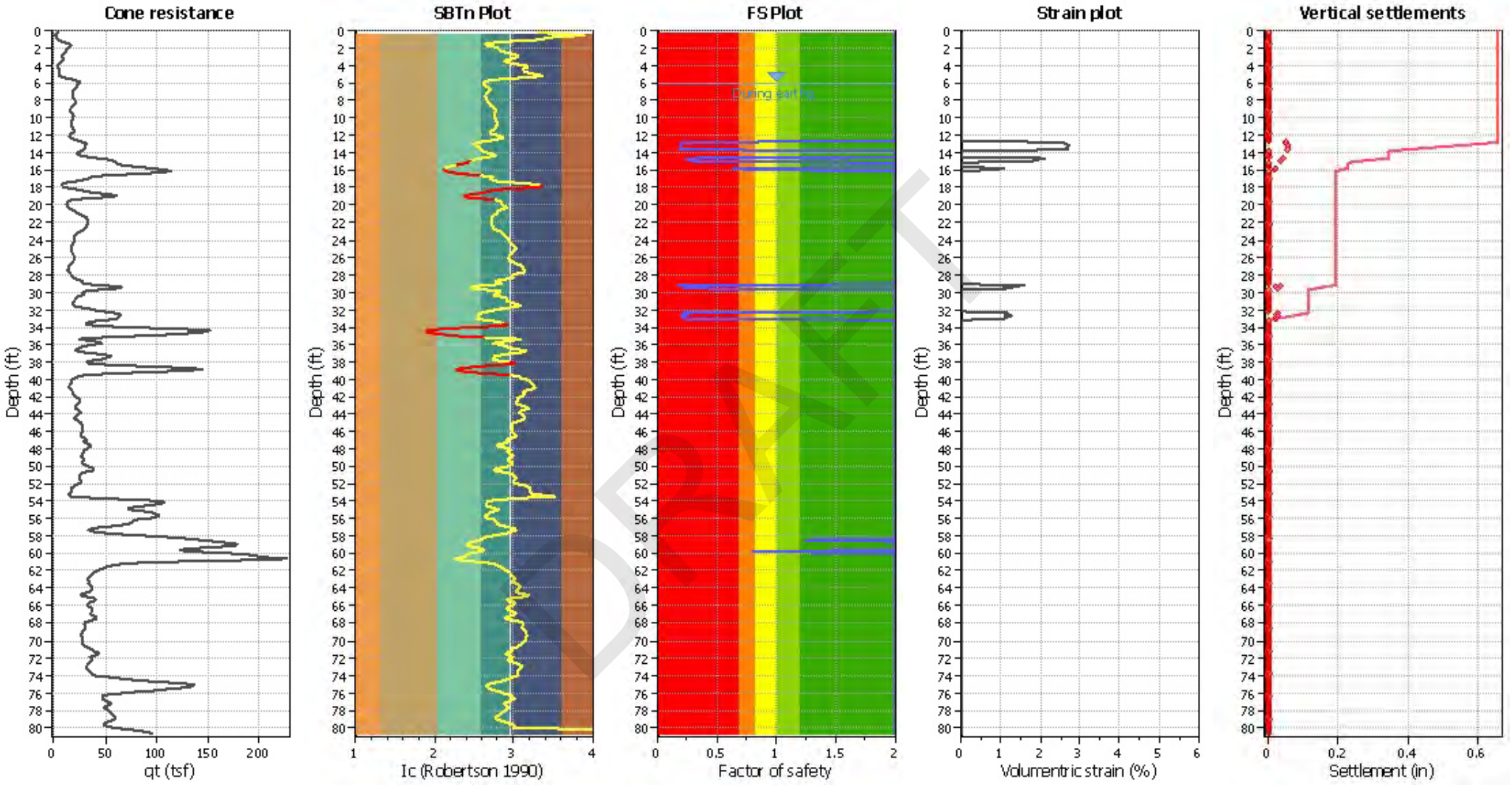






Zone A_1: Cyclic liquefaction likely depending on size and duration of cyclic loading
Zone A_2: Cyclic liquefaction and strength loss likely depending on loading and ground geometry
Zone B: Liquefaction and post-earthquake strength loss unlikely, check cyclic softening
Zone C: Cyclic liquefaction and strength loss possible depending on soil plasticity, brittleness/sensitivity, strain to peak undrained strength and ground geometry

Estimation of post-earthquake settlements



Abbreviations

q_t:	Total cone resistance (cone resistance q_c corrected for pore water effects)
I_c:	Soil Behaviour Type Index
FS:	Calculated Factor of Safety against liquefaction
Volumentric strain:	Post-liquefaction volumentric strain

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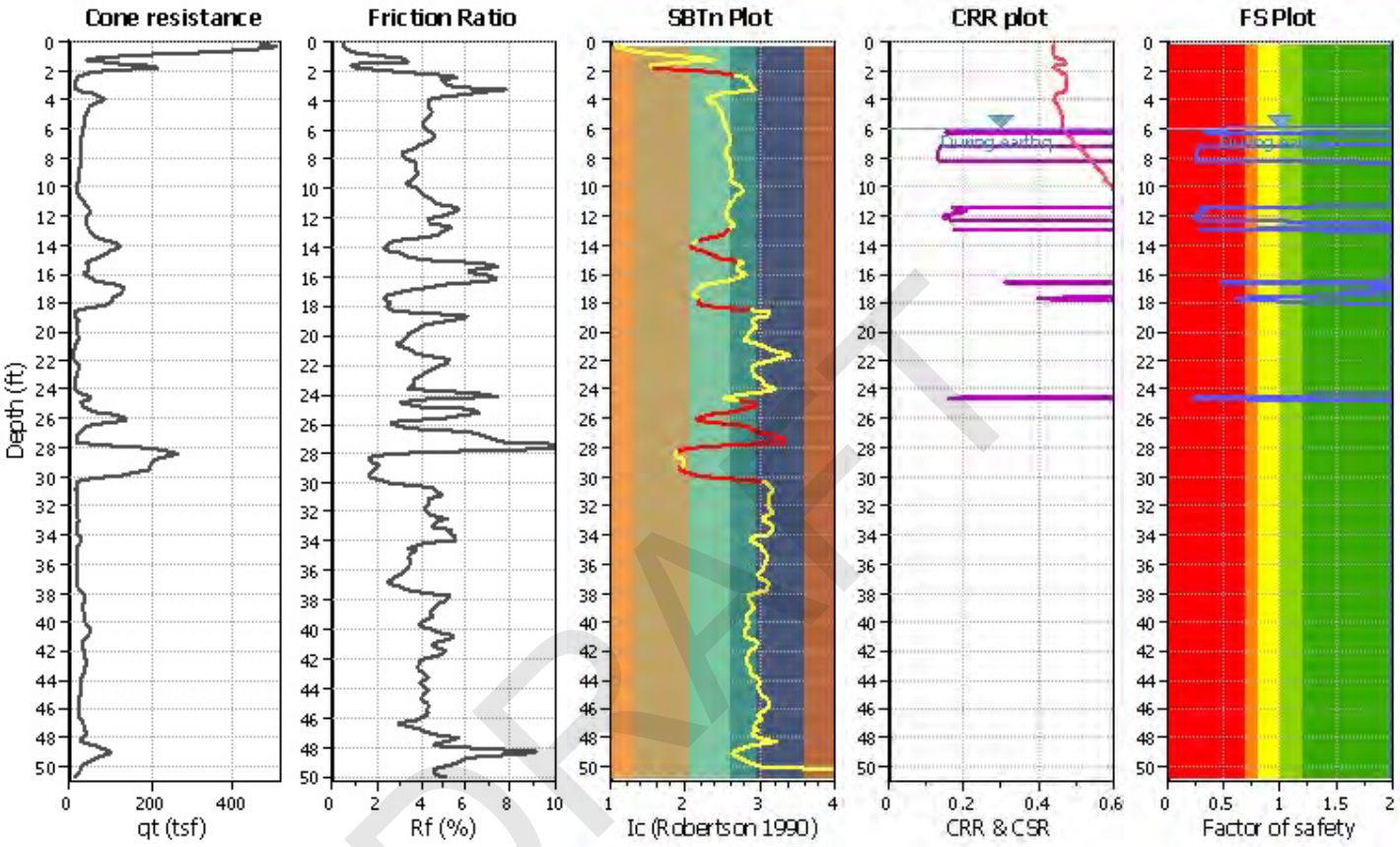
LIQUEFACTION ANALYSIS REPORT

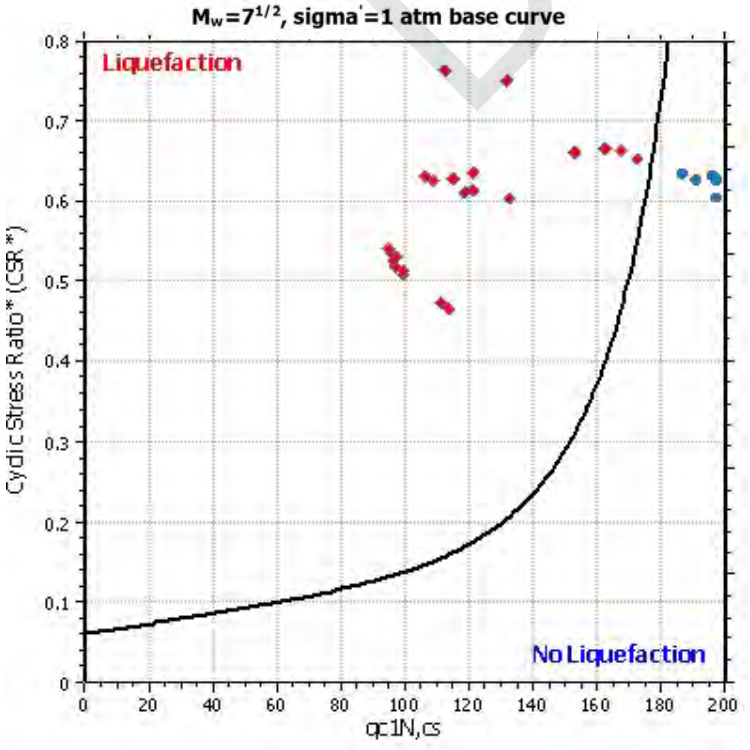
Project title : AGS21-027 McClymonds High School **Location :**

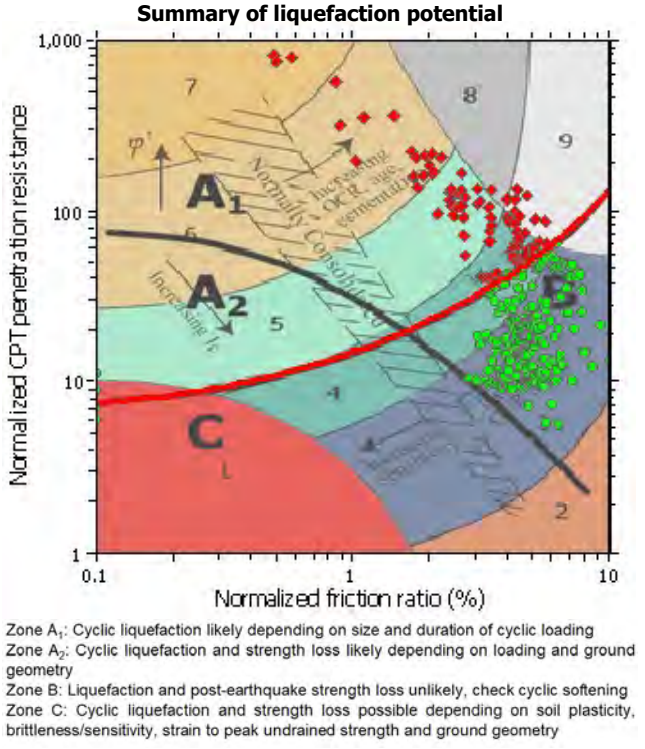
CPT file : CPT-02

Input parameters and analysis data

Analysis method:	B&I (2014)	G.W.T. (in-situ):	13.50 ft	Use fill:	No	Clay like behavior applied:	Sands only
Fines correction method:	B&I (2014)	G.W.T. (earthq.):	6.00 ft	Fill height:	N/A	Limit depth applied:	Yes
Points to test:	Based on Ic value	Average results interval:	3	Fill weight:	N/A	Limit depth:	60.00 ft
Earthquake magnitude M_w:	7.30	Ic cut-off value:	2.60	Trans. detect. applied:	Yes	MSF method:	Method
Peak ground acceleration:	0.81	Unit weight calculation:	Based on SBT	K_σ applied:	Yes		

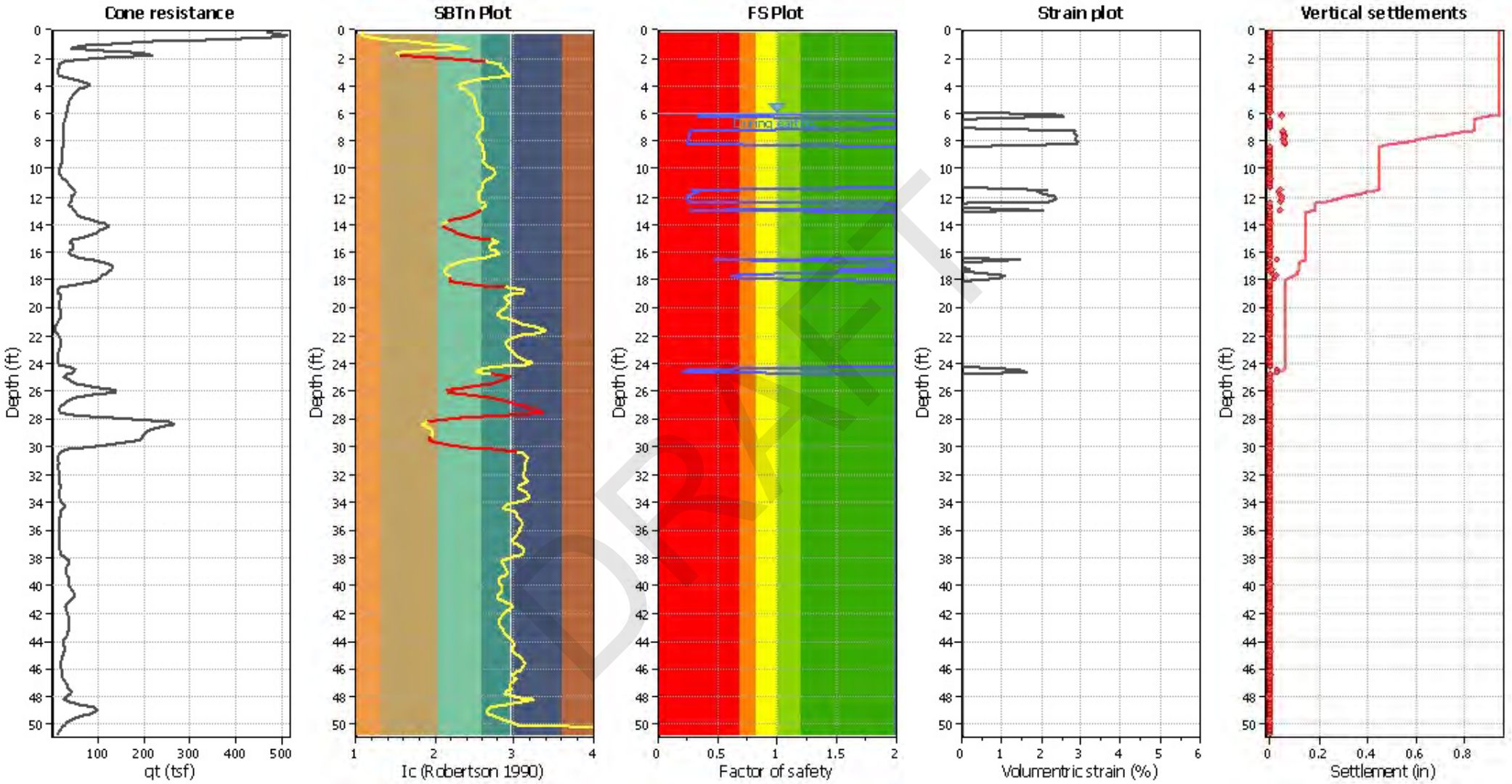






Zone A_1: Cyclic liquefaction likely depending on size and duration of cyclic loading
Zone A_2: Cyclic liquefaction and strength loss likely depending on loading and ground geometry
Zone B: Liquefaction and post-earthquake strength loss unlikely, check cyclic softening
Zone C: Cyclic liquefaction and strength loss possible depending on soil plasticity, brittleness/sensitivity, strain to peak undrained strength and ground geometry

Estimation of post-earthquake settlements



Abbreviations

q_t:	Total cone resistance (cone resistance q_c corrected for pore water effects)
I_c:	Soil Behaviour Type Index
FS:	Calculated Factor of Safety against liquefaction
Volumentric strain:	Post-liquefaction volumentric strain

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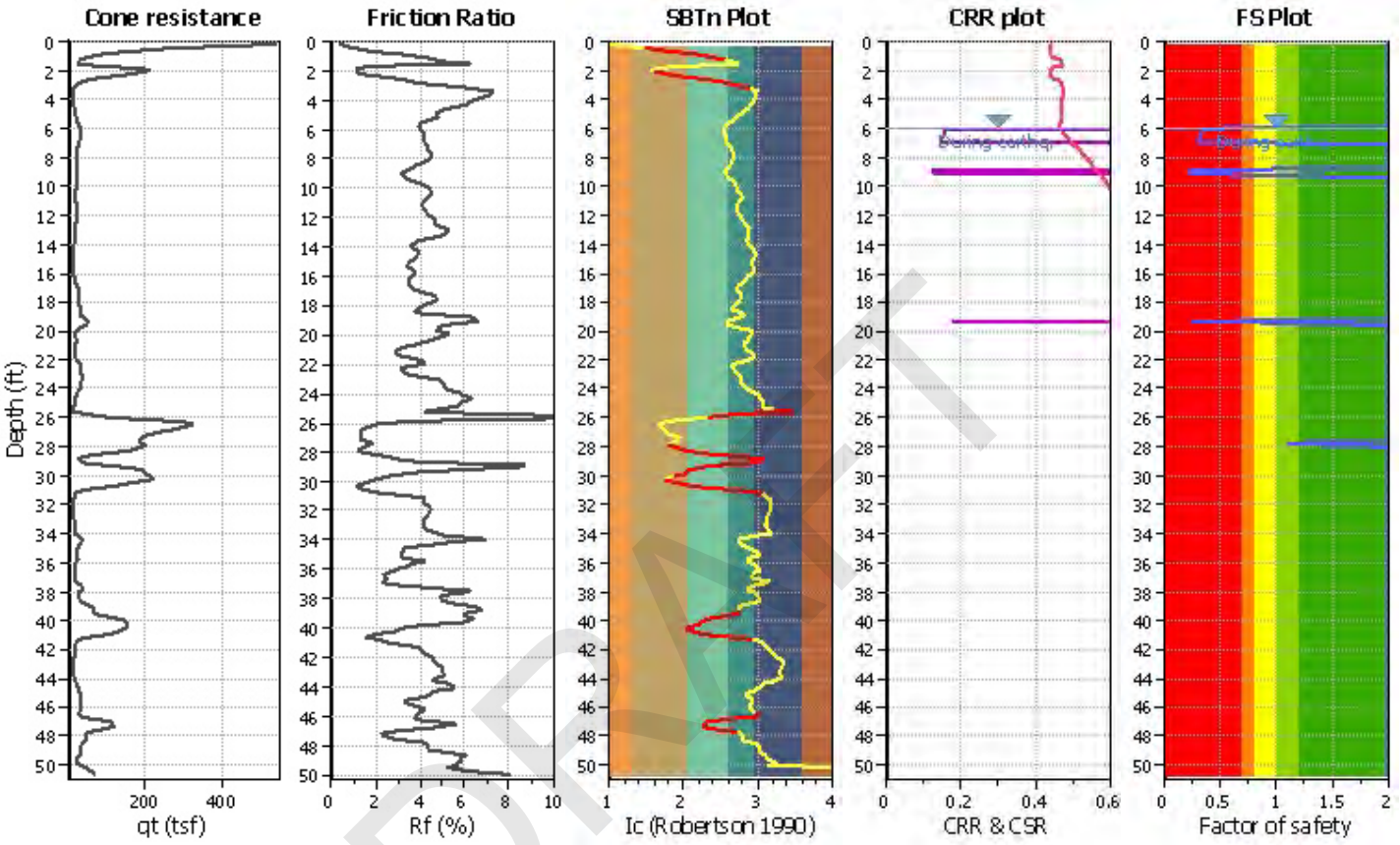
LIQUEFACTION ANALYSIS REPORT

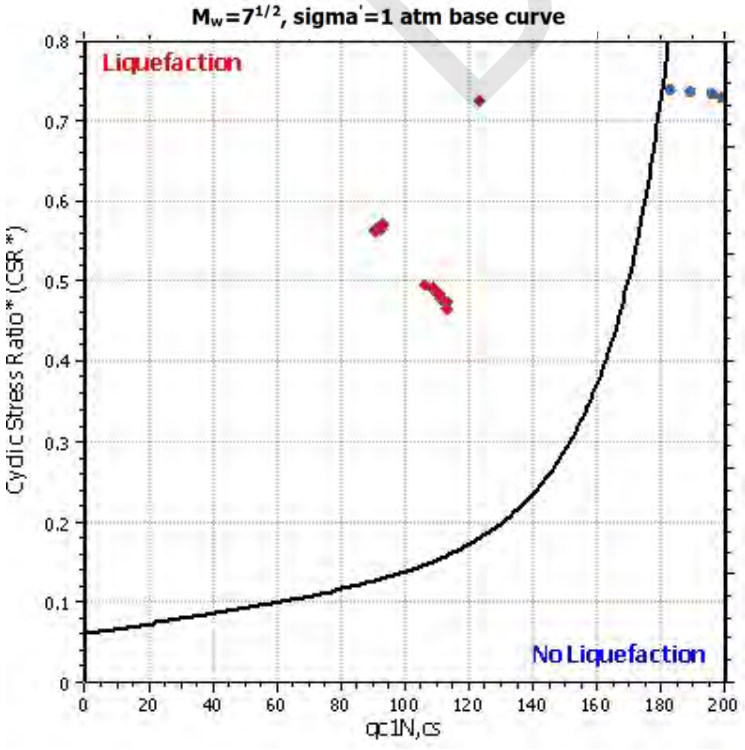
Project title : AGS21-027 McClymonds High School **Location :**

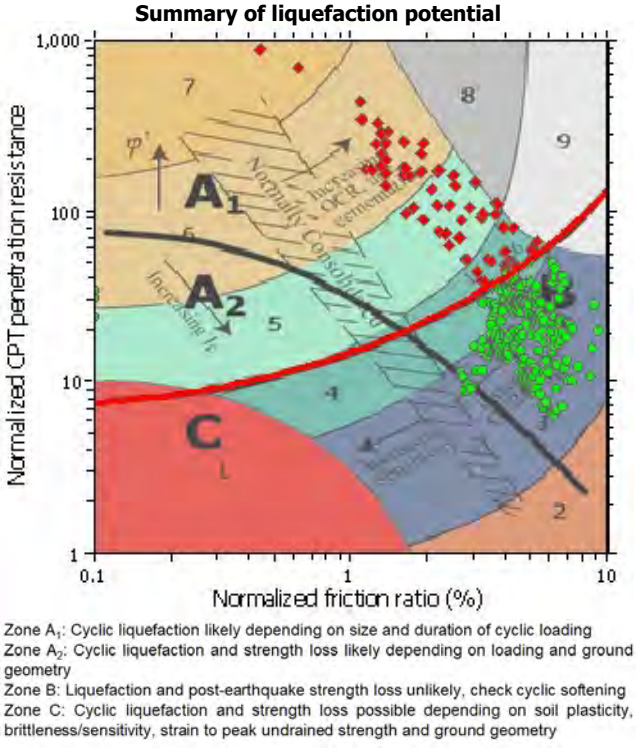
CPT file : CPT-03

Input parameters and analysis data

Analysis method:	B&I (2014)	G.W.T. (in-situ):	13.50 ft	Use fill:	No	Clay like behavior applied:	Sands only
Fines correction method:	B&I (2014)	G.W.T. (earthq.):	6.00 ft	Fill height:	N/A	Limit depth applied:	Yes
Points to test:	Based on Ic value	Average results interval:	3	Fill weight:	N/A	Limit depth:	60.00 ft
Earthquake magnitude M_w:	7.30	Ic cut-off value:	2.60	Trans. detect. applied:	Yes	MSF method:	Method
Peak ground acceleration:	0.81	Unit weight calculation:	Based on SBT	K_σ applied:	Yes		

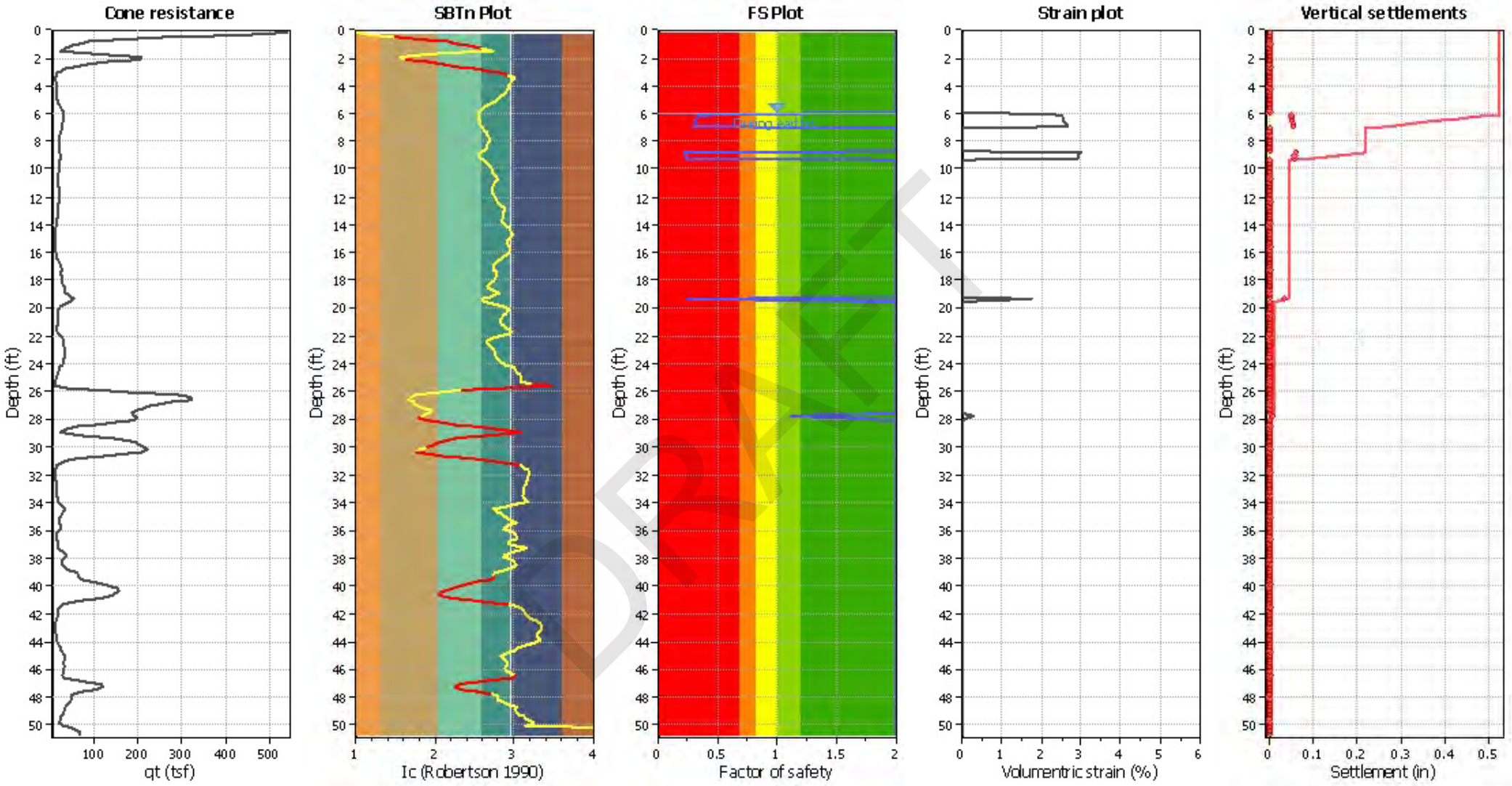






Zone A_1: Cyclic liquefaction likely depending on size and duration of cyclic loading
Zone A_2: Cyclic liquefaction and strength loss likely depending on loading and ground geometry
Zone B: Liquefaction and post-earthquake strength loss unlikely, check cyclic softening
Zone C: Cyclic liquefaction and strength loss possible depending on soil plasticity, brittleness/sensitivity, strain to peak undrained strength and ground geometry

Estimation of post-earthquake settlements



Abbreviations

q_t:	Total cone resistance (cone resistance q_c corrected for pore water effects)
I_c:	Soil Behaviour Type Index
FS:	Calculated Factor of Safety against liquefaction
Volumentric strain:	Post-liquefaction volumentric strain

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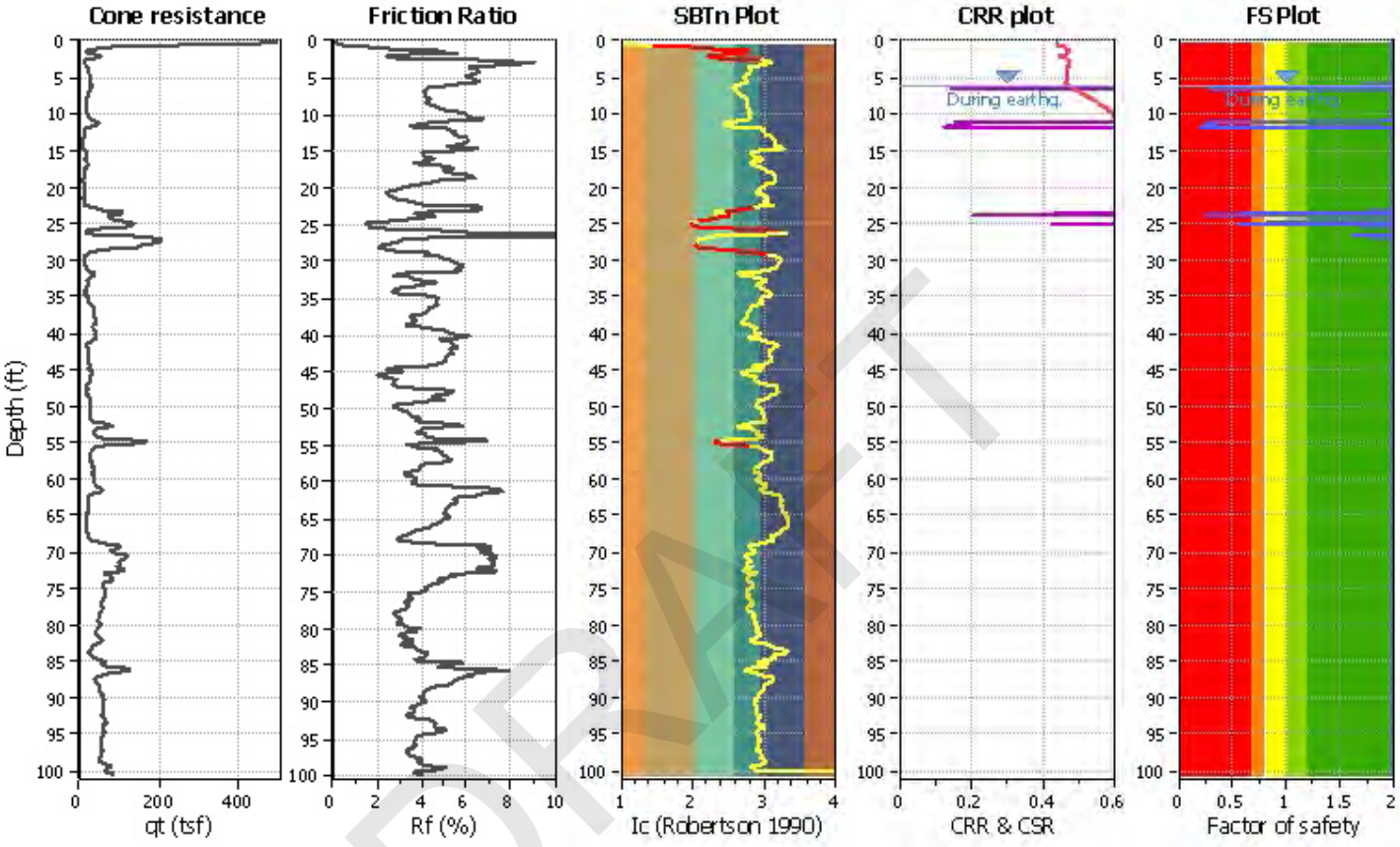
LIQUEFACTION ANALYSIS REPORT

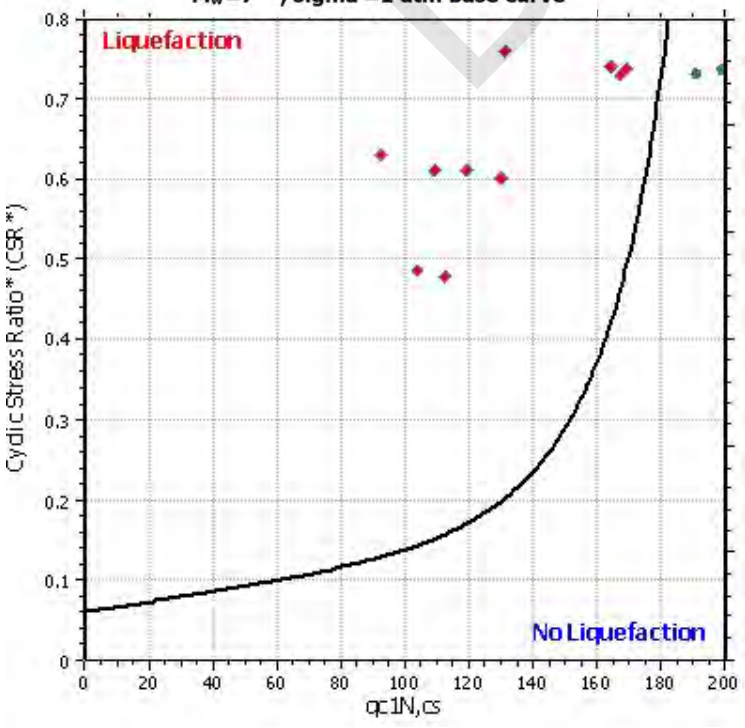
Project title : AGS21-027 McClymonds High School **Location :**

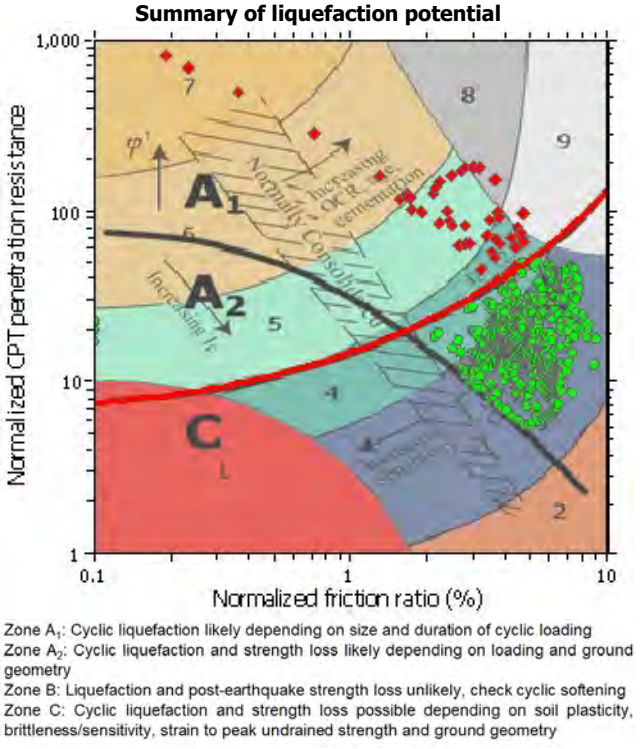
CPT file : CPT-04

Input parameters and analysis data

Analysis method:	B&I (2014)	G.W.T. (in-situ):	13.50 ft	Use fill:	No	Clay like behavior applied:	Sands only
Fines correction method:	B&I (2014)	G.W.T. (earthq.):	6.00 ft	Fill height:	N/A	Limit depth applied:	Yes
Points to test:	Based on Ic value	Average results interval:	3	Fill weight:	N/A	Limit depth:	60.00 ft
Earthquake magnitude M_w:	7.30	Ic cut-off value:	2.60	Trans. detect. applied:	Yes	MSF method:	Method
Peak ground acceleration:	0.81	Unit weight calculation:	Based on SBT	K_σ applied:	Yes		

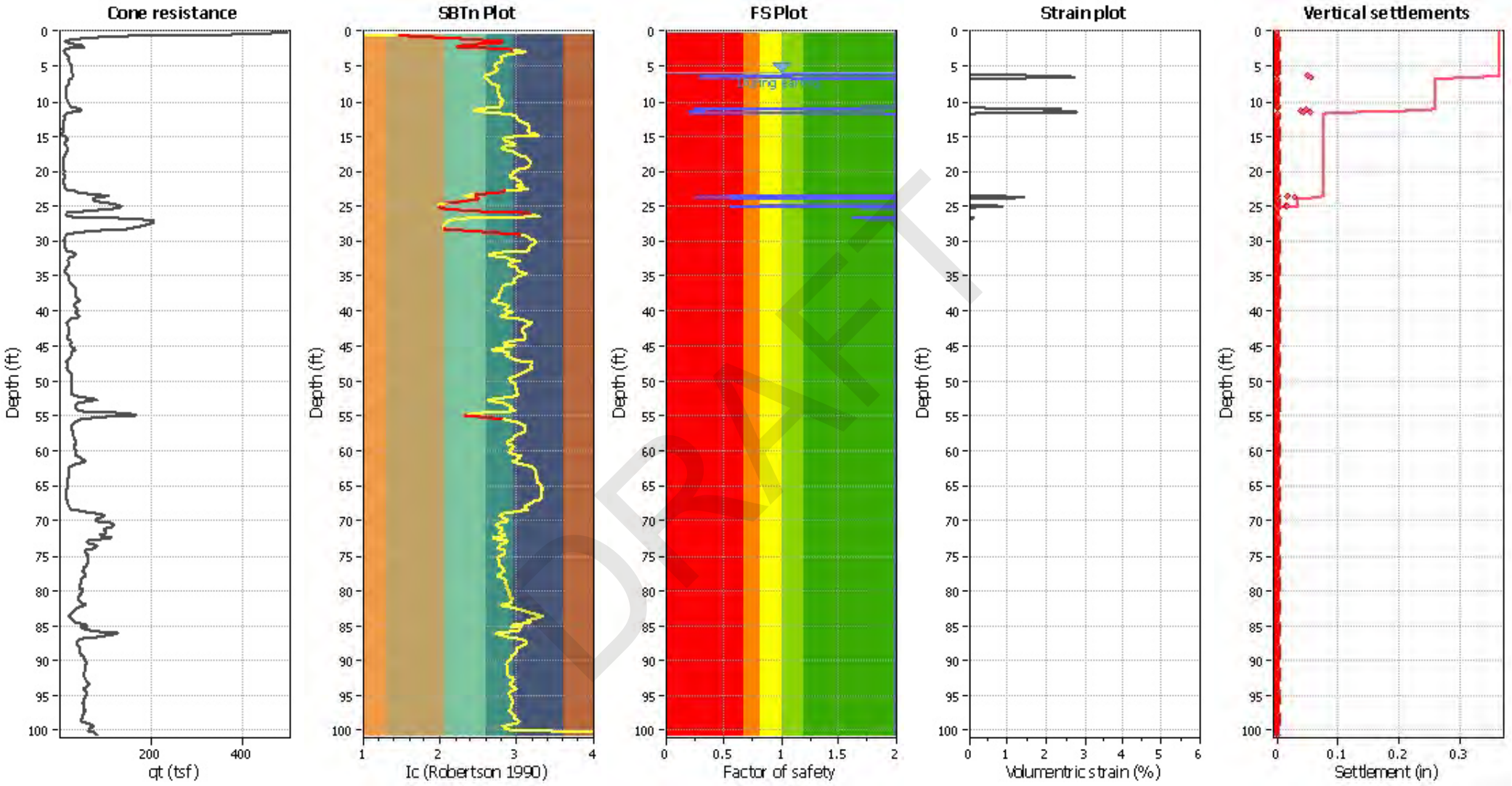






Zone A_1: Cyclic liquefaction likely depending on size and duration of cyclic loading
Zone A_2: Cyclic liquefaction and strength loss likely depending on loading and ground geometry
Zone B: Liquefaction and post-earthquake strength loss unlikely, check cyclic softening
Zone C: Cyclic liquefaction and strength loss possible depending on soil plasticity, brittleness/sensitivity, strain to peak undrained strength and ground geometry

Estimation of post-earthquake settlements



Abbreviations

q_t:	Total cone resistance (cone resistance q_c corrected for pore water effects)
I_c:	Soil Behaviour Type Index
FS:	Calculated Factor of Safety against liquefaction
Volumentric strain:	Post-liquefaction volumentric strain

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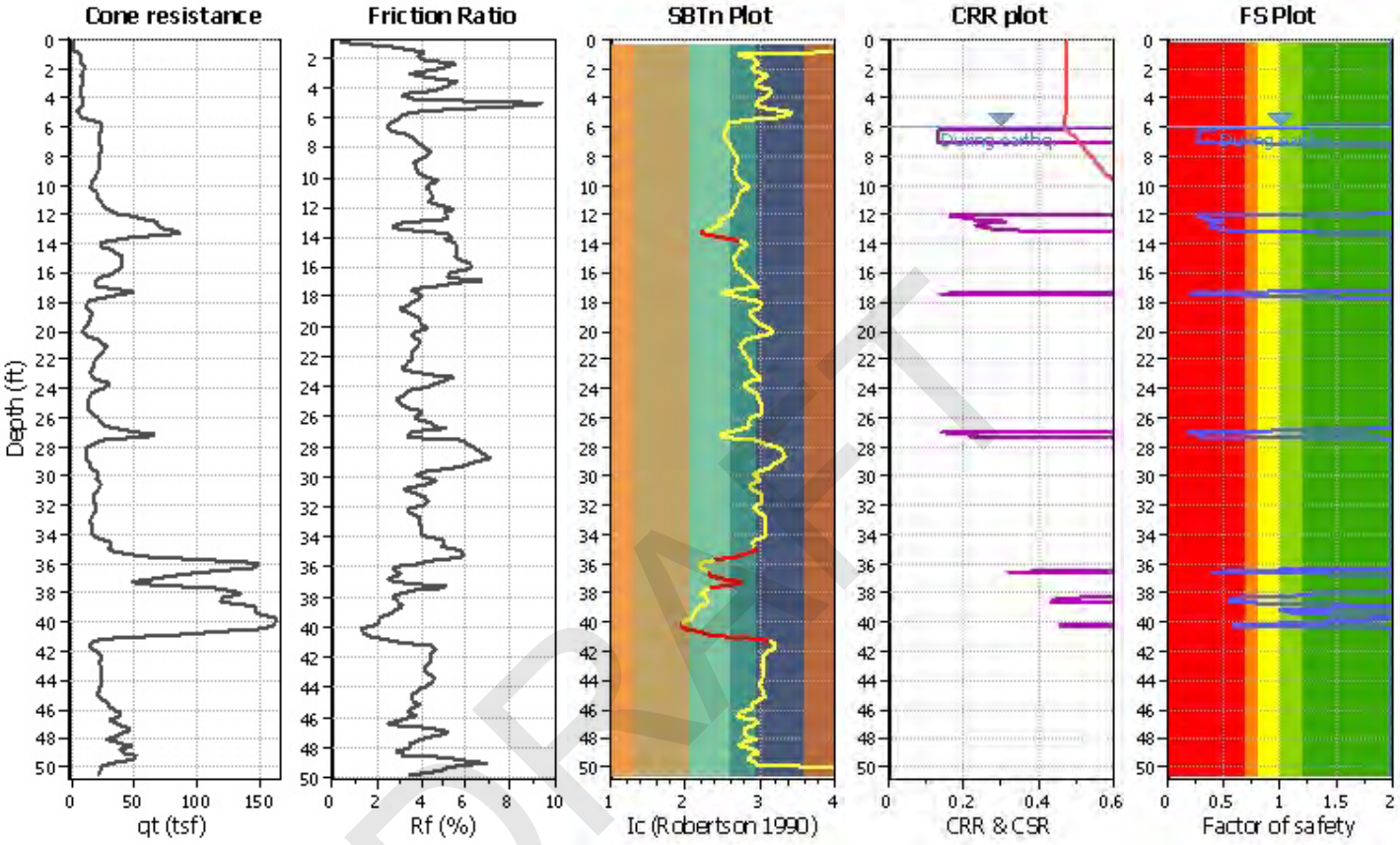
LIQUEFACTION ANALYSIS REPORT

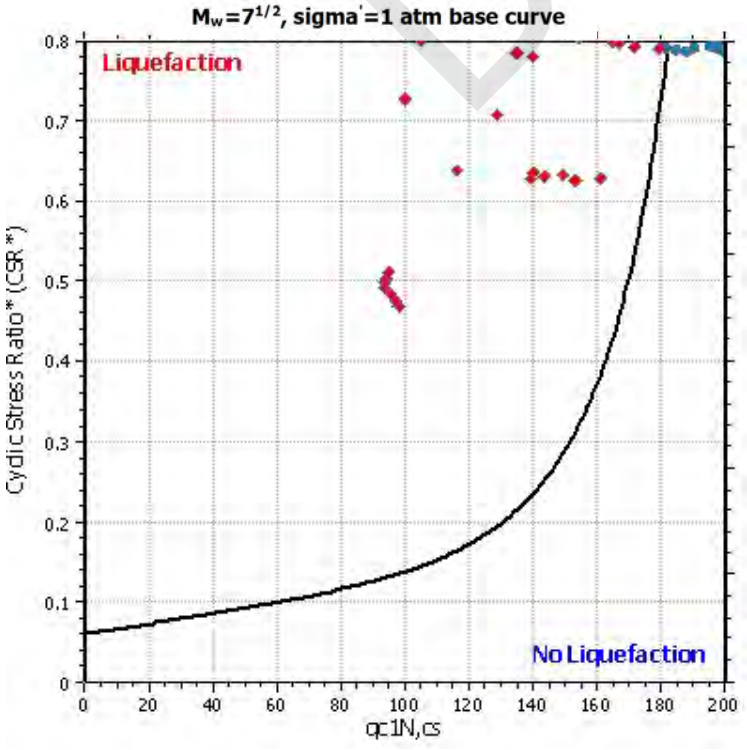
Project title : AGS21-027 McClymonds High School **Location :**

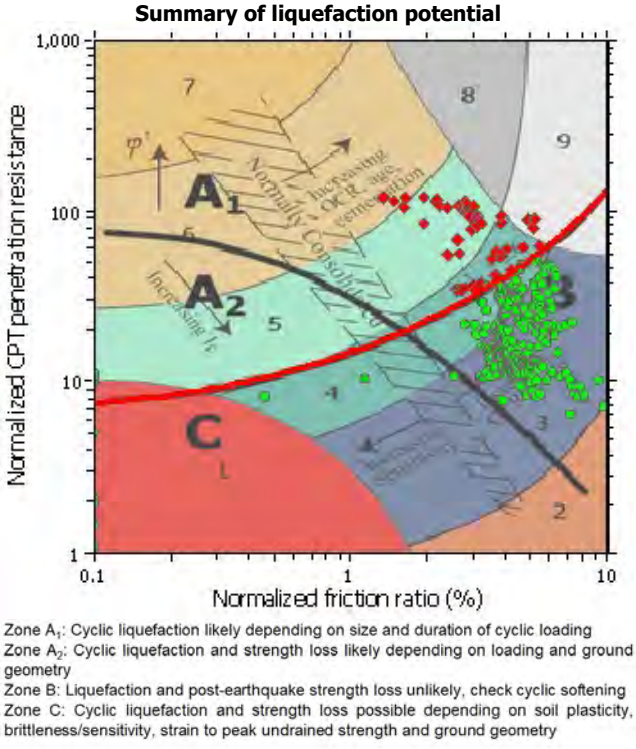
CPT file : CPT-05

Input parameters and analysis data

Analysis method:	B&I (2014)	G.W.T. (in-situ):	13.50 ft	Use fill:	No	Clay like behavior applied:	Sands only
Fines correction method:	B&I (2014)	G.W.T. (earthq.):	6.00 ft	Fill height:	N/A	Limit depth applied:	Yes
Points to test:	Based on Ic value	Average results interval:	3	Fill weight:	N/A	Limit depth:	60.00 ft
Earthquake magnitude M_w:	7.30	Ic cut-off value:	2.60	Trans. detect. applied:	Yes	MSF method:	Method
Peak ground acceleration:	0.81	Unit weight calculation:	Based on SBT	K_σ applied:	Yes		

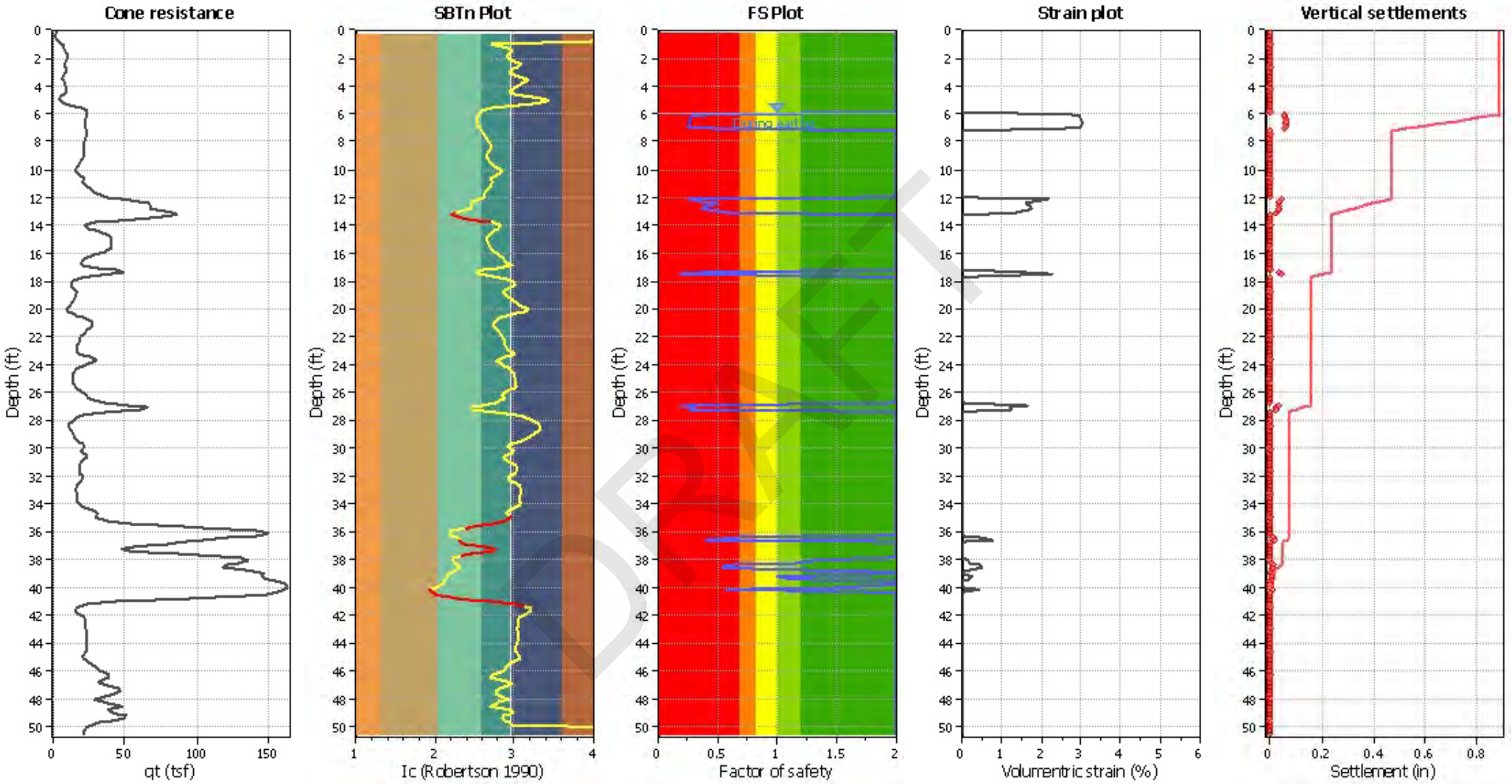






Zone A_1: Cyclic liquefaction likely depending on size and duration of cyclic loading
Zone A_2: Cyclic liquefaction and strength loss likely depending on loading and ground geometry
Zone B: Liquefaction and post-earthquake strength loss unlikely, check cyclic softening
Zone C: Cyclic liquefaction and strength loss possible depending on soil plasticity, brittleness/sensitivity, strain to peak undrained strength and ground geometry

Estimation of post-earthquake settlements



Abbreviations

q_t:	Total cone resistance (cone resistance q_c corrected for pore water effects)
I_c:	Soil Behaviour Type Index
FS:	Calculated Factor of Safety against liquefaction
Volumentric strain:	Post-liquefaction volumentric strain

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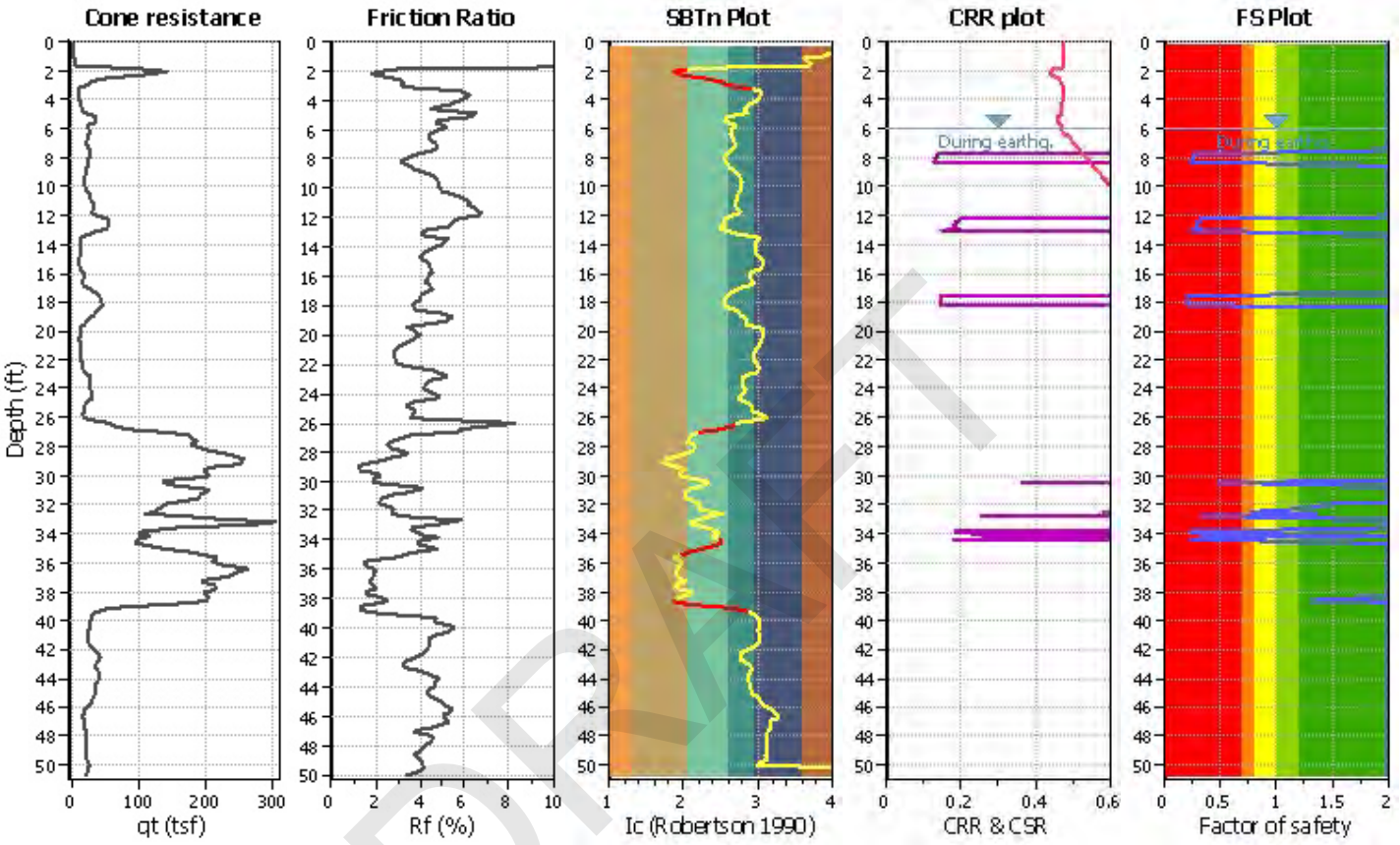
LIQUEFACTION ANALYSIS REPORT

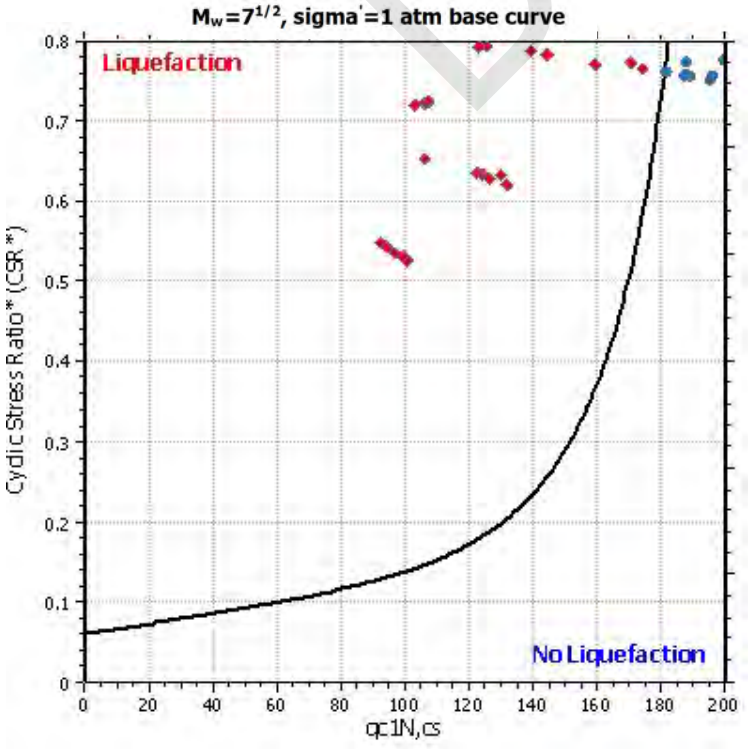
Project title : AGS21-027 McClymonds High School **Location :**

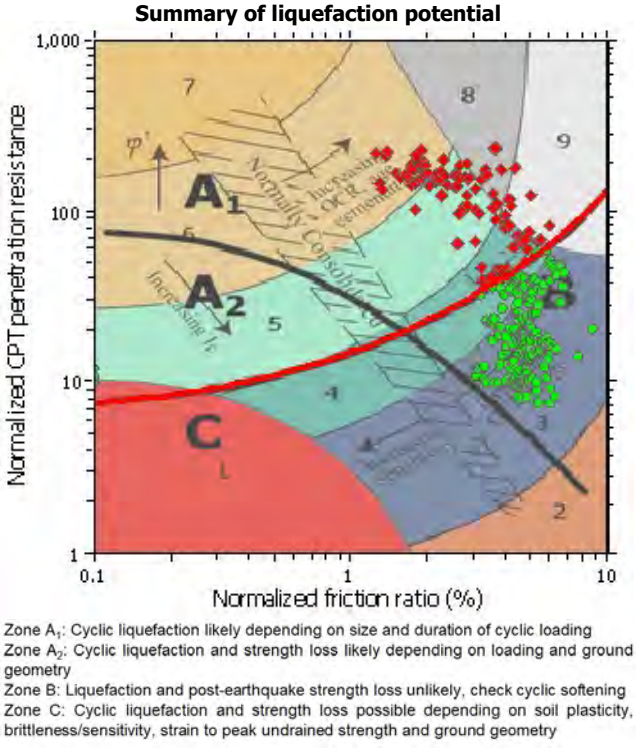
CPT file : CPT-06

Input parameters and analysis data

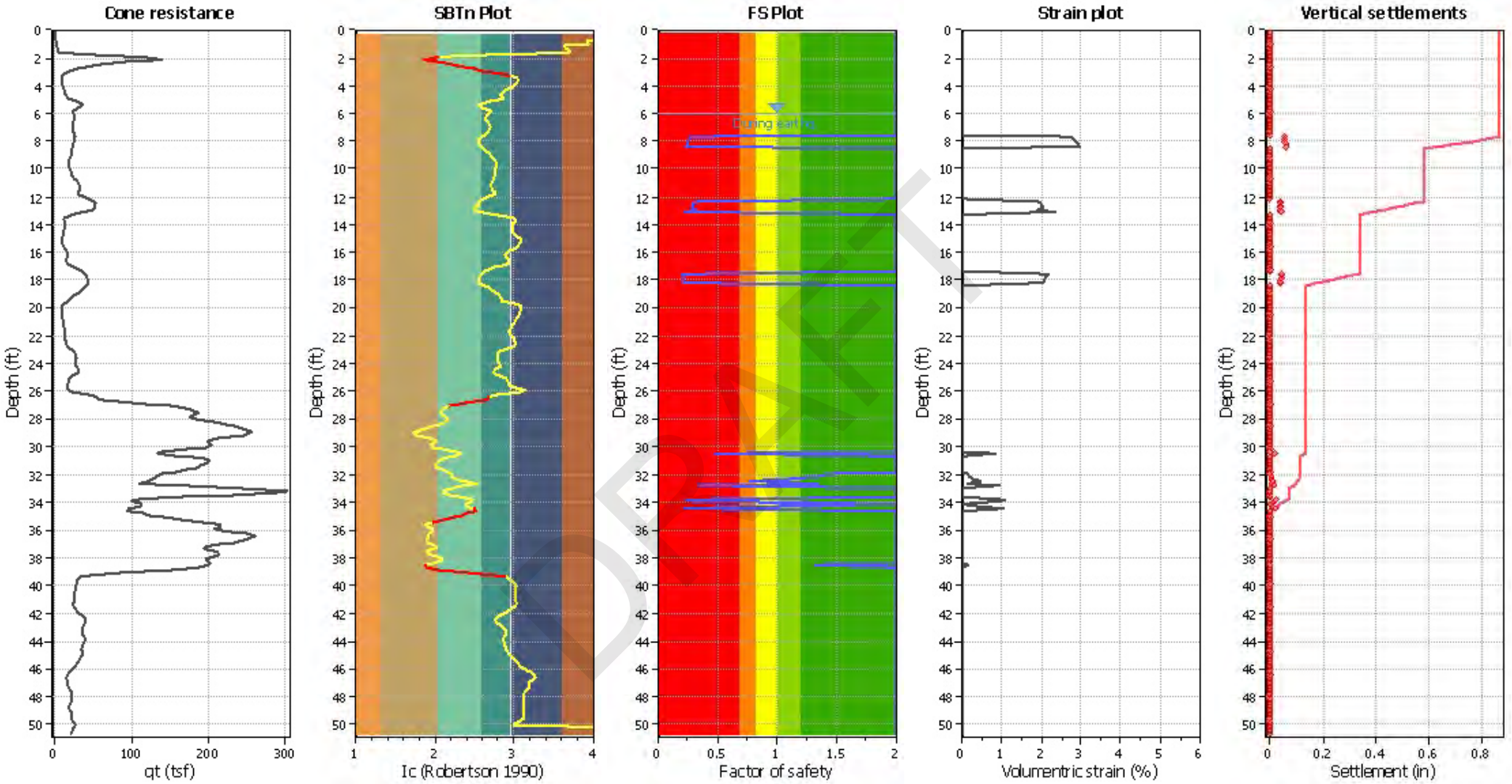
Analysis method:	B&I (2014)	G.W.T. (in-situ):	13.50 ft	Use fill:	No	Clay like behavior applied:	Sands only
Fines correction method:	B&I (2014)	G.W.T. (earthq.):	6.00 ft	Fill height:	N/A	Limit depth applied:	Yes
Points to test:	Based on Ic value	Average results interval:	3	Fill weight:	N/A	Limit depth:	60.00 ft
Earthquake magnitude M_w:	7.30	Ic cut-off value:	2.60	Trans. detect. applied:	Yes	MSF method:	Method
Peak ground acceleration:	0.81	Unit weight calculation:	Based on SBT	K_σ applied:	Yes		







Estimation of post-earthquake settlements



Abbreviations

q_t:	Total cone resistance (cone resistance q_c corrected for pore water effects)
I_c:	Soil Behaviour Type Index
FS:	Calculated Factor of Safety against liquefaction
Volumentric strain:	Post-liquefaction volumentric strain

APPENDIX E

EARTHWORK SPECIFICATIONS

THE GRADING SPECIFICATIONS

E.1 GENERAL DESCRIPTION

E.1.1 These specifications have been prepared for the grading and site development of the subject residential development. The Soil Engineer, should be consulted prior to any site work connected with site development to ensure compliance with these specifications.

E.1.2 The Soil Engineer should be notified at least two working days prior to any site clearing or grading operations on the property in order to observe the stripping of organically contaminated material and to coordinate the work with the grading contractor in the field.

E.1.3 This item shall consist of all clearing or grubbing, preparation of land to be filled, filling of the land, spreading, compaction and control of fill, and all subsidiary work necessary to complete the grading of the filled areas to conform with the lines, grades, and slopes as shown on the accepted plans. The Soil Engineer is not responsible for determining line, grade elevations, or slope gradients. The property owner, or his representative, shall designate the person or organizations who will be responsible for these items of work.

E.1.4 The contents of these specifications shall be integrated with the soil report of which they are a part, therefore, they shall not be used as a self-contained document.

E.2 TESTS

The standard test used to define maximum densities of all compaction work shall be the ASTM D1557-12 Laboratory Test Procedure. All densities shall be expressed as a relative compaction in terms of the maximum dry density obtained in the laboratory by the foregoing standard procedure.

E.3 CLEARING, GRUBBING, AND PREPARING AREAS TO BE FILLED

E.3.1 If encountered, all vegetable matter, trees, root systems, shrubs, debris, and organic topsoil shall be removed from all structural areas and areas to receive fill.

E.3.2 If encountered, any soil deemed soft or unsuitable by the Soil Engineer shall be removed. Any existing debris or excessively wet soils shall be excavated and removed as required by the Soil Engineer during grading.

E.3.3 All underground structures shall be removed from the site such as old foundations, abandoned pipe lines, septic tanks, and leach fields.

E.3.4 The final stripped excavation shall be approved by the Soil Engineer during construction and before further grading is started.

E.3.5 After the site has been cleared, stripped, excavated to the surface designated to receive fill, and scarified, it shall be bladed until it is uniform and free from large clods. The native subgrade soils shall be moisture conditioned and compacted to the requirements as specified in the grading section of this report. Fill can then be placed to provide the desired finished grades. The contractor shall obtain the Soil Engineer's approval of subgrade compaction before any fill is placed.

E.4 MATERIALS

E.4.1 All fill material shall be approved by the Soil Engineer. The material shall be a soil or soil-rock mixture which is free from organic matter or other deleterious substances. The fill material shall not contain rocks or lumps over 6 inches in greatest dimension and not more than 15% larger than 2-1/2 inches. Should select import material be used to establish the proper grading for the proposed development, the import material should be approved by the Soil Engineer before it is brought to the site. Import material may be of any type but should not be more expansive than the on-site soil for the foundation recommendations presented below to be applicable. If the import soil is more expansive

than expected, then the foundation recommendations presented in this report will change and additional foundation design criteria will need to be provided. However, if select import soil is desired it should be used in the upper levels of the building pad to provide a more economical foundation system or provide improved foundation performance. The select import material should meet the following requirements:

a. Have an R-Value of not less than 25;
b. Have a Plasticity Index not higher than 12;
c. Not more than 15% passing the No. 200 sieve;
d. No rocks larger than 6 inches in maximum size.

E.4.2 Please see the main text for suitability of the existing soil for re-use. All fill soils shall be approved by the Soil Engineer in the field.

E.4.3 Should import material be required, it must meet the specifications as delineated in the body of this report.

E.5 PLACING, SPREADING, AND COMPACTING FILL MATERIAL

E.5.1 The fill materials shall be placed in uniform lifts of not more than 8 inches in uncompacted thickness. Each layer shall be spread evenly and shall be thoroughly blade mixed during the spreading to obtain uniformity of material in each layer. Before compaction begins, the fill shall be brought to a water content that will permit proper compaction by either (a) aerating the material if it is too wet, or (b) spraying the material with water if it is too dry.

E.5.2 After each layer has been placed, mixed, and spread evenly, either import material or native material shall be compacted to a relative compaction designated for engineered fill.

E.5.3 Compaction shall be by footed rollers or other types of acceptable compacting rollers. Rollers shall be of such design that they will be able to compact the fill to the

specified density. Rolling shall be accomplished while the fill material is within the specified moisture content range. Rolling of each layer shall be continuous over its entire area and the roller shall make sufficient trips to ensure that the required density has been obtained. No ponding or jetting shall be permitted.

E.5.4 Field density tests shall be made in each compacted layer by the Soil Engineer in accordance with Laboratory Test Procedure ASTM D1556-64 or D2922-71. When footed rollers are used for compaction, the density tests shall be taken in the compacted material below the surface disturbed by the roller. When these tests indicate that the compaction requirements on any layer of fill, or portion thereof, have not been met, the particular layer, or portion thereof, shall be reworked until the compaction requirements have been met.

E.5.5 No soil shall be placed or compacted during periods of rain nor on ground which contains free water. Soil which has been soaked and wetted by rain or any other cause shall not be compacted until completely drained and until the moisture content is within the limits hereinbefore described or approved by the Soil Engineer. Approval by the Soil Engineer shall be obtained prior to continuing the grading operations.

E.6 PAVEMENT

E.6.1 The proposed subgrade under pavement sections, native soil, and/or fill shall be compacted to a minimum relative compaction of 95% at 1% to 3% above optimum moisture content for a depth of 6 inches.

E.6.2 All aggregate base material placed subsequently should also be compacted to a minimum relative compaction of 95% based on the ASTM Test Procedure D1557-12. The construction of the pavement in the parking and traffic areas should conform to the requirements set forth by the latest Standard Specifications of the Department of Transportation of the State of California and/or City/County, Department of Public Works.

E.6.3 It is recommended that soils at the proposed subgrade level be tested for a pavement design after the preliminary grading is completed and the soils at the site design subgrade levels are known.

E.7 UTILITY TRENCH BACKFILL

E.7.1 The utility trenches extending under concrete slabs-on-grade shall be backfilled with native on-site soils or approved import materials and compacted to the requirements pertaining to the adjacent soil. No ponding or jetting will be permitted.

E.7.2 Utility trenches extending under all pavement areas shall be backfilled with native or approved import material and properly compacted to meet the requirements set forth by the City/County, Department of Public Works.

E.7.3 Where any opening is made under or through the perimeter foundations for such items as utility lines and trenches, the openings must be resealed so that they are watertight to prevent the possible entrance of outside irrigation or rain water into the underneath portion of the structures.

E.8 SUBSURFACE LINE REMOVAL

E.8.1 The methods of removal will be designated by the Soil Engineer in the field depending on the depth and location of the line. One of the following methods will be used.

E.8.2 Remove the pipe and fill and compact the soil in the trench according to the applicable portions of sections pertaining to compaction and utility backfill.

E.8.3 The pipe shall be crushed in the trench. The trench shall then be filled and compacted according to the applicable portions of Section 5.

E.8.4 Cap the ends of the line with concrete to prevent entrance of water. The length of the cap shall not be less than 5 feet. The concrete mix shall have a minimum shrinkage.

E.9 UNUSUAL CONDITIONS

E.9.1 In the event that any unusual conditions not covered by the special provisions are encountered during the grading operations, the Soil Engineer shall be immediately notified for additional recommendations.

E.10 GENERAL REQUIREMENTS

E.10.1 The contractor shall conduct all grading operations in such a manner as to preclude wind blown dirt and dust and related damage to neighboring properties. The means of dust control shall be left to the discretion of the contractor and he shall assume liability for claims related to wind blown material.

GUIDE SPECIFICATIONS FOR ROCK UNDER FLOOR SLABS

Definition

Graded gravel or crushed rock for use under slabs-on-grade shall consist of a minimum thickness of mineral aggregate placed in accordance with these specifications and in conformance with the dimensions shown on the plans. The minimum thickness is specified in the accompanying report.

Material

The mineral aggregate shall consist of broken stone, crushed or uncrushed gravel, quarry waste, or a combination thereof. The aggregate shall be free from deleterious substances. It shall be of such quality that the absorption of water in a saturated dry condition does not exceed 3% of the oven dry weight of the sample.

Gradation

The mineral aggregate shall be of such size that the percentage composition by dry weight, as determined by laboratory sieves (U.S. Sieves) will conform to the following gradation:

Sieve Size	Percentage Passing
3/4"	90-100
No. 4	25-40
No. 8	18-33
No. 200	0-3

Placing

Subgrade, upon which gravel or crushed rock is to be placed, shall be prepared as outlined in the accompanying soil report.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
(PT) Heffernan Insurance Brokers
101 Second Street, Suite 120
Petaluma CA 94952

CONTACT NAME:
PHONE (A/C, No, Ext): 707-781-3400 **FAX (A/C, No):** 707-781-0800
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company	20443
INSURER B : National Union Fire Insurance Company of Pittsburg	19445
INSURER C : Navigators Specialty Insurance Company	36056
INSURER D : Crum & Forster Specialty Insurance Company	44520
INSURER E :	
INSURER F :	

INSURED ALTECON-03
Alten Construction, Inc.
1141 Marina Way South
Richmond CA 94804

COVERAGES **CERTIFICATE NUMBER:** 1403585029 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	**COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR [X] CCIP GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			SF20CGLZ04Y93IC	6/15/2020	6/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 0 $ 0 $ 1,000,000 $ 4,000,000 $ 4,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6024385396	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
D	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			SEO108700	6/15/2020	6/15/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC013588168	8/1/2022	8/1/2023	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	2nd Excess Layer			SF20EXC204Y8WIC	6/15/2020	6/15/2023	Per Occurrence Aggregate	$10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Sample of coverages at time of binding. Does not provide any proof of coverage unless holder name and address is completed.

CERTIFICATE HOLDER

Name
Address
City, State Zip

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER (PT) Heffernan Insurance Brokers 101 Second Street, Suite 120 Petaluma CA 94952	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 707-781-3400 **FAX (A/C, No):** 707-781-0800 **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE / **NAIC #** **INSURER A :** Indian Harbor Insurance Company / 36940
INSURED ALTECON-03 Alten Construction, Inc. 1141 Marina Way South Richmond CA 94804	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1354687683 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ $ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A A	Pollution Liability Professional Liability POLL/PROF Pol Agg			PEC003198812 PEC003198812	6/1/2022 6/1/2022	6/1/2023 6/1/2023	Ea Poll Condition/Agg Ea Prof Claim/Agg Total Policy Agg	$10,000,000 $5,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Sample of coverages at time of binding. Does not provide any proof of coverage unless holder name and address is completed.

CERTIFICATE HOLDER

Name
Address
City, State, Zip

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549 License#: 6003745	**CONTACT NAME:** Nancy Ferrick **PHONE (A/C, No, Ext):** 510-272-1400 **FAX (A/C, No):** **E-MAIL ADDRESS:** nancy.ferrick@assuredpartners.com
INSURED HKIT Architects 538 Ninth Street, Suite 240 Oakland CA 94607 HKITARCHI	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** XL Speciality Insurance Company / 37885 **INSURER B :** Sentinel Insurance Company / 11000 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 959623923 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			57SBWLV1922	8/28/2022	8/28/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			57SBWLV1922	8/28/2022	8/28/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			57SBWLV1922	8/28/2022	8/28/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		57WEGPH5215	9/1/2022	9/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			DPR9996916	8/28/2022	8/28/2023	$5,000,000 $5,000,000	per Claim Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

For use on proposals. An Actual certificate will be issued at the request of the Named Insured.

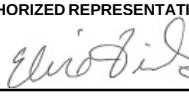
CERTIFICATE HOLDER

Sample Certificate

CANCELLATION 30 Days Notice of Cancellation

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



OAKLAND UNIFIED SCHOOL DISTRICT
Community Schools, Thriving Students

DIVISION OF FACILITIES PLANNING and MANAGEMENT ROUTING FORM

Project Information

Project Name	McClymonds HS Modernization Design Build Services Project	Site	303

Basic Directions

Services cannot be provided until the contract is awarded by the Board or is entered by the Superintendent pursuant to authority delegated by the Board.

Attachment Checklist	x Proof of general liability insurance, including certificates and endorsements, if contract is over $15,000. x Workers compensation insurance certification, unless vendor is a sole provider

Contractor Information

Contractor Name	Alten Construction, Inc.	Agency's Contact	Shannon Alten				
OUSD Vendor ID #	000383	Title	Vice President				
Street Address	1141 Marina Way So	City	Richmond	State	CA	Zip	94804
Telephone	510-234-4200	Policy Expires					
Contractor History	Previously been an OUSD contractor? X Yes ☐ No	Worked as an OUSD employee? ☐ Yes X No					
OUSD Project #	21110						

Term of Original/Amended Contract

Date Work Will Begin (i.e., effective date of contract)	4-13-2023	Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)	5-5-2027
		New Date of Contract End (If Any)	

Compensation/Revised Compensation

If New Contract, Total Contract Price (Lump Sum)	$ 5,724,000.00	If New Contract, Total Contract Price (Not To Exceed)	$
Pay Rate Per Hour (If Hourly)	$	If Amendment, Change in Price	$
Other Expenses		Requisition Number	

Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Funding Source	Org Key	Object Code	Amount
9655/9856	Fund 21, Measure Y	210-9655-0-9856-8500-6271-303-9180-9906-9999-21110	6271	$5,724,000.00

Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

1.	**Division Head**	**Phone** 510-535-7038	Fax	510-535-7082
	Executive Director, Facilities Planning and Management			
	Signature KChaf	Date Approved	3/6/23	
2.	**General Counsel, Department of Facilities Planning and Management**			
	Signature Lozano Smith, approved as to form	Date Approved	3/3/23	
3.	**Deputy Chief, Facilities Planning and Management**			
	Signature KChaf for T.N	Date Approved	3/6/23	
4.	**Chief Financial Officer**			
	Signature	Date Approved		
5.	**President, Board of Education**			
	Signature	Date Approved		

THIS FORM IS NOT A CONTRACT