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**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Preston Thomas, Chief Systems and Services Officer, Facilities Planning and Management  
Kenya Chatman, Executive Director of Facilities Planning and Management

**Meeting Date** April 24, 2024

**Subject** Public Hearing and Adoption of Resolution No. 2324-0203 Approving Findings Required by Government Code Section 4217.12, Approving Funding Agreement With PG&E, and Approving Energy Savings Agreement between District and Syserco Energy Solutions, Inc.

**Ask of the Board** The Board of Education (“Board”) hold a public hearing prior to considering adoption of a resolution that would (1) approve an energy services agreement with Syserco Energy Solutions, Inc. (“Syserco”), (2) approve a related On-Bill Financing Agreement with PG&E, and (3) make related findings that the cost of the project is outweighed by the projected energy savings.

**Background** OUSD is committed to lessening greenhouse gas emissions and improving the overall learning and working environments for students and staff. Particular areas of focus that relate to this project include energy efficiency, carbon reduction, green infrastructure, and improved air quality and ventilation.

The District previously entered into an agreement with Syserco Energy Solutions, Inc. (SES) to address an expressed interest in the identification, development, and implementation of energy and sustainability initiatives that are aligned with District goals. District staff sought to work with SES to develop a project that maximized a positive environmental impact while also improving facilities infrastructure by improving air quality and ventilation conditions in occupied spaces. In consideration of the rapidly increasing costs of electricity and natural gas, District staff also sought to identify and develop a project that will result in significant ongoing reduction of utility and operational cost savings.

Throughout the project development process, District staff worked closely with SES to identify a combination of Energy Conservation Measures (ECMs) that will deliver the greatest overall value to the District. SES analyzed historical utility data on a

site-by-site basis and provided recommendations that closely aligned with District goals and needs. In completing the project development process, the District has identified a project, as summarized in the Energy Services Proposal attached to the proposed contract, that spans across the District consisting of ECMs that will significantly reduce ongoing utility and operational costs, improve energy efficiency, safety, and ventilation in the majority of classroom and staff spaces. The project has been developed to align and adhere to external funding source requirements as defined by PG&E's On-Bill Financing (OBF) program and California Schools Healthy Air, Plumbing and Efficiency (CalSHAPE) program.

## **Discussion**

The project consists of the following measures which define the Scope of Work:

- Energy Efficient LED Lighting Upgrades at (13) schools
- Replacement of existing transformers with new energy efficient transformers at (4) schools
- Installation of plug-load controls to eliminate overnight parasitic electricity loads where peripheral devices such as monitors, printers, appliances, etc. are consuming unnecessary energy at (20) schools
- Installation of refrigeration controls to reduce energy use and reduce the chances of food loss at (7) schools
- Assessment and efficiency improvements of HVAC equipment, including installation of high efficiency filters and carbon-dioxide sensors to reduce safety risks in classrooms at (83) schools
- Installation of new plumbing fixtures and water conservation devices in kitchens and common spaces at (43) schools

The total contract price is \$20,890,566. When factoring in utility savings, operational savings, and water savings, the project is expected to save the District approximately \$65,034,997 over the combined expected useful life of the equipment being installed, with an expected \$52,489,229 in savings from natural gas and electricity.

District staff has identified and secured external funding from PG&E's On-Bill Financing (OBF) program and California Schools Healthy Air, Plumbing and Efficiency (CalSHAPE) program. Staff worked with SES to identify all eligible funding measures and submitted applications to secure funding for the project. The District has secured \$4,000,000 from PG&E's OBF program and \$7,346,916 from the California Energy Commission's CalSHAPE program. The remaining amount to complete the funding for the project (\$7,644,508) shall be in the form of capital outlay from bond funds. The attached Energy Services Proposal, Project Presentation, and Project Cash-Flow Pro Forma provide project-specific details relating to the Scope of Work and summarizes project costs and anticipated utility and operational savings. The project is expected to reduce greenhouse gas emissions by 1,592 metric carbon tons, which is equivalent to 1,783,284 pounds of coal burned, or 179,138 gallons of gasoline.

## **Fiscal Impact**

The project shall be funded utilizing the following (3) funding sources:

1. California Schools Healthy Air, Plumbing and Efficiency (CalSHAPE) grant in the amount of \$7,346,916
2. PG&E On-Bill Financing in the amount of \$4,000,000
3. District Capital Outlay in the amount of \$7,644,508

**Attachment(s)**

- Resolution No. 2324-0203
- Energy Services Proposal (ESP)
- Energy Services Agreement
- Project Cash-Flow Pro Forma
- PGE On-Bill Financing Agreement
- Project Presentation Overview

Or See individual attachments  
as Exhibits 1, 3 - 8 of the  
Legislative File

**RESOLUTION OF THE  
BOARD OF EDUCATION OF THE  
OAKLAND UNIFIED SCHOOL DISTRICT**

Resolution No. 2324-0203

**Approving Findings Required by Government Code Section 4217.12, Approving Funding Agreement With PG&E, and Approving Energy Savings Agreement between District and Syserco Energy Solutions, Inc.**

**WHEREAS**, the Board of Education (“Board”) of the Oakland Unified School District (“District”) supports the goal of energy efficient school operations and desires to reduce the steadily rising costs of energy needs at the District’s facilities; and

**WHEREAS**, in furtherance of its goal of energy efficiency, and pursuant to the authorization of California Government Code Sections 4217.10 through 4217.18, the District desires to enter into an agreement between the District and Syserco Energy Solutions, Inc. (“Syserco”) for an energy conservation project for the District (“Energy Project Agreement”);

**WHEREAS**, under the Energy Project Agreement, Syserco will implement and install certain energy saving measures at eighty-three (83) District sites as further described in the Energy Project Agreement; and

**WHEREAS**, California Government Code Sections 4217.10 *et seq.* authorize the District to enter into the Energy Project Agreement after holding a public hearing and making certain findings; and

**WHEREAS**, the Board has received data predicting that the anticipated cost to the public agency for thermal or electrical energy or conservation services provided pursuant to the contract will be less than the anticipated marginal cost to the District of thermal, electrical, or other energy that would have been consumed by the District in the absence of those purchases; and

**WHEREAS**, the District qualifies for PG&E’s Energy Efficiency Retrofit Loan Program through which the District would receive interest-free funding to be repaid by the District on its utility bill using monthly energy savings. The District wishes to use such funding for the Project and agreement with Syserco;

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the foregoing recitals are true and correct.

**BE IT FURTHER RESOLVED**, that the Board received public comment, information and data at a regularly scheduled Board meeting, for which notice was given not less than two weeks in advance.

**BE IT FURTHER RESOLVED**, that in accordance with Government Code Section 4217.12, the Board finds that the anticipated cost for the thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be



less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases.

**BE IT FURTHER RESOLVED**, that the Board hereby approves the Energy Project Agreement with Syserco, and authorizes the Superintendent or designee to take such actions and execute such documentation as necessary to effect the intent of this Resolution.

**BE IT FURTHER RESOLVED**, that the Board hereby approves the on-bill financing agreement with PG&E, and authorizes the Superintendent or designee to take such actions and execute such documentation as necessary to effect the intent of this Resolution.

**PASSED AND ADOPTED** on April 24, 2024, by the Board of Education of the Oakland Unified School District by the following vote:

PREFERENTIAL AYE:

PREFERENTIAL NOE:

PREFERENTIAL ABSTENTION:

PREFERENTIAL RECUSE:

AYES:

NOES:

ABSTAINED:

RECUSE:

ABSENT:

### **CERTIFICATION**

We hereby certify that the foregoing is a full, true and correct copy of a Resolution passed at a Regular Meeting of the Board of Education of the Oakland Unified School District held on April 24, 2024.

<b>Legislative File</b>	
File ID Number:	24-0782
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By:	

### **OAKLAND UNIFIED SCHOOL DISTRICT**

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Benjamin Davis  
President, Board of Education

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Kyla Johnson-Trammell  
Superintendent and Secretary, Board of Education



# ENERGY SERVICES PROPOSAL – EXHIBIT A

Prepared for Oakland Unified School District



**Presented by:**  
Syserco Energy Solutions, Inc.

**Date Submitted:**  
November 10, 2023

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## Executive Summary

Oakland Unified School District (District) selected Syserco Energy Solutions, Inc. (SES), a qualified energy services company and design-build contractor, to develop and implement a comprehensive design-build energy services project. The scope of work for this project is a combination of energy conservation measures (ECMs) at twenty-two (22) schools, as well as HVAC and air quality improvements district-wide, (83 schools in total), under the California Schools Healthy Air, Plumbing and Efficiency Program (CalSHAPE).

The process of developing the energy conservation measures for the District involved performing an Investment Grade Audit (IGA) of the District’s identified facilities. The IGA established a historical energy use baseline and identified facility improvement and ECMs that address the primary objectives of the District’s facilities staff.

We are pleased to present the following energy efficiency and facility enhancement project proposal to Oakland Unified School District. This proposal represents the scope of work, approved by the District, and shall result in improved facility conditions, air quality, learning and teaching conditions, and significant operational cost reductions for the District.

The primary objective of this project is to implement ECMs that maximize energy, generate operational savings, and utilize CalSHAPE grant funds to assess HVAC systems, and improve air quality and ventilation for students and staff. Secondary goals include replacing aged and/or failing equipment, future capital cost avoidance, and the reduction of greenhouse gas emissions across the District.

The following priorities were identified by the District as the most crucial items to address in this project:

- Identify ECMs at twenty-two (22) schools.
- Apply for and implement CalSHAPE measures across all eighty-three (83) schools in the District.

The following table outlines the lump sum project cost and estimated grants and incentives, resulting in the expected net project cost to the District.

<b>Estimated Project Cost</b>	<b>\$18,991,424</b>
Estimated CalSHAPE Grant Funding (A&M)	\$6,611,340
Estimated CalSHAPE Grant Funding (Plumbing) Natural Gas Saving Measures	\$735,576
Estimated OBF Funding	\$4,000,000
Estimated District Contribution	\$7,644,508

*\*Pricing assumes the District’s Board of Education approves this project at a regularly scheduled public hearing in October, public notice of which is given at least two weeks in advance. Pricing may be subject to change if the approval is delayed.*

## Section 1 – Introduction

We are pleased to present this Energy Services Proposal (proposal) to Oakland Unified School District (District) for the purpose of implementing the recommended energy conservation measures (ECMs) as approved by District staff. In implementing this project, the District will achieve improved occupant comfort and reduced utility consumption. As such, this project will reduce ongoing maintenance costs, thus providing operational cost savings.

To develop the recommended project, our experienced energy engineers, project managers, and project developers examined existing systems and equipment through a detailed energy and operational audit of the District's facilities to determine the full potential for savings. This proposal is a culmination of our audit findings, recommended measures, infrastructure enhancements, operational savings, and overall cost reductions. We have investigated multiple means for accomplishing this goal including retrofitting equipment, installation of new devices, and employing enhanced strategies to improve operational efficiency.

### 1.1 Team Effort

We would like to thank members of the District's staff and facilities team who worked closely with our team throughout this process. Without their assistance, this project would not have been possible.

### 1.2 Approach

The project development process involved numerous site visits, interaction with District administration and facilities staff, a detailed analysis of existing equipment and systems, current utility consumption, and any available logs and profiles of equipment. Studies of energy usage, operating conditions, and interviews with the District's facility team have been valuable sources of information, contributing greatly to this effort. We have taken into consideration the input provided by staff and have integrated the various infrastructure needs of the District by compiling the proposed ECMs.

## Section 2 – Scope of Work

### 2.1 Energy Conservation Measure (ECM) Summary

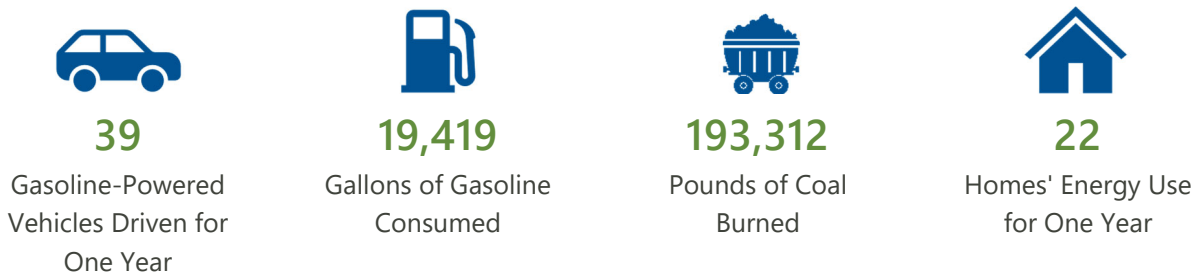
For the detailed descriptions of the scope of work, please refer to section “2.5 ECM Descriptions and Detailed Scope of Work.”

The following table highlights cost savings and emissions reductions for each ECM.

ECM #	ECM Description	Electric Savings (\$/yr)	Gas Savings (\$/yr)	Water/Sewer Savings (\$/yr)	O&M* Savings (\$/yr)	Emissions Savings (mtCO <sub>2</sub> /yr)
5.1	Lighting	\$359,504	0	0	\$75,496	974
9.1	Refrigeration Controls	\$8,589	0	0	\$1,804	20
12.1	Transformers	\$86,165	0	0	0	191
13.1	CalSHAPE Plumbing (NG Savings)	0	\$47,763	\$105,309	\$22,067	136
19.1	Plug Load	\$122,689	0	0	0	271
	<b>Total**</b>	<b>\$576,947</b>	<b>\$47,763</b>	<b>\$105,309</b>	<b>\$99,367</b>	<b>1,592</b>

\* Operations and Maintenance

For comparison, 380,465 pounds of Carbon Dioxide (CO<sub>2</sub>) equivalent to greenhouse gas emissions from:



\*\*Projected energy reduction and cost avoidance figures are calculated based upon existing building occupancy, operation, and stipulated assumptions of performance. All calculations are based upon industry best practices and methodologies.

## 2.2 Clarifications and Exclusions

### 2.2.1 Clarifications

- There will be two (2) working shifts, a first shift in the morning/early afternoon hours, and a second shift for late afternoon/evening hours.
- ECMs involving plug load, lighting, CO<sub>2</sub> sensors, refrigeration controls, and transformers may be installed second shift. ECMs involving CalSHAPE ventilation will be performed during first shift and CalSHAPE plumbing is planned to be performed during the first shift.
- We will work closely with District staff to identify any areas that may require after-hours work. We will review the project schedule with District staff to ensure mutual agreement is reached regarding site access and District-approved work in occupied spaces.
- The District shall provide all required static IP addresses and ethernet drops for equipment where applicable and required. See section 2.5.2 – ECM 4.1, 9.1, and 19.1 for detailed scope.
- The District shall provide a laydown and storage area during the construction period.
- Prior to commencing work, SES will test circuit breakers and disconnects to ensure they are in good working order. If they are SES will proceed with work, if they are not SES will notify the district.
- The District shall allow SES the use of existing power to operate electrical construction tools and equipment.
- Our proposal is based on reusing existing electrical circuits and grounding unless specifically stated in the detailed scope of work.
- The District will provide our team with six (6) sets of master keys during the construction period.

### 2.2.2 Exclusions

- Anything not specifically included.
- Any repair work for existing systems beyond that which is stated in the ECM scope of work or resolving existing code violations.
- Hazardous material abatement.
- Due to the like-for-like replacement nature of this project, permits are assumed to not be required and are excluded.

## 2.3 Extent of Subcontracting

We may subcontract portions of work related to this contract to licensed and qualified companies including equipment installation, start-up, and training.

## 2.4 Project Schedule

As a predecessor milestone, the initial construction schedule start date is based on the execution of the contract. The projected overall project implementation schedule will be developed by our project manager and reviewed with District staff during the construction kickoff meeting.

## 2.5 ECM Descriptions and Detailed Scope of Work

### 2.5.1 Introduction

As a result of our project development work, a number of ECMs have been identified to meet the specific needs of each facility. ECM identification and selection is the result of our detailed review of each site, in conjunction with the District’s building plans, specifications, equipment arrangements, and interviews with District staff. These ECMs are intended to enhance the efficiency of the buildings through new equipment, repair, retrofit, and reprogramming of various systems in the buildings.

The following section is a detailed description of each proposed ECM. Each description includes the existing and proposed conditions, planned scope of work, and any impacts to operations and/or maintenance.

### 2.5.2 Detailed Scope of Work for Energy Efficiency Project

#### HVAC

##### ECM 4.1 – CalSHAPE Ventilation – Assessment and Maintenance (A&M), Filters, CO<sub>2</sub> Sensors, and Contingency Repair

##### Existing Conditions and General Intent

There are standalone thermostats and Alerton building management systems (BMS) spread throughout the District. The standalone thermostats do not provide “visibility” to the facilities staff for programming, scheduling, and troubleshooting. This can allow associated equipment to operate without oversight, causing energy waste. This measure will install new network-capable electronic thermostats with integrated CO<sub>2</sub> sensors. These will immediately meet the requirements of the CalSHAPE program, making the District eligible for grant funding. Additionally, a platform will be created to ensure the District is “BMS ready” and that units can be tied into the BMS in the future. Once tied in, staff will be able to observe and schedule the buildings included, resulting in improved control and operability and ongoing energy savings.



### ECM Benefits

We will either add networked thermostats with integrated CO<sub>2</sub> sensors or upgrade the current Alerton thermostats to include CO<sub>2</sub> sensors to meet the CalSHAPE requirements. The key benefit of this ECM is to provide a reading of CO<sub>2</sub> levels in classrooms and to create a platform for which the District can integrate units into the BMS in the future. This will allow the system to provide outside ventilated air to students and staff. The CO<sub>2</sub> sensors will not immediately control the HVAC units but will create a unified platform which District staff can start adding HVAC units to in the future.

*Please see "Attachment A – CalSHAPE Ventilation Scope of Work" for a detailed scope breakout per school.*

### CalSHAPE Ventilation Assessment and Maintenance (A&M) Details:

1. Verification of HVAC quantities and types on site prior to starting work.
2. Verification of ventilation rates in eligible spaces will be performed by qualified testing personnel.
3. Calculation of the required minimum outside air ventilation rates for each occupied space.
4. Measurement of outside air under Section B of California Energy Commission (CEC) form CEC-NRCA-MCH-02-A.
5. Verification of survey readings of inlets and outlets to ensure all ventilation is reaching the served zone and there is adequate distribution.
6. Verification of building pressure relative to the outdoors to ensure a proper level of positive pressure differential.
7. Verification of coil velocities and discharge air temperatures required to maintain desired indoor conditions.
8. Confirmation that the air-handling units are bringing in outdoor air and removing exhaust air as intended by the system design.

### HVAC Assessment Report

Provide and submit an HVAC Assessment report that has been prepared by Qualified Testing Personnel or Qualified Adjusting Personnel. HVAC assessment report to include:

1. Name and address of school facility and person preparing and certifying HVAC Assessment Report
2. Documentation of HVAC equipment model number, serial number, and general condition of unit
3. Verification that MERV 13 filters have been installed or that the maximum MERV-rated filter that the system is able to effectively handle has been installed.
4. Verification of ventilation rates for eligible spaces.
5. Documentation of system deficiencies and recommendations for additional maintenance, replacement, or upgrades to improve energy efficiency, safety, or performance.
6. Name of the utility that provides electricity service and monthly electricity meter data.

### Filter Replacement

1. Verification of filter quantities and sizes to be on site prior to ordering.
2. Replacement of existing filters with the appropriate MERV-rated filter, with a target of MERV-13, in the HVAC systems where feasible.
3. Recommendations for additional maintenance, replacement, or upgrades to the above will be recorded in the HVAC Assessment Report.

### CO<sub>2</sub> Sensors

1. Furnish and install (1,518) Wi-Fi CO<sub>2</sub> sensors per CalSHAPE requirements.
  - a. Integrate into the Alerton Compass front end.
  - b. Develop graphic summary for CO<sub>2</sub> data in table format.
  - c. Set up trending for CO<sub>2</sub> data.
2. Furnish and install (490) MS4-THC Thermostats/CO<sub>2</sub> combo sensors, per CalSHAPE requirements.
  - a. Replace existing Alerton MS2/MS4 thermostats.
  - b. Integrate into the Alerton Compass front end.
  - c. Develop graphic summary for CO<sub>2</sub> data in table format.
  - d. Set up trending for CO<sub>2</sub> data.
  - e. Add Demand Control Ventilation (DCV) programming, where applicable.
3. Furnish and install (173) CO<sub>2</sub> sensors per CalSHAPE requirements.
  - a. Wire to existing Alerton controller
  - b. Integrate into the Alerton Compass front end.
  - c. Develop graphic summary for CO<sub>2</sub> data in table format.
  - d. Set up trending for CO<sub>2</sub> data.
  - e. Add Demand Control Ventilation (DCV) programming, where applicable.
4. Update (64) existing MS4-THC sensors with visual indicator color change per CalSHAPE requirements.
5. Provide engineering set for the scope of work.  
Engineering set to include table of the following information:
  - a. School name
  - b. Building name
  - c. Room number
  - d. Sensor count
  - e. Sensor type
  - f. Typical wiring diagram for each sensor type
6. Provide onsite training.

### CalSHAPE Contingency Repairs – requires approval by the District

1. The CalSHAPE program has an allowance for “minor repairs” following the assessment and maintenance of each HVAC unit, the allowed amount per school is detailed in Attachment A, which may be subject to change after the completion of the assessment tasks. Contingency dollars cannot be transferred between schools.
2. We will compile a list of needed repairs and costs, broken out by school, to present to the District for approval.

**NOTE: We strongly encourage the District to set aside additional contingency money to address repairs that may be discovered, the value of which may be in excess of the CalSHAPE Contingency Repairs allowance..**

### facilityCARE

1. Develop eleven (11) facilityCARE dashboards.
  - a. Oakland District
  - b. Oakland Districts #1 – 7
  - c. Elementary, middle, and high schools
2. facilityCARE dashboards to include the following data:
  - a. Comfort Index (2,245 data points)
  - b. Average Occupancy Zone Temperature (2,245 data points)
  - c. CO<sub>2</sub> (2,245 data points)
  - d. Relative Humidity (554 data points)
3. Provide (4) hours of onsite training.

## Lighting ECMs

### ECM 5.1 – Lighting Efficiency and Lighting Controls Update

#### Existing Conditions and General Intent

The existing lighting systems in the District’s buildings are a mix of original linear T8 fluorescent tubes, recessed can lights with two (2) and three (3) lamp CFL (compact fluorescent lights) pin lamps and LED (light-emitting diode) lighting. This measure will replace the existing lighting systems identified in the lighting audit with new LED lamps or fixtures as recommended. Additional controls will be integrated where identified.

#### ECM Benefits

By replacing the existing lighting systems with LED lighting, a full round of maintenance and longer lamp life will be realized, reducing energy consumption, and increasing light production.

#### Impacted Equipment

*Please see “Attachment B – Lighting Line-by-Line” for details.*

## Building Lighting

1. Project line-by-line lighting audit
2. Disconnect and reconnect line voltage.
3. Coordinate working periods to minimize occupant impact.
4. Clean all work areas of debris and dust after lighting work is completed.
5. Dry wipe all new and remaining lighting surfaces, assuring they are free of dust and debris.
6. Dispose of removed lighting material in accordance with state and local environmental regulations.
7. Provide necessary engineering and project management to complete a turnkey system.
8. Provide as-built drawings, cut sheets/submittal package, and O&M manual.
9. Provide pre- and post-installation photos for documentation.
10. Provide training to District facilities staff.

## Refrigeration ECMs

### ECM 9.1 – Refrigeration Controls

#### General Intent

There are thirteen (13) walk-in coolers/freezers throughout the District. Refrigeration controls and monitoring will send alerts to the District's designated personnel to notify them if there are any issues with the cooler or if a door is left open. Additionally, the program will turn off evaporator fan motors when the door opens to prevent warm, damp air from entering resulting in energy savings.

#### ECM Benefits

We will provide a turnkey solution to retrofit the existing walk-in coolers and freezers with refrigeration controls and monitoring. All these sites will be Ethernet enabled (the District will need to provide an Ethernet drop to each walk-in cooler/freezer). By Ethernet monitoring the controls, the software package will allow users of the system to centrally manage, control, schedule, and monitor the walk-in coolers/freezers using real-time information. In addition, data will be analyzed to provide temperature and equipment diagnostics alarms to personnel such as if the door is left open. The first three years of remote services monitoring (RSM) have been included in this project.

## Impacted Equipment

### La Escuelita

- One (1) walk-in cooler and one (1) walk-in freezer

### Oakland High School

- Two (2) walk-in coolers and two (2) walk-in freezers
- Seven (7) motors to be replaced with electronically commutated (EC) motors.

### Manzanita Elementary

- One (1) walk-in cooler and one (1) walk-in freezer

### Lockwood Elementary

- One (1) walk-in cooler

### Madison Park Academy (6-12)

- One (1) walk-in cooler

### Elmhurst United Middle School

- One (1) walk-in cooler and one (1) walk-in freezer

### Skyline High School

- One (1) walk-in cooler

## Refrigeration Controls Details

- The District shall provide access to installers, which may be after hours. There is no need to empty the cooler, reschedule deliveries, or make any special arrangements unless the cooler is so full that installers are unable to work in it. If the cooler is too full, District will remove necessary contents and store appropriately.
- Schedule shut down of each unit with site personnel.
- Lock out/tag out electrical service to walk-in coolers/freezers.
- Install new electronically commutated (EC) motors and retrofit controls where applicable.
- Remove lock out/tag out of electrical service and start the walk-in coolers/freezers to ensure proper operation.
- **The District will provide IT (LAN) connection for refrigeration RSM monitoring connection within 10 feet of the controller box.**
- Provide training to site personnel/operator at completion of the installation.
- Provide necessary engineering and project management for a complete turnkey system.
- Provide cut sheets/submittal package and O&M manual documentation.

## Energy/Utility Distribution System ECMs

### ECM 12.1 – Transformer Upgrade

#### General Intent

This measure will replace twenty-five (25) transformers with new high efficiency transformers.

#### ECM Benefits

Replacement of original equipment at the end of its useful life with new and more efficient equipment to reduce baseload energy consumption.

#### Impacted Equipment

*Please see "Attachment C – Transformer Scope of Work" for details. Please note that transformers highlighted in red are excluded.*

#### Electrical Details:

1. Schedule shut down of each transformer with site personnel.
2. Lock out/tag out electrical service to transformers.
3. Disconnect and remove existing transformers.
4. Properly dispose of existing transformers in accordance with state, local and any Authority Having Jurisdiction (AHJ) requirements for disposal/recycling.
5. Install new high efficiency transformer, utilizing existing wiring and grounding.
6. Provide all miscellaneous tools and materials needed to properly install new power transformers.
7. Remove lock out/tag out of electrical service and energize transformers.
8. Provide necessary engineering and project management for complete turnkey system.
9. Provide cut sheets/submittal package, O&M manual, pre and post photo documentation.
10. Provide owner/operator training.

**Exclusions:**

1. Emergency or temporary power during power outages or cut overs.

**Clarifications:**

1. Pricing reflects new transformers being installed in same locations as existing.
2. Power will be shut down to the entire campus, with close coordination with the District. The District is responsible for proper shutdown of any IT, refrigeration, fire/life/safety, security and alarms, or other equipment that may be affected by a power outage.

## **Water and Sewer Conservation ECMs with Therm Savings**

### **ECM 13.1 – Low Flow Water Fixtures**

**General Intent**

There are inefficient plumbing fixtures that utilize domestic hot water at select District campuses. This ECM will replace all CalSHAPE eligible fixtures that yield therm savings with CalSHAPE compliant low flow fixtures.

**ECM Benefits**

By replacing this equipment, the District is utilizing CalSHAPE grant funding to upgrade all eligible fixtures to low flow, which will realize water, sewer, and therm savings across the District.

**Impacted Equipment**

*Please see "Attachment D – Plumbing Scope" for details.*

## Plug Load ECMs

### ECM 19.1 – Plug Load Controllers

#### General Intent

There are many devices that are plugged into wall outlets for power. This includes copiers, printers, projectors, TVs, portable air filters, water heaters/coolers, coffee machines, refrigerators, charging carts, etc. throughout the District. This equipment consumes electricity when not in use. When taken in aggregate the volume of stand-by electricity consumption adds notable, and unnecessary cost. This measure will install plug load, end-device controllers, and centralized infrastructure to schedule, monitor and control these devices for the purpose of reducing stand-by energy losses.

#### ECM Benefits

By turning this equipment completely off on a schedule the District can be sure that plugged in equipment is fully turned off each night and eliminating energy waste.

#### Impacted Equipment

Site Name	# of plug load controllers
Allendale Elementary School	52
Bella Vista Elementary School	42
Bret Harte Middle School	105
Elmhurst United Middle School	119
Fruitvale Elementary School	40
Lockwood ES (Futures/Community United)	143
Global Family Elementary School	30
Grass Valley Elementary School	58
Horace Mann Elementary School	30
Laurel Elementary School	99
Madison Park Academy (6-12)	15
Madison Park Academy (Sobrante Park Elementary School)	31
Manzanita Elementary School	77
Martin Luther King, Jr. Elementary School	38
New Highland Academy	82
Oakland HS	187
West Oakland Middle School (WOMS, Lowell)	57
Oakland Technical	176
Skyline High School	258
La Escuelita Elementary	57
<b>Total</b>	<b>1,696</b>



### Plug Load Details

1. Provide and install virtual machine software to control the end devices. Each plug load controller will require an IP address.
2. Pre-install wireless network credentials and password to all new equipment
3. Provide and install plug load end devices as per the line-by-line audit.
4. Provide necessary engineering and project management for complete turnkey system.
5. Provide cut sheets/submittal package and O&M manual.
6. Provide owner/operator training.

## 2.6 Implementation & Verification Plan

The requirements for qualification for on-bill financing (OBF) from Pacific Gas and Electric (PG&E) reside within the Investor Confidence Project (ICP) protocols. Operational Performance Verification (OPV), Measurement & Verification (M&V) and Operation & Maintenance (O&M) plans are required for each ECM that is part of this project. The OPV plan will be implemented at the time of implementation for each ECM. The M&V plan methodology will be utilized for the duration of the OBF financing period. We will provide one (1) year of M&V services, which is included in this proposal. This service will include one (1) annual check-in with the District. The O&M plan will be included in any training and documentation provided to the District as part of the project close out.

To provide the District and PG&E with proof of installation of the scope of work, we will provide the following for each ECM:

- Pre- and post-pictures of equipment
- Bill of lading of equipment
- Training materials
- O&M manuals
- As built audits and drawings



ECM #	ECM Description	Operational Performance Verification Plan	Operations and Maintenance Plan
5.01	Lighting & Controls Upgrade	Pre and post photos of lighting retrofit will be provided in accordance with the OBF protocol. Photo of sample set for field selectable wattage lamps of installed setting. As-built lighting Line-by-Line audit will be updated, and calculations recomputed at completion of project. Take a statistically representative sample for pre and post wattage measurements of fixtures.	Contractor will provide onsite training for new fixtures and controls. Comprehensive operation and maintenance manuals will be provided. If there are changes during construction, they will be reflected in the provided documents.
9.01	Refrigeration Controls	Pre and post photos of the condition of the control system and any system components that are impacted. Manufacturer installation procedures will be followed. Provide screenshots of monitoring system. Final quantities and equipment specifications will be utilized to calculate As-built energy savings.	Contractor will provide onsite training for new fixtures and controls. Comprehensive operation and maintenance manuals will be provided. If there are changes during construction, they will be reflected in the provided documents.
19.01	Plug Load Controls	Pre and post photos of sample set of plug load control components. Manufacturer installation procedures will be followed. Provide screenshot of monitoring system and a report indicating the wattage saved. As-built quantities and specific devices will be updated into the savings calculations upon completion of construction.	Contractor will provide onsite training for new fixtures and controls. Comprehensive operation and maintenance manuals will be provided. If there are changes during construction, they will be reflected in the provided documents.

## Section 3 – Project Financials

### 3.1 Firm-Fixed Project Cost

Costs presented in this proposal are valid until 10/31/2023. If the Notice to Proceed is issued after 10/31/2023, we reserve the right to re-evaluate the project and make necessary modifications to the construction cost.

### 3.2 Items Included in Project Cost

Project costs include:

1. Engineering audit/project development including the cost for preparation of this proposal.
2. Engineering design
3. Construction/project management and site supervisor services.
4. Installation of equipment as specified in the scope of work:
  - a. All costs will be paid by SES for the installation of the equipment. This includes costs paid to subcontractors, team member reimbursements, or otherwise as it relates to the installation or system verification of equipment.
  - b. Cost of all equipment, materials, supplies, and equipment incorporated in the scope of work, including costs of transportation thereof.
  - c. Cost or rental charges including transportation and maintenance, of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers.
  - d. Cost of premiums for all bonds and insurance.
  - e. Demolition cost and cost of removal of all debris.
  - f. Cost of equipment startup, training, system verification, and balancing performed by SES.
5. Mobilization, project development, and engineering fee:
  - a. The invoice will be presented upon mutual execution of the Contract and will be in the amount of 25% of the project's total value.



# Attachment A – CalSHAPE Ventilation Scope of Work

School Name	Assessment & Maintenance	Filter Replacements	CO2 Provision & Installation	Contingency Repair \$
ACORN Woodland Elementary	20	68	17	\$ 9,060.00
Allendale Elementary	30	100	25	\$ 12,500.00
Bella Vista Elementary	29	96	24	\$ 12,120.00
Bret Harte Middle	50	164	41	\$ 19,380.00
Bridges Academy	32	108	27	\$ 13,260.00
Brookfield Elementary	34	112	28	\$ 13,840.00
Burckhalter Elementary	19	64	16	\$ 8,680.00
Carl B. Munck ES	26	66	22	\$ 10,830.00
Castlemont High	87	288	72	\$ 32,360.00
Chabot ES	32	81	27	\$ 12,855.00
Claremont MS	29	72	24	\$ 11,720.00
Cleveland ES	19	48	16	\$ 8,440.00
Coliseum College Prep Academy	47	156	39	\$ 18,420.00
Community Day	6	16	4	\$ 3,920.00
Community United Elementary	23	76	19	\$ 10,020.00
Crocker Highlands ES	20	51	17	\$ 8,805.00
Dewey Academy	17	56	14	\$ 7,920.00
East Oakland Pride Elementary	34	112	28	\$ 13,840.00
Edna Brewer MS	41	102	34	\$ 15,770.00
Elmhurst United Middle	48	160	40	\$ 18,800.00
Emerson ES	26	66	22	\$ 10,830.00
Encompass Academy Elementary	19	64	16	\$ 8,680.00
Esperanza Elementary	23	76	19	\$ 10,020.00
Franklin Elementary	47	156	39	\$ 18,420.00
Fred T. Korematsu Discovery Academy	22	72	18	\$ 9,640.00
Fremont High	62	208	52	\$ 23,760.00
Frick Middle	32	108	27	\$ 13,260.00
Fruitvale Elementary	30	100	25	\$ 12,500.00
Futures Elementary	24	80	20	\$ 10,400.00
Garfield Elementary	45	148	37	\$ 17,660.00
Gateway to College at Laney College	2	4	1	\$ 2,580.00
Glenview ES	24	60	20	\$ 10,100.00
Global Family	48	160	40	\$ 18,800.00
Grass Valley Elementary	23	76	19	\$ 10,020.00
Greenleaf Elementary	37	124	31	\$ 14,980.00
Hillcrest ES	17	42	14	\$ 7,670.00
Home and Hospital Program	26	66	22	\$ 10,830.00
Hoover Elementary	27	88	22	\$ 11,360.00
Horace Mann Elementary	22	72	18	\$ 9,640.00
Howard Elementary	26	88	22	\$ 11,160.00
Independent Study, Sojourner Truth	24	80	20	\$ 10,400.00
International Community	22	72	18	\$ 9,640.00
Joaquin Miller ES	19	48	16	\$ 8,440.00
La Escuelita Elementary	29	96	24	\$ 12,120.00
Laurel Elementary	36	120	30	\$ 14,600.00
Life Academy	24	80	20	\$ 10,400.00
Lincoln Elementary	36	120	30	\$ 14,600.00
Madison Park Academy	43	144	36	\$ 17,080.00
Madison Park Primary (TK-5)	22	72	18	\$ 9,640.00
Makrham Elementary	35	116	29	\$ 14,220.00
Manzanita CDC Seed	7	20	5	\$ 4,300.00
Manzanita Community School	47	156	39	\$ 18,420.00
Martin Luther King, JR Elementary	28	92	23	\$ 11,740.00
Mcclymonds High	51	172	43	\$ 19,940.00
Melrose Leadership Academy	29	96	24	\$ 12,120.00
MetWest High	43	144	36	\$ 17,080.00
Montclair ES	32	81	27	\$ 12,855.00
Montera MS	52	129	43	\$ 19,415.00
New Highland Academy	23	76	19	\$ 10,020.00
Oakland High	95	316	79	\$ 35,220.00
Oakland International High	30	100	25	\$ 12,500.00
Oakland School of Language	12	40	10	\$ 6,200.00
Oakland Technical HS	96	240	80	\$ 34,400.00
Parker Elementary	25	84	21	\$ 10,780.00
Peralta ES	18	45	15	\$ 8,075.00
Piedmont Ave ES	24	60	20	\$ 10,100.00
Prescott ES	27	88	22	\$ 11,360.00
Ralph J. Bunche High	19	64	16	\$ 8,680.00
Reach Academy/Cox Academy	63	212	53	\$ 24,140.00
Redwood Heights Elementary	20	68	17	\$ 9,060.00
Rise Community School	22	72	18	\$ 9,640.00
Roosevelt Middle	38	128	32	\$ 15,360.00

School Name	Assessment & Maintenance	Filter Replacements	CO2 Provision & Installation	Contingency Repair \$
Rudsdale Continuation	39	128	32	\$ 15,560.00
Sankofa Academy Elementary	23	76	19	\$ 10,020.00
Sequoia ES	24	60	20	\$ 10,100.00
Skyline HS	112	279	93	\$ 39,665.00
Street Academy	10	32	8	\$ 5,440.00
Think College Now	22	72	18	\$ 9,640.00
Thornhill ES	22	54	18	\$ 9,290.00
United for Success	24	80	20	\$ 10,400.00
Urban Promise Academy	20	64	16	\$ 8,880.00
West Oakland Middle	47	156	39	\$ 18,420.00
Westlake Middle	43	144	36	\$ 17,080.00
<b>Total</b>	<b>2703</b>	<b>8430</b>	<b>2245</b>	<b>\$ 1,101,890.00</b>



## Attachment B – Lighting Line-By-Line

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
MLK_ES	CLASSROOM	184SBI	15	102	
MLK_ES	CLASSROOM	B184SBI	2	112	
MLK_ES	CLASSROOM	B184SBI	1	112	
MLK_ES	CLASSROOM	142RTPI	8	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	CLOSET	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	RESTROOM	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	HALL	142RTPI	4	59	
MLK_ES	CLASSROOM	184SBI	16	102	
MLK_ES	CLASSROOM	B184SBI	2	112	
MLK_ES	CLASSROOM	142SBI	3	52	
MLK_ES	CLASSROOM	142RTPI	8	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	CLOSET	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	RESTROOM	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	CLASSROOM	184SBI	16	102	
MLK_ES	CLASSROOM	B184SBI	2	112	
MLK_ES	CLASSROOM	142SBI	3	52	
MLK_ES	CLASSROOM	142RTPI	8	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	CLOSET	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	RESTROOM	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	CUSTODIAN	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	CLASSROOM	184SBI	15	102	
MLK_ES	CLASSROOM	B184SBI	2	112	
MLK_ES	CLASSROOM	142SBI	2	52	
MLK_ES	CLASSROOM	142RTPI	8	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	CLOSET	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	RESTROOM	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	ROOM IN CLASSROOM	242RTPI	3	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	ROOM IN CLASSROOM	142RTPI	1	59	
MLK_ES	HALL	142RTPI	5	59	
MLK_ES	STUDY	142RTPI	6	59	
MLK_ES	STUDY	142RTPI	6	59	
MLK_ES	CLASSROOM	126SBI	10	175	
MLK_ES	CLASSROOM	B126SBI	2	175	
MLK_ES	CLASSROOM	142RTPI	4	59	
MLK_ES	REAR HALL	142WPI	2	52	(2) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	GIRLS	142RTPI	1	59	



Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
MLK_ES	GIRLS	142VTI	4	59	
MLK_ES	FACULTY	142VTI	1	59	
MLK_ES	BOYS	142RTPI	1	59	
MLK_ES	BOYS	142VTI	5	59	
MLK_ES	CUSTODIAN	142SI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	ELECTRICAL	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	YELLOW WORK ROOM	142RTPI	6	59	
MLK_ES	OTHER YELLOW WORK ROOM	142RTPI	6	59	
MLK_ES	CLASSROOM	184SBI	10	102	
MLK_ES	CLASSROOM	B184SBI	2	112	
MLK_ES	CLASSROOM	142SBI	3	52	
MLK_ES	CLASSROOM	142RTPI	4	59	
MLK_ES	TEACHER ROOM	142RTPI	4	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MLK_ES	CLASSROOM	184SBI	10	102	
MLK_ES	CLASSROOM	B184SBI	2	112	
MLK_ES	CLASSROOM	142SBI	3	52	
MLK_ES	CLASSROOM	142RTPI	4	59	
MLK_ES	CLASSROOM	184SBI	10	102	
MLK_ES	CLASSROOM	B184SBI	2	112	
MLK_ES	CLASSROOM	142SBI	3	52	
MLK_ES	CLASSROOM	142RTPI	4	59	
MLK_ES	TEACHER ROOM	142RTPI	4	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MLK_ES	CLASSROOM	184SBI	10	102	
MLK_ES	CLASSROOM	B184SBI	2	112	
MLK_ES	CLASSROOM	142SBI	3	52	
MLK_ES	CLASSROOM	142RTPI	4	59	
MLK_ES	CLASSROOM	184SBI	10	102	
MLK_ES	CLASSROOM	B184SBI	2	112	
MLK_ES	CLASSROOM	142SBI	3	52	
MLK_ES	CLASSROOM	142RTPI	4	59	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
MLK_ES	TEACHER ROOM	142RTPI	4	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MLK_ES	CLASSROOM	184SBI	10	102	
MLK_ES	CLASSROOM	B184SBI	2	112	
MLK_ES	CLASSROOM	142SBI	3	52	
MLK_ES	CLASSROOM	142RTPI	4	59	
MLK_ES	CLASSROOM	184SBI	10	102	
MLK_ES	CLASSROOM	B184SBI	2	112	
MLK_ES	CLASSROOM	142SBI	3	52	
MLK_ES	CLASSROOM	142RTPI	4	59	
MLK_ES	TEACHER ROOM	142RTPI	4	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MLK_ES	CLASSROOM	184SBI	10	102	
MLK_ES	CLASSROOM	B184SBI	2	112	
MLK_ES	CLASSROOM	142SBI	3	52	
MLK_ES	CLASSROOM	142RTPI	4	59	
MLK_ES	DOOR ENTRIES	RSCFSI	13	26	
MLK_ES	HALL	142RTPI	5	59	
MLK_ES	STUDY	142RTPI	6	59	
MLK_ES	STUDY	142RTPI	6	59	
MLK_ES	CLASSROOM	126SBI	10	175	
MLK_ES	CLASSROOM	B126SBI	2	175	
MLK_ES	CLASSROOM	142RTPI	4	59	
MLK_ES	REAR HALL	142WPI	2	52	(2) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	GIRLS	142RTPI	1	59	
MLK_ES	GIRLS	142VTI	4	59	
MLK_ES	FACULTY	142VTI	1	59	
MLK_ES	BOYS	142RTPI	1	59	
MLK_ES	BOYS	142VTI	4	59	
MLK_ES	CUSTODIAN	142SI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	ELECTRICAL	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	YELLOW WORK ROOM	142RTPI	6	59	
MLK_ES	OTHER YELLOW WORK ROOM	142RTPI	6	59	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
MLK_ES	CLASSROOM	184SBI	10	102	
MLK_ES	CLASSROOM	B184SBI	2	112	
MLK_ES	CLASSROOM	142SBI	3	52	
MLK_ES	CLASSROOM	142RTPI	4	59	
MLK_ES	TEACHER ROOM	142RTPI	4	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MLK_ES	CLASSROOM	184SBI	10	102	
MLK_ES	CLASSROOM	B184SBI	2	112	
MLK_ES	CLASSROOM	142SBI	3	52	
MLK_ES	CLASSROOM	142RTPI	4	59	
MLK_ES	CLASSROOM	184SBI	10	102	
MLK_ES	CLASSROOM	B184SBI	2	112	
MLK_ES	CLASSROOM	142SBI	3	52	
MLK_ES	CLASSROOM	142RTPI	4	59	
MLK_ES	TEACHER ROOM	142RTPI	4	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MLK_ES	CLASSROOM	184SBI	10	102	
MLK_ES	CLASSROOM	B184SBI	2	112	
MLK_ES	CLASSROOM	142SBI	3	52	
MLK_ES	CLASSROOM	142RTPI	4	59	
MLK_ES	CLASSROOM	184SBI	10	102	
MLK_ES	CLASSROOM	B184SBI	2	112	
MLK_ES	CLASSROOM	142SBI	3	52	
MLK_ES	CLASSROOM	142RTPI	4	59	
MLK_ES	TEACHER ROOM	142RTPI	4	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MLK_ES	CLASSROOM	184SBI	10	102	
MLK_ES	CLASSROOM	B184SBI	2	112	
MLK_ES	CLASSROOM	142SBI	3	52	
MLK_ES	CLASSROOM	142RTPI	4	59	
MLK_ES	CLASSROOM	184SBI	10	102	
MLK_ES	CLASSROOM	B184SBI	2	112	
MLK_ES	CLASSROOM	142SBI	3	52	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
MLK_ES	CLASSROOM	142RTPI	4	59	
MLK_ES	TEACHER ROOM	142RTPI	4	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MLK_ES	CLASSROOM	184SBI	10	102	
MLK_ES	CLASSROOM	B184SBI	2	112	
MLK_ES	CLASSROOM	142SBI	3	52	
MLK_ES	CLASSROOM	142RTPI	4	59	
MLK_ES	DOOR ENTRIES	RSCFSI	13	26	
MLK_ES	LIBRARY	142RTPI	44	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MLK_ES	LIBRARY	B142RTPI	4	59	
MLK_ES	STORAGE	142RTPI	4	59	
MLK_ES	STORAGE	242SBPI	8	59	
MLK_ES	STORAGE	142RTPI	4	59	
MLK_ES	RECEPTION	142RTPI	9	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MLK_ES	RECEPTION	B142RTPI	2	59	
MLK_ES	RECEPTION	142RTPI	10	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MLK_ES	OFFICE	142RTPI	4	59	
MLK_ES	NURSE	142RTPI	4	59	
MLK_ES	NURSE RESTROOM	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	STAFF MEN	142VTI	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	STAFF WOMEN	142VTI	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	CUSTODIAN	142SI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	FIRE ALARM CONTROL	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	FACULTY	142RTPI	14	59	
MLK_ES	FACULTY	B142RTPI	2	59	
MLK_ES	WORK ROOM	142RTPI	14	59	
MLK_ES	WORK ROOM	B142RTPI	2	59	
MLK_ES	PRINCIPAL	142RTPI	6	59	
MLK_ES	COUNSELOR	142RTPI	1	59	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
MLK_ES	SUPPLIES	142RTPI	6	59	
MLK_ES	FRONT LAWN WALKWAY	RSCFSI	4	26	
MLK_ES	CUSTODIAN	W142SI	3	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	CUSTODIAN	W142SI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	FACULTY DINING	RCFSI	5	26	
MLK_ES	KITCHEN	142WPI	15	52	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MLK_ES	KITCHEN	B142WPI	2	52	
MLK_ES	KITCHEN	142WPI	4	52	
MLK_ES	KITCHEN RESTROOM	SBCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	KITCHEN RESTROOM	SBCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	KITCHEN SINK	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	KITCHEN SUPPLIES	142SI	2	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	STAGE LEFT HALL	RSCFSI	2	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	STAGE LEFT LIFT	142SI	4	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	STAGE LEFT STAIR	RSCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	STAGE	SCCFSI	29	26	
MLK_ES	STAGE	SCFSI	9	26	
MLK_ES	STAGE RIGHT STAIR	RSCFSI	2	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	STAGE STORAGE	142RTPI	4	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	STAGE STORAGE CLOSET	142SI	2	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	RESTROOM HALL	142RTPI	4	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MLK_ES	GIRLS	142VTI	3	59	
MLK_ES	GIRLS	RSCFSI	1	26	
MLK_ES	BOYS	142VTI	3	59	
MLK_ES	CLASSROOM	142RTPI	21	59	
MLK_ES	MULTIPURPOSE ROOM	184SBI	28	102	
MLK_ES	MULTIPURPOSE ROOM	RCFSI	16	26	
MLK_ES	ENTRY	CHPS	1	95	
MLK_ES	DOCK	WPHPS70	1	95	
MLK_ES	FRONT LAWN	WPCF	1	47	
MLK_ES	FRONT WALKWAY	WPCF	1	47	
MLK_ES	FRONT WALKWAY	RSCFSI	1	26	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
MLK_ES	SIDE DOOR	RSCFSI	1	26	
MLK_ES	MAIN ENTRY	RSCFSI	7	26	
MLK_ES	CLASSROOM	243RTPIO	9	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MLK_ES	CLASSROOM	B243RTPIO	2	83	
MLK_ES	RESTROOM	243RTPI	2	83	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	CLASSROOM	243RTPIO	9	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MLK_ES	CLASSROOM	B243RTPIO	2	83	
MLK_ES	RESTROOM	243RTPI	2	83	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	HALL	243RTPIO	7	78	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MLK_ES	KITCHEN	243RTPI	2	83	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MLK_ES	OFFICE	243RTPIO	2	78	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	CUSTODIAN	242RTPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	RESTROOM	242RTPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	RESTROOM	242RTPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	SUPPLIES	243RTPI	1	83	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	ATTENDANCE	243RTPIO	2	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MLK_ES	OFFICE	243RTPIO	2	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MLK_ES	CLASSROOM	243RTPIO	20	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MLK_ES	CLASSROOM	B243RTPIO	2	83	
MLK_ES	RESTROOM	242RTPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	RESTROOM	242RTPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MLK_ES	ATTACHED	WPHPS150	3	188	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
MLK_ES	ATTACHED	WBCFSI	2	26	
MLK_ES	PLAYGROUND	PMV	2	205	
MLK_ES	COVERED WALKWAY	CHPS	12	95	
MLK_ES	PARKING LOT	PMV	2	205	
MANZANITA_ES	NURSE	142WPI	2	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	NURSE	244SBPI	2	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	STORAGE	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	COPY / MAIL	244SBPI	2	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	DATA / STORAGE	244SBPI	1	112	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	RECEPTION	244SBPI	8	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	OFFICE	244SBPI	4	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	PRINCIPAL	244SBPI	4	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	CLASSROOM	244SBPI	6	112	
MANZANITA_ES	RESTROOM	142SBPI	1	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	CLOSET	D	1	31	(1) INTEGRATED CONTROL (1)
MANZANITA_ES	CLASSROOM	244SBPI	6	112	
MANZANITA_ES	RESTROOM	142SBPI	1	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	CLOSET	D	1	31	(1) INTEGRATED CONTROL (1)
MANZANITA_ES	RESTROOM	142SBPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
MANZANITA_ES	RESTROOM	142SBPI	3	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	RESTROOM	142SBPI	3	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	CUSTODIAN	142WPI	2	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	ELECTRICAL	122WPI	1	29	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	BOILER ROOM	122WPI	2	29	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	CLASSROOM	244SBPI	10	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	CAFETERIA	222SBPI	8	33	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	CAFETERIA	144WPI	8	102	
MANZANITA_ES	CAFETERIA	144WPI	12	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	STORAGE	144WPI	4	102	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	KITCHEN	244SBPI	5	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	KITCHEN	222SBPI	9	33	
MANZANITA_ES	HOOD	HCFSI	3	42	
MANZANITA_ES	HALL	222SBPI	1	33	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	WOMEN	222SBPI	1	33	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	OFFICE	244SBPI	2	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	CORRIDOR	142WPI	19	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	CORNER WALLWAY	WPCF1Q32	1	37	
MANZANITA_ES	WALKWAY	CBHPS	4	95	
MANZANITA_ES	PARKING LOT	WPHPS150	2	188	



Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
MANZANITA_ES	CLASSROOM	243RTPI	12	83	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	MULTIPURPOSE ROOM	144WPI	36	102	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	MULTIPURPOSE ROOM	RCFSI	10	26	(2) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	MULTIPURPOSE ROOM STORAGE	143WPI	2	78	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	STORAGE	DCF2	1	46	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	STAGE	P143WPI	12	83	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	STAGE STORAGE	P143WPI	2	83	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	STAGE RAMP	142WPI	2	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	TEACHERS LOUNGE	143WPI	1	78	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	CUSTODIAN	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	CUSTODIAN	142RTPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	SUPPLY ROOM	142RTPI	6	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	RESTROOM	142RTPI	1	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	RESTROOM	142RTPI	1	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	COMMUNITY ROOM	243RTPI	6	83	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	WORK ROOM	243RTPI	2	83	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	CLASSROOM	243RTPI	12	83	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
MANZANITA_ES	LIBRARY	143WPI	21	78	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	LIBRARY	RCFSI	16	26	(4) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	HALL	142RTPI	5	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	CLASSROOM	243RTPI	12	83	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	CLASSROOM	243RTPI	12	83	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	HALL	142RTPI	5	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	SUPPLY ROOM	142RTPI	6	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	CLASSROOM	243RTPI	12	83	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	CLASSROOM	243RTPI	12	83	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	CLASSROOM	243RTPI	12	83	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	PE EQUIPMENT	142RTPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	BOYS	142SBPI	3	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	GIRLS	142SBPI	3	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	WORK ROOM	243RTPI	2	83	(1) LUTRON WALL OCCUPANCY SENSOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
MANZANITA_ES	CLASSROOM	243RTPI	12	83	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	CLASSROOM	243RTPI	12	83	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	WORK ROOM	243RTPI	2	83	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	CLASSROOM	243RTPI	12	83	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	BREEZEWAY	CBHPS	1	95	
MANZANITA_ES	WALKWAY	WPHPS150	2	188	
MANZANITA_ES	WALKWAY	CB1CF	2	17	
MANZANITA_ES	REAR DOOR	WPCF1Q32	1	37	
MANZANITA_ES	COVERED WALKWAY	CB1CF	2	17	
MANZANITA_ES	COVERED WALKWAY	CBHPS	1	95	
MANZANITA_ES	COVERED WALKWAY	CB2CF	1	31	
MANZANITA_ES	COURTYARD	CBCFSI	27	23	
MANZANITA_ES	DOORS	CBHPS	1	95	
MANZANITA_ES	DOORS	CBCFSI	2	23	
MANZANITA_ES	DOORS	CB1CF	1	17	
MANZANITA_ES	DOORS	CB2CF	1	31	
MANZANITA_ES	CORRIDOR	142WPI	11	52	(4) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	RESTROOM	142SBPI	3	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	RESTROOM	142SBPI	2	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	CUSTODIAN	142SBPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	ELECTRICAL	142SBPI	2	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	BOILER ROOM	142SBPI	2	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	REAR	CBHPS	2	95	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
MANZANITA_ES	BOYS	244RTPI	3	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	STAFF	244RTPI	1	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	GIRLS	244RTPI	3	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	EXTERIOR DOOR	WPHPS150	1	188	
MANZANITA_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	RECEPTION	244RTPIO	4	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	RECEPTION	244RTPIO	3	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	OFFICE	244RTPIO	4	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	WORK ROOM	244RTPIO	4	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	STORAGE	244RTPIO	4	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	HALL	244RTPIO	3	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
MANZANITA_ES	CONFERENCE	244RTPIO	2	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	RESTROOM	242RTPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MANZANITA_ES	RESTROOM	B242RTPI	1	52	
MANZANITA_ES	EXTERIOR DOOR	WBCFSI	1	26	
MANZANITA_ES	EXTERIOR DOOR	WPCF1Q32	2	37	
MANZANITA_ES	EXTERIOR DOOR	WPHPS150	1	188	
MANZANITA_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	EXTERIOR DOOR	WBCFSI	1	26	
MANZANITA_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	GIRLS	242RTPI	3	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	BOYS	242RTPI	3	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	EXTERIOR DOOR	WPCF1Q32	1	37	
MANZANITA_ES	EXTERIOR DOOR	WPHPS150	1	188	
MANZANITA_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
MANZANITA_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	EXTERIOR DOOR	WPHPS150	1	188	
MANZANITA_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	EXTERIOR DOOR	WPHPS150	1	188	
MANZANITA_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MANZANITA_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	ATTACHED STAFF PARKING LOT	WPHPS250	10	295	
OAKLAND_HS	ATTACHED STAFF PARKING LOT	RCCF2T	2	31	
OAKLAND_HS	ATTACHED STAFF PARKING LOT WALKWAY	WPHPS250	4	295	
OAKLAND_HS	COVERED WALKWAY	IH	26	150	
OAKLAND_HS	MAIN ENTRY WALKWAY	P14MH150	3	190	
OAKLAND_HS	MAIN ENTRY WALKWAY	WPHPS250	2	295	
OAKLAND_HS	STAFF PARKING	P20MH400	1	458	
OAKLAND_HS	STAFF PARKING	MMH150	2	190	
OAKLAND_HS	MAIN ENTRANCE	RCCF2T	3	31	
OAKLAND_HS	STAFF PARKING	P20MH400	6	458	
OAKLAND_HS	STAFF PARKING	MMH150	4	190	
OAKLAND_HS	COVERED WALKWAY	IH	6	150	
OAKLAND_HS	COVERED WALKWAY ENTRY	RCCF2T	2	31	
OAKLAND_HS	ATTACHED MECHANICAL YARD	WPHPS250	4	295	
OAKLAND_HS	QUAD	P20MH400	4	458	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
OAKLAND_HS	QUAD	MMH150	4	190	
OAKLAND_HS	COVERED WALKWAY	RCCF2T	6	31	
OAKLAND_HS	COVERED WALKWAY	RCMV100	7	125	
OAKLAND_HS	GYM QUAD	WPHPS250	4	295	
OAKLAND_HS	THEATRE WALKWAY	WPHPS250	3	295	
OAKLAND_HS	THEATRE WALKWAY	RCCF2T	3	31	
OAKLAND_HS	WALKWAY	P20MH400	2	458	
OAKLAND_HS	WALKWAY	MMH150	2	190	
OAKLAND_HS	WALKWAY	MMH150	2	190	
OAKLAND_HS	FOOTBALL	SF	48	1,080	
OAKLAND_HS	FOOTBALL	MMM400	4	458	
OAKLAND_HS	FOOTBALL WALKWAY	P14MH150	1	190	
OAKLAND_HS	FOOTBALL WALKWAY	MMH150	2	190	
OAKLAND_HS	ATTACHED FOOTBALL WALKWAY	WPHPS250	2	295	
OAKLAND_HS	ATTACHED PERIMETER	RSMH	24	128	
OAKLAND_HS	ATTACHED COVERED WALKWAY	RCMH	8	95	
OAKLAND_HS	WALKWAY	P20MH400	1	458	
OAKLAND_HS	WALKWAY	MMH150	2	190	
OAKLAND_HS	WALKWAY	WBMH	3	128	
OAKLAND_HS	PARKING LOT	P20MH400	3	458	
OAKLAND_HS	PARKING LOT	MMH150	2	190	
OAKLAND_HS	ATTACHED PARKING LOT	IH	4	150	
OAKLAND_HS	ATTACHED DRIVEWAY	WPHPS250	2	295	
OAKLAND_HS	ATTACHED QUAD WALKWAY	IH	18	150	
OAKLAND_HS	ATTACHED DOOR DRIVEWAY	RCMV100	1	125	
OAKLAND_HS	ATTACHED COVERED WALKWAY	RCMH	8	95	
OAKLAND_HS	ATTACHED PARKING LOT	WBCFSI	1	26	
LAUREL_ES	CLASSROOM	244RTOI	9	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	CLASSROOM	244RTOI	9	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
LAUREL_ES	CLASSROOM	244RTOI	9	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	CLASSROOM	244RTOI	9	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	CORRIDOR	244RTOI	6	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	CORRIDOR	244RTOI	6	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	RESTROOM	142WPI	2	52	
LAUREL_ES	RESTROOM	B141WPI	1	31	
LAUREL_ES	RESTROOM	142WPI	2	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	CUSTODIAN	CBCF3T	4	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LAUREL_ES	CLASSROOM	244RTOI	9	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	CLASSROOM	244RTOI	9	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	CLASSROOM	244RTOI	9	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	CLASSROOM	244RTOI	9	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	CORRIDOR	244RTOI	6	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	STAIRWELL	142WPI	1	52	(1) INTEGRATED CONTROL (1)



Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
LAUREL_ES	MAIN ENTRY CORRIDOR	244RTOI	3	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	MAIN ENTRY	446RTOI	2	175	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	CUSTODIAN	CBCF3T	3	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LAUREL_ES	ELEVATOR MACHINE	CKI150	1	150	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LAUREL_ES	CLASSROOM	244RTOI	9	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	CLASSROOM	244RTOI	9	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	CLASSROOM	244RTOI	9	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	CLASSROOM	244RTOI	9	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	CORRIDOR	244RTOI	6	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	PSYCHOLOGIST	142WPI	1	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	PSYCHOLOGIST	CBCFSI	1	23	
LAUREL_ES	CORRIDOR	244RTOI	5	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	RECEPTION	244RTOI	10	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	OFFICE	244RTOI	4	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
LAUREL_ES	HALL	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LAUREL_ES	RESTROOM	WD3	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LAUREL_ES	OFFICE	244RTOI	4	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	SUPPLIES	142WPI	5	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LAUREL_ES	NURSE	244RTOI	3	112	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LAUREL_ES	RESTROOM	WD3	1	48	(1) INTEGRATED CONTROL (1)
LAUREL_ES	LIBRARY	244RTOI	15	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	FACULTY	244RTOI	4	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	FACULTY	244RTOI	1	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	RESTROOM	B141WPI	1	31	
LAUREL_ES	RESTROOM	B141WPI	1	31	
LAUREL_ES	GIRLS	142WPI	3	52	
LAUREL_ES	STAIRWELL	WBCF2T	2	31	
LAUREL_ES	STAIRWELL	CHPS	1	95	
LAUREL_ES	STAIRWELL	WBCF2T	1	31	
LAUREL_ES	REAR ENTRY	RSCF2T	6	31	
LAUREL_ES	PLAYGROUND	WTFMV250	2	290	
LAUREL_ES	MAIN ENTRY	RSCF2T	6	31	
LAUREL_ES	MAIN ENTRY	WPHPS150	1	188	
LAUREL_ES	STORAGE	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LAUREL_ES	STORAGE	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LAUREL_ES	CORRIDOR	142WPI	9	52	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	RESTROOM	B141WPI	1	31	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
LAUREL_ES	RESTROOM	142WPI	1	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	RESTROOM	B142WPI	1	52	
LAUREL_ES	RESTROOM	CD3	1	48	
LAUREL_ES	CUSTODIAN	CB1CF	1	17	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LAUREL_ES	RESTROOM	142WPI	1	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	RESTROOM	B142WPI	1	52	
LAUREL_ES	RESTROOM	CD3	1	48	
LAUREL_ES	WORK ROOM	P186WPI	2	175	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LAUREL_ES	CLASSROOM	P186WPI	6	175	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	CLASSROOM	P186WPI	6	175	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	CLASSROOM	P186WPI	6	175	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	CLASSROOM	P186WPI	2	175	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	CLOSET	141WPI	1	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LAUREL_ES	RESTROOM	141WPI	1	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LAUREL_ES	CLASSROOM	P186WPI	6	175	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	CLASSROOM	P186WPI	8	175	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	CLOSET	141WPI	1	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LAUREL_ES	RESTROOM	141WPI	1	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
LAUREL_ES	CLASSROOM	P186WPI	6	175	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	ATTACHED	WPHPS150	5	188	
LAUREL_ES	ATTACHED	RSCF2T	1	31	
LAUREL_ES	BREEZEWAY	WBCF1T	1	17	
LAUREL_ES	BREEZEWAY	RSCF2T	1	31	
LAUREL_ES	BREEZEWAY	RSCF2T	2	31	
LAUREL_ES	STREET SIDE	WPHPS150	2	188	
LAUREL_ES	OPEN OFFICE	244RTPI	15	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	ATTACHED	WBCF2T	1	31	
LAUREL_ES	OPEN OFFICE	244RTPI	15	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	ATTACHED	WBCF2T	1	31	
LAUREL_ES	ATTACHED	WPCF1Q32	1	37	
LAUREL_ES	OPEN OFFICE	244RTPI	3	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	OFFICE	244RTPI	2	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	OFFICE	244RTPI	2	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	OFFICE	244RTPI	2	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	OFFICE	244RTPI	2	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	ATTACHED	WBCFSI	1	26	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
LAUREL_ES	CLASSROOM	244RTPIO	10	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	ATTACHED	WBCF1T	1	17	
LAUREL_ES	CLASSROOM	244RTPIO	10	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	ATTACHED	WBCFSI	1	26	
LAUREL_ES	CLASSROOM	244RTPIO	10	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	ATTACHED	WPCF1Q32	1	37	
LAUREL_ES	CLASSROOM	244RTPIO	10	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LAUREL_ES	ATTACHED	WBCFSI	1	26	
LAUREL_ES	MULTIPURPOSE ROOM	PHBMH175	6	215	(1) INTEGRATED CONTROL (1)
LAUREL_ES	MULTIPURPOSE ROOM	B244SBPI	2	102	(1) INTEGRATED CONTROL (1)
LAUREL_ES	STAGE	P186WPI	3	175	
LAUREL_ES	STAGE STAIR	WBCF2T	4	31	(2) LUTRON WALL OCCUPANCY SENSOR (1)
LAUREL_ES	DRESSING ROOM	142VTI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LAUREL_ES	DRESSING ROOM RESTROOM	122WPI	1	29	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LAUREL_ES	STAFF RESTROOM	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LAUREL_ES	WALKWAY	RSCF2T	8	31	
LAUREL_ES	LOT FLOOD	WTFMV250	1	290	
LAUREL_ES	ATTACHED	WPHPS150	2	188	
LAUREL_ES	DOOR	WBCF2T	1	31	
LOCKWOOD_ES	CLOSET	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	MANAGER	A184IDI	1	112	
LOCKWOOD_ES	MANAGER	142WPI	1	52	
LOCKWOOD_ES	RESTROOM	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	LIBRARY	A184IDI	14	112	
LOCKWOOD_ES	OFFICE	A184IDI	1	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
LOCKWOOD_ES	OFFICE	A184IDI	1	112	
LOCKWOOD_ES	CLASSROOM	A184IDI	8	112	
LOCKWOOD_ES	OFFICE	142WPI	2	52	
LOCKWOOD_ES	CLASSROOM	A184IDI	8	112	
LOCKWOOD_ES	SUPPLIES	142WPI	2	52	
LOCKWOOD_ES	CLASSROOM	A184IDI	8	112	
LOCKWOOD_ES	CLASSROOM	A184IDI	8	112	
LOCKWOOD_ES	CLASSROOM	A184IDI	8	112	
LOCKWOOD_ES	CLASSROOM	A184IDI	8	112	
LOCKWOOD_ES	CUSTODIAN	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	OFFICE	A184IDI	2	112	
LOCKWOOD_ES	RESTROOM	142WPI	2	52	
LOCKWOOD_ES	CORRIDOR	144WPI	14	102	
LOCKWOOD_ES	ELEVATOR MACHINE	142WPI	2	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	RESTROOM	142WPI	1	52	
LOCKWOOD_ES	RESTROOM	B142WPI	1	52	
LOCKWOOD_ES	OFFICE	A184IDI	2	112	
LOCKWOOD_ES	CLASSROOM	A184IDI	8	112	
LOCKWOOD_ES	CLASSROOM	A184IDI	8	112	
LOCKWOOD_ES	CLASSROOM	A184IDI	8	112	
LOCKWOOD_ES	CLASSROOM	A184IDI	8	112	
LOCKWOOD_ES	OFFICE	142WPI	3	52	
LOCKWOOD_ES	CLASSROOM	A184IDI	8	112	
LOCKWOOD_ES	SUPPLIES	142WPI	8	52	
LOCKWOOD_ES	RESTROOM	142WPI	1	52	
LOCKWOOD_ES	RESTROOM	B142WPI	1	52	
LOCKWOOD_ES	TEACHERS LOUNGE	A126IDI	3	175	
LOCKWOOD_ES	TEACHERS LOUNGE	142WPI	1	52	
LOCKWOOD_ES	TEACHERS LOUNGE OFFICE	142WPI	1	52	
LOCKWOOD_ES	RECEPTION	A126IDI	2	175	
LOCKWOOD_ES	HALL	142WPI	1	52	
LOCKWOOD_ES	OFFICE	A184IDI	2	112	
LOCKWOOD_ES	OFFICE	A184IDI	2	112	
LOCKWOOD_ES	CLOSET	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	ENTRANCE	A142IDI	1	59	
LOCKWOOD_ES	NURSE	A142IDI	2	59	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
LOCKWOOD_ES	FIRE ALARM CONTROL	142WPI	1	52	
LOCKWOOD_ES	CLOSET	142WPI	1	52	
LOCKWOOD_ES	RESTROOM	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	STORAGE	W142WPI	1	59	
LOCKWOOD_ES	DOOR	WBCF2T	1	31	
LOCKWOOD_ES	CORRIDOR	144WPI	10	102	
LOCKWOOD_ES	STAFF	142WPI	1	52	
LOCKWOOD_ES	CLASSROOM	A126IDI	6	175	
LOCKWOOD_ES	CLASSROOM	A126IDI	6	175	
LOCKWOOD_ES	STUDENT	142WPI	1	52	
LOCKWOOD_ES	CLASSROOM	A126IDI	6	175	
LOCKWOOD_ES	MULTIPURPOSE ROOM	A184IDI	12	112	
LOCKWOOD_ES	STAGE	184IHI	3	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LOCKWOOD_ES	STAGE	RSCFSI	2	26	(2) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	EXIT	142WPI	1	52	(1) INTEGRATED CONTROL (1)
LOCKWOOD_ES	SUPPLIES	142WPI	1	52	
LOCKWOOD_ES	SUPPLIES	142WPI	2	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	CUSTODIAN	142WPI	1	52	
LOCKWOOD_ES	MECHANICAL	142IHI	3	52	
LOCKWOOD_ES	CLASSROOM	A126IDI	6	175	
LOCKWOOD_ES	RESTROOM	W142WPI	1	59	
LOCKWOOD_ES	CLASSROOM	A126IDI	6	175	
LOCKWOOD_ES	CLASSROOM	142WPI	1	52	
LOCKWOOD_ES	RESTROOM	W142WPI	1	59	
LOCKWOOD_ES	BOYS	B142WPI	1	52	
LOCKWOOD_ES	PE	142WPI	1	52	
LOCKWOOD_ES	GIRLS	B142WPI	1	52	
LOCKWOOD_ES	DOORS	RSCFSI	2	26	
LOCKWOOD_ES	RESTROOM	WPCF1Q32	1	37	
LOCKWOOD_ES	RESTROOM	WPHPS250	1	295	
LOCKWOOD_ES	RESTROOM	WPHPS250	1	295	
LOCKWOOD_ES	BREEZEWAY	RSCF3T	2	48	
LOCKWOOD_ES	COURTYARD	WPHPS70	2	95	
LOCKWOOD_ES	CORRIDOR	144WPI	10	102	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
LOCKWOOD_ES	RESTROOM	142WPI	1	52	
LOCKWOOD_ES	OFFICE	143WPI	1	78	
LOCKWOOD_ES	OFFICE	142WPI	1	52	
LOCKWOOD_ES	RESTROOM	142WPI	1	52	
LOCKWOOD_ES	CLASSROOM	A184IDI	6	112	
LOCKWOOD_ES	CLASSROOM	A142IDI	2	59	
LOCKWOOD_ES	CLASSROOM	A184IDI	6	112	
LOCKWOOD_ES	CLASSROOM	A142IDI	2	59	
LOCKWOOD_ES	CLASSROOM	A184IDI	6	112	
LOCKWOOD_ES	CLASSROOM	A142IDI	2	59	
LOCKWOOD_ES	CLASSROOM	A184IDI	6	112	
LOCKWOOD_ES	CLASSROOM	A142IDI	2	59	
LOCKWOOD_ES	CLASSROOM	A184IDI	6	112	
LOCKWOOD_ES	CLASSROOM	A142IDI	2	59	
LOCKWOOD_ES	CLASSROOM	A184IDI	6	112	
LOCKWOOD_ES	CLASSROOM	A142IDI	2	59	
LOCKWOOD_ES	OFFICE	143WPI	1	78	
LOCKWOOD_ES	ELEVATOR MACHINE	143WPI	1	78	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	ELEVATOR MACHINE	143WPI	1	78	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	CORRIDOR	144WPI	10	102	
LOCKWOOD_ES	OFFICE	142WPI	1	52	
LOCKWOOD_ES	OFFICE	W142WPI	1	59	
LOCKWOOD_ES	RESTROOM	142WPI	1	52	
LOCKWOOD_ES	RESTROOM	B142WPI	1	52	
LOCKWOOD_ES	CLASSROOM	A184IDI	6	112	
LOCKWOOD_ES	CLASSROOM	A142IDI	2	59	
LOCKWOOD_ES	CLASSROOM	A184IDI	6	112	
LOCKWOOD_ES	CLASSROOM	A142IDI	2	59	
LOCKWOOD_ES	CLASSROOM	A184IDI	6	112	
LOCKWOOD_ES	CLASSROOM	A142IDI	2	59	
LOCKWOOD_ES	CLASSROOM	A184IDI	6	112	
LOCKWOOD_ES	CLASSROOM	A142IDI	2	59	
LOCKWOOD_ES	CLASSROOM	A184IDI	6	112	
LOCKWOOD_ES	CLASSROOM	A142IDI	2	59	
LOCKWOOD_ES	CLASSROOM	A184IDI	6	112	
LOCKWOOD_ES	CLASSROOM	A142IDI	2	59	
LOCKWOOD_ES	CLASSROOM	A184IDI	6	112	
LOCKWOOD_ES	CLASSROOM	A142IDI	2	59	



Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
LOCKWOOD_ES	RESTROOM	142WPI	1	52	
LOCKWOOD_ES	RESTROOM	B142WPI	1	52	
LOCKWOOD_ES	WORK ROOM	143WPI	1	78	
LOCKWOOD_ES	WORK ROOM	W142WPI	1	59	
LOCKWOOD_ES	PLAYGROUND	PTFHPS400	2	465	
LOCKWOOD_ES	PARKING	PTFHPS400	2	465	
LOCKWOOD_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LOCKWOOD_ES	DOOR	WPHPS70	1	95	
LOCKWOOD_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LOCKWOOD_ES	DOOR	WPHPS70	1	95	
LOCKWOOD_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LOCKWOOD_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LOCKWOOD_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LOCKWOOD_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LOCKWOOD_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LOCKWOOD_ES	DINING	144WPI	32	102	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LOCKWOOD_ES	CUSTODIAN	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	NOOK	142WPI	2	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	NOOK	142WPI	2	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	STORAGE	CD3	2	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	RESTROOM	CD3	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
LOCKWOOD_ES	CLASSROOM	144WPI	8	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LOCKWOOD_ES	RESTROOM	CD3	1	48	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LOCKWOOD_ES	RESTROOM	CD3	1	48	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LOCKWOOD_ES	KITCHEN	142VTI	12	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LOCKWOOD_ES	DESK	122WPI	1	29	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	PANTRY	142VTI	4	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	STORAGE	142VTI	4	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	LOCKER	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	LOCKER	CD3	1	48	
LOCKWOOD_ES	STORAGE	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	DISHES	142VTI	2	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LOCKWOOD_ES	ATTACHED	CBHPS	2	95	
LOCKWOOD_ES	ATTACHED	WPHPS250	1	295	
LOCKWOOD_ES	ATTACHED	RSCFSI	7	26	
LOCKWOOD_ES	ATTACHED	WPHPS70	2	95	
LOCKWOOD_ES	COVERED WALKWAY	CBHPS	4	95	
LOCKWOOD_ES	FOYER	RSCFSI	5	26	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LOCKWOOD_ES	STAFF	CD3	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	STAFF	CD3	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	STAFF	CD3	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	CUSTODIAN	CD3	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	MULTIPURPOSE ROOM	242RTPI	32	52	(4) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
LOCKWOOD_ES	MULTIPURPOSE ROOM	RSCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	CLOSET	W121SI	1	33	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	CLOSET	W131SI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	CLOSET	W131SI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
LOCKWOOD_ES	STORAGE	242RTPI	4	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LOCKWOOD_ES	MUSIC ROOM	242RTPI	8	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LOCKWOOD_ES	STAGE HALL	142WPI	2	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
LOCKWOOD_ES	PARKING	WPHPS250	2	295	
LOCKWOOD_ES	PARKING	WPHPS70	1	95	
LOCKWOOD_ES	DOOR	WBCF2T	1	31	
LOCKWOOD_ES	MAIN ENTRY BREEZEWAY	RSCF3T	13	48	
NEW_HGLND_ACDMY	CLASSROOM	A186LIDI	3	175	
NEW_HGLND_ACDMY	CLASSROOM	BA186LIDI	1	175	
NEW_HGLND_ACDMY	CLASSROOM	141RTL	12	31	
NEW_HGLND_ACDMY	CLASSROOM	T141	1	62	
NEW_HGLND_ACDMY	FLEX ROOM	141RTL	5	31	
NEW_HGLND_ACDMY	FLEX ROOM	A143LIDI	1	83	
NEW_HGLND_ACDMY	FLEX ROOM	BA143LIDI	1	83	
NEW_HGLND_ACDMY	FLEX ROOM	RWS1CF	1	33	
NEW_HGLND_ACDMY	STORAGE	SDD	1	26	
NEW_HGLND_ACDMY	RESTROOM	B142WPI	1	52	
NEW_HGLND_ACDMY	RESTROOM	SDD	2	26	
NEW_HGLND_ACDMY	CLASSROOM	A129LIDI	3	252	
NEW_HGLND_ACDMY	CLASSROOM	BA129LIDI	1	252	
NEW_HGLND_ACDMY	CLASSROOM	141RTL	9	31	
NEW_HGLND_ACDMY	CLASSROOM	T141	2	62	
NEW_HGLND_ACDMY	CLASSROOM	A129LIDI	3	252	
NEW_HGLND_ACDMY	CLASSROOM	BA129LIDI	1	252	
NEW_HGLND_ACDMY	CLASSROOM	141RTL	9	31	
NEW_HGLND_ACDMY	CLASSROOM	T141	2	62	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
NEW_HGLND_ACDMY	CLASSROOM	A186LIDI	3	175	
NEW_HGLND_ACDMY	CLASSROOM	BA186LIDI	1	175	
NEW_HGLND_ACDMY	CLASSROOM	141RTL	12	31	
NEW_HGLND_ACDMY	CLASSROOM	T141	1	62	
NEW_HGLND_ACDMY	CLASSROOM	A186LIDI	3	175	
NEW_HGLND_ACDMY	CLASSROOM	BA186LIDI	1	175	
NEW_HGLND_ACDMY	CLASSROOM	141RTL	12	31	
NEW_HGLND_ACDMY	CLASSROOM	T141	1	62	
NEW_HGLND_ACDMY	RESTROOM	242RTPI	3	52	
NEW_HGLND_ACDMY	RESTROOM	B242RTPI	1	52	
NEW_HGLND_ACDMY	RESTROOM	RWS1CF	1	33	
NEW_HGLND_ACDMY	RESTROOM	242RTPI	3	52	
NEW_HGLND_ACDMY	RESTROOM	B242RTPI	1	52	
NEW_HGLND_ACDMY	RESTROOM	RWS1CF	1	33	
NEW_HGLND_ACDMY	CORRIDOR	P184RPI	5	112	
NEW_HGLND_ACDMY	CORRIDOR	142RPI	4	59	
NEW_HGLND_ACDMY	CORRIDOR	B142RPI	6	59	
NEW_HGLND_ACDMY	CORRIDOR	RWS1CF	16	33	
NEW_HGLND_ACDMY	CORRIDOR	141RTL	1	31	
NEW_HGLND_ACDMY	CORRIDOR	142RPI	24	59	
NEW_HGLND_ACDMY	CORRIDOR	RWS1CF	14	33	
NEW_HGLND_ACDMY	CORRIDOR	141RTL	1	31	
NEW_HGLND_ACDMY	MULTIPURPOSE ROOM	448RTPI	22	224	
NEW_HGLND_ACDMY	MULTIPURPOSE ROOM	B448RTPI	2	224	
NEW_HGLND_ACDMY	MULTIPURPOSE ROOM	141RTL	4	31	
NEW_HGLND_ACDMY	MULTIPURPOSE ROOM	RWS1CF	2	33	
NEW_HGLND_ACDMY	STORAGE	142WP	4	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
NEW_HGLND_ACDMY	CLASSROOM	243RTOIO	8	78	
NEW_HGLND_ACDMY	CLASSROOM	B243RTOIO	1	83	
NEW_HGLND_ACDMY	CLASSROOM	141RTL	12	31	
NEW_HGLND_ACDMY	CLASSROOM	T141	2	62	
NEW_HGLND_ACDMY	CLASSROOM	243RTOIO	8	78	
NEW_HGLND_ACDMY	CLASSROOM	B243RTOIO	1	83	
NEW_HGLND_ACDMY	CLASSROOM	141RTL	12	31	
NEW_HGLND_ACDMY	CLASSROOM	T141	2	62	
NEW_HGLND_ACDMY	CLASSROOM	243RTOIO	8	78	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
NEW_HGLND_ACDMY	CLASSROOM	B243RTOIO	1	83	
NEW_HGLND_ACDMY	CLASSROOM	141RTL	12	31	
NEW_HGLND_ACDMY	CLASSROOM	T141	2	62	
NEW_HGLND_ACDMY	CLASSROOM	243RTOIO	8	78	
NEW_HGLND_ACDMY	CLASSROOM	B243RTOIO	1	83	
NEW_HGLND_ACDMY	CLASSROOM	141RTL	12	31	
NEW_HGLND_ACDMY	CLASSROOM	T141	2	62	
NEW_HGLND_ACDMY	FLEX ROOM	A186LIDI	2	175	
NEW_HGLND_ACDMY	FLEX ROOM	141RTL	6	31	
NEW_HGLND_ACDMY	CLASSROOM	T141	3	62	
NEW_HGLND_ACDMY	FLEX ROOM	A186LIDI	2	175	
NEW_HGLND_ACDMY	FLEX ROOM	141RTL	5	31	
NEW_HGLND_ACDMY	RESTROOM	242RTPI	3	52	
NEW_HGLND_ACDMY	RESTROOM	B242RTPI	1	52	
NEW_HGLND_ACDMY	RESTROOM	RWS1CF	1	33	
NEW_HGLND_ACDMY	RESTROOM	242RTPI	3	52	
NEW_HGLND_ACDMY	RESTROOM	B242RTPI	1	52	
NEW_HGLND_ACDMY	RESTROOM	RWS1CF	1	33	
NEW_HGLND_ACDMY	CORRIDOR	242RTPI	5	52	
NEW_HGLND_ACDMY	CORRIDOR	B242RTPI	4	52	
NEW_HGLND_ACDMY	CLASSROOM	A129LIDI	5	252	
NEW_HGLND_ACDMY	CLASSROOM	BA129LIDI	1	252	
NEW_HGLND_ACDMY	RESTROOM	B242RTPI	1	52	
NEW_HGLND_ACDMY	CLASSROOM	A129LIDI	5	252	
NEW_HGLND_ACDMY	CLASSROOM	BA129LIDI	1	252	
NEW_HGLND_ACDMY	RESTROOM	B242RTPI	1	52	
NEW_HGLND_ACDMY	WORK ROOM	244RTPI	2	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	RESTROOM	B242RTPI	1	52	
NEW_HGLND_ACDMY	CLASSROOM	223RTPI	7	43	
NEW_HGLND_ACDMY	CLASSROOM	B223RTPI	1	43	
NEW_HGLND_ACDMY	CLASSROOM	244RTPI	8	102	
NEW_HGLND_ACDMY	CLASSROOM	A186LIDI	10	175	
NEW_HGLND_ACDMY	CLASSROOM	BA186LIDI	1	175	
NEW_HGLND_ACDMY	RESTROOM	B242RTPI	1	52	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
NEW_HGLND_ACDMY	STORAGE	244RTPI	2	102	(1) LUTRON WALL OCCUPANCY SENSOR (1)
NEW_HGLND_ACDMY	PRINCIPAL	A186LIDI	4	175	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	PRINCIPAL	242RTPI	1	52	
NEW_HGLND_ACDMY	RECEPTION	142RTPI	12	59	
NEW_HGLND_ACDMY	RECEPTION	244RTPI	1	102	
NEW_HGLND_ACDMY	RECEPTION	B244RTPI	1	112	
NEW_HGLND_ACDMY	127 OFFICE	244RTPI	1	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	126 OFFICE	244RTPI	1	102	
NEW_HGLND_ACDMY	125 OFFICE	244RTPI	2	102	(1) LUTRON WALL OCCUPANCY SENSOR (1)
NEW_HGLND_ACDMY	PLAYGROUND	WPCF2Q	6	66	
NEW_HGLND_ACDMY	WALKWAY	COMH100	3	128	
NEW_HGLND_ACDMY	DOOR	RC10CF2Q26	2	66	
NEW_HGLND_ACDMY	ATTACHED	COMH100	20	128	
NEW_HGLND_ACDMY	COVERED WALKWAY	CBHPS	7	95	
NEW_HGLND_ACDMY	CLASSROOM	A186LIDI	8	175	
NEW_HGLND_ACDMY	CLASSROOM	BA186LIDI	1	175	
NEW_HGLND_ACDMY	CLASSROOM	A186LIDI	8	175	
NEW_HGLND_ACDMY	CLASSROOM	BA186LIDI	1	175	
NEW_HGLND_ACDMY	CLASSROOM	P186WPI	8	175	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CLASSROOM	BP186WPI	1	175	
NEW_HGLND_ACDMY	CLASSROOM	A186LIDI	11	175	
NEW_HGLND_ACDMY	CLASSROOM	BA186LIDI	1	175	
NEW_HGLND_ACDMY	RESTROOM	242SBPI	1	59	
NEW_HGLND_ACDMY	CLASSROOM	P186WPI	8	175	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CLASSROOM	BP186WPI	1	175	
NEW_HGLND_ACDMY	CLASSROOM	P186WPI	8	175	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
NEW_HGLND_ACDMY	CLASSROOM	BP186WPI	1	175	
NEW_HGLND_ACDMY	CLASSROOM	A186LIDI	11	175	
NEW_HGLND_ACDMY	CLASSROOM	BA186LIDI	1	175	
NEW_HGLND_ACDMY	RESTROOM	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
NEW_HGLND_ACDMY	CLOSET	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
NEW_HGLND_ACDMY	RESTROOM	142WPI	5	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	RESTROOM	142WPI	5	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CUSTODIAN	142WPI	1	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CORRIDOR	142WPI	10	52	(6) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CORRIDOR	B142WPI	4	52	
NEW_HGLND_ACDMY	CORRIDOR	142WPI	3	52	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CORRIDOR	B142WPI	2	52	
NEW_HGLND_ACDMY	CORRIDOR	142WPI	2	52	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CORRIDOR	B142WPI	2	52	
NEW_HGLND_ACDMY	CORRIDOR	142WPI	3	52	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CORRIDOR	B142WPI	2	52	
NEW_HGLND_ACDMY	CUSTODIAN	142WPI	3	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
NEW_HGLND_ACDMY	MULTIPURPOSE ROOM	242SBPI	20	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	MULTIPURPOSE ROOM	B242SBPI	4	59	
NEW_HGLND_ACDMY	CLOSET	WKI40	1	40	(1) LUTRON WALL OCCUPANCY SENSOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
NEW_HGLND_ACDMY	CLOSET	WKI40	1	40	(1) LUTRON WALL OCCUPANCY SENSOR (1)
NEW_HGLND_ACDMY	CLOSET	WKI40	1	40	(1) LUTRON WALL OCCUPANCY SENSOR (1)
NEW_HGLND_ACDMY	CLOSET	WKI40	1	40	(1) LUTRON WALL OCCUPANCY SENSOR (1)
NEW_HGLND_ACDMY	CLOSET	WKI40	1	40	(1) LUTRON WALL OCCUPANCY SENSOR (1)
NEW_HGLND_ACDMY	STAGE HALL	142WPI	2	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	MUSIC ROOM	144WPI	4	102	
NEW_HGLND_ACDMY	STAGE	142WPI	7	52	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	KITCHEN	142WPI	11	52	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	KITCHEN	B142WPI	2	52	
NEW_HGLND_ACDMY	CLOSET	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
NEW_HGLND_ACDMY	PANTRY	142RTPi	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
NEW_HGLND_ACDMY	RESTROOM	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
NEW_HGLND_ACDMY	DINING	142WPI	4	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	SINK	RCI57	1	57	(1) LUTRON WALL OCCUPANCY SENSOR (1)
NEW_HGLND_ACDMY	RECEPTION	244SBPI	8	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	WELLNESS	244SBPI	4	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	WORK ROOM	142WPI	3	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	RESTROOM	W141BI	2	31	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)



Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
NEW_HGLND_ACDMY	RESTROOM	W141BI	2	31	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	NURSE	142WPI	1	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	NURSE	142WPI	2	52	
NEW_HGLND_ACDMY	CUSTODIAN	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
NEW_HGLND_ACDMY	RESTROOM	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
NEW_HGLND_ACDMY	RESTROOM	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
NEW_HGLND_ACDMY	OFFICE	142WPI	2	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CLASSROOM	242SBPI	17	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CLASSROOM	B242SBPI	1	59	
NEW_HGLND_ACDMY	STORAGE	142WPI	6	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	DRIVEWAY	WPHPS150	1	188	
NEW_HGLND_ACDMY	DRIVEWAY	WBHPS	10	66	
NEW_HGLND_ACDMY	PLAYGROUND	WPHPS150	1	188	
NEW_HGLND_ACDMY	PLAYGROUND	WBHPS	4	66	
NEW_HGLND_ACDMY	COVERED WALKWAY	CBHPS	2	95	
NEW_HGLND_ACDMY	STREET SIDE	WPCF1Q32	6	37	
NEW_HGLND_ACDMY	CLASSROOM	244RTPIO	11	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CLASSROOM	B244RTPIO	1	112	
NEW_HGLND_ACDMY	CLASSROOM	244RTPIO	11	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CLASSROOM	B244RTPIO	1	112	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
NEW_HGLND_ACDMY	CLASSROOM	244RTPIO	11	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CLASSROOM	B244RTPIO	1	112	
NEW_HGLND_ACDMY	CLASSROOM	244RTPIO	11	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CLASSROOM	B244RTPIO	1	112	
NEW_HGLND_ACDMY	CLASSROOM	244RTPIO	11	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CLASSROOM	B244RTPIO	1	112	
NEW_HGLND_ACDMY	CLASSROOM	244RTPIO	11	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CLASSROOM	B244RTPIO	1	112	
NEW_HGLND_ACDMY	STORAGE	244RTPIO	1	112	(1) LUTRON WALL OCCUPANCY SENSOR (1)
NEW_HGLND_ACDMY	RESTROOM	244RTPI	1	102	(1) LUTRON WALL OCCUPANCY SENSOR (1)
NEW_HGLND_ACDMY	RESTROOM	244RTPI	1	102	(1) LUTRON WALL OCCUPANCY SENSOR (1)
NEW_HGLND_ACDMY	RESTROOM	142WPI	3	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	RESTROOM	B142WPI	1	52	
NEW_HGLND_ACDMY	RESTROOM	142WPI	3	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	RESTROOM	B142WPI	1	52	
NEW_HGLND_ACDMY	CLASSROOM	244RTPIO	11	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CLASSROOM	B244RTPIO	1	112	
NEW_HGLND_ACDMY	CLASSROOM	244RTPIO	11	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CLASSROOM	B244RTPIO	1	112	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
NEW_HGLND_ACDMY	CLASSROOM	244RTPIO	11	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CLASSROOM	B244RTPIO	1	112	
NEW_HGLND_ACDMY	CLASSROOM	244RTPIO	11	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CLASSROOM	B244RTPIO	1	112	
NEW_HGLND_ACDMY	CLASSROOM	244RTPIO	11	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CLASSROOM	B244RTPIO	1	112	
NEW_HGLND_ACDMY	CLASSROOM	244RTPIO	11	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CLASSROOM	B244RTPIO	1	112	
NEW_HGLND_ACDMY	CLASSROOM	244RTPIO	11	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	CLASSROOM	B244RTPIO	1	112	
NEW_HGLND_ACDMY	RESTROOM	WPCF1Q32	1	37	
NEW_HGLND_ACDMY	WALKWAY	RCCF1T	11	17	
NEW_HGLND_ACDMY	WALKWAY	RCCF1T	11	17	
NEW_HGLND_ACDMY	RESOURCE CENTER	242RTPI	6	52	
NEW_HGLND_ACDMY	RESOURCE CENTER	B242RTPI	1	52	
NEW_HGLND_ACDMY	OFFICE	244RTPIO	3	112	
NEW_HGLND_ACDMY	ATTACHED	WPCF2Q	1	66	
NEW_HGLND_ACDMY	LIBRARY	244RTPIO	24	112	
NEW_HGLND_ACDMY	LIBRARY	B244RTPIO	2	112	
NEW_HGLND_ACDMY	101C OFFICE	244RTPI	2	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	101D OFFICE	244RTPI	2	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	ATTACHED	WPCF2Q	2	66	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
NEW_HGLND_ACDMY	ATTACHED	WPHPS150	1	188	
NEW_HGLND_ACDMY	BOYS	244RTPIO	4	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	GIRLS	244RTPIO	4	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
NEW_HGLND_ACDMY	STAFF	244RTPIO	2	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	CLASSROOM	P184HI	11	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	RESTROOM	CD3	1	48	(1) INTEGRATED CONTROL (1)
GRASS_VLLY_ES	NURSE	P184HI	1	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	NURSE	P184HI	1	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	WORK ROOM	CD3	3	48	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	RECEPTION	P184HI	3	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	PRINCIPAL	P184HI	3	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	STORAGE	CD3	2	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
GRASS_VLLY_ES	DINING	P184HI	4	112	(1) LUTRON WALL OCCUPANCY SENSOR (1)
GRASS_VLLY_ES	RESTROOM	CD3	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
GRASS_VLLY_ES	OFFICE	P184HI	1	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	RESTROOM	CD3	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
GRASS_VLLY_ES	MULTIPURPOSE ROOM	142WPI	21	52	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	CUSTODIAL	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
GRASS_VLLY_ES	LIBRARY	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
GRASS_VLLY_ES	BACR	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
GRASS_VLLY_ES	STAGE HALL	CD3	2	48	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	STAGE	HI750	6	750	(1) INTEGRATED CONTROL (1)
GRASS_VLLY_ES	STAGE STORAGE	CD3	2	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
GRASS_VLLY_ES	MUSIC ROOM	P184HI	4	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	RESTROOM	CD3	2	48	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	CLASSROOM	P184HI	6	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	OFFICE	P184HI	1	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	RESTROOM	CD3	1	48	
GRASS_VLLY_ES	ELECTRICAL	CD3	2	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
GRASS_VLLY_ES	CUSTODIAN	CD3	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
GRASS_VLLY_ES	CLASSROOM	P184HI	6	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	CLASSROOM	P184HI	6	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	SUPPLY	CD3	2	48	
GRASS_VLLY_ES	OFFICE	CD3	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
GRASS_VLLY_ES	LIBRARY	P184HI	6	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	CLASSROOM	P184HI	6	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	CLASSROOM	P184HI	6	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	CLASSROOM	P184HI	6	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	CLASSROOM	P184HI	6	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	CLASSROOM	P184HI	6	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	CUSTODIAN	CD3	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
GRASS_VLLY_ES	CORRIDOR	CBCF2T	29	31	(8) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	BOILER ROOM	CD3	4	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
GRASS_VLLY_ES	ATTACHED	CHPS	1	95	
GRASS_VLLY_ES	ATTACHED	CBHPS	1	95	
GRASS_VLLY_ES	MAIN ENTRY	CBHPS	1	95	
GRASS_VLLY_ES	MAIN ENTRY	CBCF2T	1	31	
GRASS_VLLY_ES	ENTRY	WPHPS70	1	95	
GRASS_VLLY_ES	ENTRY	CBHPS	1	95	
GRASS_VLLY_ES	RESTROOM DOOR	WPHPS70	1	95	
GRASS_VLLY_ES	RESTROOM DOOR	CD3	1	48	
GRASS_VLLY_ES	PLAYGROUND	WPHPS70	4	95	
GRASS_VLLY_ES	PLAYGROUND	WPHPS150	2	188	
GRASS_VLLY_ES	MPR	WPHPS150	2	188	
GRASS_VLLY_ES	STAFF PARKING	CTFHPS400	1	465	
GRASS_VLLY_ES	STAFF PARKING	CHPS	1	95	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
GRASS_VLLY_ES	CLASSROOM	244RTPIO	10	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	RESTROOM	242RTPI	2	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	STORAGE	FCCFSI	1	23	(1) LUTRON WALL OCCUPANCY SENSOR (1)
GRASS_VLLY_ES	KITCHEN	242RTPI	2	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	WORK ROOM	242RTPI	2	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	BACK ROOM / RECEPTION / HALL	242RTPI	11	52	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	RESTROOM	242RTPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
GRASS_VLLY_ES	OFFICE	242RTPI	2	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	BOYS	242RTPI	2	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	GIRLS	242RTPI	2	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	CUSTODIAN	242RTPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
GRASS_VLLY_ES	OFFICE	242RTPI	2	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	DOOR	WPHPS70	6	95	
GRASS_VLLY_ES	DOOR	WPHPS150	1	188	
GRASS_VLLY_ES	CLASSROOM	242RTPI	24	52	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
GRASS_VLLY_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	DOOR	WBCFSI	1	26	
GRASS_VLLY_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	DOOR	WBCFSI	1	26	
GRASS_VLLY_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	DOOR	WBCFSI	1	26	
GRASS_VLLY_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	DOOR	WBCFSI	1	26	
GRASS_VLLY_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	DOOR	WBCFSI	1	26	
GRASS_VLLY_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	DOOR	WBCFSI	1	26	
GRASS_VLLY_ES	BOYS	243RTPIO	2	78	
GRASS_VLLY_ES	STAFF	FCCFSI	1	23	
GRASS_VLLY_ES	GIRLS	243RTPIO	2	78	
GRASS_VLLY_ES	DOOR	WPCF1Q32	1	37	
GRASS_VLLY_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	DOOR	WBCFSI	1	26	
GRASS_VLLY_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	DOOR	WBCFSI	1	26	



Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
GRASS_VLLY_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	DOOR	WBCFSI	1	26	
GRASS_VLLY_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
GRASS_VLLY_ES	DOOR	WBCFSI	1	26	
SOBRANTE_ES	RECEPTION	184WPI	5	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	WORK ROOM	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
SOBRANTE_ES	PRINCIPAL	184WPI	2	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	A16 SUPPLY	142WPI	3	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	STAFF LUNCH	142WPI	4	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	KITCHEN	142WPI	6	52	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	HOOD	HCFSI	2	42	
SOBRANTE_ES	LOCKED DOOR	142WPI	2	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
SOBRANTE_ES	WOMEN	CD3	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
SOBRANTE_ES	ENTRY	CD3	1	48	(1) INTEGRATED CONTROL (1)
SOBRANTE_ES	RESTROOM	142WPI	1	52	(1) INTEGRATED CONTROL (1)
SOBRANTE_ES	RESTROOM	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
SOBRANTE_ES	RESTROOM	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
SOBRANTE_ES	CUSTODIAN	CD3	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
SOBRANTE_ES	MULTIPURPOSE ROOM	184WPI	16	102	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	CLOSET 41	CD3	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
SOBRANTE_ES	CLOSET 43	CD3	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
SOBRANTE_ES	STAGE	P144WPI	6	102	(1) INTEGRATED CONTROL (1)
SOBRANTE_ES	STAGE HALL	142WPI	1	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	MUSIC ROOM	142WPI	4	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	LOUNGE	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
SOBRANTE_ES	CUSTODIAN	142WPI	4	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
SOBRANTE_ES	BOILER ROOM	HCFSI	4	42	(1) LUTRON WALL OCCUPANCY SENSOR (1)
SOBRANTE_ES	CLASSROOM	184WPI	9	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	PARENT ROOM	CD3	2	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
SOBRANTE_ES	CLASSROOM	142WPI	9	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	LIBRARY	184WPI	16	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	34 RSP	142WPI	1	52	(1) INTEGRATED CONTROL (1)
SOBRANTE_ES	INSTRUCTIONAL FACILITATOR	142WPI	1	52	(1) INTEGRATED CONTROL (1)
SOBRANTE_ES	TEXTBOOK ROOM	CD3	6	48	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	NURSE	184WPI	1	102	(1) LUTRON WALL OCCUPANCY SENSOR (1)
SOBRANTE_ES	NURSE	184WPI	2	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	CLASSROOM	143WPI	9	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
SOBRANTE_ES	CLASSROOM	142WPI	9	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	CLASSROOM	142WPI	9	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	CLASSROOM	142WPI	9	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	SAME CLASSROOM	142WPI	2	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	RESTROOM	CD3	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
SOBRANTE_ES	WORK ROOM	142WPI	2	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
SOBRANTE_ES	RESTROOM	142WPI	2	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	RESTROOM	CD3	2	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
SOBRANTE_ES	OFFICE	142WPI	2	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	CLASSROOM	142WPI	9	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	CLASSROOM	142WPI	9	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	RESTROOM	142WPI	9	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	RESTROOM	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
SOBRANTE_ES	CLASSROOM	142WPI	9	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
SOBRANTE_ES	CLASSROOM	142WPI	9	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	CLASSROOM	142WPI	9	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	CLASSROOM	142WPI	9	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	RESTROOM	184WPI	2	102	
SOBRANTE_ES	RESTROOM	D	1	31	
SOBRANTE_ES	CUSTODIAN	142SI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
SOBRANTE_ES	RESTROOM	184WPI	2	102	
SOBRANTE_ES	RESTROOM	D	1	31	
SOBRANTE_ES	CORRIDOR	142WPI	7	52	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	CORRIDOR	142WPI	9	52	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	MAIN ENTRY	142WPI	2	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	CORRIDOR	142WPI	6	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	CORRIDOR	142WPI	8	52	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	PLAYGROUND	WPHPS150	1	188	
SOBRANTE_ES	DOOR	CBHPS	1	95	
SOBRANTE_ES	WALKWAY	CBHPS	1	95	
SOBRANTE_ES	WALKWAY	CBHPS	1	95	
SOBRANTE_ES	WALKWAY	CBHPS	5	95	
SOBRANTE_ES	WALKWAY	CBHPS	1	95	
SOBRANTE_ES	DOOR	RSCFSI	1	26	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
SOBRANTE_ES	WALKWAY	CBHPS	2	95	
SOBRANTE_ES	WALKWAY	WTFHPS	1	295	
SOBRANTE_ES	AREA	WPHPS150	1	188	
SOBRANTE_ES	MAIN ENTRY	RSCFSI	1	26	
SOBRANTE_ES	STAFF PARKING	WPHPS150	1	188	
SOBRANTE_ES	DOOR	CBHPS	1	95	
SOBRANTE_ES	AREA	CBHPS	2	95	
SOBRANTE_ES	DOOR	CBHPS	2	95	
SOBRANTE_ES	DOOR	WPHPS150	1	188	
SOBRANTE_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	DOOR	WPHPS70	1	95	
SOBRANTE_ES	STAFF PARKING	CBHPS	2	95	
SOBRANTE_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	DOOR	WPHPS70	1	95	
SOBRANTE_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	DOOR	WPHPS70	1	95	
SOBRANTE_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	DOOR	WPHPS70	1	95	
SOBRANTE_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	DOOR	WPHPS70	1	95	
SOBRANTE_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	DOOR	WPHPS70	1	95	
SOBRANTE_ES	CLASSROOM	242RTPI	14	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
SOBRANTE_ES	CLOSET	WJCFSI	1	23	(1) LUTRON WALL OCCUPANCY SENSOR (1)
SOBRANTE_ES	STORAGE	242RTPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
SOBRANTE_ES	RESTROOM	CD3	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
SOBRANTE_ES	DOOR	WPHPS70	1	95	
SOBRANTE_ES	DOOR	WBCFSI	1	26	
OAKLAND_HS	ENTRY RESTROOM	142RWPI	1	59	
OAKLAND_HS	RESTROOM	142RWPI	1	59	
OAKLAND_HS	ENTRY RESTROOM	142RWPI	1	59	
OAKLAND_HS	RESTROOM	142RWPI	1	59	
OAKLAND_HS	STORAGE	242SBPI	6	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	STAGE	242SBPI	22	59	
OAKLAND_HS	STAGE	141SBPI	1	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	HALLWAY	141SBPI	2	31	(2) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	SEATING	142SBPI	77	52	
OAKLAND_HS	SEATING	DRC8H150	11	150	
OAKLAND_HS	CONTROL BOOTH	142WPI	2	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	STORAGE	142SBPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	MAIN CORRIDOR	142RWPI	20	59	(6) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	MAIN CORRIDOR	141SBPI	4	31	
OAKLAND_HS	MAIN CORRIDOR	RC6WW	4	47	
OAKLAND_HS	STORAGE	142RWPI	1	59	
OAKLAND_HS	SERVER	142RWPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	STORAGE	142SI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	RESTROOM	142RWPI	3	59	
OAKLAND_HS	RESTROOM	142RWPI	3	59	
OAKLAND_HS	MAIN CORRIDOR	142RWPI	21	59	(6) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	MAIN CORRIDOR	141SBPI	3	31	
OAKLAND_HS	OPEN OFFICE	1X12IND	3	175	
OAKLAND_HS	OPEN OFFICE	242IORTPI	4	59	
OAKLAND_HS	STORAGE	142WBI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	STORAGE	142WBI	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	OPEN OFFICE	184IND	4	112	
OAKLAND_HS	PRIVATE OFFICE	184IND	1	112	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
OAKLAND_HS	PRIVATE OFFICE	184IND	4	112	
OAKLAND_HS	CONFERENCE	184IND	2	112	
OAKLAND_HS	OPEN OFFICE	184IND	3	112	
OAKLAND_HS	PRIVATE OFFICE	184IND	1	112	
OAKLAND_HS	PRIVATE OFFICE	184IND	1	112	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	OPEN OFFICE	184IND	4	112	
OAKLAND_HS	PRIVATE OFFICE	184IND	1	112	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	PRIVATE OFFICE	184IND	1	112	
OAKLAND_HS	RESTROOM	142RWPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	ELECTRICAL	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	STORAGE	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	OPEN OFFICE	184IND	1	112	
OAKLAND_HS	PRIVATE OFFICE	1X12IND	1	175	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	PRIVATE OFFICE	243IORTPI	1	83	
OAKLAND_HS	PRIVATE OFFICE	184IND	1	112	
OAKLAND_HS	PRIVATE OFFICE	184IND	6	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	OPEN OFFICE	1X12IND	3	175	
OAKLAND_HS	PRIVATE OFFICE	184IND	1	112	
OAKLAND_HS	PRIVATE OFFICE	184IND	1	112	
OAKLAND_HS	PRIVATE OFFICE	184IND	1	112	
OAKLAND_HS	PRIVATE OFFICE	184IND	1	112	
OAKLAND_HS	PRIVATE OFFICE	184IND	2	112	
OAKLAND_HS	PRIVATE OFFICE	184IND	2	112	
OAKLAND_HS	PRIVATE OFFICE	184IND	1	112	
OAKLAND_HS	PRIVATE OFFICE	184IND	1	112	
OAKLAND_HS	MAIN CORRIDOR	142RWPI	58	59	(5) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (2)
OAKLAND_HS	MAIN CORRIDOR	141SBPI	11	31	
OAKLAND_HS	MAIN CORRIDOR	RC6WW	42	47	
OAKLAND_HS	MAIN CORRIDOR	121SBPI	22	20	
OAKLAND_HS	STAIR	142RWPI	1	59	
OAKLAND_HS	STAIR	RC8CF42/2	4	94	
OAKLAND_HS	RESTROOM	142RWPI	4	59	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
OAKLAND_HS	CLASSROOM	242RTAI	20	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	PRACTICE ROOM	242ISBPI-IO	4	59	
OAKLAND_HS	STORAGE	242SBPI	1	59	
OAKLAND_HS	STORAGE	242SBPI	1	59	
OAKLAND_HS	STORAGE	243SBPI-IO	1	83	
OAKLAND_HS	STORAGE	243SBPI-IO	1	83	
OAKLAND_HS	STORAGE	243SBPI-IO	2	83	
OAKLAND_HS	ELECTRICAL	142SI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	STORAGE	141SBPI	1	31	(1) INTEGRATED CONTROL (1)
OAKLAND_HS	RESTROOM	142RWPI	3	59	
OAKLAND_HS	RESTROOM	142RWPI	3	59	
OAKLAND_HS	WORKROOM	242IORTPI	2	59	
OAKLAND_HS	MDF ROOM	242IORTPI	4	59	
OAKLAND_HS	STORAGE	242IORTPI	4	59	
OAKLAND_HS	ELECTRICAL	142SI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	STORAGE	141SBPI	1	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	STORAGE	141SBPI	2	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	ELECTRICAL	142SI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	STORAGE	141SBPI	1	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	STORAGE	141SBPI	2	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	STAIR	142RWPI	1	59	
OAKLAND_HS	STAIR	RC8CF42/2	4	94	
OAKLAND_HS	STORAGE	141SBPI	2	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	WORKROOM	242RTAI	4	59	
OAKLAND_HS	SERVER	243SBPI-IO	1	83	
OAKLAND_HS	MAIN CORRIDOR	142RWPI	11	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	MAIN CORRIDOR	141SBPI	1	31	
OAKLAND_HS	MAIN CORRIDOR	RC6WW	1	47	
OAKLAND_HS	MAIN CORRIDOR	121SBPI	7	20	
OAKLAND_HS	STAIR	RC8CF42/2	2	94	



Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
OAKLAND_HS	MAIN CORRIDOR	142RWPI	4	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	MAIN CORRIDOR	242SBPI	1	59	
OAKLAND_HS	CLASSROOM	242IORTPI	15	59	
OAKLAND_HS	WORKROOM	242IORTPI	6	59	
OAKLAND_HS	CLASSROOM	243IORTPI	9	83	
OAKLAND_HS	CLASSROOM	242IORTPI	15	59	
OAKLAND_HS	CLASSROOM	242IORTPI	9	59	
OAKLAND_HS	CLASSROOM	242IORTPI	15	59	
OAKLAND_HS	WORKROOM	242IORTPI	6	59	
OAKLAND_HS	CLASSROOM	242IORTPI	15	59	
OAKLAND_HS	CLASSROOM	243IORTPI	9	83	
OAKLAND_HS	CLASSROOM	242IORTPI	18	59	
OAKLAND_HS	WORKROOM	242IORTPI	3	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	WORKROOM	242IORTPI	5	59	
OAKLAND_HS	PRIVATE OFFICE	242RTAI	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	PRIVATE OFFICE	242RTAI	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	CUSTODIAN	142SI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	CUSTODIAN	142SI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	WORKROOM	243IORTPI	5	83	
OAKLAND_HS	PRIVATE OFFICE	242IORTPI	2	59	
OAKLAND_HS	SERVER	142RWPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	MAIN CORRIDOR	142RWPI	62	59	(5) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (2)
OAKLAND_HS	MAIN CORRIDOR	141SBPI	3	31	
OAKLAND_HS	MAIN CORRIDOR	RC6WW	43	47	
OAKLAND_HS	MAIN CORRIDOR	121SBPI	24	20	
OAKLAND_HS	SERVER	242IORTPI	1	59	
OAKLAND_HS	STORAGE	242IORTPI	3	59	
OAKLAND_HS	OFFICE	242IORTPI	3	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
OAKLAND_HS	CLASSROOM	242IORTPI	15	59	
OAKLAND_HS	STORAGE	142SI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	STORAGE	142SI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	ELECTRICAL	142SI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	ELECTRICAL	142SI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	WORKROOM	242IORTPI	8	59	
OAKLAND_HS	STORAGE	142SI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	PRIVATE OFFICE	142RWPI	2	59	
OAKLAND_HS	CLASSROOM	242RTAI	4	59	
OAKLAND_HS	CLASSROOM	142RWPI	8	59	
OAKLAND_HS	CLASSROOM	142RWPI	8	59	
OAKLAND_HS	PRIVATE OFFICE	142RWPI	1	59	
OAKLAND_HS	PRIVATE OFFICE	142RWPI	1	59	
OAKLAND_HS	STORAGE	142RWPI	2	59	
OAKLAND_HS	STORAGE	142RWPI	2	59	
OAKLAND_HS	RESTROOM	142RWPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	ELECTRICAL	142SI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	CUSTODIAN	142SI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	WORKROOM	242IORTPI	4	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	WORKROOM	242IORTPI	4	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	SERVER	242IORTPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	RECEIVING	188WWI	2	224	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	ELECTRICAL	142IHI	3	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	BOILER ROOM	142IHI	4	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	KITCHEN	142SBPI	3	52	(6) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	KITCHEN	141SBPI	5	31	
OAKLAND_HS	KITCHEN	141RTPI	22	31	
OAKLAND_HS	KITCHEN	142STOVE	4	59	
OAKLAND_HS	PRIVATE OFFICE	141SBPI	1	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	STORAGE	142SBPI	4	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
OAKLAND_HS	QUICK SERVE	141SBPI	12	31	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	STORAGE	141SBPI	2	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	SERVERY	141SBPI	18	31	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	SERVERY	RC6I60	4	60	
OAKLAND_HS	CUSTODIAN	142SBPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	LOCKER	142RWPI	1	59	
OAKLAND_HS	RESTROOM	142RWPI	1	59	
OAKLAND_HS	LOCKER	142RWPI	1	59	
OAKLAND_HS	RESTROOM	142RWPI	1	59	
OAKLAND_HS	STORAGE	142SBPI	8	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	CUSTODIAN	142SBPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	LOUNGE	141SBPI	4	31	(2) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	LOUNGE	243IORTPI	18	83	
OAKLAND_HS	MAIN CORRIDOR	142RWPI	4	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	MAIN CORRIDOR	243SBPI-IO	1	83	
OAKLAND_HS	STAIR	W184RWPI	1	112	
OAKLAND_HS	MAIN CORRIDOR	142RWPI	10	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	MAIN CORRIDOR	141SBPI	1	31	
OAKLAND_HS	ELECTRICAL	141SBPI	1	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	STORAGE	142RWPI	6	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	UTILITY	142RWPI	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	MAIN CORRIDOR	142RWPI	10	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
OAKLAND_HS	MAIN CORRIDOR	141SBPI	1	31	
OAKLAND_HS	STORAGE	142SBPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	RESTROOM	142RWPI	4	59	
OAKLAND_HS	RESTROOM	142RWPI	4	59	
OAKLAND_HS	TICKETS	142RWPI	10	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	CAFETORIUM	B22BIHB	8	59	
OAKLAND_HS	CAFETORIUM	RC6WW	20	47	
OAKLAND_HS	CAFETORIUM	142RWPI	16	59	
OAKLAND_HS	CAFETORIUM	141SBPI	6	31	
OAKLAND_HS	MAIN CORRIDOR	142RWPI	24	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	RESTROOM	142RWPI	9	59	
OAKLAND_HS	RESTROOM	142RWPI	9	59	
OAKLAND_HS	RESTROOM	142RWPI	3	59	
OAKLAND_HS	RESTROOM	142RWPI	3	59	
OAKLAND_HS	LIBRARY	184IND	18	112	(6) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	LIBRARY	C184DI-IO	18	112	
OAKLAND_HS	LIBRARY	RC6WW	12	47	
OAKLAND_HS	LIBRARY	242IORTPI	2	59	
OAKLAND_HS	LIBRARY	242IORTPI	4	59	
OAKLAND_HS	FUTURE CENTER	C184DI-IO	3	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	FUTURE CENTER	1X12IND	3	175	
OAKLAND_HS	FUTURE CENTER	RC6WW	2	47	
OAKLAND_HS	OPEN OFFICE	C184DI-IO	5	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	OPEN OFFICE	1X12IND	3	175	
OAKLAND_HS	OPEN OFFICE	RC6WW	2	47	
OAKLAND_HS	WORKROOM	242IORTPI	6	59	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
OAKLAND_HS	STORAGE	C184DI-IO	2	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	STORAGE	141SBPI	3	31	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	WORKROOM	142SBPI	17	52	(4) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	BOYS TEAM ROOM	142SBOI	6	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	STORAGE	142SBOI	4	59	(2) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	HELMET STORAGE	142WPPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	STAIR	142SBPI	3	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	STAIR	142SBPI	6	52	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	BOYS LOCKER	142SBOI	15	59	(6) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	SHOWER	142SBOI	7	59	
OAKLAND_HS	EXERCISE	142SBOI	10	59	(2) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	EXERCISE	142SBOI	10	59	
OAKLAND_HS	PRIVATE OFFICE	243RTPI	2	83	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	RESTROOM	142RWPI	3	59	
OAKLAND_HS	OPEN OFFICE	243RTPI	6	83	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	LOUNGE	243RTPI	2	83	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	STORAGE	243RTPI	2	83	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	COACH LOCKER	142RWPI	1	59	
OAKLAND_HS	COACH RESTROOM	142RWPI	1	59	
OAKLAND_HS	COACH SHOWER	RC626WET	1	33	
OAKLAND_HS	HALL	142SBPI	3	52	(2) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	GIRLS LOCKER	142SBOI	18	59	(6) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	SHOWER	142SBOI	7	59	
OAKLAND_HS	PRIVATE OFFICE	243RTPI	2	83	(1) LUTRON WALL OCCUPANCY SENSOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
OAKLAND_HS	RESTROOM	142RWPI	3	59	
OAKLAND_HS	OPEN OFFICE	243RTPI	6	83	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	LOUNGE	243RTPI	2	83	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	STORAGE	243RTPI	2	83	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	COACH LOCKER	142RWPI	1	59	
OAKLAND_HS	COACH RESTROOM	142RWPI	1	59	
OAKLAND_HS	COACH SHOWER	RC626WET	1	33	
OAKLAND_HS	GIRLS TEAM ROOM	142SBOI	6	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	HALL	142RWPI	4	59	(2) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	ELECTRICAL	P184SI	1	102	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	DANCE	142SBOI	17	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	STORAGE	142SBOI	4	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	MAIN CORRIDOR	142RWPI	4	59	(2) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	MAIN CORRIDOR	243SBPI-IO	1	83	
OAKLAND_HS	ELEVATOR EQUIPMENT	P184SI	1	102	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	ABOVE DOOR	WJCF5I23	2	23	
OAKLAND_HS	TOWARD POOL	P14MH400	2	458	
OAKLAND_HS	TOWARD POOL	WP18MH400	2	458	
OAKLAND_HS	TOWARD POOL	WPMH150	4	190	
OAKLAND_HS	FOYER	142RWPI	2	59	
OAKLAND_HS	RESTROOM	142RWPI	4	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	RESTROOM	142RWPI	4	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	CLASSROOM	D1X12IND	2	252	
OAKLAND_HS	CLASSROOM	D186IND	2	175	
OAKLAND_HS	CLASSROOM	RC6H26	2	33	
OAKLAND_HS	CLASSROOM	141RWWT5	4	33	
OAKLAND_HS	CLASSROOM	D1X12IND	2	252	
OAKLAND_HS	CLASSROOM	D186IND	2	175	
OAKLAND_HS	CLASSROOM	RC6H26	2	33	
OAKLAND_HS	CLASSROOM	141RWWT5	4	33	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
OAKLAND_HS	CLASSROOM	D1X12IND	4	252	
OAKLAND_HS	CLASSROOM	D186IND	4	175	
OAKLAND_HS	CLASSROOM	RC6H26	2	33	
OAKLAND_HS	CLASSROOM	141RWWT5	4	33	
OAKLAND_HS	DATA	184IND	2	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	UTILITY	142RWPI	3	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	CLASSROOM	D1X12IND	4	252	
OAKLAND_HS	CLASSROOM	D186IND	4	175	
OAKLAND_HS	CLASSROOM	RC6H26	2	33	
OAKLAND_HS	CLASSROOM	141RWWT5	4	33	
OAKLAND_HS	CLASSROOM	D1X12IND	2	252	
OAKLAND_HS	CLASSROOM	D186IND	2	175	
OAKLAND_HS	CLASSROOM	RC6H26	2	33	
OAKLAND_HS	CLASSROOM	141RWWT5	4	33	
OAKLAND_HS	CLASSROOM	D1X12IND	2	252	
OAKLAND_HS	CLASSROOM	D186IND	2	175	
OAKLAND_HS	CLASSROOM	RC6H26	2	33	
OAKLAND_HS	CLASSROOM	141RWWT5	4	33	
OAKLAND_HS	UTILITY	142RWPI	4	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	MAIN CORRIDOR	142RWPI	5	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	MAIN CORRIDOR	B142RWPI	4	59	
OAKLAND_HS	STAIR	142RWPI	1	59	
OAKLAND_HS	STAIR	BRC8CF42/2	4	94	
OAKLAND_HS	STAIR	182NBPI	1	59	
OAKLAND_HS	STAIR	RC8CF42/2	10	94	
OAKLAND_HS	STAIR	BRC8CF42/2	5	94	
OAKLAND_HS	STAIR	182NBPI	1	59	
OAKLAND_HS	STAIR	142RWPI	9	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
OAKLAND_HS	MAIN CORRIDOR	142RWPI	5	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	MAIN CORRIDOR	B142RWPI	4	59	
OAKLAND_HS	CLASSROOM	D1X12IND	2	252	
OAKLAND_HS	CLASSROOM	D186IND	2	175	
OAKLAND_HS	CLASSROOM	RC6H26	2	33	
OAKLAND_HS	CLASSROOM	141RWWT5	4	33	
OAKLAND_HS	CLASSROOM	D1X12IND	2	252	
OAKLAND_HS	CLASSROOM	D186IND	2	175	
OAKLAND_HS	CLASSROOM	RC6H26	2	33	
OAKLAND_HS	CLASSROOM	141RWWT5	4	33	
OAKLAND_HS	CLASSROOM	D1X12IND	4	252	
OAKLAND_HS	CLASSROOM	D186IND	4	175	
OAKLAND_HS	CLASSROOM	RC6H26	2	33	
OAKLAND_HS	CLASSROOM	141RWWT5	4	33	
OAKLAND_HS	UTILITY	142RWPI	4	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	CUSTODIAN	142RWPI	4	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	CLASSROOM	D1X12IND	2	252	
OAKLAND_HS	CLASSROOM	D186IND	2	175	
OAKLAND_HS	CLASSROOM	RC6H26	2	33	
OAKLAND_HS	CLASSROOM	141RWWT5	4	33	
OAKLAND_HS	CLASSROOM	D1X12IND	2	252	
OAKLAND_HS	CLASSROOM	D186IND	2	175	
OAKLAND_HS	CLASSROOM	RC6H26	2	33	
OAKLAND_HS	CLASSROOM	141RWWT5	4	33	
OAKLAND_HS	CLASSROOM	D1X12IND	6	252	
OAKLAND_HS	CLASSROOM	D186IND	2	175	
OAKLAND_HS	CLASSROOM	RC6H26	2	33	
OAKLAND_HS	CLASSROOM	141RWWT5	4	33	
OAKLAND_HS	CLASSROOM	D1X12IND	2	252	
OAKLAND_HS	CLASSROOM	D186IND	8	175	
OAKLAND_HS	CLASSROOM	RC6H26	4	33	
OAKLAND_HS	CLASSROOM	141RWWT5	3	33	
OAKLAND_HS	KITCHEN	142RWPI	3	59	
OAKLAND_HS	RESTROOM	142RWPI	1	59	



Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
OAKLAND_HS	SHOWER	RC626WET	1	33	
OAKLAND_HS	CHANGING ROOM	142RWPI	1	59	
OAKLAND_HS	CUSTODIAN	142RWPI	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	LEARNING CENTER	D1X12IND	6	252	
OAKLAND_HS	LEARNING CENTER	D186IND	2	175	
OAKLAND_HS	LEARNING CENTER	141SBPI	2	31	
OAKLAND_HS	LEARNING CENTER	141RWWT5	4	33	
OAKLAND_HS	PRIVATE OFFICE	222URTIO	2	59	
OAKLAND_HS	PRIVATE OFFICE	222URTIO	4	59	
OAKLAND_HS	STORAGE	142RWPI	4	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	UTILITY	142RWPI	4	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	CLASSROOM	D186IND	4	175	
OAKLAND_HS	CLASSROOM	RC6H26	3	33	
OAKLAND_HS	CLASSROOM	141RWWT5	3	33	
OAKLAND_HS	CLASSROOM	D1X12IND	2	252	
OAKLAND_HS	CLASSROOM	RC6H26	2	33	
OAKLAND_HS	CLASSROOM	141RWWT5	3	33	
OAKLAND_HS	CLASSROOM	D186IND	4	175	
OAKLAND_HS	CLASSROOM	RC6H26	1	33	
OAKLAND_HS	CLASSROOM	141RWWT5	3	33	
OAKLAND_HS	CLASSROOM	D1X12IND	6	252	
OAKLAND_HS	CLASSROOM	D186IND	2	175	
OAKLAND_HS	CLASSROOM	RC6H26	2	33	
OAKLAND_HS	CLASSROOM	141RWWT5	4	33	
OAKLAND_HS	RESTROOM	142RWPI	5	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	RESTROOM	142RWPI	5	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	RESTROOM	142RWPI	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	RESTROOM	142RWPI	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
OAKLAND_HS	MAIN CORRIDOR	142RWPI	20	59	(6) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	MAIN CORRIDOR	B142RWPI	7	59	
OAKLAND_HS	MAIN CORRIDOR	RC6H26	1	33	
OAKLAND_HS	MAIN CORRIDOR	142SBPI	4	52	
OAKLAND_HS	ELEVATOR LOBBY	142RWPI	4	59	(6) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	STAIR	BRC8CF42/2	2	94	
OAKLAND_HS	STAIR	142RWPI	2	59	
OAKLAND_HS	MAIN CORRIDOR	142RWPI	9	59	(4) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	MAIN CORRIDOR	B142RWPI	4	59	
OAKLAND_HS	CLASSROOM	SD1X12IND	4	252	
OAKLAND_HS	CLASSROOM	141RWWT5	4	33	
OAKLAND_HS	UTILITY	142RWPI	4	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	CLASSROOM	SD1X12IND	4	252	
OAKLAND_HS	CLASSROOM	141RWWT5	4	33	
OAKLAND_HS	CLASSROOM	SD186IND	4	175	
OAKLAND_HS	CLASSROOM	141RWWT5	4	33	
OAKLAND_HS	CLASSROOM	SD186IND	4	175	
OAKLAND_HS	CLASSROOM	141RWWT5	4	33	
OAKLAND_HS	CLASSROOM	SD1X12IND	4	252	
OAKLAND_HS	CLASSROOM	141RWWT5	4	33	
OAKLAND_HS	CLASSROOM	SD1X12IND	4	252	
OAKLAND_HS	CLASSROOM	141RWWT5	3	33	
OAKLAND_HS	CLASSROOM	RC6H26	6	33	
OAKLAND_HS	ELEVATOR EQUIPMENT	142RWPI	4	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	CLASSROOM	SD1X12IND	4	252	
OAKLAND_HS	CLASSROOM	141RWWT5	3	33	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
OAKLAND_HS	CLASSROOM	RC6H26	6	33	
OAKLAND_HS	CLASSROOM	SD1X12IND	3	252	
OAKLAND_HS	CLASSROOM	SD186IND	2	175	
OAKLAND_HS	CLASSROOM	141RWWT5	4	33	
OAKLAND_HS	CLASSROOM	RC6H26	6	33	
OAKLAND_HS	PRIVATE OFFICE	243IORTPI	2	83	
OAKLAND_HS	STORAGE	243IORTPI	8	83	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	STORAGE	243IORTPI	8	83	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	PRIVATE OFFICE	S184IND	2	112	
OAKLAND_HS	PRIVATE OFFICE	RC6H26	2	33	
OAKLAND_HS	PRIVATE OFFICE	S184IND	2	112	
OAKLAND_HS	PRIVATE OFFICE	RC6H26	2	33	
OAKLAND_HS	PRIVATE OFFICE	S142IND	2	59	
OAKLAND_HS	PRIVATE OFFICE	RC6H26	2	33	
OAKLAND_HS	PRIVATE OFFICE	S142IND	2	59	
OAKLAND_HS	PRIVATE OFFICE	RC6H26	2	33	
OAKLAND_HS	RESTROOM	W142BPI	1	52	
OAKLAND_HS	PRIVATE OFFICE	S142IND	2	59	
OAKLAND_HS	PRIVATE OFFICE	RC6H26	2	33	
OAKLAND_HS	PRIVATE OFFICE	S142IND	4	59	
OAKLAND_HS	PRIVATE OFFICE	S142IND	2	59	
OAKLAND_HS	PRIVATE OFFICE	RC6H26	2	33	
OAKLAND_HS	PRIVATE OFFICE	S142IND	2	59	
OAKLAND_HS	PRIVATE OFFICE	RC6H26	2	33	
OAKLAND_HS	MULTIPURPOSE ROOM	1X12IND	6	175	(4) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	RECEPTION	S184IND	3	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
OAKLAND_HS	RECEPTION	S142IND	5	59	
OAKLAND_HS	HALLWAY	141SBPI	1	31	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
OAKLAND_HS	HALLWAY	S184IND	1	112	
OAKLAND_HS	PRIVATE OFFICE	S142IND	4	59	
OAKLAND_HS	PRIVATE OFFICE	141SI	2	25	
OAKLAND_HS	PRIVATE OFFICE	S142IND	4	59	
OAKLAND_HS	PRIVATE OFFICE	141SI	2	25	
OAKLAND_HS	PRIVATE OFFICE	S142IND	4	59	
OAKLAND_HS	PRIVATE OFFICE	141SI	2	25	
OAKLAND_HS	STORAGE	S142IND	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
OAKLAND_HS	EXAM	S142IND	2	59	
OAKLAND_HS	EXAM	141SI	2	25	
OAKLAND_HS	EXAM	S142IND	2	59	
OAKLAND_HS	EXAM	141SI	2	25	
OAKLAND_HS	RESTROOM	W142BPI	1	52	
OAKLAND_HS	EXAM	S142IND	2	59	
OAKLAND_HS	EXAM	141SI	2	25	
OAKLAND_HS	PRIVATE OFFICE	S142IND	3	59	
OAKLAND_HS	PRIVATE OFFICE	141SI	2	25	
OAKLAND_HS	PRIVATE OFFICE	S142IND	3	59	
OAKLAND_HS	PRIVATE OFFICE	141SI	2	25	
MADISON_PARK_MS	CLASSROOM	243PBRTIO	15	83	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	CLASSROOM	243PBRTIO	15	83	
MADISON_PARK_MS	MAIN CORRIDOR	142WVBI	11	59	(4) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	CLASSROOM	243PBRTIO	12	83	
MADISON_PARK_MS	PRIVATE OFFICE	CD13/3	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	CLASSROOM	243PBRTIO	12	83	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	PRIVATE OFFICE	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	MAIN CORRIDOR	142WVBI	5	59	(4) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	PRIVATE OFFICE	184SBPI	1	112	(1) LUTRON WALL OCCUPANCY SENSOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
MADISON_PARK_MS	MAIN CORRIDOR	142WVBI	9	59	(4) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	CLASSROOM	243PBRTIO	12	83	
MADISON_PARK_MS	PRIVATE OFFICE	CD13/3	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	CLASSROOM	243PBRTIO	21	83	
MADISON_PARK_MS	CLASSROOM	243PBRTIO	2	83	
MADISON_PARK_MS	CLASSROOM	243PBRTIO	12	83	
MADISON_PARK_MS	CLASSROOM	243PBRTIO	12	83	
MADISON_PARK_MS	MAIN CORRIDOR	142WVBI	4	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	CLASSROOM	243PBRTIO	12	83	
MADISON_PARK_MS	CLASSROOM	243PBRTIO	12	83	
MADISON_PARK_MS	MAIN CORRIDOR	142WVBI	9	59	(4) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	MAIN CORRIDOR	142WVBI	7	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	CLASSROOM	243PBRTIO	12	83	
MADISON_PARK_MS	CLASSROOM	243PBRTIO	12	83	
MADISON_PARK_MS	CLASSROOM	243SBPBI	4	83	
MADISON_PARK_MS	LOUNGE	184SBPI	1	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	LOUNGE	142SBPI	1	52	
MADISON_PARK_MS	RESTROOM	142SBPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	LOUNGE	142SBPI	5	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	RESTROOM	142SBPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	STORAGE	142SBPI	2	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	RESTROOM	142WWI	2	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
MADISON_PARK_MS	RESTROOM	142WWI	2	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	SERVER	RSQ13/2	2	31	(1) LUTRON CEILING SENSOR, (1) DIMMING RELAY, (1) PICO DIMMING 2 BUTTON RAISE LOWER (1)
MADISON_PARK_MS	CUSTODIAN	RSQ13/2	2	31	(1) LUTRON CEILING SENSOR, (1) DIMMING RELAY, (1) PICO DIMMING 2 BUTTON RAISE LOWER (1)
MADISON_PARK_MS	CLASSROOM	243PBRTIO	16	83	
MADISON_PARK_MS	CLASSROOM	243PBRTIO	16	83	
MADISON_PARK_MS	RESTROOM	142WWI	2	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	RESTROOM	142WWI	2	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	WORKROOM	244RVTI	2	112	(2) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	LIBRARY	244RVTI	2	112	(4) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	PRIVATE OFFICE	244RVTI	4	112	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	MAIN CORRIDOR	142WVBI	13	59	(4) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	SUPPLY	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	HALL	RSQ13/2	5	31	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	PRIVATE OFFICE	244RVTI	2	112	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	PRIVATE OFFICE	244RVTI	2	112	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	PRIVATE OFFICE	244RVTI	2	112	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	PRIVATE OFFICE	244RVTI	2	112	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	PRIVATE OFFICE	244RVTI	2	112	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	PRIVATE OFFICE	244RVTI	2	112	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	PRIVATE OFFICE	RSQ13/2	3	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	OPEN OFFICE	142WWI	2	59	
MADISON_PARK_MS	PRINCIPLE	142WWI	2	59	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
MADISON_PARK_MS	NURSE	142WWI	2	59	
MADISON_PARK_MS	CLASSROOM	C186IND	8	175	
MADISON_PARK_MS	CLASSROOM	142WVBI	1	59	
MADISON_PARK_MS	WORKROOM	186IHI	1	175	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	CLASSROOM	C186IND	8	175	
MADISON_PARK_MS	CLASSROOM	142WVBI	1	59	
MADISON_PARK_MS	CLASSROOM	C186IND	8	175	
MADISON_PARK_MS	PRIVATE OFFICE	142WWI	1	59	
MADISON_PARK_MS	WALKWAY CANOPY	142WVBI	6	59	
MADISON_PARK_MS	WALKWAY CANOPY	CSC	2	31	
MADISON_PARK_MS	WALKWAY CANOPY	RSQ26/2	1	66	
MADISON_PARK_MS	WALKWAY CANOPY	RSQHPS70	1	95	
MADISON_PARK_MS	WALKWAY CANOPY	RSQHPS70	4	95	
MADISON_PARK_MS	CLASSROOM	C186IND	9	175	
MADISON_PARK_MS	PRACTICE ROOM	142WWI	1	59	
MADISON_PARK_MS	PRACTICE ROOM	142WWI	1	59	
MADISON_PARK_MS	PRACTICE ROOM	142WWI	1	59	
MADISON_PARK_MS	PRACTICE ROOM	142WWI	1	59	
MADISON_PARK_MS	PRIVATE OFFICE	142WWI	4	59	
MADISON_PARK_MS	MULTIPURPOSE ROOM	TH150D	9	150	
MADISON_PARK_MS	MULTIPURPOSE ROOM	RSQ13/2	4	31	
MADISON_PARK_MS	STAGE	TH150D	9	150	
MADISON_PARK_MS	STORAGE	142WWI	6	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	STAFF DINING	142WWI	9	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	RESTROOM	142SBPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	RESTROOM	142SBPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	CLASSROOM	P188WWI	9	224	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	CLASSROOM	P188WWI	6	224	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
MADISON_PARK_MS	STORAGE	142WWI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	STORAGE	142WWI	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	PRIVATE OFFICE	P188WWI	3	224	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	CLASSROOM	P188WWI	12	224	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	STORAGE	142WWI	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	PRIVATE OFFICE	P188WWI	3	224	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	STORAGE	142WWI	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	CLASSROOM	P188WWI	18	224	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	STORAGE	142WWI	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	PRIVATE OFFICE	P188WWI	3	224	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	STORAGE	142WWI	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	RESTROOM	142SBPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	RESTROOM	142SBPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	ELECTRICAL	142SBPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	CLASSROOM	242RTPI	10	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	CLASSROOM	242RTPI	10	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	CLASSROOM	242RTPI	10	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	CLASSROOM	242RTPI	10	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	CLASSROOM	242RTPI	10	52	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	ABOVE DOOR	WP23	1	23	
MADISON_PARK_MS	FOYER	142WWI	3	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	LOCKER	CSC	2	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)



Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
MADISON_PARK_MS	SHOWER	RC6WET	1	23	
MADISON_PARK_MS	LOCKER	CSC	27	31	(8) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	CUSTODIAN	CSC	1	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	STORAGE	CSC	2	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	RESTROOM	CSC	2	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	FOYER	142WWI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	FOYER	CD13/3	1	48	
MADISON_PARK_MS	PRIVATE OFFICE	184WWI	2	112	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	LOCKER	CSC	1	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	SHOWER	RC6WET	1	23	
MADISON_PARK_MS	LOCKER	CSC	16	31	(5) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	RESTROOM	CSC	2	31	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
MADISON_PARK_MS	FOYER	142WPI	1	52	(1) INTEGRATED CONTROL (1)
MADISON_PARK_MS	STORAGE	CSC	2	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	STORAGE	CSC	2	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
MADISON_PARK_MS	SHOWER	142WPI	7	52	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	CORRIDOR	142WWPI	11	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	CORRIDOR ELEVATOR	CBCF2T13	1	31	
FRUITVALE_ES	BOOK ROOM	142WWPI	6	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	TEACHER	141BW	2	22	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	WOMEN	141BW	1	22	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	WOMEN	142WWPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	CLASSROOM	142WWPI	8	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	STAIR WELL	142WWPI	1	59	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
FRUITVALE_ES	CLASSROOM	142WWPI	8	59	
FRUITVALE_ES	CLASSROOM	142WWPI	8	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	CLASSROOM	142WWPI	8	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	CLASSROOM	142WWPI	8	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	CLASSROOM	142WWPI	8	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	CLASSROOM	142WWPI	8	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	CUSTODIAN	142WWPI	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	RESTROOM	142WPI	2	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	LOUNGE	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	STAIR WELL	142WWPI	1	59	
FRUITVALE_ES	CLASSROOM	142WWPI	8	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	CORRIDOR	142WWPI	22	59	(6) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	CORRIDOR ELEVATOR	CBCF2T13	1	31	
FRUITVALE_ES	CLASSROOM	141BW	2	22	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	STORAGE	141BW	2	22	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	CLASSROOM	144WWPI	8	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	STORAGE	144WWPI	2	102	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	RESTROOM	142WWPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	CLASSROOM	141BW	2	22	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	RESTROOM	141BW	1	22	(1) LUTRON WALL OCCUPANCY SENSOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
FRUITVALE_ES	CLASSROOM	144WWPI	8	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	ELEVATOR HALL	CBCF2T13	1	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	OFFICE	144WWPI	2	102	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	CLASSROOM	144WWPI	6	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	STAIR WELL	142WWPI	2	59	
FRUITVALE_ES	CLASSROOM	144WWPI	8	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	ENTRY	142WWPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	OFFICE	142WWPI	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	HALL	142WWPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	HALL	CBCF2T13	2	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	WOMEN	142WWPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	CONFERENCE	142WWPI	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	CLASSROOM	142WWPI	6	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	CLOSET	CBCF2T13	1	31	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	STAGE	142WWPI	4	59	
FRUITVALE_ES	MULTIPURPOSE	244STPI	12	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	MAIN ENTRY	142WWPI	4	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	MEN	142WWPI	2	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	STAFF	142WWPI	4	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	STORAGE	142WWPI	1	59	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
FRUITVALE_ES	WORKROOM	142WWPI	3	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	WOMEN	142WWPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	CORRIDOR	142WWPI	1	59	
FRUITVALE_ES	GIRLS	142WWPI	2	59	
FRUITVALE_ES	RECEPTION	142WWPI	4	59	
FRUITVALE_ES	CLOSET	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	DATA	142WWPI	4	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	PRINCIPAL	142WWPI	3	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	CLOSET	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	CLOSET	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	CLASSROOM	144WWPI	8	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	CUSTODIAN	142WWPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	LIBRARY	144WWPI	8	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	LIBRARY	142WWPI	2	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	STORAGE	142WWPI	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	CLASSROOM	144WWPI	8	102	
FRUITVALE_ES	CLASSROOM	144WWPI	8	102	
FRUITVALE_ES	CLASSROOM	144WWPI	8	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	CLASSROOM	144WWPI	8	102	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	CORRIDOR	142WWPI	2	59	
FRUITVALE_ES	BOYS	142WWPI	2	59	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
FRUITVALE_ES	ELEVATOR EQUIPMENT ROOM	142WWPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	GIRLS	DCF3T13	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	EQUIPMENT	CKCFSI	1	26	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	BOYS	DCF3T13	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	CAFETERIA	142WWPI	15	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	KITCHEN	142WWPI	4	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	HALL	142WWPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	TOILET	142WWPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	PANTRY	142WWPI	3	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	STAIR WELL	142WWPI	1	59	
FRUITVALE_ES	ELEVATOR HALL	142WPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	CHILD CENTER	144WWPI	6	102	
FRUITVALE_ES	CHILD CENTER	242RTPI	1	52	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	ELEVATOR MACHINE	142WWPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	SUPPLIES	144WWPI	10	102	(2) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	CUSTODIAN	142WWPI	3	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	MECHANICAL	142WWPI	4	59	
FRUITVALE_ES	MECHANICAL	141BW	5	22	
FRUITVALE_ES	NORTH ENTRY	CBCF2T13	1	31	
FRUITVALE_ES	NORTH PARKING	WPHPS100	1	138	
FRUITVALE_ES	NORTH DRIVEWAY	COHPS70	2	95	
FRUITVALE_ES	NORTH DRIVEWAY	WPCF1Q32PC	1	37	
FRUITVALE_ES	NORTH STAIR	WPHPS70PC	1	95	
FRUITVALE_ES	EAST PORTABLES	WPHPS100	1	138	
FRUITVALE_ES	PLAYGROUND	RSCFSI13	1	13	
FRUITVALE_ES	PLAYGROUND	CBCF2T13	1	31	
FRUITVALE_ES	PLAYGROUND	WPHPS100	1	138	
FRUITVALE_ES	PLAYGROUND	CBCF2T13	1	31	
FRUITVALE_ES	PLAYGROUND	WPHPS100	1	138	
FRUITVALE_ES	PLAYGROUND	CBCF2T13	1	31	
FRUITVALE_ES	PLAYGROUND	142VTI	2	59	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
FRUITVALE_ES	SOUTH ENTRY	CBCF2T13	1	31	
FRUITVALE_ES	WEST SIDE STREET	WTFHPS250	1	295	
FRUITVALE_ES	WEST SIDE MAIN ENTRY	CBCF2T13	2	31	
FRUITVALE_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	DOOR	WPCF1Q32PC	1	37	
FRUITVALE_ES	CLASSROOM	244RTPIO	10	112	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	RESTROOM	244RTPI	1	102	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	CLOSET	244RTPI	1	102	(1) LUTRON WALL OCCUPANCY SENSOR (1)
FRUITVALE_ES	DOOR	WPCF1Q32PC	1	37	
FRUITVALE_ES	DOOR	BCFSI	1	14	
FRUITVALE_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	WALL	WPHPS70PC	1	95	
FRUITVALE_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	DOOR	BCFSI	1	14	
FRUITVALE_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	DOOR	BCFSI	1	14	
FRUITVALE_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
FRUITVALE_ES	DOOR	BCFSI	1	14	
FRUITVALE_ES	CLASSROOM	243RTPIO	12	78	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
FRUITVALE_ES	DOOR	BCFSI	1	14	
CHABOT_ES	D1 Love	A129LIDI	4	252	
CHABOT_ES	D2 Kaminskaskas	A129LIDI	4	252	
CHABOT_ES	D3 Nagatani	A129LIDI	4	252	
CHABOT_ES	D4 Brackett	A129LIDI	4	252	
CHABOT_ES	D5 Moscato	A129LIDI	4	252	
CHABOT_ES	D6 Flanagan	A129LIDI	4	252	
CHABOT_ES	D11 Tullis	A129LIDI	4	252	
CHABOT_ES	D12 Perdisatt	A129LIDI	4	252	
CHABOT_ES	D13 Cohn	A129LIDI	4	252	
CHABOT_ES	D14 Olrich	A129LIDI	4	252	
CHABOT_ES	D15 Yeider	A129LIDI	4	252	
CHABOT_ES	D16 Harrison	A129LIDI	4	252	
CHABOT_ES	D15 Yeider	2SLB	1	66	
CHABOT_ES	D16 Harrison	2SLB	1	66	
CHABOT_ES	D11 Tullis	2SLB	1	66	
CHABOT_ES	D12 Perdisatt	2SLB	1	66	
CHABOT_ES	D13 Cohn	2SLB	1	66	
CHABOT_ES	D14 Olrich	2SLB	1	66	
CHABOT_ES	D1 Love	2SLB	1	66	
CHABOT_ES	D1 Love	W141BI	1	31	
CHABOT_ES	D2 Kaminskaskas	2SLB	1	66	
CHABOT_ES	D2 Kaminskaskas	W141BI	1	31	
CHABOT_ES	D6 Flanagan	2SLB	1	66	
CHABOT_ES	D4 Brackett	2SLB	1	66	
CHABOT_ES	D3 Nagatani	2SLB	1	66	
CHABOT_ES	D3 Nagatani	W141BI	1	31	
CHABOT_ES	D3 Nagatani	WSCF182	1	45	
CHABOT_ES	D4 Brackett	WSCF182	1	45	
CHABOT_ES	D5 Moscato	2SLB	1	66	
CHABOT_ES	A1 Carrow	142WWI	6	59	
CHABOT_ES	A2 Diamond	142WWI	6	59	
CHABOT_ES	A3 SDC Gross	142WPI	10	59	
CHABOT_ES	Stairs to music	144WWPI	1	112	
CHABOT_ES	A4 ART Hall	142WWI	16	59	
CHABOT_ES	A5 Bermeo	142WWI	6	59	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
CHABOT_ES	A6 Agajan	142WPI	6	59	
CHABOT_ES	A7	142WPI	2	59	
CHABOT_ES	RR-B	142WWI	2	59	
CHABOT_ES	RR-G	142WPI	2	59	
CHABOT_ES	Main Office	142WWI	4	59	
CHABOT_ES	RR-S	WSCF182	2	45	
CHABOT_ES	RR-G	WSCF182	4	45	
CHABOT_ES	RR-B	WSCF182	4	45	
CHABOT_ES	RR-S	WSCF182	1	45	
CHABOT_ES	RR-B below	WSCF182	4	45	
CHABOT_ES	RR-G below	WSCF182	4	45	
CHABOT_ES	RR-S below	WSCF182	1	45	
CHABOT_ES	Multi-Purpose	224RTB	27	170	
CHABOT_ES	Stage	224RTB	5	170	
CHABOT_ES	Kitchen	142WPI	5	59	
CHABOT_ES	RR-B	WSCF182	4	45	
CHABOT_ES	RR-G	WSCF182	4	45	
CHABOT_ES	RR-S All Gender	WSCF182	1	45	
CHABOT_ES	RR-S	WSCF182	1	45	
CHABOT_ES	Library	11212WWPI	8	175	
CHABOT_ES	Computer Classroom	1129CI	4	252	
CHABOT_ES	Psych Office	144WWPI	2	112	
CHABOT_ES	Entrance	142WPI	2	59	
CHABOT_ES	RR-B	WSCF182	1	45	
CHABOT_ES	RR-G	WSCF182	1	45	
CHABOT_ES	RR-S	WSCF182	2	45	
CHABOT_ES	Stairs to music	WSCF182	1	45	
CHABOT_ES	Music	144WWPI	16	112	
CHABOT_ES	Staff Lounge	142WWI	6	59	
CHABOT_ES	Janitor	142WWI	1	59	
CHABOT_ES	Server Room	142WWI	2	59	
CHABOT_ES	Hall from staff to copy	142WWI	1	59	
CHABOT_ES	Copy	142WWI	1	59	
CHABOT_ES	Play Storage (locker)	142WWI	1	59	
CHABOT_ES	RR Staff Lounge	142WWI	1	59	
CHABOT_ES	Hall Before staff	141WWPI	1	31	



Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
CHABOT_ES	RR Before staff	142WPI	1	59	
CHABOT_ES	Main Hallway	142WWI	6	59	
CHABOT_ES	Main Hallway	142WPI	5	59	
CHABOT_ES	Entrance to A4	SCFSI	1	26	
CHABOT_ES	Principal	142WWI	2	59	
CHABOT_ES	Nurse	142WWI	1	59	
CHABOT_ES	A7	142WPI	1	59	
CHABOT_ES	CIT	A142IDI	1	59	
CHABOT_ES	CIT	142WPI	2	59	
CHABOT_ES	Hallway	142WPI	11	59	
CHABOT_ES	Hallway	142WPI	3	59	
CHABOT_ES	Hallway	A184IDI	2	112	
CHABOT_ES	Janitor-1	CB2CF	1	31	
CHABOT_ES	Storage-2	CB2CF	1	31	
CHABOT_ES	Recycling-3	CB2CF	1	31	
CHABOT_ES	Storage-4	CB2CF	1	31	
CHABOT_ES	Storage-5	CB2CF	1	31	
CHABOT_ES	Roof Access-6	CB2CF	1	31	
CHABOT_ES	MDF/IDF-7	WDCF	1	31	
CHABOT_ES	Exit Stair Down	184CI	2	112	
CHABOT_ES	Copy	184CI	3	112	
CHABOT_ES	Electrical below	184CI	1	112	
CHABOT_ES	Elev Machine below	184CI	1	112	
CHABOT_ES	Sprinkler below	CB2CF	1	31	
CHABOT_ES	Janitor below	CB2CF	1	31	
CHABOT_ES	Storage below	CB2CF	1	31	
CHABOT_ES	MDF/IDF below	WDCF	1	31	
CHABOT_ES	Hallway below	A142IDI	11	59	
CHABOT_ES	Hallway below	A184IDI	3	112	
CHABOT_ES	Hallway below	W141BI	4	31	
CHABOT_ES	Elevator	142IH	1	72	
CHABOT_ES	Office of computer classroom	142WPI	2	59	
CHABOT_ES	Office of computer classroom	142WPI	1	59	
CHABOT_ES	Computer Classroom	2SLB	2	66	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
CHABOT_ES	Library	A143LIDI	2	83	
CHABOT_ES	Computer Storage	142WPI	1	59	
CHABOT_ES	Speech	A142IDI	2	59	
CHABOT_ES	RR Staff entrnce	WSCF182	1	45	
CHABOT_ES	Kitchen	142WPI	1	59	
CHABOT_ES	Kitchen Storage	142WPI	2	59	
CHABOT_ES	RR-G	WSCF182	2	45	
CHABOT_ES	Recycling	WBCF1T13	1	17	
CHABOT_ES	Entrance	142WPI	4	59	
CHABOT_ES	RR-B	WSCF182	2	45	
CHABOT_ES	Multi-Purpose	224RTB	5	170	
CHABOT_ES	Multi-Purpose	WPCF1Q26	8	33	
CHABOT_ES	Storage	WBCF1T13	1	17	
CHABOT_ES	Storage	CB2CF	1	31	
CHABOT_ES	Stage	224RTB	1	170	
CHABOT_ES	Ramp to Stage	142WPI	2	59	
CHABOT_ES	P1 interior	243RTPI	12	83	
CHABOT_ES	P2 interior	244RTPIO	10	112	
CHABOT_ES	P3 interior	244RTPIO	10	112	
CHABOT_ES	P4 interior	243RTPI	12	83	
CHABOT_ES	P5 interior	243RTPI	12	83	
CHABOT_ES	P6 interior	243RTPI	12	83	
CHABOT_ES	P6 exterior	WPCF1Q26PC	2	33	
CHABOT_ES	P5 exterior	WPCF1Q26PC	1	33	
CHABOT_ES	P4 exterior	WPCF1Q26PC	1	33	
CHABOT_ES	P3 exterior	WPCF1Q32PC	1	37	
CHABOT_ES	P2 exterior	WPHPS150PC	1	188	
CHABOT_ES	exterior	WPCF1Q26PC	1	33	
CHABOT_ES	Library exterior	WPCF1Q32PC	2	37	
CHABOT_ES	exterior	WPHPS150PC	1	188	
CHABOT_ES	P6 exterior	WPHPS70PC	1	95	
CHABOT_ES	A exterior	WPCF1Q42	1	47	
CHABOT_ES	A exterior	WPCF1Q42	1	47	
CHABOT_ES	A exterior	WPHPS250PC	1	295	
CHABOT_ES	D exterior	WPCF1Q32PC	9	37	
CHABOT_ES	D exterior	WPCF1Q32PC	1	37	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
CHABOT_ES	Under walkway	WPCF1Q32PC	3	37	
CHABOT_ES	Under walkway	WPCF1Q32PC	1	37	
CHABOT_ES	D exterior	WPCF1Q32PC	1	37	
CHABOT_ES	Multipurpose Exterior	WPCF1Q32PC	12	37	
CHABOT_ES	Multipurpose Exterior	WPCF1Q32PC	4	37	
CHABOT_ES	Library exterior	WPCF1Q32PC	3	37	
CHABOT_ES	Walkway	WPCF1Q32	2	37	
CHABOT_ES	Library exterior	WPCF1Q32PC	1	37	
CHABOT_ES	Library exterior	WPCF1Q42	1	47	
CHABOT_ES	Garden exterior	WPCF1Q32PC	3	37	
CHABOT_ES	P20 exterior	WBCF1T13	2	17	
CHABOT_ES	P20 exterior	WPHPS250PC	1	295	
CHABOT_ES	Copy	184CI	2	112	
CHABOT_ES	D17	142WPI	1	59	
CHABOT_ES	D17	142WPI	2	59	
CHABOT_ES	Janitor	CB2CF	4	31	
CHABOT_ES	Janitor	CKI60	1	60	
CHABOT_ES	Janitor	CKI60	1	60	
CHABOT_ES	P20 interior north	144WWPI	8	112	
CHABOT_ES	P20 interior south	244RTPIO	8	112	
CALVIN_SIMMONS_MS	COMMON	142WWPI	1	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	COMMON	142VTI	1	59	
CALVIN_SIMMONS_MS	COMMON	122BP	4	90	(1) INTEGRATED CONTROL (1)
CALVIN_SIMMONS_MS	GIRLS LOCKER ROOM	142VTI	3	59	
CALVIN_SIMMONS_MS	GIRLS LOCKER ROOM	DCF2T13	1	31	
CALVIN_SIMMONS_MS	GIRLS LOCKER ROOM	DCF2T13	1	31	
CALVIN_SIMMONS_MS	GIRLS LOCKER ROOM	142VTI	1	59	
CALVIN_SIMMONS_MS	GIRLS LOCKER ROOM	142VTI	8	59	
CALVIN_SIMMONS_MS	GIRLS LOCKER ROOM	142VTI	2	59	
CALVIN_SIMMONS_MS	GIRLS LOCKER ROOM	142VTI	2	59	
CALVIN_SIMMONS_MS	GIRLS LOCKER ROOM	142VTI	3	59	
CALVIN_SIMMONS_MS	GIRLS LOCKER ROOM	DCF2T13	1	31	
CALVIN_SIMMONS_MS	GIRLS LOCKER ROOM	142WPI	2	59	
CALVIN_SIMMONS_MS	GIRLS LOCKER ROOM	142WPI	2	59	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
CALVIN_SIMMONS_MS	BOYS LOCKER ROOM	142VTI	1	59	
CALVIN_SIMMONS_MS	BOYS LOCKER ROOM	122BP	2	90	
CALVIN_SIMMONS_MS	BOYS LOCKER ROOM	122BP	1	90	
CALVIN_SIMMONS_MS	BOYS LOCKER ROOM	DCF2T13	1	31	
CALVIN_SIMMONS_MS	BOYS LOCKER ROOM	142VTI	8	59	
CALVIN_SIMMONS_MS	BOYS LOCKER ROOM	142VTI	1	59	
CALVIN_SIMMONS_MS	BOYS LOCKER ROOM	142VTI	3	59	
CALVIN_SIMMONS_MS	BOYS LOCKER ROOM	142VTI	3	59	
CALVIN_SIMMONS_MS	BOYS LOCKER ROOM	HCFSI	1	13	
CALVIN_SIMMONS_MS	EXTERIOR	142WWPI	2	59	
CALVIN_SIMMONS_MS	COMMON	142WPI	1	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	GYM	HBCF6Q42	12	282	(1) INTEGRATED CONTROL (1)
CALVIN_SIMMONS_MS	GYM	BHBCF6Q42	8	282	(1) INTEGRATED CONTROL (1)
CALVIN_SIMMONS_MS	GYM	142WPI	4	59	
CALVIN_SIMMONS_MS	GYM	DCF2T13	1	31	
CALVIN_SIMMONS_MS	GYM	DCF2T13	2	31	
CALVIN_SIMMONS_MS	COMMON	142WPI	1	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	EXTERIOR	WPCF1Q32PC	1	37	
CALVIN_SIMMONS_MS	EXTERIOR	PKF250	1	295	
CALVIN_SIMMONS_MS	EXTERIOR	CBMH100	1	128	
CALVIN_SIMMONS_MS	EXTERIOR	PTFHPS400	2	465	
CALVIN_SIMMONS_MS	EXTERIOR	RSCFSI	1	13	
CALVIN_SIMMONS_MS	EXTERIOR	244RTPIO	2	112	
CALVIN_SIMMONS_MS	EXTERIOR	244RTPIO	2	112	
CALVIN_SIMMONS_MS	EXTERIOR	BCFSI	2	14	
CALVIN_SIMMONS_MS	P5	242RTPI	12	59	
CALVIN_SIMMONS_MS	EXTERIOR	WPHPS70PC	1	95	
CALVIN_SIMMONS_MS	P6	244RTPIO	10	112	
CALVIN_SIMMONS_MS	EXTERIOR	WPHPS100PC	1	138	
CALVIN_SIMMONS_MS	P7	244RTPIO	10	112	
CALVIN_SIMMONS_MS	EXTERIOR	WPHPS100PC	1	138	
CALVIN_SIMMONS_MS	EXTERIOR	WPHPS100PC	1	138	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
CALVIN_SIMMONS_MS	EXTERIOR	WPHPS100	2	138	
CALVIN_SIMMONS_MS	COMPUTER	243RTPI	20	83	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	COMPUTER	144WWPI	1	112	
CALVIN_SIMMONS_MS	COMPUTER	CKCFSI	1	14	
CALVIN_SIMMONS_MS	COMPUTER	142WPI	2	59	
CALVIN_SIMMONS_MS	HEALTH CENTER	242RTPI	2	59	(2) LUTRON WALL OCCUPANCY SENSOR (1)
CALVIN_SIMMONS_MS	HEALTH CENTER	242RTPIB	1	59	
CALVIN_SIMMONS_MS	HEALTH CENTER	242RTPI	3	59	(2) LUTRON WALL OCCUPANCY SENSOR (1)
CALVIN_SIMMONS_MS	HEALTH CENTER	RCCF1Q18	6	26	
CALVIN_SIMMONS_MS	HEALTH CENTER	242RTPI	4	59	
CALVIN_SIMMONS_MS	HEALTH CENTER	242RTPIB	3	59	
CALVIN_SIMMONS_MS	HEALTH CENTER	242RTPI	1	59	
CALVIN_SIMMONS_MS	HEALTH CENTER	242RTPI	2	59	
CALVIN_SIMMONS_MS	HEALTH CENTER	242RTPI	3	59	
CALVIN_SIMMONS_MS	HEALTH CENTER	242RTPI	2	59	
CALVIN_SIMMONS_MS	HEALTH CENTER	242RTPI	2	59	
CALVIN_SIMMONS_MS	HEALTH CENTER	242RTPI	3	59	
CALVIN_SIMMONS_MS	HEALTH CENTER	142WPI	1	59	
CALVIN_SIMMONS_MS	HEALTH CENTER	242RTPI	1	59	
CALVIN_SIMMONS_MS	HEALTH CENTER	242RTPI	2	59	
CALVIN_SIMMONS_MS	HEALTH CENTER	242RTPI	3	59	
CALVIN_SIMMONS_MS	HEALTH CENTER	242RTPI	1	59	
CALVIN_SIMMONS_MS	HEALTH CENTER	242RTPI	2	59	
CALVIN_SIMMONS_MS	HEALTH CENTER	242RTPI	2	59	
CALVIN_SIMMONS_MS	HEALTH CENTER	242RTPI	1	59	
CALVIN_SIMMONS_MS	HEALTH CENTER	142WPI	1	59	
CALVIN_SIMMONS_MS	320	242RTPI	2	59	
CALVIN_SIMMONS_MS	EXTERIOR	RSCFSI	1	13	
CALVIN_SIMMONS_MS	EXTERIOR	WPHPS100	2	138	
CALVIN_SIMMONS_MS	EXTERIOR	RSCFSI	1	13	
CALVIN_SIMMONS_MS	EXTERIOR	142VTI	3	59	
CALVIN_SIMMONS_MS	EXTERIOR	142VTI	3	59	
CALVIN_SIMMONS_MS	CAFETERIA	122BP	22	90	(1) INTEGRATED CONTROL (1)
CALVIN_SIMMONS_MS	KITCHEN	122BP	6	90	(1) INTEGRATED CONTROL (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
CALVIN_SIMMONS_MS	KITCHEN	DCF3T13	1	48	
CALVIN_SIMMONS_MS	KITCHEN	DCF3T13	1	48	
CALVIN_SIMMONS_MS	KITCHEN	142WPI	1	59	
CALVIN_SIMMONS_MS	KITCHEN	142VTI	1	59	
CALVIN_SIMMONS_MS	KITCHEN	142VTI	1	59	
CALVIN_SIMMONS_MS	KITCHEN	142WPI	4	59	
CALVIN_SIMMONS_MS	KITCHEN	WBCF1T13	1	17	
CALVIN_SIMMONS_MS	EXTERIOR	WPHPS100	2	138	
CALVIN_SIMMONS_MS	EXTERIOR	RSCFSI	2	13	
CALVIN_SIMMONS_MS	EXTERIOR	PTFMH250	1	295	
CALVIN_SIMMONS_MS	EXTERIOR	WPHPS70PC	1	95	
CALVIN_SIMMONS_MS	7	142STPI	1	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	7	242RTPI	17	59	
CALVIN_SIMMONS_MS	New Room	242RTPIB	1	59	
CALVIN_SIMMONS_MS	7	142STPI	2	59	
CALVIN_SIMMONS_MS	STAFF	242RTPI	11	59	
CALVIN_SIMMONS_MS	STAFF	242RTPIB	1	59	
CALVIN_SIMMONS_MS	STAFF	182SI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
CALVIN_SIMMONS_MS	STAFF	182SI	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
CALVIN_SIMMONS_MS	8	142STPI	1	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	8	242RTPI	17	59	
CALVIN_SIMMONS_MS	New Room	242RTPIB	1	59	
CALVIN_SIMMONS_MS	8	142STPI	2	59	
CALVIN_SIMMONS_MS	COMMON	142RTPI	2	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	COMMON	B142RTPI	2	59	
CALVIN_SIMMONS_MS	6	242RTPI	22	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	New Room	242RTPIB	2	59	
CALVIN_SIMMONS_MS	6	142WPI	2	59	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
CALVIN_SIMMONS_MS	6	142WWPI	2	59	
CALVIN_SIMMONS_MS	6	142WWPI	3	59	
CALVIN_SIMMONS_MS	COMMON	142VTI	2	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	COMMON	142RTPI	6	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	COMMON	B142RTPI	5	59	
CALVIN_SIMMONS_MS	COMMON	142WPI	1	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	STAFF	142WPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
CALVIN_SIMMONS_MS	STAFF	142WPI	1	59	
CALVIN_SIMMONS_MS	STAFF	142WPI	1	59	
CALVIN_SIMMONS_MS	STAFF	142WPI	1	59	
CALVIN_SIMMONS_MS	5	242RTPI	22	59	
CALVIN_SIMMONS_MS	New Room	242RTPIB	2	59	
CALVIN_SIMMONS_MS	COMMON	242RTPI	11	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	COMMON	242RTPIB	1	59	
CALVIN_SIMMONS_MS	COMMON	242RTPI	6	59	
CALVIN_SIMMONS_MS	COMMON	142WWPI	4	59	
CALVIN_SIMMONS_MS	9	242RTPI	25	59	
CALVIN_SIMMONS_MS	New Room	242RTPIB	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
CALVIN_SIMMONS_MS	10	242RTPI	23	59	
CALVIN_SIMMONS_MS	New Room	242RTPIB	2	59	
CALVIN_SIMMONS_MS	10	DCF2T13	1	31	
CALVIN_SIMMONS_MS	4	242RTPI	22	59	
CALVIN_SIMMONS_MS	New Room	242RTPIB	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
CALVIN_SIMMONS_MS	3	242RTPI	15	59	(2) LUTRON WALL OCCUPANCY SENSOR (1)
CALVIN_SIMMONS_MS	New Room	242RTPIB	1	59	
CALVIN_SIMMONS_MS	3	142WPI	2	59	
CALVIN_SIMMONS_MS	3	242STPI	3	59	
CALVIN_SIMMONS_MS	2	242RTPI	22	59	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
CALVIN_SIMMONS_MS	New Room	242RTPIB	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
CALVIN_SIMMONS_MS	11	242RTPI	23	59	
CALVIN_SIMMONS_MS	New Room	242RTPIB	2	59	
CALVIN_SIMMONS_MS	11	DCF3T13	1	48	
CALVIN_SIMMONS_MS	1	242RTPI	15	59	
CALVIN_SIMMONS_MS	New Room	242RTPIB	1	59	
CALVIN_SIMMONS_MS	COMMON	142RTPI	4	59	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	COMMON	B142RTPI	2	59	
CALVIN_SIMMONS_MS	OFFICE	142WPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
CALVIN_SIMMONS_MS	OFFICE	1126CI	6	175	
CALVIN_SIMMONS_MS	OFFICE	184CI	2	112	
CALVIN_SIMMONS_MS	OFFICE	142CI	1	59	
CALVIN_SIMMONS_MS	OFFICE	184CI	4	112	
CALVIN_SIMMONS_MS	OFFICE	DCF3T13	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
CALVIN_SIMMONS_MS	OFFICE	142WPI	2	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
CALVIN_SIMMONS_MS	OFFICE	142WPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
CALVIN_SIMMONS_MS	OFFICE	142WPI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
CALVIN_SIMMONS_MS	OFFICE	142WPI	1	59	
CALVIN_SIMMONS_MS	OFFICE	CBI100	1	100	
CALVIN_SIMMONS_MS	MUSIC	1126CI	8	175	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	COMMON	142RTPI	7	59	
CALVIN_SIMMONS_MS	COMMON	142VTI	3	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	COMMON	142VTI	2	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	AUDITORIUM	242STPI	2	59	
CALVIN_SIMMONS_MS	AUDITORIUM	CKCFSI	1	14	
CALVIN_SIMMONS_MS	AUDITORIUM	W142WPI	2	59	
CALVIN_SIMMONS_MS	AUDITORIUM	HCFSI	5	13	



Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
CALVIN_SIMMONS_MS	COMMON	184PBI	4	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	COMMON	B184PBI	4	112	
CALVIN_SIMMONS_MS	COMMON	142WPI	1	59	
CALVIN_SIMMONS_MS	14	184HI	6	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	15	184HI	8	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	15	122BP	1	90	(1) INTEGRATED CONTROL (1)
CALVIN_SIMMONS_MS	15	142WPI	1	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	13	184HI	6	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	16	184HI	6	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	18	184HI	6	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	17	184HI	8	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	115	DCF3T13	1	48	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	COMMON	184PBI	2	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	COMMON	144WWPI	2	112	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
CALVIN_SIMMONS_MS	116	142WWPI	3	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	116	DCF3T13	1	48	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	118	142CI	4	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	118C	142CI	1	59	
CALVIN_SIMMONS_MS	118A	142CI	2	59	
CALVIN_SIMMONS_MS	118B	142CI	1	59	
CALVIN_SIMMONS_MS	119	142WPI	1	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	19	184HI	6	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	117	184HI	10	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	117A	184CI	1	112	
CALVIN_SIMMONS_MS	117B	184CI	1	112	
CALVIN_SIMMONS_MS	117C	184CI	1	112	
CALVIN_SIMMONS_MS	235	184HI	6	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	STAFF	142VTI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)
CALVIN_SIMMONS_MS	COMMON	122BP	1	90	(1) INTEGRATED CONTROL (1)
CALVIN_SIMMONS_MS	236	184HI	6	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	237	184HI	8	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
CALVIN_SIMMONS_MS	237	DCF3T13	1	48	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	237	DCF3T13	1	48	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	238	184HI	6	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	240	184HI	6	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	239	184HI	5	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	242	184HI	6	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	241	142RPI	1	59	
CALVIN_SIMMONS_MS	241	B142RPI	1	59	
CALVIN_SIMMONS_MS	241B	142RPI	1	59	
CALVIN_SIMMONS_MS	241	184HI	6	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	241	142RPI	1	59	
CALVIN_SIMMONS_MS	COMMON	122BP	1	90	(1) INTEGRATED CONTROL (1)
CALVIN_SIMMONS_MS	COMMON	184PBI	2	112	
CALVIN_SIMMONS_MS	COMMON	B184PBI	3	112	
CALVIN_SIMMONS_MS	COMMON	184PBI	4	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	COMMON	B184PBI	5	112	
CALVIN_SIMMONS_MS	244	184HI	6	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
CALVIN_SIMMONS_MS	243	184HI	6	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	243	DCF3T13	2	48	(1) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	COMMON	CKCFSI	1	14	
CALVIN_SIMMONS_MS	246	184HI	6	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	245	184HI	8	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	COMMON	122BP	1	90	(1) INTEGRATED CONTROL (1)
CALVIN_SIMMONS_MS	COMMON	142WPI	1	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	COMMON	DCF3T13	1	48	
CALVIN_SIMMONS_MS	COMMON	142WPI	2	59	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	247	184HI	6	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	248	184HI	8	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	249	184HI	8	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	250	184HI	6	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	COMMON	122BP	1	90	(1) INTEGRATED CONTROL (1)
CALVIN_SIMMONS_MS	STAFF	DCF3T13	1	48	(1) LUTRON WALL OCCUPANCY SENSOR (1)
CALVIN_SIMMONS_MS	STAFF	142VTI	1	59	(1) LUTRON WALL OCCUPANCY SENSOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
CALVIN_SIMMONS_MS	STAFF	184HI	2	112	(2) LUTRON WALL OCCUPANCY SENSOR (1)
CALVIN_SIMMONS_MS	COMMON	184PBI	5	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	COMMON	B184PBI	5	112	
CALVIN_SIMMONS_MS	27	184HI	4	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	28	184HI	6	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	26	184HI	8	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	124	142WPI	2	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	25	184HI	4	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	24	184HI	6	112	(2) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	123	142VTI	2	59	
CALVIN_SIMMONS_MS	122	142VTI	2	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	22	186CI	6	175	
CALVIN_SIMMONS_MS	22	1123T5	1	179	
CALVIN_SIMMONS_MS	23	184CI	6	112	(2) LUTRON WALL OCCUPANCY SENSOR (1)
CALVIN_SIMMONS_MS	21	184CI	4	112	(2) LUTRON WALL OCCUPANCY SENSOR (1)
CALVIN_SIMMONS_MS	COMMON	142RPI	3	59	
CALVIN_SIMMONS_MS	20	186CI	6	175	
CALVIN_SIMMONS_MS	20	1123T5	1	179	
CALVIN_SIMMONS_MS	120	142CI	1	59	
CALVIN_SIMMONS_MS	19	184CI	6	112	(2) LUTRON WALL OCCUPANCY SENSOR (1)

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
CALVIN_SIMMONS_MS	119	142WPI	1	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	EXTERIOR	PTFHPS400	1	465	
CALVIN_SIMMONS_MS	EXTERIOR	WPHPS100PC	2	138	
CALVIN_SIMMONS_MS	COMMON	141WBI	6	31	
CALVIN_SIMMONS_MS	COMMON	141WBIB	2	31	
CALVIN_SIMMONS_MS	COMMON	242RTPI	16	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	COMMON	242RTPIB	6	59	
CALVIN_SIMMONS_MS	COMMON	141WBI	6	31	
CALVIN_SIMMONS_MS	COMMON	141WBIB	2	31	
CALVIN_SIMMONS_MS	206	1129CI	6	252	
CALVIN_SIMMONS_MS	206	186CI	6	175	
CALVIN_SIMMONS_MS	206	141RTPI	1	31	
CALVIN_SIMMONS_MS	206	141RTPI	1	31	
CALVIN_SIMMONS_MS	204A	142RPI	5	59	
CALVIN_SIMMONS_MS	204	1129CI	6	252	
CALVIN_SIMMONS_MS	204	186CI	6	175	
CALVIN_SIMMONS_MS	204	141RTPI	1	31	
CALVIN_SIMMONS_MS	204	141RTPI	1	31	
CALVIN_SIMMONS_MS	203	142RPI	3	59	
CALVIN_SIMMONS_MS	202	142RPI	2	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	201	142RPI	3	59	
CALVIN_SIMMONS_MS	COMMON	242RTPI	12	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	COMMON	242RTPIB	6	59	
CALVIN_SIMMONS_MS	107	142RPI	3	59	
CALVIN_SIMMONS_MS	106	1129CI	6	252	
CALVIN_SIMMONS_MS	106	186CI	6	175	
CALVIN_SIMMONS_MS	106	141RTPI	1	31	
CALVIN_SIMMONS_MS	106A	242RTPI	4	59	

Attachment B - Lighting Scope

Area	Room	Existing Fixture	Existing Qty (#)	Ex Watts per Fixture (W)	Proposed Control Solution
CALVIN_SIMMONS_MS	105	142RPI	2	59	
CALVIN_SIMMONS_MS	105A	142RPI	2	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	105B	142RPI	2	59	(3) LUTRON CEILING SENSOR, (1) LUTRON SWITCHING RELAY 5A, (1) PICO 2 BUTTON SWITCH, (1) PICO WALL BOX ADAPTOR (1)
CALVIN_SIMMONS_MS	104	1129CI	3	252	
CALVIN_SIMMONS_MS	104	186CI	6	175	
CALVIN_SIMMONS_MS	104	242RTPI	1	59	
CALVIN_SIMMONS_MS	104	WW141T5	2	62	
CALVIN_SIMMONS_MS	104C	242RTPI	2	59	
CALVIN_SIMMONS_MS	104B	186CI	1	175	
CALVIN_SIMMONS_MS	104A	186CI	1	175	
CALVIN_SIMMONS_MS	103	142RPI	3	59	
CALVIN_SIMMONS_MS	102	142RPI	3	59	
CALVIN_SIMMONS_MS	101	142RPI	3	59	
CALVIN_SIMMONS_MS	EXTERIOR	142RPI	1	59	
CALVIN_SIMMONS_MS	EXTERIOR	142RPI	1	59	
CALVIN_SIMMONS_MS	EXTERIOR	RSCFSI	3	13	
CALVIN_SIMMONS_MS	EXTERIOR	WPHPS100	1	138	
CALVIN_SIMMONS_MS	EXTERIOR	WPHPS100PC	1	138	
CALVIN_SIMMONS_MS	EXTERIOR	WPHPS70PC	1	95	
CALVIN_SIMMONS_MS	EXTERIOR	WPHPS70PC	2	95	



## Attachment C – Transformer Scope of Work



TAG	Building Name	Location ID / Room #	Xfmr ID	Indoor / Outdoor	Mounting	Feeder Ent Pt.	Model #	kVA	Primary Voltage	Secondary Voltage	# Phases	Winding Config	
62716	Le Escuelita ES	Elect Rm-1 (B-167)	1B	Indoor	Pad	Bottom Front Mid	EE75T3H	75	480	208/120	Three	Delta-Wye	Excluded
62717	Le Escuelita ES	Elect Rm-1 (B-167)	1A	Indoor	Pad	Bottom Front Mid	EE112T3H	112.5	480	208/120	Three	Delta-Wye	
62718	Le Escuelita ES	Elect Rm C-152	R-1D	Indoor	Pad	Bottom Front Mid	9T83B3874	75	480	208/120	Three	Delta-Wye	
62719	Le Escuelita ES	Elect Rm C-152	R-2D	Indoor	Pad	Bottom Front Mid	9T83B3874	75	480	208/120	Three	Delta-Wye	Excluded
62709	Oakland HS	Theater, Back Storage	Panel DL	Indoor	Floor	Bottom Front Mid	752-415-3A	75	480	208/120	Three	Delta-Wye	
62710	Oakland HS	Outside Elect Cage Behind Kitchen	TB	Outdoor	Floor	Bottom Back Mid	223-425-3A	225	480	208/120	Three	Delta-Wye	
62711	Oakland HS	Utility Rm-236, 200 Wing	TC1	Indoor	Floor	Bottom Front Mid	153-415-3A	150	480	208/120	Three	Delta-Wye	
62712	Oakland HS	Elect Rm-205, 200 Wing	TC2	Indoor	Floor	Bottom Front Mid	752-415-3A	75	480	208/120	Three	Delta-Wye	
62713	Oakland HS	Cust. Rm-130 by Dance Hall 101	TA	Indoor	Floor	Right Bottom Back	452-415-3A	45	480	208/120	Three	Delta-Wye	
62714	Oakland HS	Utility Rm-206	TF	Indoor	Floor	Left Bottom Front	9T83B3875	112.5	480	208/120	Three	Delta-Wye	
62715	Oakland HS	Concession Stand via Boy's WC	Concessions	Indoor	Floor	Right Bottom Front	45T3HEE	45	480	208/120	Three	Delta-Wye	Excluded
62701	Oakland Tech HS	Basement, by Custodial Office	Panel L1	Indoor	Floor	Right Top Back	9T23B3874	75	480	208/120	Three	Delta-Wye	
62702	Oakland Tech HS	Basement, Main Elect Rm	Panel L1A	Indoor	Floor	Left Top Back	9T23B3875	112.5	480	208/120	Three	Delta-Wye	
62703	Oakland Tech HS	Outside, Behind Portable-1	P1	Outdoor	Pad	Left Bottom Front	9T23B3875	112.5	480	208/120	Three	Delta-Wye	Excluded
62704	Oakland Tech HS	Outside, Beside Portable TP-8	Panel DP	Outdoor	Pad	Bottom Back Mid	223-326A	150	480	208/120	Three	Delta-Wye	
62705	Oakland Tech HS	Basement, Gen Rm by CR-A6	MDP	Indoor	Pad	Right Bottom Back	223-411-3H	225	480	208/120	Three	Delta-Wye	
62706	Oakland Tech HS	Main Basement Boiler Rm	Panel DPLB	Indoor	Pad	Left Bottom Front	EE150T3H	150	480	208/120	Three	Delta-Wye	
62707	Oakland Tech HS	Main Basement Boiler Rm	Panel LGA	Indoor	Pad	Right Bottom Front	223-412-3H	225	480	208/120	Three	Delta-Wye	
62708	Oakland Tech HS	3rd Flr Storage Rm by Elev	Panel DPL2	Indoor	Pad	Right Bottom Front	TP-53317-3S	225	480	208/120	Three	Delta-Wye	
62720	Skyline HS	Theater Basement	None	Indoor	Floor	Right Top Front	9T23Y3517	225	480	208/120	Three	Delta-Wye	Excluded
62721	Skyline HS	Library Attic via Custodial Rm	None	Indoor	Pad	Right Bottom Front	V48M28T30CU	30	480	208/120	Three	Delta-Wye	Excluded
62722	Skyline HS	SE Portables Elect Rm	Panel 1A	Indoor	Floor	Left Bottom Front	V48M28T12H	112.5	480	208/120	Three	Delta-Wye	
62723	Skyline HS	Cafeteria Elect Rm	Swbd SK	Indoor	Floor	Left Top Back	9T23Y3515	112.5	480	208/120	Three	Delta-Wye	
62724	Skyline HS	Bldg-60 Elect/Custodial Rm	Panel 3CA	Indoor	Floor	Left Top Mid	9T23Y3514	75	480	208/120	Three	Delta-Wye	Excluded
62725	Skyline HS	Bldg-60 Elect/Custodial Rm	None	Indoor	Floor	Left Bottom Front	V48M28T15B	15	480	208/120	Three	Delta-Wye	
62726	Skyline HS	Bldg-70 Elect/Custodial Rm	Panels 1 & 2	Indoor	Floor	Right Bottom Front	75T3HEE	75	480	208/120	Three	Delta-Wye	
62727	Skyline HS	Bldg-70 Elect/Custodial Rm	Panel ADA	Indoor	Floor	Right Mid Front	9T23Y3513	45	480	208/120	Three	Delta-Wye	
62728	Skyline HS	Bldg-40 Elect/Custodial Rm	Panel ABA	Indoor	Floor	Left Top Mid	9T23Y3514	75	480	208/120	Three	Delta-Wye	Excluded
62729	Skyline HS	Bldg-40 Elect/Custodial Rm	None	Indoor	Floor	Left Bottom Front	V48M28T30K	30	480	208/120	Three	Delta-Wye	Excluded
62730	Skyline HS	Bldg-30 Elect/Cust Rm	Panel 1CA	Indoor	Wall	Left Bottom Back	9T23Y124	15	480	240 x 120	Single		Excluded
62731	Skyline HS	Bldg-30 Elect/Cust Rm	Panel 1CA	Indoor	Wall	Left Bottom Back	9T23Y124	15	480	240 x 120	Single		Excluded
62732	Skyline HS	Bldg-30 Elect/Cust Rm	Panel 1CA	Indoor	Wall	Left Bottom Back	9T23Y124	15	480	240 x 120	Single		Excluded
62733	Skyline HS	Bldg-20 Elect/Cust Rm	Panel HHA	Indoor	Floor	Left Mid Front	9T23Y3514	75	480	208/120	Three	Delta-Wye	Excluded
62734	Skyline HS	Bldg-20 Elect/Cust Rm	Panel HHA	Indoor	Floor	Left Mid Front	9T23Y523	50	480	240 x 120	Single		
62735	Skyline HS	Bldg-20 Elect/Cust Rm	Panel HHA	Indoor	Floor	Left Mid Front	9T23Y523	50	480	240 x 120	Single		Excluded
62736	Skyline HS	Bldg-50 Elect/Cust Rm	Panel 2CA	Indoor	Wall	Left Bottom Back	9T23Y124	15	480	240 x 120	Single		
62737	Skyline HS	Gym Boiler/Storage Rm	Swbd SGL	Indoor	Floor	Left Mid Front	9T23Y3315	112.5	480	208/120	Three	Delta-Wye	
62738	Skyline HS	Admin Basement/Boiler Rm	None	Indoor	Floor	Left Mid Front	9T23Y3314	75	480	208/120	Three	Delta-Wye	
62739	Skyline HS	Bldg-M Elect/Cust Rm	Panel BMA	Indoor	Wall	Left Mid Front	9T23Y3512	30	480	208/120	Three	Delta-Wye	Excluded
62740	Skyline HS	Bldg-10, Rm-11C	Swbd SS	Indoor	Floor	Right Mid Front	9T23Y3518	300	480	208/120	Three	Delta-Wye	



## Attachment D – Plumbing Scope of Work

Attachment D - Plumbing Scope

School	Qty	Type
Bret Harte	3	Non-compliant > 2.2 gpm general purpose faucet
Fruitvale ES	1	Non-compliant > 2.2 gpm general purpose faucet
Global family	1	Non-compliant commercial dishwasher
Grass Valley	1	Non-compliant > 2.2 gpm general purpose faucet
Lockwood	2	Non-compliant > 2.2 gpm general purpose faucet
McKlymonds High School	4	Non-compliant > 2.2 gpm general purpose faucet
United for Success	2	Non-compliant > 2.2 gpm general purpose faucet
Carl B. Munck Elementary	12	Non-compliant > 2.2 gpm general purpose faucet
Carl B. Munck Elementary	5	Non-compliant > 2.2 gpm lavatory faucet
Chabot Elementary	2	Non-compliant > 2.2 gpm general purpose faucet
Chabot Elementary	7	Non-compliant > 2.2 gpm lavatory faucet
Claremont Middle	8	Non-compliant > 2.2 gpm general purpose faucet
Claremont Middle	4	Non-compliant > 2.2 gpm lavatory faucet
Claremont Middle	1	Non-compliant > 2.2 gpm lavatory faucet
Cleveland Elementary	11	Non-compliant > 2.2 gpm general purpose faucet
Cleveland Elementary	2	Non-compliant > 2.2 gpm lavatory faucet
Community United Elementary	7	Non-compliant > 2.2 gpm general purpose faucet
Community United Elementary	1	Non-compliant > 2.2 gpm general purpose faucet
Community United Elementary	27	Non-compliant > 2.2 gpm general purpose faucet
Community United Elementary	3	Non-compliant > 2.2 gpm lavatory faucet
Community United Elementary	2	Non-compliant > 2.2 gpm lavatory faucet
Community United Elementary	1	Non-compliant commercial dishwasher
Crocker Highlands Elementary	8	Non-compliant > 2.2 gpm general purpose faucet
Crocker Highlands Elementary	1	Non-compliant > 2.2 gpm general purpose faucet
Crocker Highlands Elementary	2	Non-compliant > 2.2 gpm lavatory faucet
Edna Brewer Middle	3	Non-compliant > 2.2 gpm general purpose faucet
Edna Brewer Middle	1	Non-compliant > 2.2 gpm general purpose faucet
Edna Brewer Middle	6	Non-compliant > 2.2 gpm lavatory faucet
Edna Brewer Middle	1	Non-compliant > 2.2 gpm lavatory faucet
Edna Brewer Middle	2	Non-compliant > 2.2 gpm lavatory faucet
Emerson Elementary	13	Non-compliant > 2.2 gpm general purpose faucet
Emerson Elementary	2	Non-compliant > 2.2 gpm lavatory faucet
EnCompass Academy Elementary	5	Non-compliant > 2.2 gpm general purpose faucet
EnCompass Academy Elementary	6	Non-compliant > 2.2 gpm lavatory faucet
Franklin Elementary	11	Non-compliant > 2.2 gpm general purpose faucet
Franklin Elementary	19	Non-compliant > 2.2 gpm general purpose faucet
Franklin Elementary	4	Non-compliant > 2.2 gpm lavatory faucet
Franklin Elementary	1	Non-compliant commercial dishwasher
Fred T. Korematsu Discovery Academy	8	Non-compliant > 2.2 gpm general purpose faucet
Fred T. Korematsu Discovery Academy	2	Non-compliant > 2.2 gpm general purpose faucet
Fred T. Korematsu Discovery Academy	1	Non-compliant > 2.2 gpm lavatory faucet
Hillcrest Elementary	8	Non-compliant > 2.2 gpm general purpose faucet
Hillcrest Elementary	7	Non-compliant > 2.2 gpm general purpose faucet
Hillcrest Elementary	3	Non-compliant > 2.2 gpm lavatory faucet
Hillcrest Elementary	1	Non-compliant > 2.2 gpm lavatory faucet
Home and Hospital Program	5	Non-compliant > 2.2 gpm general purpose faucet
Home and Hospital Program	1	Non-compliant > 2.2 gpm lavatory faucet
Hoover Elementary	7	Non-compliant > 2.2 gpm general purpose faucet

## Attachment D - Plumbing Scope

School	Qty	Type
Hoover Elementary	2	Non-compliant > 2.2 gpm lavatory faucet
Independent Study, Sojourner Truth	7	Non-compliant > 2.2 gpm general purpose faucet
Independent Study, Sojourner Truth	7	Non-compliant > 2.2 gpm lavatory faucet
Infant and Preschool Program	4	Non-compliant > 2.2 gpm general purpose faucet
Infant and Preschool Program	9	Non-compliant > 2.2 gpm general purpose faucet
Infant and Preschool Program	3	Non-compliant > 2.2 gpm lavatory faucet
Joaquin Miller Elementary	6	Non-compliant > 2.2 gpm general purpose faucet
Joaquin Miller Elementary	3	Non-compliant > 2.2 gpm general purpose faucet
Joaquin Miller Elementary	2	Non-compliant > 2.2 gpm general purpose faucet
Joaquin Miller Elementary	4	Non-compliant > 2.2 gpm lavatory faucet
Joaquin Miller Elementary	2	Non-compliant > 2.2 gpm lavatory faucet
LIFE Academy	15	Non-compliant > 2.2 gpm general purpose faucet
LIFE Academy	2	Non-compliant > 2.2 gpm general purpose faucet
LIFE Academy	5	Non-compliant > 2.2 gpm lavatory faucet
Lincoln Elementary	17	Non-compliant > 2.2 gpm general purpose faucet
Lincoln Elementary	10	Non-compliant > 2.2 gpm lavatory faucet
Melrose Leadership Academy	8	Non-compliant > 2.2 gpm general purpose faucet
Melrose Leadership Academy	2	Non-compliant > 2.2 gpm general purpose faucet
Melrose Leadership Academy	4	Non-compliant > 2.2 gpm lavatory faucet
MetWest High	10	Non-compliant > 2.2 gpm general purpose faucet
MetWest High	2	Non-compliant > 2.2 gpm lavatory faucet
MetWest High	2	Non-compliant > 2.2 gpm lavatory faucet
Montclair Elementary	1	Non-compliant > 2.2 gpm general purpose faucet
Montclair Elementary	10	Non-compliant > 2.2 gpm general purpose faucet
Montclair Elementary	2	Non-compliant > 2.2 gpm lavatory faucet
Montclair Elementary	1	Non-compliant > 2.2 gpm lavatory faucet
Montera Middle	4	Non-compliant > 2.2 gpm general purpose faucet
Montera Middle	2	Non-compliant > 2.2 gpm lavatory faucet
Peralta Elementary	10	Non-compliant > 2.2 gpm general purpose faucet
Piedmont Avenue Elementary	4	Non-compliant > 2.2 gpm general purpose faucet
Piedmont Avenue Elementary	1	Non-compliant > 2.2 gpm general purpose faucet
Piedmont Avenue Elementary	3	Non-compliant > 2.2 gpm general purpose faucet
Piedmont Avenue Elementary	1	Non-compliant > 2.2 gpm lavatory faucet
Piedmont Avenue Elementary	1	Non-compliant > 2.2 gpm lavatory faucet
Piedmont Avenue Elementary	3	Non-compliant > 2.2 gpm lavatory faucet
Piedmont Avenue Elementary	1	Non-compliant commercial clothes washer
Ralph J. Bunche High	18	Non-compliant > 2.2 gpm general purpose faucet
Ralph J. Bunche High	10	Non-compliant > 2.2 gpm lavatory faucet
Ralph J. Bunche High	1	Non-compliant > 2.2 gpm lavatory faucet
Reach Academy	12	Non-compliant > 2.2 gpm general purpose faucet
Redwood Heights Elementary	4	Non-compliant > 2.2 gpm general purpose faucet
Redwood Heights Elementary	6	Non-compliant > 2.2 gpm general purpose faucet
Redwood Heights Elementary	5	Non-compliant > 2.2 gpm lavatory faucet
Redwood Heights Elementary	1	Non-compliant > 2.2 gpm lavatory faucet
Rise Community	6	Non-compliant > 2.2 gpm lavatory faucet
Rise Community	1	Non-compliant > 2.2 gpm lavatory faucet
Sankofa United	3	Non-compliant > 2.2 gpm general purpose faucet
Sankofa United	2	Non-compliant > 2.2 gpm general purpose faucet

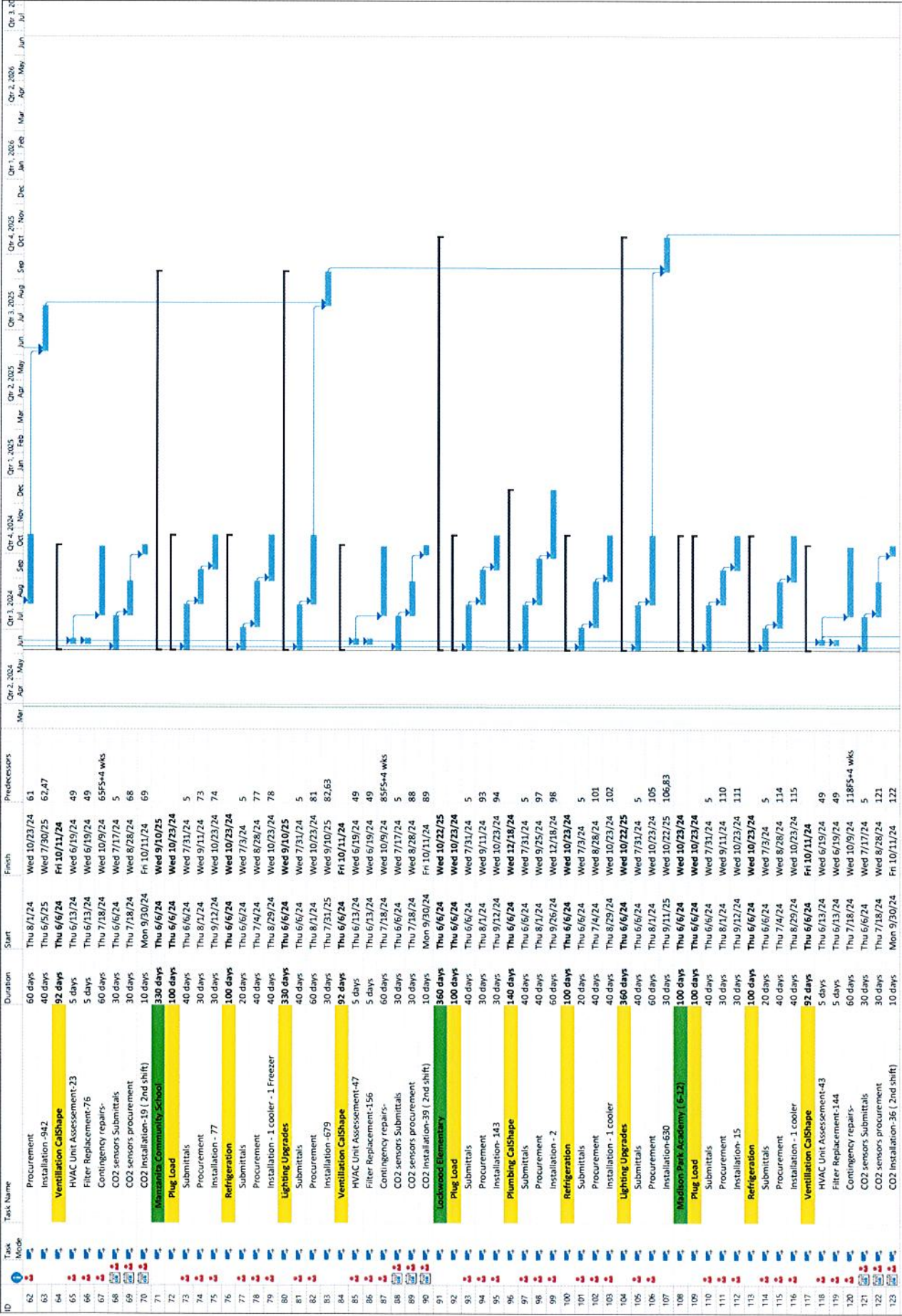
Attachment D - Plumbing Scope

School	Qty	Type
Sankofa United	5	Non-compliant > 2.2 gpm lavatory faucet
Sequoia Elementary	4	Non-compliant > 2.2 gpm general purpose faucet
Sequoia Elementary	1	Non-compliant > 2.2 gpm general purpose faucet
Sequoia Elementary	3	Non-compliant > 2.2 gpm lavatory faucet
Sequoia Elementary	1	Non-compliant > 2.2 gpm lavatory faucet
Street Academy (Alternative)	1	Non-compliant > 2.2 gpm general purpose faucet
Street Academy (Alternative)	1	Non-compliant > 2.2 gpm lavatory faucet
Think College Now	7	Non-compliant > 2.2 gpm general purpose faucet
Think College Now	4	Non-compliant > 2.2 gpm lavatory faucet
Think College Now	1	Non-compliant > 2.2 gpm lavatory faucet
Thornhill Elementary	12	Non-compliant > 2.2 gpm general purpose faucet
Thornhill Elementary	4	Non-compliant > 2.2 gpm lavatory faucet
Thornhill Elementary	1	Non-compliant > 2.2 gpm lavatory faucet
Thornhill Elementary	1	Non-compliant > 2.2 gpm lavatory faucet
Thornhill Elementary	2	Non-compliant > 2.2 gpm lavatory faucet
Urban Promise Academy	6	Non-compliant > 2.2 gpm general purpose faucet
Oakland High School	1	Non-compliant Ice Machine

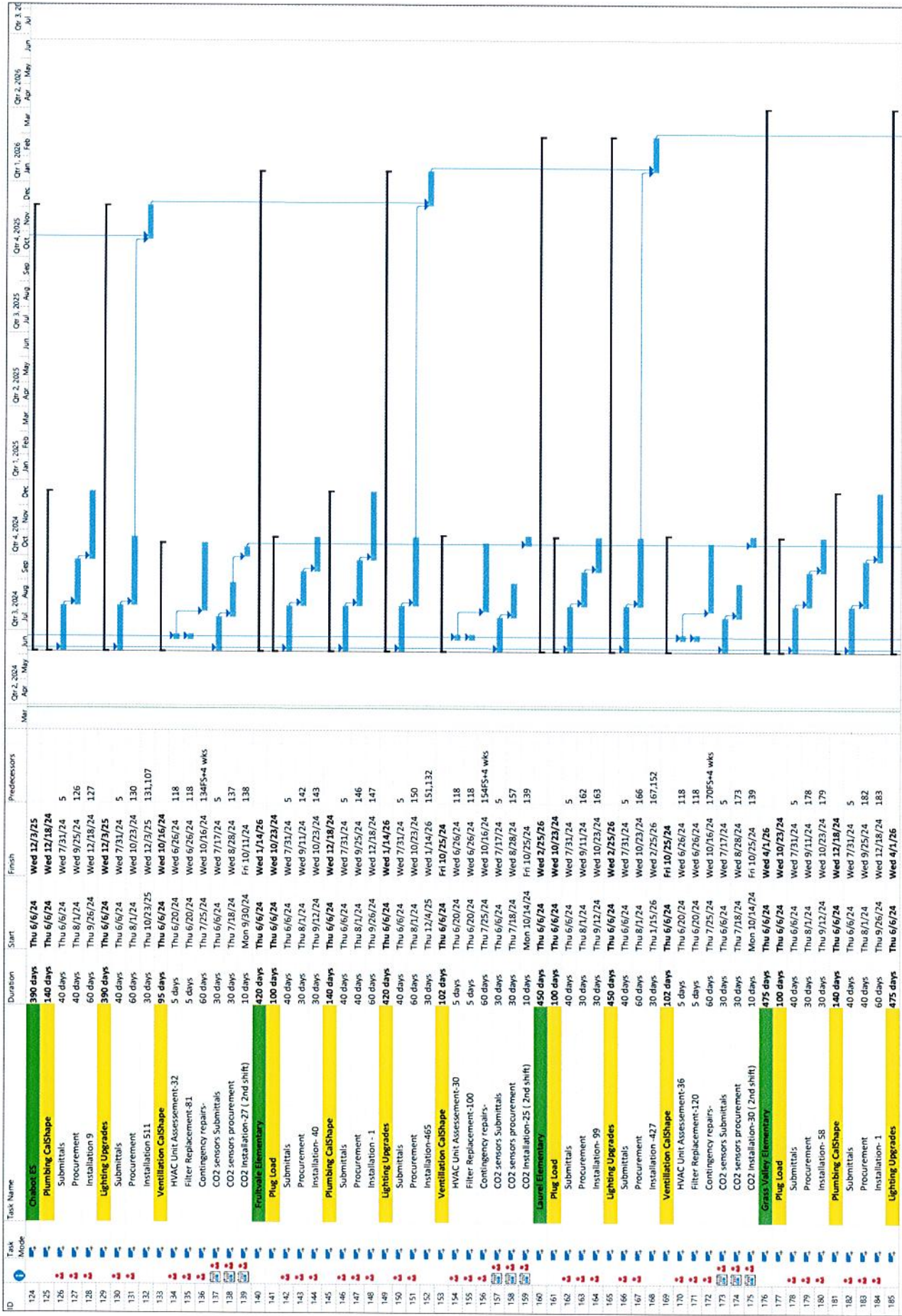
**EXHIBIT B**  
**CONSTRUCTION WORK SCHEDULE AND PROVISIONS**



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors
1		Oakland USD Energy Project Schedule	565 days	Thu 4/25/24	Wed 6/24/26	
2	Executed Contract	Executed Contract	30 days	Thu 4/25/24	Wed 6/5/24	
3	Notice to Proceed	Notice to Proceed	0 days	Thu 4/25/24	Thu 4/25/24	
4	Issue Subcontracts	Issue Subcontracts	0 days	Wed 5/8/24	Wed 5/8/24	3FS+10 days
5	Plug Load	Plug Load	20 days	Thu 5/9/24	Wed 6/5/24	4
6	Submittals	Submittals	180 days	Thu 6/6/24	Wed 2/12/25	
7	Procurement	Procurement	100 days	Thu 6/6/24	Wed 10/23/24	
8	Installation-187	Installation-187	40 days	Thu 6/6/24	Wed 7/31/24	5
9	Plumbing CalShape	Plumbing CalShape	30 days	Thu 8/1/24	Wed 9/11/24	8
10	Submittals	Submittals	30 days	Thu 9/12/24	Wed 10/23/24	9
11	Procurement	Procurement	140 days	Thu 6/6/24	Wed 12/18/24	
12	Installation-1	Installation-1	40 days	Thu 6/6/24	Wed 7/31/24	5
13	Transformer upgrade	Transformer upgrade	60 days	Thu 8/21/24	Wed 9/25/24	12
14	Submittals	Submittals	100 days	Thu 9/26/24	Wed 12/18/24	13
15	Procurement	Procurement	20 days	Thu 6/6/24	Wed 7/31/24	5
16	Installation-6	Installation-6	40 days	Thu 7/14/24	Wed 8/28/24	16
17	Submittals	Submittals	40 days	Thu 8/29/24	Wed 10/23/24	17
18	Refrigeration	Refrigeration	100 days	Thu 6/6/24	Wed 10/23/24	
19	Submittals	Submittals	20 days	Thu 6/6/24	Wed 7/31/24	5
20	Procurement	Procurement	40 days	Thu 7/14/24	Wed 8/28/24	20
21	Installation - 2 coolers - 7 motors	Installation - 2 coolers - 7 motors	40 days	Thu 8/29/24	Wed 10/23/24	21
22	Lighting Upgrades	Lighting Upgrades	180 days	Thu 6/6/24	Wed 2/12/25	
23	Submittals	Submittals	40 days	Thu 6/6/24	Wed 7/31/24	5
24	Procurement	Procurement	60 days	Thu 8/1/24	Wed 10/23/24	24
25	Installation-2192	Installation-2192	80 days	Thu 10/24/24	Wed 2/12/25	25
26	Ventilation CalShape	Ventilation CalShape	92 days	Thu 6/6/24	Fri 10/11/24	
27	HVAC Unit Assessment-95	HVAC Unit Assessment-95	5 days	Thu 6/6/24	Wed 6/12/24	5
28	Filter Replacement-316	Filter Replacement-316	5 days	Thu 6/6/24	Wed 6/12/24	28SS
29	Contingency repairs-	Contingency repairs-	60 days	Thu 7/11/24	Wed 10/2/24	28FS+4 wks
30	CO2 sensors Submittals	CO2 sensors Submittals	30 days	Thu 6/6/24	Wed 7/17/24	5
31	CO2 sensors procurement	CO2 sensors procurement	30 days	Thu 7/18/24	Wed 8/28/24	31
32	CO2 Installation-79 (2nd shift)	CO2 Installation-79 (2nd shift)	10 days	Mon 9/30/24	Fri 10/11/24	32
33	Calvin Simmons MS	Calvin Simmons MS	220 days	Thu 6/6/24	Wed 4/9/25	
34	Lighting Upgrades	Lighting Upgrades	220 days	Thu 6/6/24	Wed 4/9/25	
35	Submittals	Submittals	40 days	Thu 6/6/24	Wed 7/31/24	5
36	Procurement	Procurement	60 days	Thu 8/1/24	Wed 10/23/24	36
37	Installation 1104	Installation 1104	40 days	Thu 2/13/25	Wed 4/9/25	37,26
38	Plug Load	Plug Load	260 days	Thu 6/6/24	Wed 6/4/25	
39	Submittals	Submittals	100 days	Thu 6/6/24	Wed 10/23/24	
40	Procurement	Procurement	40 days	Thu 6/6/24	Wed 7/31/24	5
41	Installation-38	Installation-38	30 days	Thu 8/1/24	Wed 9/11/24	41
42	Lighting Upgrades	Lighting Upgrades	260 days	Thu 6/6/24	Wed 10/23/24	42
43	Submittals	Submittals	40 days	Thu 6/6/24	Wed 7/31/24	5
44	Procurement	Procurement	60 days	Thu 8/1/24	Wed 10/23/24	45
45	Installation-1027	Installation-1027	40 days	Thu 4/10/25	Wed 6/4/25	46,38
46	Ventilation CalShape	Ventilation CalShape	92 days	Thu 6/6/24	Fri 10/11/24	
47	HVAC Unit Assessment-28	HVAC Unit Assessment-28	5 days	Thu 6/6/24	Wed 6/12/24	5
48	Filter Replacement-92	Filter Replacement-92	5 days	Thu 6/6/24	Wed 6/12/24	49SS
49	Contingency repairs-	Contingency repairs-	60 days	Thu 7/11/24	Wed 10/2/24	49FS+4 wks
50	CO2 sensors Submittals	CO2 sensors Submittals	30 days	Thu 6/6/24	Wed 7/17/24	5
51	CO2 sensors procurement	CO2 sensors procurement	30 days	Thu 7/18/24	Wed 8/28/24	52
52	CO2 Installation-23 (2nd shift)	CO2 Installation-23 (2nd shift)	10 days	Mon 9/30/24	Fri 10/11/24	53
53	New Highland Academy	New Highland Academy	300 days	Thu 6/6/24	Wed 7/30/25	
54	Plug Load	Plug Load	100 days	Thu 6/6/24	Wed 10/23/24	
55	Submittals	Submittals	40 days	Thu 6/6/24	Wed 7/31/24	5
56	Procurement	Procurement	30 days	Thu 8/1/24	Wed 9/11/24	57
57	Installation-82	Installation-82	30 days	Thu 9/12/24	Wed 10/23/24	58
58	Lighting Upgrades	Lighting Upgrades	300 days	Thu 6/6/24	Wed 7/30/25	
59	Submittals	Submittals	40 days	Thu 6/6/24	Wed 7/31/24	5

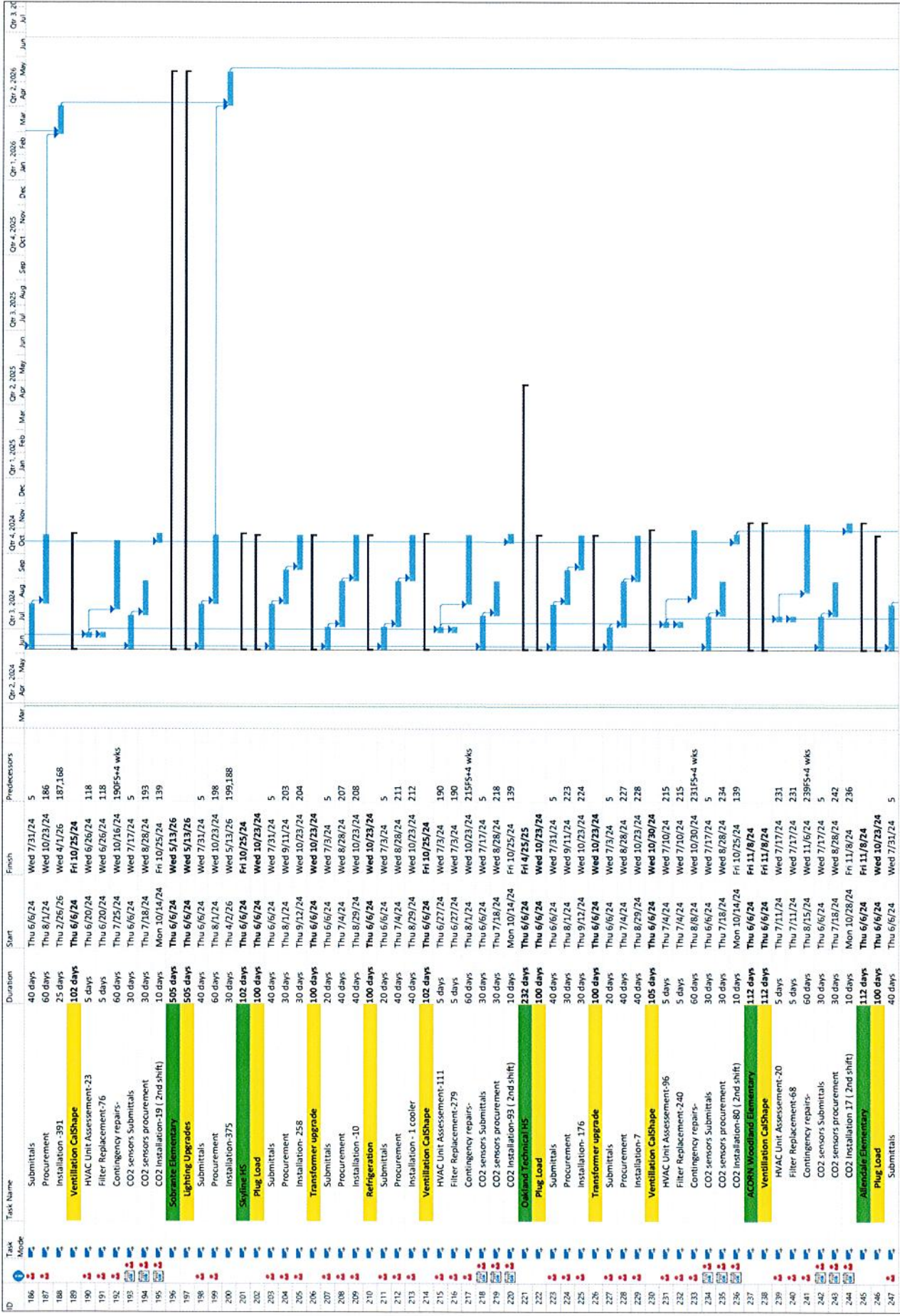






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 Date: Thu 3/28/24

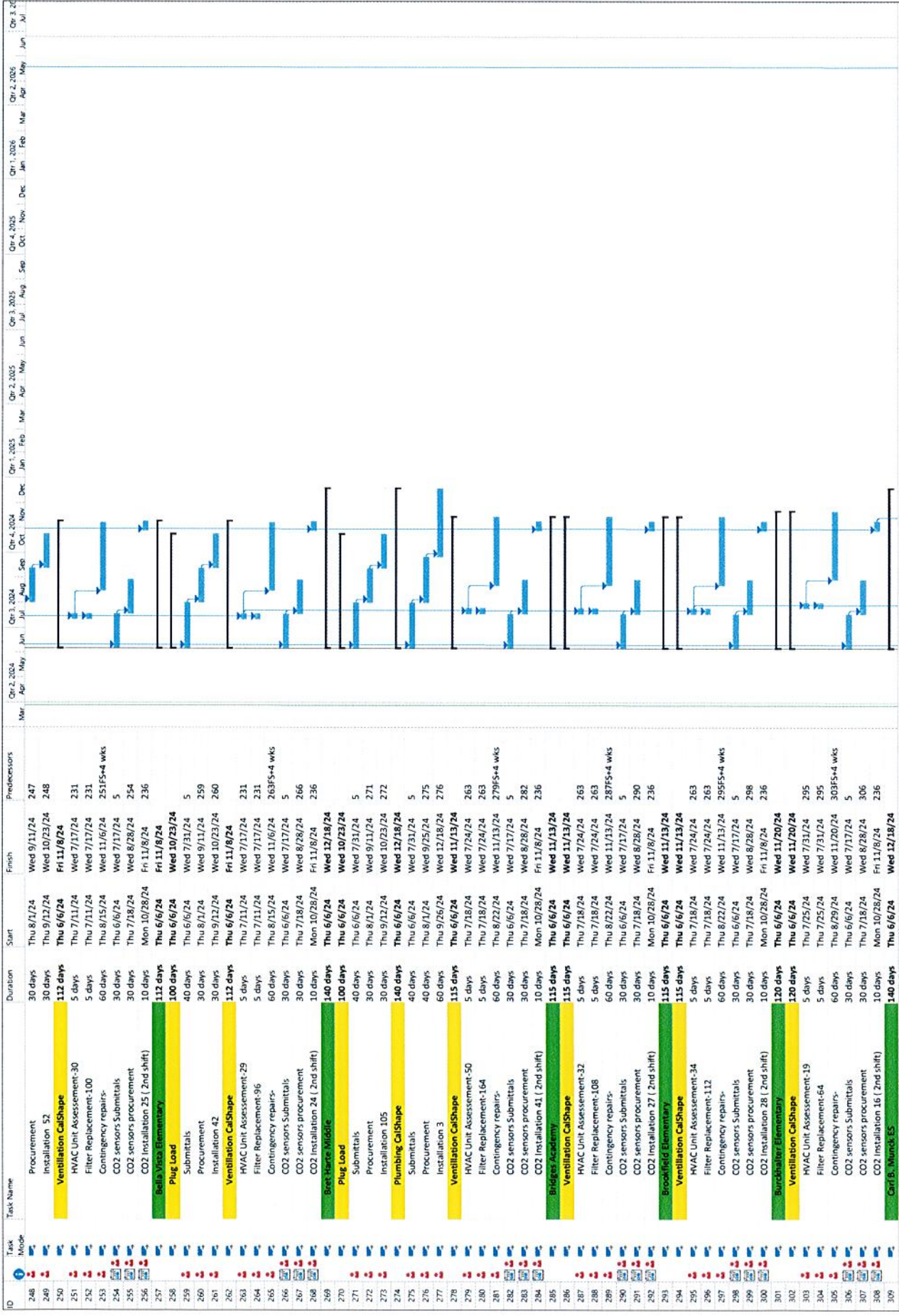
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Project: Oakland USD milestone  
Date: Thu 3/28/24

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Task Mode	Task Name	Duration	Start	Finish	Precursors
310	Plumbing CalShape	140 days	Thu 6/6/24	Wed 12/18/24	
311	Submittals	40 days	Thu 6/6/24	Wed 7/31/24	5
312	Procurement	40 days	Thu 8/1/24	Wed 9/25/24	311
313	Installation 17	60 days	Thu 9/26/24	Wed 12/18/24	312
314	Ventilation CalShape	122 days	Thu 6/6/24	Fri 11/22/24	
315	HVAC Unit Assessment-26	5 days	Thu 7/25/24	Thu 7/31/24	295
316	Filter Replacement-66	5 days	Thu 7/25/24	Wed 7/31/24	295
317	Contingency repairs	60 days	Thu 8/29/24	Wed 11/20/24	315FS+4 wks
318	CO2 sensors Submittals	30 days	Thu 6/6/24	Wed 7/17/24	5
319	CO2 sensors procurement	30 days	Thu 7/18/24	Wed 8/28/24	318
320	CO2 installation 22 ( 2nd shift)	10 days	Mon 11/11/24	Fri 11/22/24	308
321	Contingency-16	122 days	Thu 6/6/24	Fri 11/22/24	
322	Ventilation CalShape	122 days	Thu 6/6/24	Fri 11/22/24	
323	HVAC Unit Assessment-87	5 days	Thu 7/25/24	Wed 7/31/24	295
324	Filter Replacement-288	5 days	Thu 7/25/24	Wed 7/31/24	295
325	Contingency repairs	60 days	Thu 8/29/24	Wed 11/20/24	323FS+4 wks
326	CO2 sensors Submittals	30 days	Thu 6/6/24	Wed 7/17/24	5
327	CO2 sensors procurement	30 days	Thu 7/18/24	Wed 8/28/24	326
328	CO2 installation 72 ( 2nd shift)	10 days	Mon 11/11/24	Fri 11/22/24	308
329	Contingency-16	140 days	Thu 6/6/24	Wed 12/18/24	
330	Plumbing CalShape	140 days	Thu 6/6/24	Wed 12/18/24	
331	Submittals	40 days	Thu 6/6/24	Wed 7/31/24	5
332	Procurement	40 days	Thu 8/1/24	Wed 9/25/24	331
333	Installation -13	60 days	Thu 9/26/24	Wed 12/18/24	332
334	Ventilation CalShape	125 days	Thu 6/6/24	Wed 11/27/24	
335	HVAC Unit Assessment-29	5 days	Thu 8/1/24	Wed 8/7/24	323
336	Filter Replacement-72	5 days	Thu 8/1/24	Wed 8/7/24	323
337	Contingency repairs	60 days	Thu 9/5/24	Wed 11/27/24	335FS+4 wks
338	CO2 sensors Submittals	30 days	Thu 6/6/24	Wed 7/17/24	5
339	CO2 sensors procurement	30 days	Thu 7/18/24	Wed 8/28/24	338
340	CO2 installation-24 ( 2nd shift)	10 days	Mon 11/11/24	Fri 11/22/24	308
341	Cleveland ES	140 days	Thu 6/6/24	Wed 12/18/24	
342	Plumbing CalShape	140 days	Thu 6/6/24	Wed 12/18/24	
343	Submittals	40 days	Thu 6/6/24	Wed 7/31/24	5
344	Procurement	40 days	Thu 8/1/24	Wed 9/25/24	343
345	Installation -13	60 days	Thu 9/26/24	Wed 12/18/24	344
346	Ventilation CalShape	125 days	Thu 6/6/24	Wed 11/27/24	
347	HVAC Unit Assessment-19	5 days	Thu 8/1/24	Wed 8/7/24	323
348	Filter Replacement-48	5 days	Thu 8/1/24	Wed 8/7/24	323
349	Contingency repairs	60 days	Thu 9/5/24	Wed 11/27/24	347FS+4 wks
350	CO2 sensors Submittals	30 days	Thu 6/6/24	Wed 7/17/24	5
351	CO2 sensors procurement	30 days	Thu 7/18/24	Wed 8/28/24	350
352	CO2 installation-16 ( 2nd shift)	10 days	Mon 11/11/24	Fri 11/22/24	308
353	Ventilation CalShape	125 days	Thu 6/6/24	Wed 11/27/24	
354	HVAC Unit Assessment-47	5 days	Thu 8/1/24	Wed 8/7/24	323
355	Filter Replacement-156	5 days	Thu 8/1/24	Wed 8/7/24	323
356	Contingency repairs	60 days	Thu 9/5/24	Wed 11/27/24	355FS+4 wks
357	CO2 sensors Submittals	30 days	Thu 6/6/24	Wed 7/17/24	5
358	CO2 sensors procurement	30 days	Thu 7/18/24	Wed 8/28/24	358
359	CO2 installation-39 ( 2nd shift)	10 days	Mon 11/11/24	Fri 11/22/24	308
360	Community Day	130 days	Thu 6/6/24	Wed 12/4/24	
361	Ventilation CalShape	130 days	Thu 6/6/24	Wed 12/4/24	
362	HVAC Unit Assessment-6	5 days	Thu 8/8/24	Wed 8/14/24	355
363	Filter Replacement-16	5 days	Thu 8/8/24	Wed 8/14/24	355
364	Contingency repairs	60 days	Thu 9/12/24	Wed 12/4/24	363FS+4 wks
365	CO2 sensors Submittals	30 days	Thu 6/6/24	Wed 7/17/24	5
366	CO2 sensors procurement	30 days	Thu 7/18/24	Wed 8/28/24	366
367	CO2 installation-4 ( 2nd shift)	10 days	Mon 11/11/24	Fri 11/22/24	308
368	Community United Elementary	140 days	Thu 6/6/24	Wed 12/18/24	
369	Plumbing CalShape	140 days	Thu 6/6/24	Wed 12/18/24	
370	Submittals	40 days	Thu 6/6/24	Wed 7/31/24	5

Project: Oakland USD milestone  
Date: Thu 3/28/24

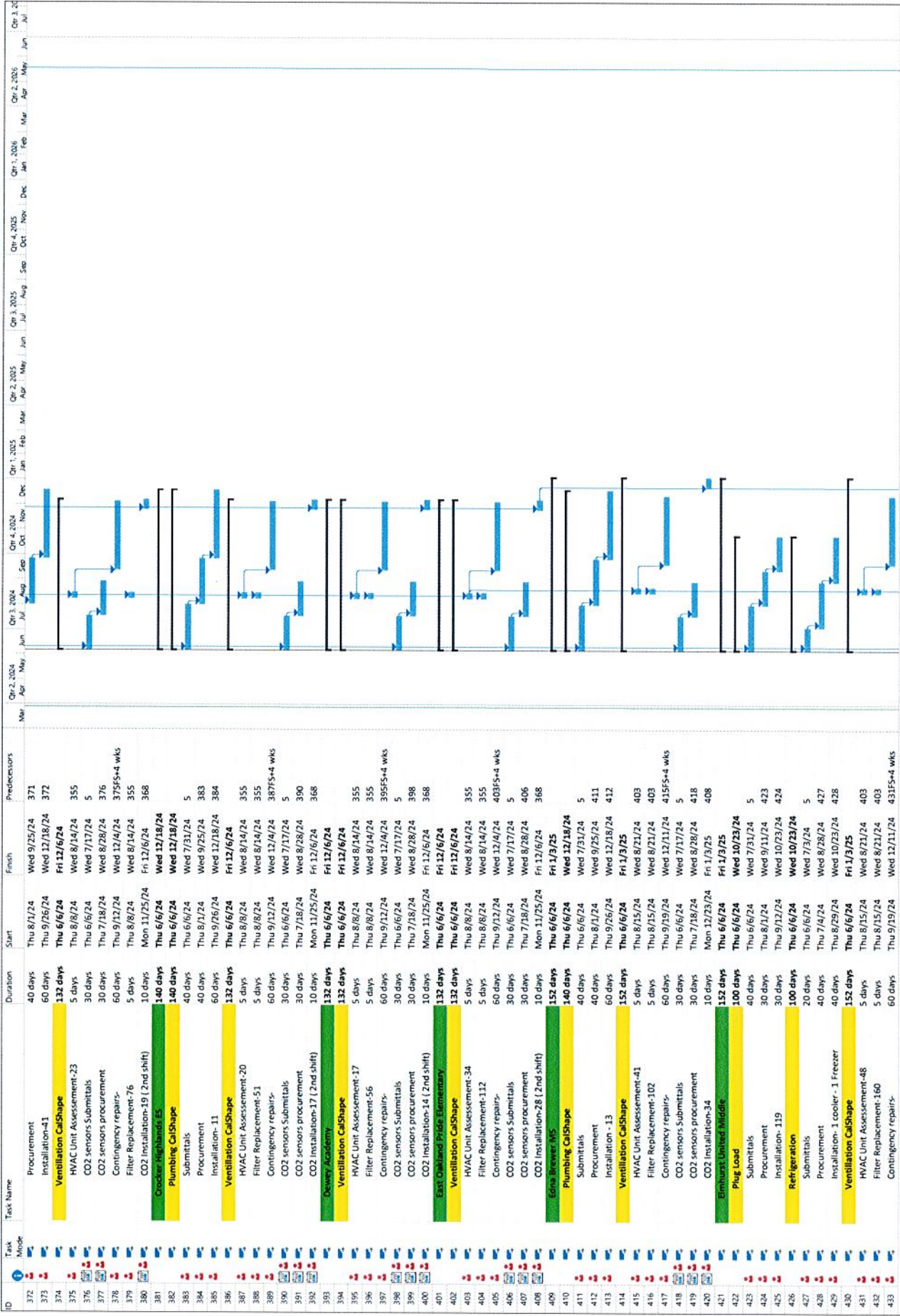
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Split: Inactive Milestone, Inactive Summary, Manual Task  
Milestone: Manual Task

Duration only: Manual Summary Rollup, Manual Summary  
Start-only: Start-only, Finish-only  
External Milestone: External Milestone, Deadline, Progress

Manual Progress

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Project: Oakland USD milestone  
 Date: Thu 3/28/24

Task: Milestone

Summary: Summary, Project Summary, Inactive Task

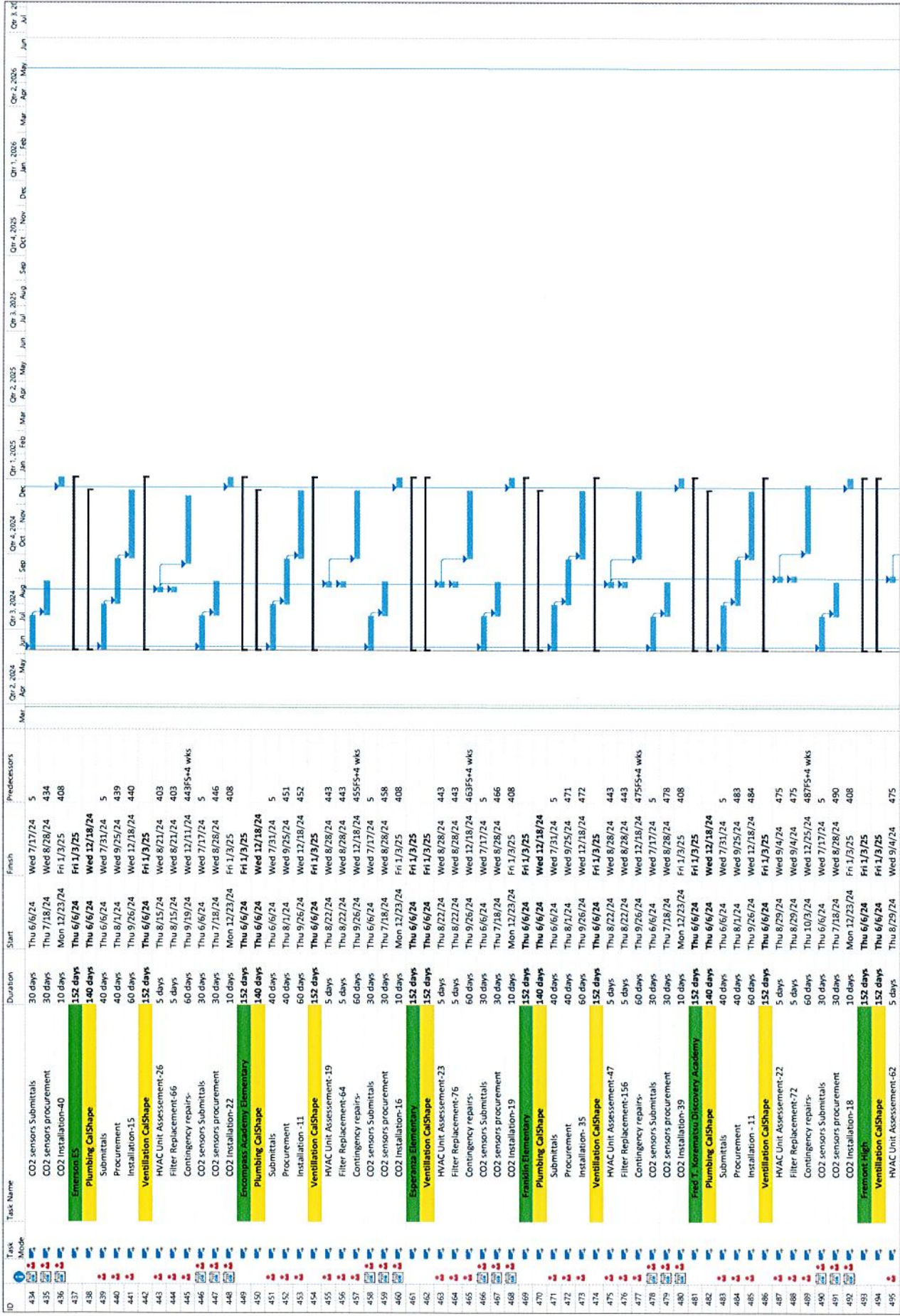
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Duration only: Duration only, Manual Summary Rollup, Manual Summary

Start only: Start only, Finish only, External Task

External Milestone: External Milestone, Deadline, Progress

Manual Progress: Manual Progress



Project: Oakland USD milestone  
 Date: Thu 3/26/24

Task: **Summary** | Inactive Milestone | Inactive Summary | Manual Task

Milestone: **Split** | **Manual Summary** | **Manual Task**

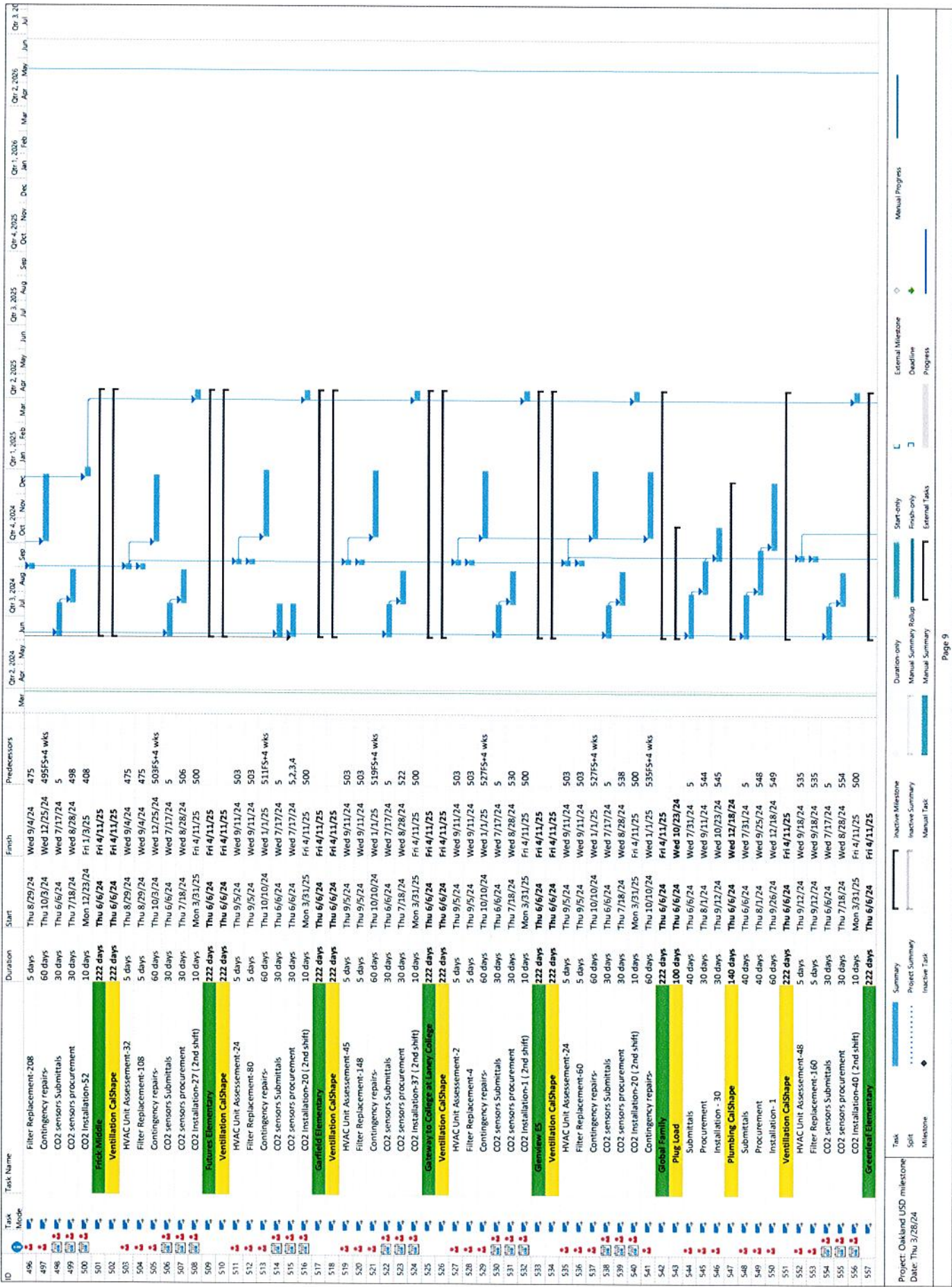
Task: **Duration-only** | **Manual Summary Rollup** | **Manual Summary**

Task: **Start-only** | **Finish-only** | **External Task**

External Milestone: **Deadline** | **Progress**

Manual Progress





Task: Split Milestone

Project Summary: Inactive Task

Summary: Inactive Milestone

Manual Summary: Manual Task

Duration only: Manual Summary Rollup

Start-only: Start-only

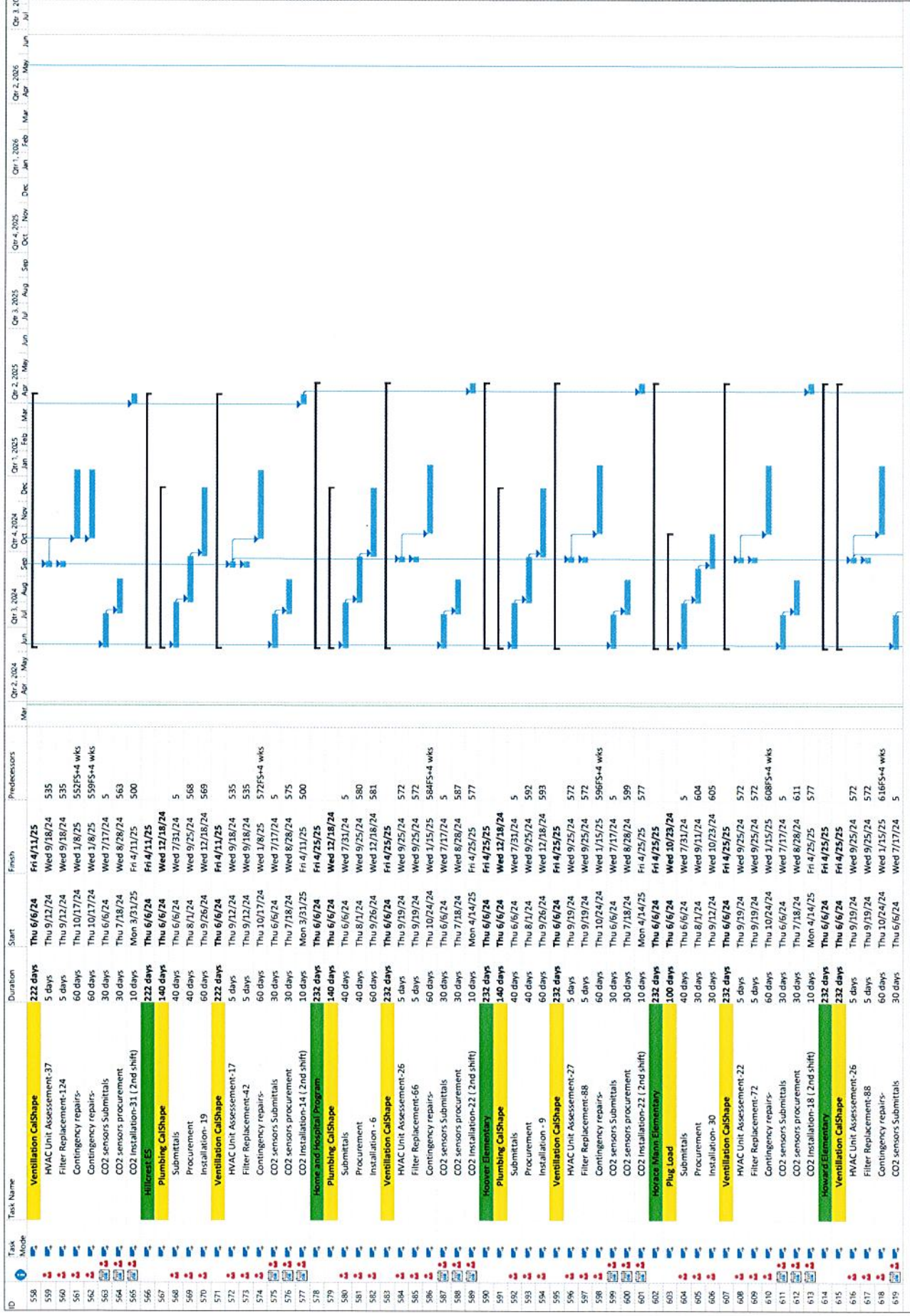
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External Milestone: External Milestone

Deadline: Deadline

Manual Progress: Manual Progress

Progress: Progress



Project: Oakland USD milestone  
Date: Thu 3/28/24

Manual Progress

Task: Ventilation CalShape

Task Summary: Inactive Task

Milestone: Inactive Milestone

Duration-only: Manual Summary Rollup

Manual Summary: Manual Task

Start-only: Start-only

Finish-only: Finish-only

External Tasks: External Tasks

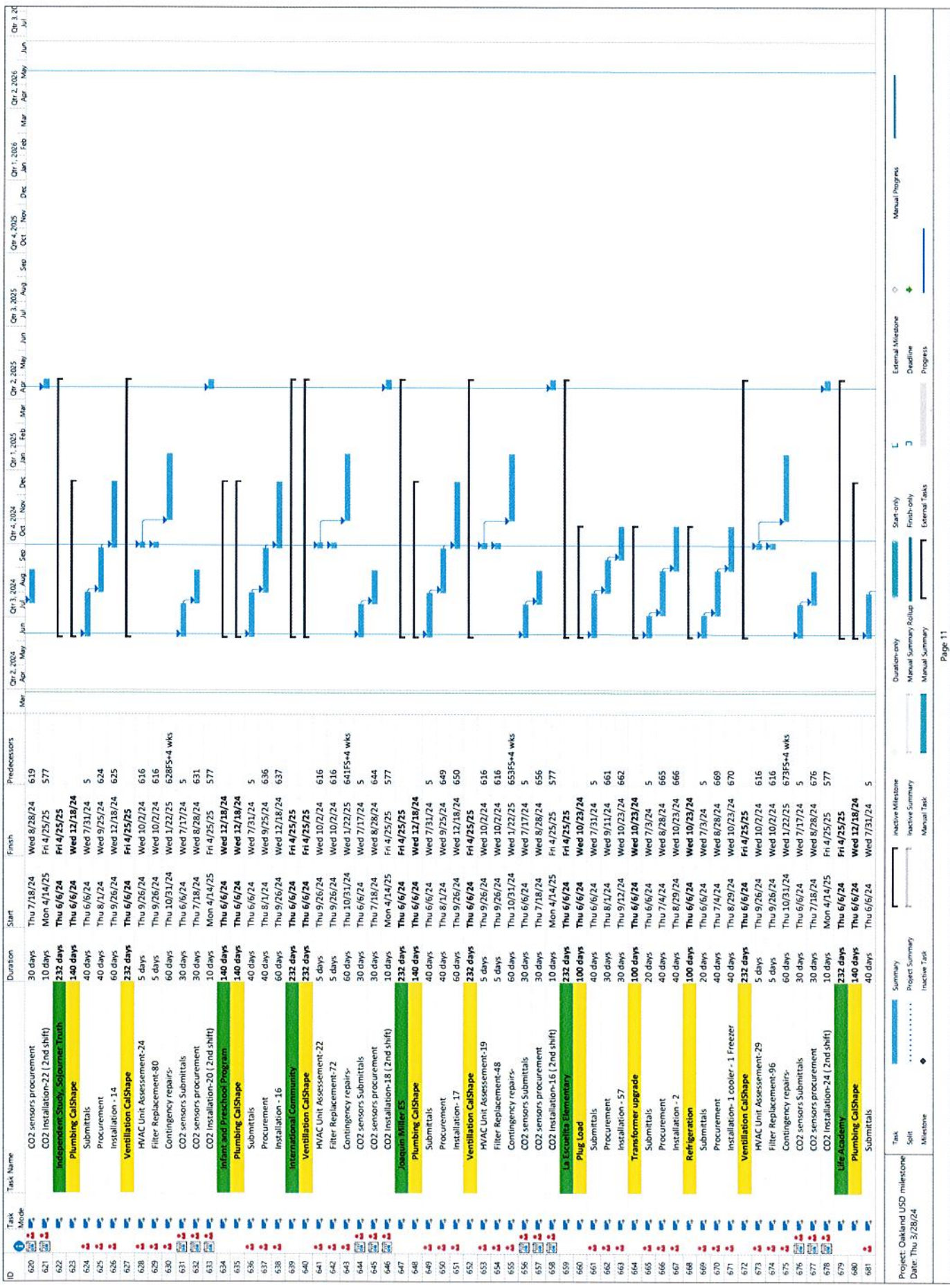
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Deadline: Deadline

Progress: Progress

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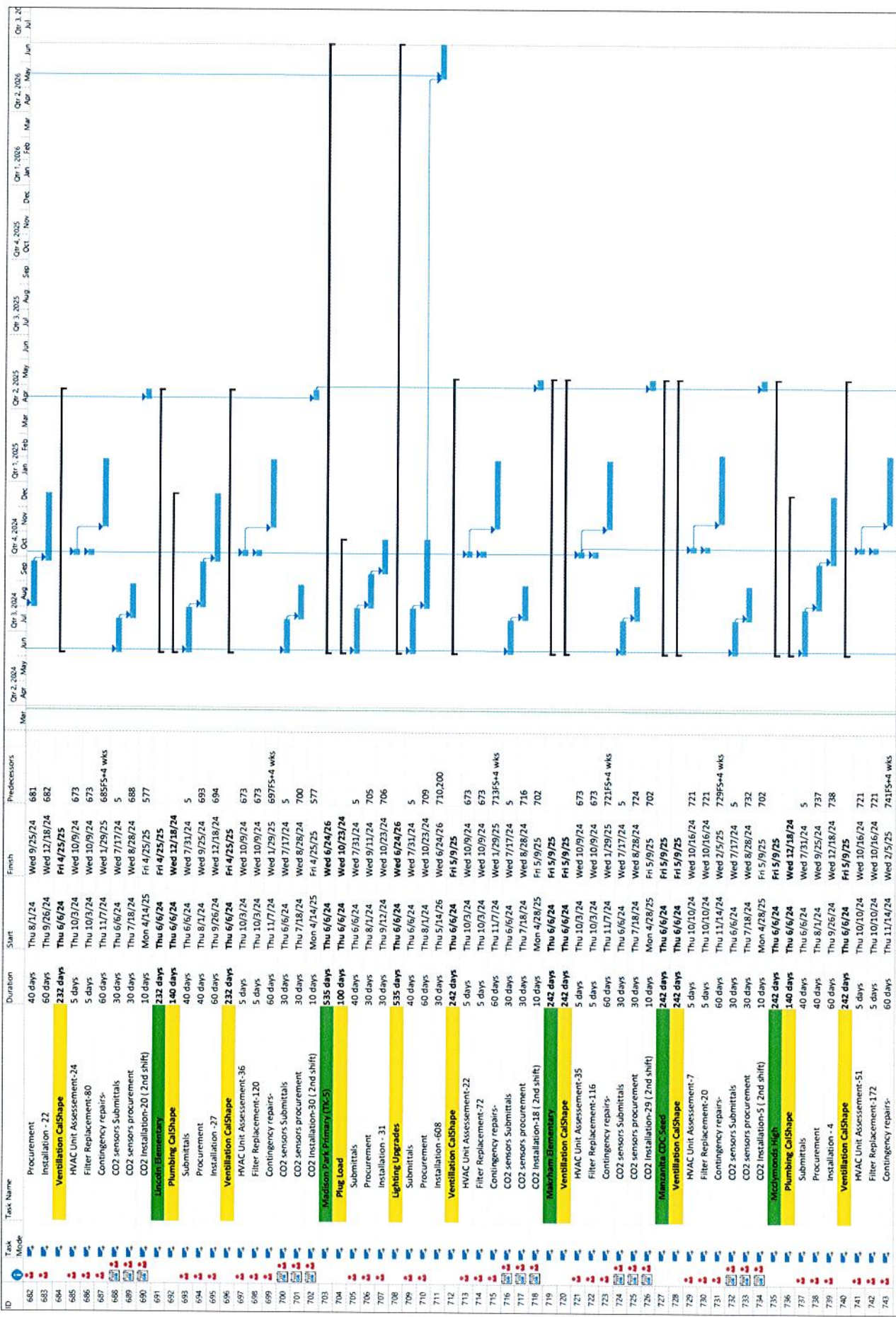




Task:  Task  Milestone  Summary  Project Summary  Inactive Task  Inactive Milestone  Inactive Summary  Manual Task  Manual Summary  Manual Rollup  External Tasks  External Milestone  External Progress  Manual Progress

Duration:  Start only  Finish only

Project: Oakland USD milestone  
 Date: Thu 3/28/24



Project: Oakland USD milestone  
Date: Thu 3/28/24

Task: Summary, Project Summary, Inactive Task, Milestone, Split, Task

Duration only: Manual Summary, Rollup, Manual Summary

Start-only: Start-only, Finish-only, External Tasks

External Milestone: External Milestone, Deadline, Progress

Manual Progress: Manual Progress

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806	Filter Replacement-40		5 days	Thu 10/24/24	Wed 10/30/24	777												
807	Contingency repairs-		60 days	Thu 11/28/24	Wed 2/19/25	805FS+4 wks												
808	CO2 sensors Submittals		30 days	Thu 6/6/24	Wed 7/17/24	5												
809	CO2 sensors procurement		30 days	Thu 7/18/24	Wed 8/28/24	808												
810	CO2 Installation-10		10 days	Mon 6/30/25	Fri 7/11/25	802												
811	Parade Elementary		287 days	Thu 6/6/24	Fri 7/11/25													
812	Ventilation CalShape		287 days	Thu 6/6/24	Fri 7/11/25													
813	HVAC Unit Assessment-25		5 days	Thu 10/24/24	Wed 10/30/24	777												
814	Filter Replacement-84		5 days	Thu 10/24/24	Wed 10/30/24	777												
815	Contingency repairs-		60 days	Thu 11/28/24	Wed 2/19/25	813FS+4 wks												
816	CO2 sensors Submittals		30 days	Thu 6/6/24	Wed 7/17/24	5												
817	CO2 sensors procurement		30 days	Thu 7/18/24	Wed 8/28/24	816												
818	CO2 Installation-21		10 days	Mon 6/30/25	Fri 7/11/25	802												
819	Parade ES		287 days	Thu 6/6/24	Fri 7/11/25													
820	Plumbing CalShape		140 days	Thu 6/6/24	Wed 12/18/24													
821	Submittals		40 days	Thu 6/6/24	Wed 6/26/24	5												
822	Procurement		40 days	Thu 8/1/24	Wed 9/25/24	821												
823	Installation-10		60 days	Thu 9/26/24	Wed 11/18/24	822												
824	Ventilation CalShape		287 days	Thu 6/6/24	Fri 7/11/25													
825	HVAC Unit Assessment-18		5 days	Thu 10/31/24	Wed 11/6/24	813												
826	Filter Replacement-45		5 days	Thu 10/31/24	Wed 11/6/24	813												
827	Contingency repairs-		60 days	Thu 11/25/24	Wed 2/26/25	825FS+4 wks												
828	CO2 sensors Submittals		30 days	Thu 6/6/24	Wed 7/17/24	5												
829	CO2 sensors procurement		30 days	Thu 7/18/24	Wed 8/28/24	828												
830	CO2 Installation-15		10 days	Mon 6/30/25	Fri 7/11/25	802												
831	Prescott Ave ES		287 days	Thu 6/6/24	Fri 7/11/25													
832	Plumbing CalShape		140 days	Thu 6/6/24	Wed 12/18/24													
833	Submittals		40 days	Thu 6/6/24	Wed 7/31/24	5												
834	Procurement		40 days	Thu 8/1/24	Wed 9/25/24	833												
835	Installation-14		60 days	Thu 9/26/24	Wed 11/18/24	834												
836	Ventilation CalShape		287 days	Thu 6/6/24	Fri 7/11/25													
837	HVAC Unit Assessment-24		5 days	Thu 10/31/24	Wed 11/6/24	813												
838	Filter Replacement-60		5 days	Thu 10/31/24	Wed 11/6/24	813												
839	Contingency repairs-		60 days	Thu 12/5/24	Wed 2/26/25	837FS+4 wks												
840	CO2 sensors Submittals		30 days	Thu 6/6/24	Wed 7/17/24	5												
841	CO2 sensors procurement		30 days	Thu 7/18/24	Wed 8/28/24	840												
842	CO2 Installation-20		10 days	Mon 6/30/25	Fri 7/11/25	802												
843	Prescott ES		287 days	Thu 6/6/24	Fri 7/11/25													
844	Ventilation CalShape		287 days	Thu 6/6/24	Fri 7/11/25													
845	HVAC Unit Assessment-27		5 days	Thu 10/31/24	Wed 11/6/24	813												
846	Filter Replacement-88		5 days	Thu 10/31/24	Wed 11/6/24	813												
847	Contingency repairs-		60 days	Thu 12/5/24	Wed 2/26/25	845FS+4 wks												
848	CO2 sensors Submittals		30 days	Thu 6/6/24	Wed 7/17/24	5												
849	CO2 sensors procurement		30 days	Thu 7/18/24	Wed 8/28/24	848												
850	CO2 Installation-22		10 days	Mon 6/30/25	Fri 7/11/25	802												
851	Ralph J. Bunche High		287 days	Thu 6/6/24	Fri 7/11/25													
852	Plumbing CalShape		140 days	Thu 6/6/24	Wed 12/18/24													
853	Submittals		40 days	Thu 6/6/24	Wed 7/31/24	5												
854	Procurement		40 days	Thu 8/1/24	Wed 9/25/24	853												
855	Installation - 29		60 days	Thu 9/26/24	Wed 11/18/24	854												
856	Ventilation CalShape		287 days	Thu 6/6/24	Fri 7/11/25													
857	HVAC Unit Assessment-19		5 days	Thu 10/31/24	Wed 11/6/24	813												
858	Filter Replacement-64		5 days	Thu 10/31/24	Wed 11/6/24	813												
859	Contingency repairs-		60 days	Thu 12/5/24	Wed 2/26/25	857FS+4 wks												
860	CO2 sensors Submittals		30 days	Thu 6/6/24	Wed 7/17/24	5												
861	CO2 sensors procurement		30 days	Thu 7/18/24	Wed 8/28/24	860												
862	CO2 Installation-16		10 days	Mon 6/30/25	Fri 7/11/25	802												
863	Bench Academy/One Academy		287 days	Thu 6/6/24	Fri 7/11/25													
864	Plumbing CalShape		140 days	Thu 6/6/24	Wed 12/18/24													
865	Submittals		40 days	Thu 6/6/24	Wed 7/31/24	5												
866	Procurement		40 days	Thu 8/1/24	Wed 9/25/24	865												
867	Installation - 12		60 days	Thu 9/26/24	Wed 11/18/24	866												

Project: Oakland USD milestone  
Date: Thu 3/28/24

Task: Summary, Inactive Milestone, Inactive Summary, Inactive Task, Milestone, Split, Task

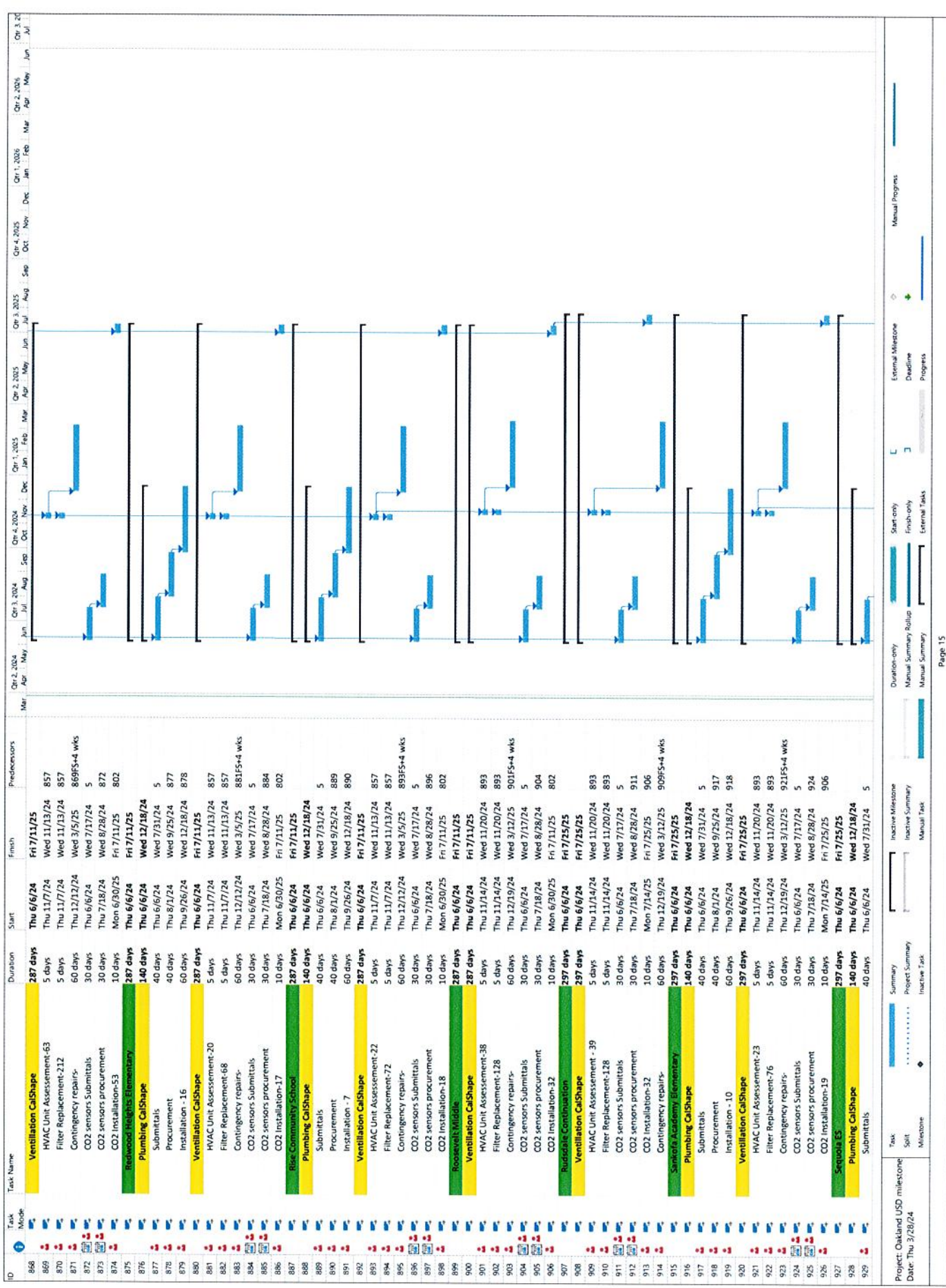
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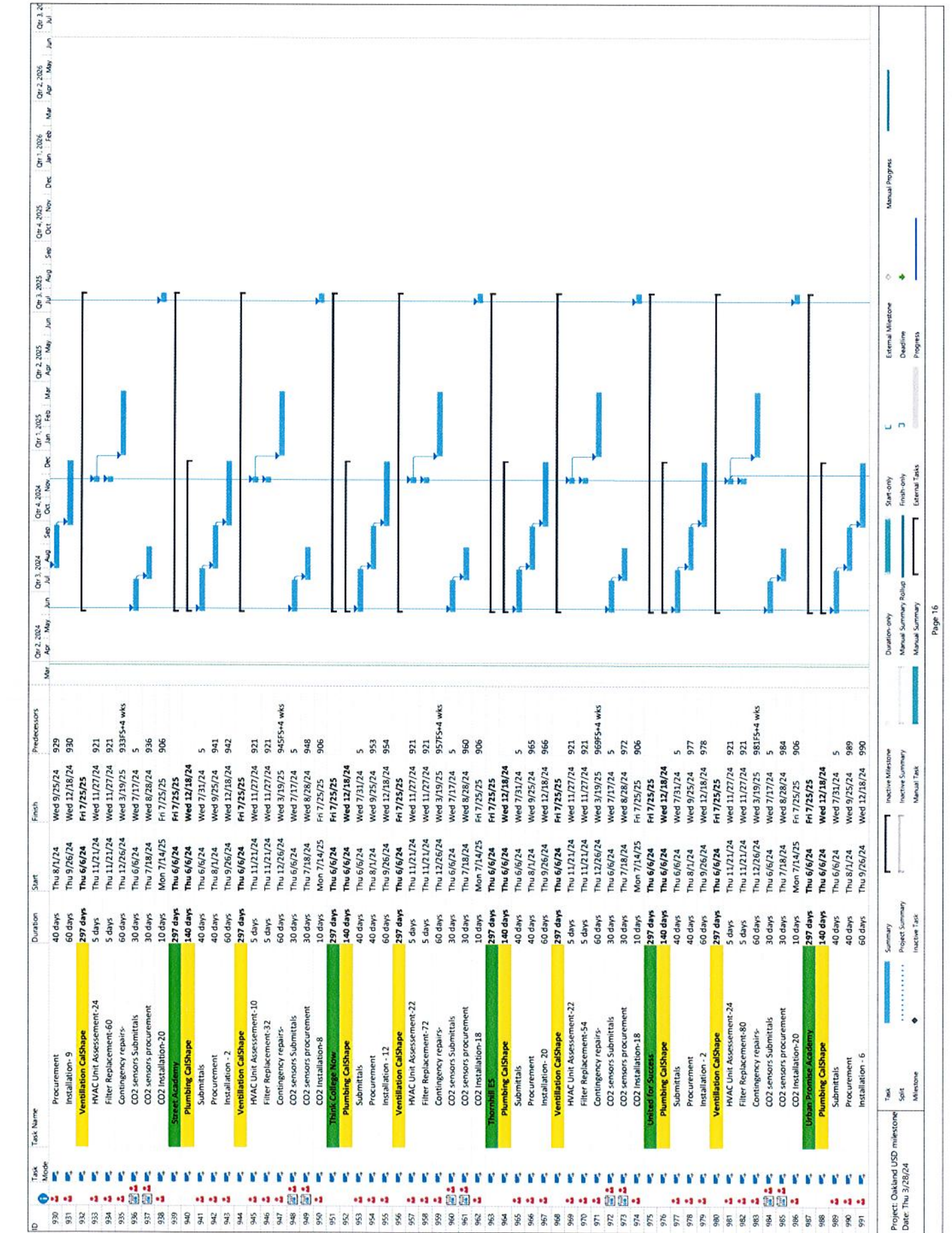
Start only, Finish only, External Tasks

External Milestone, Deadline, Progress

Manual Progress









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992	Task	Ventilation CalShape	297 days	Thu 6/6/24	Fri 7/25/25										
993	Task	HVAC Unit Assessment-20	5 days	Thu 11/28/24	Wed 12/4/24	981									
994	Task	Filter Replacement-64	5 days	Thu 11/28/24	Wed 12/4/24	981									
995	Task	Contingency repairs-	60 days	Thu 1/2/25	Wed 3/26/25	993FS-4 wks									
996	Task	CO2 sensors Submittals	30 days	Thu 6/6/24	Wed 7/17/24	5									
997	Task	CO2 sensors procurement	30 days	Thu 7/18/24	Wed 8/28/24	996									
998	Task	CO2 installation-16	10 days	Mon 7/14/25	Fri 7/25/25	906									
999	Task	West Oakland Middle	297 days	Thu 6/6/24	Fri 7/25/25										
1000	Task	Plug Load	100 days	Thu 10/23/24	Wed 10/23/24										
1001	Task	Submittals	40 days	Thu 6/6/24	Wed 7/31/24	5									
1002	Task	Procurement	30 days	Thu 8/1/24	Wed 9/11/24	1001									
1003	Task	Installation- 57	30 days	Thu 9/12/24	Wed 10/23/24	1002									
1004	Task	Ventilation CalShape	297 days	Thu 6/6/24	Fri 7/25/25										
1005	Task	HVAC Unit Assessment-47	5 days	Thu 11/28/24	Wed 12/4/24	981									
1006	Task	Filter Replacement-156	5 days	Thu 11/28/24	Wed 12/4/24	981									
1007	Task	Contingency repairs-	60 days	Thu 1/2/25	Wed 3/26/25	1005FS-4 wks									
1008	Task	CO2 sensors Submittals	30 days	Thu 6/6/24	Wed 7/17/24	5									
1009	Task	CO2 sensors procurement	30 days	Thu 7/18/24	Wed 8/28/24	1008									
1010	Task	CO2 installation-39	10 days	Mon 7/14/25	Fri 7/25/25	906									
1011	Task	Westlake Middle	297 days	Thu 6/6/24	Fri 7/25/25										
1012	Task	Ventilation CalShape	297 days	Thu 6/6/24	Fri 7/25/25										
1013	Task	HVAC Unit Assessment-43	5 days	Thu 11/28/24	Wed 12/4/24	981									
1014	Task	Filter Replacement-144	5 days	Thu 11/28/24	Wed 12/4/24	981									
1015	Task	Contingency repairs-	60 days	Thu 1/2/25	Wed 3/26/25	1013FS-4 wks									
1016	Task	CO2 sensors Submittals	30 days	Thu 6/6/24	Wed 7/17/24	5									
1017	Task	CO2 sensors procurement	30 days	Thu 7/18/24	Wed 8/28/24	1016									
1018	Task	CO2 installation-36	10 days	Mon 7/14/25	Fri 7/25/25	906									

Project: Oakland USD milestone  
Date: Thu 3/28/24

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 Milestone: Diamond  
 Summary: Yellow bar  
 Project Summary: Green bar  
 Inactive Task: Grey bar  
 Inactive Milestone: Grey diamond  
 Inactive Summary: Grey bar  
 Inactive Project Summary: Grey bar  
 Inactive Inactive Task: Grey bar  
 Duration only: Blue bar with arrow  
 Manual Summary Rollup: Blue bar with arrow  
 Manual Summary: Blue bar with arrow  
 Start only: Blue bar with arrow  
 Finish only: Blue bar with arrow  
 External Tasks: Blue bar with arrow  
 External Milestone: Blue diamond  
 Deadline: Blue line  
 Progress: Blue line  
 Manual Progress: Blue line

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**EXHIBIT C**  
**GENERAL CONDITIONS**



**GENERAL CONDITIONS**  
**for**  
**CONTRACT FOR CONSTRUCTION**

**FOR ENERGY CONSERVATION MEASURES PROJECT**

**OAKLAND UNIFIED SCHOOL DISTRICT**

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## **ARTICLE 1**

### **GENERAL CONDITIONS**

#### **1.1 BASIC DEFINITIONS**

##### **1.1.1 THE CONTRACT DOCUMENTS**

The "Contract Documents" consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors, Noncollusion Declaration, Sufficient Funds Declaration (Labor Code section 2810), 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 and approved by the school board, 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 Contractor, 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 any architect and Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Contractor. 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 AND ECM WORK**

The "Work" shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents, including but not limited to punch list items and submission of documents. It shall include the initial obligation of any Contractor 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 Contractor or Subcontractor shall also thoroughly examine and become familiar with any Drawings, Specifications, and associated bid documents. A "Site" refers to the grounds of each school

within the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work. The Work includes services and installation of energy conservation measures, including but not limited to LED Lighting, Transformers, Plug Load Controls, CalSHAPE ventilation, CalSHAPE domestic hot water plumbing, and Refrigeration Controls (each an "ECM") at each Site as set forth in Contractor's Scope of Work. The Work for each ECM, separately, is identified as ("ECM Work"), whereas the Work includes all ECM Work for all Sites.

#### **1.1.4 THE PROJECT**

The "Project" is the total construction of the Work performed in accordance with the Contract Documents. Contractor acknowledges that concurrently with Contractor's performance of the Work, Owner's separate contractors may construct 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", if any, 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 may be drawn by Contractor and approved by Owner.

#### **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**

Statutory definitions of "Completion" and "Complete" shall apply for those statutory purposes and where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including 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.

Contractor shall, upon completion of each ECM at each Site, present District with a certificate acknowledging the date of completion for such ECM, which the District shall execute, provided that it agrees with such date. Contractor shall obtain District's prior approval for the form of such certificate. Contractor shall maintain and provide one binder for each Site, appropriately labeled, that will be housed at the site and shall have all warranties and related certificates for such site. Additionally, Contractor shall maintain and provide one binder inclusive of all sites with tabs for each site, which contains all warranties and all warranty certificates for each ECM. The fully executed certificates shall be used for purposes of determining when Contractor's warranty period starts for each ECM.

#### **1.1.10 COMPLETION OF THE PROJECT**

Completion of the Project shall mean the point in the Project where Contractor has fully and correctly performed all Work for all ECMs for all Sites in all parts and requirements, including corrective and punch list work and close out requirements for all ECMs for all Sites in accordance with section 9.7.1.

1.1.11 "Contract Time" is the amount of time allotted in the Agreement Between Owner and Contractor, as may be modified from time to time as provided in the Contract Documents, for Completion of the entire Project.

### **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. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.

1.2.1.2 *Coverage of the Drawings and Specifications.* The Drawings and Specifications generally describe the work to be performed by Contractor. Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to Complete the Work), shall be provided by the Contractor whether or not the Work is expressly covered in the Drawings or the Specifications. It is intended that the Work be of sound, quality construction, and the Contractor 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 Contractor.

**1.2.1.3 Conflicts.** 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 provision in a Division 00 Contract Document (such as the agreement, general conditions, notice to bidders, instructions to bidders, bid form, etc.), the Division 00 provision 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, Contractor shall check and review the Drawings and Specifications for such portion 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 Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract Documents, Contractor 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. Contractor 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, Contractor shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, notwithstanding any other provision in the Contract Documents, except to the extent that Contractor 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 Contractor required by the Instructions to Bidders or other Contract Documents, whether or not actually performed by Contractor.

**1.2.1.5 Ambiguity.** Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify Owner in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor 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, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Sum or the time for performance. If Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Contractor which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, 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 Contractor's written direction and/or approval.

1.2.1.6 **Execution.** Execution of the Agreement Between Owner and Contractor by the Contractor is a representation that the Contractor 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 SPECIFICATION INTERPRETATION

1.2.3.1 **Titles.** The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of work to be performed by any trade.

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 Drawings accompanying the Specifications 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 Owner 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 general conditions are a part of each and every section of the Specifications.

1.2.3.5 *Abbreviations.* In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as “Contractor shall,” “shall be,” etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a “note” occurs on the Drawings.

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 Specifications 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 Contractor may, if acceptable to Owner, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Owner 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 DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS**

The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of the services of the Contractor and its consultants and shall become the property of the Owner upon completion of the entire Project and Owner’s payment in full therefor. Contractor may retain one contract record set. Submittal or distribution of the Plans and Specifications 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.



## 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 any architect, or any 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 INTENTIONALLY LEFT BLANK

##### 2.2.3 SOILS

2.2.3.1 *Intentionally Left Blank.*

2.2.3.2 *Contractor Reliance. [Intentionally Left Blank]*

##### 2.2.4 INTENTIONALLY LEFT BLANK

##### 2.2.5 INFORMATION

Upon the request of the Contractor, 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 Contractor 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 Contractor may not rely upon, and must question in writing to the Owner, any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Work and Project, and prior experience with similar projects), unless specifically stated in writing that the Contractor 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 Contractor 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 Contractor for the costs of locating, repairing damage not due to the failure of the Contractor 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 Contractor 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 Contractor, while performing work under this Contract, discovers utility facilities not identified by the Owner in the Contract plans or specifications, Contractor shall immediately notify the Owner and the utility in writing.

**2.2.6.4 Underground Utility Clearance.** It shall be Contractor's sole responsibility to timely notify all public and private utilities serving the Site prior to commencing work. The Contractor shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accordance with Government Code section 4216, et seq. Contractor 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 Contractor 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 Contractors), Article 9 (Payments and Completion), and Article 11 (Insurance and Bonds).

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

If the Contractor fails to correct Work which is not materially in accordance with the requirements of the Contract Documents, or persistently fails to carry out Work in accordance with the Contract Documents to the material detriment of the Project Schedule, the Owner may following seven (7) day's written notice and opportunity to commence and continue diligently to cure, order the Contractor to stop the Work or any portion thereof, until the Contractor corrects the deficiencies. Contractor 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 Contractor 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 Contractor fails or refuses materially to carry out the Work in accordance with the Contract Documents, Owner may following seven (7) day's written notice and opportunity to commence and continue diligently to cure, 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 Contractor. Owner may exercise this right at any time during the Contractor's Work.

Owner shall first provide written notice to Contractor of Contractor's failure or refusal to perform. The notice will provide the time period within which Contractor must begin correction of the failure or refusal to perform. If the Contractor 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, Contractor shall not be eligible for the award of the contract. The Contractor may be invoiced the cost to Owner of the work, including compensation for additional professional and internally generated services and expenses made necessary by Contractor's failure or refusal to perform. Owner may withhold that amount from the retention, or progress payments due the Contractor, pursuant to Section 9.5. If retention and payments withheld then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the Owner.

## **ARTICLE 3**

### **THE CONTRACTOR**

#### **3.1 DEFINITION**

The Contractor 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 "Contractor" means the Contractor or the Contractor's authorized representative. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable to the Contractor.

## **3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

### **3.2.1 CONTRACTOR**

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention, which shall meet or exceed the standards in the industry. The Contractor 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.

If other Contractors are working on any of the Sites for other projects being executed concurrently with the Project, Owner shall schedule and coordinate the activities of Contractor with the other contractors and Owner. Contractor agrees to accept the Owner's construction schedules, schedule updates, overall sequence and coordination of construction for the Project.

Contractor realizes that work by other contractors or Owner may occur simultaneously with Contractor's Work in any given area. Contractor is responsible for its own sequences that may occur within a given activity or set of activities. Contractor shall not commit or permit any act which will adversely affect the work of any other contractor or Owner. Contractor shall provide layout of its Work at the request of any other contractor or Owner. Specific duties of the Contractor shall be in accordance with Title 24 of the California Code of Regulations. Contractor 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 CONTRACTOR RESPONSIBILITY**

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor'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 Contractor or any of its Subcontractors.

### **3.2.3 OBLIGATIONS NOT CHANGED BY OTHERS' ACTIONS**

The Contractor 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, if any, or the Inspector of Record; or by tests, inspections, or approvals required or performed by persons other than the Contractor.

### **3.2.4 CONTRACTOR RESPONSIBILITY FOR READINESS FOR WORK**

The Contractor 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, Contractor shall attend Owner's Project meetings as scheduled by the Contract

Documents, or as otherwise reasonably and for good cause instructed by Owner, to discuss the current status of the Work and Project, and the future progress of the Work and the Project. Contractor 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 Contractor 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 available to personnel working at any Site during performance of the Work. The superintendent shall represent the Contractor, and written communications given to the superintendent shall be as binding as if given to the Contractor.

#### **3.3.2 STAFF**

The Contractor 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 Contractor, Subcontractor, material or equipment supplier, etc., for reasonable cause.

### **3.4 LABOR AND MATERIALS**

#### **3.4.1 CONTRACTOR TO PROVIDE**

Unless otherwise provided in the Contract Documents, the Contractor 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 Contractor shall bear the burden of, any post-award escalation in the cost of materials; but Contractor will retain the benefit of any post-award 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. The Contractor 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 Contractor at no cost to the Owner.

### **3.4.4 DISCIPLINE**

The Contractor shall enforce strict discipline and good order among the Contractor'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 each ECM at each Site as evidenced by the Certificate executed by the District indicating the date of such completion. (see Sections 1.1.9, 9.7.1, 12.2.5, and 12.2.6), the Contractor 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, 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. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty does not cover damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

## **3.6 TAXES**

Contractor 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 Contractor 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 Contractor 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 Contractor'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 Contractor knew, or should have known, or observes that portions of the Contract Document are at variance therewith, the Contractor shall promptly notify the architect, if any, any construction manager, and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

#### **3.7.4 RESPONSIBILITY**

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

### **3.8 Reserved.**

### **3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES**

#### **3.9.1 REQUIREMENTS**

Before the Contractor's commencement of Work or within two (2) weeks of award of the Contract, whichever is earlier, Contractor shall prepare and submit for the Owner's and any construction manager's information the baseline construction schedule for the Work, broken down for each ECM and further broken down for each Site, which shall conform to the Contract Documents' requirements.

Contractor shall submit an updated schedule by the first day of every month, and whenever else reasonably and for good cause 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. Contractor 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 Contractor Claims for additional money or time.

The original schedule and all updates shall not exceed time limits under the Contract Documents and shall comply with the Contract Documents scheduling requirements. 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. The original schedule and all updates shall include a reasonable number of days for weather that is usual or common for each month, as time extensions are not available for such days (see Sections 4.5.5.3.2 and 8.4.1, below); and any failure by Contractor to include a reasonable number of such days, or by Owner to require Contractor to include a reasonable number of such days, shall not affect the reasonable number of such days to be used when determining time extensions under Sections 4.5.5.3.2 and 8.4.1, below.

The construction schedule shall be in the form of either a tabulation, chart, or graph, unless otherwise stated in Division 1 of the Specifications, and shall be in sufficient detail to show the chronological relationship of all activities of the Work 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 Work, within Contractor's sole discretion. Contractor shall own any float in the construction schedules. Whenever in the Contract Documents Contractor is required to provide a schedule and/or schedule updates, the Contractor shall provide the schedule and updates in electronic format. Contractor shall be solely responsible for the accuracy, utility and reasonableness of all of its schedules. Owner's acceptance, approval or non-rejection of Contractor's schedules shall not affect Contractor's responsibility for its schedules.

The original schedule and updates shall reflect Contractor's use of float. For the original schedule and updates, Contractor shall use a critical path network format with the critical paths clearly indicated. Contractor shall use an MS Project, Primavera, or an equivalent or better program. Contractor shall include reports that sort and list the activities in order of increasing float and by early and late start dates. Contractor 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. Contractor shall use calendar days.

If any change in Contractor's method of operations will cause a change in the construction schedule, Contractor shall submit to Owner, the architect (if any), and any construction manager, a revised construction schedule within seven (7) days of the change.

If the Contractor's actual progress falls behind the Work schedule such that it is improbable that Contractor will Complete the Work within the Contract Time as adjusted by change orders, the Owner may require that the Contractor prepare and submit a recovery plan. Contractor 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 within the Contract Time, as adjusted by change orders. The recovery plan shall state the corrective actions Contractor will undertake to implement it. The recovery plan shall also list any additional money that Contractor believes it should receive if Owner orders Contractor to fully or partially implement the recovery plan. If the Owner orders Contractor to implement the recovery plan, Contractor shall do so, but the order shall not act constitute an admission by Owner that Contractor is entitled to additional money. To recover additional money, Contractor must comply with General Conditions Articles 4.5, 7 and 8.

### **3.9.2 DSA OVERSIGHT PROCESS**

If the DSA Oversight Process is required for any of the Work, in connection with the DSA Construction Oversight Process which includes inspection cards and review of changes to the DSA-approved construction documents, the Contractor 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 Contractor 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 Contractor, or a breach of contract allowing Owner to terminate the Contract.

### **3.10 DOCUMENTS AND SAMPLES AT THE SITE**

The Contractor shall maintain at Owner's Facilities Office or other agreed location for the Owner one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at Owner's Facilities Office or other agreed location 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 upon Completion of the Work.

### **3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES**

This section 3.11 shall apply only as set forth in 3.11.1.3 and if and to the extent required by

DSA.

### 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 Contractor, 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 Contractor 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 Contractor 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 Contractor 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 reasonably required by the Owner to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor 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 **Contractor’s Responsibility.** Contractor shall obtain and shall submit to Owner all required cut sheets, shop drawings and samples in accordance with Contractor’s “Schedule for Submission of Shop Drawings and Samples” provisions in Division 1 of the Specifications and in accordance with the Contractor’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. Contractor may be assessed \$100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Contractor 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 Contractor, and the architect, if any, through the Contractor. By submitting shop drawings, product data, and samples, the Contractor or submitting party (if other than Contractor) 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 the architect, if any, shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings in accordance with the Contract Documents. Contractor 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 opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor will be returned unreviewed for resubmission by the Contractor.

3.11.1.4 *Extent of Review.* In reviewing shop drawings, the Owner will not verify dimensions and field conditions. The Owner's review shall neither be construed as a complete check nor relieve the Contractor, 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 Contractor has, in writing, called the Owner's attention to the deviations at the time of submission and the Owner has given specific written approval. The Owner's review shall not relieve the Contractor 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. Contractor 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 Contractor's name and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Contract and Contractor 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 Contractor. Each drawing shall have a clear space for the stamps or signatures of Owner and Contractor. 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 Contractor, 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 Contractor shall make any corrections required by Owner and shall resubmit as required by Owner the required number of corrected copies of shop drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Owner 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 Contractor 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 the architect, if any) 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 Contractor 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 the Specification section number for identification of each item. Each tag or sticker shall have clear space for the review stamps and signatures of Contractor and Owner.

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.** If there is an architect, the architect will review and, if appropriate, approve submissions and will return them to the Contractor 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 Contractor 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 Contractor. In the event of a specification that allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor 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, if any. On Completion of the Contractor's Work and prior to Application for Final Progress Payment, the Contractor 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.** Contractor 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 under the various sections of the Specifications 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 Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Final Progress Payment, and as a further condition to its approval by the Owner, each Subcontractor shall deliver the manuals, arranged in proper order, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the Owner.

**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 Specifications state 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." Contractor 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 Contractor. Contractor 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 Contractor will be responsible for the professional fees incurred by the Owner or Owner's consultants (including the architect, if any, and its 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 Contractor. The Contractor 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, if any, 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 Contractor 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 Contractor'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 Contractor and the Owner.

#### **3.11.5 DEFERRED APPROVALS**

Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the Specifications. 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor'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 Owner. Work done contrary to such authority is at the Contractor's risk, subject to replacement at its own expense and without reimbursement under the Contract. Agency approvals shall be obtained by the Owner, not by the Contractor.

#### **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, if any, right to require complete removal and replacement of the areas or items of the Work if, in the opinion of the architect, if any, 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 CONTRACTOR'S RESPONSIBILITY**

The Contractor 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 Contractor 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 Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor 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 Contractor must do so.

### **3.13.3 CONSTRUCTION BUILDINGS**

When directed by the Owner, Contractor 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 Contractor or Subcontractor. If the Contractor 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. Contractor shall pay for any costs to dispose of the items.

### **3.14 ACCESS TO WORK**

Owner shall provide Contractor access to the Sites during all work hours within the Contract Documents. The Contractor shall provide the Owner 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 Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner and the architect, if any, 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 Contractor has reason to believe the required design, process, or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner.

#### **3.15.2 REVIEW**

The review by the Owner or the architect, if any, 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 Contractor in violation of any patent or other rights of any person or entity.

### **3.16 INDEMNIFICATION**

### 3.16.1 SCOPE: CONTRACTOR

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, any construction manager, 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, and property damage), 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: Contractor's, its Subcontractors', or its suppliers' performance of the Work, including but not limited to the Contractor's or its Subcontractors' use of the Site; the Contractor's or its Subcontractors' construction of the Work, or failure to construct the Work, 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 Contractor 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 Contractor, 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. Contractor 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 Contractor.

### 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, and property damage), 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 Work or failure to construct the Work 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 Contractor'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 Contractor 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 Contractor to fulfill its obligations under the Contract. Contractor 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 Contractor believes that acts or omissions of Owner (including but not limited to Owner caused delay) have prevented Contractor from performing the Work as required by the Contract Documents and Contractor intends to rely on Owner's acts or omissions and Civil Code section 1511(1) as reasons to excuse Contractor's nonperformance or to support, among other things, Contractor's requests for time extensions under section 4.5, below, Contractor shall provide written notice of the excuse within five (5) days of the Owner's acts or omissions. If Contractor



fails to timely submit the written notice, to the extent of actual prejudice to Owner caused thereby, Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance or as the basis for a time extension, regardless of the merits of the defense or time extension. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor 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, Contractor expressly waives its right to recover any special, consequential, or indirect damages from Owner in relation to this Contract or the Project. Contractor 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 Contractor 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. Contractor'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 waive Contractor's rights to recover any such costs or damages to the extent of actual prejudice to Owner caused thereby.

### **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 Contractor must comply with, all applicable federal laws including but not limited to the federal regulations set forth in CFR Title 2, Part 200. Accordingly, Contractor agrees to comply with all such federal requirements, including but not limited to the following:

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Contractor 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, Contractor 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").) Contractor 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, Contractor 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"), Contractor 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, Contractor 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," Contractor 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, Contractor 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.** Contractor 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, Contractor 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). Contractor shall file the declaration and certification required by 31 U.S.C. § 1352(b).

H. **PROCUREMENT OF RECOVERED MATERIALS.** Contractor 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.** Contractor 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.** Contractor 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 Contractor 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.** Contractor 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 Contractor 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, Contractor 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, Contractor 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. Contractor 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 Intentionally Omitted.**

**4.2 Intentionally Omitted.**

#### **4.3 INSPECTOR OF RECORD**

##### **4.3.1 GENERAL**

If needed, or desired by owner 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 Contractor 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 Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor’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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor, the Contractor 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 Contractor for them. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor 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 Contractor.
- B. Services made necessary due to the defects or deficiencies in the Work of the Contractor.
- C. Services required by failure of the Contractor 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 Contractor, 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 Contractor in connection with the Work outside the established Change Order process.
- F. Services required by the failure of the Contractor 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 Contractor identifies the potential for extra work, delay in the critical path schedule, or the need for additional money or time, or if the Contractor 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 Contractor 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 Contractor shall follow the procedures in this Section 4.5 and Article 7, otherwise Contractor shall to the extent of actual prejudice caused to Owner thereby have waived its rights to pursue those issues and any later attempts to recover money or obtain a modification shall be barred. Contractor 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 Contractor'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 Contractor of any failure to comply with those requirements.

### **4.5.1 NOTICE OF POTENTIAL CHANGE**

Contractor shall submit a written Notice of Potential Change for extra work, critical path delay, or additional money or time. Contractor shall submit written Notices of Potential Change to Owner within five (5) days of the earlier of (a) Contractor becoming aware of the issue creating a potential change, or (ii) the date by which Contractor 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 Contractor 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, Contractor 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, Contractor 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 Contractor intends to rely on Owner's acts or omissions in support of a request for a time extension, then Contractor must also provide the notice set forth in section 3.18, above.

Failure to timely submit a written Notice of Potential Change shall to the extent of actual prejudice caused to Owner thereby constitute a waiver by Contractor 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. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor 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, Contractor continues to believe 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 Contractor, 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 Contractor shall submit a Change Order Request ("COR"; see Section 7.6.1) to Owner within twenty (20) days of the earlier of (i) Contractor becoming aware of the issue creating a potential change, or (ii) the date by which Contractor 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 to the extent of actual prejudice caused to Owner thereby constitute a waiver by Contractor 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. Contractor 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 Contractor 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, Contractor will have to the extent of actual prejudice caused to Owner thereby waived its rights to recover such additional money or time (Contractor 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. Contractor 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, Contractor must still timely submit the COR with all available information and documentation supporting the COR as described above, and Contractor 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 Contractor 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 Contractor 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 to the extent of actual prejudice caused to Owner thereby act as a waiver as described above.

Contractor 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, Contractor will have to the extent of actual prejudice caused to Owner thereby waived its rights to any money or time for that issue. Contractor 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 Contractor 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 Contractor 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 Contractor sent by registered or certified mail, return receipt requested, 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 Contractor 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 Contractor 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 Contractor to submit a COR and for Owner to process and reject the COR under Article 4.5.2, then either (1) Contractor 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

Contractor shall submit a Claim to the Owner's construction manager (or in the absence of a construction manager, to Owner) 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 Contractor shall submit the Claim within fifteen (15) days after the date on which Contractor 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 Contractor 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, Contractor shall submit to Owner, in writing, a list and summary of all Claims for money or time extensions under or arising out of this Contract which were timely filed, which were fully compliant with the Contract's requirements for Claims, and which the Contractor wishes to pursue in whole or in part. This Claim summary requirement shall not extend the time for submitting a Claim.

Failure to timely submit a Claim or Claim summary, failure to specifically identify a Claim in the Claim summary, or failure to comply with any of the requirements in the Contract for a Claim, including but not limited to this Article 4, will to the extent of actual prejudice caused to Owner thereby act as a waiver of Contractor'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; Contractor 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 Contractor 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 Contractor, and the Contractor shall furnish reasonable documentation to support each Claim, including as applicable, that documentation set forth in sections 4.5.5.2 through 4.5.5.4. In addition, the Contractor shall include a certification with each and every Claim at the time of submission, as follows:

I, \_\_\_\_\_ [*name of declarant*], declare the following:

\_\_\_\_\_ [*Contractor company name*] has contracted with \_\_\_\_\_ [*public entity name*] for the \_\_\_\_\_ Contract ("Contract").  
\_\_\_\_\_ [*Contractor company name*] authorized me to prepare the attached Claim for money and/or time extension for \_\_\_\_\_ [*public entity name*] regarding this Contract (such Claim being dated \_\_\_\_\_, 20\_\_\_\_, and entitled \_\_\_\_\_, and requesting \$ \_\_\_\_\_ and/or \_\_\_\_\_ additional days), and I prepared the attached Claim. I am the most knowledgeable person at \_\_\_\_\_ [*Contractor 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 \_\_\_\_\_ [*Contractor 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 \_\_\_\_\_ [*Contractor company name*].



While preparing this declaration and Claim I consulted with others (including attorneys, consultants, or others who work for \_\_\_\_\_ [*Contractor company name*]) when necessary to ensure that the statements were true and correct.

Contractor 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 Contractor properly and timely files the Claim with the certification, Contractor 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 \_\_\_\_\_, 20 \_\_, at \_\_\_\_\_, California.

\_\_\_\_\_  
\_\_\_\_\_ [*signature*]  
\_\_\_\_\_ [*name of declarant*]

Contractor's failure to timely submit a certification will constitute a complete waiver of Contractor'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 4.5.6.3) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 to the extent of actual prejudice caused to Owner thereby act as a waiver of Contractor'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; Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

In no event will the Contractor 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 to the extent of actual prejudice caused to Owner thereby.

#### **4.5.5.3.2 *Unusual and Uncommon Weather Claims***

If unusual and uncommon weather is the basis for a Claim for additional time, Contractor's delay analysis (see Section 4.5.5.3.1, above) must also provide Owner data and facts showing that the weather conditions were unusual and uncommon for the period of time, could not have been reasonably anticipated or mitigated, had an adverse effect on the critical path of the scheduled construction, and meet 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 Contractor 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 Contractor a request for additional money or time based on an alleged breach of the subcontract or supplier contract by Contractor, Contractor 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 Contractor, Contractor 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 Contractor must include Contractor’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 Contractor must include (a) Contractor’s detailed analysis of the merit of Subcontractor’s or supplier’s request to the Contractor, including (i) analysis of Contractor’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 Contractor’s defenses to the request for money or time by the Subcontractor or supplier; and (b) Contractor’s detailed analysis of the Owner’s liability to Contractor for any money or time that Contractor 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 Contractor to breach the subcontract or supplier contract). In any such COR or Claim, Contractor 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 Contractor 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 to the extent of actual prejudice caused to Owner thereby act as a waiver of Contractor’s rights to (a) recover money or time from Owner based on any money or time that Contractor 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 Contractor owes, or may later be determined to owe, to the Subcontractor or supplier. Contractor 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 must also be 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 Contractor. Owner shall review any additional documentation Contractor 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 Contractor. 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 Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor 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 Contractor, 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 Contractor fails to timely notify the Owner that it wishes to meet and confer pursuant to the previous paragraph, then Contractor will have to the extent of actual prejudice caused to Owner thereby 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. Contractor 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 Contractor 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, Contractor 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 Contractor sharing the costs equally. The Owner and Contractor shall mutually agree to a mediator within ten (10) business days after the Contractor 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 Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, Contractor will have to the extent of actual prejudice caused to Owner thereby 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 Contractor 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 Contractor'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. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Owner and Contractor 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 Contractor 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 Contractor'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 Contractor 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. Contractor acknowledges that Completion of the Work is a high priority for both Owner and Contractor 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 Contractor believes that Owner has breached the Contract and that such breach is preventing or delaying

Contractor's performance as directed by Owner, then Contractor 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 Contractor 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 Contractor 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 Contractor believes that such conditions differ materially and will cause an increase in the Contractor's cost of, time required for, or performance of any part of the Work, Contractor 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 Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

(1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with 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 Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract.



4.5.8.2.3 In the event that a dispute arises between the public entity and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any deadline for Completion provided by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the 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, Contractor 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 Contractor 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 Contractor 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**

Contractor shall not substitute any Subcontractor without Owner's written consent.

5.2.1.1 *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 a Milestone Deadline or the Completion of the Work.

## **5.3 SUBCONTRACTUAL RELATIONS**

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities, which the Contractor, 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 Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor 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 Contractor 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 Contractor to the Owner provided that:

- A. Assignment is effective only after termination of the Contract with the Contractor 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 Contractor any error or omission which any of them may discover, and shall subsequently proceed with the Work in accordance with instructions from the Contractor 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 Contractor 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 Contractor, the Owner, or other Subcontractors as Contractor 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 Contractor over its written objection.

### **5.5.4 SUBCONTRACTOR INFORMATION**

Each Subcontractor shall submit to the Contractor promptly when requested 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 Contractor 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 Contractor 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 Contractor in the Subcontract Agreement. Subcontractor's material storage rooms and field offices, etc., will be placed in locations designated by the Contractor. 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 Contractor 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 Contractor'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 Contractor 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 Contractor, 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 Contractor 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 Contractor'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 Contractor 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, if any, and the Contractor for any losses suffered as a result of the delay.

#### **5.5.11 APPLICATION FOR PAYMENT**

Contractor 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 Contractor for coordination among the Owner, the Owner's consultants, including the architect, if any, Contractor, 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 Contractor and shall, upon the request of the Contractor, provide the Contractor with such information and reports as the Contractor 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 CONTRACTORS**

### **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 work or to award separate contracts in connection with other work or other construction or operations on a Site or Sites 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 Contractor. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall proceed pursuant to Section 4.5 in the Contract Documents.

#### **6.1.2 DESIGNATION AS CONTRACTOR**

When separate contracts are awarded for other construction or operations on a Site, the term "Contractor" in the Contract Documents in each of those contracts shall mean the contractor who executes each separate Owner/Contractor agreement.

#### **6.1.3 CONTRACTOR 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 Contractor, Contractor shall cooperate with Owner. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor 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 Contractor until subsequently revised.

#### **6.1.4 OWNER OBLIGATIONS**

Unless otherwise provided in the Contract Documents, when the Owner performs work 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 Contractor 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 Contractor 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 CONTRACTOR**

If part of the Contractor's Work depends upon proper execution or results from work by the Owner or a separate contractor, the Contractor 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 Contractor 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 Contractor'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 Contractor cause damage to the work or property of any other contractor on the Project, or to the Project or the property of a third party, or cause any delay to any such contractor or third party, the Contractor shall defend, indemnify and hold Owner harmless for such damage or delay under Section 3.16, above. Owner may withhold from progress payments and/or retention for the cost of such damage or delay.

#### **6.2.4 CORRECTION OF DAMAGE**

The Contractor shall promptly remedy damage wrongfully caused by the Contractor 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 Contractor, 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 Contractor 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 Contractor 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 Contractor; 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 Contractor at the time of proposing, or (b) for which Contractor is responsible under the Contract Documents. Contractor 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. Contractor 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, Contractor shall follow Sections 7.5 and 7.7 in providing the credit to Owner. Contractor 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 Contractor shall bear the burden of, any post-bid escalation in the costs of construction, whether or not foreseeable; but Contractor will retain the benefit of any post-bid cost decreases, whether or not foreseeable, and will 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 Contractor. The Contractor shall carry out such written orders promptly.

#### **7.2 CHANGE ORDERS ("CO")**

A CO is a written instrument signed by the Owner and the Contractor, stamped (or sealed) and signed by the architect, if any, and approved by the Owner's Governing Board and DSA, stating the agreement of Owner and Contractor 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 Contractor 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, Contractor 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 Contractor 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 Contractor believes it is entitled to changes in the Contract Sum or Contract Time.

### **7.4 REQUEST FOR INFORMATION (“RFI”)**

For purposes of this Section 7.4, “Architect” refers to “Owner” in the absence of an Architect for the Project.

#### **7.4.1 DEFINITION**

An RFI is a written request prepared by the Contractor asking the Owner to provide additional information necessary to clarify an item which the Contractor feels is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions.

## **7.4.2 SCOPE**

The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor 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, Contractor shall submit RFIs directly to the Architect, with copies forwarded to the Owner. Contractor shall submit a revised and updated priority schedule with each RFI. The Architect shall endeavor to follow the Contractor's requested order of priorities. The Owner and Contractor 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 Contractor 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 Contractor 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 Contractor, among other things. If Contractor 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, Contractor 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. Contractor 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 Contractor 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 Contractor 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 Contractor to provide the cost breakdowns required by section 7.7. The Contractor 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 Contractor 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 Contractor’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 a Milestone Deadline or Contract Time is requested, a COR shall also include delay analysis to validate any proposed change, 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 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 Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor;
- 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 Contractor.**

a) General: At the close of each working day, the Contractor 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 Contractor. 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 Contractor.

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 Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

b) 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 Contractor 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 Contractor 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 Contractor 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 Contractor to communicate proposed additions and deductions to the Contract.

	<u>EXTRA</u>	<u>CREDIT</u>
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. If Subcontractor performed Work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed fifteen percent (15%) of item D.	_____	_____
F. Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed twenty-five percent (25%) of Item B.	_____	_____
G. Subtotal	_____	_____
H. General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of Item G;	_____	_____
I. Subtotal	_____	_____



J. Bond and Insurance (NTE 3% of Item)

\_\_\_\_\_

K. TOTAL

\_\_\_\_\_

For any claimed overhead costs (whether field overhead (i.e., general conditions costs) or home office overhead) pursuant to Section 8.4.2 below, Contractor 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 Contractor'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 Contractor, and the Contractor 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 Contractor'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 Contractor 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 Contractor is required to maintain under the Contract Documents.

#### 7.7.6 NOTICE REQUIRED

Contractor 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 Contractor to the same extent required of the Contractor.

#### 7.8 Waiver of Right to Claim Money or Time

To the extent of actual prejudice caused to Owner thereby, failure to demand money based on costs, or time extensions, as part of a COR constitutes a waiver of Contractor'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**

Contractor shall not commence the Work until it receives a Notice to Proceed with Work on all Sites from Owner. Owner and Contractor shall cooperate to schedule and sequence the Work at various Sites taking into consideration, including, but not limited to, proximity of Sites to each other and to resources for the work, as well as the scheduling needs of any particular Site, sufficient to permit Contractor to complete the Work within the Contract Time. 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 Contractor or of persons or entities for whom the Contractor 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**

Contractors 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 perform 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 Contractor or by any Subcontractor on any subcontract under this Contract, upon the Work or upon any part of the Work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, Work performed by employees of Contractors 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.

Contractor 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 Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 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 Contractor 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 Contractor'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 Contractor to do work outside regular working hours for the Contractor's own convenience, the costs of any inspections required outside regular working hours, among other remedies, shall be invoiced to the Contractor by the Owner and withheld from progress payments and/or retention. Contractor shall give Owner at least 48 hours notice prior to working outside regular working hours.

If the Contractor 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 Contractor by the Owner and withheld from progress payments and/or retention.

#### **8.2.5 TIME FOR COMMENCEMENT BY SUBCONTRACTORS**

Contractor shall cause subcontractors to commence their work promptly and to prosecute their work expeditiously in accordance with the Project Schedule.

### **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 Contractor confirms that the Milestone Deadlines and Contract Time are

reasonable periods for performing the Work.

### **8.3.2 NO COMMENCEMENT WITHOUT INSURANCE**

The Contractor 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 Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

### **8.3.3 EXPEDITIOUS COMPLETION**

The Contractor 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**

Contractor 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 Contractor 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 Contractor and its subcontractors and material suppliers;
- (b) The delay was caused by events that were not reasonably foreseeable to Contractor at the time of bidding;
- (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 Completion of all of the Work beyond the Contract Time;
- (d) The delay was not caused by Contractor 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;
- (f) The delay was not caused by usual or common weather for the time of year, including usual or common severe weather; and

(g) The delay could not have been prevented or mitigated by the exercise of care, prudence, foresight, and diligence by Contractor.

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, unusual and uncommon weather for the time of year, unforeseen site conditions, materials supply delays or disruptions, or delays of subcontractors due to such causes. Owner shall take into consideration other relevant factors such as concurrent delays. Contractor 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 Contractor 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*, Contractor shall not be entitled to monetary compensation when (a) Contractor 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. Contractor 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 CONTRACTOR REQUIRED; PROCEDURES FOR DEMANDING ADDITIONAL TIME OR MONEY**

For notice and other required procedures related to requests by Contractor for additional time or money related to delay, Contractor 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 Contractor 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 Contract Time shall subject the Contractor to liquidated

damages as described in the Agreement and the Contract Documents. 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 such Work is delayed beyond the Contract Time as adjusted by Change Orders.

In addition, causing delay to the Completion of the Project shall subject the Contractor to liquidated damages as described in the Agreement and the Contract Documents. 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 Contractor delays the work of others on the Project or Completion of the Project itself.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess and withhold as provided in the Agreement and the Contract Documents.

## **8.5 GOVERNMENT APPROVALS**

Neither Contractor nor Owner shall 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 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 Contractor 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 Contractor shall furnish the following:

- A. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a detailed breakdown of the Contract Sum (Schedule of Values) for the Work. Each item in the schedule of values shall include its proper share of the overhead and profit.
- B. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a schedule of estimated monthly payment requests (cash flow) due the Contractor 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 pay request, an itemized breakdown of work done for the purpose of requesting partial payments;
- D. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, the name, address, telephone number, fax number, license number and classification, and (for all projects over Twenty-Five Thousand Dollars (\$25,000)) the public works contractor registration number of all of its Subcontractors and of all other parties furnishing labor, material, or equipment for its Contract, Contractor's providing subcontractors' and suppliers' preliminary notices shall satisfy the requirements of this paragraph.

### **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**

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 Contractor shall submit to the Owner or such person as the Owner directs otherwise, an itemized Application for Payment for operations completed in accordance with the Contractor's most recent 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 percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment;
- B. That portion of the Contract Sum properly allocable to completed Work;
- C. That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, suitably stored off the site at a bonded warehouse, vendor premises, or other location agreed upon in writing;
- D. That portion of Construction Change Directives that the Contractor has completed as of the end of the period covered by the Application for Payment;
- E. A certification that the Record Drawings and Annotated Specifications are current;
- F. The Owner approved additions to and subtractions from the Contract Sum and

Time;

- G. A summary of the retentions (each Application shall provide for retention, as set out in Article 9.6);
- H. Conditional and unconditional waivers and releases in exchange for progress payments, including final progress payments, in compliance with Civil Code sections 8132-8138; and
- I. Contractor's monthly reports, daily reports, and monthly schedule updates for all months of Work prior to the Application for Payment that Contractor has not previously submitted.

### **9.3.2 PURCHASE OF MATERIALS AND EQUIPMENT**

For payments to be made on account of materials and equipment not incorporated in the Work, but delivered and suitably stored at the Site, bonded warehouse, vendor premises, or at some other location agreed upon in writing by the Owner, the payments shall be conditioned upon submission by the Contractor, Subcontractor, or vendor of bills of sale and such other documents reasonably 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), and released to the Owner by sureties of the Contractor and the Subcontractor.

### **9.3.3 WARRANTY OF TITLE**

The Contractor 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 Contractor 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 Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, 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 Contractor's Application for Payment, either accept such payment or notify the Contractor 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 Contractor'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 Contractor 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, Contractor'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 Contractor's right to payment; or
- D. Made an examination to ascertain how or for what purpose the Contractor 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 Contractor 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 Contractor, 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 Contractor, 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 within the Contract Time;
- E. Damage to the property or work of the Owner, another contractor, or subcontractor;
- F. Failure to prosecute the Work in accordance with the Contract Documents by the Contractor;
- G. Failure properly to store and secure materials;
- H. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly progress schedules, schedule of values, product data and samples, executed change orders, and verified reports;
- I. Failure of the Contractor to maintain record drawings;
- J. Materially erroneous estimates by the Contractor of the value of the Work performed, or materially false statements in an Application for Payment;
- K. Unauthorized deviations from the Contract Documents;
- L. Subsequently discovered evidence or observations nullifying the whole or part of a previously issued Certificate for Payment;
- M. Failure by Contractor to pay Subcontractors or material suppliers as required by Contract or law, which includes but is not limited to Contractor's failure to pay prevailing wage and any assessment of statutory penalties;
- N. Overpayment to Contractor on a previous payment;

- O. Credits owed to Owner for reduced scope of work or work that Contractor will not perform, including credits for any unspent allowance;
- P. The estimated cost of performing work pursuant to Section 2.4;
- Q. Actual damages related to false claims by Contractor;
- R. Breach of any material provision of the Contract Documents;
- S. Owner's potential or actual loss, liability or damages caused by the Contractor, including defense costs and attorneys' fees incurred due to Contractor's failure to defend an action pursuant to the indemnity provisions in the Contract Documents; and
- T. As permitted by other provisions in the Contract or as otherwise allowed by law, including statutory penalties Owner or other entities assessed against Contractor. (See e.g., Labor Code section 1813 (working hours) or Public Contract Code section 4110 (subcontractor listings and substitutions))

Owner shall promptly provide to Contractor 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 Contractor 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 Contractor shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Contractor need not submit a Notice of Potential Change or a Change Order Request.

For any withheld amount based on an estimate where the actual amount later becomes known and certain, Owner shall promptly 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, Contractor shall pay Owner the difference.

Despite any withholding from a progress payment, or any other dispute about a progress payment, Contractor 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 Contractor removes or cures the grounds for withholding amounts, payment shall be made promptly for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor 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 Contractor, 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 Contractor or to otherwise pursue recovery of those amounts from Contractor.

## **9.6 PROGRESS PAYMENTS**

### **9.6.1 PAYMENTS TO CONTRACTOR**

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 ("properly submitted" means in compliance with the law and the Contract Documents, including submittal of all documents required to accompany the Application [see Section 9.3.1, above]), Contractor 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 Contractor, 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. Contractor shall base an Application for Payment only on the original Contract Sum plus any fully executed and Board-approved Change Orders. Contractor shall not include in applications for payment Notices of Potential Claims, CORs, Claims or disputed amounts.

The Contractor 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, material direction given by Owner as authorized under the Contract Documents concerning the Work, or any portion thereof, remains uncomplished 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 Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor 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 Contractor on account of such Subcontractor's portion of the Work. The Contractor 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 Contractor, 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 Contractor has defaulted in payments owing to Subcontractors, to issue joint checks made payable to the Contractor and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. However, Owner has no duty to issue joint checks. In no event shall 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 Contractor considers that the Work of any ECM at any Site 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 Contractor a comprehensive list of items to be completed or corrected (the "ECM Punch List"). The ECM Punch List shall include all outstanding obligations of Contractor for such ECM for such Site, 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 Sections 9.3 and 9.9). The Contractor and/or its Subcontractors shall proceed promptly to Complete and correct items on the ECM Punch List. Failure to include an item on the ECM Punch List does not alter the responsibility of the Contractor to Complete all such ECM Work (including the omitted item)

in accordance with the Contract Documents, and to Complete or correct the ECM Work so long as the warranty therefore has not expired.

When the Contractor believes the ECM 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 of such ECM. Owner shall again inspect the Work and inform the Contractor of any items that are not complete or correct. Contractor shall promptly Complete or correct items until no items remain.

Warranties on such ECM for such Site required by the Contract Documents shall commence on the date of Contractor's completion of the ECM Work for that Site (see Sections 1.1.9, 3.5, 12.2.5, and 12.2.6).

Owner may record a Notice of Completion for the Project as allowed by Civil Code section 9200 *et seq.*

#### **9.7.2 COSTS OF MULTIPLE INSPECTIONS**

More than two (2) requests by Contractor 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 Contractor 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 Contractor of any of its obligations under the Contract Documents regarding that portion of, or the whole, Work.

The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. When the Contractor considers a portion complete, the Contractor 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 Contractor 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, all of the Work is Completed for the Project in accordance with the Contract Documents, Owner shall so notify Contractor, 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 the 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 for any ECM for the Project 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 Contractor 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 Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work, and Contractor shall have delivered them to the Owner.
- C. The Contractor shall deliver to the Owner (i) reproducible final Record Drawings and Annotated Specifications showing the Contractor's Work "as built," with the Contractor's certification of the accuracy of the Record Drawings and Annotated Specifications for such Work, (ii) all warranties and guarantees for such work, (iii) operation and maintenance instructions, manuals and materials for equipment and apparatus for such Work, and (iv) all other documents required by the Contract Documents for such Work.
- D. Contractor shall reasonably assist Owner in the utilization of any equipment or system for such Work such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance of such ECM.

Acceptance of Final Progress Payment for such the Work shall constitute a complete waiver of Claims related thereto except for those previously identified in writing and identified by that payee as unsettled at the time of such Final Progress Payment.

### **9.9.3 RELEASE OF RETAINAGE**

Owner shall withhold 5% of the Contract Sum for each ECM (“retainage,” or “retention”) until Completion of entire Project per Public Contract Code section 9203, provided however, so that subcontractors performing work early in the project can get paid their retention on undisputed completed work, once an ECM is completed for all applicable sites, Owner shall release the retention being held for that ECM, up until the time that one half (1/2) of the total five percent (5%) retention for the original Contract Sum has been released, at which point the District shall retain the entire retention for the rest of the Project until Contractor achieves Completion of all of the Work.

Owner may withhold from release or payment of retainage (or “retention”) up to 150% of disputed amounts for any ECM, 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 Contractor, Owner may withdraw the withheld retainage from the escrow account.

For this purpose, “Completion” is defined in Public Contract Code section 7107(c), and each ECM shall be deemed a separate contract and project. 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 Contractor 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 Contractor 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 Contractor shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Contractor 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 Contractor, 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 Contractor. Upon Completion of the Contract, the securities shall be returned to the Contractor 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 Contractor and the Owner.

The Contractor 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 Contractor 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 CONTRACTOR RESPONSIBILITY**

The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Each Contractor 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. Contractor 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 Contractor for the Project, which will cover all Work performed by the Contractor 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 Contractor, the Owner, and all insurance carriers and loss prevention engineers.

##### **10.1.4 ACCIDENT REPORTS**

Subcontractors shall promptly report in writing to the Contractor 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. Contractor 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 Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

### **10.2 SAFETY OF PERSONS AND PROPERTY**

#### **10.2.1 THE CONTRACTOR**

The Contractor 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 Contractor or the Contractor'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 CONTRACTOR NOTICES**

The Contractor 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 Contractor 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 Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor 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, Contractor 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 Contractor Student Contact Form which is a part of the Contract. Contractor shall hold harmless, defend and indemnify the Owner under section 3.16, for any costs, including attorneys' fees, Owner incurs from Contractor's failure to comply.

## **10.3 PROTECTION OF WORK AND PROPERTY**

### **10.3.1 PROTECTION OF WORK**

The Contractor 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 Completion of the Work. The Contractor 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) Contractor shall not be responsible for damages caused by a tidal wave to the extent that the damages exceed 5% of the Contract Sum, and (b) Contractor 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 Contract Sum, per Public Contract Code §7105(a).

### **10.3.2 PROTECTION FOR ELEMENTS**

The Contractor will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work. The Contractor 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 Contractor 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 Contractor. 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 Contractor 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 Contractor at no cost to the Owner.

#### **10.3.4 CONFORMANCE WITHIN ESTABLISHED LIMITS**

The Contractor 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 Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional money or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.5 and Article 7.

#### **10.4.2 ACCIDENT REPORTS**

The Contractor 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 Contractor 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 Contractor shall immediately stop Work in the area affected and report the condition to the Owner in writing, whether such material was generated by the Contractor, 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 Contractor, 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 Contractor.

### **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 Contractor 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 CONTRACTOR**

In the event the presence of hazardous materials on the Site is not caused by the Contractor, Owner shall pay for all costs of testing and remediation, if any, and shall compensate Contractor 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 Contractor 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 Contractor's active negligence, sole negligence or willful misconduct. By providing this indemnification, Owner 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 CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR**

In the event the presence of hazardous materials on any Site is caused by Contractor, Subcontractors, materialmen or suppliers, the Contractor 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 affected Site. In addition, the Contractor 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 affected 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 Contractor encounters or reasonably suspects the presence on the Site of archeological materials, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner in writing. The Work in the affected area shall not thereafter be resumed, except after Contractor's receipt of written notice from the Owner.

### **ARTICLE 11**

#### **INSURANCE AND BONDS**

##### **11.1. CONTRACTOR'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 Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California with a financial rating of at least A, Class VII 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 Contractor from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, 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 Contractor'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 Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and
- 11.1.1.6 claims involving Completed Operations, Independent Contractors' 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 Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.



### **11.1.2 SUBCONTRACTOR INSURANCE REQUIREMENTS**

The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain public liability insurance and property damage insurance, similar to that required in 11.1.1, above, with an admitted carrier or carrier authorized to do business in the state in which the project is located.

### **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 Contractor 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 Contractor shall name, on the General Liability, Auto Liability policies, and any other policy where possible, the Owner as additional insureds. Subcontractors shall name the Contractor, and the Owner 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 Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's work is sublet, the Contractor 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 Contractor'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 Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the Owner certificates of insurance as required under this Article and in compliance with Labor Code section 3700.

If the contractor 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 Contractor being injured or killed, and withhold from progress payments and/or retention the amount of the premium for such insurance.



## **11.1.6 ADDITIONAL INSURANCE REQUIREMENTS**

### **11.1.6.1 INSTALLATION FLOATER**

Unless provided by Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Installation Floater 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, wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition). This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Installation Floater insurance. The risk of the damage to the Work due to the perils covered by the Installation Floater insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor 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 Contractor.

### **11.1.6.2 INTENTIONALLY LEFT BLANK**

### **11.1.6.3 INTENTIONALLY LEFT BLANK**

### **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 Contractor 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 Contractor shall procure, maintain, and cause to be maintained at the Contractor'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 Contractor 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 Contractor 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 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 Contractor 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 contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner and the architect, if any.

## **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 Contractor 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 Contract Sum is increased in accordance with the Contract Documents, the Contractor 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 Contract Sum, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor 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 Contractor and to require Contractor 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, Contractor must, if required in writing by the Owner, uncover it for the Owner's observation and replace the removed work at the Contractor's expense without change in the Contract Sum or 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 Contractor. 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 Contractor 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 Contractor.

## **12.2 CORRECTION OF WORK; WARRANTY**

### **12.2.1 CORRECTION OF REJECTED WORK**

The Contractor shall promptly correct the work rejected by the Owner for failing to conform to the requirements of the Contract Documents, until all warranties have run, as applicable, and whether or not fabricated, installed or completed. The Contractor 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**

Until applicable warranties have expired, the Contractor 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 Contractor or accepted or approved by the Owner.

### **12.2.3 OWNER'S RIGHTS IF CONTRACTOR FAILS TO CORRECT**

Until applicable warranties have expired, if the Contractor 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 Contractor's expense. If the Contractor 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 Contractor, including compensation for any other professionals and representatives' services and expenses, made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contractor 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 Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

### **12.2.4 COST OF CORRECTING THE WORK**

Until applicable warranties have expired, Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor'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 ECM Work for a Site, any of the ECM Work does not comply with the Contract Documents, the Contractor 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. Contractor shall correct the ECM Work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. 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 Contractor 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 Contractor to correct the Work after the date of commencement of warranties and does not limit the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor'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 Contractor 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 Contractor that sum of money equivalent to the difference in value between the Work performed and that called for by the Drawings and Specifications. 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 Contractor 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 Contractor's cost, timely notify Contractor 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 Contractor. However, if Contractor requests that the Owner use a different testing laboratory and Owner chooses to approve such request, Contractor 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 Contractor or withhold such costs or expenses from progress payments and/or retention.

#### **13.5.3 ADVANCE NOTICE TO INSPECTOR OF RECORD**

The Contractor 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 Contractor 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 Contractor 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, if any, 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 Contractor 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 any professional's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and, among other remedies, can be withheld from progress payments and/or retention.

#### **13.5.7 COSTS FOR PREMATURE TEST**

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the Owner for all costs and expenses resulting from that testing or inspection, including, but not limited to, any professional'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 Contract Sum exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor and any subcontractor under the Contractor 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 Contractor 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 contractor 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 contractor or subcontractor; and (2) whether the contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Owner and the Division of Labor Standards Enforcement of the Department of Industrial Relations ("DIR") and as may be required by the Labor Commissioner under Labor Code section 1771.4. The Contractor 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 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 contractor, 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 Contractor.

(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 Contractor 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 Contractor 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 contractor 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 contractor 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 Contractor 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. A contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor in order to comply with this section. Every Contractor 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. Contractors 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 Contractor shall employ apprentices for the number of hours computed as above before the end of the Contract. However, the Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Contractors 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 Contractor 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 Contractor 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 CONTRACTOR COMPLIANCE**

The responsibility of compliance with section 13.10 and section 1777.5 of the Labor Code for all apprenticeable occupations is with the Contractor.

#### **13.10.8 DECISIONS OF JOINT APPRENTICESHIP COMMITTEE**

All decisions of the joint apprenticeship committee under this section 13.10 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 sections 1777.1 and 1777.7, in the event a Contractor or Subcontractor fails to comply with the provisions of this section 13.10 and Labor Code section 1777.5, penalties shall apply, including among other things:

- (a) If a Contractor or Subcontractor willfully fails to comply, the Labor Commissioner may deny to the contractor 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 contractor 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 contractor 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 Contractor 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 Contractor, 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 Contractor, 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. Contractor 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 Contractor's books, records, subcontracts, material and equipment contracts, files, and information related to the project, and Contractor must cooperate by producing all requested items within seven (7) days.

### **13.13 STORM WATER DISCHARGE PERMIT**

If applicable, the Contractor 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 Contractor, 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 Contractor 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 CONTRACTOR FOR CAUSE**

Contractor may not terminate performance for convenience. Contractor 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 Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor 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 Contractor 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, Contractor may terminate the Contract. Additionally, Contractor may terminate the Contract if Owner fails to make any undisputed progress payment timely and fails to make such payment within 14 days following written notice and opportunity to cure by Contractor, provided however that Contractor may not stop work or terminate the agreement where District withholds payment based on its assertion of a dispute regarding whether Contractor has complied with the Contract Documents. In the event Contractor terminates the Contract for cause, Contractor shall 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, plus 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 Contractor, following written notice and opportunity to commence and to continue diligently to cure, materially:

- 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 to Complete the Work 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 Contractor of the grounds for termination and demand cure of the grounds within seven (7) days (a "Notice of Intent to Terminate"). If Contractor 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 Contractor's surety on the performance bond ("Surety"):

- A. Take possession of the Site and of all materials and supplies provided for the Project;
- 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 Contractor shall not be entitled to receive further payment until the Work is



Complete.

If the unpaid balance of the Contract Sum exceeds costs of Completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This payment obligation shall survive Completion of the Work.

#### **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 Contractor 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 Contractor shall submit a Claim pursuant and subject to Sections 4.5.3-4.5.6. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall be entitled to receive 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, plus a termination fee equal to 60 days of general conditions costs planned for the Work as of the date of termination in lieu of Contractor's full expectation damages.

#### **14.4 NOT A WAIVER**

Any suspension or termination by Owner of performance by Contractor for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

#### **14.5 MUTUAL TERMINATION FOR CONVENIENCE**

The Contractor and the Owner may mutually agree in writing to terminate performance of this Contract for convenience. The Contractor 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.

## AGREEMENT BETWEEN OWNER AND CONTRACTOR

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This Construction Agreement (“Agreement”) is entered into as of April 25, 2024 (“Effective Date”), by and between the Oakland Unified School District, a California public school district (“District” or “Owner”) and Syserco Energy Solutions, Inc., California contractor’s license # 991301 (“Contractor”).

### RECITALS

A. District is undertaking an Energy Conservation Project (“Project”) at the following District site(s): 83 locations as detailed in **Exhibit A**, attached hereto and incorporated herein by reference (each a “Site”).

B. California Government Code section 4217.12 permits public agencies like the District to enter into an energy service contract (as defined in Government Code section 4217.11(f)) on terms that its governing body determines are in the best interest of the public agency if the determination is made at a regularly scheduled public hearing, notice of which is given at least two weeks in advance, and if the governing body finds that the anticipated cost to the public agency for conservation services provided under the energy service contract will be less than the anticipated marginal cost to the public agency of energy that would have been consumed by the public agency in the absence of the energy service contract.

C. Contractor is a company with experience and technical and management capabilities to provide for the discovery, design, engineering, procurement, installation, financing, maintenance, and monitoring of energy saving measures, solar power generation measures, and/or operations and maintenance cost reductions at facilities similar to Owner’s facilities.

D. Contractor has completed an Investment Grade Audit (“IGA”) of the District’s identified facilities, which IGA established a historical energy use baseline and identified facility improvement and energy conservation measures that address the District’s primary objectives, and prepared a project proposal in the form of an Energy Services Proposal (“Proposal”) for the District.

E. The District desires to reduce energy consumption and operational expenses through the installation of certain energy conservation/energy generation technologies, and the District desires for Contractor to perform certain energy conservation work as identified in this Contract, and Contractor desires to perform such work.

F. The District’s Governing Board, after holding a hearing at a regularly scheduled public hearing and after having provided two weeks’ advance notice of such hearing, made all findings required by Government Code section 4217.12 for the District to enter into this Contract.

### AGREEMENT

NOW, THEREFORE, in consideration of the covenants hereinafter contained and the foregoing recitals, the parties agree as follows:

1. Energy Savings.

In accordance with California Government Code section 4217.12, the parties anticipate that the Project will result in an estimated energy cost savings to the District. The savings will be generated by energy conservation measures ("ECMs") consisting of those measures described on **Exhibit A**. The savings cannot be guaranteed by the Contractor.

2. Compensation.

A. Contractor agrees to perform the construction services set forth in the Scope of Work, **Exhibit A**, and in accordance with the District's Construction Work Schedule and Site Provisions, as set forth in **Exhibit B**, attached hereto and incorporated herein by reference ("Work"). The District agrees to pay Contractor the Contract Sum of Twenty Million, Eight Hundred Ninety Thousand, Five Hundred Sixty-Six Dollars (**\$20,890,566.00**) ("Contract Sum") for work satisfactorily performed for the Project after receipt of properly documented and submitted Applications for Payment, and to make payments as provided in the General Conditions. The Contract Sum includes a 10% contingency. The Contract Sum has taken into account Contractor's IGA and shall not be changed for the existence of any circumstance that could have been reasonably foreseen by Contractor prior to the establishment of the Contract Sum.

B. **Change Order Contingency.** The Contract Sum includes a ten percent (10%) change order contingency, which shall only be used for unforeseen items relating to the Work that could not have been reasonably foreseen by Contractor prior to the establishment of the Contract Sum. Contractor shall not bill for or be due any portion of this sum unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the Contractor has prepared a mutually agreeable change order incorporating that work. District shall retain any unused amounts and Contractor hereby authorizes the District to execute a unilateral deductive change order at or near the end of the Project for all or any portion of the allowance not allocated. Contractor 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. Contractor's inclusion of a request for such payment in a progress payment application, or Contractor's acceptance of a progress payment that includes such payment, shall act as a full and complete waiver by Contractor 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 Contractor requests a time extension or other consideration in connection with or related to a requested payment from the contingency, Contractor 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 if the contingency is fully spent, the Contractor 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 by a change order approved by the Owner's governing body pursuant to the General Conditions. Upon Completion of the Work, all amounts in the contingency that remain unspent and unencumbered shall remain the property of the Owner, Contractor shall have no claim to such funds, the Owner shall be entitled to a credit for such unused amounts against the above contract price, and the Owner may withhold such credit from any progress payment or release of retention.

3. Design Services; Standard of Care.

Contractor further agrees to perform the design services as set forth in in the Scope of Work, attached here to as **Exhibit A**, which may include preparation of the Plans and Specifications for the Project, utilizing the services of a licensed architect and such licensed engineers ("Design Professionals") as may be necessary. Any such Plans and Specifications shall meet all of the requirements of the Scope of Work attached hereto as **Exhibit A**. If the approval of the Division of the State Architect ("DSA") is necessary for any portion of the design of the Project, Contractor shall obtain such approval as part of the Scope of Work. The Contractor agrees to perform such design services as expeditiously as is consistent with professional skill and care and the orderly progress of the District's Project.

All design services performed by the Contractor and its Design Professionals under and 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 Design Professionals in the same discipline, on similar projects in California with similar complexity and with similar agreements, who are specially qualified to provide the design services required by the District; and all such design 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, including any access requirements under state or federal law, including but not limited to the Americans with Disabilities Act ("ADA"). Contractor and its Design Professionals shall be responsible for the completeness and accuracy of any drawings, renderings, and specifications as may be required pursuant to the Scope of Work. The District shall have the right to add or delete from the Contractor's Scope of Work as it may deem necessary for the best interests of the Project and/or the District.

4. Contractor's Consultants.

Contractor shall submit, for written approval by the District, the names of any consultants that Contractor proposes to use in connection with its work under this Agreement. Nothing in this Agreement shall create any contractual relationship between the District and any consultants employed by the Contractor under the terms of this Agreement. Contractor's consultants shall be licensed to practice in California and have relevant experience with California school construction during the last five years.

5. Scope of Construction Work; Licensing.

Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and



appliances required, and to expeditiously 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 required for the Project, all in strict compliance with the Plans and Specifications therefor and other contract documents relating thereto. The Contractor and the District agree that all of the documents listed in Article 1.1.1 of the General Conditions (which General Conditions are attached hereto as **Exhibit C**) form the Contract Documents, which form the Contract (as defined therein). In accordance with Section 3300 of the Public Contract Code, Contractor warrants and represents that Contractor has a Class B and C-10 license that it shall maintain in good standing for the duration of Contractor's work on the Project.

During the Work, the Contractor 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.

6. Time to Complete and Liquidated Damages.

Time is of the essence in this Agreement, and it is important to the District to begin energy savings through each of the ECMs according to the Construction Work Schedule. All Work shall be completed by **June 30, 2026** the "Contract Time." Failure to Complete the Project within the time established herein and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages.

The site for the Contract will not be available to the Contractor for construction on the dates indicated in **Exhibit B**. The Contractor shall not be entitled to time extensions for lack of access to the site on these dates.

The actual occurrence of damages and the actual amount of the damages which the District would suffer if the Work were not Completed within the specified time set forth 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 District would suffer in the event of delay, include, but are not limited to, loss of the use of part or all of the Work, disruption of activities, costs of administration, supervision, and the loss and inconvenience suffered by the public.

Accordingly, the parties agree that **\$3,000 per calendar day** of delay shall be the damages which the Owner shall directly incur upon failure of the Contractor to Complete the Work within the Contract Time as described above. Accordingly, the parties agree that the following amounts shall be the damages which the Owner shall directly incur for the specified failures of the Contractor.

If the Contractor becomes liable under this section, the District, in addition to all other remedies provided by law, shall have the right to withhold from any progress payments and withhold from any and all retained percentages of payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this Section has been finally determined. If the withholdings are not sufficient to discharge all liabilities of the Contractor incurred under this Agreement then the Contractor and its sureties shall continue to remain liable to the District for such liabilities until all such liabilities are satisfied in full.



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

7. Ownership of Documents.

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 Contractor and its Design Professionals 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 the current Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the 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 the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the current Project) under Education Code section 17316. If the District reuses such work and retains another certified design professional for the re-use, the District shall indemnify and hold harmless the Contractor and its Design Professionals 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).

The Contractor will provide the District with a complete set of any 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 Contractor or its Design Professionals 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 Contractor's files for a period of no less than three (3) years. Contractor shall promptly make available to District any original documents it has retained under this Agreement upon request by the District.

8. Licensing of Intellectual Property.

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 Contractor or its Design Professionals under this Agreement, not only as they relate or may relate to the current Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the 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 the Project (including but not limited to any repair, maintenance, renovation, modernization or other alterations or revisions to the Project) under Education Code section 17316. The Contractor shall require its Design Professionals to agree in writing that the District is granted a similar non-exclusive and perpetual license for the work of the Design Professionals performed

under this Agreement. If the District reuses such work and retains another certified design professional for the re-use, the District shall indemnify and hold harmless the Contractor and its Design Professionals 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).

9. Prevailing Wages.

The Project is a public work, and 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 the Department of Industrial Relations ("DIR") 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 District'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 Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the District 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 Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project 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 District, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations.

This Project is subject to compliance monitoring and enforcement by the DIR in accordance with the provisions of Sections 1725.5, 1771.1, 1771.3, 1771.4, 1771.5, and 1771.7 of the Labor Code. This requirement applies regardless of whether the Project will use State funds. For any contract over Twenty-Five Thousand Dollars (\$25,000), in order to be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104, or 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), a contractor or subcontractor must be 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.

10. 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 Contractor 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 Contractor 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 District and the Division of Labor Standards Enforcement. The Contractor shall as a penalty to the District forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor 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.

11. Apprentices.

The Contractor 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 Contractor for all apprenticeable occupations.

12. DSA Oversight Process.

If any of the Project Scope is subject to DSA Oversight Process, the Contractor 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 District'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 District, District's representatives, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor 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 Contractor's wrongful act or omissions. 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 Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

13. Indemnification and Insurance: Bonds.

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the District, its governing board, officers, agents, trustees, and employees as provided in the General Conditions.

By this statement the Contractor 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 Contractor shall supply the District with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the District will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$1,000,000 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000 per accident for bodily injury and property damage combined single limit.

Contractor shall provide the performance and payment bonds required by the General Conditions. All bonds shall be submitted on the District's approved forms, which are attached hereto as Exhibits D and E, respectively.

14. Changes.

Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

15. Independent Contractor.

Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor shall be responsible for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes for the respective Contractor's employees.

16. Tax Benefits.

Unless otherwise specified in this Contract, Contractor is solely entitled to claim tax benefits available under section 179D of the Internal Revenue Code (EPAct), or its successor.

17. Entire Agreement.

The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the District's award of the Project to Contractor, unless such agreement is expressly incorporated



herein. The District 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.

18. Execution of Other Documents.

Contractor shall create a Final Binder according to the specifications outlined in **Exhibit F**. Two (2) hard copies and one (1) electronic copy shall be provided to the District. Delivery of the Final Binder is required for final payment of the Contract Sum. 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.

19. 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.

20. Binding Effect.

Contractor, by execution of this Agreement, acknowledges that Contractor 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 Contractor and the District and their respective successors and assigns.

21. 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 Alameda County, subject to transfer of venue under applicable State law.

22. Amendments.

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

23. Assignment of Contract.

The Contractor 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 District.

24. 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.

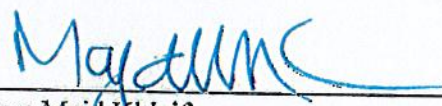
25. Project Labor Agreement, Local Hire, CalShape Provisions. Contractor shall comply with all provisions of the District's Project Labor Agreement and shall comply with the District's Local Business Utilization and Local Hire Policies. Contractor shall comply with applicable terms of the District's CalShape Grant Agreement.

Contractors are required by law to be licensed and regulated by the Contractors State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, CA 95826.

OAKLAND UNIFIED SCHOOL DISTRICT

YSERCO ENERGY SOLUTIONS, INC.  
A California Corporation


\_\_\_\_\_  
Benjamin Davis, President Date  
Board of Education


By   
Name: Majd Khleif  
Chief Executive Officer

\_\_\_\_\_  
Kyla Johnson-Trammell, Secretary Date  
And Superintendent, Board of Education

Date 4/2/2024

\_\_\_\_\_  
Preston Thomas, Chief Systems & Date  
Services Officer, Facilities Planning and Management

By   
Name: Derek Eggers  
President

Approved as to form:  4/3/24

\_\_\_\_\_  
OUSD Legal Counsel Date

Date 4/2/2024

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor'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.

**EXHIBIT A**  
**SCOPE OF WORK**

The Scope of Work shall include the following installation services (denoted with an X) to be performed at the District school sites listed in the chart below, along with additional services as specified by the District.

	School Name	Plug Load Controls	Lighting LED Retrofit	Transformer Replacement	Refrigeration Controls	CaISHAPE HVAC Ventilation Assessment + CO2 + Filters + CaISHAPE Contingency Funded Repairs	CaISHAPE Plumbing/Water Conservation
Full IGA	Allendale	X				X	X
	Bella Vista	X				X	X
	Bret Harte	X	X			X	X
	Elmhurst	X			X	X	X
	Fruitvale	X	X			X	X
	Lockwood (Futures)	X	X		X	X	X
	Global Family	X				X	X
Full IGA	Grass Valley	X	X			X	X
	Horace Mann	X				X	X
	Laurel	X	X			X	X
	Madison Park	X	X		X	X	X
	Madison Sobrante	X	X			X	X
	Manzanita (Community + CDC Seed)	X	X		X	X	X
	MLK	X	X			X	X
Full IGA	New Highland	X	X			X	X
	Oakland HS	X	X	X	X	X	X
	West Oakland MS	X				X	X
	Oakland Tech	X		X		X	X
	Skyline	X		X	X	X	X
	La Escuelita	X		X	X	X	X
CaISHAPE Only	United for Success (Calvin Simmons)		X			X	X
	Chabot		X			X	X
	Oakland International HS					X	X
	Prescott					X	X
	Westlake MS					X	X
	Dewey					X	X
	Metwest					X	X
	Roosevelt MS					X	X
	Garfield					X	X
	International Community School					X	X
CaISHAPE Only	Acorn					X	X
	Bridges					X	X
	Brookfield					X	X
	Burckhalter					X	X
	Castlemont					X	X
	Community Day					X	X
	CCPA					X	X
	East Oak Pride					X	X
	Fremont HS					X	X

[chart continued on following page]

CaISHAPE Only	Frick						X	X		
	Greenleaf						X	X		
	Howard ES						X	X		
	Rudsdale						X	X		
	Marlham						X	X		
	Esperanza (Stonehurst)						X	X		
	Hoover						X	X		
	Parker						X	X		
	McClmonds						X	X		
	Carl B Munck						X	X		
CaISHAPE Only	Claremont Middle						X	X		
	Cleveland ES						X	X		
	Community United						X	X		
	Crocker Highlands						X	X		
	Edna Brewer MS						X	X		
	Emerson ES						X	X		
	EnCompass Academy						X	X		
	Franklin ES						X	X		
	Korematsu						X	X		
	Hillcrest ES						X	X		
CaISHAPE Only	Home and Hospital						X	X		
	Sojourner Truth (Independent Study)						X	X		
	Joaquin Miller						X	X		
	LIFE Academy						X	X		
	Lincoln ES						X	X		
	Montclair						X	X		
	Montera						X	X		
	Peralta						X	X		
	Piedmont						X	X		
	Ralphe Bunche						X	X		
CaISHAPE Only	Reach Academy (Cox Academy)						X	X		
	Redwood Heights						X	X		
	Rise Community						X	X		
	Sankofa United						X	X		
	Sequoia ES						X	X		
	Street Academy						X	X		
	Think College Now						X	X		
	Thornhill ES						X	X		
	Urban Promise						X	X		
	Melrose Leadership (Maxwell Park)						X	X		
CaISHAPE Only	Oakland School of Language						X			
	Gateway to College (Laney)						X			
	Glenview ES						X			
	Infant and Preschool							X		
	Total Utility Energy Savings									\$ 1,034,809
Total O&M Savings									\$ 375,019	
CaISHAPE Grant SS	\$0	\$0	\$0	\$0	\$ 6,611,340	\$ 4,347,093			\$ 10,958,433	
PS&E Incentive	\$0	\$ 8,044	\$0	\$0	\$0	\$0	\$0		\$8,044	

## EXHIBIT D

### FORM OF PERFORMANCE BOND

WHEREAS the **OAKLAND UNIFIED SCHOOL DISTRICT** (also referred to herein "Obligee") has awarded to **Syserco Energy Solutions, Inc.** (hereinafter "Contractor"), a contract for work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the **[Insert Project]**, the "Project"); **Energy Conservation Measures Design-Build Project**

WHEREAS, the Work to be performed by the Contractor is more particularly set forth in that certain Agreement between the Obligee and Contractor dated \_\_\_\_\_, which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, the Contractor is required by said Contract Documents furnish a bond ensuring the Contractor's prompt, full and faithful performance of the Work under the Contract Documents ("Bond"),

NOW, THEREFORE, we **Syserco Energy Solutions, Inc.**, the undersigned Contractor, as Principal, and **Western Surety Company**, a corporation organized and existing under the laws of the State of **South Dakota**, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto the **OAKLAND UNIFIED SCHOOL DISTRICT** in the sum of **\* See below** dollars, **\$ 20,890,566.00**, said sum being not less than 100% of the total amount payable by the said Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein. **\* Twenty Million Eight Hundred Ninety Thousand Five Hundred Sixty-Six and no/100**

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its heirs, executors, administrators, successors or assigns, promptly, fully and faithfully performs each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents, as they may be modified or amended from time to time, and if the Principal indemnifies and saves harmless the Obligee, its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or obligations of the Contract Documents, including all modifications and amendments thereto, and any warranties or guarantees required thereunder, as set forth in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder. Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Contract Documents, within twenty (20) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's mere denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt,

diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Obligee within the time specified herein, the Obligee may take all such action or actions necessary to cure or remedy the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be each jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance under or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes of any Work which increases the Contract Price.

The Principal and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the Bond, Principal and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety shall pay to the Obligee all costs, expenses and fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, we have hereto set our hands and seals this 1st day of April, 2024.

Syserco Energy Solutions, Inc.  
Principal/Contractor

By: [Signature]  
President CEO

Western Surety Company  
Surety

By: [Signature]  
Attorney-in-Fact Karen Rhodes

The rate of premium on this bond is Tiered see side note per thousand.

The total amount of premium charged, \$ 127,743.00.

(The above must be filled in by corporate surety.)

First \$500k - \$11.40  
Next \$2MM - \$8.33  
Next \$2.5MM - \$6.84  
Next \$2.5MM - \$6.22  
Next \$2.5MM - \$5.70  
Over \$10MM - 5.14

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

State of California )  
 )  
County of \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before me,  
\_\_\_\_\_, a Notary Public in and for said state, personally appeared  
\_\_\_\_\_, known to me (or proved to be on the basis of satisfactory evidence) to be the  
person whose name is subscribed to the within instrument as the Attorney-in-Fact of the  
\_\_\_\_\_ (surety) and acknowledged to me that he subscribed the name of the  
\_\_\_\_\_ (surety) thereto and his own name as Attorney-in-Fact.

**\*\* SEE ATTACHED NOTARY ACKNOWLEDGEMENT \*\***

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

My Commission expires \_\_\_\_\_.



**IMPORTANT: THIS IS A REQUIRED FORM.**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the Work or Project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Western Surety Company  
2121 N. California Blvd., Suite 760  
Walnut Creek, CA 94596

Telephone: (415) 932-7175

(Name and Address of agent or representative for service for service of process in California)

Amanda Garcia  
330 N. Brand Blvd., Ste 700 Glendale, CA 91203

Telephone: (213) 337-4615

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 )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

**\*\* SEE ATTACHED NOTARY ACKNOWLEDGEMENT \*\***

\_\_\_\_\_  
Notary Public in and for said State

(SEAL)

Commission expires: \_\_\_\_\_

NOTE: A copy of the power-of-attorney to local representatives of the Surety must be attached hereto.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

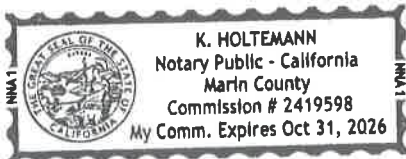
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Marin )  
On April 1, 2024 before me, K. Holtemann, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Karen Rhodes  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature [Handwritten 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: \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charles R Shoemaker, Kathleen Earle, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Joan DeLuca, Yvonne Roncagliolo, Thomas E Hughes, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Individually**

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of February, 2024.



WESTERN SURETY COMPANY

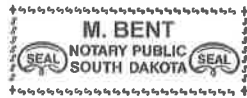
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 29th day of February, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of April, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

STATE OF CALIFORNIA  
**DEPARTMENT OF INSURANCE**  
SAN FRANCISCO

Amended  
**Certificate of Authority**

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

*Western Surety Company*

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

**Surety and Liability**

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

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

IN WITNESS WHEREOF, *effective as of the 21st day of March, 1975, I have hereunto set my hand and caused my official seal to be affixed this 21st day of March, 1975.*

Fee \$25.00

Rec. No. 61589

Filed 10-4-74

Wesley J. Kinder  
*Insurance Commissioner*

By

Wallace W. Scales  
*Deputy*

**Certification**

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

IN WITNESS WHEREOF, *I have hereunto set my hand and caused my official seal to be affixed this 19th day of June, 2014.*

Dave Jones  
*Insurance Commissioner*

By

*Pauline D'Andrea*  
Pauline D'Andrea

**EXHIBIT E**

**FORM OF PAYMENT BOND**

WHEREAS, the **OAKLAND UNIFIED SCHOOL DISTRICT** (the "Obligee") has awarded to **Syserco Energy Solutions, Inc.** (the "Principal") a contract for the Work commonly described as the **[Insert Project]**, the "Project"); **Energy Conservation Measures Design-Build Project**

WHEREAS, the Work to be performed by the Principal is more particularly set forth in that certain Agreement between the Principal and the Obligee, dated \_\_\_\_\_, 2024 which Agreement and all other contract documents set forth therein (collectively, the "Contract Documents") are incorporated herein and made a part hereof by this reference; and

WHEREAS, by the terms of the Contract Documents, and in accordance with California Civil Code §§ 9550 et seq., the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used, or reasonably required for use, in the performance of the Work on the Project ("Bond"); and

WHEREAS, the term "Claimant" shall refer to any of the persons described in California Civil Code § 9100, who provide or furnish labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard to whether such labor, materials or services were sold, leased or rented.

NOW THEREFORE, we, **Syserco Energy Solutions, Inc.**, as Principal, and **Western Surety Company**, as Surety, are held and firmly bound, along with our respective heirs, executors, administrators, successors and assigns, jointly and severally, unto **OAKLAND UNIFIED SCHOOL DISTRICT**, as Obligee, for payment of the penal sum of **\* See below** Dollars (\$ **20,890,566.00** ), said sum being not less than one hundred percent (100%) of the total amount payable by the Obligee under the terms of the Contract Documents, in lawful money of the United States, as more particularly set forth herein. **\*Twenty Million Eight Hundred Ninety Thousand Five Hundred Sixty-Six & no/100**

This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

The condition of the obligation is such that if the Principal, or its subcontractors, heirs, executors, administrators, successors or assigns fail to pay (1) any Claimant, (2) amounts due under the Unemployment Insurance Code with respect to Work or labor performed on the Project, or (3) amounts required to be deducted, withheld, and paid to the Employment Development Department from the wages of employees of the Principal and its subcontractors under Section 13020 of the Unemployment Insurance Code with respect to the Work and labor, then Surety will pay for the same in an amount not to exceed the sum specified above and, if an action is brought to enforce the liability on the Bond, the Surety shall pay such reasonable attorneys' fees as fixed by the court, as set forth in Civil Code § 9554.

If the Principal promptly, fully and faithfully makes payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work, then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

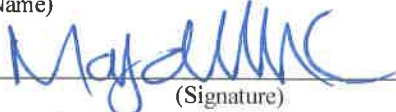
The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this 1st day of April, 2024 by their duly authorized agents or representatives.

(Corporate Seal)

Syserco Energy Solutions, Inc.

(Principal Name)

By:   
(Signature)


Majd Khleif  
(Typed or Printed Name)

Title: CEO

(Corporate Seal)

Western Surety Company

(Surety Name)

By:   
(Signature of Attorney-in-Fact for Surety)

(Attach Attorney-in-Fact Certificate)

Karen Rhodes, Attorney-in-Fact

(Typed or Printed Name of Attorney-in-Fact)

2121 N. California Blvd., Suite 760  
Walnut Creek, CA 94596  
(Address)

(415) 932-7175  
(Area Code and Telephone Number of Surety)



**IMPORTANT: THIS IS A REQUIRED FORM.**

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the Work or Project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

Western Surety Company  
2121 N. California Blvd., Suite 760  
Walnut Creek, CA 94596

Telephone: (415) 932-7175

(Name and Address of agent or representative for service for service of process in California)

Amanda Garcia  
330 N. Brand Blvd., Ste 700, Glendale, CA 91203

Telephone: (213) 337-4615

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 )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

**\*\* SEE ATTACHED NOTARY ACKNOWLEDGEMENT \*\***

(SEAL)

Notary Public in and for said State

Commission expires: \_\_\_\_\_

NOTE: A copy of the power-of-attorney to local representatives of the Surety must be attached hereto.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

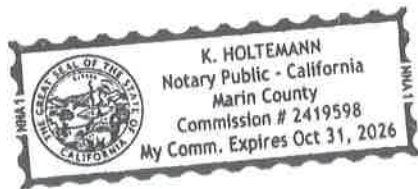
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Marin )  
On April 1, 2024 before me, K. Holtemann, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Karen Rhodes  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature K. Holt  
*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: \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charles R Shoemaker, Kathleen Earle, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Joan DeLuca, Yvonne Roncagliolo, Thomas E Hughes, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Individually**

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 29th day of February, 2024.



WESTERN SURETY COMPANY

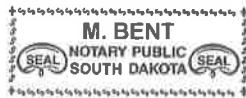
Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 29th day of February, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 1st day of April, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27<sup>th</sup> day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

STATE OF CALIFORNIA  
**DEPARTMENT OF INSURANCE**  
SAN FRANCISCO

Amended  
**Certificate of Authority**

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

*Western Surety Company*

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

**Surety and Liability**

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

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

IN WITNESS WHEREOF, *effective as of the 21st day of March, 1975, I have hereunto set my hand and caused my official seal to be affixed this 21st day of March, 1975.*

Fee \$25.00

Wesley J. Kinder  
*Insurance Commissioner*

Rec. No. 61589

Filed 10-4-74

By

Wallace W. Scales  
*Deputy*

**Certification**

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

IN WITNESS WHEREOF, *I have hereunto set my hand and caused my official seal to be affixed this 19th day of June, 2014.*

Dave Jones  
*Insurance Commissioner*

By

*Pauline D'Andrea*  
Pauline D'Andrea

## EXHIBIT F

### PROJECT CLOSEOUT AND FINAL BINDER TABLE OF CONTENTS

#### Project Closeout Requirements:

Prior to final completion of the Project, Contractor will perform all closeout tasks required by the Contract Documents, including the following tasks without limitation:

- Complete all unfinished work described on a punchlist to be provided by District's consultant and approved by District.
- All systems shall operate continuously and without any downtime for a period of 30 days after commissioning as a measure of Final Completion.
- Provide District with Final Binder that includes all items in the Final Binder Table of Contents (2 hardcopy and an electronic version). Electronic version of Final Binder should be delivered in a neat and organized folder tree as provided by customer. Two (2) sets of 18"x24" as-built drawings.
- Two (2) sets of keys to all locks, equipment, and boxes installed

#### Final Binder Table of Contents:

- a. Cover Page
  - i. Name of the Project (Energy Efficiency Project)
  - ii. District name
  - iii. Contractor name
  - iv. Any Job Reference Numbers
- b. Table of Contents (this Table of Contents)
- c. Reference Milestones and Documents
  - i. Copy of all executed Contracts
  - ii. Notice to Proceed to Procurement and Construction
  - iii. Notice of Completion for each site
- d. Contact Information
  - i. Contractor name, O&M contact person and title, mailing address, phone, fax, and email
  - ii. Customer Care contact phone number and email
- e. Final Project Schedule
- f. Final Cost
  - i. Final Cost Breakdown Table
  - ii. Approved Change Orders, evidence of equipment purchases, rentals, and other cost support documentation
- g. Drawings and Project Scope Inventory
  - i. As-Built Drawings
    1. The as-built drawing set will be the final drawing submittal and will be modified for the changes made during the construction process. Changes shall be clouded and a printed list of such changes shall be delivered with the drawings.
    2. As-built drawings shall correctly represent all existing and discovered underground utilities at Sites, and shall be legible when printed.
    3. Must also contain single line diagrams

- ii. Equipment Lists
  1. Final Project Scope Inventory, with all fields completed for accurate count, make, model, wattage/EER/SEER (as applicable)
  2. List of fixtures installed and quantity, type.
- h. Operations and Maintenance Manuals
  - i. Equipment Specification Sheets
  - ii. Equipment Warranties
  - iii. Installation Manuals
  - iv. User or Operations & Maintenance Manuals
- i. Completion Documents
  - i. Signed off Inspection cards
  - ii. DSA project closeout notification form or DSA 999 form if exempt:  
<https://www.apps.dgs.ca.gov/tracker/Appno.aspx>
  - iii. If DSA project, collect DSA close-out letter issued by DSA. Obtain Construction Change Directive from DSA if a change order was issued and approved post DSA approval
  - iv. Compliance Forms, Testing, Inspection, and Commissioning sheets as required by DSA including Title 24 Standards.
    1. Refer to Appendix A of the 2017 (or latest applicable version) Nonresidential Compliance Manual for all required testing and commissioning forms:  
[http://www.energy.ca.gov/title24/2013standards/nonresidential\\_manual.html](http://www.energy.ca.gov/title24/2013standards/nonresidential_manual.html)
    2. Refer to DSA's Energy Efficiency Regulations & Plan Review for School Construction including DSA 403-A and DSA 403-B:  
<http://www.dgs.ca.gov/dsa/Programs/progSustainability/energyregs.aspx>
  - v. Aggregated punch list completion lists
  - vi. Executed Incentive Forms (if applicable)
  - vii. Executed Incentive Form Support Files
  - viii. Recycling and disposal certificates
  - ix. Key Holder List
- j. Site photographs (electronic version only, each file name should reflect location and unit in photo)
  - i. Each HVAC unit, including nameplate and other HVAC components
  - ii. Equipment and components installed (use a representative photo where installed equipment is not visible), as well as exteriors and interiors where work was completed.
  - iii. All other installed components



## **EXHIBIT G**

### **CONTRACTOR'S PROJECT SCHEDULES.**

Contractor shall provide schedules as required by the Contract Documents, including but not limited to Section 3.9.1 of the General Conditions. The schedules provided by Contractor shall not exceed time limits current under the Contract Documents and shall comply with all the scheduling requirements in the Specifications. Failure of the Contractor to provide Project Schedules in accordance with the Contract Documents shall constitute grounds to withhold, in whole or in part, progress payments to Contractor, and a material breach of the Agreement.

**Exhibit H**

**Certifications to be Completed By Contractor**

**DESIGNATION OF SUBCONTRACTORS  
[Public Contract Code §4104]**

Each proposing LLB entity shall set forth below the name and the location of the place of business of each subcontractor, the portion of the Work which will be performed by each subcontractor, and the California contractor license number and DIR registration of each subcontractor, who will perform the following types of work or labor, or render the following types of service, to the proposing LLB entity in or about the construction of the Work or improvement:

- \_\_\_\_\_ [identify all "types" of subcontractors that the District wants listed in the proposal; see Education Code section 17250.65(a)]
- \_\_\_\_\_
- \_\_\_\_\_

If the proposing LLB entity fails to specify a type of subcontractor listed above, the proposal shall be deemed nonresponsive.

After award of the LLB Contract, other subcontractors may be selected by the LLB entity for the Work as provided by Education Code section 17250.65(b).

An inadvertent error in listing a California contractor's license number shall not be grounds for filing a protest or for considering the proposal nonresponsive if the proposing LLB entity submits the corrected contractor's license number to the District within 24 hours after the deadline for submittal of the proposal, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original proposal shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

For any proposal submitted, and for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a protest or grounds for considering the proposal nonresponsive, provided that either the subcontractor is registered prior to the proposal opening; the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the proposal opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable proposal. **NOTE:** Reproduce the next page of this form if needed for additional listings.

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	DIR Registration Number
	See Attached list			


I am the authorized representative of the proposer submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

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 April 1, 2024, at Fremont [city], CA [state].

Signature: 

Print Name: Majd Kherif

Title: CEO

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	CA Contractor License Number	DIR Registration Number
Plumbing - select sites	Retro-Tech Systems, LLC (219) 256-7200	Valparaiso, IN	1033546	1000025942
Electrical (Transformers - select sites, Refrigeration Controls, Plug Load)	Net Electric, Inc. (510) 430-2833	San Leandro, CA	960045	1000006222
CO2 Sensors, Building Automation	Syserco, Inc. (510) 498-1171	Fremont, CA	483939	1000010773
Mechanical (HVAC Assessments / Repairs)	Matrix HG, Inc. (925) 459-9200	Concord, CA	812232	1000003058
Plumbing - select sites	ECM Holding Group, Inc. (920) 267-6110	Oshkosh, WI	1082567	1000063729
Electrical (Transformers - select sites)	MB Herzog Electric, Inc. (562) 531-2002	Paramount, CA	383811	1000003429
Lighting	Tri-Nova, Inc. (530) 990-1959	Palermo, CA	1027426	1000049717

**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: 04/01/2024

Name: Majd Khleif

  
Signature

Title: CEO



## 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: Syserco Energy Solutions, Inc.  
Supervisor/Foreman Name: \_\_\_\_\_  
Start Date: \_\_\_\_\_  
Completion Date: \_\_\_\_\_  
Location of Work: \_\_\_\_\_  
Hours of Work: \_\_\_\_\_  
Length of Time on Grounds: \_\_\_\_\_  
Number of Employees on the Job: \_\_\_\_\_

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):

- 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: \_\_\_\_\_

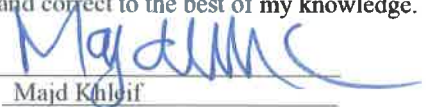
Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony: \_\_\_\_\_

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: 04/01/24

Signature:   
Typed Name: Majd Khloif  
Title: CEO  
Contractor: Syserco Energy Solutions Inc.

**SUFFICIENT FUNDS DECLARATION**  
**[Labor Code §2810]**

Owner: Oakland Unified School District  
Contract: \_\_\_\_\_ Project

I, Majd Khleif, declare that I am the CEO of Syserco Energy Solutions, 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 Syserco Energy Solutions, Inc. to comply with all local, state or federal labor laws or regulations during the Contract, including payment of prevailing wage, and that Syserco Energy Solutions, Inc. 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 April 1 2024, at Fremont/city, CA [state].



\_\_\_\_\_  
Signature  
Print Name: Majd Khleif

Print Title: CEO

## DRUG-FREE WORKPLACE CERTIFICATION

The Drug-Free 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 Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

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

Syserco Energy Solutions, Inc.  
Name of Contractor

Majd Khleif  
Signature

Majd Khleif  
Print Name

04/01/2024  
Date



**IRAN CONTRACTING ACT CERTIFICATION**


**(Public Contract Code sections 2202-2208)**

**(To be Executed by Proposing Entity and Submitted With Proposal)**

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 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).)

<i>Proposer Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
Syserco Energy Solutions, Inc.	46-4183947
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
Majd Khleif, CEO	
<i>Date Executed</i>	<i>Executed in</i>
	Alameda County, California

**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 submit a proposal for, or enter into or renew, 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.

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

## NONCOLLUSION DECLARATION

Owner: Oakland Unified School District  
Contract: CalSHAPE and Energy Upgrades  
Site: Various District-wide

The undersigned declares:

I am the Chief Executive Officer of Syserco Energy Solutions, Inc., the party making the foregoing bid or proposal ("Bid").

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on April 1, 2024, at Fremont [city], CA [state].

  
\_\_\_\_\_  
Signature

Majd Khleif  
\_\_\_\_\_  
Print Name

**Project Cashflow Pro Forma**

		Energy Cost Annual Escalation		30.0%	5.7%	5.7%	5.7%	5.7%	5.7%	5.7%	5.7%	5.7%
		Savings Using PG&E Approved in OBF Tech. Review (\$0.3203 / kWh)		Savings During Construction (2024)	1st Year (2025) Savings (\$)	5	10	15	20	25	30	35
kWh Savings	2023 Rates	PG&E Approved in OBF Tech. Review (\$0.3203 / kWh)	50% of Annual Savings +30% Electricity over 2023 / +34.8% for Gas									
<b>Lighting</b>												
Energy Savings	1,374,579	\$ 440,278	\$ 286,180	\$ 605,043	\$ 755,528	\$ 997,311	\$ 1,316,470	\$ 1,737,767	\$ 2,293,886			
O&M Savings (esc. %)												
<b>Plug Load</b>												
Energy Savings	383,044	\$ 122,689	\$ 79,748	\$ 168,603	\$ 210,537	\$ 277,914	\$ 366,851	\$ 484,251				
<b>Refrigeration Controls</b>												
Energy Savings	27,495	\$ 8,807	\$ 5,724	\$ 12,102	\$ 15,112	\$ 19,949	\$ 26,333					
O&M Savings (esc. %)												
<b>Transformers</b>												
Energy Savings	269,031	\$ 86,171	\$ 56,011	\$ 118,418	\$ 147,871	\$ 195,193	\$ 257,658	\$ 340,114	\$ 448,957	\$ 592,632	\$ 782,285	
		Water/Sewer Cost Annual Escalation		17.0%	17.0%	3.0%	3.0%	3.0%				
		Natural Gas Cost Annual Escalation		34.8%	4.9%	4.9%	4.9%	4.9%				
		Using Gas Rate: \$1.86/Therm										
<b>Plumbing</b>												
Water/Sewer Savings			\$ -									
Gas Savings (Therms)	25,950	\$ 48,267	\$ 32,532	\$ 68,252	\$ 82,645	\$ 104,977	\$ 133,344					
O&M Savings												
			\$ 460,196	\$ 972,418	\$ 1,211,694	\$ 1,595,343	\$ 2,100,656	\$ 2,562,131	\$ 2,742,843	\$ 592,632	\$ 782,285	

Lifecycle Savings (Electricity & Natural Gas Only)	
Lighting	\$ 32,157,004
Plug Load	\$ 6,091,984
Refrigeration Controls	\$ 281,275
High Efficiency Transformers	\$ 12,464,689
Plumbing (Gas)	\$ 1,494,277
	<b>\$ 52,489,229</b>

**Project Cashflow Pro Forma**

Energy Cost Annual Escalation	30.0%	5.7%	5.7%	5.7%	5.7%	5.7%	5.7%	5.7%	5.7%	5.7%
Savings Using 2023 Rates PG&E Approved in OBF Tech. Review (\$0.3203 / kWh)	Savings During Construction (2024) 50% of Annual Savings +30% Electricity over 2023 / +34.8% for Gas	1st Year (2025) Savings (\$)	5	10	15	20	24	25	30	35
<b>Lighting</b>										
Energy Savings	\$ 359,504.00	\$ 233,678	\$ 494,041	\$ 616,918	\$ 814,344	\$ 1,074,950	\$ 1,418,955	\$ 1,771,874	\$ 1,873,048	
O&M Savings (esc. %)	3%		\$ 103,749	\$ 116,770	\$ 135,368	\$ 156,929	\$ 181,924	\$ 204,757	\$ 210,900	
<b>Plug Load</b>										
Energy Savings	\$ 122,689.00	\$ 79,748	\$ 168,603	\$ 210,537	\$ 277,914	\$ 366,851	\$ 484,251			
<b>Refrigeration Controls</b>										
Energy Savings	\$ 8,589.00	\$ 5,583	\$ 11,803	\$ 14,739	\$ 19,456	\$ 25,682				
O&M Savings (esc. %)	3%		\$ 2,479	\$ 2,790	\$ 3,234	\$ 3,749				
<b>Transformers</b>										
Energy Savings	\$ 86,165.00	\$ 56,007	\$ 118,411	\$ 147,861	\$ 195,180	\$ 257,641	\$ 340,091	\$ 424,678	\$ 448,927	\$ 592,593 \$ 782,234
Water/Sewer Cost Annual Escalation	17.0%	17.0%	3.0%	3.0%	3.0%					
Natural Gas Cost Annual Escalation	34.8%	4.9%	4.9%	4.9%	4.9%					
Using Gas Rate: \$1.86/Therm										
<b>Plumbing</b>										
Water/Sewer Savings	\$ 457,962	\$ 267,908	\$ 626,904	\$ 705,586	\$ 817,968	\$ 948,249				
Gas Savings	\$ 47,763	\$ 32,192	\$ 67,539	\$ 81,782	\$ 103,881	\$ 131,951				
O&M Savings	3%		\$ 145,833	\$ 164,136	\$ 190,279	\$ 220,586				
		\$ 675,116	\$ 1,739,362	\$ 2,061,120	\$ 2,557,623	\$ 3,186,588	\$ 2,425,221	\$ 2,401,309	\$ 2,532,875	\$ 592,593 \$ 782,234

Lifecycle Savings	
Lighting	\$ 26,257,457
Plug Load	\$ 6,091,985
Refrigeration Controls	\$ 274,323
High Efficiency Transformers	\$ 12,463,875
Plumbing (Gas)	\$ 1,478,674
	<b>\$ 46,566,314</b>
Water / Sewer Savings	\$ 11,927,645
O&M Savings	\$ 6,541,038
	<b>\$ 18,468,683</b>
<b>Total Savings</b>	<b>\$ 65,034,997</b>



## LOCAL AGENCY AND DISTRICT CUSTOMERS ON-BILL FINANCING LOAN AGREEMENT

The undersigned Local Agency or District<sup>1</sup> Customer (“**Customer**”) has contracted for the provision of energy efficiency/demand response equipment and services (the “**Work**”) which qualify for one or more of PG&E’s applicable rebate or incentive programs. Subject to the conditions (including the process for Adjustment and preconditions to funding) set forth below, Pacific Gas and Electric Company (“**PG&E**”) shall extend a loan (the “**Loan**”) to Customer in the amount of the loan balance (the “**Loan Balance**”) pursuant to the terms of this On-Bill Financing Loan Agreement (“**Loan Agreement**”) and PG&E’s rate schedules E-OBF and/or G-OBF, as applicable (the “**Schedule**”).

To request the Loan, Customer has submitted a completed On-Bill Financing Application and associated documentation as required by PG&E (the “**Application**”). Collectively the Application and this Loan Agreement (including any Adjustment hereunder) comprise the “**Agreement**”.

1. Customer shall arrange for its Contractor, as identified at the end of this Agreement (“**Contractor**”), to provide the Work as described in the Application.
2. The estimated Loan Balance is set forth below. The total cost of the Work as installed, rebate/incentive for qualifying energy efficiency measures, Loan Balance, monthly payment, and loan term specified in this Loan Agreement may be adjusted, if necessary, after the Work and the post-installation inspection described in the Application and/or herein are completed (the “**Adjustment**”). The Adjustment will be calculated using the actual total cost of the Work, as installed, and the estimated energy savings (as described in the Application) of such Work. In no event will the Loan Balance be increased without Customer’s written consent, even if Customer is eligible for such increased Loan Balance. Moreover, in no event will the Loan Balance exceed the maximum loan amount stipulated in the Application. Customer understands that in order to be eligible for the Loan, the initial Loan Balance for Work may not fall below the minimum loan amount, nor may the payback period exceed the maximum payback period. **Accordingly, if after the Adjustment, the Loan Balance falls below the minimum loan amount or if the simple payback period exceeds the program maximum payback period, each as described in the Application, PG&E shall have no obligation to extend the Loan, as the Work would not meet program requirements.** The Adjustment described in this paragraph will be communicated to the Customer in writing and will automatically become part of this Loan Agreement, except that any proposed increase in the Loan Balance will only become part of this Loan Agreement upon Customer’s written consent to such increase.
3. **PG&E shall have no liability in connection with, and makes no warranties, expressed or implied, regarding the Work.** The Parties acknowledge and agree that PG&E is only providing the Local Agency or District cited here with financing. The Customer has independently hired contractors (“Local Agency or District Contractors”) to perform the work on behalf of the Customer to qualify for financing. The Customer acknowledges and agrees that the Local Agency or District Contractors are not third party beneficiaries to this agreement between the Customer and PG&E. To the extent authorized by law and subject to appropriation of the Legislature, the Customer agrees that it will look only to Local Agency or District Contractors for any claims related to the installed equipment or its performance and that PG&E shall have no responsibility or liability, except for the payment of the loan proceeds, and the Customer shall indemnify PG&E for any claims made by the Local Agency or District Contractors against PG&E.
4. Customer represents and warrants that (a) Customer is receiving this Loan solely for Work obtained in connection with Customer’s business, and not for personal, family or household purposes; (b) Customer, if not an individual or a government agency, is duly organized, validly existing and in good standing under the laws of its state of formation, and has full power and authority to enter into this Agreement and to carry out the provisions of this Agreement. Customer is duly qualified and in good standing to do business in all jurisdictions where such qualification is required; (c) this Loan Agreement has been duly authorized by all necessary proceedings, has been duly executed and delivered by Customer and is a valid and legally binding agreement of Customer duly enforceable in accordance with its terms; (d) no consent, approval, authorization, order, registration or qualification of or with any court or regulatory authority or other governmental body having jurisdiction over Customer is required for, and the absence of which would adversely affect, the legal and valid execution and delivery of this Loan Agreement, and the performance of the transactions contemplated by this Loan Agreement; (e) the execution and delivery of this Loan Agreement by Customer hereunder and the compliance by Customer with all provisions of this Loan Agreement: (i) will not conflict with or violate any Applicable Law; and (ii) will not conflict with or result in a breach of or default under any of the terms or provisions of any loan agreement or other contract or agreement under which Customer is an obligor or by which its property is bound; and (f) all factual information furnished by Customer to PG&E in the Application and pursuant to this Agreement is true and accurate.
5. The Application must include the Federal Tax Identification Number or Social Security Number of the party who will be the recipient of the checks for the rebate/incentive or any Loan proceeds. Checks may be issued directly to the Customer or its designated Contractor or both, for the benefit of the Customer, as specified below. Customer acknowledges that PG&E will not be responsible for any tax liability imposed on the Customer or its contractor in connection with the transactions contemplated under the Agreement, whether by virtue of the Loan contemplated under the Agreement, or otherwise, and Customer shall indemnify PG&E for any tax liability imposed upon PG&E as a result of the transactions contemplated under the Agreement.

<sup>1</sup> Local Agency or District as defined in California Government Code §50001 and §58004.

6. Upon completion of the Work, Customer shall send a written confirmation of completion to PG&E's On-Bill Financing Program Administrator at the address listed in Section 15. Within 60 days after receiving the confirmation, PG&E (a) will conduct a post installation inspection and project verification, including review of invoices, receipts and other documents as required by PG&E to verify the correctness of any amounts claimed by Customer; and (b) will adjust, if necessary, the total cost, incentive, Loan Balance, monthly payment, and loan term as stated above. Customer shall give PG&E reasonable access to its premises and the Work. If the Work conforms to all requirements of the Agreement and all amounts claimed by Customer as Work costs are substantiated to PG&E's reasonable satisfaction, PG&E will issue a check ("**Check**") to Customer or Contractor (as designated by Customer in Section 15) for all amounts PG&E approves for payment in accordance with the Agreement. The date of such issuance is the "**Issuance Date**". If the Check is issued to Customer, Customer shall be responsible for paying any outstanding fees due to Contractor for the Work. If the Check is less than the amount due from Customer to Contractor, Customer shall be responsible for the excess due to the Contractor.
7. Customer shall repay the Loan Balance to PG&E as provided in this Loan Agreement irrespective of whether or when the Work is completed, or whether the Work is in any way defective or deficient, and whether or not the Work delivers energy efficiency savings to Customer.
8. The monthly payments will be included by PG&E on the Account's regular energy service bills, or by separate bill, in PG&E's discretion. Regardless whether the monthly payments are included in the regular utility bill or a separate loan installment bill, the following repayment terms will apply:
  - a. The Customer agrees to repay to PG&E the Loan Balance in the number of payments listed below and in equal installments (with the final installment adjusted to account for rounding), by the due date set forth in each PG&E utility bill or loan installment bill rendered in connection with Customer's account (identified by the number set forth below ("Account")), commencing with the bill which has a due date falling at least 30 days after the Issuance Date.
  - b. If separate energy service bills and loan installment bills are provided, amounts due under this Loan Agreement as shown in the loan installment bill shall be deemed to be amounts due under each energy services bill to the Account, and a default under this Loan Agreement shall be treated as a default under the Account.
  - c. If the Customer is unable to make a full utility bill payment in a given month, payment arrangements may be made at PG&E's discretion.
  - d. Any partial bill payments received for a month will be applied in equal proportion to the energy charges and the loan obligation for that month, and the Customer may be considered in default of both the energy bill and the loan installment bill.
  - e. Further payment details are set forth below.
9. Any notice from PG&E to Customer regarding the Program or the transactions contemplated under the Loan Agreement may be provided within a PG&E utility bill or loan installment bill, and any such notices may also be provided to Customer at the address below or to the Customer's billing address of record in PG&E's customer billing system from time to time, and in each case shall be effective five (5) days after they have been mailed.
10. The Loan Balance shall not bear interest.
11. Customer may, without prepayment penalty, pay the entire outstanding loan balance in one lump sum payment provided the customer first notifies PG&E by telephoning the toll free phone number (1-800-468-4743), and by sending written notice to PG&E On-Bill Financing Program Administrator at the address listed below, in advance of making the lump sum payment. Accelerated payments that are received from Customer without PG&E's prior approval may, at PG&E's sole discretion, be applied proportionally to subsequent energy charges and Loan repayments and PG&E shall have no obligation to apply accelerated payments exclusively to reduction of the outstanding Loan.
12. The entire outstanding Loan Balance will become immediately due and payable, and shall be paid by Customer within 30 days if: (i) the Account is closed or terminated for any reason; (ii) Customer defaults under the Agreement; (iii) Customer sells the equipment forming part of the Work to any third party; or (iv) Customer becomes Insolvent. Customer becomes "Insolvent" if: (i) Customer is unable to pay its debts as they become due or otherwise becomes insolvent, makes a general assignment for the benefit of its creditors, or suffers or permits the appointment of a receiver for its business or assets or otherwise ceases to conduct business in the normal course; or (ii) any proceeding is commenced by or against Customer under any bankruptcy or insolvency law that is not dismissed or stayed within 45 days.
13. Customer understands that without limiting any other remedy available to PG&E against Contractor or Customer, **failure to repay the Loan Balance in accordance with the terms of the Agreement could result in shut-off of utility energy service, adverse credit reporting, and collection procedures, including, without limitation, legal action.**
14. If there is any conflict among the documents comprising the Agreement, the following order of priority shall apply: 1. this Loan Agreement; 2. the Application; 3. any documents attached to the Application.



15. LOCAL AGENCY OR DISTRICT REQUIREMENT

a. All Payment Obligations Subject to Appropriation

The Customer acknowledges that the cost incurred pursuant to this Loan Agreement will be part of the monthly bill for electric use. All payment obligations and the Work replacement obligations of the Customer under this Loan Agreement or any related agreement or application is subject to appropriation by the Legislative body belonging to Local Agency or District cited in this loan agreement.

b. No Lien or Encumbrance; Subordination:

(1) Notwithstanding any other provision in this Loan Agreement – , PG&E acknowledges that nothing in this Loan Agreement shall constitute a mortgage, charge, assignment, transfer, pledge, lien or encumbrance upon either the Work or any part of the buildings, structures or related facilities in which the Work is constructed, installed or situated (collectively, the “Related Facilities”). Accordingly, PG&E agrees it will not record or file any instrument that would indicate or imply it has a security interest in the Related Facilities, including but not limited to a UCC-1.

(2) In addition to the preceding paragraph (a), if this Loan Agreement were ever construed or deemed to create any such encumbrance, then: (i) this Loan Agreement shall be junior and subordinate and subject in all respects to the terms and conditions of any and all leases, and indentures related to lease revenue bonds issued by the Local Agency or District cited here or any other issuer of bonds on behalf of the Local Agency or District concerning the Related Facilities entered into in the past, the present or the future (the “Senior Security Documents”); and (ii) any term or condition of this Loan Agreement relating to any right, title or interest in the Related Facilities or other benefits derived there from shall be in all respects junior and subordinate to, and subject to the terms of, the Senior Security Documents.

16. Loan Particulars.

*This table is to be completed by PG&E*

Total Cost	Incentive	Customer Buy- Down (if applicable)	Loan Balance <sup>1</sup>	Monthly Payment	Term <sup>2</sup> (months)	Number of Payments
\$ 4,219,660.99	\$ -	\$ 219,660.99	\$ 4,000,000.00	\$ 36,036.04	111	111

**Check Made Payable to Customer  or Contractor**   
**[customer to select payment method. Note that only one check can be issued]**

17. This agreement at all times shall be subject to such modifications as the California Public Utilities Commission may direct from time to time in the exercise of its jurisdiction.

Federal Tax ID or Social Security #, Customer	Federal Tax ID or Social Security #, Contractor
94-6000384	

PG&E Account # / Service Agreement #
9771326003 / 9065765974

Account Name, Customer	Name, Contractor
Primary Customer Name: OAKLAND UNIFIED SCHOOL DISTRICT_3670 PENNIMAN AVE Project ID: Population Non-Res OBF-58161	

Customer Address (For OBF Check Delivery)	Contractor Address (For OBF Check Delivery)
OAKLAND UNIFIED SCHOOL DISTRICT, FACILITIES PLANNING & MANAGEMENT 955 HIGH ST	
OAKLAND CA 94601	

Name and Title of Authorized Representative of Customer	Name and Title of Authorized Representative of Contractor

Signature of Authorized Representative of Customer

Date

**ACCEPTED: Pacific Gas and Electric Company**

By	Date
PG&E On-Bill Financing Authorized Representative	

<sup>1</sup> The Loan Balance shall not exceed two-hundred fifty thousand dollars (\$250,000), except where, in PG&E's sole opinion, the opportunity for uniquely large energy savings exist, in which case the Loan Balance may exceed two-hundred fifty thousand dollars (\$250,000) but shall not exceed four million dollars (\$4,000,000).

<sup>2</sup> The loan term in months will be established by PG&E at the time of the OBF Loan Agreement initiation. The maximum loan term shall be one hundred and twenty (120) months.

**On-Bill Financing Program (OBF)  
Loan Calculation Summary Sheet  
Simple project payback per meter**

**Customer Name:** OAKLAND UNIFIED SCHOOL DISTRICT\_3670 PENNIMAN AVE

**Project Number:** FA ID 014582

**Calculations from:** Original

(A) PROJECT COST FOR MEASURES	(B) REBATES or INCENTIVES	Customer Down Payment or Buy-Down	CUSTOMER TOTAL LOAN AMOUNT	(C) CUSTOMER AVERAGE RATE <i>PER kWh</i>	(D) CUSTOMER AVERAGE RATE <i>PER Therm</i>	(E) ESTIMATED ANNUAL ENERGY SAVINGS <i>(kWh)</i>	(F) ESTIMATED ANNUAL GAS SAVINGS <i>(Therm)</i>	ESTIMATED ANNUAL ENERGY COST SAVINGS	SIMPLE PAYBACK IN YEARS
\$ 4,219,660.99	\$ -	\$ 219,660.99	\$ 4,000,000.00	\$ 0.28	\$ -	1,560,858.22	-	\$ 437,040.30	9.15

PAYBACK IN MONTHS BASED ON EXPECTED ENERGY SAVINGS	LOAN TERM (MONTHS) (1 month added for bill neutrality)	CUSTOMER FIXED MONTHLY LOAN PAYMENT	ESTIMATED MONTHLY ENERGY COST SAVINGS
110	111	\$ 36,036.04	\$ 36,420.03

(C) = (From utility bill) Total \$ amount (12-month) / Total kWh (same 12-month)

(D) = (From utility bill) Total \$ amount (12-month) / Total therm (same 12-month)



# Energy Efficiency Retrofit Loan Program Application Financing Supplement

The Energy Efficiency Retrofit Loan Program (the “Program”) is funded by California utility customers and administered by Pacific Gas and Electric Company (PG&E) under the auspices of the California Public Utilities Commission (CPUC). The Program provides qualified PG&E customers with a means to finance energy-efficient (EE) retrofit projects implemented under select PG&E EE Programs (the “Qualified Program”).

The loans issued under the Program are interest-free, unsecured loans to fully or partially reimburse qualified PG&E customers for the costs they incur in connection with a qualified retrofit project (the “Retrofit Project”), which term shall mean the energy efficiency retrofit project described in Customer’s relevant Energy Efficiency Program Application.

**1. Conditions for Eligibility:** Participation in the Program is limited to PG&E customers that meet the following conditions and satisfy these conditions throughout the duration of the Retrofit Project up to and including the date of Final Verification (defined below in Section 8): (a) the PG&E customer must be a business (“Commercial Customer”) or a federal, state, county or local government agency (“Government Customer”).\* Commercial Customers and Government Customers are collectively referred to as “Customer;” (b) Customer currently receives service from PG&E at the location of the Retrofit Project (the “Location”); (c) Customer has continually maintained an active PG&E account for the previous 24 months and has a minimum of 12 months of historical metered energy usage at Customer’s current Location; (d) at the time the Customer’s Program Application is Approved and Customer’s Loan Agreement is executed, and at the time the loan is to be funded following completion of the Retrofit Project and satisfaction of all other requirements of the Loan Agreement, Customer must be in good credit standing, as determined by PG&E through credit review which may include a commercial credit check and a bill history review, which may be based upon the following and other criteria:

- a. No 24-hour disconnection notices in the last 12 months;
- b. No returned payments within the last 12 months;
- c. No more than 1 payment arrangement in the last 12 months;
- d. No broken payment arrangements within the last 12 months;
- e. No deposit assessed within the last 12 months; and
- f. The Retrofit Project qualifies, and Customer is eligible for an incentive under the Qualified Program.

**2. Loan Features:** The loans offered under the Program are interest-free (0%) and free of any fees, late payment penalties or other charges. The loan terms and conditions are set to provide simple payback from energy savings during the maximum allowed loan term and are calculated by dividing the loan amount (eligible project cost less Qualified Program Incentives) by the estimated monthly energy savings resulting from the Retrofit Project. The ensuing number of monthly payments must not exceed the Maximum Loan Term set forth in chart below (“Loan Amount and Term Limitations”).

Loan Amount and Term Limitations	
Interest	0%, with no additional fees or charges
Minimum Loan Amount	\$5,000
Maximum Loan Amount	\$250,000 (up to \$4,000,000 per premises with approved exception)
Maximum Loan Term, not to exceed the Expected Useful Life (EUL) of the measures	120 months

\*Residential customers are ineligible.

- 3. Eligibility:** Prior to purchasing and installing any energy efficient measures or equipment under the Qualified Program, Customer must satisfy the eligibility requirements of both the Program and Qualified Program.
- 4. Project Review:** PG&E will assist Customers in understanding the energy efficiency measures available under the Qualified Program and will answer their questions concerning this Program. After Customer has decided upon the measures that comprise the Retrofit Project, PG&E will request that project engineering documentation is developed on behalf of the customer by their installer, and that the package is reviewed by an independent engineer prior to submission to PG&E. Projects costs and energy savings from this documentation are required in order to calculate the Loan Terms and prepare the Loan Documents. Thereafter, PG&E will provide Customer with a Loan Agreement, the Application, the applicable On-Bill Financing (OBF) Gas and/or Electric Rate Schedule and Loan Calculation Summary Sheet (collectively, the "Loan Documents").
- 5. Loan Documents:** If the terms of the loan are acceptable, Customer shall execute the Loan Documents and return them to PG&E prior to the commencement of the Retrofit Project. Incomplete or incorrect applications cannot be processed and may result in the delay of PG&E's approval and possible disqualification from the Program. Customer may withdraw this Application for any reason without penalty by sending written notice to PG&E.
- 6. Changes to Project Scope and/or Cost:** It is common for a project's scope and/or cost to alter during the installation phase. Refer to "Changes to Project Scope and/or Cost" section of the OBF Customer and Contractor Handbook for requirements if the project scope and/or cost changes after the loan agreement is executed.
- 7. Customer's Responsibilities for Contractor and Vendor:** Upon execution of the loan agreement between the Customer and PG&E, Customer may begin the Retrofit Project pursuant to the contract agreed upon by Customer, its contractor or vendor. PG&E does not endorse or recommend any particular contractor or vendor nor does PG&E review any contractor or vendor proposals. Rather, Customer shall be solely responsible for reviewing the feasibility of the contractor's and vendor's proposal(s) and verifying their respective qualifications, pricing, energy savings, warranties and the terms and conditions of the contractor's and/or vendor's contract with Customer.
- 8. PG&E Disclaimers:** Customer's design of the retrofit project and selection and use of energy efficiency equipment, measures and selection of contractors and vendors is at customer's sole discretion and at customer's sole risk. To the extent permitted by applicable law, PG&E expressly and specifically disclaims any liability in respect of any advice, information or other instruction provided by or on behalf of PG&E to customer in connection with the qualified program, program or retrofit project. PG&E does not warrant or bear any responsibility for any of the following:
  - a. The work performed by customer's contractor(s) or vendor(s), that the retrofit project is appropriate for the location;
  - b. The retrofit will result in or yield any energy efficiency savings or a specific amount of energy efficiency savings or other reduction in customer's PG&E utility bill after completion of the retrofit project;
  - c. The contractor's or vendor's services will be timely, complete or error-free, or that defects in the retrofit project will be corrected by such individuals;
  - d. Any errors, omissions, defects or delays in the design or construction of the retrofit project or the operation of any energy efficiency measures installed at the location.
- 9. Verification:** Upon completion of the Retrofit Project, Customer shall request PG&E's post-install project review (submission may be provided by the customers installer) and final verification that the Retrofit Project has been completed in conformity with the requirements of the Qualified Program and that customer remains eligible (the "Final Verification").
  - a. If there has been any change to the Retrofit Project's scope, cost and/or incentives available under the Qualified Program or energy savings, Customer will be required to enter into a Loan Modification Agreement with PG&E, which may include new contract terms reflecting the changes in the Retrofit Project. (If a Loan Modification Agreement is required, it shall be deemed part of the "Loan Documents".) See "Changes to Project Scope and/or Cost" section of the OBF Customer and Contractor Handbook for further information.
  - b. If the changes to the Retrofit Project are such that it no longer meets the Program's payback criteria or other conditions, the Retrofit Project will be considered ineligible, the Loan Agreement will be terminated, and no loan proceeds will be disbursed.
  - c. If PG&E determines, in its absolute discretion, that customer's credit has deteriorated or has otherwise placed customer's repayment of the loan at risk, the loan proceeds shall not be issued, even though the retrofit project may have been satisfactorily completed at customer's expense.

**10. Disbursements:** Subject to and following PG&E’s satisfactory Final Verification, an incentive check and the loan proceeds will be issued to Customer or, at Customer’s written direction, to Customer’s contractor or vendor.

**11. General Provisions:**

- a. Applications for loans under the Program will be accepted from qualified Customers on a first-come, first-served basis until the funds allocated by PG&E for the Program are no longer available. The Program may be modified or terminated by the CPUC or PG&E at any time and without prior notice. However, termination of the Program following execution of a Loan Agreement by Customer will not affect that Loan Agreement, or, if Customer thereafter satisfies all Program conditions, the disbursement.
- b. The loan proceeds may only be used to pay or reimburse Customer for implementing or installing energy-efficient measures or equipment through the Qualified Program.
- c. If there is any conflict between the terms of any document relating to the Program, the Loan Documents shall control.
- d. For all retrofit projects, including but not limited to streetlight, HVAC and lighting retrofits, Customer acknowledges and understands that Customer is able to use the installation vendor or contractor of their choice.
- e. The customer confirms that the OBF loan funds are required for the project to be completed, and that without the loan funds the project would not otherwise be able to be completed with the same scope or within the same time-frame.
- f. Energy Efficiency funds, including On-Bill Finance loan funds, are public funds. Depending on the project that receives Energy Efficiency or On-Bill Finance loan funds may be considered a public work (as defined under Labor Code section 1720 et. seq.). For information on the rules and regulations that apply to public works, including payment of prevailing wages, see the [Department of Industrial Relations](#).

**I have read, understand and agree to all of the Energy Efficiency Retrofit Loan Program requirements and terms and conditions set forth in this Program description.**

I understand that loan calculations will be based on pre-inspection results and on the applicable program documentation, and that my agency/company must meet all eligibility criteria and requirements in order to participate in the Program. Any unapproved changes to project scope, costs or run hours, or to my agency’s/company’s creditworthiness, between the time the Loan Documents are accepted and signed, and the Retrofit Project is completed and the project’s and my agency’s/company’s continued eligibility are verified, could result in loan ineligibility.

<b>OAKLAND UNIFIED SCHOOL DISTRICT</b>		
Legal Name of Business (i.e., the formal name on your tax return)	Authorized Representative’s Signature	
Authorized Representative’s Printed Name	Title	Date
<b>Tax identification information (select one):</b>		
94-6000384		
<input type="checkbox"/> Federal Tax ID Number	<input type="checkbox"/> Social Security Number	

<b>FOR PG&amp;E USE ONLY:</b>		
_____	_____	_____
PG&E OBF Administrator	Printed Name	Date
_____	_____	
Retrofit Program Application Number	OBF Application Number	





**OAKLAND UNIFIED  
SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Energy Conservation & Infrastructure Improvement Project

California Schools Healthy Air, Plumbing and Efficiency (CalSHAPE)



Presented by Preston Thomas, Chief Systems and Services Officer  
Kenya Chatman, Executive Director of Facilities  
Gabe Johnson, Syserco Energy Solutions

Presented to OUSD Board of Education

April 24th, 2024

[www.ousd.org](http://www.ousd.org)



[@OUSDnews](https://www.instagram.com/ousdnews)

# Overview

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## Objective

- Present detailed project overview for CalSHAPE + Energy Conservation Project to Facility Committee
- Establish a level of familiarity and understanding of the project, including Scope of Work, project costs (*including all funding sources*), and potential financial savings
- Address all questions and concerns by Facility Committee

## Desired Outcome

- Overall endorsement and support of project by Facility Committee for key areas.
- Recommendation by Facility Committee to request approval by Board of Directors to enter into a Project Implementation Agreement with Syserco Energy Solutions when it comes to Board in April for approval
- Establish a timeline for project approval that allows maximum amount of work to be completed in Summer of 2024



# Background

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In June 2021, District Staff engaged with Sysco Energy Solutions (SES) to proceed with detailed engineering and final project development for a comprehensive Energy Services Project. The purpose of this work is to develop a project that will make a District-wide impact, resulting in the following:

- Infrastructure improvements including HVAC, lighting, mechanical, electrical, plumbing, and refrigeration systems
- Reduced ongoing utility costs
- Carbon and greenhouse gas reduction / climate protection
- Carbon dioxide monitoring in classrooms and learning spaces
- Future capital cost avoidance
- Leveraging outside funding sources, demonstrating fiscal responsibility



# CalSHAPE

**OUSD has  
been awarded  
\$7,346,916 in  
CalSHAPE  
Grant Funding  
to address  
HVAC,  
ventilation  
and water  
plumbing**

- CalShape funding is allocated toward HVAC ventilation, air quality improvement, and water/plumbing improvements
- Projects and all reporting must be **completed** by September 7, 2025 in order to secure grant funding
- Grant-funded projects will provide a deep assessment of 83 schools and allow OUSD access to other state funding.

# CalSHAPE Only Sites



School Name	CalSHAPE HVAC Ventilation Assessment + CO2 + \$1.1M HVAC Improvements	CalSHAPE Plumbing/Water Conservation
United for Success (Calvin Simmons)	X	X
Chabot	X	X
Oakland International HS	X	X
Prescott	X	X
Westlake MS	X	X
Dewey	X	X
Metwest	X	X
Roosevelt MS	X	X
Garfield	X	X
International Community School	X	X
Acorn	X	X
Bridges	X	X
Brookfield	X	X
Burckhalter	X	X
Castlemont	X	X
Community Day	X	X
CCPA	X	X
East Oak Pride	X	X
Fremont HS	X	X
Frick	X	X



# CalSHAPE Only Sites (continued)

School Name	CalSHAPE HVAC Ventilation Assessment + CO2 + \$1.1M HVAC Improvements	CalSHAPE Plumbing/Water Conservation
Greenleaf	X	X
Howard ES	X	X
Rudsdale	X	X
Markham	X	X
Esperanza (Stonehurst)	X	X
Hoover	X	X
Parker	X	X
McClymonds	X	X
Carl B Munck	X	X
Claremont Middle	X	X
Cleveland ES	X	X
Community United	X	X
Crocker Highlands	X	X
Edna Brewer MS	X	X
Emerson ES	X	X
EnCompass Academy	X	X
Franklin ES	X	X
Korematsu	X	X
Hillcrest ES	X	X
Home and Hospital	X	X





# CalSHAPE Only Sites (continued)

School Name	CalSHAPE HVAC Ventilation Assessment + CO2 + \$1.1M HVAC Improvements	CalSHAPE Plumbing/Water Conservation
Sojourner Truth (Independent Study)	X	X
Joaquin Miller	X	X
LIFE Academy	X	X
Lincoln ES	X	X
Montclair	X	X
Montera	X	X
Peralta	X	X
Piedmont	X	X
Ralphe Bunche	X	X
Reach Academy (Cox Academy)	X	X
Redwood Heights	X	X
Rise Community	X	X
Sankofa United	X	X
Sequoia ES	X	X
Street Academy	X	X
Think College Now	X	X
Thornhill ES	X	X
Urban Promise	X	X
Melrose Leadership (Maxwell Park)	X	X
Oakland School of Language	X	
Gateway to College (Laney)	X	
Glenview ES	X	
Infant and Preschool		X



# Energy + CalSHAPE Sites

School Name	CalSHAPE HVAC Ventilation Assessment + CO2 + \$1.1M HVAC Improvements	CalSHAPE Plumbing/Water Conservation
Allendale	X	X
Bella Vista	X	X
Bret Harte	X	X
Elmhurst	X	X
Fruitvale	X	X
Lockwood (Futures)	X	X
Global Family	X	X
Grass Valley	X	X
Horace Mann	X	X
Laurel	X	X
Madison Park	X	X
Madison Sobrante	X	X
Manzanita (Community + CDC Seed)	X	X
MLK	X	X
New Highland	X	X
Oakland HS	X	X
West Oakland MS	X	X
Oakland Tech	X	X
Skyline	X	X
La Escuelita	X	X



# Energy Conservation Investments

## Energy Efficiency Infrastructure Upgrade Projects to be Implemented at 22 Schools

- Staff identified schools with demonstrated needs and opportunity for maximum cost savings (*remaining schools to be completed in subsequent phases*)
- Energy Conservation Measures (ECMs) include **LED lighting upgrades**, **refrigeration controls**, **transformer replacements**, and **plug load controls**
  - Improved light quality will improve learning conditions
  - Refrigeration controls will save energy and reduce chance of food loss
  - Transformers will save energy 24/7/365
  - Plug Load Controls will eliminate over-night parasitic load
- Potential \$899,085 annual reduction in utility and operational costs



# Funding Sources for Energy Efficiency

## Multiple Funding Sources

### PG&E On-Bill Financing (OBF)

\$4 million awarded to District for Energy Efficiency Measures (ECMs)  
*(in progress with PG&E)*

### Measure Y Energy Efficiency

\$7,644,508 District contribution toward project to implement energy efficiency upgrades in lighting, plug load and transformer replacements across multiple school sites.



# Energy + CalSHAPE Sites

School Name	Plug Load Controls	Lighting LED Retrofit	Transformer Replacement	Refrigeration Controls	CalSHAPE HVAC Ventilation Assessment + CO2 + \$1.1M HVAC Improvements	CalSHAPE Plumbing/Water Conservation
Allendale	X				X	X
Bella Vista	X				X	X
Bret Harte	X	X			X	X
Elmhurst	X			X	X	X
Fruitvale	X	X			X	X
Lockwood (Futures)	X	X		X	X	X
Global Family	X				X	X
Grass Valley	X	X			X	X
Horace Mann	X				X	X
Laurel	X	X			X	X
Madison Park	X	X		X	X	X
Madison Sobrante	X	X			X	X
Manzanita (Community + CDC Seed)	X	X		X	X	X
MLK	X	X			X	X
New Highland	X	X			X	X
Oakland HS	X	X	X	X	X	X
West Oakland MS	X				X	X
Oakland Tech	X		X		X	X
Skyline	X		X	X	X	X
La Escuelita	X		X	X	X	X

# Potential Environmental, Health, and Safety Impacts



- Greenhouse Gas Reduction = 1732 tons
  - Equivalent to 4,441,231 miles driven or 194,943 gallons of gasoline
- Improved LED lighting conditions in classrooms and learning spaces
  - Occupancy controls, solid-state lighting (vs. CFL)
- Air quality assessment and improvements in classrooms and learning spaces
  - Improved HVAC ventilation
  - Monitoring of carbon-dioxide levels for classroom safety
- Replacement of aged electrical transformers to improve safety
- Upgraded refrigeration controls for improved temperature control and alerts in the event of failure of the “door-open” status





# Project Financials

<b>Total Project Cost (NTE)</b>	<b>\$18,991,424</b>
<CalSHAPE Grant Funding>	<\$7,346,916>
<PG&E OBF 0% Financing>	< <u>\$4,000,000</u> >
<b>Measure Y Energy Efficiency</b>	<b>\$7,644,508</b>
Year 1 Utility & Operational Savings	\$1,739,362
<b>NET 20-Year Savings to District</b>	<b>\$52,489,229</b>

\* Based on the following annual escalations:

- Utility = 5.7%
- Water = 3%
- Natural Gas = 4.9%
- Operational = 3%

# Project Timeline

Board Consideration of Project Approval	April 2024
Execute Contract / Begin Project Implementation	April 2024
Complete CalSHAPE Scope of Work	December 2025
Complete Energy Efficiency Scope of Work	December 2025

**Estimated Final Completion is December 2025**

# Community Schools, Thriving Students



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

1000 Broadway, Suite 680, Oakland, CA 94607

[www.ousd.org](http://www.ousd.org)



@OUSDnews

Contact us for additional information

Phone: 707.227.6377 | Email: [g.johnson@Syserco-es.com](mailto:g.johnson@Syserco-es.com)

**DIVISION OF FACILITIES PLANNING & MANAGEMENT ROUTING FORM**

**Project Information**

<b>Project Name</b>	<b>CAL SHAPE and Energy Upgrades Solutions, Inc.</b>	<b>Site</b>	<b>918</b>
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**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.

<b>Attachment Checklist</b>	<input checked="" type="checkbox"/> Proof of general liability insurance, including certificates and endorsements, if contract is over \$15,000 <input checked="" type="checkbox"/> Workers compensation insurance certification, unless vendor is a sole provider
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**Contractor Information**

<b>Contractor Name</b>	Syserco, Inc.	<b>Agency's Contact</b>	Alana Ash				
<b>OUSD Vendor ID #</b>	004166	<b>Title</b>	Project Account Manager				
<b>Street Address</b>	215 Fourier Avenue	<b>City</b>	Fremont	<b>State</b>	CA	<b>Zip</b>	94539
<b>Telephone</b>	510-498-1171	<b>Policy Expires</b>					
<b>Contractor History</b>	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>OUSD Project #</b>	23140						

**Term of Original/Amended Contract**

<b>Date Work Will Begin (i.e., effective date of contract)</b>	4-25-2024	<b>Date Work Will End By (not more than 5 years from start date; for construction contracts, enter planned completion date)</b>	6-30-2026
		<b>New Date of Contract End (If Any)</b>	

**Compensation/Revised Compensation**

<b>If New Contract, Total Contract Price (Lump Sum)</b>	\$ 20,890,566.00	<b>If New Contract, Total Contract Price (Not to Exceed)</b>	\$
<b>Pay Rate Per Hour (if Hourly)</b>	\$	<b>If Amendment, Change in Price</b>	\$
<b>Other Expenses</b>		<b>Requisition Number</b>	

**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
9028/9961	Fund 40 Special Reserve Capital Fund 21 Building Fund Measure Y OBF Funding	400-9028-0-9961-8500-6271-918-9180-9000-9999-99999	6271	\$7,346,916.00
9655/9961		210-9655-0-9961-8500-6271-918-9180-9906-9999-23140	6271	\$9,543,650.00
		010-0000-0-9961-8500-5520-918-9180-9000-9999-23140	6271	\$4,000,000.00

**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.	<b>Division Head</b>	<b>Phone</b>	510-535-7038	<b>Fax</b>	510-535-7082
	<b>Executive Director, Facilities Planning and Management</b>				
	<b>Signature</b>	<b>Date Approved</b>	4.2.2024		
2.	<b>General Counsel, Facilities</b>	<b>Date Approved</b>	4/2/2024		
	<b>Signature</b>				
3.	<b>Chief Systems &amp; Services Officer, Facilities Planning and Management</b>	<b>Date Approved</b>	4.2.2024		
	<b>Signature</b>				
4.	<b>Chief Financial Officer</b>	<b>Date Approved</b>			
	<b>Signature</b>				
5.	<b>President, Board of Education</b>	<b>Date Approved</b>			
	<b>Signature</b>				