

6.31 IDENTIFICATION

- A. Panelboards, terminal cabinets, circuit breakers, disconnect switches, starters, relays, time switches, contactors, pushbutton control stations, and other apparatus used for the operation or control of feeders, circuits, appliances, or equipment shall be properly identified by means of descriptive nameplates or tags permanently attached to the apparatus and wiring.
- B. Nameplates shall be engraved laminated phenolic. Shop drawings with dimensions and format shall be submitted to the District before installation. Attachment to equipment shall be with escutcheon pins, rivets, self-tapping screws or machine screws. Self-adhering or adhesive backed nameplates shall not be used.
- C. Plates: All cover and device plates shall be furnished with engraved or etched designations under any one of the following conditions:
 1. Three gang or larger gang switches.
 2. Keyed and/or locking switches.
 3. Pilot light switches.
 4. Switches in locations from which the equipment or circuits controlled cannot be readily seen.
 5. Manual motor starting switches.
 6. Switches which serve other than lighting loads.
 7. Where so indicated on the drawings.
 8. As required on all control circuit switches, such as header controls, etc.
 9. Where receptacles are other than standard duplex receptacles to indicate voltage and phase.
- D. Provide black-on-white laminated plastic nameplates engraved in minimum 1/4" high letters to correspond with the designations on the drawings. Provide other or additional information on nameplates where indicated.
- E. For equipment containing or operating on circuits of more than 240 volts nominal, provide red-on-white laminated warning signs engraved in 1/2" high letters to read: "CAUTION - 480 (or as applicable) VOLTS AUTHORIZED PERSONNEL ONLY".
- F. Wire and Cable Identification
 - 1. Provide identification on individual wire and cable including sign systems, fire alarm, electrical power systems (each individual phase, neutral and ground), empty conduit pull ropes, and control circuit.
 - 2. Identification shall be provided at each termination location, splice location, pullbox, junction box and equipment enclosure.

utility company circuits, will be ready for installation, energizing and activation of the service.

- D. In addition to the requirements of the serving utility companies, all power, telephone and cable television service conduits for utility company circuits, shall be completely encased with concrete including under buildings.

1.07 QUALITY ASSURANCE

- A. Work and materials in full accordance with the latest rules and regulations of the California Code of Regulations Title 24, Part 3 "California Electrical Codes", Title 8 "Division of Industrial Safety" the National Life Safety Code, and other applicable Federal and State laws and regulations.
- B. All material and equipment shall be new and shall be delivered to the site in unbroken packages. All material and equipment shall be listed and labeled by Underwriters Laboratories or other recognized testing laboratories, where such listings are available. Comply with all installation requirements and restrictions pertaining to such listings.
- C. Work and material shown on the drawings and in the specifications is new and included in the contract unless specifically indicated as existing or N.I.C. (not-in-contract).
- D. Keep a copy of all applicable codes available at the job site at all times while performing work under this section. Nothing in plans or specifications shall be construed to permit work not conforming to the most stringent of codes.

1.08 CLEANING EQUIPMENT, MATERIALS, PREMISES

All parts of the equipment shall be thoroughly cleaned of dirt, rust, cement, plaster, etc., and all cracks and corners scraped out clean. Surfaces to be painted shall be carefully cleaned of grease and oil spots and left smooth, clean and in proper condition to receive paint finish.

1.09 JOB CONDITIONS - PROTECTION

Protect all work, materials and equipment from damage from any cause whatever and provide adequate and proper storage facilities during the progress of the work. All electrical equipment shall be stored in a weather-tight structure. Provide for the safety and good condition of all the work until final acceptance of the work by the District and replace all damaged or defective work, materials and equipment before requesting final acceptance.

1.10 CUTTING AND PATCHING

Perform cutting and patching of the construction work which may be required for the proper installation of the electrical work. Patching shall be of the same material, thickness, workmanship and finish as existing and accurately match surrounding work to the satisfaction of the District. Cutting of structural members shall not be done without notifying the District and obtaining approval.

1.04 LOCATIONS OF EQUIPMENT

- A. The drawings indicate diagrammatically the desired locations or arrangements of conduit runs, outlets, equipment, etc., and are to be followed as closely as possible. Proper judgment must be exercised in executing the work so as to secure the best possible installation in the available space and to overcome local difficulties due to space limitations or interference of structure conditions encountered.
- B. Where outlets are placed on a wall, locate symmetrically with respect to each other and other fixtures or finishes on the wall.
- C. In the event changes in the indicated locations or arrangements are necessary, due to developed conditions in the building construction or rearrangement of furnishings or equipment, such changes made without cost, providing the change is ordered before the conduit runs, etc., and work directly connected to same is installed and no extra materials are required.
- D. Lighting fixtures in mechanical spaces are shown in their approximate location only. Do not install light outlets or fixtures until mechanical piping and duct work is installed, then install lights in a location to provide best lighting.
- E. The locations of existing utilities, building, equipment and conduit shown on the drawings is approximate. Verify exact locations and routing of existing systems in the field. Include all costs in contract price for adjustment required to accommodate existing conditions.
- F. Coordinate and cooperate in every way with other trades in order to avoid interference and assure a satisfactory job.

1.05 AIR CONDITIONING, HEATING, PLUMBING EQUIPMENT WIRING

Provide electrical work, materials, and control components required for proper operation of the air conditioning, heating and plumbing systems.

1.06 POWER, TELEPHONE AND CABLE TV UTILITIES' SERVICES

- A. Utility Co. services and metering facilities shall conform to the requirements of the serving utility companies. Contractor shall verify service locations and requirements prior to rough-in.
- B. Conform to all requirements of the serving utility companies. Location of transformer slab box and/or manholes and pull boxes and routing of service conduits indicated on the drawings are approximate and shall be verified with the serving utility company prior to installation. Installation of service shall not begin until approved drawings have been received from the serving utility company.
- C. Within 30 calendar days of receipt of notice that the contract award has been made, the Contractor shall notify the New Business Departments of the District Office of the serving utility companies and shall provide information as to the total power, telephone, and signal requirements of the contract. The Contractor shall furnish at the same time information as to the estimated completion date of job or the date when the respective

- C. Before submitting a bid, the Contractor shall familiarize himself with all features of the building drawings and site drawings which may affect the execution of the work. No extra payment will be allowed for failure to obtain this information.
- D. If there are omissions or conflicts between the drawings and specifications, clarify these points with the District before submitting bid.

District.

- E. Portable or Detachable Parts: The Contractor shall retain in his possession, and shall be responsible for all portable and detachable parts or portions of the installation such as fuses, keys, locks, adapters, locking clips, and insures until final completion of contract work. These parts shall then be delivered to the District or his authorized representative and an itemized receipt obtained, with copies of receipt sent to the District.

F. Record Drawings

1. Provide and maintain in good order at the job site a complete set of electrical contract prints. Changes to the contract to be clearly recorded on this set of prints. No pay request by the Contractor will be granted without verification that the jobsite prints are up-to-date and current with the project construction. At the end of the project, the Contractor shall transfer all changes to one set of transparencies to be delivered unfolded to the District. Transparency drawings shall be prepared in an organized and clearly legible fashion by persons skilled in drafting techniques.
2. The actual location and elevation of all buried lines, boxes, monuments, vaults, sub-outs and other provisions for future connections shall be referenced to the building lines or other clearly established base lines and to approved bench marks. All measurements shall be witnessed by the job inspector who shall make his own record of the dimensions. Before the inspector signs the record drawings, he shall check his own dimensions against those on the drawings. If any necessary dimensions are omitted from the record drawings, the Contractor shall, at his own expense, do all excavation required to expose the buried work and to establish the correct locations.
3. The Contractor shall keep the "record" prints up to date and current with all work performed.
4. A mandrel shall be pulled through each conduit upon completion of the duct bank. All mandrelling must be done in the presence of the job inspector.

1.03 GENERAL SUMMARY OF ELECTRICAL WORK

- A. The specifications and drawings are intended to cover a complete installation of systems. The omission of expressed reference to any item of labor or material for the proper execution of the work in accordance with present practice of the trade shall not relieve the Contractor from providing such additional labor and materials.
- B. Refer to the drawings and shop drawings of other trades for additional details which affect the proper installation of this work. Diagrams and symbols showing electrical connections are diagrammatic only. Wiring diagrams do not necessarily show the exact physical arrangement of the equipment.

drawings shall not be submitted before approval of manufacturers list. The right is reserved to require submission of samples of any material whether or not particularly mentioned herein.

2. Within three weeks after approval of the material and equipment manufacturers list, submit shop drawings for approval. Shop drawings shall be submitted in completed bound groups of materials (i.e., all lighting fixtures or all switchgear, etc.). Shop drawing shall be prepared by factory authorized representatives. Departure from the above procedure will result in re-submittals and delays.
 3. Submittals which are intended to be reviewed as substitution or departure from the contract documents must be specifically noted as such or the requirements of the contract documents will prevail regardless of the acceptance of the submitted.
 4. Shop drawings shall include dimensioned plans, elevations, details, wiring diagrams and descriptive literature of components parts where applicable.
 5. The Contractor shall verify dimensions of equipment and be satisfied as to fit and that they comply with all code requirements relating to clear working space about electrical equipment prior to submitting shop drawings for approval.
 6. Shop drawings shall include the manufacturer's projected days for shipment from the factory of completed equipment, after the equipment is released for production by the Contractor. It shall be the responsibility of the Contractor to insure that all material and equipment is ordered and installed in time to provide an orderly progression of the work, and to allow full occupancy and full operation of the facility at the scheduled completion date. The Contractor shall
notify the District of any changes in delivery which would affect the project completion date.
- C. The Contractor shall be responsible for incidental, direct and indirect costs resulting from the substitution of specified contract materials or work.
- D. Maintenance and Operating Manuals
1. The Contractor shall furnish three copies of typewritten maintenance and operating manuals for all electrical equipment, fire alarm equipment, sound system equipment, etc., to the District and instruct District's personnel in correct operation of all equipment at completion of project.
 2. Where these specifications indicate to provide District personnel with instructional training sessions, the Contractor shall videotape all such instructional sessions. The Contractor shall provide all equipment and personnel required to create a color VHS video and audio recording and shall turn over to the District a total of two (2) copies of each tape prepared.
 3. Maintenance and operating manuals shall be bound in three-ring, hard-cover, plastic binders and shall be delivered to the District with letter of transmittal,
carbon copy to the

Institutional Electrical and Data Wiring

At All District School Sites

Bid 1314-07

BASIC ELECTRICAL MATERIALS AND METHODS

SECTION 16010
ELECTRICAL GENERAL PROVISIONS

PART I - GENERAL

1.01 SCOPE

- A. Work Included: All labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for and incidental to performing all operations in connection with furnishing, delivery and installation of the work of this Section, complete, as shown on the drawings and/or specified herein. Work includes, but is not necessarily limited to, the following:
1. Examine all other sections for work related to these other sections and required to be included as work under this section.
 2. General provisions and requirements for electrical work.

1.02 SUBMITTALS

A. General

1. Review of contractors submittals is for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for quantities; dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of work with that of all other trades and satisfactory performance of their work.
2. The Contractor shall review each submittal in detail for compliance with the requirements of the contract documents prior to submittal to the District. The Contractor shall "Ink Stamp" and sign each item of the submittal with a statement "CERTIFYING THE SUBMITTAL HAS BEEN REVIEWED BY THE CONTRACTOR AND COMPLIES WITH ALL THE REQUIREMENTS OF THE CONTRACT DOCUMENTS".
3. Where the construction documents indicate specific manufacturer(s) for any given product, it shall be considered a substitution if the contractor proposes to use any manufacturer other than those specifically named. The Contractor shall clearly and specifically identify each individual proposed substitution or proposed deviation from the requirements of the contract documents with a statement "THIS ITEM IS A SUBSTITUTION".

B. Material Lists and Shop Drawings:

1. Submit material list and equipment manufacturers for approval within 30 days of award of contract. Give name of manufacturer and where applicable, brand name, type and/or catalog number of each item. Listing of more than one manufacturer for any one item of equipment, or listing items "as specified", without both make and model or type designation, is not acceptable. Shop

ARTICLE 9 - RECORD AUDIT: In accordance with Government Code section 8546.7, records of both the DISTRICT and the CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

ARTICLE 10 - CONTRACTOR'S LICENSE: The CONTRACTOR must possess throughout the Project the specified contractor's license for each corresponding Bid Package as indicated in the Notice Inviting Bids, issued by the State of California, which must be current and in good standing.

ARTICLE 11 - CONSTRUCTION MANAGER STATUS: The Construction Manager is Phil Fleming during the construction of the project.

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

Fullerton Joint Union High School District:

By: 

Ronald Lobs
Typed or Printed Name

Assistant Superintendent, Business Services
Title

1-16-14

Date

CONTRACTOR:

By: 

Floyd Auten
Typed or Printed Name

President Floyd Auten Electric, Inc.
Title (Authorized Officers or Agents)

1-16-14

Date

(CORPORATE SEAL)

Non-Collusion Affidavit
Acknowledgement of Bid Schedule
Site Visit Certification
Bid Guarantee Bid Form
Bid Bond
Certification of Compliance with DVBE
Information Required of Bidder
Substitution Request Form
Information Required of Bidder
Contractor's Certificate Regarding Worker's Compensation
Acknowledgment of Bidding Practices Indemnity
Agreement Form
Payment Bond
Performance Bond
Guarantee
Escrow Agreement for Security Deposit In Lieu of Retention
Workers' Compensation/Employers Liability Endorsement
General Liability Endorsement
Automobile Liability Endorsement
DVBE Participation Statement
Contractor's Certificate Regarding Drug-Free Workplace
Contractor's Certificate Regarding Alcohol and Tobacco
Certification of Background Checks
General Conditions
Supplementary and Special Conditions
Specifications
Geotechnical Investigation Report
Bid Schedule
Clarification Letters
All Addenda as Issued
Drawings (description of plans #'s date etc)
Scope of Work Summary

All of the above named Contract Documents are intended to be complementary. Work required by one of the above named Contract Documents and not by others shall be done as if required by all.

ARTICLE 8 - PREVAILING WAGES: Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the DISTRICT's principal office and are available to any interested party on request.

The following Labor Code sections are hereby referenced and made a part of this Agreement and CONTRACTOR stipulates to the provisions contained therein.

1. Section 1775, Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4, Apprenticeship Requirements.
3. Section 1813, Penalty for Failure to Pay Overtime.
4. Sections 1810 and 1811, Working Hour Restrictions.
5. Section 1776, Payroll Records.
6. Section 1773.8, Travel and Subsistence Pay.

harmless DISTRICT, Construction Manager, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the DISTRICT, Construction Manager, Architect, Inspector or the State of California.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including the DISTRICT, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off DISTRICT property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the DISTRICT, Construction Manager, Architect, Inspector or the State of California.
- (c) Any dispute between CONTRACTOR and CONTRACTOR'S subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

CONTRACTOR, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, Construction Manager, Architect, Inspector or the State of California, their officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, Construction Manager, Architect, Inspector or the State of California, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

ARTICLE 6 - PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in this contract shall be deemed to be inserted herein, and this 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 inserted correctly, then upon application of either party the contract shall forthwith be physically amended to make such insertion or correction.

ARTICLE 7 - COMPONENT PARTS OF THE CONTRACT: The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

Notice Inviting Bids
Instructions to Bidders
Bid Form
Designation of Subcontractors

defined in this Article 3, but also expressly agree that no party shall be entitled to recover liquidated or actual consequential damages that are caused by concurrent Compensable Impacts. The liquidated damage amount is agreed to be fair and reasonable compensation to each of the parties, even if the amount may not fully compensate the affected party. Contractor is to refer to Construction Schedule for the duration of individual activities contained within the overall calendar day project requirement. Liquidated damages may be assessed by the District if any individual activity duration exceeds the time indicated for that activity on the Construction Schedule. In the event any liquidated damages are not paid by the Contractor, the Contractor agrees that the District may deduct such amounts from any money due or to become due to the Contractor under the Contract Documents. Nothing in this Article 3 alters, impairs, precludes, modifies and/or changes the Contractor's or the District's ability to recover additional costs incurred if expressly provided for elsewhere in the Contract Documents. Nothing in this Article 3 alters, impairs, precludes, modifies and/or changes the Contractor's obligation to include all costs, both direct and indirect, into a Change Order Proposal and/or Change Order, pursuant to the Contract Documents.

(e) The Contractor expressly acknowledges and agrees that Change Order work performed under the Contract Documents shall not be deemed to constitute a Compensable Impact to the Work or form the basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension, delay, or disruption to the project, and further acknowledges that a complete system of compensation for said Change Order work is provided for exclusively under the provisions of the Contract Documents pertaining to Change Order work.

ARTICLE 4 - CONTRACT PRICE: The DISTRICT shall pay to the CONTRACTOR as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of Seventy Two Thousand Five Hundred Dollars (\$72,500.00), said sum being the total amount stipulated in the proposal. Payment shall be made as set forth in the General Conditions.

Should any Change Order or Construction Change Directive result in an increase in the contract price, the cost of such Change Order or Construction Change Directive shall be agreed to in advance by the CONTRACTOR and the DISTRICT, subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that the CONTRACTOR proceeds with a change in work without an agreement between the DISTRICT and CONTRACTOR regarding the cost of a Change Order or a Construction Change Directive, the CONTRACTOR waives any claim of additional compensation for such additional work.

ARTICLE 5 - HOLD HARMLESS AGREEMENT: CONTRACTOR shall defend, indemnify and hold harmless DISTRICT, Construction Manager, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, CONTRACTOR shall protect and defend, at its own expense, DISTRICT, Construction Manager, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys fees or other proceeding based upon such act, omission, or breach.

Furthermore, CONTRACTOR agrees to and does hereby defend, indemnify and hold

acceleration of the Work that is (1) unreasonable under the circumstances involved; (2) not within the contemplation of the parties at the time of contracting; and (3) which is caused by one of the parties to the Contract Documents or is caused by some other person for whom one of the parties to the Contract Documents is responsible. Regarding Compensable Impacts, the parties agree as follows:

- (a) If the District causes or is responsible for a Compensable Impact, then the time period for completion of the Work shall be extended by the number of calendar days that the Contractor experiences the Compensable Impact, provided that satisfactory evidence is presented to the District within fifteen (15) calendar days of the commencement of the Compensable Impact and provided that the Compensable Impact is neither caused, contributed to, or continued, by the fault or negligence of the Contractor, its subcontractors, material suppliers or others reasonably and customarily under the Contractor's and/or its subcontractor's control. A time extension granted for the Work at one site shall not apply to any other site unless the time extension expressly states that to be the case. The extension of time, if allowed by the District, shall only be authorized by, and be contained in, a written Change Order.
- (b) The District and those acting on its behalf shall not be liable for any damages because of any delay or failure to deliver the project site to the Contractor where the cause is beyond the control of and without the fault of the District, including but not limited to: an act of God or of a public enemy, act of Government, act of any quasi-governmental or publicly-regulated entity, including a utility, act of the Contractor or the Contractor's employee or agent, fire, flood, epidemic, quarantine restrictions, riot, strike, freight embargo, weather, or act of any third person or entity not subject to direct control of the District. The sole remedy of the Contractor for any such delay or failure to furnish the project site shall be limited to an extension of time.
- (c) In anticipation of, and in compliance with, Public Contract Code section 7102, the parties acknowledge that certain site, and/or existing site improvement, conditions regarding any hazardous substance, including without limitation, asbestos and lead, may exist or be discovered during the project which may cause a delay, disruption, interruption, hindrance, and/or interference of the Work. Regarding contracts involving work on existing structures, the Contractor expressly acknowledges that it shall not be entitled to payment of liquidated or other damages by the District for a delay, disruption, interruption, hindrance, and/or interference of the Work of up to ninety (90) calendar days whenever such time is required in order to abate or remove from such structure(s) any hazardous material such as, but without limitation, asbestos or lead discovered at and/or in such sites. Further, Contractor acknowledges and agrees that liquidated or other damages shall not be paid by the District for delays, disruptions, interruptions, hindrances, and/or interferences of the Work up to an including an additional ninety (90) calendar days, whenever such time is required to remove underground tanks, sumps, clarifiers, hoist cylinders, and/or other underground utilities existing at the site.
- (d) In anticipation of, and in compliance with, Public Contract Code section 7102, and because it is agreed by the Contractor and the District that actual damages are impracticable and extremely difficult to ascertain regarding consequential damages caused by Compensable Impacts, the Contractor and the District each hereby establish the liquidated sum of \$500.00 per calendar day for each day of Compensable Impact that the other can prove to be caused by and/or the responsibility of the other. The parties expressly agree to be limited solely to these liquidated damages for all Compensable Impacts as

AGREEMENT FORM

THIS AGREEMENT, entered into this 14th day of January 2014 in the County of Orange of the State of California, by and between the Fullerton Joint Union High School District, hereinafter called the "DISTRICT", and Floyd Auten Electric, Inc., hereinafter called the "CONTRACTOR".

WITNESSETH that the DISTRICT and the CONTRACTOR for the consideration stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK: The CONTRACTOR shall furnish all labor, materials, equipment, tools, and utility and transportation services, and perform and complete all work required in connection with the Installation of Electrical and Data Wiring at All District School Sites, EC 2013/14 #138 in strict accordance with the contract documents enumerated in Article 7 below. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to comply with that obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by an act or omission of the Architect, Engineer, Inspector, Division of the State Architect (DSA), or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the contract documents and the CONTRACTOR protests, in accordance with the contract documents, that the act or omission is preventing the CONTRACTOR from fully complying with the contract documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT office within seven (7) days of the date of occurrence of such act or omission preventing the CONTRACTOR from fully complying with the Contract Documents.

ARTICLE 2 - TIME OF COMPLETION: The DISTRICT may give the Notice to Proceed within 60-days of the award of the bid by the DISTRICT. Once the CONTRACTOR has received the Notice to Proceed, the CONTRACTOR shall commence all work as specified in the Notice to Proceed, as well as the Preliminary Base Line Construction Schedule, and shall diligently schedule, execute and fully complete the required work in accordance with the current Construction Schedule and within the time period specified in the Notice to Proceed. All work for this Project shall be completed during the period of January 18, 2014 through February 15, 2014 to be confirmed in the written Notice to Proceed from the DISTRICT. Contractor shall refer to Construction Schedule for contractual obligation regarding individual activity durations.

In the event that the DISTRICT desires to postpone giving the notice to proceed beyond this 60-day period, it is expressly understood that with reasonable notice to the CONTRACTOR, giving the notice to proceed may be postponed by the DISTRICT. It is further expressly understood by the CONTRACTOR, that the CONTRACTOR shall not be entitled to any claim of additional compensation as a result of the DISTRICT's postponement of giving the notice to proceed.

If the CONTRACTOR believes that a postponement will cause hardship to it, the CONTRACTOR may terminate the contract with written notice to the DISTRICT within ten (10) days after receipt by the CONTRACTOR of the DISTRICT's notice of postponement. It is further understood by the CONTRACTOR that in the event that the CONTRACTOR terminates the contract as a result of postponement by the DISTRICT, the DISTRICT shall only be obligated to pay the CONTRACTOR for the work performed by the CONTRACTOR at the time of notification of postponement. Should the CONTRACTOR terminate the contract as a result of a notice of postponement, the DISTRICT shall have the authority to award the contract to the next lowest responsible bidder.

ARTICLE 3 - COMPENSABLE IMPACTS - TIME EXTENSIONS AND LIQUIDATED DAMAGES:
A "Compensable Impact" is defined as a delay, disruption, interference, hindrance and/or

Buena Park High School

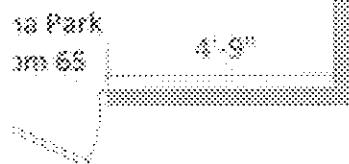
Room 65

Revised 12-20-13

tall computer
sit at end of
cable Panduit



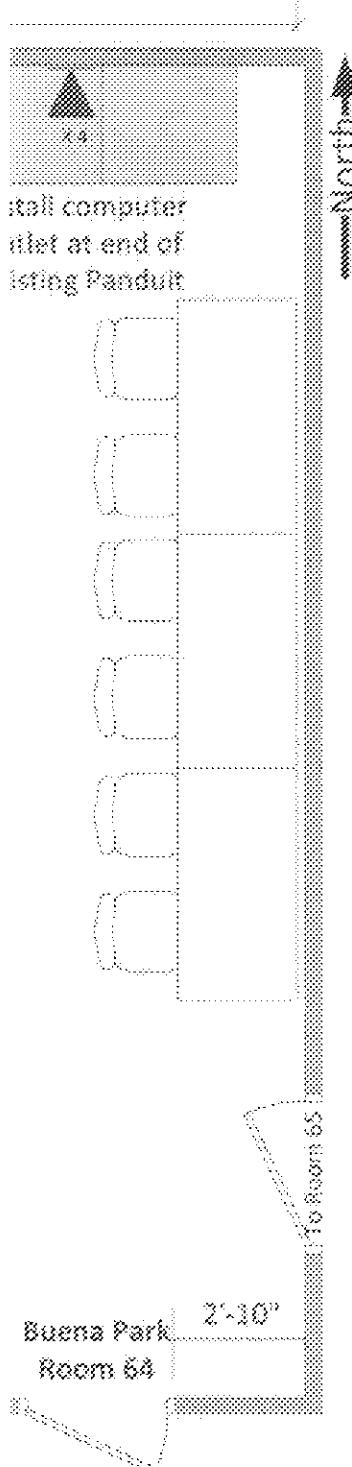
- 1) This drawing is a representative layout of Buena Park High School room 65. Although there are measurements indicated, drawing may not be to scale. Location of computer and electrical outlets are approximate.
- 2) Indicates approximate location of computer outlet. X indicates the number of connectors per outlet.
 - 2A) Cable runs from noted locations to IOP 3 in room 60.
 - 2B) Use and/or match existing surface mount Panduit.



Buena Park High School

Rooms 64

Revised 12-20-13



- 1) This drawing is a representative layout of Buena Park High School room 64. Although there are measurements indicated, drawing may not be to scale. Location of computer and electrical outlets are approximate.
- 2) indicates approximate location of computer outlet. X indicates the number of connectors per outlet.
 - 2A) Cable runs from noted locations to 83F 3 in room 60.
 - 2B) Use and/or match existing surface mount Panduit.
- 3) Indicates existing power poles.
 - 3A) Re-Terminate and test 11 existing computer connectors

250TP-4 · Ivory
250TP-4-0G · Gray

Product Series: 250TP

Dimensions

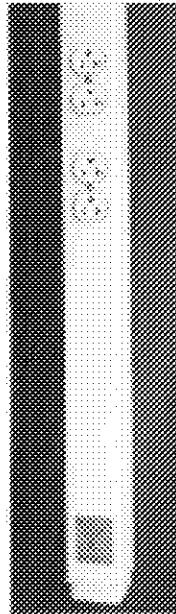
Height: 10' 6" [3.2m]

Technical Information

Material: Steel

Buy American Act Compliance

Country of Origin: UNITED STATES OF AMERICA
Buy American Act Status: Buy American Act Compliant



25DTP-4 25DTP Series Steel Tele-Power Pole

25DTP-4

Two-compartment pole (power and communications). Nominal material thickness .030" (.8mm). Ivory or gray boot base. Factory wired with fed-spec general grade 20A 125V duplex style receptacles. An 8" (203mm) cover at top front of pole is removable for making power wiring connections. Nids provided in removable cover for RJ11/RJ45 and modular telephone communication connectors. Mounting hardware, entrance end plate and two ceiling trim plates furnished. Available in standard length of 10' 6" (3.2m). Also increase the length of any 25 Series pole with the 25OTC-EX Tele-Power Pole Extender. NOTE: Add the suffix "L-C" for the cord-ended version (10' [3.0m] cord).
AVAILABLE IN CANADA ONLY.

Product Features

• Standard length

• Cord-ended version

• Available in Canada only

General Info

Available Colors:

4. Q. The District has two different brands (Panduit and Wiremold) of non-metallic surface mount raceway in use throughout the District. Please verify which product the District was/is installed.

R. All computer network cabling, equipment, materials, panels, cabinets, etc. installed by the contractor shall meet the specifications, performance, certification requirements, and warranty, etc. as outlined and detailed in the project documents. With respect to non-metallic surface mount raceway, please match existing product installations. Where Panduit is installed, install Panduit; where Wiremold is installed, install Wiremold.

The District point of contact for this project is Terri Tice, Budget Control Clerk.

Phone: (714) 870-2819

Email: tice@fusd.net

Winter Break Notice: The District construction department office will be closed from December 23 through January 3. For questions regarding this project during this time, please contact Ron Lebs, Assistant Superintendent, Business Services at rlebs@fusd.net.

Addendum #1
December 20, 2013

**Installation of Electrical and
Data Wiring at all District
School Sites
Bid No. 1314 – 07**

Responses to Questions from Pre-Bid Conference

Bid Due Date: January 10, 2014 2:00 p.m.

Questions asked at the pre-bid conference are provided below with responses. By issuance of this addendum, this information is hereby incorporated into the bid package and is part of the project documents. Bidders are directed to acknowledge receipt of this addendum in the appropriate location on the bid form.

1. Q. La Vista/La Sierra High School is wired with CAT 6 computer network cabling. The specifications call for CAT 5e and all other sites in the District are wired with CAT 5e. What type of computer network cabling should be installed at La Vista/La Sierra High School?

R. CAT 6 computer network cabling should be installed at La Vista/La Sierra High School.
2. Q. The District has several different brands of patch panels and computer network cabling in use throughout the district. Specification §16750 1.04 Equipment Qualifications C. states, "The system shall be as manufactured by AMP to match existing District maintenance and operating standards. No substitutions will be approved." Please verify whether installed products are to match existing installations, or the specification.

R. All computer network cabling, equipment, materials, panels, cabinets, etc. installed by the contractor shall meet the specifications, performance, certification requirements, and warranty, etc. as outlined and detailed in the project documents. Contractor shall install equipment as outlined in the specifications and project documents.
3. Q. Please provide the product specifications and location of the two additional power poles that were identified during the job walk at the pre-bid conference.

R. Power poles shall be legrand® 2SDTP-4, see attached cut-sheet/specifications. The attached drawings provide the locations of the power poles. Please replace existing drawings for Rooms 64 and 65 at Buena Park High School with the following drawings:

Buena Park Rm 64 for SBAC Testing Lab Final (Revised 12-20)
Buena Park Rm 65 for SBAC Testing Lab Final (Revised 12-20)

- R. Data cabling (CAT 5e) installed per Basic Electrical Materials and Methods Section 16750 2.02 Copper Wire Cables (Twisted Pairs) must meet all the requirements of Section 16750, subsequent addendums, and shall be plenum rated.
5. Q. Basic Electrical Materials and Methods Section 16750 3.06 Identification (Additional Requirements) C. states that wire cables shall be 1/8" thick 98% lead or "polypropylene tag holders with interchangeable, yellow polypropylene tag... as manufactured by Almetek industries "EXTAG" - Ledgewood, New Jersey."
- Is this specific tag required for the CAT 5e cabling being installed, or will standard cable tags be sufficient?
- R. Standard cable tags of equal value, quality, and performance will be accepted.

Note: Bidders proposing substitute products for computer network cabling, equipment, materials, panels, cabinets, etc. must provide appropriate product information i.e., manufacturer's specifications, cut sheets, product literature, etc., for the proposed products in their bid package along with a short justification indicating how the proposed substitute meets the project specifications. Substitutions proposed after award of contract will not be considered.

The District point of contact for this project is Terri Ticer, Budget Control Clerk.

Phone: (714) 870-2819
Email: tticer@fjuhsd.net.

Winter Break Notice: The District construction department office will be closed from December 23 through January 6. Offices will reopen on Tuesday, January 7. For questions regarding this project during this time, please contact Ron Lebs, Assistant Superintendent, Business Services at rlebs@fjuhsd.net.

Addendum #3
January 3, 2014

**Installation of Electrical and
Data Wiring at all District
School Sites
Bid No. 1314 - 07**

Responses to Requests for Information

Bid Due Date: January 10, 2014 2:00 p.m.

Additional questions asked subsequent to the pre-bid conference are provided below with responses. By issuance of this addendum, this information is hereby incorporated into the bid package and is part of the project documents. Bidders are directed to acknowledge receipt of this addendum in the appropriate location on the bid form.

1. Q. Basic Electrical Materials and Methods Section 16050 2.06 Receptacles E states that the computer lab receptacles shall be "transient voltage surge protection type." Are all receptacles to be surge protection type per 16050 2.06 E?
R. Computer lab receptacles do not need to be "transient voltage surge protection type" but shall comply with all other requirements of Section 16050.
2. Q. If the answer to question #1 above is that receptacles are to be "transient voltage surge protection type," the specified power poles will need to be modified. Is this correct?
R. Computer lab receptacles do not need to be "transient voltage surge protection type" as stated in the response to question #1, therefore the specified power poles do not need to be modified.
3. Q. Basic Electrical Materials and Methods Section 16750 2.02 Copper Wire Cables (Twisted Pairs) A. and E. state that data cabling (CAT 5e) shall be "screened" or "shielded." Please confirm that cabling is to be shielded.
R. Data cabling (CAT 5e) installed per Basic Electrical Materials and Methods Section 16750 2.02 Copper Wire Cables (Twisted Pairs) does not need to be shielded, but must meet all other requirements of Section 16750.
4. Q. It was stated discussed at the jobsite meeting that the data cable (CAT 5e) could be riser rated; please confirm.

proposed substitute meets the project specifications. Substitutions proposed after award of contract will not be considered.

The District point of contact for this project is Terri Ticer, Budget Control Clerk.

Phone: (714) 870-2819
Email: ticer@fjuhsd.net

Winter Break Notice: The District construction department office will be closed from December 23 through January 6. Offices will reopen on Tuesday, January 7. For questions regarding this project during this time, please contact Ron Letts, Assistant Superintendent, Business Services at rlebs@fjuhsd.net.