

CONTRACT CHANGE ORDER NO. 1

CONTRACT AWARDED BY: Fresno City Council DATE OF AWARD: November 20th 2015
 PROJECT: Southeast Surface Water Treatment Facility
 P.O. NO: FRSNO-0000070070 PROJECT ID NO: WC000057 BID FILE NO: 3369
 CONTRACTOR: W. M. Lyles Co. of Fresno, California

The Contractor is hereby requested to make the herein described changes from the Contract Documents or do the following described work not included in the plans and specifications on this contract. NOTE: THIS CHANGE IS NOT EFFECTIVE UNTIL FULLY EXECUTED.

Description of Requested Change:

I. CHANGES TO CONTRACT PLANS AND SPECIFICATIONS.

A. This Change Order No. 1 reduces the scope for the City Construction Field Office Facility, adds a Supplemental Work allowance, and adds a value engineering procedure to the Contract. See Page 2 for summary description.

II. CONTRACT PRICE

A. This Change Order No.1 results in a net decrease of \$153,313 to the contract price.

III. CONTRACT TIME

B. No time impacts

STATEMENT OF CONTRACT PRICE		STATEMENT OF CONTRACT TIME		
Original Contract Price	\$ 158,766,000.00		Calendar Days	Contract Dates
Approved Cost Change Orders to Date	\$ -	Contract Notice to Proceed		12/31/2015
Cost of this Change Order	\$ (153,313.00) See (Pg 2)	Calendar Days to Substantial Completion	910	
Total of all Contract Cost Change Orders including this Change Order	\$ (153,313.00)	Calendar Days to Final Completion	1,000	
Net percentage change in Contract Price from original Contract Price	-0.1%	Computed Date for Substantial Completion		6/27/2018
		Computed Date for Final Completion		9/25/2018
		Time Extension Days For Contract		
		Time extension days this CCO	0	
		Total time extension days previous CCO's	0	
		Total Time Extension Days To Date	0	
		Excess Adverse Weather Days To Date (Pg 3)	0	
		Suspended Work Days To Date	0	
		Revised Substantial Completion Date		6/27/2018
Revised Contract Price	\$ 158,612,687.00	Revised Final Completion Date		9/25/2018

CONTRACTOR ACCEPTANCE

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the price shown above.

Acceptance Date: 2/16/16 Contractor: W. M. Lyles Co. of Fresno, California

Accepted By: [Signature] Title: SR. VP

If the contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work.

OWNER APPROVAL

Submitted By: [Signature] Recommended By: [Signature] Date: 02/16/2016
 Ben Carlisle, Construction Manager Randy Hoffman, Project Manager

Authorized By: Public Utilities Water Division Manager Date: 2/16/16
[Signature] Michael Carbajal

Approved By: Public Utilities Director Date: _____
 Thomas Esqueda

Approved By: City Council Minutes of Meeting Dated: March 3rd 2016

(Council approval required if change order or total change orders exceed 10 percent of contract price or if individual change order exceeds Fresno City Charter limit or Section 33422 Health and Safety Code for Agency contracts.)



**DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION**



CONTRACT CHANGE ORDER NO. 1
Change Order Details

Change Order Request	Description	Amount	Time Increase
1	Modify Specification Section 01501 City Construction Field Office Facility to reduce the size of the facility and eliminate the asphalt paving in the parking lot in accordance with the Construction Manager's Change Order Recommendation No. 1 dated 02/04/2016 (attached)	\$ (1,153,313.00)	0
2	Modify the Contract Division II General Conditions to add a Supplemental Work allowance for differing job site conditions and other unforeseen work. A copy of the new Supplemental Work specification is attached.	\$ 1,000,000.00	0
3	Add Specification Section 01150 Value Engineering Change Proposal to the Contract Documents. This is a No Cost administrative modification to the Contract. A copy of the new Value Engineering Change Proposal specification is attached.	\$ -	0
		\$ (153,313.00)	0



DEPARTMENT OF PUBLIC UTILITIES
WATER DIVISION
Adverse Weather Delay Days



Agreed Adverse Weather Days

Month	AWDs	Excess AWDs to be Applied to Contract Time
Jan-16	TBD	TBD
Feb-16	TBD	TBD
Mar-16	TBD	TBD
Apr-16	TBD	TBD
May-16	TBD	TBD
Jun-16	TBD	TBD
Jul-16	TBD	TBD
Aug-16	TBD	TBD
Sep-16	TBD	TBD
Oct-16	TBD	TBD
Nov-16	TBD	TBD
Dec-16	TBD	TBD
Jan-17	TBD	TBD
Feb-17	TBD	TBD
Mar-17	TBD	TBD
Apr-17	TBD	TBD
May-17	TBD	TBD
Jun-17	TBD	TBD
Jul-17	TBD	TBD
Aug-17	TBD	TBD
Sep-17	TBD	TBD
Oct-17	TBD	TBD
Nov-17	TBD	TBD
Dec-17	TBD	TBD
Jan-18	TBD	TBD
Feb-18	TBD	TBD
Mar-18	TBD	TBD
Apr-18	TBD	TBD
May-18	TBD	TBD
Jun-18	TBD	TBD
Jul-18	TBD	TBD
Aug-18	TBD	TBD
Sep-18	TBD	TBD
Oct-18	TBD	TBD
Nov-18	TBD	TBD

Total Excess AWDs

0



Change Order Recommendation

City of Fresno Southeast Surface Water Treatment Facility

**Change Order Recommendation
for COP No. 001**

TO: City of Fresno	DATE: <u>02/04/2016</u>
ATTENTION: Randy Hoffman	CAROLLO W.O. NO: <u>9279A.21</u>
SUBJECT: COP 001 - CM Complex	

Dear Randy Hoffman:

We have reviewed the attached subject change order proposal provided by W.M. Lyles and recommend the City proceed with a formal change order to incorporate it into the contract.

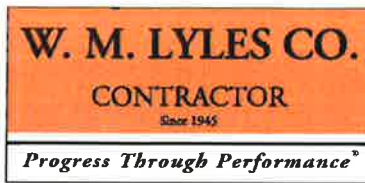
Please contact us if you have questions or need additional information.

Sincerely,

CAROLLO ENGINEERS, INC.

Ben Carlisle

Enclosures: Change Order Proposal #001



Central Division – Fresno Office
335 North Thorne Ave
Fresno, CA 93706
Telephone 559-268-1540
Fax 559-268-0420

www.wmlyles.com
An Equal Opportunity Employer

California Contractor's License No. 422390

February 4, 2015

City of Fresno
Department of Public Utilities –Water Division
2101 G Street, Building A
Fresno, CA 93706

Attn: Ben Carlisle, Construction Manager
Project: Southeast Surface Water Treatment Facility
Subject: COP 001 (Request for Proposal No.1) - CM Complex

Dear Mr. Carlisle,

Our lump sum credit to provide the temporary trailer complex as described in the referenced RFP is \$1,153,313.00. A breakdown of this credit is as follows:

Office Complex	\$ 865,473.00
Furniture Components	147,852.00
Appliance*	1,341.00
AC Parking Lot (CAB only)	100,000.00
Temporary Field Office	<u>38,647.00</u>
Total Credit Proposed	\$1,153,313.00

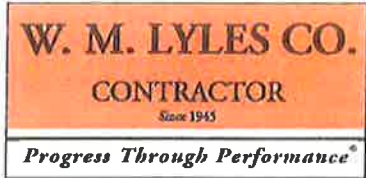
* Deletion of 1ea. refrigerator and 1 ea. microwave

Attached is our office complex supplier's proposal and layout drawing. Also provided is a specification sheet listing what is being provided along with some additional Energy Code clarifications on the quality of construction associated with this type of structure. WML will install all other utilities required to connect to the trailer.

Additionally, as requested, W.M. Lyles Co. offers to buy back the complex for \$98,800.00 if the City so choses up to 4 years from installation thus increasing the proposed credit to \$1,252,113.00.

Corporate Office: 1250 W. Olive, Fresno, CA 93728 Telephone: (559) 441-1900 • Fax (559) 487-7958

Bakersfield (661) 387-1600 | Fresno (559) 268-1540 | Temecula (951) 973-7393 | Sacramento (916) 375-1833
| Visalia (559) 651-1450



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An Equal Opportunity Employer

Bond costs have not been included in this proposal. These costs will be addressed as necessary at the end of the project, when final project costs are known.

If you have any questions or require further information, please contact us.

Sincerely,

A handwritten signature in black ink, appearing to read "Tony Mueller", is written over the word "Sincerely,".

Tony Mueller
Sr. Project Manager
W.M. Lyles Co.

Attach
Cc: WML PCO 2 file

Corporate Office: 1250 W. Olive, Fresno, CA 93728 Telephone: (559) 441-1900 • Fax (559) 487-7958

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| Visalia (559) 651-1450



9090 Union Park Way, Suite 104, Elk Grove, CA 95624 (916) 714-3501; (916) 714-3503 Fax

W. M. Lyles Company
 2810 Unicorn Road
 Bakersfield, CA 93308
 Attn: Dave Dawson
 January 28, 2016

CASH PURCHASE PROPOSAL

City of Fresno, SE Surface Water Treatment Facility, Phase II

NEW Custom 84' x 60' Modular Office Building- Per the PMI Drawing Dated Jan 28, 2016 & PMI's Specs date 01/28/16

New Custom Modular Office Building: Per the PMI Drawing	Included
Fire Sprinkler System- NO Underground work:	Included
Accordion Door- STC 50 rated door ONLY:	Included
Air Balance:	Included
Some items included from original specs- (ONLY those items on PMI's Spec sheet)	Included
Delivery to Fresno, CA:	Included
Finish Flooring: Carpet (26 oz commercial glue down. Sheet vinyl in restrooms)	Included
Installation (setup modular bldg): On general contractor provided pad.	Included
NOTE: General Contractor is to provide complete, compacted pad as required by the City's bid docs and PMI's Licensed Engineer. PMI is not responsible for any settling of the building due to failure of the general contractor provided pad. PMI is providing a standard system consisting of steel piers that will sit on ABS pads. Concrete work NOT included	
Foundation Materials: NO CONCRETE. ABS Pads, piers & tie downs only:	Included
Foundation Drawings: State of California Licensed Engineer's, "Wet Stamped":	Included
Non-Taxable on Site Labor, Travel & Per Diem	Included
Tie Downs: Seismic Restraints: Labor	Included
Tie Downs; Seismic Restraints: Material	Included
Skirting- Labor:	Included
Skirting- Materials	Included
Handicap Ramps, Decks & Steps (Per PMI Drawing)	Included
Provide and install gutters and downspouts: Standard colors, no custom colors	Included
Department Of Housing License Fees:	*Included
California State & Local Tax	<u>Included</u>
TOTAL:	\$535,474.50

PMI WILL AGREE TO BUY BACK THE CUSTOM MODULAR BUILDING BETWEEN THE 3 AND 4 YEAR CITY OF FRESNO USE PERIOD FOR \$98,800.00. PLUS PMI WILL PAY FOR ALL TEAR DOWN AND ALL "RETURN DELIVERY" COSTS.

*All City and State Agencies are exempt from DOH Fees. IF PMI is selling the building DIRECTLY to a General Contractor, not The City of Fresno, DOH Fees must be charged.

Performance Modular is a certified small business with the State of California, DGS, Cert. #34215



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W. M. Lyles Company
2810 Unicorn Road
Bakersfield, CA 93308
Attn: Dave Dawson
January 28, 2016

City of Fresno
Southeast Surface Water Treatment Facility Phase II, Bid File # 3369
REVISED "City Construction Field Office Facility". Per PMI Specs & Floorplan Drawing only

SCOPE OF WORK- "OPTION 2"

Provided by Performance Modular or the Modular Factory, or our subs:

1. New Custom Modular Building with a nominal dimension of 120' x 60' (10 each 12' x 60' modules. Actual is 11'8" x 60' each)
2. HVAC system consisting of standard wall mount heat pumps and complete duct work for supply & return air system. Plus, one 2 ton mini split unit has been added to cool Tele/Comm Room.
3. All floor covering including carpet in all areas with the exception of the restrooms which will be sheet vinyl with 6" self cove.
4. Freight of units to the site from the factory
5. Installation of the modular building on steel piers and ABS pads and tie downs only. No concrete work is included.
6. Piers, pads and tie downs for modular building. Foundation engineering is included.
7. Handicap Ramps & Steps per the PMI drawing. All materials are to be prefabricated, re-locatable type.
8. Fire Sprinkler System for inside modular building to PMI riser only. No underground included. All piping to PMI riser is by others.
9. Four hose bibs are provided.
10. New Accordion type door in STC 50 is included in Conference Room.
11. Solid Core Interior Doors as requested.
12. Door closures and panic hardware changed to reflect City of Fresno Specifications (only exterior doors).
13. Insulation added to all interior walls as requested.
14. Change ceiling tile from PMI standard 755B to Armstrong 1714.



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W. M. Lyles Company
2810 Unicorn Road
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Attn: Dave Dawson
January 28, 2016

Exclusions and Exceptions-

Items NOT by Performance Modular, Inc, our manufacturer, nor our subcontractors:

1. All cubicles, paneling systems and furniture. All power poles.
2. Telephone, Security, Data, Fire Alarm, Smoke, Intrusion systems. All low voltage systems and wiring, conduits & equipment is by others. NONE of the power requirements for these systems is to be provided by factory. UPS & power for UPS, is also NOT included.
3. Appliances, Office Equipment, any and all furniture, Accessory Equipment,
4. Collection of storm drain system water. No underground work, or tie in to GC underground work of our gutters & downspouts.
5. Utility connections to PMI provided subpanels. Ten (10) subpanels (one per module) will be provided by PMI.
6. Plumbing manifold. PMI will provide multiple stubouts under the floor of the modular building. Plumbing "Tree" or "Manifolding" of these stubouts is by others, NOT PMI.
7. Chlorination and or testing of the domestic water line, or fire water, is not included.
8. Parking Lot lighting
9. Site grounding of building.
10. Site service from local Utility Company IS NOT included. This the GC responsibility 100%.
11. Aerial wireless Access Point Drops
12. Identification signs
13. Canopies-
14. Safety Equipment-
15. Temporary Field Office- Section 2.18
16. Parking Areas- Section 2.19
17. "Services Paid by Contractor"- Section 2.21
18. Sound requirements.
19. Removal of axles and/or tires. Axles and tires will remain on the modular building. If the customer, or Fire Marshall requires removal of the tires, or axles, extra charges shall apply.
20. Dumpster is by others for all PMI waste.
21. Hose bibs are not included.
22. Changes to the PMI Floorplan Drawing. If any changes are made to the PMI drawing or specifications additional charges shall apply.

NOTE:PMI IS TAKING EXCEPTION TO THE ENTIRE 01501 BID SECTION SPECIFICATIONS FOR THE "CITY CONSTRUCTION FIELD OFFICE FACILITY", EXCEPT for those items specifically referenced on PMI's Specifications Dated January 28, 2016.

Payment Terms: Progress payments as the modular building is being constructed off site at the modular building manufacturer's facility as follows:
Negotiable but subject to PMI approval.

5% of total due upon sign off of manufacturer's shop drawings; 15% of total due upon completion of framing at factory;

15% of total due upon completion of factory portion of electrical work; 15% of total due upon completion of factory portion of the mechanical system; 25% of total due upon arrival of the modular buildings to the site.

15% of total due upon completion of the modular building setup, floor finish, site portion of fire sprinkler system, roofing, skirting, HVAC roof top units and casework. Remaining 10% of total due when PMI is done with our scope of work. G.C. shall not withhold 10% retainer. PMI is to be paid Net 30 days from completion of PMI's scope of work.



**9090 UNION PARK WAY, SUITE 104, ELK GROVE, CA 95624
(916) 714-3501 (916) 714-3503 fax**

<u>Specification Item</u>	<u>PMI Specifications- 84' X 60' FLOORPLAN</u>	<u>January 28,</u>
	2016	
Floorplan	84' x 60' (81' 8" x 60' actual; +/- 2")-NOT PER CITY FLOORPLAN	
Fire Sprinklers	INCLUDED	
Wall mount HVAC units	INCLUDED. Wall mounted units w/return air plenum included.	
Air Balance	INCLUDED PMI WILL BALANCE ON SITE	
Title 24 Energy Calcs	INCLUDED BUT PER 4369B, NOT 4369A- See HCD Requirements	
2013 Energy code, Part 6, Title 24, Part 6, Subchapter 5	4369B-"Commercial modular units not designed for installation of a foundation system (real property) shall be designed to comply with energy requirements for building envelopes in the California Code of Regulations, Title 24, Part 6, Subchapter 5, Section 141(d) (Performance Approach) or Section 143(a)(8) (Prescriptive Approach) for relocatable public school bldgs. As HCD deems applicable.	
2013 Energy Requirements for bldg envelope only	INCLUDED	
2013 energy code, Title 25, Article 3, Section 4369B	INCLUDED- SEE HCD CODE REQUIREMENT DOCUMENTS	
Frame Type	Steel Outrigger Type Frame with 2" x 8" Floor joists	
Insulation	Floor:R-30; Walls: R-19 & Roof: R-30	
Exterior wall stud size	2" x 6"	
Floor Decking	3/4" T & G Plywood	
Floor Covering- Restrooms	Restrooms: Sheet vinyl w/6" self Cove	
Floor Covering-Janitors, kitchen, shower & Reception	1/8" VCT w/ 4" rubber base in Breakroom, Reception & Tele/Data NOTE: No Showers included	
Floor Covering-All other areas	26 oz, Direct Glue Down, Polypropylene, with 10 year standard warranty- CARPET TILE NOT PROVIDED.- BY PMI ON SITE	
Exterior Wall Finish	LP Smart Panel Siding	
Interior & Exterior wall finish	1/2" vinyl covered gypsum	
Interior wall insulation	INCLUDED	
Roof	2" x 6" at 24" o.c. MINIMUM	
Roof Decking	1/2" OSB sheathing- DENSDECK AS REQ'D	
Roof Finish	.045 White EPDM	
Ceiling Tile	Armstrong 1714 INCLUDED	
Ceiling height	8' Nominal	
Interior wall height	Floor deck to ceiling height- No STC 40 attempted	

Interior Doors- SOLID CORE	3068 Prefinished Woodgrain SOLID Core Door w/"Timely" Frame
Int Door Lever Hardware	PMI Standard Lever Passage Locksets- "Tell" or equal
Int Door Lever Hardware Tele/Comm Rm	PMI Standard Lever Passage Locksets- "Tell" or equal
Int Door Lever Hardware- All others	PMI Standard Lever Passage Locksets- "Tell" or equal
Int Door Closer	PMI Std Closer Restrooms
Exterior Door	3068 18 GA Steel Door w/ 16 GA KD Steel Frame- "Tell"
Exterior Door Lite Kit	12" x 12" Lite Kit- Standard
Exterior Door Panic Bar	PER CITY OF FRESNO SPECS
Exterior Door Closure	PER CITY OF FRESNO SPECS
Exterior Door Keys	PER CITY OF FRESNO SPECS
Interior Door Keys	PER CITY OF FRESNO SPECS
Mini Blinds over View Windows	Blinds not included on 12x12 lite kit
Pemko 332CR Neoprene Weatherstrip & Sound Seal	INCLUDED
Exterior Windows-Qty per Floorplan	4030 Dual Glazed Low E Horizontal Sliding, White Vinyl
Window Blinds	1" Horizontal Aluminum Mini Blinds
Electrical Panel	(7) 125 amp 1 phase ext mounted w/main circuit breaker
Conduit	Standard conduits
Duplex Outlet	15 amp- Standard
GFCI	Standard GFCI Recept- 8
Dedicated J-Box in Rafter-Cubicles	20 amp J-Box w/power for future cubicles- 20 amp-8
Weather Proof Ext GFCI on roof	1 at each wall mount HVAC unit
Floor Duplex Recept	2 total w/ phone & Recept combo- 1 in each conf room
Switching	Included
2'x4' 3-Tube T-8 w/dimming ballast	Included where near windows
Ceiling Mounted Occ Sensors	Included in restrooms
Occupancy Sensors	Included
Exit Light w/ battery backup	Included
Emergency Light	included
Ext Porch Light	Flourescent Porch Light w/Photocell- <u>Other outside lighting Excluded</u>
2" x 4" J-Box with conduit & pull string & 3/4" conduit to attic-for future phone- NO WIRE INCLUDED	24 Included
2" x 4" J-Box with conduit & pull string & 3/4" conduit to attic-for future fire alarm- NO WIRE, DEVICES, DESIGN OR SYSTEM.	14 Included
4" x 4" J-Box w/Power (no device)- For future fire alarm panel-by others	Included

3" conduit stub (inlet) from below floor to above ceiling in Tele/Data Rm only	Included
6 Hour Twist Timer	INCLUDED
3/4" Plywood in Tele/Comm Rm	INCLUDED
Lighting Controls Package	None provided
LMCT-100 Digital Wireless Config Tool	None provided
Smoke Detectors- (hard wired w/battery backup	SMOKE DUCT DETECTORS PROVIDED ONLY. ALL OTHER SMOKE DETECTORS BY FIRE ALARM SUB & BY OTHERS.
Heat Detectors	NOT INCLUDED.
6"x6"x6" Tele/Data Inlet Box- Empty box only.	Included
Electrical Prep for Roof Top HVAC	NONE PROVIDED- WALL MOUNT UNITS PROVIDED, NOT ROOF TOP
<u>PLUMBING/MECHANICAL</u>	
Handicap Flush Valve Water closet	2 included
Standard Water Closet-Non H/C	QUANTITY AS PER CODE
Urinal- Flush Valve, handicap	QUANTITY AS PER CODE
Wall mount lavatory, Handicap	QUANTITY AS PER CODE
Kitchen sink-DbI, Stainless-brkrm	Included
6 gallon electric water heater	Included in cabinet in Breakroom
Instahot wate heater-dual station for restrooms	ONE PER LAV
Restroom Mirror	ONE PER LAV
Ceiling Fan in Restrooms	180 CFM- 2 per restroom- 4 total
Handicap Restroom signs	Included
Handicap Grab Bars	Included
Liquid Soap Dispenser	ONE PER LAV
Floor Drain- NOT SLOPED FLOORS	2 included
Toilet Paper Dispenser	ADA Single Roll-2
Std Toilet Paper Dispenser	ONE PER FOR EACH NON-HANDICAP WATER CLOSET
Paper Towel Dispenser waste receptacle (Recessed)	INCLUDED
Metal Modesty Partitions	Included
Bobrick Coat Hooks	INCLUDE ONE PER RESTROOM
Frost Proof Hose Bibb	INCLUDE (4) FOUR- ONE IN EACH CORNER OF BLDG
Cold Water Line in Recessed Box	INCLUDE ONE
hot/cold/air gap for future dishwasher-Dishwasher by others	INCLUDED
Isolation Shut off Valves at each fixture	INCLUDED
Water lines in exterior walls	water lines ran in standard locations

WALL MOUNT HVAC UNITS WITH FULLY DUCTED SUPPLY AND RETURN AIR. RETURN AIR PLENUM PROVIDED.	(7) Standard 3 Ton Heat Pump w/ 5 KW Heat Stripwall mounted HVAC units, standard fiberglass duct work, standard ceiling mounted registers, standard T-Stats. AIR BALANCE INCLUDED, BY PMI ON SITE. STANDARD HVAC DESIGN PROVIDED. DESIGNED FOR EASE OF RELOCATION AND PORTABLE USE. NOT COMPLIANT WITH ALL TITLE 24 REQUIREMENTS. SEE NOTES AT BEGINNING OF THESE SPEC SECTIONS.
2 ton Mitsubishi Ductless AC unit- PKA-24NHA4 (BS) or equal. Dedicated for Tele.Comm Room.	INCLUDED- SITE INSTALLED BY PMI SUB.
Casework	Manufacturer's standard Prefinished Base & Upper Cabinets and standard Counter Top.
Semi Recessed Fire Extinguisher Cabinet with 5lb ABC Extinguisher	INCLUDED
Gutters & Downspouts	168' lin ft included-By PMI on site after setup
Folding Parttion Walls	INCLUDED- 18' FOLDING PARTITION WALL- STC 50-
Roof Top Mechanical Screens Cubicles, paneling systems & furniture	NOT INCLUDED, WALL MOUNT HVAC UNITS By WML
Telephone, Security, Data, Fire Alarm, Smoke Detection, Intrusion System, PA System, UPS System	BY WML
Appliances, Office Equipment, or any other furniture	BY WML
Collection of Storm water from roof or PMI provided gutters and downspouts.	BY WML
Utility connections to PMI subpanels (7). Site power.	BY WML
Plumbing Manifold, or "tree" bringing sewer stubouts under the modular bldg to a single point connection. And, connection of the sewer to the site sewer. Site Sewer to the manifold	BY WML
Chlorination of domestic water to the modular building, nor of the modular building water lines	BY WML
Parking Lot lighting	BY WML "OFF BLDG" PER SPECS (PMI INCLUDES PORCH LIGHTS ONLY)
Site grounding of modular bldg	Not included- By WML
Aerial wireless Access Point Drops	BY WML
Decks, Ramps & Steps	INCLUDED
Canopies	WML
Safety Equipment- Section 2.17	WML
Temporary Field Office-Section 2.18	Not included

Parking Areas- Section 2.18
Sound Requirements of Modular
Building

WML (Agg Base)

NOT INCLUDED-SOLID CORE INTERIOR DOORS ADDED

Dumpster, temp toilets, temp power

WML

Hose Rack

WML

Buy Back Option

WILL PROVIDE THIS IN PMI PROPOSAL

Don Shoop

From: Baker, Mitchel@HCD [Mitchel.Baker@hcd.ca.gov]
Sent: Thursday, November 5, 2015 10:29 AM
To: don@performancemodular.com
Cc: Cimini, Kevin@HCD; Ponce, Cesar@HCD; Withers, Emily@HCD
Subject: FW: IB 2012-01 (CM) dated Feb 22, 2012

Don Shoop,

Thank you for contacting the Department of Housing and Community Development regarding Commercial Modulares. The electrical and energy requirements for CM's can be found in Title 25 of the California Code of Regulation as follows:

Electrical Requirements

§ 4380. Minimum Requirements.

- (a) *The provisions of this subarticle relating to electrical equipment and installations apply to all commercial modulares manufactured, or offered for sale, rent, or lease within this State. The provisions of this subarticle also are applicable to the alteration or conversion of electrical equipment and installations in any commercial modular bearing or required to bear a department insignia of approval.*
- (b) *Electrical materials, equipment, products and systems, and their installations in a commercial modular shall conform to those standards provided in the California Code of Regulations, Title 24, Part 3, California Electrical Code (CEC) and to the provisions of this subarticle, including standards for listing and labeling, and compliance with manufacturers installation instructions.*

Energy Requirements

§ 4369. Energy Requirements.

- (a) *Commercial modular units designed for installation on a foundation system shall comply with the applicable requirements of the Energy Efficiency Standards for Residential and Nonresidential Buildings of the California Code of Regulations, Title 24, Part 6, California Energy Code (CEC).*
- (b) *Commercial modular units not designed for installation on a foundation system shall be designed to comply with the energy requirements for building envelopes in the California Code of Regulations, Title 24, Part 6, Subchapter 5, Section 141(d) (Performance Approach) or Section 143(a)(8) (Prescriptive Approach) for relocatable public school buildings.*
- (c) *Except as required in Section 18029.4 of the California Health and Safety Code and Section 4350(c)(1) of this subarticle, the energy requirements found in this section shall not apply to special purpose commercial modular units.*

These requirements are further refined within two HCD Information Bulletins as follows:

Information Bulletin 2012-01 (INCLUDED) - SEE PAGE 4 OF 6

Information Bulletin 2012-01 Supplement

A useful Information Bulletin you can forward to Local Enforcement Agencies is IB2006-06.

The HCD Commercial Modular Information Bulletins web page can be accessed by clicking here.

The following link will direct you to Title 25 of the California Code of Regulation Article 3
(Requirements for Commercial Modulars)
[T25CCR Article 3](#)

Lighting acceptance testing information can be acquired through the California Energy Commission's
"blueprint" document by [clicking here](#) and [here](#):

If you may need anything further you may contact me directly.

Thank you,

Mitchel Baker

District Representative II
Department of Housing and Community Development
Division of Codes and Standards
Office: (916) 263-1733
Fax: (916) 263-4713
mbaker@hcd.ca.gov



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From: Don Shoop [<mailto:don@performancemodular.com>]
Sent: Wednesday, November 04, 2015 4:23 PM
To: Cimini, Kevin@HCD
Subject: IB 2012-01 (CM) dated Feb 22, 2012

Hello Kevin,

We are licensed Dealers of Commercial Modular Buildings (License # DL 1116032). We bid a lot of large CM projects to City, County and State agencies. The question keeps coming up about the electrical requirements now for Commercial Modular Buildings and specifically about **Energy Codes** and more specifically lighting Controls, Inspections and Testing of the Lighting Systems and Compliance with Energy Codes.

Can you please clarify HCD's FIRM, written, requirements for Commercial Modular Buildings that are NOT going on a "permanent" foundation. These large modular buildings are being purchased by the various agencies, not leased, so they will be on site for up to 20 years, possibly even longer, but they are still be installed on steel piers and P.T. wood pads with tie downs to anchor the buildings to the ground. There are no concrete foundations, no welding of the frames to the concrete/steel embeds, in the foundation, or any other "permanent" type installation. Can you please direct me to the code sections that apply and DOH bulletins I can forward to the County or City agencies we are providing these buildings to?

Thank you for your help!

Don Shoop

SEE PAGE 2, ITEM III. "ENERGY/CALGREEN"

PAGE 3 OF 6

STATE OF CALIFORNIA - BUSINESS, TRANSPORTATION AND HOUSING AGENCY

Edmund G. Brown Jr., Governor

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

DIVISION OF CODES AND STANDARDS

1800 Third Street, Room, 260, P.O. Box 31
Sacramento, CA 95811-1407
From TDD Phones 1 (800) 735-2929
(916) 445-9471 FAX (916) 327-4712
www.hcd.ca.gov



February 22, 2012

Information Bulletin 2012-01 (CM)

**TO: City and County Building Officials
Commercial Modular Dealers and Manufacturers
Third-party Agencies
Interested Parties
Division Staff**

**SUBJECT: Commercial Modular (CM) and Special Purpose Commercial Modular
Amended Design and Construction Standards FAQs**

The purpose of this Information Bulletin is to provide clarification to Information Bulletin 2011-06 (MH) issued on October 1, 2011, regarding modified regulations for the design and construction of commercial modular and special purpose commercial modular (CM/SPCM) units manufactured on or after March 31, 2012.

This bulletin provides, in FAQ format, answers to questions received by Department of Housing and Community Development (Department) staff and additional information to properly implement the changes affecting Department procedures, inspections, and alterations. It also addresses the issuance and use of a new CM insignia specifically designed to distinguish a CM unit constructed using the regulations effective March 31, 2012, from those units constructed prior.

Questions or comments regarding this announcement should be directed to Kevin Cimini, Manufactured and Factory-built Program Manager at (916) 445-3338, or by electronic mail to kcimini@hcd.ca.gov.

A handwritten signature in black ink, appearing to read "Kim Strange".

Kim Strange
Chief Deputy Director

Attachment

- A7. The March 31, 2012, effective date is a hard date for conversion to the new regulations adopting the CBC. Everything on-line in the factory on and after this date shall comply with the CBC. Manufacturers, third-party agencies were given 180 days to amend its designs and prepare for implementation of the CBC.
- Q8. For a certified CM plant where each unit is only required to be inspected once, if a third party agency inspects a unit a couple of days ahead of 3/31/12, would the unit be inspected to the new or old regulations? Would the unit receive a "black" insignia indicating compliance to the 1991 UBC?
- A8. Answer to the first question is old regulations unless the CM unit cannot be finished prior to 3/31/2012. The answer to the second question is No. March 31, 2012, is the effective date, and everything on-line and everything approved on and after the effective date shall be designed and constructed in accordance with the new standards and receive the new insignia indicating compliance to the CBC. HCD provided latitude for compliance by providing 180 days to convert to the new CBC standards. Manufacturers are allowed to construct units in accordance with the new regulations *prior to the 3/31/2012 effective date*, and obtain new insignia signifying such approval.

II. ELECTRICAL

- Q9. Will the 2010 CEC Article 334, Section 334.10 (3) requiring NM cables to be protected by a 15 minute thermal barrier and NEC section 334.12(2) prohibiting NM cable exposed in dropped or suspended ceilings applicable to both CM and SPCM?
- A9. Yes. NEC Article 334 is applicable.

III. ENERGY / CALGREEN

- Q10. Was CalGreen adopted as part of the construction of CM units? Senate Bill 538 (Battin) authorizing commercial modular compliance with the CBC did not specifically instruct HCD to adopt T24, Part 11 (CalGreen).
- A10. Yes, the CalGreen³ requirements are applicable. There were no references to CalGreen codes in the legislative bill requiring HCD to adopt Title 24 CBC due to the fact that CalGreen was not an official part of the CBC. By the time HCD began the CM rulemaking, CalGreen was a mandatory requirement.
- Q11. Can you help to explain what the energy requirements will be for *Leased* Commercial Modular buildings?
- A11. The new regulations, Section 4369 (b), states as follows:

THIS SECTION IS NOT APPLICABLE FOR CITY OF FREMNO

THIS SECTION FOR CITY OF FREMNO IS APPLICABLE 4369B

§ 4369. Energy Requirements - 4369A - NOT APPLICABLE

(a) Commercial modular units designed for installation on a foundation system shall comply with the applicable requirements of the Energy Efficiency Standards for Residential and Nonresidential Buildings of the California Code of Regulations, Title 24, Part 6, California Energy Code (CEC).

(b) Commercial modular units not designed for installation on a foundation system shall be designed to comply with the energy requirements for building envelopes in the California Code of Regulations, Title 24, Part 6, Subchapter 5, Section 141(d) (Performance Approach) or Section 143(a)(8) (Prescriptive Approach) for relocatable public school buildings.

(c) Except as required in Section 18029.4 of the California Health and Safety Code and Section 4350(c)(1) of this subarticle, the energy requirements found in this section shall not apply to special purpose commercial modular units.

A11. Leased CM units would be covered under Subsection (b) (highlighted above) of 4369 which references 141(d) and 143(a)(8) of the CA Energy Code, 141 / 143. If the unit is not designed for installation on a

³ CalGreen means the regulations enacted pursuant to CA Code of Regulations, Title 24, Part 11.
02/16/2012

DEFINITION OF A "FOUNDATION SYSTEM"

Don Shoop

PAGE 5 OF 6

From: Baker, Mitchel@HCD [Mitchel.Baker@hcd.ca.gov]
Sent: Thursday, November 5, 2015 3:20 PM
To: Don Shoop
Subject: RE: IB 2012-01 (CM) dated Feb 22, 2012

Don Shoop,

Below is the definition of a foundation system, as requested.

Title 25 CCR Section 1002 (9) Foundation System.

An assembly of materials designed and engineered by an architect or engineer to resist the imposition of external forces once the MH-unit or commercial modular is installed upon it. The installation on a foundation is classified as one of the following:

- (A) Foundation installation — a fixture or improvement to real property, recorded with the county recorder's office, once recorded is no longer personal property, and which complies with the requirements of Health and Safety Code section 18551(a); or
- (B) Chattel installation — neither a fixture nor an improvement to real property, not recorded with the county recorder's office, remains personal property, and which complies with the requirements of Health and Safety Code section 18551(b).

Thank you,

Mitchel Baker

District Representative II
Department of Housing and Community Development
Division of Codes and Standards
Office: (916) 263-1733
Fax: (916) 263-4713
mbaker@hcd.ca.gov



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From: Don Shoop [mailto:don@performancemodular.com]
Sent: Thursday, November 05, 2015 2:57 PM
To: Baker, Mitchel@HCD
Cc: Cimini, Kevin@HCD; Ponce, Cesar@HCD; Withers, Emily@HCD
Subject: RE: IB 2012-01 (CM) dated Feb 22, 2012

Thank you Mitchel,

(11) Equipment. All materials, appliances, devices, fixtures, fittings, or accessories used in the structural, fire safety, plumbing, mechanical, and electrical systems of units, accessory buildings and structures, buildings, structures, infrastructures, and systems subject to this chapter.

(12) ERBS. The acronym for an earthquake resistant bracing system.

(13) ERBS-Manufacturer. A person, firm or business engaged in assembly or construction of earthquake resistant bracing systems for MH-units.

(14) ERBS-Manufacturer's Installation Instructions. The specific written directions for an earthquake resistant bracing system to be installed on or under MH-units.

(f) -F-

(1) Feeder. The conductors for conveying electrical energy between any two points in the park's electrical, wiring system excluding electrical feeder assemblies.

(2) Fence. A freestanding vertical structure erected to enclose an area or act as a barrier generally constructed of posts, boards, wood, wire stakes or rails.

(3) Fire Agency. A city, county, or city and county fire department, or fire district.

(4) Fire Hydrant. A connection to a water source for the purpose of supplying water to a fire hose or other fire protection apparatus, and for the purposes of this chapter, includes a standpipe.

(5) Fire Hydrant, Private. A fire hydrant including wet standpipes owned by the park.

(6) Fire Hydrant System. All fire hydrants, water piping, pumps, tanks, and valves attached to the water system supplying the hydrants.

(7) Footing. The portion of a support, in direct contact with the ground, that distributes imposed loads to the soil.

(8) Forms

(A) Annual Permit To Operate (local enforcement agency) HCD 503B, dated 7/04.

(B) Application For Alternate Approval, HCD 511, dated 7/04.

(C) Application For Certification Of Manufactured Home Or Mobilehome Earthquake Resistant Bracing System, HCD 50 ERBSCERT, dated 7/04.

(D) Application For Permit To Construct, HCD 50, dated 7/04.

(E) Application to Install Mobilehome/Manufactured Home Earthquake Resistant Bracing System, HCD 50 ERBS, dated 7/04.

(F) Application For Permit To Operate, HCD 500, dated 7/04.

(G) Application For Standard Plan Approval, HCD 520, dated 7/04.

(H) Certificate of Occupancy, HCD 513C, dated 7/04.

(I) Floodplain Ordinance Compliance Certification For Manufactured Home/Mobilehome Installations, HCD 547, dated 7/04.

(J) Manufactured Home or Mobilehome Installation Acceptance (Local Enforcement Agency), HCD 513B, dated 7/04.

(K) Manufactured Home or Mobilehome Installation Acceptance, HCD 513A, dated 7/04.

(L) Permit To Operate (local enforcement agency) HCD 500A, dated 7/04.

(M) Plot Plan, HCD 538, dated 7/04.

(N) Private Fire Hydrant Test And Certification Report, HCD MP 532, dated 01/07.

(O) School Impact Fee Certification, HCD MP 502, dated 7/04.

(9) Foundation System. An assembly of materials designed and engineered by an architect or engineer to resist the imposition of external forces once the MH-unit or commercial modular is installed upon it. The installation on a foundation is classified as one of the following:

(A) Foundation installation - a fixture or improvement to real property, recorded with the county recorder's office, once recorded is no longer personal property, and which complies with the requirements of Health and Safety Code section 18551(a); or

(Typ. 9)

(Typ. 6)

ALL INTERIOR DOORS - SOLID CORE

1' NOMINAL (81' 8" ACTUAL +/- 2")

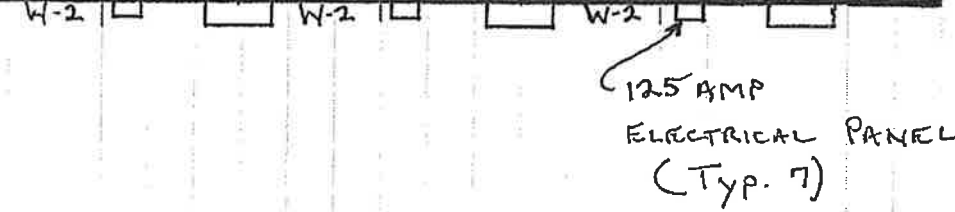
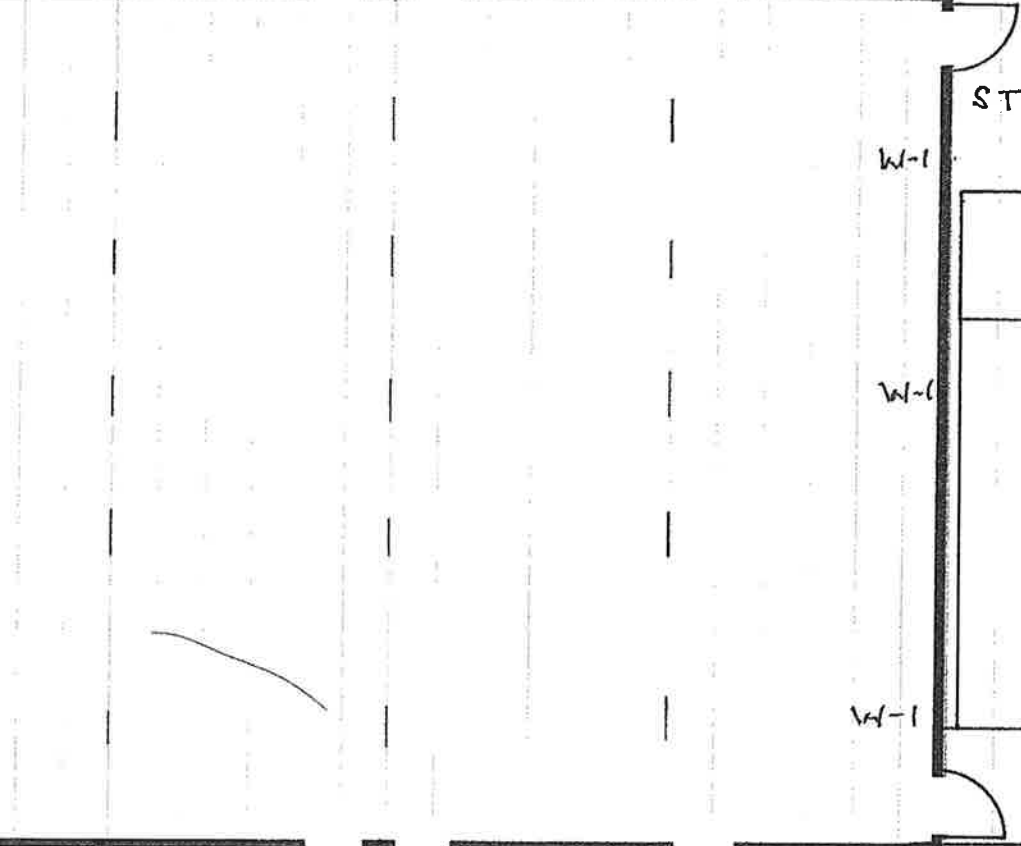
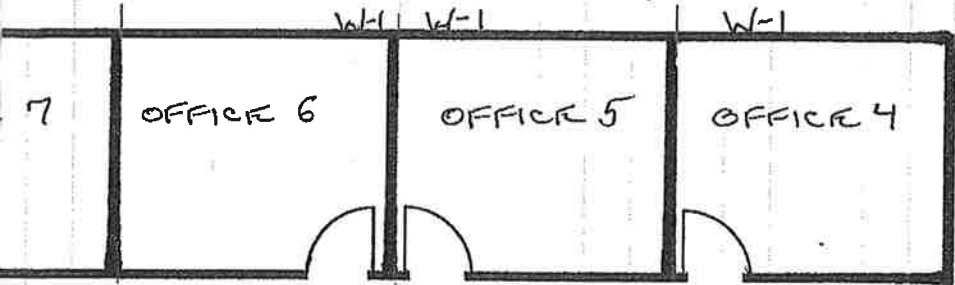
Performance Modular

9090 Union Park Way, Suite 104

Elk Grove, CA 95624

(916) 714-3501

(916) 714-3503 Fax



RAMP ↑

RETURN AIR PLENUM

JAN 28, 2016

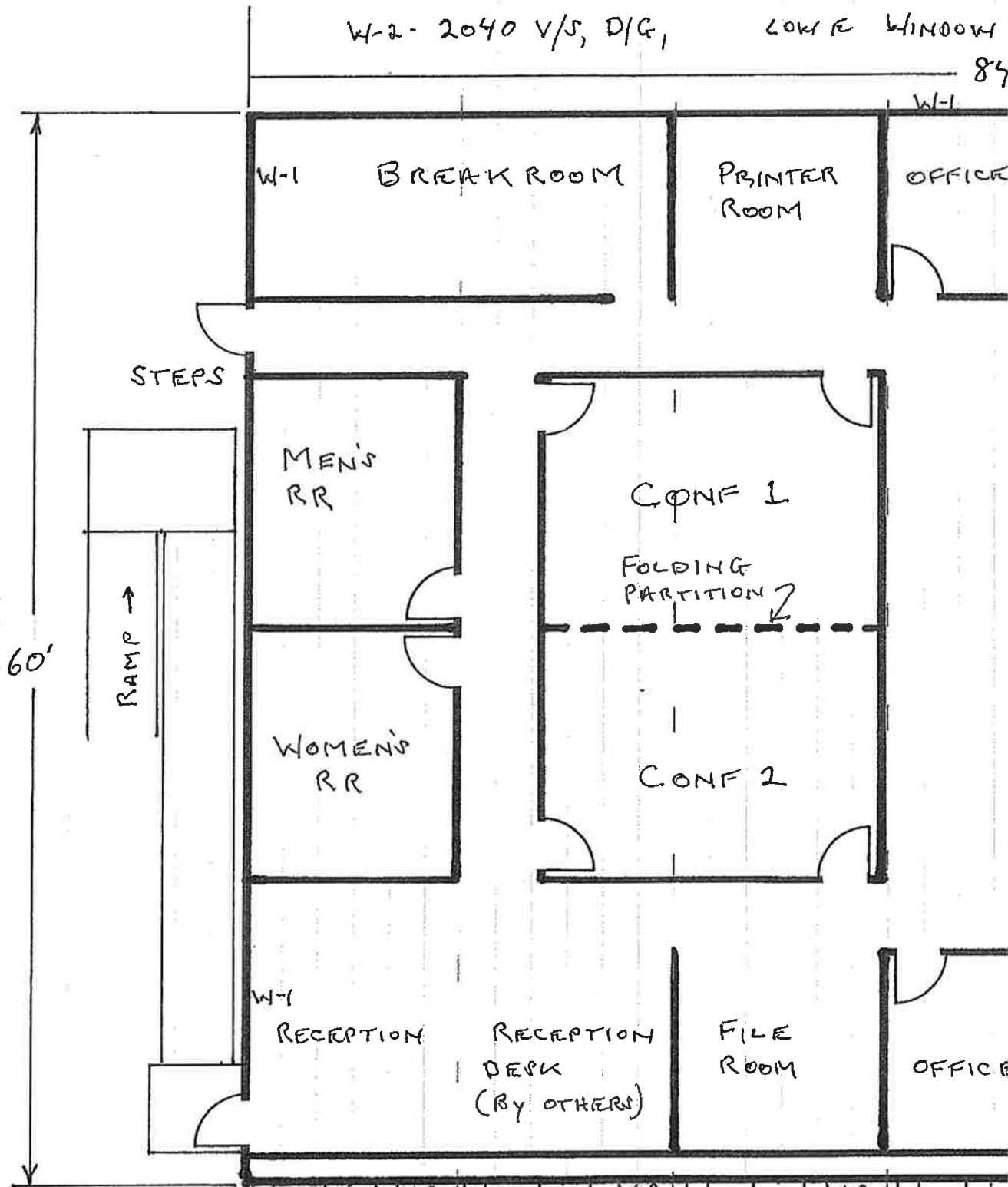
W-1 = 4030 H/S, D/G,

LOW E WINDOW

W-2 = 2040 V/S, D/G,

LOW E WINDOW

84



W-1 BREAK ROOM

PRINTER ROOM

OFFICE

STEPS

MEN'S RR

CONF 1

FOLDING PARTITION

60'

RAMP ↑

WOMEN'S RR

CONF 2

W-1 RECEPTION

RECEPTION DESK (BY OTHERS)

FILE ROOM

OFFICE

HEAT PUMP w/ HEAT STRIP (TYP. 7)

W-2

W-2

W-2



Request for Proposal

City of Fresno Southeast Surface Water Treatment Facility

**REQUEST FOR PROPOSAL
No. 001**

TO: W.M. Lyles Co. 42142 Roick Drive Temecula, CA 92590	DATE: <u>01/22/16</u>
ATTENTION: Tony Mueller	CAROLLO W.O. NO: <u>9279A.21</u>
SUBJECT: CM Complex	REFERENCE DWG: <u>N/A</u>
	REFERENCE SPEC SECTION: <u>01501</u>
	RFP NO: <u>001</u> REF DOC NO: <u>N/A</u>

Dear Tony Mueller:

Please provide a change order proposal for incorporating the following changes into the contract:

- Incorporate the attached revised layout and specifications for the Program & Construction Management Office described in Specification 01501. This facility is to be retained by the Owner following completion of the project.
- Delete one refrigerator and one microwave from section 01501,2.12. All other appliances shall be provided as specified.
- Delete the asphalt paving for the CM Complex parking lot and construct parking lot per detail M on drawing 01-C-030 without the asphalt layer.
- Delete the Temporary Field Office described in spec 01501,2.18.

Please contact us if you have questions or need additional information.

Sincerely,

CAROLLO ENGINEERS, INC.

Ben Carlisle

Enclosures: Revised Layout & Specifications

cc: Randy Hoffman

Revised Spec
01/20/2016

NOTE: Revised Layout Attached



9090 UNION PARK WAY, SUITE 104, ELK GROVE, CA 95624

(916) 714-3501 (916)

714-3503 fax

Revised

Specification Item	City of Folsom Specs But With OPTION 1 FLOORPLAN	84'	PMI Specifications- OPTION 2 FLOORPLAN
Floorplan	120' x 60' (116' 8" x 60' actual; +/- 2") NOT PER CITY FLOORPLAN	84'	120' x 60' (116' 8" x 60' actual; +/- 2") NOT PER CITY FLOORPLAN
Fire Sprinklers	Included	OK	Not included Include
Roof Top HVAC units	Included	OK	Not included Wall mounted units w/return air plenum included.
Certified Air Balance	Included	OK	No balance included Include
Title 24 Energy Calcs	Included	OK	Not included Include
2013 Energy code, Part 6, Title 24, CCR	Included	OK	Not included Include
2013 Energy Commission Bldg Energy Efficiency stds & req'ts	Included	OK	Not included Include
2013 energy code, Title 25, Article 3, Section 4369B	2013 Energy Code, Title 25, Article 3, Section 4369A included	OK	2013 Energy code, Title 25, Article 3, Section 4369B Included
Frame Type	Steel Perimeter Type Frame	OK	Steel Outrigger Type Frame with 2" x 8" Floor joists
Insulation	Floor: R-30; Walls: R-19 & Roof: R-30	OK	Floor: R-30; Walls: R-19 & Roof: R-30
Exterior wall stud size	2" x 6"	OK	2" x 6"
Floor Decking	3/4" T & G Plywood	OK	3/4" T & G Plywood
Floor Covering- Restrooms	Restrooms: Sheet vinyl w/ 6" self cove	OK	Restrooms: Sheet vinyl w/6" self Cove
Floor Covering- Janitors, kitchen, shower & Reception	1/8" VCT w/ 4" Rubber Base	OK	1/8" VCT w/ 4" rubber base in Breakroom, Reception & Tele/Data NOTE: No Showers included
Floor Covering- All other areas	Carpet- 20 oz. Direct Glue Down (Spec calls for 17 oz), Polypropylene, with 10 year standard warranty- CARPET TILE NOT PROVIDED	OK	26 oz, Direct Glue Down, Polypropylene, with 10 year standard warranty- CARPET TILE NOT PROVIDED.
Exterior Wall Finish	LP Smart Panel Siding	OK	LP Smart Panel Siding
Interior & Exterior wall finish	1/2" vinyl covered gypsum	OK	1/2" vinyl covered gypsum
Interior wall insulation	R-11 Insulation	OK	None provided Provide

Roof	2" x 6" at 24" o.c. minimum	OK	2" x 6" at 24" o.c. minimum
Roof Decking	1/2" OSB sheathing	OK	1/2" OSB sheathing
Roof Finish	.045 White EPDM		.045 White EPDM
Ceiling Tile	Armstrong "School Zone" Fine Fissured #1714	OK	Armstrong #1759A or #1755B Mineral Board #1714
Ceiling height	9' Nominal		8' Nominal
Interior wall height	Floor Deck to bottom of rafters, 2" x 4" w/1/2" raw gyp to bottom of rafters- STC 40 attempted achievement	OK	Floor deck to ceiling height- No STC 40 attempted
Interior Doors	3070 Prefinished Woodgrain Solid Core Door w/"Timely" Frame	OK	3068 Prefinished Woodgrain Hollow Core Door w/"Timely" Frame solid
Int Door Lever Hardware	Schlage Passage Lever-Grade 2, "ND" Series Kitchen, Restrooms, Conference Rooms		PMI Standard Lever Passage Locksets- "Tell" or equal
Int Door Lever Hardware Tele/Comm Rm	Schlage Storeroom Lockset-Grade 2- "NO" Series (Tele/Comm Room)		PMI Standard Lever Passage Locksets- "Tell" or equal
Int Door Lever Hardware- All others	Schlage Entry Lockset w/push button- Grade 2, "ND" series	OK	PMI Standard Lever Passage Locksets- "Tell" or equal
Int Door Closer	Yale 2701 Closer- Kitchen & Restroom	OK	PMI Std Closer Restrooms
Exterior Door	3070 18 GA. Steel Door w/ 16 GA KD Frame		3068 18 GA Steel Door w/ 16 GA KD Steel Frame- "Tell"
Exterior Door Lite Kit	24" x 24" View Lite w/Clr/Temp glass & Brz Frame- 1/4" Safety Glass	OK	12" x 12" Lite Kit- Standard
Exterior Door Panic Bar	Von Duprin 22L (Cylindrical Lock & Electric Strike)		Standard PMI Panic Bar w/ Lever Handle
Exterior Door Closure	Yale 2701 Closer-		Standard PMI Closure
Exterior Door Keys	All doors keyed alike & cut to City Std- 75 Spare Keys	OK	Standard Key quantity- 2 per door- Keyed Alike
Interior Door Keys	4 spare keys per interior door. All int doors keyed alike		2 standard keys per door, not keyed alike
Mini Blinds over View Windows	1" Horizontal Aluminum Mini Blinds	OK	Blinds not included on 12x12 lite kit
Pemko 332CR Neoprene Weatherstrip & Sound Seal	Included		Not included on standard exterior doors include
Exterior Windows-Qty per Floorplan	4030 Dual Glazed Low E Horizontal Sliding Window w/ Thermally Broken Aluminum Frame	OK	4030 Dual Glazed Low E Horizontal Sliding, White Vinyl
Window Blinds	1" Horizontal Aluminum Mini Blinds		1" Horizontal Aluminum Mini Blinds
Electrical Panel	(10) 125 amp 1 phase ext mounted w/main circuit breaker	OK	(10) 125 amp 1 phase ext mounted w/main circuit breaker
Conduit	EMT		Standard conduits
Duplex Outlet	15 amp- Standard		15 amp- Standard
GFCI	Standard GFCI Recept- 5		Standard GFCI Recept- 8

Dedicated J-Box in Rafter-Cubicles	4" x 4" J-Box w/ power- For future cubicles-20 amp- 12 each	20 amp J-Box w/power for future cubicles- 20 amp-8
Weather Proof Ext GFCI on roof	8 on roof, 14 total	5 at each wall mount HVAC unit
Floor Duplex Recept	4 total, 1 in each conf room	4 total w/ phone & Recept combo- 1 in each conf room
Switching	Included	Included
2'x4' 3-Tube T-8 w/dimming ballast	Included where near windows	Included where near windows
Ceiling Mounted Occ Sensors	Included in Restrooms	Included in restrooms
Occupancy Sensors	Included	Included
Exit Light w/ battery backup	Included	Included
Emergency Light	13 included	11 included
Ext Porch Light	LED wallpack 30W 2000lm w/photocell	Flourescent Porch Light w/Photocell
2" x 4" J-Box with conduit & pull string & 3/4" conduit to attic-for future phone- NO WIRE INCLUDED	31 included	31 Included
2" x 4" J-Box with conduit & pull string & 3/4" conduit to attic-for future fire alarm- NO WIRE, DEVICES, DESIGN OR SYSTEM.	14 Included	14 Included
4" x 4" J-Box w/Power (no device)- For future fire alarm panel-by others	Included	Included
3" conduit stub (inlet) from below floor to above ceiling in Tele/Data Rm only	None	Included
6 Hour Twist Timer	Included in Tele/Comm Room only	None provided Include
3/4" Plywood in Tele/Comm Rm	Included	None provided Include
Lighting Controls Package	Included	None provided
LMCT-100 Digital Wireless Config Tool	Included	None provided
Smoke Detectors- (hard wired w/battery backup	Included- 25	None provided Include
Heat Detectors	Included- 26	None provided Include
6"x6"x6" Tele/Data Inlet Box- Empty box only.	Included	Included
Electrical Prep for Roof Top HVAC	Included	None provided- Wall Mounted HVAC units

OK

OK

OK

PLUMBING/MECHANICAL

Handicap Flush Valve Water closet	2 included
Standard Water Closet-Non H/C	3 standard wall mount tank type
Urinal- Flush Valve, handicap	1 included
Wall mount lavatory, Handicap	4 included
Kitchen sink-Dbl, Stainless-brkrm	Included
6 gallon electric water heater	Included in cabinet in Breakroom
Instahot wate heater-dual station for restrooms	None included
Restroom Mirror	4 included
Ceiling Fan in Restrooms	300 CFM- 1 per Restroom- 2 total
Handicap Restroom signs	Included
Handicap Grab Bars	Included
Liquid Soap Dispenser	4 included- standard PMI
Floor Drain	2 included
Toilet Paper Dispenser	ADA Recessed single roll-2
Std Toilet Paper Dispenser	3 included
Paper Towel Dispenser waste receptacle (Recessed)	2 included
Metal Modesty Partitions	Included
Bobrick Coat Hooks	4 included
Frost Proof Hose Bibb	4 included
Cold Water Line in Recessed Box	1 included for future ice maker
hot/cold/air gap for future dishwasher-Dishwasher by others	1 included
Isolation Shut off Valves at each fixture	Included
Water llnes in exterior walls	Included

- 2 included
- 3 standard wall mount tank type
- 1 included
- 4 included
- Included
- Included in cabinet in Breakroom
- Included
- 4 included
- 180 CFM- 2 per restroom- 4 total
- Included
- Included
- 4 included- standard PMI
- 2 included
- ADA recessed Single Roll-2
- 3 included

- None provided-but can be added **Include**
- ok included
- None included-but can be added- **Include**
- None included-but can be added- **Include**
- None included-but can be added- **Include**
- None included-but can be added- **Include**
- None included-but can be added- **Include**
- ok water lines ran in standard locations

TEL-COMM ROOM AC

(1) 2-TON Ductless AC Unit
 Mitsubishi PKA-A24NH1A4 (BS)
 or Equal

7

Roof Top HVAC Units	(2) 3 ton, (4) 4 ton & (4) 5 ton single phase roof top heat pump units & (1) 2 ton ductless split system (dedicated for Tele/Data Room. Includes design, materials, galvanized sheet metal ducting, Color Specific air grilles, T-Stats, testing, Certified Air Balance & Report and Warranty.	(10) Standard 3 Ton Heat Pump w/ 5 KW Heat Stripwall mounted HVAC units, standard fiberglass duct work, standard ceiling mounted registers, standard T-Stats. NO AIR BALANCE INCLUDED. STANDARD HVAC DESIGN PROVIDED. DESIGNED FOR EASE OF RELOCATION AND PORTABLE USE. NOT COMPLIANT WITH TITLE 24. SEE NOTES AT BEGINNING OF THESE SPEC SECTIONS.
Casework	12' Lin Ft Plastic Laminate Base & Upper cabinets and 24" Countertop in Breakroom	Manufacturer's standard Prefinished Base & Upper Cabinets and standard Counter Top.
Semi Recessed Fire Extinguisher Cabinet with 5lb ABC Extinguisher	4 Included	None included - but can be added Include
Gutters & Downspouts	240' lin ft included	240' lin ft included
Folding Partition Walls	Not included. Not using original floorplan, using PMI Floorplan	Not included - Not using original floorplan, using PMI Floorplan Include(1)
Roof Top Mechanical Screens	NOT INCLUDED. BLOCKING PROVIDED ONLY	NOT INCLUDED. WALL MOUNT HVAC UNITS
Cubicles, paneling systems & furniture	Not included WML	Not included WML
Telephone, Security, Data, Fire Alarm, Smoke Detection, Intrusion System, PA System, UPS System	Not included WML	Not included WML
Appliances, Office Equipment, or any other furniture	Not included WML	Not included WML
Collection of Storm water from roof or PMI provided gutters and downspouts.	Not included WML	Not included WML
Utility connections to PMI subpanels (10). Site power.	Not included WML	Not included WML
Plumbing Manifold, or "tree" bringing sewer stubouts under the modular bldg to a single point connection. And, connection of the sewer to the site sewer. Site Sewer to the manifold	Not included WML	Not included WML

- 2.11 Data & Telecom : as specified
- 2.12 Appliances : as specified
- 2.16 Security & Alarms : as specified
- 2.17 Safety Equip : as specified
- 2.19.D Parking Area Lighting : as specified
- 2.21 Services: as specified

Chlorination of domestic water to the modular building, nor of the modular building water lines	Not included WML	Not included WML
Parking Lot lighting	Not included	Not included Include off Bldg as Specified
Site grounding of modular bldg	Not included	Not included Include
Aerial wireless Access Point Drops	Not included WML	Not included WML) Include
Decks, Ramps & Steps	Not included but priced as an option. Option price is based upon the PMI drawing only. WML	Not included but priced as an option) Option price is based upon the PMI drawing only. WML
Canopies	Not included WML	Not included WML
Safety Equipment- Section 2.17	Not included WML	Not included WML
Temporary Field Office-Section 2.18	Not included	ck Not included WML (agg. base)
Parking Areas- Section 2.18	Not included WML (agg. base)	Not included WML (agg. base)
Sound Requirements of Modular Building	Attempted to achieve certain sound ratings but cannot guarantee without more specific information	ok None included- but can be added
Dumpster, temp toilets, temp power	Not included	ok Not included
Hose Rack	Not included WML	Not included WML
Buy Back Option	NOT AVAILABLE WITH ROOF TOP HVAC UNITS	Available on this Option 2 Floorplan & Spec only.

OTHER :

Section

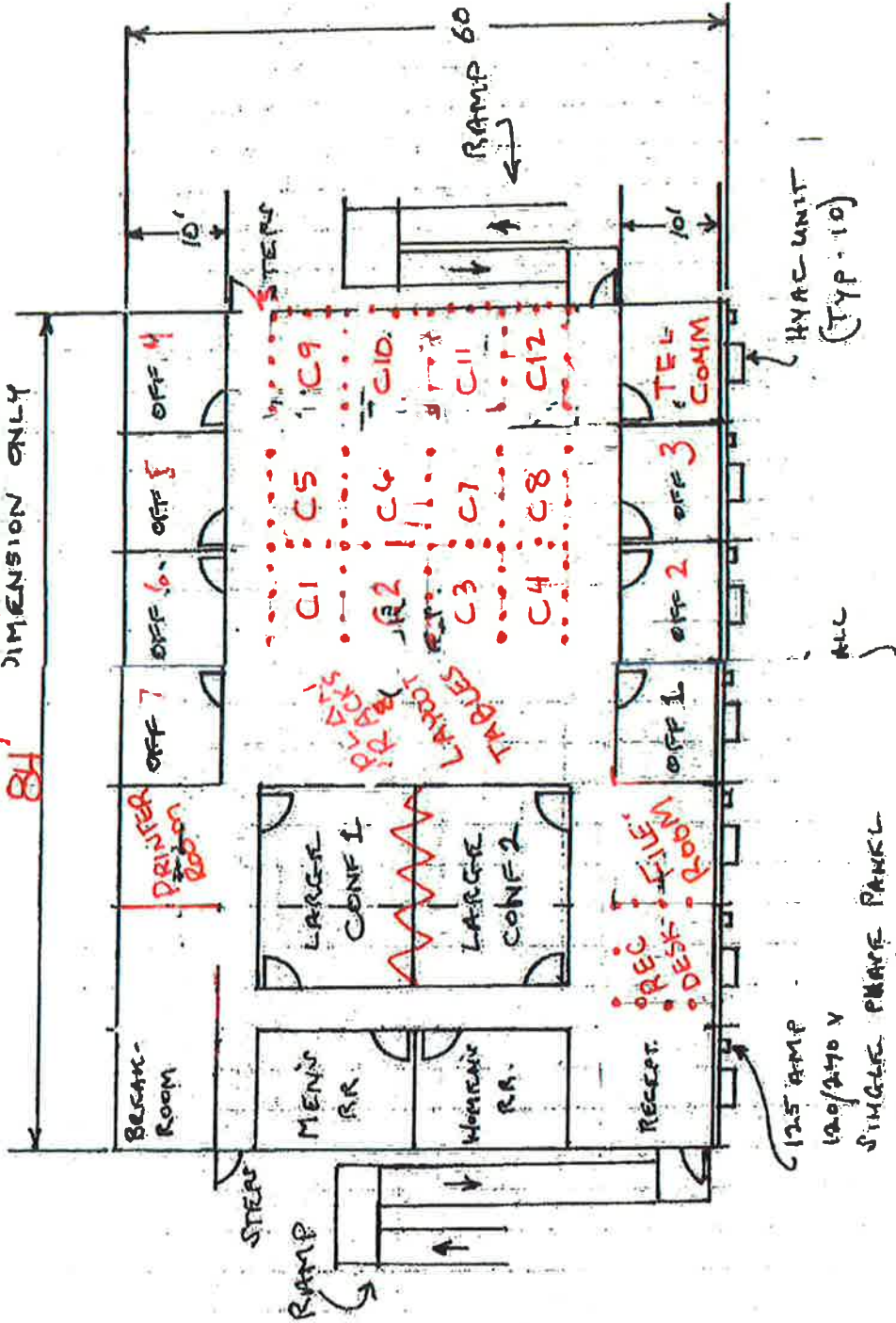
2.02 Provisions for wind & Earthquake stabilization

2.06 Furnishings : 7 offices per spec (desks & chairs)
 12 cubicles (53" x 8' x 8') w/ L-shape (desks & chairs)
 1 receptionist space per spec (desk & chair)
 Plan Table (1) 36 x 96
 Side chairs - (7) offices, (8) Kitchen, (4) Reception
 Conference Table (2) 42 x 96
 Conference Chairs (24)
 Squ Dining Tables (4) 42 x 42 (2 in Printer Rooms)
 File Cabinets (8) 18 x 30 x 52
 Book cases (6) 12lf
 Supply Cabinets (3)
 Plan Racks (2)
 Dry Erase Bds - as specified
 Cork Bulletin Bds (2)

6-6

(continued at top) ↗

84' NOMINAL DIMENSION ONLY



Performance Modular
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REVISED LAYOUT
 by
 Cof
 01/20/2016

Supplemental Work (Added to Division II General Conditions)

This item is provided to account for Supplemental Work which may be required due to differing job site conditions not provided for on the Plans or in these Specifications and other unforeseen work which the Construction Manager determines is necessary to allow for the work required by the Contract Documents to proceed as intended without interruption. This item will be used only for this purpose.

A \$1,000,000 amount will be established as an estimated allowance set aside by the City and shall be included as a line item in the Contractor's Schedule of Values.

1. Supplemental Work shall be performed only upon direct written authorization from the Construction Manager, and shall be performed in accordance with the provisions of City of Fresno Standard Specifications (July 2014 edition) Section 3 and Contract Documents Division IV SPECIAL CONDITIONS TO THE SPECIFICATIONS, Section 102 CHANGES IN WORK.
2. The Contractor will be paid only for the value of completed Supplemental Work which has been authorized in writing by the Construction Manager. The value of the completed Supplemental Work will be determined in accordance with the provisions of City of Fresno Standard Specifications (July 2014 edition) Section 3 and Contract Documents Division IV SPECIAL CONDITIONS TO THE SPECIFICATIONS, Section 102 CHANGES IN WORK.
3. The sum total value of work, which the Construction Manager may authorize under this item, may be less than \$1,000,000, and it could be that no Supplemental Work will be authorized at all. Accordingly, payments to the Contractor for Supplemental Work will likely differ substantially from the estimated \$1,000,000 allowance. If no Supplemental Work is authorized or if no authorized Supplemental Work is performed, then no payments will be made to the Contractor under this line item and the Contract Price will be reduced by the full amount of the item for Supplemental Work. The value of Supplemental Work cannot exceed the amount shown. Additional work that requires compensation exceeding this allowance shall be subject to approval by the contract change order procedures of this Contract.
4. The Contractor shall have no claim for anticipated overhead or profit should the Construction Manager fail to authorize any Supplemental Work, or should the value of authorized Supplemental Work be less than anticipated by the Contractor.

**SECTION 01150
VALUE ENGINEERING CHANGE PROPOSAL**

PART 1. GENERAL.

1.01 SUMMARY

- A. The Contractor is encouraged and authorized to voluntarily develop, prepare, and submit in writing engineering change proposals for modifying the Plans, Specifications or other requirements of the Contract Documents for the sole purpose of reducing the total cost of construction. The Contractor shall receive extra compensation for the cost reduction changes in the Plans and Specifications for the Project realized from accepted change proposals submitted by the Contractor, in accordance with this specification.

1.02 DEFINITIONS.

- A. "Value Engineering Change Proposal (VECP)" means a change proposal that:
1. Requires a change to the Contract Documents, to implement; and
 2. Results in reducing the Contract Price without impairing the essential functions, characteristics, or quality of the Project including but not limited to water treatment effectiveness, service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards; and
 3. Is not based solely upon a change in specified quantities.
- B. "Contractor's development and implementation costs" as used in this specification, means those costs the Contractor (including Subcontractor or Supplier as applicable) incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by the Owner's acceptance of a VECP.
- C. "Owner's assessment and implementation costs" as used in this specification, means those Owner costs (including Engineer, Construction Manager, Program Manager, etc.) that result directly from assessing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term includes Owner's costs of investigating and analyzing a VECP submitted by the Contractor, including any portion thereof paid by the Contractor pursuant to paragraph 2.03.B. The term does not include the normal administrative costs of processing VECP related change orders and payments.
- D. "Gross Contract Savings," as used in this specification, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP without consideration of the allowable Contractor development and implementation costs and Owner assessment and implementation costs.
- E. "Net Contract Savings," as used in this specification, means the total Gross Contract Savings minus the allowable Contractor development and implementation costs and Owner assessment and implementation costs.
- F. "Potential Net Cost Savings" as used in this specification, means the estimated gross cost savings in the Preproposal Phase plus a total allowance of 20% to cover the potential Contractor and Owner costs.

PART 2. VECP PREPARATION, REVIEW, AND IMPLEMENTATION

2.01 PREPROPOSAL SCREENING MEETING

- A. Upon request by Contractor a preproposal screening meeting will be scheduled for Contractor to present anticipated proposal(s) with a preliminary summary of impacts (e.g. potential net cost savings, sketches or red-lined drawing sheets, copies of published catalogue literature, probable time constraints, etc.). The Contractor shall also provide an estimate of time for preparation of the VECP and a description of the impact of preparation time on the project Critical Path.
- B. The Contractor, Engineer, Owner and, if applicable, Subcontractor or Supplier will be present at

meeting.

- C. The Owner will provide a preliminary opinion as to the merits for proceeding with development of a VECP proposal during the meeting. The Engineer will issue a final direction to proceed or not to proceed with developing a VECP within 5 working days after the meeting. Contractor shall not assume that direction to proceed with developing a VECP constitutes the Owner's final acceptance of the VECP.
- D. The Owner may agree to a limited Contract time extension for VECP preparation, review, and implementation if the Project's Critical Path is impacted by these activities. A Time Impact Assessment may be required from the Contractor to support a time extension.
- E. The Engineer's direction to proceed with developing a VECP will confirm minimum technical content requirements to be submitted by Contractor with the intent to minimize proposal resubmittals.
- F. Within 2 working days after receiving a direction to proceed, the Contractor will provide the Engineer with an estimated submission date for the complete VECP to allow the Engineer and Owner time to schedule their review efforts.
- G. The Engineer will maintain a log of all VECP's brought to the preproposal screening meetings to track and document the disposition, critical milestones, and status. The attached Construction VE Change Proposal Log will be used.
- H. Any VECP received by the Engineer or Owner that has not been introduced in a preproposal screening meeting may be rejected without review.

2.02 VECP PREPARATION

- A. The Contractor shall include in each VECP sufficient information to allow the Owner to make an informed assessment and decision. The VECP shall include, at a minimum, the following:
 - 1. A description of the difference between the existing Contract requirement and the VECP, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the anticipated effect of the change on the end item's performance.
 - 2. A list and analysis of the Contract requirements that must be changed if the VECP is accepted, including any suggested Specification revisions.
 - 3. The Gross Contract Savings supported by separate, detailed cost estimates for (a) the affected portions of the existing Contract requirement and (b) the VECP. Include the basis of the estimate, dated vendor quotations, breakdown of Subcontractor quotations, and identify all contingencies and allowances. The Schedule of Values prepared for progress payment purposes is not sufficient for documenting (a).
 - 4. A detailed estimate of the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts. Generally, the Contractor's development and implementation costs should not exceed 10% of the Gross Contract Savings.
 - 5. A prediction of any effects the proposed change would have on collateral costs to Owner.
 - 6. A statement of the time by which a Contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the Contract completion time or delivery schedule.
 - 7. A statement of the time by which a Contract modification accepting the VECP must be issued before the VECP is invalid.
 - 8. Identification of any previous submissions and/or implementations of the VECP on similar projects with other Owners including contact details for referrals.
 - 9. Identify impacts of the VECP on the Project Critical Path and propose revisions to project construction schedule, if any.
- B. The Contractor shall submit the complete VECP to the Engineer through the normal Submittal process.

- C. The Contractor may restrict the Owner's right to use any part of a VECP or the supporting data by affixing the following statement on the affected parts:
 - 1. These data, furnished under Specification Section 01150 Value Engineering Change Proposal shall not be disclosed outside the Owner's organization or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted for the City of Fresno Southeast Water Treatment Facility. This restriction does not limit Owner's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.
- D. If a VECP is accepted for implementation by the Contractor and the Owner, the Contractor thereby grants the Owner unlimited rights in the VECP and supporting data for use on any current and future Owner projects, except that, with respect to data qualifying and submitted as limited rights technical data, Owner shall have the rights specified in the Contract modification implementing the VECP and shall appropriately mark the data.

2.03 VECP REVIEW

- A. Within 5 working days of receiving the VECP, the Engineer will provide the Contractor with a review schedule and anticipated decision date.
- B. The Owner reserves the right, when it deems such action appropriate, to require the Contractor to pay all or a portion of the Owner's estimated assessment and implementation costs as a condition of considering a VECP. Where such condition is imposed, the Contractor shall indicate acceptance thereof in writing, and that acceptance shall constitute full authority for the Owner to deduct reasonable, documented amounts from monthly progress payments that may become due to the Contractor under the Contract.
- C. The Engineer will notify the Contractor of the VECP review status at the end of each week during the review period. If additional time is required, the Engineer will notify the Contractor prior to the anticipated decision date and provide the reason for the delay and a revised anticipated decision date.
- D. The Engineer and Owner will process each VECP expeditiously. If an executed Change Order or a Notice to Proceed with the change has not been issued by Owner, by the date upon which the Contractor's VECP specifies that a decision thereon should be made, or such other date as the Contractor as may subsequently have specified in writing, the VECP shall be deemed rejected.
- E. If the VECP is not accepted, the Engineer will notify the Contractor in writing, explaining the reasons for rejection.
- F. The Owner is not responsible for any "lost opportunity" benefits (e.g. time, cost, etc.) to the Contractor if the VECP is rejected by any means and for any reason.
- G. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the OWNER. If the Contractor withdraws a VECP during the Owner's review, the Contractor shall reimburse the Owner for accrued Owner's assessment and implementation costs.
- H. The Owner will not reimburse the Contractor for any Contractor's development and implementation costs if the VECP is rejected by the Owner or withdrawn by the Contractor.

2.04 VECP ACCEPTANCE AND IMPLEMENTATION

- A. The decision to accept or reject a VECP is a unilateral decision made solely at the discretion of Owner.
- B. If a VECP is accepted by the Owner, the Engineer will notify the Contractor and a Change Order will be issued to incorporate the VECP into the Contract. The Change Order will include all contract modifications necessary to permit the VECP to be put into effect, and shall include any conditions upon which Owner's approval is based.
- C. The Owner may issue a Notice to Proceed with the VECP Change Order if the implementation needs to be started before the Change Order can be formally processed.

- D. The Owner may also issue a Notice to Proceed with the VECP prior to issuing Change Order if the VECP work needs to be implemented before an agreement on price reduction has been reached. The Notice to Proceed may be partial if certain aspects of the VECP need to be expedited such as ordering or cancelling equipment orders, cancelling scheduled excavation, etc.
- E. Until a Notice to Proceed with the VECP is issued or a Contract modification applies a VECP to this Contract, the Contractor shall perform in accordance with the existing Contract Documents.
- F. The Change Order will include the following line items:
 - 1. The Owner's share of the Net Contract Savings for the VECP to be deducted from the Contract lump sum price. See 3.01.A for definition of Owner's share.
 - 2. The Owner's assessment and implementation costs (minus any sums previously paid by the Contractor under the terms of 2.03.B) to be deducted from the Contract lump sum price.
 - 3. A reduction of Contract Time as defined under the terms of 3.04.
- G. Acceptance of the VECP and performance of the Work thereunder shall not extend the Contract time of completion unless specifically provided for in the Change Order authorizing the VECP.
- H. The amount specified to be paid to the Contractor in the VECP Change Order shall constitute full compensation to the Contractor for implementing the VECP. This shall include any actual, consequential or other foreseeable or unforeseeable costs not already accounted for in the Contractor's development and implementation costs that the Contractor incurs in the course of performing the Work defined by the VECP. This shall also include damages arising from or relating to unknown or differing site conditions, delays arising from the VECP Work, escalation of construction costs, unanticipated construction costs, disputes with subcontractors and vendors, etc.

PART 3. NET CONTRACT SAVINGS SHARING

3.01 If the VECP is accepted by the Owner, the Net Contract Savings will be shared as follows:

- A. The Owner shall receive a Contract price reduction of fifty percent (50%) of the Net Contract Savings.

3.02 Subcontractors and Vendors are excluded from directly sharing the Net Contract Savings, however the Contractor may choose to apportion part of their share to any Subcontractor or Vendor provided that these payments shall not reduce OWNER's share of the Net Contact Savings.

3.03 If the Owner does not accept and receive all items on which it paid the Contractor's share, the Contractor shall reimburse Owner for the proportionate share of these payments.

3.04 If an accepted VECP includes a net reduction in Contract Time of greater than one (1) calendar day, the reduced time will be shared in the same ratio as item 3.01 above with a net result of 50% of the reduced time deducted from the Contract Time.

PART 4. PAYMENT

4.01 Payment for each VECP will be made as follows:

- A. The Owner's share of the Net Contract Savings for the VECP will be deducted from the amount earned on a percentage basis as the related work is completed so that when the related work is 100% complete, the Owner's share of the Net Contract Savings will be 100% deducted from the amount earned.
- B. The Owner's assessment and implementation costs will be deducted from the amount earned on the next monthly progress payment following approval of the Change Order.

