SECTION 005213
AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____ by and between City of Manteca, hereinafter called the "City," and Diede Construction, Inc. hereinafter called the "Contractor."

W I T N E S S E T H:

Article 1. WORK

WHEREAS, the City has caused the contract documents to be prepared comprised of bidding and contract requirements and technical specifications and plans for the construction of the **WQCF Breakroom & Operator Control Room Remodel** as described therein, and

WHEREAS, the Contractor has offered to perform the proposed work in accordance with the terms of the contract documents for the sum of **$1,909,000** subject to additions and deductions provided therein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties herein contained and to be performed, the Contractor hereby agrees to complete the work at the total bid and on the terms and conditions herein contained, and the City agrees to pay the Contractor as provided herein for the fulfillment of the work and the performance of the covenants set forth herein.

The further terms, conditions, and covenants of the Contract are set forth in the contract documents, each of which is by this reference made a part hereof.

Article 2. ENGINEER

The Project has been designed by the City who is hereinafter called Engineer and who is to act as the Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the contract documents in connection with completion of the Work in accordance with the contract documents.

Article 3. CONTRACT TIMES

3.1. **The Work shall be Substantially Complete within 210 Calendar Days and all remaining items and final completion of the contract work shall be Final Complete in 240 calendar days** from the date specified in the Notice to Proceed. All periods shall begin after the date when the contract times commence to run as provided in Section 2.03 of Section 007200 “The Standard General Conditions of the Construction Contract”, and ready for final payment in accordance with Paragraph 14.07B of 007200 “The Standard General Conditions of the Construction Contract”.

3.2. Liquidated Damages. The Owner and Contractor recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed

within the times specified in Paragraph 3.1. above, plus any extensions thereof allowed in accordance with Article 12 of Section 007200 “The Standard General Conditions of the Construction Contract”. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), the Contractor shall pay the Owner **$500** for each day that expires after the times specified in Paragraph 3.1 or any proper extension thereof granted by the Owner for **Substantial Completion** of the Work. If the Contractor shall neglect, refuse or fail to complete the remaining Work within the time specified in Paragraph 3.1. for **Final Completion** and any proper extension thereof granted by the Owner, the Contractor shall pay the Owner **$250** for each day that expires after the time specified in Paragraph 3.1. for **Final Completion** and readiness for final payment.

Article 4. PAYMENT PROCEDURES

The Contractor shall submit Applications for Payment in accordance with Article 14 of Section 007200 “The Standard General Conditions of the Construction Contract”. Applications for Payment will be processed by Construction Manager as provided in the Standard General Conditions of the Construction Contract.

Article 5. INTEREST

Payment of interest shall be as provided in Section 007200 “The Standard General Conditions of the Construction Contract”.

Article 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the Owner to enter into this Agreement, the Contractor makes the following representations:

6.1. The Contractor has thoroughly examined and carefully studied the contract documents (including the Addenda listed in Paragraph 8.) and the other related data identified in the Bidding Documents including "technical data."

6.2. The Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

6.3. The Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

6.4. The Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in paragraph4.02A of Section 007200 “The Standard General Conditions of the Construction Contract”.

The Contractor accepts the determination of the extent of the "technical data" contained in such reports and drawings upon which the Contractor is entitled to rely as provided in Paragraph 4.02A of Section 007200 “The Standard General Conditions of the Construction Contract”.

The Contractor acknowledges that such reports and drawings are not contract documents and may not be complete for the Contractor's purposes.

The Contractor acknowledges that the Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the contract documents with respect to Underground Facilities at or contiguous to the site.

The Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by the Contractor and safety precautions and programs incident thereto.

The Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the contract times and in accordance with the other terms and conditions of the contract documents.

6.5. The Contractor is aware of the general nature of work to be performed by the Owner and others at the site that relates to the Work as indicated in the contract documents.

6.6. The Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the site, reports and drawings identified in the contract documents and all additional examinations, investigations, explorations, tests, studies and data with the contract documents.

6.7. The Contractor has given the Owner or Engineer written notice of all conflicts, errors, ambiguities or discrepancies in the contract documents and the written resolution thereof by Engineer through issued addendum or addenda is acceptable to the Contractor, and the contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work. When said conflicts, etc., have not been resolved through interpretation or clarification by the Owner, because of insufficient time or otherwise, The Contractor has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost; and said greater cost is included in the Contract Price.

Article 7. CONTRACT DOCUMENTS

The contract documents which comprise the entire agreement between the Owner and Contractor concerning the Work consist of the following:

7.1. This Agreement.

7.2. Exhibits to this Agreement.

7.3. Performance, Payment, and other Bonds.

7.4. Notice to Proceed.

7.5. Standard General Conditions of the Construction Contract.

7.6. Supplementary Conditions.

7.7. Specifications bearing the title **WQCF Breakroom & Operator Control Room Remodel** as listed in table of contents thereof.

7.8. Drawings bearing the title **WQCF Breakroom & Operator Control Room Remodel** consisting of a cover sheet and sheets as listed in table of contents thereof.

7.9. Addenda numbers 1 to 4 marked Exhibit **A**.

7.10. Bid Period Questions and Answers (Part of Addenda 2 and 4).

7.11. Contractor's Bid (pages 1 to 34, inclusive) marked Exhibit **B**.

7.12. Documentation submitted by the Contractor prior to Notice of Award, inclusive.

7.13. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached thereto:

7.14. All written amendments and other documents amending, modifying or supplementing the contract documents pursuant to Paragraph 3.04 of Section 07200 “The Standard General Conditions of the Construction Contract”.

There are no contract documents other than those listed above in this Article 7. The contract documents may only be amended, modified or supplemented as provided in Paragraph 3.04 of Section 07200 “The Standard General Conditions of the Construction Contract”.

Article 8. MISCELLANEOUS

8.1. Terms used in this Agreement which are defined in Article 1 of Section 07200 "The Standard General Conditions of the Construction Contract" will have the meanings indicated in the Standard General Conditions of the Construction Contract.

8.2. No assignment by a party hereto of any rights under or interests in the contract documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the contract documents.

8.3. The Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the contract documents.

8.4. Any provision or part of the contract documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The Owner and Contractor, who agree that the contract documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, this agreement has been executed on this _____ day of _____, 20_____.

_____
Name of Contractor

_____
Signature of Contractor

_____
Title of Signator

_____
Address

_____
Phone Number

_____
Contractor's License No.

CITY OF MANTECA

_____
Toni Lundgren, City Manager

ATTEST

_____
Cassandra Candini-Tilton, City Clerk

_____
Date

COUNTERSIGNED:

_____
Matthew Boring, Acting Finance Director

_____
Date

COUNTERSIGNED:

_____
Stephanie Van Steyn, Human Resources Director

_____
Date

APPROVED AS TO FORM

_____
Riana Daniel, Assistant City Attorney

_____
Date

END OF SECTION

CITY OF MANTECA
WQCF BREAKROOM AND OPERATOR CONTROL ROOM REMODEL
CIP NO. 24047

ADDENDUM 1
DATED: August 28, 2025

This addendum forms part of the Contract Documents and modifies the original Plans and Specifications. **Bidders shall acknowledge receipt of this Addendum by signing the attached acknowledgement and including the Acknowledgement in their bid proposal.** Failure to include the Acknowledgement with their bid may subject the bidder to disqualification.

GENERAL:

The following changes, deletions, and additions shall be made to the following documents, as noted, and shall take precedence over the original Contract Documents. All other requirements remain the same.

Item	Drawing/Specification	Description
001116 – Invitation to Bid		*Revised Specifications Section 001116 Invitation to Bid:* *Delete:* Invitation to Bid *Replace with (Attachment 1):* Revised – Invitation to Bid
Asbestos Testing Results		The existing breakroom's walls, floor and ceiling were tested for asbestos. All tests came back negative for asbestos. See Attachment 1, Bovee Environmental Management Report.

CITY OF MANTECA
WQCF BREAKROOM AND OPERATOR CONTROL ROOM REMODEL
CIP NO. 24047

ADDENDUM 1
DATED: August 28, 2025

ATTACHMENT 1

Specifications (Replacement)

1. Section 001116 - INVITATION TO BID
2. Asbestos Report by Bovee Environmental Management, Inc.

SECTION 001116
INVITATION TO BID

WASTEWATER QUALITY CONTROL FACILITY (WQCF) BREAKROOM AND OPERATOR CONTROL ROOM REMODEL (ESTIMATED CONSTRUCTION COST – $2,000,000)

SEALED BIDS will be received by the City Clerk of the City of Manteca at 1001 West Center Street, Manteca, California until **3:00 p.m., September 24, 2025**, for the **Wastewater Quality Control Facility Breakroom (WQCF) and Operator Control Room Remodel.** As soon as practical thereafter, sealed bids for the project will be publicly opened and read for performing work as follows:

Furnish all labor, materials, equipment, and performing all work necessary and incidental to the construction of the project known as the **Wastewater Quality Control Facility (WQCF) Breakroom and Operator Control Room Remodel** in according to the contract documents, inclusive of the plans and specifications. The Work includes the construction and installation of the following:

> The project includes the conversion of an existing concrete building into a multipurpose break room and training room with an accessible restroom addition, as well as the renovation of an existing office area into the plant operations control room. Exterior improvements include concrete patio with a metal canopy and improvements to the accessible path of travel. A building permit for the project has finished plan check and all associated fees have been paid, the contractor is expected to sign and receive the permit.

Project shall have **Substantial Completion of items within 210 calendar days** and **Final Completion within 240 calendar days** from the date specified in the Notice to Proceed. Time for commencement and completion of the work is important. Time is of the essence in completing contract work in the specified number of calendar days.

A MANDATORY PRE-BID MEETING AND JOB WALK will be held as follows. All bidding General Contractors are encouraged to attend the following meeting. Subcontractors may also attend:

1. **DATE/TIME/LOCATION:**
   - **a.** Tuesday, August 26, 2025, at 10 a.m.
   - **b.** Tuesday, September 9, 2025, at 10 a.m.
2. Questions will not be answered during the pre-bid meetings.
3. All questions must be submitted in writing and a response will be provided to all the Contractors on the City website.
4. Unannounced site visits to Wastewater Quality Control Facility is not allowed.

a. Follow up site visits for detailed inspection of existing facilities by contractors or sub-contractors may be scheduled after the pre-bid meetings. Staff will make facilities available for inspection but will not answer contractor questions. All questions must be submitted in writing and a response will be provided to all contractors by addendum.

5. **LOCATION**: 2450 West Yosemite Avenue, Manteca, CA 95337. (Check in at the Administration Building).

    a. Please sign in at the Meeting area and receive further instructions.

BIDDERS MUST SUBMIT BIDS ON A HARD COPY OF THE BID PROPOSAL FORMS PROVIDED IN THE CONTRACT DOCUMENTS.

Project plans and specifications are posted on the City's website:

https://www.manteca.gov/departments/project-bid

Questions regarding the contract documents shall be **submitted in writing** to:

George Montross
Deputy Director of Public Works / Water Resources
City of Manteca
Public Works Department
Email: gmontross@manteca.gov

Last time and date for submission of questions will be by **2:00 p.m** on **September 11, 2025**.

The City will post all bid-related questions and answers on its web site at:

https://www.manteca.gov/departments/project-bid

Refer to this web address periodically as it will be updated with bid-related questions and answers until **2:00 p.m.** on **September 16, 2025**. The questions and answers posted at the web address above shall form part of the Contract Documents.

Bidding procedures are prescribed in the contract documents. Bids shall only be executed upon the bound bid forms provided, which are a part of said contract documents. Bid security in an amount not less than ten percent (10%) of the total bid dollar amount and conforming to the prescribed bidding procedures is required to be submitted with each bid, as a guaranty to be forfeited should the bidder, if awarded the contract, fail to enter into the same, or fails to furnish in a timely manner the bonds and/or proof of insurance.

Pursuant to the provisions of California Labor Code Section 6707, each bid submitted in response to this Invitation to Bid shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders. By listing this sum, the bidder

warrants that its actions pursuant to this bid item shall not impose tort liability on the City, the Engineer, the Construction Manager, and their employees, agents, and subconsultants.

Pursuant to Section 1770, et. seq., of the California Labor Code, the successful bidder shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations. Copies of such prevailing rate of per diem wages are on file and can be obtained from the Department of Industrial Relations.

Pursuant to Public Contract Code Section 22300, for moneys earned by the Contractor and withheld by the City of Manteca to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of said Public Contract Code Section 22300.

All bidders shall be licensed under the provisions of Chapter 9, Division 3 of the Business and Professions Code of the State of California to do the type of work contemplated in the project. In accordance with provisions of California Public Contract Code Section 3300, the City has determined that the Contractor shall possess a valid **CLASS B** License issued by the California State Contractor's Licensing Board and demonstrate adequate experience in similar projects of similar size and quantity at the time that the bid is submitted. Failure to possess the specified license shall render the bid non-responsive.

The successful bidder shall furnish a Payment bond pursuant to California Civil Code 3247 et. seq., in the amount equal to one hundred percent (100%) of the Contract price. In addition, the successful bidder shall furnish a Faithful Performance Bond, in the amount equal to one hundred percent (100%) of the Contract price. All bonds submitted shall be from admitted sureties.

Each bidder shall submit with its bid a statement setting forth its experience on the forms included in the Bid Proposal.

Telephones will not be available to bidders for the preparation of the bids or for calling in bid results. Bid forms received after the designated time will not be accepted. Bidders and their authorized agents are invited to attend the bid opening.

No bidder may withdraw its bid for ninety (90) days after the date set for the opening of bids.

The successful bidder must insure that employees and applicants for employment are not discriminated against on the basis of age, color, race, national origin, ancestry, religion, sex, sexual preference, marital status, and comply with the Americans with Disabilities Act.

The City reserves the right to reject any or all bids; to make any awards or any rejections in what it alone considers to be in the best interest of the City; and waive any irregularities in the bids.

Each bid must be signed by or on behalf of the bidder and must be enclosed in **DOUBLE SEALED ENVELOPES** with the following information on the inner envelope and outer envelope:

1. Name and address of bidder
2. Project for which the bid is being submitted
3. Date and time of bid opening

The outer envelope shall include:

1. Contractor's Bid Bond
2. Contractor's Bid Schedule
3. Sealed inner envelope

The inner envelope shall include:

1. Contractor's Bid Bond
2. Contractor's Bid Schedule
3. Sealed inner envelope

The envelope or box shall be addressed to the City of Manteca, City Clerk, 1001 West Center Street, Manteca, California 95337.

Dated: _____ City of Manteca

_____
Cassandra Candini-Tilton, City Clerk

END OF SECTION

ASBESTOS INSPECTION REPORT

AUGUST 28, 2025

BEM PROJECT NO. 25-72326

Site

Manteca Waste Water Treatment
2450 West Yosemite Avenue
Manteca, CA 95337

Prepared For

Mr. George Montross
City of Manteca
1001 West Center Street
Manteca, Ca 95337

August 28, 2025

Mr. George Montross
City of Manteca
1001 West Center Street
Manteca, Ca 95337

Mr. Montross:

Bovee Environmental Management, Inc. (BEM) is pleased to provide this Asbestos Survey Report regarding our asbestos inspection services at the Project Site summarized below.

I. PROJECT SUMMARY TABLE

PROJECT SITE NAME	PROJECT SITE LOCATION	PROJECT SITE NOTE
Manteca Waste Water Treatment	2450 West Yosemite Avenue, Manteca, CA	Renovation

INSPECTION TYPE	INSPECTED AREAS	INSPECTION DATE
Commercial Asbestos Survey	Breakroom, Utility Room, Men's Bathroom, Hall, Hall Closet, Southwest Large Room & Southeast large Room	August 27, 2025

II. INSPECTION SUMMARY

Samples of building materials considered to be *suspect asbestos containing materials** were identified and collected from the inspected renovation areas referenced above to determine their asbestos content. Samples collected from specific areas for the purpose of renovation activities are determined by the client. There maybe areas within the Subject Site that were not inspected and may contain additional suspect asbestos containing materials that were not sampled. Through proper chain-of-custody the collected samples are sent to Central Valley Laboratories for polarized light microscopy (PLM) analysis. A summary of all materials sampled and corresponding analytical results are listed below. Detailed information regarding sample number, actual sample location and analytical methods can be reviewed in attachments A and B.

SAMPLE COLLECTION SUMMARY

*See definitions on page 2.

#	MATERIAL SAMPLED	MATERIAL LOCATION	ASBESTOS	CATEGORY	SQ. FT.
72326-01	12" x 12" VFT	Breakroom; Various Floor	None Detected	-	-
72326-02	Mastic	Breakroom; Various Floor	None Detected	-	-
72326-03	12" x 12" VFT	Breakroom; Various Floor	None Detected	-	-
72326-04	Mastic	Breakroom; Various Floor	None Detected	-	-
72326-05	12" x 12" VFT	Breakroom; Various Floor & Hall; Floor	None Detected	-	-

Sample Collection Summary table continued on page 2.

#	MATERIAL SAMPLED	MATERIAL LOCATION	ASBESTOS	CATEGORY	SQ.FT.
72326-06	Mastic	Breakroom; Various Floor & Hall; Floor	None Detected	-	-
72326-07	Ceramic Tile Grout	Utility Room, Men's Bathroom & Hall Closet; Walls & Floors	None Detected	-	-
72326-08	Ceramic Tile Cement	Utility Room, Men's Bathroom & Hall Closet; Walls & Floors	None Detected	-	-
72326-09	Cove Base Mastic	Breakroom & Hall; Baseboards	None Detected	-	-
72326-10	Concrete	Southwest Large Room & Southeast Large Room; Walls	None Detected	-	-
72326-11	Surface Texture	Utility Room; Various Walls	None Detected	-	-
72326-12	Sheetrock/Joint Compound	Utility Room; Various Walls	None Detected	-	-
72326-13	Surface Texture (Paint)	Breakroom; Various Walls	None Detected	-	-
72326-14	Sheetrock/Joint Compound	Breakroom; Various Walls	None Detected	-	-
72326-15	Sheetrock/Joint Compound	Hall; Various Walls	None Detected	-	-
72326-16	Plaster	Various Walls & Ceilings Throughout	None Detected	-	-
72326-17	Plaster	Various Walls & Ceilings Throughout	None Detected	-	-
72326-18	Plaster	Various Walls & Ceilings Throughout	None Detected	-	-
72326-19	2' x 4' Ceiling Panel	Utility Room; Ceiling	None Detected	-	-

III. DEFINITIONS (*)

Suspect Asbestos Containing Material (ACM) - Local air quality management districts consider a material that is not wood, metal or glass, to be a suspect ACM. All suspect ACMs are assumed to contain asbestos until laboratory analysis confirms that a material has no asbestos content.

Category – ACM's are classified as either "friable", material that can be easily crushed or pulverized by normal hand pressure or as "non-friable", material that cannot be easily crushed or pulverized by normal hand pressure. *Friable ACMs are considered a Regulated Asbestos Containing Material (RACM) requiring Class I work practices and engineering controls. Non-friable ACMs are considered either Category I or Category II Asbestos Containing Material requiring Class II work practices and engineering controls.*

Trace - Analytical results that are equal to or less than 1.0 percent asbestos by weight, but greater than 0.1 percent. Materials with a trace amount of asbestos have to be removed as asbestos containing construction material (ACCM) according to Cal-OSHA, but can be disposed as non-ACM upon point count analyses according to federal and state EPA regulations. Materials equal to or less than 0.1 percent asbestos by weight are not regulated by Cal-OSHA or EPA.

Homogeneous – Multiple samples collected of a suspect material that is similar in general appearance and from areas that appear to have been constructed at the same time are considered homogeneous. If multiple samples are collected from a similar material within a homogeneous area and only one of the multiple samples is found to contain asbestos, regulations mandate that the entirety of that material with the homogeneous area must be considered an ACM.

VFT – Vinyl Floor Tile TBD – To be determined

IV. ASBESTOS REGULATORY STANDARDS

California Occupational Safety and Health Administration (Cal-OSHA)

- Friable and Non-Friable ACCMs containing more than 0.1 percent asbestos by weight are regulated.
- Enforces regulations pertaining to workers performing ACCM removal and workers in close proximity.
- Contractors who disturb more than 100 square feet or 160 lineal feet of ACCM must be registered by the contractor's state license board as an asbestos removal contractor.
- Contractors who disturb any amount of ACCM must ensure employee protection by providing accredited training, medical examinations, personal protective equipment and a negative exposure assessment.

United States Environmental Protection Agency (EPA)

- Friable and Non-Friable ACMs containing more than 1.0 percent asbestos by weight are regulated.
- Enforces regulations pertaining to protecting the environment, not workers.
- Abatement Contractors who disturb more than 160 square feet or 260 linear feet of ACM must comply with the National Emissions Standards for Hazardous Air Pollutants Asbestos Regulations (40 CFR 61, Subpart M) and all state and federal requirements regarding asbestos.

Local Air Quality Control Districts

- Friable and Non-Friable ACM's containing more than 1.0 percent asbestos by weight are regulated.
- Enforces regulations pertaining to local air quality; "No Visible Air Emissions".
- Require an asbestos survey prior to renovation or demolition.
- Abatement Contractors who disturb more than 160 square feet or 260 linear feet of ACM must comply with the National Emissions Standards for Hazardous Air Pollutants Asbestos Regulations (40 CFR 61, Subpart M).

V. RECOMMENDATIONS

BEM recommends compliance with all federal, state and local regulations concerning asbestos.

VI. WARRANTY

Samples of suspect asbestos containing building materials, which could be disturbed during construction activities, are collected by BEM. Site inspections and sample collection methodologies are performed to meet regulatory standards and industry protocols. BEM warrants that the findings contained herein have been promulgated in general accordance with accepted professional practices at the time of its preparation as applied by professionals in the community. There is a possibility that conditions may exist in which suspect ACM's could not be identified within the scope of the survey or were not apparent or accessible during the site visit. All scheduled work should cease and additional samples should be collected if unidentified suspect ACM's are discovered during construction activities. If roofing materials were collected for this survey, BEM is not responsible for damages caused by sampling locations or roofing warranty voids with the manufacturer.

If quantities of asbestos containing materials are stated in this report, they are supplied for budgetary and regulatory notification purposes only. They should not be relied on for abatement bidding purposes.

VII. DISCLAIMER

If asbestos containing materials were impacted and/or damaged during a fire loss, then the soft and/or porous building materials and personal contents should be removed and disposed of as Asbestos Containing Building Materials (ACBM). The hard and/or nonporous building materials and personal contents can be cleaned and decontaminated on site. The locations surrounding the damaged areas should be considered contaminated with asbestos. BEM cannot assume these other areas were not impacted with asbestos. BEM recommends to either assume the building materials and/or personal contents within these surrounding locations are contaminated with asbestos; or TEM samples can be collected within these surrounding locations to determine if the asbestos contamination migrated to these surrounding locations adjacent to the known contamination.

VIII. CERTIFICATION

Inspection services relative to the Subject Site were provided by BEM's Mr. Brett L. Bovée & Mr. Anthony J. Miller, Certified Asbestos Consultants, No. 95-1643, expiring on 03/08/2026 & Number 19-6474, expiring on 04/17/2026.

BEM looks forward to assisting you in the near future. If you have any questions regarding this report or other BEM services, please do not hesitate to call us at (209) 847-3800 or (559) 264-3800.

Regards,

Brett L. Bovée

Brett L. Bovée, CAC, CMC, CDPH
Certified Asbestos Consultant No. 95-1643

Anthony J. Miller

Anthony J. Miller, CAC, CDPH
Certified Asbestos Consultant No. 19-6474

ATTACHMENT A

BEM

SAMPLE FIELD SHEET

ATTACHMENT 2

EXHIBIT A

CHAIN OF CUSTODY

BEM
BOVEE ENVIRONMENTAL MANAGEMENT INC.
1643 3RD STREET
ESCALON, CA 95320
833-643-3800 • BEM@BOVEEINC.COM

BEM PROJECT #	25-72326	TURNAROUND TIME
SAMPLE DATE:	8-27-25	● SAME DAY ○ 24HOURS
SURVEY TYPE:	Reno	○

Project Name:	Manteca Waste Water Treatment, Commercial
Address:	2450 West Yosemite Ave, Manteca, CA 95337
Type of Loss:	ASB Reno
Areas Inspected:	Break Rm, Utility Rm, Mens bath, Hall, Hall Closet, S.W. large Rm, S.E Large Rm

Point Count Trace Results: ● YES-400 ○ YES-1000 ○ NO

Sample#	Sample Description	Surface (W C FL)	T. Time	LPM	Vol./Qua.	PLM	XRF	PCM	Mold Direct	E-COLI	TEM	AAS
72326 -01	Mat. Desc.: 12x12VFT Mat. Loc.: Break Rm; var.	○○●				●	○	○	○	○	○	○
-02	Mat. Desc.: mastic Mat. Loc.: " "	○○●				●	○	○	○	○	○	○
-03	Mat. Desc.: 12x12VFT Mat. Loc.: Break Rm; var.	○○●				●	○	○	○	○	○	○
-04	Mat. Desc.: Mastic Mat. Loc.: " "	○○●				●	○	○	○	○	○	○
-05	Mat. Desc.: 12x12VFT Mat. Loc.: Break Rm; var. & Hall	○○●				●	○	○	○	○	○	○
-06	Mat. Desc.: mastic Mat. Loc.: " "	○○●				●	○	○	○	○	○	○
-07	Mat. Desc.: C.T. grout Mat. Loc.: Utility Rm, mens bath, Hall Closet	●○●				●	○	○	○	○	○	○
-08	Mat. Desc.: C.T. Cement Mat. Loc.: " "	●○●				●	○	○	○	○	○	○
-09	Mat. Desc.: CBM Mat. Loc.: Break Rm, Hall (Baseboards)	○○○				●	○	○	○	○	○	○
-10	Mat. Desc.: Concrete Mat. Loc.: S.W. large rm, S.E. large rm	●○○				●	○	○	○	○	○	○
-11	Mat. Desc.: ST Mat. Loc.: Utility Rm; var.	●○○				●	○	○	○	○	○	○
-12	Mat. Desc.: SR/SC Mat. Loc.: " "	●○○				●	○	○	○	○	○	○
-13	Mat. Desc.: ST Mat. Loc.: Break Rm; Var.	●○○				●	○	○	○	○	○	○
-14	Mat. Desc.: SR/SC Mat. Loc.: " "	●○○				●	○	○	○	○	○	○
-15	Mat. Desc.: SR/SC Mat. Loc.: Hall; var.	●○○				●	○	○	○	○	○	○
-16	Mat. Desc.: Plaster Mat. Loc.: TRO; var.	●●○				●	○	○	○	○	○	○
-17	Mat. Desc.: Plaster Mat. Loc.: " "	●●○				●	○	○	○	○	○	○

Relinquished by:	Received by:	Relinquished by:	Received by:
J. Atwal	AF		
X John Atwal	X Ashlie Fuller	X	X
Time/Date: 8-27-25	Time/Date: 8/27/25 3:30PM	Time/Date:	Time/Date:

BEM USE ONLY: **Accept Samples** ☑ **Yes** **In.** AF **date** 8/27 Version: FCOC.03.15.22.1/1.QM

pg 1 of 2

ATTACHMENT 2
EXHIBIT A

CHAIN OF CUSTODY

1643 3RD STREET
ESCALON, CA 95320
833-643-3800 • BEM@BOVEEINC.COM

BEM PROJECT #	25-72326	TURNAROUND TIME
SAMPLE DATE:	8-27-25	● SAME DAY ○ 24HOURS
SURVEY TYPE:	Reno	○

Project Name:	Manteca Waste Water Treatment, Commercial
Address:	2450 West Yosemite Ave, Manteca, CA 95337
Type of Loss:	ASB Reno
Areas Inspected:	Break Rm, Utility Rm, Mens bath, Hall, Hall Closet, S.W. large Rm, S.E Large Rm

Point Count Trace Results: ● YES-400 ○ YES-1000 ○ NO

Sample#	Sample Description	Surface (W C FL)	T. Time	LPM	Vol./Qua.	PLM	XRF	PCM	Mold Direct	E-COLI	TEM	AAS
72326-18	Mat. Desc.: Plaster Mat. Loc.: T10; var.	● ● ○				●	○	○	○	○	○	○
-19	Mat. Desc.: 2x4 CP Mat. Loc.: Utility Rm	○ ● ○				●	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	○ ○ ○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	○ ○ ○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	○ ○ ○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	○ ○ ○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	○ ○ ○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	○ ○ ○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	○ ○ ○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	○ ○ ○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	○ ○ ○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	○ ○ ○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	○ ○ ○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	○ ○ ○				○	○	○	○	○	○	○
	Mat. Desc.: Mat. Loc.:	○ ○ ○				○	○	○	○	○	○	○

Relinquished by:	Received by:	Relinquished by:	Received by:
J. Atwal	AF		
X Jahm Atwal	X Ashlie Fuller	X	X
Time/Date: 8-27-25	Time/Date: 8/27/25 3:30PM	Time/Date:	Time/Date:

BEM USE ONLY: **Accept Samples** ☑ **Yes** **In.** AF **date** 8/27 Version: FCOC.03.15.22.1/1.QM

P9 2 of 2

ATTACHMENT B

LABORATORY ANALYTICAL REPORT

CENTRAL VALLEY LABORATORIES

Report Prepared For:
Bovee Environmental Management
1643 3rd Street
Escalon, CA 95320

Client Project: 25-72326
Report ID: AE251675

Dear Customer:

Enclosed are asbestos analysis results for PLM Bulk samples received at our laboratory on **August 27, 2025** . The samples were analyzed for asbestos using polarizing light microscopy (PLM) under EPA 600/R-93/116 and EPA – Appendix E to Subpart E of 40 CFR Part 763 Methods.

Sample results containing >1% asbestos are considered asbestos-containing materials (ACMs) per EPA regulatory requirements. The detection limit for the EPA 600 Method is <1% asbestos by weight as determined by visual estimation.

TOTAL SAMPLES ANALYZED:	19
TOTAL LAYERS ANALYZED:	29
# LAYERS >1% ASBESTOS:	0

Kind Regards,

Gary Swanson
CVL Laboratory Director

NVLAP® TESTING
NVLAP Lab Code 600260

ASBESTOS REPORT SUMMARY

By: POLARIZED LIGHT MICROSCOPY

Client Project: 25-72326 **Report ID:** AE251675

Client: Bovee Environmental Management
1643 3rd Street
Escalon, CA 95320

Methodology: EPA 600/R-93/116 and EPA – Appendix E to Subpart E of 40 CFR Part 763

Client ID	Layer	Lab ID	Color	Sample Description	% Asbestos
72326-01	1	AE2514021	Off White	12X12 Vinyl Floor Tile	None Detected
72326-02	1	AE2514022	Yellow	Mastic	None Detected
	2		Gray	Flooring Material	None Detected
72326-03	1	AE2514023	Off White	12X12 Vinyl Floor Tile	None Detected
72326-04	1	AE2514024	Yellow	Mastic	None Detected
	2		Gray	Flooring Material	None Detected
72326-05	1	AE2514025	Marbled Gray/Black	12X12 Vinyl Floor Tile	None Detected
72326-06	1	AE2514026	Yellow	Mastic	None Detected
72326-07	1	AE2514027	Gray	Ceramic Tile Grout	None Detected
72326-08	1	AE2514028	Gray	Ceramic Tile Cement	None Detected
72326-09	1	AE2514029	Brown	Cove Base Mastic	None Detected
72326-10	1	AE2514030	Gray	Concrete	None Detected
72326-11	1	AE2514031	White	Surface Texture	None Detected
72326-12	1	AE2514032	Brown; White	Sheetrock	None Detected
72326-13	1	AE2514033	Off White	Surface Texture (Paint)	None Detected

ASBESTOS REPORT SUMMARY

By: POLARIZED LIGHT MICROSCOPY

Client Project: 25-72326 **Report ID:** AE251675

Client: Bovee Environmental Management
1643 3rd Street
Escalon, CA 95320

Methodology: EPA 600/R-93/116 and EPA – Appendix E to Subpart E of 40 CFR Part 763

Client ID	Layer	Lab ID	Color	Sample Description	% Asbestos
72326-14	1	AE2514034	Brown;White	Sheetrock	None Detected
	2		White	Joint Compound	None Detected
	3		Brown;White	Sheetrock, Joint Compound Composite	None Detected
72326-15	1	AE2514035	Brown;White	Sheetrock	None Detected
	2		White	Joint Compound	None Detected
	3		Brown;White	Sheetrock, Joint Compound Composite	None Detected
72326-16	1	AE2514036	White	Plaster Skim Coat	None Detected
	2		Off White	Plaster Base Coat	None Detected
72326-17	1	AE2514037	White	Plaster Skim Coat	None Detected
	2		Off White	Plaster Base Coat	None Detected
	3		Gray	Plaster Base Coat	None Detected
72326-18	1	AE2514038	Off White;White	Plaster Skim Coat	None Detected
	2		Off White	Plaster Base Coat	None Detected
72326-19	1	AE2514039	White;Gray	2x4 Ceiling Panel	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZED LIGHT MICROSCOPY

CENTRAL VALLEY LABORATORIES

Client: Bovee Environmental Management
1643 3rd Street
Escalon, CA 95320

Report ID: AE251675
Received: 08/27/2025
Analyzed: 08/27/2025
Reported: 08/28/2025

Client Project: 25-72326

Methodology: EPA 600/R-93/116 and EPA – Appendix E to Subpart E of 40 CFR Part 763

Client ID Sample ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
72326-01 AE2514021	12X12 Vinyl Floor Tile	Off White Heterogeneous Non-Fibrous Tightly Bound			Vermiculite Calcium Carbonate Silicates	60% 30% 10%	None Detected
72326-02 AE2514022	LAYER 1 Mastic	Yellow Homogeneous Non-Fibrous Bound	Cellulose Fiber	2%	Mastic	98%	None Detected
	LAYER 2 Flooring Material	Gray Homogeneous Non-Fibrous Bound			Binder/Filler Silicates	60% 40%	None Detected
72326-03 AE2514023	12X12 Vinyl Floor Tile	Off White Heterogeneous Non-Fibrous Tightly Bound			Vermiculite Calcium Carbonate Silicates	60% 30% 10%	None Detected
72326-04 AE2514024	LAYER 1 Mastic	Yellow Homogeneous Non-Fibrous Bound	Cellulose Fiber	2%	Mastic	98%	None Detected
	LAYER 2 Flooring Material	Gray Homogeneous Non-Fibrous Bound			Binder/Filler Silicates	60% 40%	None Detected
72326-05 AE2514025	12X12 Vinyl Floor Tile	Marbled Gray/Black Heterogeneous Non-Fibrous Tightly Bound			Vermiculite Calcium Carbonate Silicates	60% 30% 10%	None Detected
72326-06 AE2514026	Mastic	Yellow Homogeneous Non-Fibrous Bound	Cellulose Fiber	2%	Mastic	98%	None Detected
72326-07 AE2514027	Ceramic Tile Grout	Gray Homogeneous Non-Fibrous Bound	Cellulose Fiber	<1%	Silicates Binder/Filler Mica	65% 35% <1	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZED LIGHT MICROSCOPY

CENTRAL VALLEY LABORATORIES

Report ID: AE251675
Received: 08/27/2025
Analyzed: 08/27/2025
Reported: 08/28/2025

Client: Bovee Environmental Management
1643 3rd Street
Escalon, CA 95320

Client Project: 25-72326

Methodology: EPA 600/R-93/116 and EPA – Appendix E to Subpart E of 40 CFR Part 763

Client ID Sample ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
72326-08 AE2514028	Ceramic Tile Cement	Gray Homogeneous Non-Fibrous Tightly Bound			Silicates Binder/Filler	70% 30%	None Detected
72326-09 AE2514029	Cove Base Mastic	Brown Homogeneous Non-Fibrous Bound			Mastic	100%	None Detected
72326-10 AE2514030	Concrete	Gray Homogeneous Non-Fibrous Tightly Bound			Silicates Gravel Binder/Filler	30% 30% 40%	None Detected
72326-11 AE2514031	Surface Texture	White Heterogeneous Non-Fibrous Bound			Paint Calcium Carbonate	90% 10%	None Detected
72326-12 AE2514032	Sheetrock	Brown; White Heterogeneous Fibrous Bound	Cellulose Fiber	15%	Gypsum	85%	None Detected
Sheetrock Only; No Joint Compound Present							
72326-13 AE2514033	Surface Texture (Paint)	Off White Homogeneous Non-Fibrous Bound			Paint	100%	None Detected
Paint Only; No Surface Texture Present							

ASBESTOS BULK ANALYSIS

By: POLARIZED LIGHT MICROSCOPY

CENTRAL VALLEY LABORATORIES

Client: Bovee Environmental Management
1643 3rd Street
Escalon, CA 95320

Report ID: AE251675
Received: 08/27/2025
Analyzed: 08/27/2025
Reported: 08/28/2025

Client Project: 25-72326

Methodology: EPA 600/R-93/116 and EPA – Appendix E to Subpart E of 40 CFR Part 763

Client ID Sample ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
72326-14 AE2514034	LAYER 1 Sheetrock	Brown;White Heterogeneous Fibrous Bound	Cellulose Fiber	15%	Gypsum	85%	None Detected
	LAYER 2 Joint Compound	White Homogeneous Non-Fibrous Bound			Calcium Carbonate	80%	None Detected
	LAYER 3 Sheetrock, Joint Compound Composite	Brown;White Heterogeneous Fibrous Bound	Cellulose Fiber	20%	Gypsum Calcium Carbonate	70% 10%	None Detected
72326-15 AE2514035	LAYER 1 Sheetrock	Brown;White Heterogeneous Fibrous Bound	Cellulose Fiber	15%	Gypsum	85%	None Detected
	LAYER 2 Joint Compound	White Homogeneous Non-Fibrous Bound			Calcium Carbonate	80%	None Detected
	LAYER 3 Sheetrock, Joint Compound Composite	Brown;White Heterogeneous Fibrous Bound	Cellulose Fiber	20%	Gypsum Calcium Carbonate	70% 10%	None Detected
72326-16 AE2514036	LAYER 1 Plaster Skim Coat	White Homogeneous Non-Fibrous Bound			Calcium Carbonate Silicates	80% 20%	None Detected
	LAYER 2 Plaster Base Coat	Off White Homogeneous Non-Fibrous Bound			Silicates Binder/Filler Mica	55% 45% <1	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZED LIGHT MICROSCOPY

CENTRAL VALLEY LABORATORIES

Client: Bovee Environmental Management
1643 3rd Street
Escalon, CA 95320

Report ID: AE251675
Received: 08/27/2025
Analyzed: 08/27/2025
Reported: 08/28/2025

Client Project: 25-72326

Methodology: EPA 600/R-93/116 and EPA – Appendix E to Subpart E of 40 CFR Part 763

Client ID Sample ID	Lab Description	Lab Attributes	NON-ASBESTOS COMPONENTS Fibrous		Non-Fibrous		ASBESTOS %
72326-17 AE2514037	LAYER 1 Plaster Skim Coat	White Heterogeneous Non-Fibrous Bound			Calcium Carbonate Silicates Paint	75% 15% 10%	None Detected
	LAYER 2 Plaster Base Coat	Off White Homogeneous Non-Fibrous Bound			Silicates Binder/Filler Mica	55% 45% <1	None Detected
	LAYER 3 Plaster Base Coat	Gray Homogeneous Non-Fibrous Bound			Silicates Binder/Filler	65% 35%	None Detected
72326-18 AE2514038	LAYER 1 Plaster Skim Coat	Off White;White Heterogeneous Non-Fibrous Bound			Calcium Carbonate Silicates Paint	75% 15% 10%	None Detected
	LAYER 2 Plaster Base Coat	Off White Homogeneous Non-Fibrous Bound			Silicates Binder/Filler Mica	55% 45% <1	None Detected
72326-19 AE2514039	2x4 Ceiling Panel	White;Gray Heterogeneous Fibrous Loosely Bound	Cellulose Fiber Fiberglass	40% 20%	Perlite Binder/Filler Paint	15% 20% 5%	None Detected

ASBESTOS BULK ANALYSIS

By: POLARIZED LIGHT MICROSCOPY

CENTRAL VALLEY LABORATORIES

Report ID: AE251675
Received: 08/27/2025
Analyzed: 08/27/2025
Reported: 08/28/2025

Client: Bovee Environmental Management
1643 3rd Street
Escalon, CA 95320

Client Project: 25-72326

Methodology: EPA 600/R-93/116 and EPA – Appendix E to Subpart E of 40 CFR Part 763

Analyst:	Test Date:	Samples Tested:
Ashlie Fuller	08/27/2025	AE2514031 AE2514034 AE2514035 AE2514036 AE2514037 AE2514038 AE2514039
Waverly Green	08/27/2025	AE2514021 AE2514022 AE2514027 AE2514023 AE2514024 AE2514025 AE2514026
Zach Johnston	08/27/2025	AE2514033 AE2514028 AE2514029 AE2514030 AE2514032

LEGEND: Non-Anth = Non-Asbestiform Anthophyllite Non-Trem = Non-Asbestiform Tremolite

METHOD: EPA 600/R-93/116 and EPA – Appendix E to Subpart E of 40 CFR Part 763

REPORTING LIMIT: <1% by Visual Estimation

REPORTING LIMIT FOR POINT COUNTS: 0.25% by 400 Points or 0.1% by 1,000 Points

REGULATORY LIMIT: >1% by Weight

Due to the limitations of the EPA 600 method, nonfriable organically bound materials (NOBs) such as vinyl floor tiles can be difficult to analyze via polarized light microscopy (PLM). EPA recommends that all NOBs analyzed by PLM, and found not to contain asbestos, be further analyzed by Transmission Electron Microscopy (TEM). Please note that PLM analysis of dust and soil samples for asbestos is not covered under any of Central Valley Laboratories' accreditations. Estimated measurement of uncertainty is available on request.

This report relates only to the samples tested or analyzed and may not be reproduced, except in full, without written approval by Central Valley Laboratories (CVL). CVL makes no warranty representation regarding the accuracy of customer submitted information in preparing and presenting analytical results. Interpretation of the analytical results is the sole responsibility of the customer. Samples were received in acceptable condition unless otherwise noted. This report may not be used by the customer to claim product endorsement by NVLAP, AIHA, ELAP, NIST or any agency of the U.S. Government.

CVL is accredited with the Environmental Laboratory Accreditation Program (ELAP) under Certificate Number 3013.

CVL is accredited for Asbestos Analysis of Bulk Building Materials by PLM by the National Voluntary Laboratory Accreditation Program (NVLAP Lab Code 600260-0).

Report Authorized By

08/28/2025
Gary Swanson, CVL Laboratory Director Date

Analyzed By

08/28/2025
Waverly Green Date

NVLAP TESTING
NVLAP Lab Code 600260

Co-Analyzed By

08/28/2025
Ashlie Fuller Date

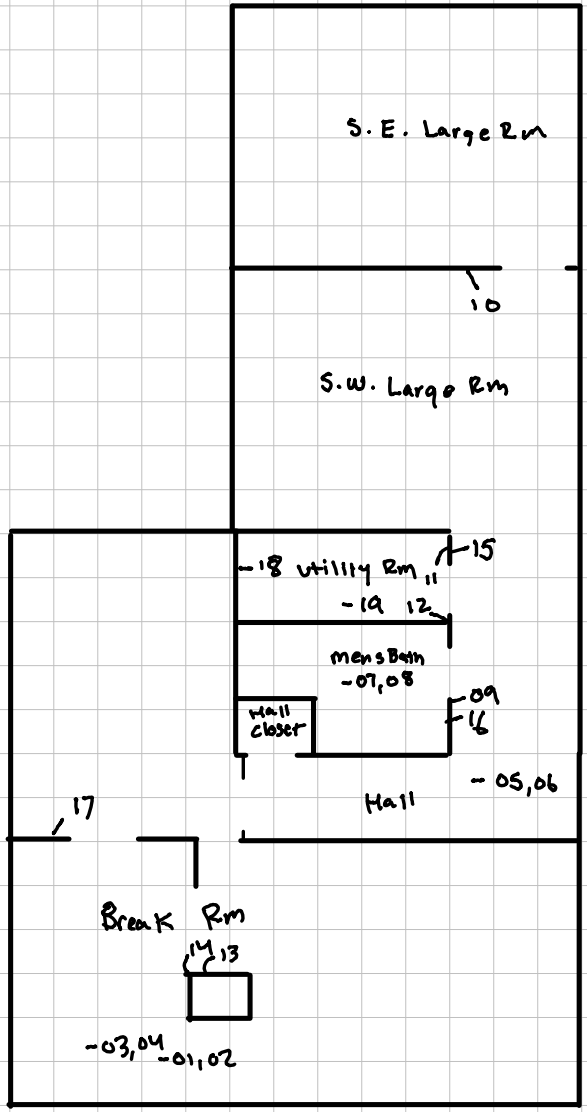
Co-Analyzed By

08/28/2025
Zach Johnston Date

ATTACHMENT C

SITE DRAWING

25-72326
Site Diagram



CITY OF MANTECA
WQCF BREAKROOM AND OPERATOR CONTROL ROOM REMODEL
CIP NO. 24047

ADDENDUM 2
DATED: September 11, 2025

This addendum forms part of the Contract Documents and modifies the original Plans and Specifications. **Bidders shall acknowledge receipt of this Addendum by signing the attached acknowledgement and including the Acknowledgement in their bid proposal.** Failure to include the Acknowledgement with their bid may subject the bidder to disqualification.

GENERAL:

The following changes, deletions, and additions shall be made to the following documents, as noted, and shall take precedence over the original Contract Documents. All other requirements remain the same.

Questions and Answers

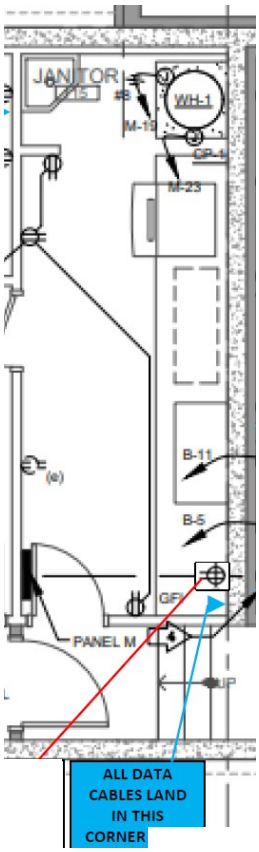
1. **Question:** Please provide the manufacturer and model for the existing MCC shown on E0.2.
   Response: It is the responsibility of the contractor to visit the site to get the manufacturer and model number. Call 209-456-8470 to schedule a site visit.

2. **Question:** Please provide the location of the existing MCC within the Basement area in relationship to Panel M as shown on E2.2. Please also provide preferred conduit routing.
   Response: It is the responsibility of the contractor to visit the site to observe the existing conditions and determine the distance and conduit routing. Call 209-456-8470 to schedule a site visit.

3. **Question:** Please confirm there are no "G", "X2", "Emergency Egress Light" fixtures as called out on the Fixture Schedule on drawing E2.1.
   Response: Confirmed. Fixtures G, X2, and Emergency Egress Light can be omitted from the light fixture schedule.

4. **Question**: The bid schedule list (3) bid items: breakroom remodel, restroom addition, and operator control room remodel. Please advise which bid item the remaining areas of the building should be assigned to.
   Response: Bid items should be placed in the most appropriate bid schedule. If it is unclear as to which bid schedule an item should be placed in, use the Breakroom Remodel.

5. **Question**: Drawing E2.2 indicates data drops and directs the contractor to install raceways, with cabling provided by the Owner's vendor (see notes 6 and 8). Please confirm whether the outlet boxes and data jacks will be furnished and installed by the contractor or by the Owner's vendor. Additionally, please clarify the location of the networking panel and confirm whether the contractor is only required to extend conduit to the ceiling space, or all the way to the networking panel.
   Response: Boxes, raceways, and ring & string shall be provided by the contractor. Raceways can terminate above the ceiling adjacent to suspended T-bar. Raceways adjacent to gypsum board ceilings shall be extended to a T-bar ceiling for access. The network server shall be located in Janitor Room 115, Sheet E2.1. See below:



CITY OF MANTECA
WQCF BREAKROOM AND OPERATOR CONTROL ROOM REMODEL
CIP NO. 24047

ADDENDUM 3
DATED: September 11, 2025

This addendum forms part of the Contract Documents and modifies the original Plans and Specifications. **Bidders shall acknowledge receipt of this Addendum by signing the attached acknowledgement and including the Acknowledgement in their bid proposal.** Failure to include the Acknowledgement with their bid may subject the bidder to disqualification.

GENERAL:

The following changes, deletions, and additions shall be made to the following documents, as noted, and shall take precedence over the original Contract Documents. All other requirements remain the same.

Invitation to Bid: Double Sealed Bids

The outer envelope shall include:
Contractor's Bid Bond
Contractor's Bid Schedule
Inner Sealed Envelope

The inner envelope shall include:
All other bid forms other than Contractor's bid bond and bid schedule

CITY OF MANTECA
WQCF BREAKROOM AND OPERATOR CONTROL ROOM REMODEL
CIP NO. 24047

ADDENDUM 4
DATED: September 16, 2025

This addendum forms part of the Contract Documents and modifies the original Plans and Specifications. **Bidders shall acknowledge receipt of this Addendum by signing the attached acknowledgement and including the Acknowledgement in their bid proposal.** Failure to include the Acknowledgement with their bid may subject the bidder to disqualification.

GENERAL:

The following changes, deletions, and additions shall be made to the following documents, as noted, and shall take precedence over the original Contract Documents. All other requirements remain the same.

Item	Drawing/Specification	Description
Specification 087100 Door Hardware – Supply and install door hardware per 087100		*Revised Specifications Door Hardware:* *Delete:* 087100 *Replace with (Attachment 1):* Revised – 087100
Door 102 Sheet A2.1 & A8.1		Demolish existing pair of storefront doors. Provide and install new pair of doors to match existing frame opening.

Questions and Answers

1. **Question:** Per the interior wall schedule on Sheet A2.1, wall type 1 is to receive two layers of gypsum board on each side of the wall. Wall type 2 is to receive two layers of gypsum board on one side of the wall. Please confirm.
   Response: Interior Wall Schedule, 'Wall Type 1' receives (1) layer of 5/8" gypsum board each side, and 'Wall Type 2' receives (1) layer of 5/8" gypsum board at exposed side only.

   The '(2)' identified in the schedule refers to the foot notes below the schedule.

2. **Question:** In the project specifications there is no spec section provided for 05 40 00 Cold-Formed Metal Framing (Exterior Framing), even though it is listed on the required submittal list. Will one be provided?
   Response: Specifications for cold-formed metal framing are found on drawing sheet SN1.

   The submittal will be required

3. **Question:** Please clarify which Mechoshade fabric to use for the window shades. This information is not provided in the spec or on the finish legend on Sheet A10.1.
   Response: Fabric shall be Thermoveil Dense Basket Weave, 1500 series; Color to be selected from standard color options.

4. **Question**: The acoustical ceiling tile listed on the Sheet A10.1 finish schedule lists Armstrong, Canyon, 2x4 Second Look. 2x4 Canyon is not available in Second Look. Please advise.

   Response: Ceiling Tiles (A10.1) CT1 shall be Armstrong, Dune – 2x4 Second Look, Tegular.

5. **Question**: Please confirm there is no fire protection required on this project
   Response: Confirmed. No fire protection on the project.

GENERAL

1.1 SUMMARY

A. This Section includes commercial door hardware for the following:

1. Swinging doors.
2. Sliding Doors.
3. Other doors to the extent indicated.

B. "Hardware groups" have been assigned to the various doors required for this work. Provide and install all finish hardware described in the Hardware Schedule and all other finish hardware not described but required for a complete and operable facility.

C. Door hardware includes, but is not necessarily limited to, the following:

1. Mechanical door hardware.
2. Cylinders specified for doors in other sections.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these Specifications.

B. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.

C. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

D. Keying Schedule: Prepared under the supervision of the Owner, separate schedule detailing final keying instructions for locksets and cylinders in writing. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner to approve submitted keying schedule prior to the ordering of permanent cylinders.

1.4 QUALITY ASSURANCE

A. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction

1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
2. ASTM E330 - Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure difference.
3. ICC/IBC - International Building Code.
4. NFPA 70 - National Electrical Code.
5. NFPA 80 - Fire Doors and Windows.

6. NFPA 101 - Life Safety Code.
7. NFPA 105 - Installation of Smoke Door Assemblies.
8. UL/ULC and CSA C22.2 – Standards for Automatic Door Operators Used on Fire and Smoke Barrier Doors and Systems of Doors.
9. TAS-201-94 - Impact Test Procedures.
10. TAS-202-94 - Criteria for Testing Impact and Non-Impact Resistant Building Envelope Components using Uniform Static Air Pressure.
11. TAS-203-94 - Criteria for Testing Products Subject to Cyclic Wind Pressure Loading.
12. California Building Code.

B. Standards: All hardware specified herein shall comply with the following industry standards:

1. ANSI/BHMA Certified Product Standards - A156 Series.
2. UL10C – Positive Pressure Fire Tests of Door Assemblies.

C. Fire-Rated Door Assemblies: Provide door hardware for assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 252 (neutral pressure at 40" above sill) or UL-10C.

1. Test Pressure: Positive pressure labeling.

D. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:

1. Function of building, purpose of each area and degree of security required.
2. Plans for existing and future key system expansion.
3. Requirements for key control storage and software.
4. Installation of permanent keys, cylinder cores and software.
5. Address and requirements for delivery of keys.

1.5 COORDINATION

A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.

B. Door and Frame Preparation: Related Division 08 Sections (Steel, Aluminum and Wood) doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.6 WARRANTY

A. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:

1. Structural failures including excessive deflection, cracking, or breakage.

2. Faulty operation of the hardware.
3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.

B. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.

C. Special Warranty Periods
1. Ten years for mortise locks and latches.
2. Ten years for extra heavy duty cylindrical (bored) locks and latches.
3. Seven years for heavy duty cylindrical (bored) locks and latches.
4. Five years for standard duty cylindrical (bored) locks and latches.
5. Five years for exit hardware.
6. Twenty-five years for manual surface door closers.

1.7 MAINTENANCE SERVICE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

B. Continuing Service: Beginning at Substantial Completion, and running concurrent with the specified warranty period, provide continuous (6) months full maintenance including repair and replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door opening operation. Provide parts and supplies as used in the manufacture and installation of original products.

PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.
1. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:
a. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.
2. Products furnished, but not installed, under this Section include the following. Coordinating, purchasing, delivering, and scheduling remain requirements of this Section.
a. Permanent cylinders, cores and keys to be installed by Contractor.

B. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

2.2 HANGING DEVICES

A. Hinges: ANSI/BHMA A156.1 certified butt hinges with number of hinge knuckles as specified in the Door Hardware Sets.

1. Quantity: Provide the following hinge quantity, unless otherwise indicated:

a. Two Hinges: For doors with heights up to 60 inches.

b. Three Hinges: For doors with heights 61 to 90 inches.

c. Four Hinges: For doors with heights 91 to 120 inches.

d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.

2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required.

a. Widths up to 3’0”: 4-1/2” standard or heavy weight as specified.

b. Sizes from 3’1” to 4’0”: 5” standard or heavy weight as specified.

3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:

a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.

b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.

4. Hinge Options: Comply with the following where indicated in the Hardware Sets or on Drawings:

a. Non-removable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the following applications:

(1) Out-swinging exterior doors.

(2) Out-swinging access-controlled doors.

(3) Out-swinging lockable doors.

2.3 DOOR OPERATING TRIM

A. Flush Bolts and Surface Bolts: ANSI/BHMA A156.3 and A156.16, Grade 1, certified automatic, self-latching, and manual flush bolts and surface bolts. Manual flush bolts to be furnished with top rod of sufficient length to allow bolt location approximately six feet from the floor. Furnish dust proof strikes for bottom bolts. Surface bolts to be minimum 8” in length and U.L. listed for labeled fire doors and U.L. listed for windstorm components where applicable. Provide related accessories (mounting brackets, strikes, coordinators, etc.) as required for appropriate installation and operation.

B. Coordinators: ANSI/BHMA A156.3 certified door coordinators consisting of active-leaf, hold-open lever and inactive-leaf release trigger. Coordinators fabricated from steel with nylon-coated strike plates and built-in adjustable safety release.

C. Door Push Plates and Pulls: ANS/BHMA A156.6 certified door pushes and pulls of type and design specified below or in the Hardware Sets. Coordinate and provide proper width and height as required where conflicting hardware dictates.

1. Push/Pull Plates: Minimum .050-inch-thick, size as indicated in hardware sets, with square corners and beveled edges, secured with exposed screws unless otherwise indicated.
2. Door Pull and Push Bar Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door unless otherwise indicated.
3. Offset Pull Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door and offset of 90 degrees unless otherwise indicated.
4. Fasteners: Provide manufacturer's designated fastener type as indicated in Hardware Sets.

2.4 CYLINDERS AND KEYING

A. Cylinders: Original manufacturer cylinders complying with the following:

1. Mortise Type: Threaded cylinders with rings and straight- or clover-type cam.
2. Rim Type: Cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.
3. Bored-Lock Type: Cylinders with tailpieces to suit locks.
4. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.
5. Keyway: Manufacturer’s Standard. Match Facility Standard. Match Facility Restricted Keyway.

B. Permanent Cores: Manufacturer's standard; finish face to match lockset; complying with the following:

1. Interchangeable Cores: Core insert, removable by use of a special key; usable with other manufacturers' cylinders.

C. Keying System: Each type of lock and cylinders to be factory keyed. Conduct specified "Keying Conference" to define and document keying system instructions and requirements. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner.

D. Construction Keying: Provide construction master keyed cylinders or temporary keyed construction cores where specified. Provide construction master keys in quantity as required by project Contractor. Replace construction cores with permanent cores. Furnish permanent cores for installation as directed under specified "Keying Conference”.

2.5 MECHANICAL LOCKS AND LATCHING DEVICES

A. Mortise Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.13, Series 1000, Operational Grade 1 certified mortise locksets furnished in the functions as specified in the Hardware Sets. Locksets to be manufactured with a corrosion resistant, stamped 12-gauge minimum formed steel case and be field-reversible for handing without disassembly of the lock body. Lockset trim (including knobs, levers, escutcheons, roses) to be the product of a single manufacturer. Furnish with standard 2 3/4" backset, 3/4" throw anti-friction stainless steel latchbolt, and a full 1" throw stainless steel bolt for deadbolt functions.

1. Mortise locks to be certified Security Grade 1 and include vandal resistant heavy gauge escutcheon or sectional type trim.

B. Cylindrical Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.2, Series 4000, Grade 1 certified cylindrical (bored) locksets furnished in the functions as specified in the Hardware Sets. Lock chassis fabricated of heavy gauge steel, zinc dichromate plated, with through-bolted application. Furnish with solid cast levers, standard 2 3/4” backset, and 1/2" (3/4" at rated paired openings) throw brass or stainless steel latchbolt. Locks are to be non-handed and fully field reversible.

C. Knurling: Where required by local code provide knurling or abrasive coating to all levers on doors leading to hazardous areas such as mechanical rooms, boiler and furnace rooms, janitor closets, and as otherwise required or specified.

2.6 AUXILARY LOCKS

A. Cylindrical Deadlocks: ANSI/BHMA A156.5, Grade 1, cylindrical type deadlocks to fit standard ANSI 161 preparation and 1 3/8" to 1 3/4" thickness doors. Provide tapered collars to resist vandalism and 1" throw solid steel bolt with hardened steel roller pins. Deadlocks to be products of the same source manufacturer and keyway as other locksets.

2.7 LOCK AND LATCH STRIKES

A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows.

1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.
2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.
3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.

B. Standards: Comply with the following:

1. Strikes for Mortise Locks and Latches: BHMA A156.13.
2. Strikes for Bored Locks and Latches: BHMA A156.2.
3. Strikes for Auxiliary Deadlocks: BHMA A156.5.
4. Dustproof Strikes: BHMA A156.16.

2.8 CONVENTIONAL EXIT DEVICES

A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:

1. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.
2. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for installation as tested and listed by UL. Consult manufacturer’s catalog and template book for specific requirements.

a. Fire Exit Removable Mullions: Provide keyed removable mullions for use with fire exit devices complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire and panic protection, based on testing according to UL 305 and NFPA 252. Mullions to be used only with exit devices for which they have been tested.

3. Except on fire rated doors, provide exit devices with hex key dogging device to hold the pushbar and latch in a retracted position. Provide optional keyed cylinder dogging on devices where specified in Hardware Sets.
4. Flush End Caps: Provide heavy weight impact resistant flush end caps made of architectural metal in the same finish as the devices as in the Hardware Sets. Plastic end caps will not be acceptable.
5. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy-duty trim with cold forged escutcheons, beveled edges, and four threaded studs for thru-bolts.
   a. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets. Provided free-wheeling type trim where indicated.
   b. Where function of exit device requires a cylinder, provide an interchangeable core type keyed cylinder (Rim or Mortise) as specified in Hardware Sets.
6. Vertical Rod Exit Devices: Provide and install interior surface and concealed vertical rod exit devices as Less Bottom Rod (LBR) unless otherwise indicated.
7. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2” wide stiles.
8. Dummy Push Bar: Nonfunctioning push bar matching functional push bar.
9. Rail Sizing: Provide exit device rails factory sized for proper door width application.
10. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware.

B. Conventional Push Rail Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 certified panic and fire exit hardware devices furnished in the functions specified in the Hardware Sets.

C. Tube Steel Removable Mullions: ANSI/BHMA A156.3 removable steel mullions with malleable-iron top and bottom retainers and a primed paint finish. Provide keyed removable feature, stabilizers, and mounting brackets as specified in the Hardware Sets. At openings designed for severe wind load conditions due to hurricanes or tornadoes, provide manufacturers approved mullion and accessories to meet applicable state and local windstorm codes.

2.9 DOOR CLOSERS

A. All door closers specified herein shall meet or exceed the following criteria:

1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers including installation and adjusting information on inside of cover.
2. Standards: Closers to comply with UL-10C and UBC 7-2 for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
3. Cycle Testing: Provide closers which have surpassed 10 million cycles in a test witnessed and verified by UL.
4. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the physically handicapped, provide units complying with ANSI ICC/A117.1.

5. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
   a. Where closers are indicated to have mechanical dead-stop, provide heavy duty arms and brackets with an integral positive stop.
   b. Where closers are indicated to have mechanical hold open, provide heavy duty units with an additional built-in mechanical holder assembly designed to hold open against normal wind and traffic conditions. Holder to be manually selectable to on-off position.
   c. Where closers are indicated to have a cushion-type stop, provide heavy duty arms and brackets with spring stop mechanism to cushion door when opened to maximum degree.
   d. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics. Provide drop plates or other accessories as required for proper mounting.
6. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates, and through-bolt or security type fasteners as specified in the door Hardware Sets.

B. Door Closers, Surface Mounted (Commercial Duty): ANSI/BHMA 156.4, Grade 1 certified surface mounted, institutional grade door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one-piece cast iron or aluminum alloy body construction, with adjustable backcheck, closing sweep, and latch speed control valves. Provide non-handed units standard.

2.10 ARCHITECTURAL TRIM

A. Door Protective Trim
1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.
2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side of single doors and 1” LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.
   a. Metal Protection Plates: ANSI/BHMA A156.6 certified metal protection plates (kick, armor, or mop), beveled on four edges (B4E), fabricated from the following.
   b. Stainless Steel: 050-inch thick, with countersunk screw holes (CSK).
   c. Brass or Bronze: 050-inch thick, with countersunk screw holes (CSK).
   d. Laminate Plastic or Acrylic: 1/8-inch thick, with countersunk screw holes (CSK).
3. Fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets.
4. Metal Door Edging: Door protection edging fabricated from a minimum .050-inch thick metal sheet, formed into an angle or "U" cap shapes, surface or mortised mounted onto edge of door. Provide appropriate leg overlap to account for protection plates as required. Height to be as specified in the Hardware Sets.

2.11 DOOR STOPS AND HOLDERS

A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.

B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.

C. Overhead Door Stops and Holders: ANSI/BHMA A156.6, Grade 1 certified overhead stops and holders to be surface or concealed types as indicated in Hardware Sets. Track, slide, arm and jamb bracket to be constructed of extruded bronze and shock absorber spring of heavy tempered steel. Provide non-handed design with mounting brackets as required for proper operation and function.

2.12 ARCHITECTURAL SEALS

A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.

B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784

C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.

1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and UBC 7-2, Fire Tests of Door Assemblies.

D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated, based on testing according to ASTM E 1408.

E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.

2.13 FABRICATION

A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.14 FINISHES

A. Standard designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.

B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware.

C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

2.15 ACCEPTABLE MANUFACTURERS AND PRODUCTS

Closer, Surface, HO	Manufacturer/Product:	Norton 8500-series
	Options:	Hold Open
	Cover:	Architectural metal
	Finish:	626
Coordinator	Manufacturer/Product:	Ives
	Finish:	626
Cylinder	Manufacturer/Product:	by Lockset Manufacturer
	Options:	Interchangeable core
Cylinder, Dogging	Manufacturer/Product:	Mortise, by Lockset Manufacturer
	Options:	Interchangeable core
Door Shoe	Manufacturer/Product:	Pemko 210
	Finish:	BL – Black Seal
Exit Device, Exterior	Manufacturer/Series:	Von Duprin 98-series
	Type:	Mortise
	Dogging:	Cylinder
	Trim:	996L
	Lever Style:	06, Rhodes
	Finish:	626
Exit Device Concealed Vertical Rods	Manufacturer/Series:	Von Duprin 98-series
	Type:	Mortise
	Dogging:	Cylinder
	Trim:	996L
	Lever Style:	06, Rhodes
	Finish:	626
Flush Bolts, Automatic	Manufacturer/Product:	Ives FB41T (top only)
	Finish:	US26D
Gasketing, Acoustic	Manufacturer/Product:	Pemko S88
	Finish:	GR – Gray Seal
Hinges, Exterior	Manufacturer/Product:	Ives Five Knuckle BB Full Mortise NRP
	Material:	Stainless Steel
	Finish:	US32D
	Manufacturer/Product:	Ives Five Knuckle BB Full Mortise
Hinges, Interior	Material:	Steel
	Finish:	US26D
	Manufacturer/Product:	Ives Five Knuckle BB Full Mortise NRP
Kickplate	Manufacturer/Product:	Ives 8400, 10”H
	Finish:	US26D
Locksets, Cylindrical	Manufacturer/Series:	Schlage ND-series, Vandleguard
	Grade:	1
	Lever Style:	06, Rhodes
	Options:	Vanguard
Locksets, Mortise	Manufacturer/Series:	Schlage L-series, Vandleguard
	Grade:	1
	Lever Style:	06, Rhodes
	Escutcheon:	Full Face
	Thumbturn:	none
	Options:	Vanguard
Stop, Floor	Manufacturer/Product:	Ives FS444
	Finish:	US32D
Stop, Wall	Manufacturer/Product:	Ives WS401
	Finish:	US32D

Threshold, Thermally Broken	Manufacturer/Product:	Pemko 253_FG
	Finish:	A – Mill Finish Aluminum
Weatherstripping	Manufacturer/Product:	Pemko 29310_V
	Finish:	C – Clear Anodized Aluminum GR - Gray

EXECUTION

3.1 EXAMINATION

A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.

B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115.series.

B. Wood Doors: Comply with ANSI/DHI A115-W series.

3.3 INSTALLATION

A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.

1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including hanging devices; locking devices; closing devices; and seals.

B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:

1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames".

2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors".

3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities".

4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.

C. Power Operator products and accessories are required to be installed through current members of the manufacturer's "Power Operator Preferred Installer" program.

D. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.

E. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants".

F. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.4 FIELD QUALITY CONTROL

A. Field Inspection: Supplier will perform a final inspection of installed door hardware and state in report whether work complies with or deviates from requirements, including whether door hardware is properly installed, operating and adjusted.

3.5 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.6 CLEANING AND PROTECTION

A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.

B. Clean adjacent surfaces soiled by door hardware installation.

C. Clean operating items as necessary to restore proper finish. and provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

3.7 DEMONSTRATION

A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.8 DOOR HARDWARE SCHEDULE

A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

Hardware Groups

Group:	01
Doors:	101.1, 101.2
Scheduled Hardware:	
Closer	Surface, Hold Open
Cylinder	
Cylinder, Dogging	
Door Shoe	
Exit Device	Exterior
Hinges	Exterior
Kickplate	
Threshold	Thermally Broken
Weatherstripping	

Group:	02
Doors:	102 (Existing Door)
Scheduled Hardware:	
Closer	Surface, Hold Open
Cylinder	
Cylinder, Dogging	
Door Shoe	
Exit Device	Concealed Vertical Rods
Hinges	Exterior
Kickplate	
Threshold	Thermally Broken
Weatherstripping	

Group:	03
Doors:	103
Scheduled Hardware:	
Closer	Surface, Hold Open
Coordinator	
Cylinder	
Flush Bolts	Automatic
Lockset, Cylindrical	Function: ND, Passage Latch
Hinges	Interior
Kickplate	
Silencers	

Group:	04
Doors:	104, 105, 113
Scheduled Hardware:	
Closer	Surface, Hold Open
Cylinder	
Lockset, Mortise	Function: LV9056 w/ XL13-439 In-Use Indicator
Hinges	Interior

Gasketing	
Stop	Wall

Group:	05
Doors:	110
Scheduled Hardware:	
Closer	Surface, Hold Open
Cylinder	
Lockset, Cylindrical	Function: ND80, Storeroom Lock
Hinges	Interior
Gasketing	
Stop	Wall

Group:	06
Doors:	111, 116, 114.1, 114.2
Scheduled Hardware:	
Service existing door hardware to ensure operability.	

Group:	07
Doors:	112
Scheduled Hardware:	
Closer	Surface, Hold Open
Cylinder	
Lockset, Cylindrical	Function: ND50, Office Lock
Hinges	Interior
Silencers	
Stop	Floor

Group:	08
Doors:	112
Scheduled Hardware:	
Closer	Surface, Hold Open
Cylinder	
Lockset, Cylindrical	Function: ND50, Office Lock
Hinges	Interior
Silencers	
Stop	Floor

END OF SECTION 08 71 00

SECTION 004113
BID FORM

DATE: 09.24.25

1.00 ENTER INTO AGREEMENT

The undersigned, as bidder, declares that we have received and examined the Contract Documents entitled **WQCF Breakroom and Operator Control Room Remodel** and will contract with the City, on the form of Agreement provided herewith, to do everything required for the fulfillment of the Contract Document for the construction of the **WQCF Breakroom and Operator Control Room Remodel** at the prices and on the terms and conditions herein contained.

2.00 BIDDER ACCEPTS

Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for the period specified for Notice of Award after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

3.00 BIDDER'S REPRESENTATIONS

In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

a. Bidder has examined and carefully studied the Bidding Documents and the Addenda.

   We acknowledge that the following addenda numbers have been received and have been examined as part of the Contract Documents.

Addenda No.	Date Received	Initials
1	08.28.25	
2	09.11.25	
3	09.11.25	
4	09.16.25	

b. Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.

c. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

d. Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Section 007300 "Supplementary Conditions" as provided in Section 07200 "Standard General Conditions of the Construction Contract" - Paragraph 4.02.A.

   Bidder accepts the determination of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in Section 007200 "Standard General Conditions of the Construction Contract" - Paragraph 4.02.

   Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes.

   Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the site.

e. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto.

   Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

f. Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

g. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

h. Bidder has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

   Where conflicts, errors, ambiguities or discrepancies have been discovered in or between Contract Documents and/or other related documents, and where said conflicts, etc., have not been resolved through the interpretations or clarifications by Engineer as described in the Instructions to Bidders, because of insufficient time or otherwise, Bidder has included in the Bid the greater quantity or better quality of Work, or compliance with the more stringent requirement resulting in a greater cost.

i. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4.00 BID PRICES

Bidder will complete the Work in accordance with the Contract Documents for the following price(s) for:

WQCF BREAKROOM & OPERATOR CONTROL ROOM REMODEL

BID SCHEDULE

~~WOODWARD SPLASH PAD AND IMPROVEMENTS~~ BASE BID					
Bid Item	**Description**	**Estimated Quantities**	**Unit**	**Unit Price**	**Extended Price**
1	Breakroom Remodel	1	LS	$ 1,075,800.00	$ 1,075,800.00
2	Restroom Addition	1	LS	$ 438,500.00	$ 438,500.00
3	Operator Control Room Remodel	1	LS	$ 394,700.00	$ 394,700.00
				BID TOTAL	1,909,000.00

TOTAL BID

One million, nine hundred, nine thousand dollars
(use words)

_____ ($ 1,909,000.00)
(use words) *(use figures)*

The City reserves the right to select the lowest, responsible, responsive bidder based on the total bid and/or based upon the date the Contractor is available to start work, and/or based on reference checks, and/or past experiences, and/or selection panel's professional judgement regardless of the lowest bid amount.

In case of any discrepancy between unit prices and total cost of an item, the unit price shall prevail. The bid items listed above are intended to encompass all construction work as called out in the specifications and as shown on the plans. If an item is not specifically mentioned it shall be assumed to be included in the lump sum bid.

The undersigned understands and agrees that the City will not be responsible for any error or omissions on the part of the undersigned in making this proposal.

5.00 ATTACHED DOCUMENTS

We agree that the following shall be attached hereto and made a part of this bid.

SECTION	TITLE
004313	Bid Guaranty Bond
004336	Proposed subcontractors
004513	Certification of Bidder's Experience and Qualifications
004519	Non-Collusion Affidavit
004519	Liability and Insurance Acknowledgement
004541	Department of Industrial Relations and SB 96 Compliance Affidavit
004551	Local Business Enterprise (Local Vendor) Preference
004561	Site Visit Affidavit
004571	Questionnaire

6.00 COMPLETION

We agree, if our bid is accepted and a Contract for Performance of the Work is entered into with the City, to so plan work and to prosecute it with such diligence that the work shall be completed within the time stipulated.

If our bid is accepted, we agree to sign the Agreement without qualifications and to furnish the performance and payment bonds and the required evidenmaces of insurance within 15calendar days after receiving written Notice of Award of the Contract.

Attached is a bid guaranty bond as required.

Diede Construction Inc.
Name of Bidder

7.00 Contractor's License and Address for Communications

The undersigned certifies that the undersigned holds California Contractor's License, Class 632667, number A,B,C2,C8,C15,C39,C61/D28,C27, expiration date 12/31/2025.

Diede Construction Inc.
Name of Bidder

Signature of Bidder

Steven L. Diede, President
Title of Signator

COMMERCIAL INDUSTRIAL DESIGN BUILD

CA License No. 632669
HI License No. 30496

Diede Construction, inc.

CALIFORNIA
P.O. Box 1007
Woodbridge, CA. 95258
p: (209) 369-8255
f: (209) 368-0600

HAWAII
517 Ahui Street
Honolulu, HI. 96813
p: (808) 777-6290
f: (808) 777-6295

ABC Associated Builders and Contractors, Inc.
Accredited Quality Contractor

Corporate Resolution
Diede Construction, Inc.

Officers Authorized to Contract

To authorize the officers to contract and obligate the corporation, in the ordinary course of business, the following resolution was, upon motion duly made, seconded and carried, adopted:

RESOLVED: That the following officers or either of them acting alone is, and the same hereby are, authorized to sign contracts, bind the corporation, submit proposals and bids and otherwise enter obligations for and on behalf of the corporation:

President – Steven L. Diede
Director of Pre-Construction – Brett Diede

I, Lillian Diede, Secretary / Treasurer of the Board of Directors of Diede Construction, Inc., do hereby declare and attest that the above resolution of Diede Construction, Inc. is true and correct and was passed unanimously by the Board of Directors of Diede Construction, Inc. at its meeting on May 19th, 2025.

Lillian Diede
Secretary / Treasurer

Diede Construction Inc.'s Corporate Officers Names and Residence Addresses are as follows:

President	Steven L. Diede	6300 Hogan Lane, Lodi, CA 95240
Director of Pre-Construction	Brett Diede	12445 Curry Ave., Lodi, CA 95240
Secretary	Lillian K. Diede	6300 Hogan Lane, Lodi, CA 95240

P.O. Box 1007, Woodbridge, CA 95258
Address of Bidder

Witness

Title of Witness

California
State of Incorporation

209.369.8255
Phone Number

209.368.0600
FAX Number

END OF SECTION

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SECTION 004313
BID GUARANTY BOND

(To be submitted with bid)

The attached form shall be turned in with the bid as the Bid Guaranty Bond with the form signed and notarized by the surety. Alternately, the bidder may submit the following forms of bidder's security:

a. Cash
b. A cashier's check made payable to the City.
c. A certified check made payable to the City.

If a bid guaranty bond is submitted on a form other than that provided herein, then the alternate bid guaranty bond must meet all the requirements of the form provided herein. If the alternate bid guaranty bond is not acceptable to the City, then the bid may be subject to rejection. The City shall be the sole judge as to whether the alternate bid guaranty bond form is acceptable.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WE, Diede Construction, Inc. AS PRINCIPAL, AND Fidelity and Deposit Company of Maryland AS SURETY, are held and firmly bound unto the City of Manteca in the penal sum of 10 PERCENT OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of Manteca for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made to the City of Manteca to which said bid was submitted, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents, in no case shall the liability of the surety hereunder exceed the sum of $ 10% of the total amount bid .

THE CONDITION OF THIS OBLIGATION IS SUCH

THAT WHEREAS, the Principal has submitted the above-mentioned bid to the City of Manteca, aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Manteca, California.

FOR: Wastewater Quality Control Facility Breakroom & Operator Control Room Remodel CIP #24047

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented for signature, the Principal enters into a written contract in the prescribed form, in accordance with the bid, and files two bonds with the City of Manteca, one to guarantee faithful performance, and the other to guarantee payment for labor and materials as required by law, and provide certificate of insurance coverage required by the contract documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect, and the surety shall pay said penal sum of City of Manteca on demand.

IN WITNESS WHEREOF, we have hereunto set our hand on this 15th day of September, 20 25.

Steven L. Diede, President
Title of Signator (seal)

Signature of Principal

Diede Construction, Inc.

Address: P.O. Box 1007
Woodbridge, CA 95258

Elizabeth Collodi, Attorney-in-Fact
Title of Signator (seal)

Signature of Surety

Best Rating: A+ (Superior)

Fidelity and Deposit Company of Maryland

Address: 1299 Zurich Way, 10th Floor
Schaumburg, IL 60196

Note: Signatures of those executing for the surety must be properly acknowledged.

END OF SECTION

ACKNOWLEDGMENT

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

State of California
County of Butte

On September 15, 2025 before me, Deanna Quintero, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

ARS3 DEANNA QUINTERO
COMM. # 2430368
NOTARY PUBLIC CALIFORNIA
COUNTY OF BUTTE
Comm. Expires DEC. 12, 2026 ARS3

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), Thomas O. McClellan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Samantha Watkins, Steven L. Williams, Phil Watkins, Jennifer Lakmann, Brad Espinosa, Paula Senna, Pam Sey, Breanna Boatright, Kathleen Le, Cassandra Medina, John Hopkins, Sara Walliser, Renee Ramsey, Sharon Smith, Jessica Monlux, Elizabeth Collodi, John Weber, Deanna Quintero, Joseph H. Weber, Matthew Foster, all of Chico, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICHAMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 3rd day of February, A.D. 2025.

Colonial American Casualty and Surety Company CORPORATE SEAL
Zurich American Insurance Company CORPORATE SEAL 1972 NEW YORK
Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Thomas O. McClellan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 3rd day of February A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Thomas O. McClellan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

GENEVIEVE M. MAISON NOTARY PUBLIC BALTIMORE COUNTY, MD

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

SECTION 004336
PROPOSED SUBCONTRACTORS

(To be submitted with bid)

Pursuant to California Public Contracting Code, Section 4100 et. seq., the following list gives the name, business address, and portion of work (description of work to be done) for each subcontractor that will be used in the work if the bidder is awarded the Contract. (Additional supporting data may be attached to this page. Each page shall be sequentially numbered, and headed "Proposed Subcontractors" and shall be signed.)

Name	CLSB License Number	Description of Work	% of Work	[1]Status
W.C. Maloney, LLC	718243	Demolition	2.8%	
Skutley Contracting Corporation	982646	Concrete	8.6%	
MWC Group, Inc.	1011160	Structural Steel	6.2%	
SIERRA CASEWORK INC	802541	Casework	3.2%	
ADVANCED ROOFING	829540	Roofing	1.8%	
B-K MILL & FIXTURES INC	428941	Doors, Frames, & Hardware	1.4%	
COMMERCIAL STOREFRONTS	1040662	Glazing	1.6%	
HARRISON DRYWALL INC	620446	Lath & Plaster	1.5%	
IRONWOOD COMMERCIAL BUILDERS, INC.	895364	Gypsum Board	3.4%	
CAPITAL COMMERCIAL FLOORING INC.	446458	Tile	1.2%	
CAPITAL COMMERCIAL FLOORING INC.	446458	Flooring	1.2%	
Ultra Ceiling Inc	1082174	Acoustical	0.9%	
JAMES L. HARRIS' PAINTING & DECORATING,	745726	Painting	0.7%	
ALCAL SPECIALTY CONTRACTING INC	815286	Operable Partition	1.6%	

Diede Construction, Inc.
Name of Bidder

[1]Status **M = Minority Owned Business Enterprise.**
W = Women Owned Business Enterprise.

END OF SECTION

SECTION 004336
PROPOSED SUBCONTRACTORS
(To be submitted with bid)

Pursuant to California Public Contracting Code, Section 4100 et. seq., the following list gives the name, business address, and portion of work (description of work to be done) for each subcontractor that will be used in the work if the bidder is awarded the Contract. (Additional supporting data may be attached to this page. Each page shall be sequentially numbered, and headed "Proposed Subcontractors" and shall be signed.)

Name	CLSB License Number	Description of Work	% of Work	[1]Status
WWF CONTRACTORS CORP	418113	Plumbing	3.6%	
PARAMOUNT MECHANICAL INC	1100832	HVAC	6.7%	
60/mm ~~BIRD ELECTRIC INC~~	~~1031168~~	~~Electrical~~	~~11.5%~~	
B&H Electric Inc.	678435	Electrical	11.5%	

Diede Construction, Inc.
Name of Bidder

[1]Status **M = Minority Owned Business Enterprise.**
W = Women Owned Business Enterprise.

END OF SECTION

SECTION 004513
CERTIFICATION OF BIDDER'S EXPERIENCE AND QUALIFICATIONS

1.00 QUALIFICATIONS

By signing in the area indicated below, the Bidder acknowledges and certifies the following:

A. The Bidder – at the time of bidding, award, and throughout the period of the contract – shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California, to do the type of work contemplated in the contract documents. In accordance with Public Contract Code Section 20103.5, any Bidder not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractor's State License Board.

B. The Bidder is skilled and regularly engaged in the general class and type of work called for in the contract documents.

C. The Bidder is competent, knowledgeable, and has special skills required for the nature, extent, and inherent conditions of the work to be performed.

D. The Bidder acknowledges that there may be certain peculiar and inherent conditions existent in the construction of the particular facilities which may create, during the construction program, unusual or peculiar unsafe conditions hazardous to persons and property. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the construction work with respect to such hazards.

E. The Bidder shall retain specialized Subcontractors whose experience and qualifications meet the requirements specified herein. Proposed Subcontractors shall be listed in Section 004336 "Proposed Subcontractors". Documentation of specialized subcontractors' experience and qualifications shall be submitted by the Bidder with completed bid documents.

2.00 CONTRACTOR EXPERIENCE AND QUALIFICATION REQUIREMENTS

(To be submitted with bid)

General Contracting and Site Development Construction Experience – Demolition, Site Preparation, Grading and Utilities, Concrete, Electrical, Masonry, Steel Fabrication, Asphalt, Mechanical, Site Furnishing Installation and Experience. As such, successful completion of this type of work and specifically site development projects on time,

within budget, and within the parameters of quality, requires prior experience working on site developments and related components.

1. Contractor or Subcontractor Name: Diede Construction Inc.

   Project Name: Cepheid Building 3 Plastic Manufacturing

   Owner: Cepheid, Inc.

   Equipment and Piping: Large HVAC upgrade clean air & gas for clean rooms & MFG

   Construction Cost: $41,508,000.00

   Construction Change Orders, number/total dollars: $0

   Owner' Representative: Mathew Gaylor

   Owner's Telephone No.: (888) 339.2743

   Date of Substantial Completion: 05.30.2022

2. Contractor or Subcontractor Name: Diede Construction Inc.

   Project Name: UC Davis Engineering Student Design Center

   Owner: University of California, Davis

   Equipment and Piping: Wood working, lathes, CNC, shops

   Construction Cost: $16,468,000.00

   Construction Change Orders, number/total dollars: $1,319,609.00

   Owner' Representative: Aaron Lester

   Owner's Telephone No.: (530) 752.8425

   Date of Substantial Completion: 03.30.2023

3. Contractor or Subcontractor Name: Diede Construction Inc.

   Project Name: Lodi Unified School District New Maintenance & Operations Center

   Owner: Lodi Unified School District

   Equipment and Piping: Wood shop, vehicle maintenance piping

   Construction Cost: $11,413,700.00

   Construction Change Orders, number/total dollars: $274,644.00

   Owner' Representative: Amberly Kidder

   Owner's Telephone No.: (209) 331.7223

   Date of Substantial Completion: 05.30.2020

Signed this 24 day of September, 2025.

	Diede Construction Inc.
Signature of Bidder	Name of Bidder
Steven L. Diede, President	632667
Title of Signatory	Contractor's License No.
	12/31/2025
	Expiration Date

END OF SECTION

SECTION 004519
NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
) ss.
County of San Joaquin)

Steven L. Diede, being first duly sworn, deposes and say that he or she is of President the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, business entity, business combination, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature

Diede Construction Inc.
Name of Bidder

President
Title

09.19.25
Date

Subscribed and sworn to before me this
_____day of _____, 20____.

_____
Signature of Notary Public in and for
the County of _____,
State of California.

PLEASE SEE ATTACHED

END OF SECTION

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

State of California
County of Joaquin

Subscribed and sworn to (or affirmed) before me on this 19 day of September, 20 25, by Steven L. Diede, President, proved to me on the basis of satisfactory evidence to be the person~~(s)~~ who appeared before me.

VANESSA CABRERA
Notary Public - California
San Joaquin County
Commission # 2503007
My Comm. Expires Oct 25, 2028

(Seal) Signature

SECTION 004521
LIABILITY AND INSURANCE REQUIREMENTS

1.00 INDEMNIFICATION

The Contractor shall indemnify, hold harmless and assume the defense of the City, the Engineer, the Construction Manager and their elected officials, officers, agents, employees and representatives from all damages, costs, or expenses in law or equity, including attorney's fees, that may at any time arise to cause damages to property, or of personal injury received by reason of or in the course of performing work, which may be occasioned by any willful or negligent act or omission of the Contractor, any of the Contractor's employees, or any of its subcontractors arising out of work under this Contract.

Approval of any insurance contracts by the City does not relieve the Contractor or subcontractors from liability, and the Contractor shall be responsible for payment of all amounts it is obligated to pay under this section, which have not been paid by such insurance contracts. The City shall not be liable for any accident, loss, or damage to the work prior to its completion and acceptance.

2.00 INSURANCE REQUIREMENTS

After award of Contract, the Contractor shall promptly obtain, at its own expense, all the insurance required in the Appendix under Attachment 1 – Exhibit 1 Insurance Requirements for Construction Contracts, and shall submit coverage verification for review and approval by the City prior to execution of the Contract.

The Notice to Proceed with the Work under this Contract will not be issued, and the Contractor shall not commence work, until such insurance has been approved by the City. The Contractor shall not allow any subcontractors to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and verified by the Contractor. Such insurance shall remain in full force and effect at all times during the prosecution of the Work and until the final completion and acceptance thereof.

The Notice to Proceed does not relieve the Contractor of the duty to maintain such insurance as required by the project documents.

INSURANCE ACKNOWLEDGMENT

(To be submitted with bid)

I have reviewed the City of Manteca's insurance requirements and I am aware of the types and amounts of insurance coverages that are required. I am also aware that my insurance company is required to use the Certificate of Insurance Form, and General Liability Special Endorsement, Automobile Liability Special Endorsement, and Workers' Compensation and Employer's Liability Special Endorsement Forms, provided herein. I have reviewed the City of Manteca's insurance requirements with my insurance carrier and I will be able to provide the required insurance coverages on the specified forms if awarded this project.

Bidder's Signature Steven L. Diede, President

Date 09.24.25

END OF SECTION

SECTION 004541
DEPARTMENT OF INDUSTRIAL RELATIONS AND SB 96 COMPLIANCE AFFIDAVIT

- No contractor or subcontractor may be listed on a bid proposal for a public works projector be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771]. NOTE: *This section does not apply to public works performed of $25,000 or less comprised of construction, alteration, demolition, installation, or repairs, or of $15,000 or less comprised of maintenance.* Pursuant to Public Contract Code section 4104, bidders must provide the DIR registration numbers for all subcontractors listed in a bid for a project.

- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In accordance with California Labor Code as amended through Senate Bill SB96, prior to commencement of the Contract, all Contractors are required to register, and maintain active registration throughout the duration of the contract with the California Department of Industrial Relations (DIR). For information regarding registration, please go to:

http://www.dir.ca.gov/

I, the Bidder, certify that:

> "I am aware of the provisions of Senate Bill SB96 and subsequent DIR regulations, which require Contractors/Vendors to comply with all labor compliance requirements including but not limited to prevailing wage requirements, Labor Code sections 1725.5, 1771.1(a),1774-1776, 1777.5,1813, 1815, Public Works Contractor Registration Program, Electronic Certified Payroll Records to Labor Commissioner, Public Contract Code section 4104, and other requirements described in the DIR website. I will comply with such provisions before commencing the performance of the work of this contract, and maintain compliance throughout the completion of said contract."

Project: **WQCF BREAKROOM & OPERATOR CONTROL ROOM REMODEL**

	Diede Construction Inc.
Signature	Business Name
Steven L. Diede	632667
Print Name	CSLB License #
President	1000002716
Title	Public Works Contractor (PWC) Registration #
estimating@diedeconstruction.com	A,B,C2,C8,C15,C39,C61/D28,C27
E-mail	Labor Classification(s)
09.24.25	
Date	Labor Classifications(s), continued

END OF SECTION

SECTION 004551
CITY OF MANTECA LOCAL BUSINESS ENTERPRISE (LOCAL VENDOR) PREFERENCE

1.00 RECITALS

1. Whereas it is the responsibility of the City to assure that all competitive bids for services, supplies and projects, as well as all professional services, are comprehensively reviewed and evaluated by City staff to ensure the best quality of work is received for the least amount of taxpayer money; and

2. Whereas the City is desirous of providing a preference for local business enterprises (vendors), in an attempt to keep as many local jobs as local as possible, and

3. Whereas the City hopes to balance this preference with assuring the public that the best enterprise/vendor is selected for each and every City contract.

2.00 POLICY

Definition of "Local Business Enterprise (LBE):" A business enterprise, including but not limited to a sole proprietorship, partnership or corporation, which has a legitimate business presence in the incorporated City limits of the City of Manteca. Evidence of legitimate presence in Manteca shall include:

A. Having a current Manteca business license; and

B. Having either of the following types of offices operating legally within the City of Manteca:
   1. The contractor's principal office; or
   2. The contractor's regional, branch or satellite office with at least one full-time employee located in the corporate boundaries of the City of Manteca. A post office box address alone does not constitute a "Local Business Enterprise."

<u>Public, Competitive Bids</u>:

If two or more bids received from responsible bidders are for the same total amount or unit price – quality and service being equal – preference shall be given to the LBE.

In the event two or more bids are received and they are not for the same total amount or unit price, and a bid submitted by a qualified LBE is within 5% (total net cost) of the lowest bid or quote, the LBE may be deemed to be the lowest bidder if the LBE agrees, in writing within one business day, to reduce its bid to match the bid or quote of the lowest bidder, providing that the City determines the LBE to be a responsible bidder.

Professional Services:

For professional services not requiring formal bids or quotations, vendor selection is based primarily on qualifications, project understanding and schedule, with cost a secondary concern. Nonetheless, a proposal submitted by a qualified LBE will be taken into account in reaching a final consultant selection decision. A qualified LBE will be provided 5 points out of 100 in scoring the proposals.

LOCAL BUSINESS ENTERPRISE

(To be submitted with bid)

Are you a local business enterprise according to this policy?

Yes_____ No ✓

If the answer is yes, complete the following:

City of Manteca Business License Number: 10801381

Address of local office with at least one full-time employee:

12393 N. HWY 99, Lodi, CA 95240

I certify under penalty of perjury that the foregoing is true and correct.

Bidders Name: Diede Construction Inc. Date: 09.24.25

Bidders Signature: Steven L. Diede, President
Authorized Agent

END OF SECTION

SECTION 004561
SITE VISIT AFFIDAVIT

(To be submitted with bid)

NAME OF PROJECT: **WQCF BREAKROOM & OPERATOR CONTROL ROOM REMODEL**

State of California

County of San Joaquin

Steven L. Diede, being first duly sworn, deposes
(Printed Name of Contractor's Authorized Representative)

he or she is

President of Diede Construction Inc.,
(Title of Representative) (Bidder's Name)

the party making the bid, has visited the Site of the Work as described in the Contract Documents and has examined and familiarized themselves with the existing conditions, as well as all other conditions relating to the construction which will be performed. The submitting of a bid shall be considered an acknowledgement on the part of the Bidder of familiarity with conditions at the site of Work. The Bidder further acknowledges that the site examination has provided adequate and sufficient information related to existing conditions which may affect cost, progress or performance of the Work.

Signed this 24 day of September, 20 25.

_____
Authorized Signature

END OF SECTION

SECTION 004571
QUESTIONNAIRE

(To be submitted with bid)

In accordance with Government Code Section 14310.5, the bidder shall complete, under penalty of perjury, the following questionnaire:

QUESTIONNAIRE

1. Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of the law or a safety regulation?	YES____ NO✓
2. Has a contractor's license held by your firm and/or any owner, officer or partner of your firm been revoked at anytime in the last five years?	YES____ NO✓
3. Within the last five years, has a surety firm completed a contract on your firms behalf, or paid for completion of a contract to which your firm was a party, because your firm was considered to be in default or was terminated for cause by the project owner?	YES____ NO✓
4. At the time of submitting this questionnaire, is your firm ineligible to bid on or be awarded a public works contract, or perform as a contractor on a public works contract, pursuant to either California Labor Code Section 1777.1 (prevailing wage violations) or Labor Code Section 1777.7 (apprenticeship violations)?	YES____ NO✓
5. At any time in the last five years, has your firm, or any of its owners, officers or partners been convicted of a crime involving the awarding of a contract for a government/public construction project, or the bidding or performance of a government/public contract?	YES____ NO✓
6. Within the last five years, has your firm been assessed liquidated damages on any public contract?	YES____ NO✓
7. Within the last three years has your firm or representatives been debarred from bidding on, or completing any public works construction contract for any reason?	YES____ NO✓

8. Has CAL OSHA assessed penalties against your firm for any serious or willful violation occurring on a construction project at anytime in the last three years?	YES____ NO✓
9. In the past three years, have civil penalties or Notice of Complaint (letter of warning) been issued or assessed against your firm pursuant to California Labor Code 1777.7 for violation of California public works apprenticeship requirements by the California Division of Apprenticeship Standards (DAS)?	YES____ NO✓
10. In the past three years, has a public agency in California withheld contract payments or assessed penalties against your firm for violation of public works prevailing wage requirements?	YES____ NO✓
11. Has your firm been assessed penalties for violation of public works prevailing wage requirements by the DLSE (Labor Commissioner)?	YES____ NO✓
12. Does your firm have any pending complaints or investigations by a regulatory authority?	YES____ NO✓

I, the undersigned, certify and declare that I have read and understood the questionnaire. I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date 09.24.25 Signature Steven L. Diede, President

END OF SECTION

CITY OF MANTECA
WQCF BREAKROOM AND OPERATOR CONTROL ROOM REMODEL
CIP NO. 24047

ADDENDUM 1
DATED: August 28, 2025

I acknowledge receipt of Addendum No. 1.

Company Diede Construction Inc.

By: Steven L. Diede

Title: President

Address: P.O. Box 1007, Woodbridge, CA 95258

Date: 09.24.25

CITY OF MANTECA
WQCF BREAKROOM AND OPERATOR CONTROL ROOM REMODEL
CIP NO. 24047

ADDENDUM 2
DATED: September 11, 2025

I acknowledge receipt of Addendum No. 2.

Company	Diede Construction Inc.
By:	Steven L. Diede
Title:	President
Address:	P.O. Box 1007, Woodbridge, CA 95258
Date:	09.24.25

CITY OF MANTECA
WQCF BREAKROOM AND OPERATOR CONTROL ROOM REMODEL
CIP NO. 24047

ADDENDUM 3
DATED: September 11, 2025

I acknowledge receipt of Addendum No. 3.

Company Diede Construction Inc.

By: Steven L. Diede

Title: President

Address: P.O. Box 1007, Woodbridge, CA 95258

Date: 09.24.25

CITY OF MANTECA
WQCF BREAKROOM AND OPERATOR CONTROL ROOM REMODEL
CIP NO. 24047

ADDENDUM 4
DATED: September 16, 2025

I acknowledge receipt of Addendum No. 4.

Company	Diede Construction Inc.
By:	Steven L. Diede
Title:	President
Address:	P.O. Box 1007, Woodbridge, CA 95258
Date:	09.24.25

STATE OF CALIFORNIA

Contractors State License Board

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

DIEDE CONSTRUCTION INC

to engage in the business or act in the capacity of a contractor in the following classification(s):

A - GENERAL ENGINEERING CONTRACTOR
B - GENERAL BUILDING CONTRACTOR
C-2 - INSULATION AND ACOUSTICAL
C-8 - CONCRETE

Witness my hand and seal this day,

September 23, 2008

Issued December 4, 1991

CERTIFIED COPY

This license is the property of the Registrar of Contractors, is not transferrable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

Stephen P. Sands
Registrar of Contractors

632667

License Number

AUDIT NO: 452400

dca
DEPARTMENT OF CONSUMER AFFAIRS

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number 632667 Entity CORP

Business Name DIEDE CONSTRUCTION INC

Classification(s) A B C-2 C-8 C15 C39 ASB HAZ C61/D28 C27

Expiration Date 12/31/2025 www.csib.ca.gov

CSLB

COMMERCIAL INDUSTRIAL DESIGN BUILD

Diede Construction, inc.

CALIFORNIA
P.O. Box 1007
Woodbridge, CA. 95258
p: (209) 369-8255
f: (209) 368-0600

HAWAII
517 Ahui Street
Honolulu, HI. 96813
p: (808) 777-6290
f: (808) 777-6295

CA License No. 632669
HI License No. 30496

ABC Associated Builders and Contractors, Inc.
Accredited Quality Contractor

Diede Construction, Inc.

Diede Construction, Inc. (DDC)'s CA Contractor's License Number is 632667, and it expires on December 31, 2025.

Diede Construction, Inc. (DDC)'s DIR Registration No. is 1000002716, and it expires on June 30, 2027.

I state under penalty of perjury that the foregoing is true and correct.

Diede Construction, Inc.

Steven L. Diede, President

Authorization to Make Corrections

The DDC representative delivering this bid is authorized to make changes to the bid documents on behalf of DDC and place authorized initials at that change to the bid documents.

Diede Construction, Inc.

Steven L. Diede, President