BID# PW2700000013

STUDENT HOUSING PROJECT

BID DUE DATE

November 17, 2026 at 2:00 PM

PRE-BID CONFERENCE & JOB WALK

October 16, 2026 at 10:00 AM &
October 23, 2026 at 10:00 AM

CERRITOS COMMUNITY COLLEGE DISTRICT
PROCUREMENT AND CONTRACT SERVICES
11110 ALONDRA BOULEVARD
NORWALK, CA 90650-6203

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BID AND CONTRACT DOCUMENTS

FOR

BID No. PW2700000013

Student Housing Project

Bid Release Date: October 13, 2026

CERRITOS COMMUNITY COLLEGE DISTRICT
PROCUREMENT AND CONTRACT SERVICES
11110 ALONDRA BOULEVARD
NORWALK, CA 90650-6203

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DOCUMENT 00 11 16

NOTICE TO BIDDERS

The Cerritos Community College District ("District") will receive sealed bids for Bid No. PW2700000013, Student Housing Project, ("Project") no later than 2:00 PM on November 17, 2026 (the "Bid Deadline"), at the District, Construction Management Office, 11110 Alondra Blvd., Norwalk, CA 90650 (off Studebaker Road at Old Falcon Way, between the Health Science Building and the Metals Building, adjacent to parking lot 7 and parking lot 8). The Project consists of the Construction of a new student housing development consisting of five buildings, including three multi-story residential buildings and two single-story support buildings. The project includes student dwelling units, residential kitchens, lounges, dining facilities, administrative offices, laundry facilities, utility spaces, and associated site improvements as further described in the bid and contract documents ("District Documents"). Bidders shall review the District Documents for more complete information regarding the Project and submission of bids. The architect's/engineer's construction cost estimate for this Project, including any alternates, is $60,000,000.00.

District Documents may be obtained via the District's Online Portal on Planet Bids accessible through the Procurement & Contract Services Department's website at https://www.cerritos.edu/business-services/procurement/bids-and-proposals.htm.

A non-mandatory pre-bid meeting and job walk for prime contractors will be held on October 16, 2026 or on October 23, 2026, at 10:00 AM, at the District, Construction Management Office, 11110 Alondra Blvd., Norwalk, CA 90650 (off Studebaker Road at Old Falcon Way, between the Health Science Building and the Metals Building, adjacent to parking lot 7 and parking lot 8).

The deadline to submit a request for information is October 30, 2026.

A non-mandatory pre-bid web conference to review the Bid Documents with prime contractors bidding Bid Category #04: General Package will be held on Tuesday, October 20, 2026, at 10:00 AM https://bit.ly/4jHFMdN, via Microsoft TEAM's.

Bids must be submitted to the District on the District's bid forms. All bids must be addressed, sealed in an envelope, and received by the District no later than the Bid Deadline. All bids will be publicly opened immediately after the Bid Deadline. Bids received after the Bid Deadline shall be rejected. District reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received.

Bids shall be valid for sixty (60) days after the Bid Deadline. Bids must be accompanied by cash, a certified or cashier's check, or a bid bond in favor of the District in an amount not less than ten percent (10%) of the submitted total bid price. The successful bidder will be required to furnish a performance bond and a payment bond, each in the amount of one hundred percent (100%) of the total bid price in the manner described in the District Documents. Bidders shall comply with California Public Contract Code Section 4108 with respect to subcontractor bond requirements.

Required Prequalification: The following Bid Categories as noted below have been pre-approved through a prequalification process as approved by the Board of Trustees. Owner is not accepting any more prequalification for this bid. All scopes of work and subcontracted scopes of work (as it applies) must be performed by a contractor prequalified in that specific category and license classification.

Bidders shall possess one or more of the following California Contractor's license(s) at the time of the bid opening in order to perform the work: Reference Section 002113, Instructions to Bidders.

Bid Category	Description	License	Prequal Req's (Y/N)
BC 01	Demolition & Earthwork	A or	Y
		C12 & C21	N
BC 02	Landscape & Irrigation	C27	Y
BC 03	Low Voltage/Structured Cabling	C7	Y
BC 04	General Package	B	Y

Contractors wishing to bid on select trades as a Prime Contractor or as a Subcontractor to a Prime Contractor must have been previously formally pre-qualified by the District prior to release of this Notice. Subcontractors must possess the appropriate licenses for each specialty subcontracted. Certain trades must be prequalified. Please refer to the District's Procurement and Contract Services Department website for a list of these trades.

This Project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages. District has obtained the general prevailing rates, which will be on file with the District's Construction Manager and will be available to any interested party.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless registered and qualified to perform public work pursuant to Labor Code section 1725.5.

The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

CERRITOS COMMUNITY COLLEGE DISTRICT

By: Mark B. Logan, C.P.M., CPPO, C.P.M.
Director of Procurement and Contract Services

Published: October 13, 2026 & October 20, 2026

DOCUMENT 00 21 13

INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a Bid.

Cerritos Community College District ("District") will evaluate information submitted by the apparent low bidder and, if incomplete or unsatisfactory to District, Bidder's bid may be rejected at the sole discretion of District.

1. Bids are requested for a prime construction contract, or work described in general, for the following project ("Project"):

   Bid No. PW2700000013, Student Housing Project

2. District will receive sealed Bids from bidders as stipulated in the Notice to Bidders.

3. Bidders must submit Bids on the Bid Form and all other required District forms. Bids not submitted on the District's required forms shall be deemed non-responsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.

4. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid. Bidders must complete and submit all of the following documents with the Bid Form in the following order:

   a. 00 41 13 Bid Form
   b. 00 43 13 Bid Bond on the District's form or other security
   c. 00 43 36 Designated Subcontractor's List
   d. 00 45 01 Site-Visit Certification, if a site visit was required
   e. 00 45 19 Noncollusion Declaration
   f. 00 45 20 Acknowledgement of Local & Minority Participation
   g. 00 45 27 Telecommunications Questionnaire
   h. 00 45 46.11 Iran Contracting Act Certification00
   i. 45 46.13 Verification of Contractor and Subcontractors' DIR Registration

5. Bidders must submit with their Bids cash, a cashier's check or a certified check payable to District, or a Bid Bond by an admitted surety insurer of not less than ten percent (10%) of amount of base Bid, plus all additive alternates. If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District (Document 004313 Bid Bond). The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

6. If Bidder to whom the Project is awarded fails or neglects to enter into a written agreement ("Agreement") and submit required bonds, insurance certificates, and all other required documents, within SEVEN (7) calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into the Agreement, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Agreement would be extremely difficult and impractical to determine and

that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

7. Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total Bid. Failure to submit this list when required by law shall result in Bid being deemed non-responsive and the Bid will not be considered.

   a. Bidder must designate the name, address, license number and trade of ALL listed Subcontractors with the Bid Proposal. The listed Subcontractors' DIR registration number and the value of their trades or portions of the work must be submitted to the District within 24 hours after the public opening and reading of the Bids. The failure of any Bid Proposal to include all information required by the Subcontractors List will result in rejection of the Bid Proposal for non-responsiveness. Pursuant to Labor Code section 1725.5, all subcontractors (of any tier) performing work on this Project must be properly registered with DIR.

8. If a mandatory pre-bid conference and site visit ("Site Visit") is requested as referenced in the Notice to Bidders, then Bidders must submit the Site-Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.

9. Bidders shall submit the Noncollusion Declaration with their Bids. Bids submitted without the Noncollusion Declaration shall be deemed non-responsive and will not be considered.

10. Bids shall be clearly written without erasure or deletions. District reserves the right to reject any Bid containing erasures or deletions.

11. Bidders shall not modify the Bid Form or qualify their Bids. Bidders shall not submit to the District a scanned, re-typed, word-processed, or otherwise recreated version of the Bid Form or other District-provided document.

12. The Bidder and all Subcontractors under the Bidder shall pay all workers on all work performed pursuant to the Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Agreement, as determined by Director of the State of California Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at http://www.dir.ca.gov.

13. Reserved

14. In accordance with the provisions of California Public Contract Code §3300, the District requires that Bidders possess, at the time of submission of a Bid Proposal, at the time of award of a Contract for a Bid Package and at all times during the Work, the following classifications(s) of California Contractors License for each Bid Package, as set forth below. No payment shall be made for work, labor, materials or services provided under

the Contract for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed to perform the Work. Any Bidder not so duly and properly licensed shall be subject to all penalties imposed by law.

Required Prequalification: The following Bid Categories as noted below have been pre-approved through a prequalification process as approved by the Board of Trustees. Owner is not accepting any more prequalification for this bid. All scopes of work and subcontracted scopes of work (as it applies) must be performed by a contractor prequalified in that specific category and license classification.

2026 Prequalified Contractors

MDB General Engineering, Inc.
Spec Construction Co., Inc.
Lee & Stires, Inc.
DOJA, Inc.
Southern California Grading, Inc.
Ohno Construction Company
Salsbury Engineering, Inc.
Western Paving Contractors, Inc.
Resource Environmental, Inc.
T. Maus Grading & Paving Inc.
SJD&B, Inc.
Integrated Demolition & Remediation, Inc.
Advanced Geosolutions, Inc.

Earthwork & Paving (C-12)
Southern California Grading, Inc.
SJD&B, Inc.

Demolition (C-21)
Elite Earthworks and Engineering
Danny Ryan Precision Contracting
Integrated Demolition & Remediation, Inc.
GGG Demolition, Inc.
American Integrated Resources, Inc.

Concrete: Structural & Site (C-8)
K.A.R. Construction, Inc.
W.D. Gott Construction, Inc.
Spec construction Co., Inc.
Bravo Concrete Construction Services, Inc.
McGuire Contracting, Inc.
Robert Clapper Construction Companies, Inc.
Inland Building Construction Companies, Inc.
Site Utilities (C-36)
JPI Development Group
Verne's Plumbing, Inc.

Empyrean Plumbing, Inc.
Pro-Craft Construction, Inc.
Interpipe Contracting, Inc.
Kerns, Inc. A California Corporation
H.L. Moe Co., Inc.
Rivera Equipment
Crosby Plumbing
Fischer, Inc.
MPI-Miller Plumbing, Inc.
Suttles Plumbing & Mechanical Corp.
Bali Construction, Inc.

Electrical (C-10)
Ryan Electric, Inc.
GA Technical Services, Inc
Rancho Pacific Electric Construction, Inc.
RDM Electric Co., Inc
Mel Smith Electric, Inc.
M. Wilson Company Contractors, Inc.
Briggs Electric, Inc
Giant Power Systems
R.I.S. Electrical Contractors, Inc.
Daniels Electrical Construction Co., Inc.
Champion Electric Inc.
Southern California West Coast Electric
Sciens- AV Communication Division

Low Voltage (C-7)
GA Technical Services, Inc
Golden Star Technology, Inc.
Vector Resources, Inc. dba Vector USA
PCC Network Solutions
Telnet Voip, Inc
Avidex Industries, LLC
Sciens- AV Communication Division
Centerpoint Communications, Inc

Landscape & Irrigation (C-27)
American Landscape, Inc
Premier West Landscape, Inc.
Preferred Landscape, Inc.
Pierre Landscape, Inc.
Griffith Company
Marina Landscape, Inc.

General Package (B)
K.A.R. Construction, Inc
W.D. Gott Construction, Inc

KYA Services, LLC
Spec Construction, Co.
ATI Restoration, Inc.
Dalke & Sons Construction, Inc.
Bravo Concrete Construction Services, Inc.
Allison Mechanical, Inc.
2H Construction, Inc.
JR Universal Construction, Inc.
RVH Constructors, Inc.
Hart Design Build Inc.
Robert Clapper Construction Services, Inc
Archico Design Build
Inland Building Construction Companies, Inc
AMG & Associates, Inc
SJD&B, Inc

Casework (C-6)
Dennis Reeves, Inc
David M. Bertino Manufacturing, Inc
Stolo Cabinets, Inc.
Fremont Millwork Co.
K&Z Cabinets Co., Inc.

Metal Stud/Drywall (C-9)
Superior Wall Systems, Inc
Caston, Inc.
Mirage Builders, Inc.
Infinity Drywall Contracting, Inc.
Brady West Inc.

Sheet Metal Flashing & Trim (C-43)
Risher Sutherland, Inc.
Challenger Sheet Metal, Inc.
Exclusive Metal, Inc
Best Contracting, Inc.
Danny Letner Inc.

Structural Steel (C-51)
T&M Manufacturing, Inc.
Anderson Charnesky Structural Steel
Muhlhauser Steel, Inc
SCW Contracting Corporation

Prequalification is not Required: Except for the trades identified above, no District prequalification is required. General/Prime contractor may contract with trade contractors of their choice / most qualified to perform trades of work not subject to prequalification. General/Prime contractors must contract with trade contractors as listed above for all categories requiring prequalification.

License Requirements: Contractors must have one or more of the following licenses to bid as the prime bidder for a given bid category: (Refer to Document 00 11 16 – Notice To Bidders)

Bid Category	License(s)
Bid Category 01 – Demolition & Earthwork	A, C12, or C21
Bid Category 02 – Landscape & Irrigation	C27
Bid Category 03 – Low Voltage/Structured Cabling	C7
Bid Category 04 – General Package	B

15. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

    a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

    b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;

    c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;

    d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to Bidder;

    e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in the Agreement or in the performance thereof or in any portion of the profits thereof;

f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and the Agreement that it performed prior to bidding. Bidder under the Agreement is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.

g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.

(1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.

(2) As to any subsurface condition shown or indicated in the Contract Documents, Bidder may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for bidding or construction; nor is District responsible in any way for any conclusions or opinions of Bidder drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).

h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:

(1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and

(2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.

(3) These reports and drawings are <u>not</u> Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

(4) The more stringent scope shall apply.

16. Bidders may examine any available "as-built" drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of "as-built" drawings. The document entitled Existing Conditions applies to all supplied "as-built" drawings.

17. All questions about the meaning or intent of the Contract Documents are to be directed in writing to the District. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents. Questions received less than the deadline as referenced in 00 11 16 Notice to Bidders prior to the date for opening Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

18. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.

19. Each Bidder must acknowledge each Addendum in its Bid Form by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.

20. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Bidder's damages and/or claims related, in any way, to that Bidder's basing its bid on any requested substitution that the District has not approved. Bidders and materials suppliers who submit requests for substitutions prior to the award of the Project must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

    a. District must receive any request for substitution a minimum of TEN (10) calendar days prior to bid opening.

    b. Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.

    c. Approved substitutions shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.

    d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.

21. All Bids must be sealed, and marked with name and address of the Bidder and the Project Number, Bid number, Bid package, and time of bid opening. Bids will be received as indicated in the Notice to Bidders.

    a. Mark envelopes with the name of the Project.

    b. Bids must be submitted to the Construction Management Office, 11110 Alondra Blvd., Norwalk, CA 90650 (off Studebaker Road at Old Falcon

Way, between the Health Science Building and the Metals Building, adjacent to parking lot 7 and parking lot 8) by date and time shown in the Notice to Bidders.

c. Bids must contain all documents as required herein.

22. Bids will be opened at or after the time indicated for receipt of bids.

23. The Agreement may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Agreement and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.

24. The District shall award the Project, if it awards it at all, to the lowest responsive responsible bidder based on the Total Base Bid. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Project by lot.

25. Time for Completion: District may issue a Notice to Proceed within THREE (3) months from the date of the Notice of Award. Once Bidder has received the Notice to Proceed, Bidder shall complete the Work within the period of time indicated in the Contract Documents.

a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this three (3) month period, it is expressly understood that with reasonable notice to the Bidder, the District may postpone issuing the Notice to Proceed.

b. It is further expressly understood by Bidder that Bidder shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed beyond a three (3) month period. If the Bidder believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Bidder, the Bidder may terminate the Agreement. Bidder's termination due to a postponement beyond this three (3) month period shall be by written notice to District within TEN (10) calendar days after receipt by Bidder of District's notice of postponement.

c. It is further understood by the Bidder that in the event that Bidder terminates the Agreement as a result of postponement by the District, the District shall only be obligated to pay Bidder for the Work that Bidder had performed at the time of notification of postponement and which the District had in writing authorized Bidder to perform prior to issuing a Notice to Proceed.

d. Should the Bidder terminate the Agreement as a result of a notice of postponement, District shall have the authority to award the Agreement to the next lowest responsive responsible bidder.

26. The Bidder to whom the Project is awarded shall execute and submit the following documents by 5:00 p.m. of the SEVENTH (7TH) calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.

a. Agreement: To be executed by successful Bidder. Submit four (4) copies, each bearing an original signature.

b. Escrow of Bid Documentation: This must include all required documentation. See the document Escrow of Bid Documentation for more information.

c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

d. Payment Bond (100%) (Bidder's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.

e. Insurance Certificates and Endorsements as required.

f. Workers' Compensation Certification.

g. Prevailing Wage and Related Labor Requirements Certification.

h. Acknowledgement of Local and Minority Participation

27. Bid Protests: Any bid protest by any bidder regarding any other bid received must be submitted in writing to the District's Procurement and Contract Services Department, Director of Procurement and Contract Services before 4:30 p.m. within three (3) business days following bid opening, provided that each and all of the following are complied with:

a. Only a bidder who has actually submitted a bid, and who could be awarded a contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder.

b. The written bid protest shall set forth, in detail, all grounds for the bid protest, including, without limitation, all facts, supporting documentation, legal authorities, and arguments in support of the grounds for the bid protest. Any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming with the foregoing shall be rejected by the District as invalid. Materials or information submitted after the bid protest deadline will not be considered.

c. The bidder's protest must refer to the specific portions of all documents that form the basis for the protest.

d. The bidder's protest must include the legal name, address, and license number of the company submitting the bid protest, as well as the telephone number, fax number, and email address of the person representing the protesting party.

e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the bidder's protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award of contract depending upon the outcome of the protest.

f. Provided that a bid protest is filed in strict conformity with the foregoing, the Director of Procurement and Contract Services or designee shall review and evaluate the basis of the bid protest. The Director of Purchasing or designee shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest.

g. A bidder may appeal the decision of the Director of Procurement and Contract Services or designee to the Vice President of Business Services within three (3) business days of notification thereof. The bidder's appeal shall conform to the requirements as noted in Items a through e above. Any appeal not conforming with the foregoing shall be rejected by the District as invalid.

h. Provided that a bidder's appeal to the District's decision is filed in strict conformity with the foregoing, the Vice President of Business Services shall review and evaluate the basis for the bidder's appeal. The Vice President of Business Services shall provide the bidder submitting the appeal a written statement concurring with or rescinding the District's determination of the bidder's bid protest, which shall be a final determination of the District.

i. The procedure and time limits set forth in this procedure are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing a Government Code claim or legal proceedings.

j. The rendition of written statements by the District to adopt, modify, or reject the disposition of the bid protest or appeals reflected in such written statements shall be the expressed conditions precedent to the District of any legal or equitable proceedings relative to the bidding process, the District's award of a contract, the District's disposition of any bid protest, or the District's decision to reject all bids. In the event that any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party (ies) shall recover from the other party (ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom.

28. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive inconsequential deviations not involving price, time, or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.

29. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of numerals or figures.

30. Prior to the award of the Project, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.

31. Local and Minority Participation: The Bidder acknowledges that the District is interested in seeking participation from local and minority businesses in Measure CC and Measure G projects. Please see below a list of local business communities and minority groups:

Artesia	La Mirada	Whittier
Bellflower	Long Beach	
Bell Gardens	Norwalk	
Cerritos	Paramount	
Downey	Santa Fe Springs	
Hawaiian Gardens	Signal Hill	
Lakewood	South Gate	

SBE – Small Business Enterprise

DBE – Disadvantaged Business Enterprise
MBE – Minority Business Enterprise
WBE – Women Business Enterprise
DVBE – Disabled Veteran Business Enterprise

The Acknowledgement of Local and Minority Participation must be included with your Bid Proposal.

32. DIR Registration of Contractor and Subcontractors. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in the Labor Code, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

33. This Project is a public works project as defined in Labor Code section 1720. Each contractor bidding on this Project and all subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. For more information and up to date requirements, contractors are recommended to periodically review the DIR's website at www.dir.ca.gov. Contractor shall be solely responsible for ensuring compliance with Labor Code section 1725.5 as well as any requirements implemented by DIR applicable to its services or its subcontractors throughout the term of the Agreement and in no event shall contractor be granted increased payment from the District or any time extensions to complete the Project as a result of contractor's efforts to maintain compliance with the Labor Code or any requirements implemented by the DIR. Failure to comply with these requirements shall be deemed a material breach of this Agreement and grounds for termination for cause. The contractor and all subcontractors shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. The District reserves the right to withhold contract payments if the District is notified, or determines as the result of its own investigation, that contractor is in violation of any of the requirements set forth in Labor Code section 1720 et seq. at no penalty or cost to the District. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

34. Bidders shall submit the Verification of Contractor and Subcontractors' DIR Registration Form with their Bids, and Bids submitted without this Form shall be deemed non-responsive and will not be considered

35. EMS / EMS Controls are to be Delta Controls furnished and installed by Southland in order to integrate into the Campus Wide System per Campus Standards.

36. Fire Alarm & Mass Notification system(s) are to be Simplex furnished and installed by Johnson Controls in order to integrate into the Campus Wide System per Campus Standards.

END OF DOCUMENT

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DOCUMENT 00 31 32

GEOTECHNICAL DATA

1. Summary

This document describes geotechnical data at or near the Project that is in the District's possession available for Contractor's review, and use of data resulting from various investigations. This document is not part of the Contract Documents. See General Conditions for definition(s) of terms used herein.

2. Geotechnical Reports

a. Geotechnical reports may have been prepared for and around the Site by soil investigation engineers hired by Cerritos Community College District ("District"), and its consultants, contractors, and tenants.

b. Geotechnical reports may be inspected at the District offices or the Construction Manager's offices, if any, and copies may be obtained at cost of reproduction and handling upon Bidder's agreement to pay for such copies. These reports are not part of the Contract Documents.

c. The reports and drawings of physical conditions that may relate to the Project are the following:

Geotechnical Investigation Report, July 5, 2024 (and updated July 21, 2025) prepared by Converse Consultants.

3. Use of Data

a. Geotechnical data were obtained only for use of District and its consultants, contractors, and tenants for planning and design and are not a part of Contract Documents.

b. Except as expressly set forth below, District does not warrant, and makes no representation regarding, the accuracy or thoroughness of any geotechnical data. Bidder represents and agrees that in submitting a Bid it is not relying on any geotechnical data supplied by District, except as specifically allowed below.

c. Under no circumstances shall District be deemed to make a warranty or representation of existing above ground conditions, as-built conditions, or other actual conditions verifiable by independent investigation. These conditions are verifiable by Contractor by the performance of its own independent investigation that Contractor should perform as a condition to bidding and Contractor must not and shall not rely on information supplied by District.

4. Limited Reliance Permitted on Certain Information

a. Reference is made herein for identification of:

Reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by District in preparation of the Contract Documents.

Drawings of physical conditions in or relating to existing subsurface structures

(except underground facilities) that are at or contiguous to the Site and have been utilized by District in preparation of the Contract Documents.

b. Bidder may rely upon the general accuracy of the "technical data" contained in the reports and drawings identified above, but only insofar as it relates to subsurface conditions, provided Bidder has conducted the independent investigation required pursuant to Instructions to Bidders, and discrepancies are not apparent. The term "technical data" in the referenced reports and drawings shall be limited as follows:

(1) The term "technical data" shall include actual reported depths, reported quantities, reported soil types, reported soil conditions, and reported material, equipment or structures that were encountered during subsurface exploration. The term "technical data" does not include, and Bidder may not rely upon, any other data, interpretations, opinions or information shown or indicated in such drawings or reports that otherwise relate to subsurface conditions or described structures.

(2) The term "technical data" shall not include the location of underground facilities.

(3) Bidder may not rely on the completeness of reports and drawings for the purposes of bidding or construction. Bidder may rely upon the general accuracy of the "technical data" contained in such reports or drawings.

(4) Bidder is solely responsible for any interpretation or conclusion drawn from any "technical data" or any other data, interpretations, opinions, or information provided in the identified reports and drawings.

5. Investigations/Site Examinations

a. Before submitting a Bid, each Bidder is responsible for conducting or obtaining any 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, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or that Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of Contract Documents.

b. On request, District will provide each Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies, as each Bidder deems necessary for submission of a Bid. Bidders must fill all holes and clean up and restore the Site to its former condition upon completion of its explorations, investigations, tests, and studies. Such investigations and Site examinations may be performed during any and all Site visits indicated in the Notice to Bidders and only under the provisions of the Contract Documents, including, but not limited to, proof of insurance and obligation to indemnify against claims arising from such work, and District's prior approval.

END OF DOCUMENT

DOCUMENT 00 41 13

BID FORM

To: Governing Board of the Cerritos Community College District ("District")

From: _____
(Proper Name of Bidder)

PROJECT: Bid No. PW2700000013, Student Housing Project

The undersigned declares that the Contract Documents including, without limitation, the Notice to Bidders and the Instructions to Bidders have been read and agrees and proposes to furnish all necessary labor, materials, equipment, and services to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. PW2700000013, Student Housing Project ("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes and mark up included:

Bid Category: _____ (If Applicable)

A. Base Bid:

Amount: $ _____

Written: _____ Dollars

B. Allowance:

Amount: $ _____

Written: _____ Dollars

Total Base Bid Amount (A+B):

Amount: $ _____

Written: _____ Dollars

NOTE: Total Base Bid Amount shall include an allowance [If applicable, refer to your respective Bid Category's Scope of Work], which will be used as approved by the District Representative. The Bidder confirms that it has checked all the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any errors or omissions on the part of the undersigned in preparing and submitting this Bid Form.

Additive/Deductive Alternates: (NONE)

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

1. Unit Prices. (NOT APPLICABLE)

2. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Bid, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Bid, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

3. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.

4. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.

5. The liquidated damages clause of the Supplemental General Conditions and Agreement is hereby acknowledged.

6. The undersigned acknowledges that [Five percent (5%)] retention is required for this Project per Board resolution and agrees thereto.

7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of sixty (60) days.

8. The following documents are attached hereto and in the following order:

- 004313 - Bid Bond on the District's form or other security
- 004336 - Designated Subcontractors List
- 004501 - Site-Visit Certification, if a site visit was required
- 004519 - Noncollusion Declaration
- 004527 - Telecommunication Questionnaire
- 004520 - Acknowledgement of Local & Minority Participation
- 004546.13 - Verification of Contractor and Subcontractors' DIR Registration

9. Receipt and acceptance of the following addenda is hereby acknowledged:

No.___, Dated _____	No.___, Dated _____
No.___, Dated _____	No.___, Dated _____
No.___, Dated _____	No.___, Dated _____

10. The undersigned hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

11. The Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions

existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

12. 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 Work with respect to such hazards.

13. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

14. The undersigned Bidder certifies that it is, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ___

Name of Bidder _____

Type of Entity [Corp., LLC, etc.] _____

Signature of Bidder _____

Name & Title of Signer _____

Address of Bidder _____

Taxpayer's Identification No. of Bidder _____

Telephone Number _____

Fax Number _____

E-mail _____ Web page _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Contractor's DIR Registration No.: _____

If Bidder is a corporation, affix corporate seal.

Name of Corporation: _____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

END OF DOCUMENT

DOCUMENT 00 43 13

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____ as Principal ("Principal"),

and _____ as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of _____ and authorized to do business as a surety in the State of California, are held and firmly bound unto the Cerritos Community College District ("District") of Los Angeles County, State of California as Obligee, in the sum of

_____ Dollars ($ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid;

NOW, THEREFORE, if the Principal is awarded the Project and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract ("Agreement"), in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the Agreement and to file the required performance and labor and material bonds, and to meet all other conditions to the Agreement between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Agreement within seven (7) days of the date of the District's Notice of Award to Principal.

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

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the _____ day of _____, 20___.

(Affix Corporate Seal)

_____
Principal

_____
By

(Affix Corporate Seal)

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT: Bid No. PW2700000013 Student Housing Project

Bidder Qualifications: Bidders wishing to bid as a prime contractor and/or work on selected trades on this Project must have been previously pre-qualified by the Cerritos Community College District in one or more of the following categories:

Please refer to 00 21 13-Instructions to Bidder for a complete list of prequalified trades and certain sub trades.

Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (0.5%) of Bidder's total Bid and the kind of Work that each will perform. Furthermore, Bidder acknowledges and agrees that under Public Contract Code section 4100, et seq., if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law.

If alternate bids are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Bid, including alternates.

In case more than one subcontractor is named for the same kind of Work, state the portion of Work that each subcontractor will perform.

Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project.

Bidder shall have twenty four (24) hours to submit the remaining subcontractor list after the public opening of the bid pursuant to Public Contract Code section 4104.

Subcontractor Name:*	Location:*
Portion of Work:*	
Contractor's License No:*	
Bid Amount:	
DIR Registration No:	
Subcontractor Name:*	Location:*
Portion of Work:*	
Contractor's License No:*	
Bid Amount:	
DIR Registration No:	
Subcontractor Name:*	Location:*
Portion of Work:*	
Contractor's License No:*	
Bid Amount:	
DIR Registration No:	
Subcontractor Name:*	Location:*
Portion of Work:*	
Contractor's License No:*	
Bid Amount:	
DIR Registration No:	
Subcontractor Name:*	Location:*
Portion of Work:*	
Contractor's License No:*	
Bid Amount:	
DIR Registration No:	
Subcontractor Name:*	Location:*
Portion of Work:*	
Contractor's License No:*	
Bid Amount:	
DIR Registration No:	

Subcontractor Name:*	Location:*
Portion of Work:*	
Contractor's License No:*	
Bid Amount:	
DIR Registration No:	
Subcontractor Name:*	Location:*
Portion of Work:*	
Contractor's License No:*	
Bid Amount:	
DIR Registration No:	
Subcontractor Name:*	Location:*
Portion of Work:*	
Contractor's License No:*	
Bid Amount:	
DIR Registration No:	
Subcontractor Name:*	Location:*
Portion of Work:*	
Contractor's License No:*	
Bid Amount:	
DIR Registration No:	
Subcontractor Name:*	Location:*
Portion of Work:*	
Contractor's License No:*	
Bid Amount:	
DIR Registration No:	

Subcontractor Name:*	Location:*
Portion of Work:*	
Contractor's License No:*	
Bid Amount:	
DIR Registration No:	
This form must be executed and returned with bid proposal even if no subcontractors are listed: Date:	
Proper Name of Bidder:	
Signature:	
Print Name:	
Title:	

* This information must be provided at the time of submission of bid.

Remaining information must be provided within 24 hours after the time set for the opening of bids. Bidders who choose to provide this information within 24 hours after the time set for the opening of bids are solely responsible to ensure the District receives this information in a timely manner. The District is not responsible for any problems or delays associated with emails, faxes, delivery, etc. Absent a verified fax or email receipt date and time by the District, the District's determination of whether the information was received timely shall govern and be determinative. Bidder shall not revise or amend any other information in this form submitted at the time of bid. The information submitted at the time of bid shall govern over any conflicts, discrepancies, ambiguities, or other differences in any subsequent Designated Subcontractors List submitted by the bidder.

END OF DOCUMENT

DOCUMENT 00 45 01

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: Bid No. PW2700000013, Student Housing Project

Check option that applies:

_____ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Cerritos Community College District, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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DOCUMENT 00 45 19

NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
Public Contract Code Section 7106

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid ("Bidder").

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

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

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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DOCUMENT 00 45 20

Acknowledgment of Local and Minority Participation

Cerritos College has a desire to use local and minority participation in Measure CC projects. Please indicate below how many vendors/companies/workers are included in this Bid Proposal.

Artesia	☐	____	La Mirada	☐	____
Bellflower	☐	____	Long Beach	☐	____
Bell Gardens	☐	____	Norwalk	☐	____
Cerritos	☐	____	Paramount	☐	____
Downey	☐	____	Santa Fe Springs	☐	____
Hawaiian Gardens	☐	____	Signal Hill	☐	____
Lakewood	☐	____	South Gate	☐	____
			Whittier	☐	_____

SBE – Small Business Enterprise	☐
DBE – Disadvantaged Business Enterprise	☐
MBE – Minority Business Enterprise	☐
WBE – Women Business Enterprise	☐
DVBE – Disabled Veteran Business Enterprise	☐
Other _____	☐

The undersigned Bidder acknowledges its receipt and review of the Acknowledgment of Local and Minority Participation and acknowledges the District's desire to use local and minority participation on all projects.

By: _____

_____
(Typed or Printed Name)

Title: _____

Company: _____

This Form is to be included with the Bid Proposal

END OF DOCUMENT

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DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Cerritos Community College District ("District") and _____ ("Bidder") ("Project").

Labor Code section 3700, in relevant part, provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
>
> b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Project.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, the above Certificate must be signed and filed with the awarding body prior to performing any Work under this Project.)

END OF DOCUMENT

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DOCUMENT 00 45 27

TELECOMMUNICATIONS CONTRACTOR QUESTIONNAIRE
(To be completed by Contractor performing AV/IT Work)

	FIBER	
1.	What type of Contractor's license does the company have? ***Provide a copy of current license.***	C7 / Other _____
2.	How long has the Contractor been in the structured cable installation business? How long has the Contractor operated in California? ***Provide documentation.***	7 yrs. / Other _____ 5 yrs. / Other_____
3.	Is the Contractor a current BICSI Corporate Member? ***Provide copy of BICSI Corporate.***	Yes / No
4.	Does the Contractor have experience installing OSP fiber backbone cable?	Yes / No
5.	Does the Contractor Representative have training and experience installing fire-stop systems through fire-rated walls? ***Provide industry or manufacturer's fire stop systems certification.***	Yes / No
6.	Is the Technician that will be working in underground vaults Confined Space Certified? ***Provide copy of certification.***	Yes / No
7.	Does the Contractor own the confined space equipment necessary to safely work in underground vaults? ***Provide calibration certificates showing Contractor name.***	Yes / No
8.	Will the Corning Cable Expert NPI (Network of Preferred Installers) member be performing the fiber testing? Is the Technician that will be performing the DSX certification testing, Fluke CCTT certified? ***Provide a copy of certifications.*** Has the Technician completed three (3) or more projects installing a complete Corning SD LAN system? One (1) of the three (3) projects must be within the last year.	Yes / No Yes / No Yes / No
9.	Does the Contractor own the test equipment specified to be used on this job? Is the test equipment within the calibration period recommended by the manufacturer? Is the test equipment firmware (software) regularly updated to the latest version available? ***Provide calibration certificates showing Contractor name.***	Yes / No Yes / No Yes / No
10.	Is the Contractor a Corning NPI (Network of Preferred Installers) member? Has this certification been held for at least the past two years? ***Provide a copy of Corning certifications.***	Yes / No Yes / No
11.	Has the Contractor installed at least three Corning Cable Systems certified OSP fiber backbone systems?	Yes / No

Are any of these installations in a California Community College or University? ***Provide project names, dates and contact information.***	Yes / No
12. Does this installation require pre-registration with manufacturers for warranty?	Yes / No
* References for these questions may be the same customer / multiple projects.	
Low Voltage	
1. What type of Contractor's license does the company have? ***Provide a copy of current license.***	C7 / Other _____
2. How long has the Contractor been in the structured cable installation business? How long has the Contractor operated in California? ***Provide documentation.***	7 yrs. / Other _____ 5 yrs. / Other_____
3. Is the Contractor a current BICSI Corporate Member? ***Provide copy of BICSI Corporate.***	Yes / No
4. Does the Contractor have experience installing Category 6A cabling systems? Does the Contractor have experience installing OSP fiber backbone cable?	Yes / No Yes / No
5. Does the Contractor Representative have training and experience installing fire-stop systems through fire-rated walls? ***Provide industry or manufacturer's fire stop systems certification.***	Yes / No
6. Is the Technician that will be working in underground vaults Confined Space Certified? ***Provide copy of certification.***	Yes / No
7. Does the Contractor own the confined space equipment necessary to safely work in underground vaults? ***Provide calibration certificates showing Contractor name.***	Yes / No
8. Is the Technician that will be performing the DSX certification testing, Fluke CCTT certified? ***Provide a copy of certification.***	Yes / No
9. Does the Contractor own the DSX test equipment specified to be used on this job? Is the DSX test equipment within the calibration period recommended by the manufacturer? Is the DSX test equipment firmware (software) regularly updated to the latest version available? ***Provide calibration certificates showing Contractor name.***	Yes / No Yes / No Yes / No
10. Is the Contractor a Leviton Certified Contractor ?	Yes / No

	Has this Leviton certification been held for at least the past five years? Has the Contractor undergone Leviton Certified installation training? ***Provide a copy of Leviton certifications. (All certificates will be verified for authenticity with Leviton)***	Yes / No Yes / No
11.	Has the Contractor installed at least five certified Category 6A cabling systems outside of a data center (i.e. IDF to multiple rooms within a building)? Are at least three of these jobs non-data center Leviton certified installations? ****Provide project names, dates and contact information.***	Yes / No Yes / No
12.	Does this installation require pre-registration with manufacturers for warranty?	Yes / No
	* References for these questions may be the same customer / multiple projects.	
	AUDIO VISUAL	
1.	What type of Contractor's license does the company have? ***Provide a copy of current license.***	C7 / Other _____
2.	How long has the Contractor been in the structured cable installation business? How long has the Contractor operated in California? ***Provide documentation.***	7 yrs. / Other _____ 5 yrs. / Other_____
3.	Is the Contractor a current BICSI Corporate Member? ***Provide copy of BICSI Corporate.***	Yes / No
4.	Does the Contractor have experience installing Category 6A cabling systems? Does the Contractor have experience installing OSP fiber backbone cable?	Yes / No Yes / No
5.	Does the Contractor Representative have training and experience installing fire-stop systems through fire-rated walls? ***Provide industry or manufacturer's fire stop systems certification.***	Yes / No
6.	Is the Technician that will be working in underground vaults Confined Space Certified? ***Provide copy of certification.***	Yes / No
7.	Does the Contractor own the confined space equipment necessary to safely work in underground vaults? ***Provide calibration certificates showing Contractor name.***	Yes / No
8.	Is the Technician that will be performing the DSX certification testing, Fluke CCTT certified?? ***Provide a copy of certification.***	Yes / No
9.	Does the Contractor own the DSX test equipment specified to be used on this job? Is the DSX test equipment within the calibration period recommended by the manufacturer?	Yes / No Yes / No Yes / No

Is the DSX test equipment firmware (software) regularly updated to the latest version available? ***Provide calibration certificates showing Contractor name.***	
13. Is the Contractor a Leviton Certified Contractor ? Has this certification been held for at least the past five years? Has the Contractor undergone Leviton Certified installation training? ***Provide a copy of Leviton certifications. (All certificates will be verified for authenticity with Leviton).***	Yes / No Yes / No Yes / No
10. Has the Contractor installed at least five certified Category 6A cabling systems outside of a data center (i.e. IDF to multiple rooms within a building)? Are at least three of these jobs non-data center Leviton Extreme 6A certified installations? ****Provide project names, dates and contact information.***	Yes / No Yes / No
11. Does this installation require pre-registration with manufacturers for warranty?	Yes / No
* References for these questions may be the same customer / multiple projects.	
SECURITY CAMERAS	
1. What type of Contractor's license does the company have? ***Provide a copy of current license.***	C7 / Other _____
2. How long has the Contractor been in the structured cable installation business? How long has the Contractor operated in California? ***Provide documentation.***	7 yrs. / Other _____ 5 yrs. / Other_____
3. Is the Contractor a current BICSI Corporate Member? ***Provide copy of BICSI Corporate.***	Yes / No
4. Does the Contractor have experience installing Category 6A cabling systems? Does the Contractor have experience installing OSP fiber backbone cable?	Yes / No Yes / No
5. Does the Contractor Representative have training and experience installing fire-stop systems through fire-rated walls? ***Provide industry or manufacturer's fire stop systems certification.***	Yes / No
6. Is the Technician that will be working in underground vaults Confined Space Certified? ***Provide copy of certification.***	Yes / No
7. Does the Contractor own the confined space equipment necessary to safely work in underground vaults? ***Provide calibration certificates showing Contractor name.***	Yes / No
8. Is the Technician that will be performing the testing Fluke DSX certified? ***Provide a copy of certification.***	Yes / No

9. Does the Contractor own the test equipment specified to be used on this job? Is the test equipment within the calibration period recommended by the manufacturer? Is the test equipment firmware (software) regularly updated to the latest version available? ***Provide calibration certificates showing Contractor name.***	Yes / No Yes / No Yes / No
14. Is the Contractor a Leviton Certified Contractor ? Has this certification been held for at least the past five years? Has the Contractor undergone Leviton Certified installation training? ****Provide a copy of Leviton certifications. (All certificates will be verified for authenticity with Leviton)***	Yes / No Yes / No Yes / No
12. Has the Contractor installed at least five certified Category 6A cabling systems outside of a data center (i.e. IDF to multiple rooms within a building)? Are at least three of these jobs non-data center Leviton Extreme 6A certified installations? ****Provide project names, dates and contact information.***	Yes / No Yes / No
10. Does this installation require pre-registration with manufacturers for warranty?	Yes / No
* References for these questions may be the same customer / multiple projects.	

Submit this section and documentation required to verify answers to the above questions with your proposal.

Completed by _____

Print Name _____

Print Title _____

Date _____

DOCUMENT 00 45 46.01

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Cerritos Community College District ("District") and _____ ("Bidder") ("Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

I hereby certify that Bidder and all subcontractors of any tier will be properly registered with the Department of Industrial Relations in accordance with Labor Code section 1725.5 at all times during performance of the Work.

I hereby certify that Bidder and all subcontractors (of any tier) shall furnish certified payroll records as required pursuant Labor Code section 1776 directly to the Labor Commissioner in accordance with Labor Code section 1771.4 on at least on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner.

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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DOCUMENT 00 45 46.03

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between _____ Cerritos Community College District ("District") and _____ _____ ("Bidder") ("Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990 ("Act"). The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public community college district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

Bidder shall certify that it will provide a drug-free workplace by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:

   (1) The dangers of drug abuse in the workplace.
   (2) The person's or organization's policy of maintaining a drug-free workplace.
   (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
   (4) The penalties that may be imposed upon employees for drug abuse violations.

c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355,

that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DOCUMENT 00 45 46.05

HAZARDOUS MATERIALS CERTIFICATION (If Applicable)

PROJECT/CONTRACT NO.: _____ ("Project") between Cerritos Community College District ("District") and _____ _____ ("Contractor").

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.

4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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DOCUMENT 00 45 46.07

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ ("Project") between Cerritos Community College District ("District") and _____ _____ ("Contractor").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of:	□ Delivery Firm/Transporter	□ Supplier	□ Manufacturer
	□ Wholesaler	□ Broker	□ Retailer
	□ Distributor	□ Other _____	
Type of Entity	□ Corporation	□ General Partnership	
	□ Limited Partnership	□ Limited Liability Company	
	□ Sole Proprietorship	□ Other _____	

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

_____

_____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

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DOCUMENT 00 45 46.11

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208) (If Applicable)

PROJECT/CONTRACT NO.: _____ between Cerritos Community College District ("District") and _____ ("Contractor" or "Bidder") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of $1,000,000 or more to the District, the Bidder must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 – THIS PROJECT IS LESS THAN $1,000,000. THIS CERTIFICATION IS N/A.

OPTION #2 - CERTIFICATION

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

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

OPTION #3 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

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

END OF DOCUMENT

00 45 46.13

VERIFICATION OF CONTRACTOR AND SUBCONTRACTORS' DIR REGISTRATION

I am the _____ of ("Bidder") _____ submitting the
(Title/Position) (Bidder Name)

accompanying Bid for the work described as _____.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").

2. The Bidder's DIR Registration Number is: _____. The expiration date of the Bidder's DIR Registration is June 30, 20____.

3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.

4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.

5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid of the Bidder is currently a DIR registered contractor.

6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' List or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.

7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.

8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid is subject to rejection for non-responsiveness.

9. I have personal first hand-knowledge of all of the foregoing.

I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this _____ day of _____, 20____ at _____
(City and State)

_____
(Signature)

_____
(Name, typed or printed)

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CERRITOS COLLEGE

PROJECT: Student Housing Project BID NO: PW2700000013

DATE OF CONTRACT: [DATE OF CONTRACT] CONTRACT NO: PW##########

BID CATEGORY: [## – BID CATEGORY NAME]

DOLLAR VALUE: $[CONTRACT AMOUNT]

LIQUIDATED DAMAGES: $[AMOUNT] Per Activity Per Day

CONTRACTOR: [CONTRACTOR NAME]

TERM: [###] Calendar Days

TIME FOR COMPLETION: [###] consecutive calendar days

DRAFT

[CONTRACTOR NAME]

Address: [CONTRACTOR ADDRESS]

Phone: [CONTRACTOR PHONE]

FAX:

DRAFT

AGREEMENT FORM

This Agreement is made and entered into this [#th] day of [MONTH], [YEAR], by and between the Cerritos Community College District ("District") and [CONTRACTOR NAME] ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

1. The Work: Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

   PROJECT: Bid No. PW2700000013, STUDENT HOUSING PROJECT

   It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications, under the direction and supervision of, and subject to, the approval of the District or its authorized representative.

2. The Contract Documents: The complete Agreement consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

3. Interpretation of Contract Documents: Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 33 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. Time for Completion: It is hereby understood and agreed that the Work under this Project shall be completed within [SPELLED-OUT NUMBER] ([###]) consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

5. Coordination of Work: Should the Contractor fail to complete this Project, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. Liquidated Damages: Time is of the essence for all Work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain

and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of liquidated damages *per activity duration as indicated in 013200-1 Appendix A Construction Program Documentation per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work.*

It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause as hereinafter specified may extend the time of completion for a reasonable time as the District may grant. This provision does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

7. Loss Or Damage: The District and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the District and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

8. Insurance and Bonds: Contractor shall provide all required certificates of insurance, and payment and performance bonds as evidence thereof.

9. Execution of Work: If the Contractor should neglect to execute the Work properly or fail to perform any provisions of this Agreement, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

10. District Representatives: Contractor hereby acknowledges that the Architect(s), District's Agent, the Project Inspector(s), and the Division of the State Architect have authority to approve and/or stop work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

11. Assignment of Contract: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

12. Classification of Contractor's License: Contractor hereby acknowledges that it currently holds valid Type Class [LICENSE CLASSIFICATION(S)] Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

13. Payment of Prevailing Wages: The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Agreement not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code.

14. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE), and, at the discretion of the District, by the District's labor compliance program.

15. Contract Price: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

[SPELLED-OUT CONTRACT AMOUNT] Dollars ($[CONTRACT AMOUNT]),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

16. Severability: If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

CONTRACTOR:	DISTRICT:
[CONTRACTOR NAME]	Cerritos Community College District
By: _____	By: _____
Title: _____	Title: _____
Print Name: _____	Print Name: _____

NOTE: If the party executing this Agreement is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

DRAFT

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DRAFT

DOCUMENT 00 57 00

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION Public Contact Code Section 22300

(Note: Contractor must use this form.) *(Obtain the document from District Representative)*

This Escrow Agreement ("Escrow Agreement") is made and entered into this _____ day of _____, 20___, by and between the Cerritos Community College District ("District"), whose address is _____ _____, California, and _____ ("Contractor"), whose address is _____, and _____ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is _____ _____.

For the consideration hereinafter set forth, District, Contractor, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the following:

   ☐ Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No. ___ _____entered into between District and Contractor for the _____ _____ Project, in the amount of _____ Dollars ($_____) dated, _____, 20_____, (the "Contract"); or

   ☐ On written request of Contractor, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

   When Contractor deposits the securities as a substitute for Contract earnings under subsection "(a)" above, Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between District and Contractor.

   Securities shall be held in name of Cerritos Community College District, and shall designate Contractor as beneficial owner.

2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.

3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District may charge Contractor $_____ for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.

6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.

7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Contractor. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.

8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

9. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

_____
Title

_____
Name

_____
Signature

_____
Address

On behalf of Contractor:

_____
Title

_____
Name

_____
Signature

_____
Address

On behalf of Escrow Agent:

_____
Title

Name

Signature

Address

At the time of Escrow Account is opened, District and Contractor shall deliver to Escrow Agent a fully executed original of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

END OF DOCUMENT

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DOCUMENT 00 61 13.13

PERFORMANCE BOND
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Cerritos Community College District, ("District") and _____, ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ (Project Name)

("Contract") which Contract dated _____, 20___, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____ _____ DOLLARS ($_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and

- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

(Affix Corporate Seal)

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

DOCUMENT 00 61 13.16

PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Cerritos Community College District, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Bid No. PW2700000013, STUDENT HOUSING PROJECT (Project Name)

("Contract") which Contract dated _____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and_____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars ($_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20___.

(Affix Corporate Seal)

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

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GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFINITIONS

1.1. Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1. Adverse Weather: Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, (2) unanticipated, and (3) at the Project.

1.1.2. Approval, Approved, and/or Accepted: Refer to written authorization, unless stated otherwise.

1.1.3. Architect: The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the District's Architect on this Project or the Architect's authorized representative.

1.1.4. As-Built Drawings: Unless otherwise defined in the special conditions, reproducible blue line prints of drawings to be prepared on a monthly basis pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the preceding monthly submittal.

1.1.5. Bidder: A contractor who intends to provide a proposal to the District to perform the Work of this Contract.

1.1.6. Change Order: A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time.

1.1.7. Claim: A Dispute that remains unresolved at the conclusion of the all the applicable Dispute Resolution requirements provided herein.

1.1.8. [RESERVED]

1.1.9. Construction Change Directive: A written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work.

1.1.10. Construction Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Construction Manager is used on the Project that is the subject of this Contract, then all references to Construction Manager herein shall be read to refer to District.

1.1.11. Construction Schedule: The progress schedule of construction of the Project as provided by Contractor and approved by District.

1.1.12. Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the District and Contractor, identified as the Contract Documents. The Contract Documents consist of the following documents:

1.1.12.1. Notice to Bidders
1.1.12.2. Instructions to Bidders
1.1.12.3. Bid Form and Proposal
1.1.12.4. Bid Bond
1.1.12.5. Designated Subcontractors List
1.1.12.6. Site-Visit Certification
1.1.12.7. Noncollusion Declaration
1.1.12.8. Notice of Award
1.1.12.9. Notice to Proceed
1.1.12.10. Agreement
1.1.12.11. [RESERVED]
1.1.12.12. Escrow Agreement for Security Deposits in Lieu of Retention
1.1.12.13. Performance Bond
1.1.12.14. Payment Bond (Contractor's Labor & Material Bond)
1.1.12.15. General Conditions
1.1.12.16. Special Conditions (if applicable)
1.1.12.17. [RESERVED]
1.1.12.18. Hazardous Materials Procedures and Requirements
1.1.12.19. Workers' Compensation Certification
1.1.12.20. Prevailing Wage Certification
1.1.12.21. Disabled Veterans Business Enterprise Participation Certification (if applicable)
1.1.12.22. Drug-Free Workplace Certification
1.1.12.23. [RESERVED]
1.1.12.24. Hazardous Materials Certification
1.1.12.25. [RESERVED]
1.1.12.26. Imported Materials Certification
1.1.12.27. [RESERVED]
1.1.12.28. Iran Contracting Act Certification
1.1.12.29. Acknowledgement of Local and Minority Participation
1.1.12.30. Buy American Certification (if applicable)
1.1.12.31. Roofing Project Certification (if applicable)
1.1.12.32. Verification of Contractor and Subcontractors' DIR Registration
1.1.12.33. All Plans, Technical Specifications, and Drawings
1.1.12.34. Any and all addenda to any of the above documents
1.1.12.35. Any and all change orders or written modifications to the above documents if approved in writing by the District
1.1.12.36. Scope of Work Summary

1.1.13. Contract Price: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.14. Contract Time: The time period stated in the Agreement for the completion of the Work.

1.1.15. Contractor: The person or persons identified in the Agreement as contracting to perform the Work to be done under this Contract, or the legal representative of such a person or persons.

1.1.16. Daily Job Report(s): Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.

1.1.17. Day(s): Unless otherwise designated, day(s) means calendar day(s).

1.1.18. Dispute: A separate demand by Contractor for a time extension; payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or Contractor is not otherwise entitled to; or an amount of payment disputed by the District.

1.1.19. District: The public agency or the community college district for which the Work is performed. The governing board of the District or its designees will act for the District in all matters pertaining to the Contract. The District may, at any time,

1.1.19.1. Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to the District; and/or

1.1.19.2. Direct the Construction Manager or the Architect to communicate with or direct the Contractor on matters for which the Contract Documents indicate the District will communicate with or direct the Contractor.

1.1.20. Drawings (or "Plans"): The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

1.1.21. DSA: Division of the State Architect.

1.1.22. Force Account Directive: A process that may be used when the District and the Contractor cannot agree on a price for a specific portion of work or before the Contractor prepares a price for a specific portion of work and whereby the Contractor performs the work as indicated herein on a time and materials basis.

1.1.23. [RESERVED]

1.1.24. Municipal Separate Storm Sewer System (or "MS4"): A system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

1.1.25. Premises: The real property owned by the District on which the Site is located.

1.1.26. Product(s): New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.

1.1.27. Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

1.1.28. Project: The planned undertaking as provided for in the Contract Documents.

1.1.29. Project Inspector (or "Inspector"): The individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project.

1.1.30. Program Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the

District. If no Program Manager is designated for Project that is the subject of this Contract, then all references to Project Manager herein shall be read to refer to District.

1.1.31. Provide: Shall include "provide complete in place," that is, "furnish and install," and "provide complete and functioning as intended in place" unless specifically stated otherwise.

1.1.32. Qualified SWPPP Practitioners ("QSP"): certified personnel that attended a State Water Resources Control Board sponsored or approved training class and passed the qualifying exam.

1.1.33. Record Drawings: Unless otherwise defined in the Special Conditions, Reproducible drawings (or Plans) prepared pursuant to the requirements of the Contract Documents, that reflect all changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed upon completion of the Project.

1.1.34. Request for Information: A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems that have arisen under field conditions.

1.1.35. Request for Substitution for Specified Item: A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

1.1.36. Safety Orders: Written and/or verbal orders for construction issued by the California Division of Industrial Safety ("CalOSHA") or by the United States Occupational Safety and Health Administration ("OSHA").

1.1.37. Safety Plan: Contractor's safety plan specifically adapted for the Project. Contractor's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions and the Supplemental Conditions.

1.1.38. Samples: Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

1.1.39. Shop Drawings: All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

1.1.40. Site: The Project site as shown on the Drawings.

1.1.41. Specifications: That portion of the Contract Documents, Division 1 through Division 40, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.42. State: The State of California.

1.1.43. [RESERVED]

1.1.44. Storm Water Pollution Prevention Plan (or "SWPPP"): A document which identifies sources and activities at a particular facility that may contribute pollutants to storm water and contains specific control measures and time frames to prevent or treat such pollutants.

1.1.45. Subcontractor: A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work of the Project.

1.1.46. Submittal Schedule: The schedule of submittals as provided by Contractor and approved by District.

1.1.47. Surety: The person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.48. Work: All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project.

1.2. Laws Concerning The Contract

Contract is subject to all provisions of the Constitution and laws of California and the United States governing, controlling, or affecting District, or the property, funds, operations, or powers of District, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

1.3. No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

1.4. No Assignment

Contractor shall not assign this Contract or any part thereof including, without limitation, any services or money to become due hereunder without the prior written consent of the District. Assignment without District's prior written consent shall be null and void. Any assignment of money due or to be come due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by District in accordance with this Contract. Contractor shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the District.

1.5. Notice And Service Thereof

1.5.1. Any notice from one party to the other or otherwise under Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of that party. Any notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

1.5.1.1. If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

1.5.1.2. If notice is given by overnight delivery service, it shall be considered delivered on (1) day after date deposited, as indicated by the delivery service.

1.5.1.3. If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date.

1.5.1.4. If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

1.6. No Waiver

The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the District, Architect, Program Manager or Construction Manager shall constitute a waiver of any right or duty afforded the District under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.7. Substitutions For Specified Items

Unless the Special Conditions contain different provisions, Contractor shall not substitute different items for any items identified in the Contract Documents without prior written approval of the District.

1.8. Materials and Work

1.8.1. Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete this Contract within the Contract Time.

1.8.2. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted or specified, and workmanship shall be of good quality.

1.8.3. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected as required.

1.8.4. For all materials and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

1.8.5. Contractor shall, after award of Contract by District and after relevant submittals have been approved, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Contractor shall, upon demand from District, present documentary evidence showing that orders have been placed.

1.8.6. District reserves the right but has no obligation, for any neglect in complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the Work may be completed at the date specified in the Agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Contractor or withheld from payment(s) to Contractor.

1.8.7. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may

install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.

1.8.7.1. If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of the Contractor, Contractor and Contractor's Surety shall promptly, on demand by District and at Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop payment notice to be released or discharged immediately therefrom.

1.8.7.2. If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or a claim based on a stop payment notice has been so released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract.

1.8.8. Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or any rights under any law permitting such protection or any rights under any law permitting such persons to look to funds due Contractor in hands of District (e.g., stop payment notices), and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

1.8.9. Title to new materials and/or equipment for the Work of this Contract and attendant liability for its protection and safety shall remain with Contractor until incorporated in the Work of this Contract and accepted by District. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work of this Contract. Contractor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to District or its authorized representative and shall, at the District's request, forward it to the District.

2. SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

2.1. Submittals defined.

2.1.1. Shop Drawings. The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents. The Contractor shall obtain and submit with shop drawings all seismic and other calculations and all product data from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work. As used herein, the term "manufactured" applies to standard units usually mass-produced and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings

shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

2.1.2. Samples. The term “samples” as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for, in the Specifications, and any other samples as may be required by the Architect to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

2.1.3. Contractor's Schedule for Submission of Shop Drawings. Contractor shall obtain and shall submit all required shop drawings, samples, etc., in accordance with Contractor's “Schedule for Submission of Shop Drawings and Samples” as required in the scheduling portion of the General Conditions or the Specifications with such promptness as to cause no delay in its own Work or in that of any other contractor or subcontractor but in no event later than ninety (90) days after the execution of the Contract. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule. Each Subcontractor shall submit all shop drawings, samples, and manufacturer's descriptive data for the review of the District, the Contractor, and the Architect through the Contractor. By submitting shop drawings, product data, samples, etc., the Contractor represents that it has determined and verified all materials, field measurements, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents, including the construction schedule. The submission of the shop drawings, product data, samples, etc., shall not deviate from the requirements of the Contract Documents including detailing and design intent which is specifically outlined in Contract Documents except as specifically authorized by the Architect or through an accepted substitution pursuant to Paragraph 2.4. All deviations from the Contract Documents shall be narratively described in a transmittal accompanying the shop drawings. However, shop drawings shall not be used as a means of requesting a substitution, the procedure for which is defined in Paragraph 2.4, “Substitutions.” Review by District and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings in accordance with the Contract Documents. Any submission, which in Architect's opinion is incomplete, contains errors, or has been checked superficially, will be returned un-reviewed by the Architect for resubmission by the Contractor. Contractor shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents and evidence Contractor's review through execution of the following stamp to be placed on each shop drawings:

> “The contractor has reviewed and approved the field dimensions and the construction criteria, and has also made written notation regarding any information in the shop drawings that does not conform to the contract documents. This shop drawing has been coordinated with all other shop drawings received to date by contractor and this duty of coordination has not been delegated to subcontractors, material suppliers, the Architect, or the engineers on this project.
>
> Signature of Contractor and date”

2.1.4. Extent of Review. In reviewing shop drawings, the Architect will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, samples, etc., for aesthetics and for conformance with the design concept of the Work and the information in the Contract Documents. The Architect's review shall neither be construed as a complete check which relieves the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the Work, coordination of the differing subcontractor trades and shop drawings and Work which is not indicated on the shop drawings at the time of submission of shop drawings. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on the submittals or Contract Documents. In no event shall changes to the Contract Documents be authorized by any shop drawing review actions of the Architect. No review action by the Architect or District, implicit or explicit, shall be interpreted to authorize changes to the requirements set forth in the Contract Documents. Changes to the Contract Documents shall only be authorized by a separate written change order or change directive.

2.2. Drawing Submission Procedure.

2.2.1.1. Transmittal Letter and Other Requirements. All shop drawings must be properly identified with the name of the Project and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Project and to the Specification section number for identification of each item clearly stating in narrative form, as well as “clouding” on the submissions, all qualifications, departures, or deviations from the Contract Documents. Shop drawings, for each section of the Work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor.

2.2.1.2. Copies Required. Each submittal shall include one (1) legible, reproducible sepia and five (5) legible prints of each drawing or schedule, table, cut sheet, etc., including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications, until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: (1) manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; (2) wiring diagrams and controls; (3) schedules; (4) all seismic calculations and other calculations; and (5) other pertinent information as required by the District or Architect.

2.2.1.3. Corrections. The Contractor shall make all corrections required by Architect and shall resubmit, as required by Architect, corrected copies of shop drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the Contractor.

2.2.1.4. Approval Prior to Commencement of Work. No portion of the Work requiring a shop drawing or sample submission or other submittal shall be commenced until the submission has been reviewed by Contractor and Architect and approved by Architect unless specifically directed in writing by the Architect. All such portions of the Work shall be in accordance with approved shop drawings and samples.

2.3. Sample Submissions Procedure.

2.3.1. Samples Required In case a considerable range of color, graining, texture, or other characteristics are anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics which will be present in the finished products; and products delivered or erected without submittal and approval of a full range of samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Project, the purpose for which the samples are submitted and the date, and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

2.3.2. Labels and Instructions. All samples of materials shall be supplied with the manufacturer's descriptive labels and application instructions.

2.3.3. Architect's Review. The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the timing for review and appropriate action in compliance with the Architect's (or District's) standard procedures.

2.3.4. Record Drawings and Annotated Specifications. The Contractor will prepare and maintain on a current basis an accurate and complete set of Record Drawings clearly showing all changes, revisions to specifications and substitutions during construction, including, without limitation, field changes and the final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features, and Annotated Specifications showing clearly all changes, revisions, and substitutions during construction. A copy of such Record Drawings in Autocad (or most current version required by OPSC)' and Annotated Specifications will be delivered to District in accordance with the Contractor's approved construction schedule. In case a specification allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the Record Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly. The Record Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect. On completion of the Work and prior to Application for Final Payment, the Contractor will provide one complete set of Record Drawings in Autocad (or most current version required by OPSC) and Annotated Specifications to the District, certifying them to be a complete and accurate reflection of the actual construction conditions of the Work.

2.3.5. Equipment Manuals. Contractor shall obtain and furnish three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in logical, sequential order, labeled, indexed, and placed in three-ring binders. At the completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Final Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in logical, sequential order, labeled, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the District through the Architect.

2.3.6. District's Property. All shop drawings, computer disks, annotated specifications, samples and other submittals shall become the District's property upon receipt by the District or Architect.

2.4. Substitutions.

2.4.1. One Product Specified Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific name, make, trade name, or catalog number, with or without the words “or equal,” such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words “or, equal.” Pursuant to Paragraph 2.4.3, the Contractor may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified (“Specified Item”) and will completely accomplish the purpose of the Contract Documents.

2.4.2. Products Specified which are Commercially Unavailable. If the Contractor fails to make a request for substitutions for products, prior to the submission of its bid, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item. The decision to grant this request is solely at the District's discretion. The written approval of the District, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. The District may condition its approval of the substitution upon the delivery to District of an extended warranty or other assurances of adequate performance of the substitution as well as an equitable deduction in the contract price should the substituted item cost less than the Specified Item. All risks of delay due the approval of a requested substitution by the DSA, or any other governmental agency having jurisdiction, shall be on the requesting party. All additional costs, all procurement and construction delays, and all costs for review by the Architect or its consultants shall be the responsibility of the Contractor and will be deducted from Contractor's pay request.

2.4.3. Substitution Request Form. Requests for substitutions of products, materials, or processes in place of a Specified Item must in writing on the District's Substitution Request Form (“Request Form”) at the time of submitting bids to the District, except as provided for in Paragraph 2.4.2.

The Request Form must be accompanied by evidence as to whether the proposed substitution:

1. Is equal in quality/service/ability to the Specified Item;
2. Will entail no changes in detail, construction, and scheduling of related work;
3. Will be acceptable in consideration of the required design and artistic effect;
4. Will provide no cost disadvantage to the District;
5. Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts; and
6. Will required no change of the construction schedule.

In completing the Request Form, the bidder must state, with respect to each requested substitution, whether the bidder will agree to provide the Specified Item in the event that the District denies the bidder's request for such requested substitution. In the event that the bidder has agreed in the Request Form to provide the Specified Item and the District denies the bidder's requested substitution for a Specified Item, the bidder shall provide the Specified Item without any additional cost or charge to the District.

After bids are opened, the apparent lowest bidder shall provide, within five (5) days of opening such bids, any and all Drawing, Specifications, samples, performance data, calculations, and other information, as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

After the District's receipt of such evidence by the bidder, the District will make its final decision as to whether the bidder's request for substitution for any Specified Items will be granted. The decision as to whether a proposed request for substitution is equal to a Specified Item shall be at the sole discretion of the District. Any request for substitution that is granted by the District shall be documented and processed through a Change Order. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the substitution. Any and all risks of delay due to approval by the DSA or any other governmental agency having jurisdiction shall be on the bidder.

If the Architect and District accept a proposed substitution, the Contractor agrees to pay for all engineering and design services, including, without limitation, compensation to the Architect and affected engineers for their required time to process such substitution through the Division of the State Architect, if required, and to make all changes and adjustments in materials or the work of all trades directly or indirectly affected by the substituted item or items at no cost to the District.

2.4.4. Substitution Request Form. Requests for substitutions of products, materials, or processes List of Manufacturers and Products Required. The Contractor shall require all Subcontractors to prepare and submit to the Contractor, within thirty (30) days of execution of the Subcontract, comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for the Contractor's or Architect's approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, required by the Contract Documents, but rather shall be considered as a base from which more detailed submittals shall be developed for final review by the Contractor and the Architect.

2.5. Deferred Approvals.

Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the Specifications. All deferred approvals shall be prepared by Contractor or Contractor's agent early enough so as to not delay the Project. Contractor is aware that Title 21 California Code of Regulations Section 17(g) and Title 24 California Code of Regulations Section 4-317 have specific requirements for deferred approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect's consultants shall be Contractor's.

3. ARCHITECT

3.1. The Architect shall represent the District during the Project and will observe the progress and quality of the Work on behalf of the District. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to insure the proper execution of the Contract.

3.2. Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.

3.3. Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.

3.4. Contractor shall provide District and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

4. CONSTRUCTION MANAGER

If a construction manager is used on this Project ("Construction Manager" or "CM"), the Construction Manager will provide administration of the Contract on the District's behalf. After execution of the Contract and Notice to Proceed, all correspondence and/or instructions from Contractor and/or District shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility. The Construction Manager shall not be responsible for the Contractor's, Subcontractors', material or equipment suppliers', or any other person's schedules or failure to carry out the Work in accordance with the Contract Documents. The Construction Manager shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the Work. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager in the Construction Manager's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.1. The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to the Contractor, any Subcontractor, their agents, employees, or other persons performing any of the Work. The Construction Manager shall have free access to any or all parts of Work at any time.

4.2. If the District does not use a Construction Manager on this Project, all references to Construction Manager or CM shall be read as District.

5. INSPECTOR, INSPECTIONS, AND TESTS

5.1. Project Inspector

5.1.1. One or more Project Inspector(s), including special Project Inspector(s), as required, will be assigned to the Work by District, in accordance with requirements of title 24, part 1, of the California Code of Regulations, to enforce the building code and monitor compliance with Plans and Specifications for the Project previously approved by the DSA. Duties of Project Inspector(s) are specifically defined in section 4-342 of said part 1 of title 24.

5.1.2. No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Contractor shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials. Inspection of Work shall not relieve Contractor from an obligation to fulfill this Contract. Project Inspector(s) and the DSA are authorized to stop work whenever the Contractor and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be

without liability to the District. Contractor shall instruct its Subcontractors and employees accordingly.

5.1.3. If Contractor and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-site, this shall only be done if it is allowable pursuant to applicable regulations and DSA, if the Project Inspector(s) agree to do so, and at the expense of the Contractor.

5.2. Tests and Inspections

5.2.1. Tests and Inspections shall comply with title 24, part 1, California Code of Regulations, group 1, article 5, section 4-335, and with the provisions of the Specifications.

5.2.2. The District will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the District's representative and not by the Contractor. The Contractor shall notify the District's representative a sufficient time in advance of its readiness for required observation or inspection.

5.2.3. The Contractor shall notify the District's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents that must by terms of the Contract Documents be tested, in order that the District may arrange for the testing of same at the source of supply. This notice shall be, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

5.2.4. Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

5.2.5. The District will select and pay testing laboratory costs for all tests and inspections. Costs of tests of any materials found to be not in compliance with the Contract Documents shall be paid for by the District and reimbursed by the Contractor or deducted from the Contract Price.

5.3. Costs for After Hours and/or Off Site Inspections

If the Contractor performs Work outside the Inspector's regular working hours or requests the Inspector to perform inspections off Site, costs of any inspections required outside regular working hours or off Site shall be borne by the Contractor and may be invoiced to the Contractor by the District or the District may deduct those expenses from the next Progress Payment.

6. CONTRACTOR

Contractor shall construct the Work for the Contract price including any adjustment(s) to the Contract Price pursuant to provisions herein regarding changes to the Contract Price. Except as otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities, transportation, taxes, and services necessary for the proper execution and completion of the Work, except as indicated herein.

6.1. Status of Contractor

6.1.1. Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the

services to be provided during the course and scope of their employment. Contractor, its Subcontractors, agents, and its employees shall not be entitled to any rights or privileges of District employees. District shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

6.1.2. As required by law, Contractor and all Subcontractors shall be properly licensed and regulated by the Contractor's State License Board, 3132 Bradshaw Road, Post Office Box 2600, Sacramento, California 98826, http://www.cslb.ca.gov.

6.2. Contractor's Supervision

6.2.1. During progress of the Work, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, a competent project manager and construction superintendent who are employees of the Contractor, to whom the District does not object and at least one of whom shall be fluent in English, written and verbal. Supervision shall be present on a full-time basis and shall be dedicated exclusively to the Project and Contractor shall not share supervisory duties with another project or job.

6.2.2. The project manager and construction superintendent shall both speak fluently the predominant language of the Contractor's employees.

6.2.3. Before commencing the Work herein, Contractor shall give written notice to District of the name of its project manager and construction superintendent. Neither the Contractor's project manager nor construction superintendent shall be changed except with prior written notice to District, unless the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, District, any of the District's employees, agents, the Construction Manager, or the Architect, in which case, Contractor shall notify District in writing. The Contractor's project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor's project manager and/or construction superintendent shall be as binding as if given to Contractor.

6.2.4. Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing, with a copy to District's Project Inspector(s). The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.3. Duty to Provide Fit Workers

6.3.1. Contractor and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Contractor to ensure compliance with this requirement. District may require Contractor to permanently remove unfit persons from Project Site.

6.3.2. Any person in the employ of Contractor or Subcontractor(s) whom District may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of District.

6.3.3. The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

6.3.4. If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify the District. The District shall determine if Contractor's intended change is permissible while performing this Contract.

6.4. Field Office

6.4.1. Contractor may provide on the Work Site a temporary office if space permits.

6.5. Purchase of Materials and Equipment

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays.

6.6. Documents On Work

6.6.1. Contractor shall at all times keep on the Work Site, or at another location as the District may authorize in writing, one legible copy of all Contract Documents, including Addenda and Change Orders, and titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to District, Construction Manager, Architect, Architect's representatives, the Project Inspector(s), and all authorities having jurisdiction. Contractor shall be acquainted with and comply with the provisions of these titles as they relate to this Project. (See particularly the duties of Contractor, title 24, part 1, California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly titles 8 and 17. Contractor shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of title 24.

6.6.2. Daily Job Reports.

6.6.2.1. Contractor shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Contractor's employee(s) who are present on Site, and must include, at a minimum, the following information:

6.6.2.1.1. A brief description of all Work performed on that day.
6.6.2.1.2. A summary of all other pertinent events and/or occurrences on that day.
6.6.2.1.3. The weather conditions on that day.
6.6.2.1.4. A list of all Subcontractor(s) working on that day,
6.6.2.1.5. A list of each Contractor employee working on that day and the total hours worked for each employee.
6.6.2.1.6. A complete list of all equipment on Site that day, whether in use or not.
6.6.2.1.7. All complete list of all materials, supplies, and equipment delivered on that day.
6.6.2.1.8. A complete list of all inspections and tests performed on that day.

6.6.2.2. Each day Contractor shall provide a copy of the previous day's Daily Job Report to the District or the Construction Manager.

6.7. Preservation of Records

The District shall have the right to examine and audit all Daily Job Reports or other Project records of Contractor's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the District. These documents may be duplicative and/or be in addition to any Bid

Documents held in escrow by the District. The Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency, if available, after the time set forth above.

6.8. Integration of Work

6.8.1. Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as District and/or Architect may direct.

6.8.2. All cost caused by defective or ill-timed Work shall be borne by Contractor, inclusive of repair work.

6.8.3. Contractor shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with consent of District.

6.9. Obtaining of Permits and Licenses

Contractor shall secure and pay for all permits, licenses, and certificates necessary for prosecution of Work, including but not limited to those listed in the Special Conditions, if any, before the date of the commencement of the Work or before the permits, licenses, and certificates are legally required to continue the Work without interruption. The Contractor shall obtain and pay, only when legally required, for all licenses, permits, inspections, and inspection certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in the Contract. All final permits, licenses, and certificates shall be delivered to District before demand is made for final payment.

6.10. Royalties and Patents

6.10.1. Contractor shall obtain and pay, only when legally required, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date the license is legally required to continue the Work without interruption. Contractor shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold the District, the Architect, and the Construction Manager harmless and indemnify them from loss on account thereof except when a particular design, process, or make or model of product is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process, or product is an infringement of a patent or copyright, the Contractor shall indemnify and defend the District, Architect and Construction Manager against any loss or damage unless the Contractor promptly informs the District of its information.

6.10.2. The review by the District or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be only its adequacy for the Work and shall not approve use by the Contractor in violation of any patent or other rights of any person or entity.

6.11. Work to Comply With Applicable Laws and Regulations

6.11.1. Contractor shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that Drawings and Specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract

Documents that will result in finished Work being at variance therewith, Contractor shall promptly notify District in writing and any changes deemed necessary by District shall be made as provided in Contract for changes in Work.

6.11.1.1. National Electrical Safety Code, U. S. Department of Commerce

6.11.1.2. National Board of Fire Underwriters' Regulations

6.11.1.3. Uniform Building Code, latest addition, and the California Code of Regulations, title 24, and other amendments

6.11.1.4. Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America

6.11.1.5. Industrial Accident Commission's Safety Orders, State of California

6.11.1.6. Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes

6.11.1.7. Americans with Disabilities Act

6.11.1.8. Education Code of the State of California

6.11.1.9. Government Code of the State of California

6.11.1.10. Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies

6.11.1.11. Public Contract Code of the State of California

6.11.1.12. California Art Preservation Act

6.11.1.13. U. S. Copyright Act

6.11.1.14. U. S. Visual Artists Rights Act

6.11.2. Contractor shall comply will all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.)

6.11.3. If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor shall bear all costs arising therefrom.

6.11.4. Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies.

6.12. Safety/Protection of Persons and Property

6.12.1. The Contractor will be solely and completely responsible for conditions of the Work Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

6.12.2. The wearing of hard hats will be mandatory at all times for all personnel on Site. Contractor shall supply sufficient hard hats to properly equip all employees and visitors.

6.12.3. Any construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Work Site.

6.12.4. Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.

6.12.5. The Contractor shall furnish to the District a copy of the Contractor's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

6.12.6. Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by District. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

6.12.7. Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.

6.12.8. Hazards Control – Contractor shall store volatile wastes in covered metal containers and remove them from the Site daily. Contractor shall prevent accumulation of wastes that create hazardous conditions. Contractor shall provide adequate ventilation during use of volatile or noxious substances.

6.12.9. Contractor shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Name and position of person so designated shall be reported to District by Contractor.

6.12.10. Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.

6.12.11. Contractor shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

6.12.12. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

6.12.13. All salvage materials will become the property of the Contractor and shall be removed from the Site unless otherwise called for in the Contract Documents. However, the District reserves the right to designate certain items of value that shall be turned over to the District unless otherwise directed by District.

6.12.14. All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.

6.12.15. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

6.12.16. The Contractor shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as required by the Architect. The Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefor. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the District and others.

6.12.17. Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

6.12.18. Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Contractor shall enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site.

6.12.19. Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire or behavior will be permitted. District may require Contractor to permanently remove non-complying persons from Project Site.

6.12.20. Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California; replace them at no cost to District.

6.12.21. In the event that the Contractor enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by the District prior to the commencement of any Work on or about the adjacent property. The Contractor shall also indemnify the District as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

6.13. Working Evenings and Weekends

Contractor may be required to work evenings and/or weekends at no additional cost to the District. Contractor shall give the District seventy-two (72) hours' notice prior to performing any evening and/or weekend work. Contractor shall perform all evening and/or weekend work only upon District's approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Contractor shall reimburse the District for any Inspector charges necessitated by the Contractor's evening and/or weekend work.

6.14. Cleaning Up

6.14.1. The Contractor shall provide all services, labor, materials, and equipment necessary for protecting the Work, all school occupants, furnishings, equipment, and building structure from damage until its completion and final acceptance by District. Dust barriers shall be provided to isolate dust and dirt from construction operations. At completion of the Work and portions thereof, Contractor shall clean to the original state

any areas beyond the Work area that become dust laden as a result of the Work. The Contractor must erect the necessary warning signs and barricades to ensure the safety of all school occupants. The Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

6.14.2. Contractor at all times shall keep Premises free from debris such as waste, rubbish, and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises, but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, District may do so and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by the District as it deems necessary for the continuing education process. Contractor shall comply with all related provisions of the Specifications.

6.14.3. If the Construction Manager, Architect, or District observes the accumulation of trash and debris, the District will give the Contractor a 24-hour written notice to mitigate the condition.

6.14.4. Should the Contractor fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the District, the District will then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Contract Price, or District may withhold those amounts from payment(s) to Contractor.

6.15. DIR Registration

Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Contractor and all of its subcontractors (of any tier) under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the Work by the Contractor and all of its subcontractors of any tier. The failure of the Contractor and all subcontractors of any tier to be properly registered with DIR at all times during performance of the Work is a material breach of the Contract and subject to termination for cause.

An affirmative and ongoing obligation of the Contractor under the Contract Documents is the verification that all subcontractors of any tier are at all times during performance of the Work are in full and strict compliance with the DIR registration requirements. The Contractor shall not permit or allow any subcontractor of any tier to perform any Work without the Contractor's verification that all subcontractors are in full and strict compliance with the DIR registration requirements. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1. Contractor or its subcontractors of any tier shall not be entitled to any additional costs or time arising from or in any way related to compliance with the DIR registration requirements.

7. SUBCONTRACTORS

7.1. Contractor shall provide the District with information for all Subcontracts as indicated in the Contractor's Submittals and Schedules Section herein.

7.2. No contractual relationship exists between the District and any Subcontractor, supplier, or sub-subcontractor by reason of this Contract.

7.3. Contractor agrees to bind every Subcontractor by terms of this Contract as far as those terms are applicable to Subcontractor's work including, without limitation, all labor, wage & hour, apprentice and related provisions and requirements. If Contractor shall

subcontract any part of this Contract, Contractor shall be as fully responsible to District for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

7.4. District's consent to, or approval of, or failure to object to, any Subcontractor under this Contract shall not in any way relieve Contractor of any obligations under this Contract and no such consent shall be deemed to waive any provisions of this Contract.

7.5. Contractor is directed to familiarize itself with sections 4100 through 4114 of the Public Contract Code of the State of California, as regards subletting and subcontracting, and to comply with all applicable requirements therein. In addition, Contractor is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein all including, without limitation, section 1775 and the Contractor's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws.

7.6. No Contractor whose Bid is accepted shall, without consent of the awarding authority and in full compliance with section 4100, et seq., of the Public Contract Code, including, without limitation, sections 4107, 4107.5, and 4109 of the Public Contract Code, either:

7.6.1. Substitute any person as a Subcontractor in place of the Subcontractor designated in the original Bid; or

7.6.2. Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the original Subcontractor listed in the Bid; or

7.6.3. Sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor's total bid as to which his original bid did not designate a Subcontractor.

7.7. The Contractor shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

7.8. Contractor is solely responsible for settling any differences between the Contractor and its Subcontractor(s) or between Subcontractors.

7.9. Contractor must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these General Conditions.

7.10. All subcontractors (of any tier) performing any portion of the Work must comply with the Labor Code sections 1725.5 and 1771.1 and must be properly and currently registered with the California Department of Industrial Relations and qualified to perform public works pursuant to Labor Code section 1725.5 throughout the duration of the Project. No portion of the Work is permitted to be performed by a subcontractor of any tier unless the subcontractor is properly registered with DIR. Any subcontractors of any tier not properly registered with DIR shall be substituted in accordance with Labor Code section 1771.1.

8. OTHER CONTRACTS/CONTRACTORS

8.1. District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Contractor's Work with the work of other contractors.

8.2. In addition to Contractor's obligation to protect its own Work, Contractor shall protect the work of any other contractor that Contractor encounters while working on the Project.

8.3. If any part of Contractor's Work depends on proper execution or results upon work of District or any other contractor, the Contractor shall inspect and promptly report to the District in writing before proceeding with its Work any defects in District's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to District for District's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all District's or any other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in District's or any other contractor's work after execution of Contractor's Work.

8.4. To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the District in writing any discrepancy between that executed work and the Contract Documents.

8.5. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of District's or any other contracts that have been or may be awarded by District in prosecution of the Project to the end that Contractor may perform this Contract in light of the other contracts, if any.

8.6. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. Contractor shall not cause any unnecessary hindrance or delay to the use and/or school operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or school operation is likely to cause interference with performance of Contractor's Contract, Contractor shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the District of the resolution.

9. DRAWINGS AND SPECIFICATIONS

9.1. A complete list of all Drawings that form a part of the Contract is to be found as an index on the Drawings themselves, and/or may be provided to the Contractor and/or in the Table of Contents.

9.2. Materials or Work described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

9.3. Trade Name or Trade Term. It is not the intention of this Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

9.4. The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

9.5. Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully

cooperative and to agree. However, if Contractor observes that Drawings and Specifications are in conflict, Contractor shall promptly notify District and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.

9.6. In the case of discrepancy or ambiguity in the Contract Documents, the order of precedence in the Agreement shall prevail. However, in the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In case of ambiguity, conflict, or lack of information, District will furnish clarifications with reasonable promptness.

9.7. Drawings and Specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. Contractor shall bear all expense of correcting work done contrary to said laws, ordinances, rules, and regulations.

9.8. Ownership of Drawings

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract Documents, are to be returned to District on request at completion of Work, or may be used by District as it may require without any additional costs to District. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. District hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

Contractor's submittals shall comply with the provisions and requirements of the Specifications including, without limitation Submittals.

10.1. Schedule of Work, Schedule of Submittals, and Schedule of Values

10.1.1.1. Reserved

10.1.1.2. Preliminary Schedule of Values. A preliminary schedule of values for all of the Work, which must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Unless the Special Conditions contain different limits, this preliminary schedule of values shall include, at a minimum, the following information and the following structure:

10.1.1.2.1. Divided into at least the following categories:

10.1.1.2.1.1. Overhead and profit;
10.1.1.2.1.2. Supervision;
10.1.1.2.1.3. General conditions;
10.1.1.2.1.4. Layout;
10.1.1.2.1.5. Mobilization;
10.1.1.2.1.6. Submittals;
10.1.1.2.1.7. Bonds and insurance;
10.1.1.2.1.8. Close-out documentation;
10.1.1.2.1.9. Demolition;
10.1.1.2.1.10. Installation;
10.1.1.2.1.11. Rough-in;

10.1.1.2.1.12. Finishes;
10.1.1.2.1.13. Testing;
10.1.1.2.1.14. Punchlist and acceptance.

10.1.1.2.2. Divided by each of the following areas:

10.1.1.2.2.1. Site work;
10.1.1.2.2.2. By each building;
10.1.1.2.2.3. By each floor.

10.1.1.2.3. The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

10.1.1.2.3.1. Mobilization and layout combined to equal not more than 1%;
10.1.1.2.3.2. Submittals, samples and shop drawings combined to equal not more than 3%;
10.1.1.2.3.3. Bonds and insurance combined to equal not more than 2%.

10.1.1.2.4. Closeout documentation shall have a value in the preliminary schedule of not less than 5%.

10.1.1.2.5. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid by the District in equal installments, based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

10.1.1.2.6. Contractor shall certify that the preliminary schedule of values as submitted to the District is accurate and reflects the costs as developed in preparing Contractor's bid. The preliminary schedule of values shall be subject to the District's review and approval of the form and content thereof. In the event that the District objects to any portion of the preliminary schedule of values, the District shall notify the Contractor, in writing, of the District's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of the District's written objection(s), Contractor shall submit a revised preliminary schedule of values to the District for review and approval. The foregoing procedure for the preparation, review and approval of the preliminary schedule of values shall continue until the District has approved the entirety of the preliminary schedule of values.

10.1.1.2.7. Once the preliminary schedule of values is approved by the District, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted or withheld in the sole discretion of the District.

10.1.1.3. [RESERVED]

10.1.1.3.1. [RESERVED]

10.1.1.4. Complete Subcontractor List. The name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

10.1.2. Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

10.1.3. The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

10.1.4. The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.1.5. All submittals and schedules must be approved by the District before Contractor can rely on them as a basis for payment.

10.2. Monthly Progress Schedule(s)

10.2.1. Upon request by the District, Contractor shall provide Monthly Progress Schedule(s) to the District. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed. The monthly Progress Schedule shall be sent within the timeframe requested by the District and shall be in a format acceptable to the District and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for District approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

10.2.2. Contractor shall also submit Monthly Progress Schedule(s) with all payment applications.

10.3. Material Safety Data Sheets (MSDS)

Contractor is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Work Site for any material requiring a Material Safety Data Sheet per the Federal “Hazard Communication” standard, or employees right to know law. The Contractor is also required to ensure proper labeling on substance brought onto the job site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the District.

11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

11.1. Site Investigation

Before bidding on this Work, Contractor shall make a careful investigation of the Site and thoroughly familiarize itself with the requirements of the Contract. By the act of submitting a bid for the Work included in this Contract, Contractor shall be deemed to have made a complete study and investigation, and to be familiar with and accepted the existing conditions of the Site.

11.2. Soils Investigation Report

11.2.1. When a soils investigation report obtained from test holes at Site is available, that report shall be available to the Contractor but shall not be a part of this Contract. Any information obtained from that report or any information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of this Contract, and Contractor may not rely thereon. By submitting its bid, Contractor acknowledges that it has made visual examination of Site and has made whatever tests Contractor deems appropriate to determine underground condition of soil.

11.2.2. Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages if, during progress of Work, Contractor encounters subsurface or latent conditions at Site materially differing from those shown on Drawings or indicated in Specifications, or for unknown conditions of an unusual nature that differ materially from those ordinarily encountered in the work of the character provided for in Plans and Specifications, except as indicated in the

provisions of these General Conditions regarding trenches, trenching, and/or existing utility lines.

11.3. Access to Work

District and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

11.4. Layout and Field Engineering

11.4.1. All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Contractor at its expense. This Work shall be done by a qualified, California-registered civil engineer approved in writing by District and Architect. Any required Record and/or As-Built Drawings of Site development shall be prepared by the approved civil engineer.

11.4.2. The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. District shall not be liable for any claim for allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site.

11.4.3. Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of District and with District's approval.

11.5. Utilities

Utilities shall be provided as indicated in the Specifications.

11.6. Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

11.7. Surveys

Contractor shall provide surveys done by a California-licensed civil engineer surveyor to determine locations of construction, grading, and site work as required to perform the Work.

11.8. Regional Notification Center

The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the District the identification number. Any damages arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor and shall not be considered for an extension of the Contract time.

11.9. Existing Utility Lines

11.9.1. Pursuant to Government Code section 4215, District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction

under this Contract with respect to any such utility facilities that are not identified in the Plans and Specifications. Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of District or the owner of a utility to provide for removal or relocation of such utility facilities.

11.9.2. Locations of existing utilities provided by District shall not be considered exact, but approximate within reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care or costs of repair due to Contractor's failure to do so. District shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

11.9.3. No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require District to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines. Whenever the presence of these utilities on the Site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.

11.9.4. If Contractor, while performing Work under this Contract, discovers utility facilities not identified by District in Contract Plans and Specifications, Contractor shall immediately notify the District and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the District shall be borne by the Contractor.

11.10. Notification

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the condition(s). Accordingly, failure of Contractor to promptly notify the District in writing, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages or delay incurred as a result of the condition(s).

11.11. Hazardous Materials

Contractor shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, Hazardous Materials Procedures and Requirements.

11.12. No Signs

Neither the Contractor nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences trailers, offices, or elsewhere on the Site without specific prior written approval of the District.

12. TRENCHES

12.1. Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the Contract Price exceeds $25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

12.2. Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

12.3. No Tort Liability of District

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the District or any of its employees.

12.4. No Excavation Without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

12.5. Discovery of Hazardous Waste and/or Unusual Conditions

12.5.1. Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the Surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

12.5.1.1. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

12.5.1.2. Subsurface or latent physical conditions at the Site differing from those indicated.

12.5.1.3. Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

12.5.2. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

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

13. INSURANCE AND BONDS

13.1. Insurance

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of Contractor and/or its Subcontractor(s) shall be in the amounts and include the provisions set forth herein. Articles 13.1 shall be replaced and/or modified by the Owner Controlled Insurance Program (OCIP) as further detailed in the Supplemental Conditions. Please read all OCIP documents and information in the Supplemental Conditions carefully before submitting a bid.

13.1.1. Commercial General Liability and Automobile Liability Insurance

13.1.1.1. Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from operations under this Contract. This coverage shall be provided in a form at least as broad as Insurance Services (ISO) Form CG 0001 11188. Contractor shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability, and Any Auto including owned, non-owned, and hired, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

13.1.1.2. Contractor's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed $25,000 unless approved in writing by District.

13.1.1.3. All such policies shall be written on an occurrence form.

13.1.2. Umbrella Liability Insurance

13.1.2.1. Contractor may procure and maintain, during the life of this Contract, an Umbrella Liability Insurance Policy to meet the policy limit requirements of the required policies if Contractor's underlying policy limits are less than required.

13.1.2.2. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect Contractor, District, State, Construction Manager(s), Project Manager(s), and Architect(s) in amounts and including the provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

13.1.2.3. Pollution Liability. Contractor performing hazardous material/abatement work must procure and maintain, during the term of the contract, Pollution Liability Coverage that shall protect the Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims related to this work.

13.1.3. Subcontractor(s): Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Umbrella Liability Insurance (if Subcontractor elects to satisfy, in part the insurance required herein by procuring and maintaining an Umbrella Liability Insurance Policy) with forms of coverage and limits equal to the amounts required of the Contractor.

13.1.4. Workers' Compensation and Employers' Liability Insurance

13.1.4.1. In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

13.1.4.2. Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employees

engaged in Work under this Contract, on or at the Site of the Project, are not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

13.1.5. Builder's Risk Insurance: Builder's Risk "All Risk" Insurance.

District shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof. Contractor shall cover the cost of the deductible.

13.1.6. Proof of Carriage of Insurance and Other Requirements: Endorsements and Certificates

13.1.6.1. Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

13.1.6.2. Endorsements, certificates, and insurance policies shall include the following:

13.1.6.2.1. A clause stating:

"This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to District, Architect, and Construction Manager stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

13.1.6.2.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.1.6.3. All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, Program Manager(s), Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance. Additional Insured Endorsements CG 20 33 07 04 and CG 20 37 07 04 shall be provided.

13.1.6.4. Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

13.1.6.5. All endorsements shall waive any right to subrogation against any of the named additional insureds.

13.1.6.6. Unless otherwise stated in the Special Conditions, all of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than A: VII.

13.1.6.7. The insurance requirements set forth herein shall in no way limit the Contractor's liability arising out of or relating to the performance of the Work or related activities.

13.1.6.8. Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Agreement.

13.1.7. Insurance Policy Limits

Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

Commercial General Liability	Split Limit	$2,000,000 per occurrence; $5,000,000 aggregate
	Product Liability and Completed Operations	$2,000,000
Automobile Liability – Any Auto	Combined Single Limit	$1,000,000
Workers Compensation		Statutory limits pursuant to State law
Employers' Liability		$1,000,000
Pollution Liability Hazardous Material / Abatement	Required for those whose scope includes abatement	$2,000,00 per occurrence; $5,000,000 (per project) aggregate
Builder's Risk (Course of Construction)		By District. Contractor to cover the deductible

13.2 Contract Security – Bonds

13.2.1 Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

13.2.1.1 Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract.

13.2.1.2 Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

13.2.2 Cost of bonds shall be included in the Bid and Contract Price.

13.2.3 All bonds related to this Project shall be in the forms set forth in these Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

14. WARRANTY/GUARANTEE/INDEMNITY

14.1. Warranty/Guarantee

14.1.1. The Contractor shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

14.1.2. In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of ONE (1) year after the later of the following dates:

14.1.2.1. The date of completion as defined in Public Contract Code section 7107, subdivision (c), or

14.1.2.2. The commissioning date for the Project, if any.

At the District's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a ONE (1) year period from date of completion as defined above without expense whatsoever to District, as required by the Contract Documents. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

14.1.3. If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of operations of District, District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.

14.1.4. The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.

14.1.5. Nothing herein shall limit any other rights or remedies available to District.

14.2. Indemnity

14.2.1. To the furthest extent permitted by California law, the Contractor shall indemnify, defend with legal counsel reasonably acceptable to the District, keep and hold harmless the District, the Architect, Program Manager, and the Construction Manager, their consultants and separate contractors, and their respective board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers, including, without limitation,

any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or to any extent that would render these provisions void or unenforceable. This agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any stop payment notice actions or liens, including liens by the California Department of Industrial Relations.

14.2.2. The Contractor shall give prompt notice to the District in the event of any injury (including death), loss, or damage included herein. Without limitation of the provisions herein, if the Contractor's agreement to indemnify, defend, and hold harmless the Indemnitees as provided herein against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be or be determined to be void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, the Contractor shall be and remain fully liable on its agreements and obligations herein to the full extent permitted by law.

14.2.3. In any and all claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

14.2.4. The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such suit, claims or actions for damages or until the District, Architect and Construction Manager have received written agreement from the Contractor that they will unconditionally defend the District, Architect and Construction Manager, their officers, agents and employees, and pay any damages due by reason of settlement or judgment.

14.2.5. The defense and indemnification obligations hereunder shall survive the completion of Work, including the warranty/guarantee period, and/or the termination of the Agreement.

15. TIME

15.1. Notice to Proceed

15.1.1. District may issue a Notice to Proceed within three (3) months from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

15.1.2. In the event that the District desires to postpone issuing the Notice to Proceed beyond this three (3) month period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

15.1.3. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, Contractor may terminate the Contract. Contractor's termination due to a postponement shall be by written notice to District within ten (10) days after receipt by Contractor of District's notice of postponement. It is further understood by Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement. Should Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.

15.2. Computation of Time / Adverse Weather

15.2.1. The Contractor will only be allowed a time extension for Adverse Weather conditions if in excess of the NOAA data norms and requested by Contractor and only if all of the following conditions are met:

15.2.1.1. The weather conditions constitute Adverse Weather, as defined herein and further specified in the Special Conditions;

15.2.1.2. Contractor can verify that the Adverse Weather caused delays in excess of five hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

15.2.1.3. The Contractor's crew is dismissed as a result of the Adverse Weather; and

15.2.1.4. The number of days of delay exceed those indicated in the Special Conditions.

15.2.2. A day-for-day extension will only be allowed for those days that impact the critical path and in excess of those indicated in the Special Conditions.

15.2.3. The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.

15.2.4. The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

15.3. Hours of Work

15.3.1. Sufficient Forces

Contractor and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

15.3.2. Performance During Working Hours

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of

any required governmental agencies. Contractor is expected, if required, to work extended hours, additional / night shifts, weekends and holidays, as necessary, to complete the work within the specified time of completion without any additional cost to the District. All work performed outside of these normal hours / days must be scheduled in advance with the Project Manager and any costs associated with working outside these normal work hours / days (E.g. cost of premium time for inspections) are subject to reimbursement from the Contractor to the District. All fire alarm testing requiring audible verification must be performed on Sunday(s), unless scheduled and approved otherwise."

If Project includes work which would be disruptive to normal college operations, or which would be dangerous to building occupants, said work shall be performed during hours as directed by the Project Manager. Examples of such work include, without limitation, concrete saw-cutting, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building or campus, or performing tests requiring all elevators in a group. Contractor shall anticipate and include an allowance for such contingencies in its bid and schedules."

15.4. Progress and Completion

15.4.1. Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

15.4.2. No Commencement Without Insurance

The Contractor and all Subcontractors shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds or prior to enrollment in OCIP. The date of commencement of the Work shall not be changed by the effective date of such insurance. If Contractor commences Work without insurance and bonds or enrollment in OCIP, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District claim for damages.

15.5. Schedule

Contractor shall provide to District, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in the Notice to Proceed and the Contractor's Submittals and Schedules section of these General Conditions.

15.6. Expeditious Completion

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

16.1. Liquidated Damages

Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

16.2. Excusable Delay

16.2.1. Contractor shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault of Contractor or its Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within five (5) calendar days of beginning of any delay, notify District in writing of causes of delay including documentation and facts explaining the delay. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work that is on the critical path and affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

16.2.2. Contractor shall notify the District pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the District may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

16.2.3. In the event the Contractor requests an extension of Contract Time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. If the Contractor fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

16.2.3.1. The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

16.2.3.2. Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. (A portion of any delay of seven (7) days or more must be provided.)

16.2.3.3. A recovery schedule must be submitted.

16.3. No Additional Compensation for Delays Within Contractor's Control

16.3.1. Contractor is aware that governmental agencies, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Accordingly, Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Contractor is not entitled to make a claim for damages or delays arising from the review of Contractor's drawings.

16.3.2. Contractor shall only be entitled to compensation for delay when all of the following conditions are met:

16.3.2.1. The District is responsible for the delay;

16.3.2.2. The delay is unreasonable under the circumstances involved;

16.3.2.3. The delay was not within the contemplation of the District and Contractor; and

16.3.2.4. Contractor complies with the claims procedure of the Contract Documents.

16.3.2.5. Recovery of damages shall not exceed the value of the direct project overhead cost (Contractor's general conditions) per day. The cost per day shall be determined by the Contractor's total general conditions (not to exceed more than 8% of the sum subcontractors) divided by the number of original contract time in calendar days.

16.4. Float or Slack in the Schedule

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the District or the Contractor, but its use shall be determined solely by the District.

17. CHANGES IN THE WORK

17.1. No Changes Without Authorization

17.1.1. There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's governing board has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

17.1.2. Contractor shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.

17.1.3. Should any Change Order result in an increase in the Contract Price, the cost of that Change Order shall be agreed to, in writing, in advance by Contractor and District and be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Contractor proceeds with any change in Work without a Change Order executed by the District or Construction Change Directive, Contractor waives any claim of additional compensation or time for that additional work.

17.1.4. Contractor understands, acknowledges, and agrees that the reason for District authorization is so that District may have an opportunity to analyze the Work and decide whether the District shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

17.2. Architect Authority

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, or by Architect's response(s) to RFI(s).

17.3. Change Orders

17.3.1. A Change Order is a written instrument prepared and issued by the District and/or the Architect and signed by the District (as authorized by the District's Board of

Trustees), the Contractor, the Architect, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:

17.3.1.1. A description of a change in the Work;

17.3.1.2. The amount of the adjustment in the Contract Price, if any; and

17.3.1.3. The extent of the adjustment in the Contract Time, if any.

17.4. Construction Change Directives

17.4.1. A Construction Change Directive is a written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work. The District may as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. In the case of a Construction Change Directive being issued, Contractor must commence Work immediately as to not delay the completion of the Project. Any dispute as to the sum of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

17.4.2. The District may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

17.5. Force Account Directives

17.5.1. When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Contractor for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the District and compensation will be determined as set forth herein.

17.5.2. The District will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the District.

17.5.3. All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, the District will only pay for actual costs verified in the field by the District or its authorized representative(s) on a daily basis.

17.5.4. The Contractor shall be responsible for all cost related to the administration of Force Account Directive. The markup for overheard and profit for Contractor modifications shall be full compensation to the Contractor to administer Force Account Directive.

17.5.5. The Contractor shall notify the District or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor shall notify the District when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the District. The Contractor will not be compensated for force account work in the event that the Contractor fails to timely notify the District regarding the commencement of force account work, or exceeding the force account budget.

17.5.6. The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report on a form supplied by the District no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The District will review the information contained in the reports, and sign the reports no

later than the next work day, and return a copy of the report to the Contractor for their records. The District will not sign, nor will the Contractor receive compensation for work the District cannot verify. The Contractor will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

17.5.7. In the event the Contractor and the District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Contractor's signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

17.6. Price Request

17.6.1. Definition of Price Request

A Price Request ("PR") is a written request prepared by the Architect requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time.

17.6.2. Scope of Price Request

A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required herein. The Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

17.7. Proposed Change Order

17.7.1. Definition of Proposed Change Order

A Proposed Change Order ("PCO") is a written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

17.7.2. Changes in Contract Price

A PCO shall include breakdowns pursuant to the revisions herein to validate any change in Contract Price.

17.7.3. Changes in Time

A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. If Contractor fails to request a time extension in a PCO, then the Contractor is thereafter precluded from requesting time and/or claiming a delay.

17.7.4. Unknown and/or Unforeseen Conditions

If Contractor submits a PCO requesting an increase in Contract Price and/or Contract Time that is based at least partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the District's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the PCO and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

17.8. Format for Proposed Change Order

17.8.1. The following format shall be used as applicable by the District and the Contractor (e.g. Change Orders, PCO's) to communicate proposed additions and deductions to the Contract, supported by attached documentation.

	WORK PERFORMED OTHER THAN BY CONTRACTOR	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered, but not to include workers' compensation insurance costs covered by OCIP)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal		
(e)	Add overhead and profit for any and all tiers of Subcontractor, the total not to exceed ten percent (10%) of item (d)		
(f)	Subtotal		
(g)	Add overhead and profit for Contractor, not to exceed five percent (5%) of Item (f) and not to include any costs for insurance covered by OCIP		
(h)	Subtotal		
(i)	Add Bond and Insurance, not to exceed one percent (1%) of Item (h) and not to include any costs for insurance covered by OCIP		
(j)	TOTAL		
(k)	Time	_____ Days	

	WORK PERFORMED BY CONTRACTOR	ADD	DEDUCT
(a)	Material (attach itemized quantity and unit cost plus sales tax)		
(b)	Add Labor (attach itemized hours and rates, fully encumbered, but not to include workers' compensation insurance costs covered by OCIP)		
(c)	Add Equipment (attach suppliers' invoice)		
(d)	Subtotal		
(e)	Add overhead and profit for Contractor, not to exceed fifteen percent (15%) of item (d) and not to include any costs for insurance covered by OCIP		
(f)	Subtotal		
(g)	Add Bond and Insurance, not to exceed one percent (1%) of Item (f) and not to include any costs for insurance covered by OCIP		
(h)	TOTAL		
(i)	Time	_____ Days	

17.8.2. Labor. Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be limited to field labor for which there is a prevailing wage rate classification. Wage rates for labor shall not exceed the prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, costs for insurance covered by OCIP, coordination and assembly of materials and information relating to the change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof.

17.8.3. Materials. Contractor shall be compensated for the costs of materials necessarily and actually used or consumed in connection with the performance of the change in the Work. Costs of materials may include reasonable costs of transportation from a source closest to the Site of the Work and delivery to the Site. If discounts by material suppliers are available for materials necessarily used in the performance of the change in the Work, they shall be credited to the District. If materials necessarily used in the performance of the change in the Work are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefor shall not exceed the current wholesale price for such materials. If, in the reasonable opinion of the District, the costs asserted by the Contractor for materials in connection with any change in the Work are excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials from its supplier or vendor of the same, the costs of such materials and the District's obligation to pay for the same shall be limited to the then lowest wholesale price at which similar materials are available in the quantities required to perform the change in the Work. The District may elect to furnish materials for the change in the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials or any mark-up thereon.

17.8.4. Equipment. As a precondition for the District's duty to pay for Equipment rental or loading and transportation, Contractor shall provide satisfactory evidence of the actual costs of Equipment from the supplier, vendor or rental agency of same. Contractor's use of their own equipment, the rental rate shall not exceed that of local rental rates. Contractor shall be compensated for the actual cost of the necessary and direct use of Equipment in the performance of the change in the Work. Use of such Equipment in the performance of the change in the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Equipment moved by its own power shall include time required to move such Equipment to the site of the Work from the nearest available rental source of the same. If Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Equipment is used for performance of any portion of the Work other than the change in the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, the Project Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. Contractor shall not be entitled to an allowance or any other compensation for Equipment or tools used in the performance of change in the Work where such Equipment or tools have a replacement value of $500.00 or less. Equipment costs claimed by the Contractor in connection with the performance of any Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the District, the allowable rate for the use of Equipment in connection with the Work shall

constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Equipment operator), and any and all other costs incurred by the Contractor incidental to the use of such Equipment.

17.9. Change Order Certification

17.9.1. All Change Orders and PCOs must include the following certification by the Contractor:

17.9.1.1. The undersigned Contractor approves the foregoing as to the changes, if any, and the Contract Price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

17.9.1.2. It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

17.10. Determination of Change Order Cost

17.10.1. The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the District's discretion:

17.10.1.1. District acceptance of a PCO;

17.10.1.2. By unit prices contained in Contractor's original bid;

17.10.1.3. By agreement between District and Contractor.

17.11. Deductive Change Orders

All deductive Change Order(s) must be prepared pursuant to the provisions herein. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

17.12. Addition or Deletion of Alternate Bid Item(s)

If the Bid Form and Proposal includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add or delete any such Alternate Bid Item(s) if not included in the Contract at the time of award. If the District elects to add or delete Alternate Bid Item(s) after Contract award, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Bid Form and Proposal unless the parties agree to a different price and the Contract Time shall be adjusted by the number of days allocated in the Contract Documents. If days are not allocated in the Contract Documents, the Contract Time shall be equitably adjusted.

17.13. Discounts, Rebates, and Refunds

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

17.14. Accounting Records

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Contractor shall keep and maintain cost-accounting records satisfactory to the District, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents. Such records shall include without limitation hourly records for Labor and Equipment and itemized records of materials and Equipment used that day in connection with the performance of any Work. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect or the Project Inspector upon request. In the event that the Contractor fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records, the District's reasonable good faith determination of the extent of adjustment to the Contract Price shall be final, conclusive, dispositive and binding upon Contractor.

17.15. Notice Required

If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the provisions herein, including the Article on Claims and Disputes. No claim shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

17.16. Applicability to Subcontractors

Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

17.17. Alteration to Change Order Language

Contractor shall not alter Change Orders or reserve time in Change Orders. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

17.18. Failure of Contractor to Execute Change Order

Contractor shall be in default of the Contract if Contractor fails to execute a Change Order when the Contractor agrees with the addition and/or deletion of the Work in that Change Order.

18. REQUEST FOR INFORMATION

18.1. Any Request for Information (RFI) shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price, Contract Time, or the Contract Documents.

18.2. The Contractor shall be responsible for any costs incurred for professional services that District may deduct from any amounts owing to the Contractor, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. District, at its sole discretion, shall deduct from and/or invoice Contractor for all the professional services arising herein.

18.3. The contractor is responsible for the necessary planning of their trade related work. The delinquency of proper planning, resulting in RFI'(s), shall not grant them any additional days.

19. PAYMENTS

19.1. Contract Price

The Contract Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents.

19.2. Applications for Progress Payments

19.2.1. Procedure for Applications for Progress Payments

19.2.1.1. Application for Progress Payment

19.2.1.1.1. Not before the fifth (5^{th}) day of each calendar month during the progress of the Work, Contractor shall submit to the District and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following or each portion thereof unless waived by the District in writing:

19.2.1.1.1.1. The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

19.2.1.1.1.2. The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

19.2.1.1.1.3. The balance that will be due to each of such entities after said payment is made;

19.2.1.1.1.4. A certification that the As-Built Drawings and annotated Specifications are current;

19.2.1.1.1.5. Itemized breakdown of work done for the purpose of requesting partial payment;

19.2.1.1.1.6. An updated and acceptable construction schedule in conformance with the provisions herein;

19.2.1.1.1.7. The additions to and subtractions from the Contract Price and Contract Time;

19.2.1.1.1.8. A total of the retentions held;

19.2.1.1.1.9. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

19.2.1.1.1.10. The percentage of completion of the Contractor's Work by line item;

19.2.1.1.1.11. Schedule of Values updated from the preceding Application for Payment;

19.2.1.1.1.12. A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 3262, or after July 1, 2012, Civil Code section 8132, from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

19.2.1.1.1.13. A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 3262, or after July 1, 2012, Civil Code section 8134, from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment(s); and

19.2.1.1.1.14. A certification by the Contractor of the following:

> The Contractor warrants title to all Work performed as of the date of this payment application. The Contractor further warrants that all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed.

19.2.1.1.1.15. The Contractor shall be subject to the False Claims Act set forth under Government Code section 12650 et seq., for information provided with any Application for Progress Payment.

19.2.1.1.1.16. Confirmation that all certified payroll records ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment has been transmitted have been furnished to the Labor Commissioner in accordance with Labor Code section 1771.4(a)(3). And, in accordance with the District's labor compliance program, at the sole discretion of the District, the District shall not make any payment to Contractor until:

> 19.2.1.1.1.16.1 Contractor and/or its Subcontractor(s) provide CPRs acceptable to the District weekly for all weeks any journeyman, apprentice, worker or other employee was employed in connection with the Work directly to the Labor Commissioner, if the Project is subject to
>
> State labor compliance, or to the District and/or its designee if the Project is subject to a LCP, and within ten (10) days of any request by the District or the Labor Commissioner in accordance with section 16461 of Title 8 of the California Code of Regulations, and
>
> 19.2.1.1.1.16.2 The District is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the District in a timely

manner will directly delay the District's review and/or audit of the CPRs and Contractor's payment.

19.2.2. Prerequisites for Progress Payments

19.2.2.1. First Payment Request: The following items, if applicable, must be completed before the District will accept and/or process the Contractor's first payment request:

19.2.2.1.1. Installation of the Project sign (If applicable);

19.2.2.1.2. Installation of field office (If applicable);

19.2.2.1.3. Installation of temporary facilities and fencing(If applicable);

19.2.2.1.4. Schedule of Values;

19.2.2.1.5. Contractor's Construction Schedule (If applicable);

19.2.2.1.6. Schedule of unit prices, if applicable;

19.2.2.1.7. Submittal Schedule;

19.2.2.1.8. Receipt by Architect of all submittals due as of the date of the payment application;

19.2.2.1.9. Copies of necessary permits;

19.2.2.1.10. Copies of authorizations and licenses from governing authorities;

19.2.2.1.11. Initial progress report;

19.2.2.1.12. Surveyor qualifications (If applicable);

19.2.2.1.13. Written acceptance of District's survey of rough grading, if applicable;

19.2.2.1.14. List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;

19.2.2.1.15. Executed Contract with District

19.2.2.1.16. All bonds and insurance endorsements, and any required or requested OCIP documents; and

19.2.2.1.17. Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

19.2.2.1.18. Submission of Contractor's IIPP/ Safety Plan

19.2.2.2. Second Payment Request. The District will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.

19.2.2.3. No Waiver of Criteria. Any payments made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

19.3. Progress Payments

19.3.1. District's Approval of Application for Payment

19.3.1.1. Upon receipt of an Application for Payment, The District shall act in accordance with both of the following:

19.3.1.1.1. Each Application for Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

19.3.1.1.2. Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

19.3.1.1.3. An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the District.

19.3.1.2. The District's review of the Contractor's Application for Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

19.3.1.2.1. Observation of the Work for general conformance with the Contract Documents,

19.3.1.2.2. Results of subsequent tests and inspections,

19.3.1.2.3. Minor deviations from the Contract Documents correctable prior to completion, and

19.3.1.2.4. Specific qualifications expressed by the Architect.

19.3.1.3. District's approval of the certified Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.

19.3.2. Payments to Contractor

19.3.2.1. Within thirty (30) days after approval of the Application for Payment, Contractor shall be paid a sum equal to ninety percent (95%), or a lesser percentage if a higher retention amount is required pursuant to Public Contract Code section 7201(b) (4), of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

19.3.2.2. The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

19.3.2.3. If the District fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the Contractor, the District shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

19.3.3. No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment.

19.4. Decisions to Withhold Payment

19.4.1. Reasons to Withhold Payment

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to:

19.4.1.1. Defective Work not remedied within FORTY-EIGHT (48) hours of written notice to Contractor;

19.4.1.2. Stop Payment Notices or other liens served upon the District as a result of the Contract;

19.4.1.3. Liquidated damages assessed against the Contractor;

19.4.1.4. The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the completion date;

19.4.1.5. Damage to the District or other contractor(s);

19.4.1.6. Unsatisfactory prosecution of the Work by the Contractor;

19.4.1.7. Failure to store and properly secure materials;

19.4.1.8. Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports;

19.4.1.9. Failure of the Contractor to maintain As-Built Drawings;

19.4.1.10. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;

19.4.1.11. Unauthorized deviations from the Contract Documents;

19.4.1.12. Failure of the Contractor to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates;

19.4.1.13. Failure to provide acceptable certified payroll records, as required by these Contract Documents or by written request; for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or by each Subcontractor in connection with the Worker if payroll records are delinquent or inadequate;

19.4.1.14. Failure to properly pay prevailing wages as required in Labor Code section 1720 et seq. or failure to comply with any other Labor Code requirements;

19.4.1.15. Failure to comply with any applicable federal statutes and regulations regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements,

Copeland Act requirements, Davis-Bacon Act and related requirements, Contract Work Hours and Safety Standards Act requirements, if applicable;

19.4.1.16. Failure to properly maintain or clean up the Site;

19.4.1.17. Failure to timely indemnify, defend, or hold harmless the District;

19.4.1.18. Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits;

19.4.1.19. Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents;

19.4.1.20. Failure to pay any royalty, license or similar fees;

19.4.1.21. Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract; and

19.4.1.22. Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any penalties or fines therefore whether imposed on the District or Contractor.

19.4.2. Reallocation of Withheld Amounts

19.4.2.1. District may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then that amount shall be considered a payment made under Contract by District to Contractor and District shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of funds disbursed on behalf of Contractor.

19.4.2.2. If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after FORTY-EIGHT (48) hours written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. The District shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred twenty-five percent (125%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

19.4.3. Payment After Cure

When Contractor removes the grounds for declining approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

19.5. Subcontractor Payments

19.5.1. Payments to Subcontractors

No later than ten (10) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

19.5.2. No Obligation of District for Subcontractor Payment

The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

19.5.3. Joint Checks

District shall have the right in its sole discretion, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, any obligation from the District to such Subcontractor, or rights in such Subcontractor against the District.

20. COMPLETION OF THE WORK

20.1. Completion

20.1.1. District will accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District.

20.1.2. The Work may only be accepted as complete by action of the governing board of the District.

20.1.3. District, at its sole option, may accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within thirty (30) days after the date of the District's acceptance of completion, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

20.1.4. At the end of the thirty-five (35) day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Contract Price, and/or District's right to perform the Work of the Contractor.

20.2. Close-Out Procedures

20.2.1. Punch List

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

20.2.2. Close-Out Requirements

20.2.2.1. Utility Connections

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

20.2.2.2. Record Drawings

20.2.2.2.1. Contractor shall provide exact Record Drawings of the Work upon completion of the Project as indicated in the Specifications.

20.2.2.2.2. Contractor is liable and responsible for any and all inaccuracies in the Record Drawings, even if inaccuracies become evident at a future date.

20.2.2.2.3. Upon completion of the Work and as a condition precedent to approval of final payment, Contractor shall obtain the Inspector's approval of the corrected prints and employ a competent draftsman to transfer the Record Drawings information to the most current version of Autocad that is, at that time, currently utilized for plan check submission by either the District, the Architect, OPSC, and/or DSA, and print a complete set of transparent sepias. When completed, Contractor shall deliver corrected sepias and diskette/CD/other data storage device acceptable to District with Autocad file to the District.

20.2.2.3. Maintenance Manuals: Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

20.3. Final Inspection

20.3.1. Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2. Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the District its final Application for Payment.

20.3.3. Final Inspection Requirements

20.3.3.1. Before calling for final inspection, Contractor shall determine that the following have been performed:

20.3.3.1.1. The Work has been completed.

20.3.3.1.2. All life safety items are completed and in working order.

20.3.3.1.3. Mechanical and electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.

20.3.3.1.4. Electrical circuits scheduled in panels and disconnect switches labeled.

20.3.3.1.5. Painting and special finishes complete.

20.3.3.1.6. Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

20.3.3.1.7. Tops and bottoms of doors sealed.

20.3.3.1.8. Floors waxed and polished as specified.

20.3.3.1.9. Broken glass replaced and glass cleaned.

20.3.3.1.10. Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.

20.3.3.1.11. Work cleaned, free of stains, scratches, and other foreign matter, of damaged and broken material replaced.

20.3.3.1.12. Finished and decorative work shall have marks, dirt, and superfluous labels removed.

20.3.3.1.13. Final cleanup, as provided herein.

20.4. Costs of Multiple Inspections

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

20.5. Partial Occupancy or Use Prior to Completion

20.5.1. District's Rights to Occupancy

The District may occupy or use any completed or partially completed portion of the Work at any stage, and such occupancy shall not constitute the District's Final Acceptance of any part of the Work. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. The District and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. Any dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

20.5.2. Inspection Prior to Occupancy or Use

Immediately prior to partial occupancy or use, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

20.5.3. No Waiver

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or acceptance of the Work not complying with the requirements of the Contract Documents.

21. FINAL PAYMENT AND RETENTION

21.1. Final Payment

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The District shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from the District, pay the amount due Subcontractors.

21.2. Prerequisites for Final Payment The following conditions must be fulfilled prior to Final Payment:

21.2.1. A full release of all Stop Payment Notices served in connection with the Work shall be submitted by Contractor

21.2.2. A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 3262, or after July 1, 2012, Civil Code section 8136, from the Contractor and each subcontractor of any tier and supplier to be paid from the final payment;

21.2.3. A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 3262, or after July 1, 2012, Civil Code section 8134, from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payments; and

21.2.4. The Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.

21.2.5. Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

21.2.6. Contractor must have completed all requirements set forth under "Close-Out Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

21.2.7. Architect shall have issued its written approval that final payment can be made.

21.2.8. The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents.

21.2.9. The Contractor shall have completed final clean up as provided herein.

21.3. Retention

21.3.1. The retention, less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid:

21.3.1.1. After approval of the District by the Architect's Certificate of Payment,

21.3.1.2. After the satisfaction of the conditions set forth herein, and

21.3.1.3. After thirty-five (35) days after the recording of the Notice of Completion by District.

21.3.2. No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor pursuant to Public Contract Code section 22300.

21.4. Substitution of Securities The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

22. UNCOVERING OF WORK

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be replaced at the Contractor's expense without change in the Contract Price or Contract Time.

23. NONCONFORMING WORK AND CORRECTION OF WORK

23.1. Nonconforming Work

23.1.1. Contractor shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other Contractors caused thereby.

23.1.2. If Contractor does not remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed FORTY-EIGHT (48) hours, District may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Contractor.

23.2. Correction of Work

23.2.1. Correction of Rejected Work

Pursuant to the notice provisions herein, the Contractor shall promptly correct the Work rejected by the District, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

23.2.2. One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

23.3. District's Right to Perform Work

23.3.1. If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, after FORTY-EIGHT (48) hours written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

23.3.2. If it is found at any time, before or after completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

23.3.2.1. That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the District;

23.3.2.2. That the District deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

23.3.2.3. That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

24. TERMINATION AND SUSPENSION

24.1. District's Right to Terminate Contractor for Cause

24.1.1. Grounds for Termination The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon the following:

24.1.1.1. Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

24.1.1.2. Contractor fails to complete said Work within the time specified or any extension thereof, or

24.1.1.3. Contractor persistently fails or refused to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

24.1.1.4. Contractor files a petition for relief as a debtor, or a petition is filed against the Contractor without its consent, and the petition not dismissed within sixty (60) days; or

24.1.1.5. Contractor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

24.1.1.6. Contractor persistently or repeatedly refuses fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

24.1.1.7. Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

24.1.1.8. Contractor persistently disregards laws, or ordinances, or instructions of District; or

24.1.1.9. Contractor fails to supply labor, including that of Subcontractors, that can work in harmony with all other elements of labor employed or to be employed on the Work;

24.1.1.10. Contractor fails to comply with all OCIP requirements or fails to provide all information or documents requested by the OCIP Program Administrator or the District; or

24.1.1.11. Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract.

24.1.2. Notification of Termination

24.1.2.1. Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after

the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract shall cease and terminate. Upon Determination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

24.1.2.2. Upon Termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

24.1.2.2.1. Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and

24.1.2.2.2. Commences performance of this Contract within (three (3) days from date of serving of its notice to District.

24.1.2.3. Surety shall not utilize Contractor in completing the Project if the District notifies Surety of the District's objection to Contractor's further participation in the completion of the Project. Surety expressly agrees that any contractor which Surety proposes to fulfill Surety's obligations is subject to District's approval. District's approval shall not be unreasonably withheld, conditioned or delayed.

24.1.2.4. If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

24.1.3. Effect of Termination

24.1.3.1 Contractor shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the performance bond for all damages caused the District by reason of the Contractor's failure to complete the Contract.

24.1.3.2 In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

24.1.3.3 In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

24.1.3.4 If the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) days of District's request.

24.1.3.5 The District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of it Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

24.1.3.6 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to District.

24.1.4 Emergency Termination of Public Contracts Act of 1949

24.1.4.1 This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

24.1.4.1.1 Section 4410 of the Government Code states:

> In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

24.1.4.1.2 Section 4411 of the Government Code states:

> Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

24.1.4.2 Compensation to the Contractor shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

24.2 Termination of Contractor for Convenience

24.2.1 District in its sole discretion may terminate the Contract upon three (3) days written notice to the Contractor. Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause. In case of a termination for convenience, the Contractor shall have no claims against the District except:

24.2.1.1 The actual cost for labor, materials, and services performed that is unpaid and can be documented through timesheets, invoices, receipts, or otherwise, and

24.2.1.2 Five percent (5%) of the total cost of work performed as of the date of termination or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Contractors' and its Subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience.

24.3 Suspension of Work

24.3.1 District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to the Contractor.

24.3.1.1 An adjustment may be made for changes in the cost of performance of the Work caused by any such suspension, delay or interruption. No adjustment shall be made to the extent:

24.3.1.1.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

24.3.1.1.2 That an equitable adjustment is made or denied under another provision of the Contract; or

24.3.1.1.3 That the suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder.

24.3.1.2 Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order herein. This amount shall be full compensation for all Contractor's and its Subcontractor(s)' changes in the cost of performance of the Contract caused by any such suspension, delay or interruption.

25. CLAIMS AND DISPUTES

25.1 Performance During Dispute or Claim Process

Contractor shall continue to perform its Work under the Contract and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

25.2 Definition of Dispute

25.2.1The term "Dispute" means a separate demand by the Contractor for:

25.2.1.1 A time extension;

25.2.1.2 Payment by the District of money or damages arising from Work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided for or to which the Contractor is not otherwise entitled to; or

25.2.1.3 An amount of payment disputed by the District.

25.3 Dispute Presentation

25.3.1 If Contractor intends to apply for an increase in the Contract Price or Contract Time for any reason including, without limitation, the acts of District or its agents, Contractor shall, within ten (10) days after the event giving rise to the Dispute, give notice of the Dispute in writing and submit to the District a written statement of the damage sustained or time requested. On or before twenty (20) days after Contractor's

written Notice of Dispute, Contractor shall file with the District an itemized statement of the details and amounts of its Dispute for any increase in the Contract Price of Contract Time. Otherwise, Contractor shall have waived and relinquished its dispute against the District and Contractor's claims for compensation or an extension of time shall be forfeited and invalidated. Contractor shall not be entitled to consideration for payment or time on account of the instant matter.

25.3.2 The Notice of Dispute shall identify:

25.3.2.1 The issues, events, conditions, circumstances and/or causes giving rise to the dispute;

25.3.2.2 The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments; and

25.3.2.3 The line-item costs for labor, material, and/or equipment, if applicable.

25.3.3 The Notice of Dispute shall include the following certification by the Contractor:

25.3.3.1 The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

25.3.3.2 Furthermore, Contractor understands that the value of the attached dispute expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.3.4 If a Dispute, or any portion thereof, remains unresolved upon satisfaction of all applicable Dispute Resolution requirements, the Contractor shall comply with all claim resolution requirements as provided in Public Contract Code sections 9204 and 20104 et seq.

25.4 Dispute Resolution

25.4.1 Contractor shall file with the District the Notice of Dispute, including the documents necessary to substantiate it, on or before the day of submitting the application for final payment.

25.4.2 District shall respond in writing within forty-five (45) days of receipt of the Dispute and all required information and documents, or may request in writing within thirty (30) days of receipt of the Dispute, any additional documentation supporting the Dispute or relating to defenses or claims District may have against the Contractor.

25.4.2.1 If additional information or documents are required, they shall be provided by the Contractor.

25.4.2.2 District's written response to the documented Dispute shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

25.4.3 If Contractor disputes the District's written response, Contractor may file a claim pursuant to the Claim Resolution requirements provided herein.

25.5 Definition of Claim

25.5.1 The term "Claim" means a dispute that remains unresolved at the conclusion of the Dispute Resolution requirements as provided above.

25.6 Claim Presentations

25.6.1 Contractor must timely submit the Claim and all reasonable documentation necessary to substantiate any Claim by registered mail or certified mail with return receipt requested. Otherwise, Contractor shall have waived and relinquished its Claim against the District and Contractor's Claims for compensation or an extension of time shall be forfeited and invalidated, and Contractor shall not be entitled to consideration for payment or time on account of the instant matter.

25.6.1.1 All Claims shall include the following certification by the Contractor:

25.6.1.1.1 The undersigned Contractor certifies under penalty of perjury that the attached claim is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

25.6.1.1.2 Furthermore, Contractor understands that the value of the attached claim expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.7 Claim Resolution

25.7.1 Nothing in this Section 25.7 is intended to extend the time limit or supersede notice requirements otherwise provided by the Contract for the filing of Claims or Disputes.

25.7.2 The District shall respond to Claims as properly presented in accordance with the Claim Presentation requirements above as follows:

25.7.2.1 For Claims of fifty thousand dollars ($50,000) or less, the District shall respond in writing within 45 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the District and the Contractor. The District's written response to the Claim, as further documented, shall be submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater. The District's written response to the Claim submitted under this paragraph will identify what portion of the Claim is disputed and what portion is undisputed.

25.7.2.2 For Claims of over fifty thousand dollars ($50,000) and less than or equal to three hundred seventy-five thousand dollars ($375,000), the District shall respond in writing within 60 days of receipt of the Claim, or may request, in writing, within 30 days of receipt of the Claim, any additional documentation supporting the Claim or relating to defenses to the Claim the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided upon mutual agreement of the District and the Contractor. The District's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a

period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater. The District's written response to the Claim submitted under this paragraph will identify what portion of the Claim is disputed and what portion is undisputed.

25.7.2.3 For all other Claims and Claim amounts, upon receipt of a Claim as set forth above, the District shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim under this paragraph, the District and Contractor may, by mutual agreement, extend the time period provided in this paragraph.

25.7.3 If the District needs approval from its governing Board to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing Board does not meet within the applicable time required for the District's written response to the Claim as set forth above, or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three days following the next duly publicly noticed meeting of the governing Board after the applicable time required for the District's written response to the Claim as set forth above or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

25.7.4 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. If the District fails to issue a written statement, section 25.7.11 below shall apply.

25.7.5 If the Contractor disputes the District's written response, or if the District fails to respond to the Claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute within 15 days of receipt of the District's written response or within 15 days of the District's failure to respond within the applicable time prescribed. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the Claim.

25.7.6 Following the conclusion meet and confer conference, if the Claim or any portion of it remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a Claim must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process. However, nothing in the Dispute and Claims procedures set forth in this Section 25 shall act to waive or relieve the Contractor from meeting the requirements or extend the time requirements set forth in Government Code section 900 et seq.

25.7.7 Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and the Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral

third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

25.7.8 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

25.7.9 Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

25.7.10 This section does not preclude the District from requiring arbitration of Claims under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the Claim.

25.7.11 Failure by the District to respond to a Claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to the Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

25.7.12 Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

25.7.13 If a Subcontractor or a lower tier Subcontractor lacks legal standing to assert a Claim against a District because privity of contract does not exist, the Contractor may present to the District a Claim on behalf of a Subcontractor or lower tier Subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier Subcontractor, that the Contractor present a Claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Claim to the District and, if the Contractor did not present the Claim, provide the Subcontractor with a statement of the reasons for not having done so.

25.7.14 Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable.

25.7.15 The attention of the Contractor is drawn to Government Code section 12650, et seq. regarding penalties for false claims.

25.7.16 The Contractor shall bind all its Subcontractors to the provisions of this section 25 and will hold the District harmless against Disputes or Claims by Subcontractors.

25.8 Dispute and Claim Resolution Non-Applicability

25.8.1 The procedures for dispute and claim resolutions set forth in this Article shall not apply to the following:

25.8.1.1 Personal injury, wrongful death or property damage claims;

25.8.1.2 Latent defect or breach of warranty or guarantee to repair;

25.8.1.3 Stop payment notices;

25.8.1.4 District's rights set forth in the Article on Suspension and Termination;

25.8.1.5 District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Dispute and Claim Resolution requirements provided in this Article.

25.9 Contractor's costs incurred in seeking relief under this Article are not recoverable from the District.

26 STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

26.1 Monitoring and Enforcement by Labor Commissioner

26.1.1 Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The Contractor and all subcontractors shall be required to furnish, at least monthly, certified payroll records directly to the Labor Commissioner in accordance with Labor Code section 1771.4. All payroll records shall be furnished in a format required by the Labor Commissioner. The Contractor and all subcontractors must sign up for, and utilize, the Labor Commissioner's electronic certified payroll records submission system. The District will have direct and immediate access to all CPRs for the Project that are submitted through the Labor Commissioner's system. The District can use this information for any appropriate purpose, including monitoring compliance, identifying suspected violations, and responding to Public Records Act requests. Additionally, the District may, at the sole discretion of the District, require the Contractor to submit separate CPRs to the District in intervals required by the District's labor compliance program.

26.1.2 The Labor Commissioner/ DLSE may conduct various compliance monitoring and enforcement activities including, but not limited to, confirming the accuracy of payroll records, conducting worker interviews, conducting audits, requiring submission of itemized statements prepared in accordance with Labor Code section 226, and conducting random in-person inspections of the Project site ("On-Site Visits"). On-Site Visits may include inspections of records, inspections of the Work site and observation of work activities, interviews of workers and others involved with the Project, and any other activities deemed necessary by the Labor Commissioner/DLSE to ensure compliance with prevailing wage requirements. The Labor Commissioner/DLSE shall have free access to any construction site or other place of labor and may obtain any information or statistics pertaining to the lawful duties of the Labor Commissioner/DLSE.

26.1.3 Any lawful activities conducted or any requests made by the Labor Commissioner/DLSE shall not be the basis for any delays, claims, costs, damages or liability of any kind against the District by the Contractor. Contractor and all subcontractors shall cooperate and comply with any lawful requests by the Labor Commissioner/ DLSE. The failure of the Labor Commissioner, DLSE, or any other entity related to the Department of Industrial Relations to comply with any requirement imposed by the California Code of Regulations, Title 8, Chapter 8 shall not of itself constitute a defense to the failure to pay prevailing wages or to comply with any other obligation imposed by Division 2, Part 7, Chapter 1 of the Labor Code.

26.1.4 Prior to commencing any Work on the Project, the Contractor shall post the required notice/poster required under the California Code of Regulations and Labor Code section 1771.4 in both English and Spanish at a conspicuous, weatherproof area at the Project site. The required notice/poster is available on the Labor Commissioner's website.

26.2 Wage Rates, Travel, and Subsistence

26.2.1 Pursuant to the provisions of article 2 (commencing at section 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

26.2.2 Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.2.3 Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations ("DIR") ("Director"), regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

26.2.4 If during the period this bid is required to remain open, the Director determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

26.2.5 Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount (believed by the District to be currently two hundred dollars ($200)) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

26.2.6 Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

26.2.7 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

26.2.8 Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.3 Hours of Work

26.3.1 As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

26.3.2 Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

26.3.3 Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty-five dollars ($25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

26.3.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

26.4 Payroll Records

26.4.1 Contractor shall prepare and provide to the District and shall cause each Subcontractor performing any portion of the Work under this Contract to prepare and provide to the District an accurate and complete certified payroll record ("CPR"), showing the name, address, social security number, work classification, straight time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work. All CPRs as specified in Labor Code section 1776 of the Contractor and all subcontractors of any tier shall be certified and furnished directly to the Labor Commissioner in accordance with Labor Code section 1771.4(a)(3) on a monthly basis (or more frequently if required by the District or the Labor Commissioner) and in a format prescribed by the Labor Commissioner. CPRs as specified in Labor Code section 1776 shall be certified and submitted to the District with each application for payment.

26.4.2 All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

26.4.2.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.2.2 CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

26.4.2.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards, or the Division of Labor

Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

26.4.3 The form of certification for the CPRs shall be as follows:

I, _____ (Name-Print), the undersigned, am the _____ (Position in business) with the authority to act for and on behalf of _____ ___ (Name of business and/or Contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of _____ (Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of sections 1771, 1811, and 1815 for any work performed by our employees on the Project.

Date: _____ Signature: _____

(Section 16401 of the California Code of Regulations)

26.4.4 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (Section 175a of Title 29 of the United States Code) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided non-redacted copies of certified payroll records.

26.4.5 Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

26.4.6 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to District, forfeit one hundred dollars ($100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

26.5 [RESERVED]

26.6 Apprentices

26.6.1 Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor

Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

26.6.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

26.6.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

26.6.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

26.6.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.6.6 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

26.6.7 If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.6.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

26.6.7.2 Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.6.8 Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.6.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California 94102.

26.7 Non-Discrimination

26.7.1 Contractor herein agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, national origin, ancestry, sex, age, or physical handicap in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all

administrative rules and regulations found to be applicable to Contractor and Subcontractor.

26.7.2 Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.8 Labor First Aid

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (8 Cal. Code of Regs., §1 et seq.).

27 [RESERVED]

28 MISCELLANEOUS

28.1 Assignment of Antitrust Actions

28.1.1 Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commending with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

28.1.2 Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28.1.3 Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

28.1.4 Section 4554 of the Government Code states:

> Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

28.1.5 Under this Article, "public purchasing body" is District and "bidder" is Contractor.

28.2 Excise Taxes

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Contract Price.

28.3 Taxes

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 of the Revenue and Taxation Code; Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

28.4 Shipments

All shipments must be F.O.B. destination to Site or sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

28.5 Compliance with Government Reporting Requirements

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of which it is part, or for any other reason, Contactor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT

SUPPLEMENTAL CONDITIONS

These Supplemental Conditions modify the General Conditions and form a part of the Contract Documents for the work generally described. Where portions of the General Conditions are modified and or deleted by these Supplemental Conditions, the unaltered portions of the General Conditions shall remain in effect

1. Article 1 – Contract Terms and Definitions

1.1. Article 1.1.9 – Construction Change Directive
The word "Construction Change Directive" shall be synonymous with the words, "Bulletin", "Instruction Bulletin", "Field Directive, etc. Such words shall be the formal document issued by the Architect / District / Construction Manager, giving the Contractor authorization to proceed with changes in the scope of work post bid / contract award.

1.2. Article 1.1.15 – Contractor
The word "Contractor" shall also be synonymous with the words, "Prime Contractor" "Trade Contractor", "Category Contractor", "Bid Contractor", Bid Category Contractor" or any variation of the same. These terms are used interchangeably in the course of the contract documents."

2. Article 2 – Shop Drawings, Product Data, and Samples

2.1. Article 2.1.3
All submittals unless noted otherwise in Division 01, shall be submitted for architect review no later than ten (10) days from the date of the Notice to Proceed.

3. Article 3 – Architect

3.1. Article 3.4
All communication to be submitted to the Program and/or the Construction Manager.

4. Article 10 – Contractor's Submittals and Schedules

4.1. Article 10.1.1.2 – Preliminary Schedule of Values
The schedule of values shall follow the following format:

- A single line item for each of the following:
  - Bond Premium (not to exceed 105% of the bond premium amount)
  - General Conditions (not to exceed 8% of the subtotal of subcontractors)
  - Alternates (each as it applies)
  - Mobilization (not to exceed 2% of contract total)
  - Submittals (all submittals on one line item, not to exceed 2% of contract total)
  - Allowance
  - SWPPP
  - Punch-list (Including all subcontractors, 5% of the contract's total)
  - Closeout (Including all subcontractors, 5% of the contract's total)
- Site: (if applicable)
  - Specification Section
    - Material (including subcontractor name)
      - Rough
      - Finish
      - Testing
    - Labor (including subcontractor name)
      - Rough
      - Finish
      - Testing
- Building and By Floor
  - Specification Section
    - Material (including subcontractor name)
      - Rough
      - Finish
      - Testing
    - Labor (including subcontractor name)

- Rough
- Finish
- Testing

5. Article 13 – Insurance and Bonds

5.1. Article 13.1.6.3

Add "Program Manager(s)" to the endorsement.

Maintenance of Insurance: Any insurance bearing on the adequacy of performance of Work shall be maintained after the District's Final Acceptance of all of the Work for **the full one year correction of work period and any longer specific contractor guarantee or warranty periods set forth in the Contract Documents.** Should such insurance be canceled before the end of any such periods and the Contractor fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to charge the cost thereof to the Contractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations or performance of the Work under the Contract

Certificates of Insurance: With the execution of the Contract, Contractor shall deliver to the District Certificates of Insurance evidencing the insurance coverages required by the Contract Documents. Failure or refusal of the Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law. Should any policy of insurance be canceled before Final Acceptance of the Work by the District and the Contractor fails to immediately procure replacement insurance as required, The Contractor may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law. The Contractor shall, from time to time, furnish the District, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of the Contractor to comply with the District's request may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents.

Required Endorsements/Waivers

General Liability

Waiver of Subrogation Endorsement/Transfer of Rights

Additional Insured Endorsement

Additional Insured

Policy # Listed

Named insured

Primary & Non Contributory

Provides Completed Operations

Auto Liability

Waiver of Subrogation Endorsement/Additional Insured Endorsement – Policy Number Listed

Workers Compensation

Waiver of Subrogation – Policy Number Listed

Description of Operations/Locations: In this section include the project number and name of the project along with the named insured's. Also include a listing of all the waivers, endorsements and other documents that apply to each coverage.

6. Article 15 – Time

6.1. Article 15.2 – Computation of Time / Adverse Weather

15 calendar days are expected during the period of construction and as identified in the baseline

schedule. The Contractor's Construction Schedules prepared shall incorporate the number of expected Rain Days set forth above and there shall be no adjustments to the Contract Time on account of unusually severe weather conditions resulting from rainfall until the actual number of Rain Days exceed those set forth above.

6.2. Add Article 15.2.4 – Project Recognized Holidays
The project recognizes / observes the following seven (7) annual holidays **ONLY**: New Years' Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, the day following Thanksgiving Day, Christmas Day. ALL other week days in the calendar year is considered a work day. Any day that the Contractor or organization recognizes as a holiday, Contractor will be expected to be on-site with the correct crew size. Contractor shall include in the base bid the appropriate wage rate for holiday pay if the contractor recognizes any other days.

6.3. Article 15.4.1 – Time of the Essence
Refer to 013200 – Construction Progress Documentation for contract time.

7. **Article 16 – Extension of Time – Liquidated Damages**

7.1. 16.1 – Liquidated Damages
Refer to 013200 – Construction Progress Documentation for further information related to Contract Time and Liquidated Damages.

7.2. 16.2.1.
Change five (5) calendar days to three (3) calendar days. Written notification to be on Company letterhead stationery.

8. Article 17 – Changes in the Scope of Work

8.1. Article 17.5 – Force Accounts Directives

8.1.1. 17.5.6 Add the following to this article clarifying the start & stop, as well as daily approval.
Adjustment to the Contract Price can be directed by the District on a time and material (T&M) basis. Contractor shall keep and maintain cost-accounting records satisfactory to the District, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents. Contractor or Contractor's Subcontractor MUST notify the Construction Manager and the Inspector or Record (IOR) prior to each day of time and material commencement and again at the completion of the day. All T&M tickets must be presented to the Construction Manager and/or the IOR **daily** for signature for verification of work performed and time. Construction Manager and/or the IOR MUST verify all time and material work and will not sign the time and material ticket if the Contractor or their Subcontractor has not properly notified the Construction Manager and/or IOR, as stated above.

9. Article 19 – Payments

9.1. Article 19.2 – Cost Breakdown

9.1.1. Article 19.2 – Application for Progress Payment

9.1.1.1. Article 19.2.1.1. Progress Payment Timelines
Single Prime Contract: Draft invoice to be reviewed between Contractor and Program/Construction Manager by the 25th of each month. Contractor to provide final invoice based on the draft approval by the 30th of each month for required signatures.

9.1.1.2. Article 19.2.1.1. Progress Payment Timelines
Multi-Prime Contracts: On or before the 25th of each calendar month, during the progress of the portion of the Work for which payment is being requested, the Construction Manager will forward a draft billing for the Prime Contractor's approval indicating the percentages representative of the work installed. The Prime Contractor shall affix comments and/or initials and return draft billing. Material invoices, evidence of equipment purchases and rentals, along with other support and details of cost, may be required to be submitted to the Owner from time to time.

Draft billings not returned to the Construction Manager will be assumed "correct as noted". The Construction Manager will then forward a formal billing to the Prime Contractor. The formal billing, with applicable releases attached, and containing wet signatures, shall be returned to the Construction Manager. Monthly billings will be collectively forwarded to the District for processing. Failure to return the billing or applicable attachments within the time frames specified by the Construction Manager will result in processing no sooner than the next application period.

9.1.1.3. Article 19.2.2.1 – First Payment Request
The following items, if applicable, must be completed before the first payment request will be accepted for processing:

- Installation of field office (if applicable);
- Approved schedule of values
- Copies of necessary permits;
- Executed Contract with District
- Bond and insurance endorsements received and accepted by District;
- Copies of authorizations and licenses from governing authorities;
- Resumes of Contractor's key personnel as determined by the Contract Documents and approved by District;
- List of all subcontractors, with names, license numbers, telephone numbers, and scope of work
- Approved competent person
- Preliminary CPM schedule
- Project approach (section 011000)
- List of all Job Hazard analysis (section 012200)
- Site Safety Plan (section 012200)
- Waste Reduction & Recycling Plan (section 013520)
- IIPP / Safety Program on file with the Construction Manager;
- Receipt of submittals per section 013200

9.1.1.4 Article 19.2.2.2 – Second Payment Request
The second payment request will not be processed until the following is received

- Receipt of completed trade related submittals as noted in section 013200
- Approved CPM schedule

9.2 Article 19.3 – Progress Payment

9.2.1 In addition to the requirements to review, the following shall too be considered

- Current daily work reports
- Current safety meeting minutes
- Current as-builts
- Current insurance certificates
- Current certified payroll
- Current SWPPP log / maintenance
- Current releases
- Safety Orientation (as necessary)
- Waste & recycling forms
- Conditional and unconditional waivers & release are required for prime contractor only
- Unconditional Waiver and Release for prior progress payments

9.2.2 Article 19.2.2.4 Application at Substantial Completion

- Warranties and maintenance agreements
- Test records and as-builts
- Meter readings (if required)
- Advice of shifting insurance coverages
- Operation and maintenance manuals

- List of incomplete work, recognized as exceptions to Engineer's Certificate of Substantial Completion
- Updated Schedule of Values
- Conditional and unconditional waivers and releases
- Final commissioning of systems and training of District personnel

9.2.3 Article 21 Final Payment Application

- Completion of Project Closeout requirements
- Completion of items specified for completion after Substantial Completion
- Assurance that unsettled claims will be settled
- Transmittal of required project construction records to District
- Proof that taxes, fees and similar obligations have been paid
- Removal of temporary facilities and services
- Removal of surplus materials, rubbish and similar elements
- Final updated Schedule of Values
- Conditional and unconditional waivers and releases
- Guarantee Form
- DVBE documentation (if required)
- District sign-off for return of keys (if required)

Materials or Equipment Delivered and Stored at the Site: Payment of stored amount shall not exceed the actual invoice amount or the schedule of value line item amount.

Materials or Equipment Not Delivered or Stored at the Site: Contractor may include in its Request for Payment the value of any purchased material being stored off –site. Provide the following is met:

A. Approval of the District to be given at the District's sole discretion,
B. Written request to be received a minimum of two weeks prior to the draft billing approval cycle. There must be reasonable time for District representative to schedule time to travel to and inspect to confirm. Travel not to exceed 50 miles from project site.
C. Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, without limitation, recorded financing statements, UCC filings and UCC searches;
D. Contractor shall submit to the District a written list identifying each location where materials are stored off-site (which must be a bonded warehouse) and the value of the materials at each location. The Contractor shall procure insurance satisfactory to the District (in its reasonable discretion) for materials stored off-site in an amount not less than the total value thereof,
E. The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site,
F. Representatives of the District shall have the right to make inspections of the storage areas at any time; and
G. Such materials shall be (1) protected from diversion, destruction, theft and damage to the reasonable satisfaction of the District; (2) specifically marked for use on the Project; and (3) segregated from other materials at the storage facility.

END OF SECTION

10. Owner Controlled Insurance Program (OCIP)

Contractor and all of its Subcontractors must carefully review the Owner Controlled Insurance Program (OCIP) document attached hereto as exhibits to these Supplemental Conditions. Contractor and all of its Subcontractors submitting a bid for the Project shall not include costs for insurance provided under OCIP. Please note, however, that the insurance coverage provided under OCIP is limited and the Contractor and its Subcontractors may need to purchase and include in their bid, the cost of any additional insurance coverage necessary to perform all Work on the Project and protect them from liability arising out of the Construction Contract. Please also carefully review the OCIP documents to determine who and what is excluded from coverage. The expenses for any additional insurance coverage beyond OCIP are the sole responsibility of the Contractor and its Subcontractors. Please note that the Contractor and all of its Subcontractors must meet certain experience modification factor (EMR) requirements to be enrolled in OCIP. If the Contractor or its Subcontractors do not include insurance costs covered by OCIP in its bid and is subsequently deemed not qualified to enroll in OCIP by the OCIP Administrator, the Contractor and/or Subcontractor(s) must meet all insurance requirements set forth in the Contract Documents. No additional costs or days shall be granted to the Contractor under this Paragraph. The determination of who qualifies for coverage and to be enrolled in the OCIP shall be made solely by the OCIP Program Administrator with approval from the District.

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Appendix A
OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

1.1 INTRODUCTION

The District, hereinafter referenced as "District" or "Owner", has elected, at its sole discretion, to implement an Owner Controlled Insurance Program ("OCIP") under the Statewide Educational Wrap Up Program ("SEWUP"). The SEWUP Joint Powers Authority ("JPA") will be providing the OCIP on behalf of the Owner. All terms and conditions of the SEWUP Contractual Provisions will apply during the term of the contract.

The SEWUP JPA will provide Workers' Compensation, Employer's Liability, General & Excess Liability, and Contractor's Pollution Liability for all Enrolled Contractors (and their Enrolled Subcontractors of every tier) and other designated parties for work performed at the Project Site (hereinafter called "Project") as well as Builder's Risk insurance. The Owner agrees to pay all premiums associated with the OCIP, unless otherwise stated in this section and in other contract documents. The OCIP coverages will be primary to other valid and collectable insurance for the owner and enrolled parties in the program.

Insurance coverage provided under the OCIP is limited in scope and specific to work performed after the inception date of enrollment into the OCIP. Labor and ongoing operations related to offsite locations are not covered by the OCIP. In addition to any insurance provided by the Owner, all Contractors/Subcontractors will be responsible for providing certain insurance as specified in section 1.7. The Owner recommends that Contractors discuss the OCIP with their insurance agents, brokers or consultants to ensure that other proper coverages are maintained prior to contract acceptance.

Keenan & Associates, hereinafter called "Program Administrator", shall administer the OCIP on behalf of the SEWUP JPA. At all times, all Contractors/Subcontractors shall: (a) cooperate with Owner, Program Administrator, and all OCIP insurers, as applicable, and their respective consultants, agents and representatives, in its or their administration of the OCIP and all other terms and conditions described herein, and (b) comply with the terms, conditions, warranties, and subjectivities of the insurance policies provided pursuant to the OCIP, including, without limitation, any and all directives and requirements of Owner's and the OCIP insurers' respective consultants, agents and representatives, including, without limitation, any directive or requirement relating to loss control, and quality control, and the closure to Owner's satisfaction of open items on any and all quality control checklists and inventories.

A. Participation in the OCIP

Participation in the OCIP is mandatory but not automatic. Each Eligible Contractor/Subcontractor must follow the guidelines, as specified in section 1.5.

Definitions:

Enrollment: Required application and documents to be submitted by Contractors/Subcontractors of all tiers for review by the OCIP Program Administrator for submission to the insurer. (See Sections 1.7 and 1.8)

Contractor: Includes all vendors, suppliers, businesses, persons, or entities and entities which the Owner has engaged directly by contract to perform services relating to the Project.

Subcontractor: Includes, but is not limited to, all businesses, vendors, suppliers, and other persons or entities that have been engaged by a Contractor to perform or assist with the performance of services relating to the Project, including all sub-tier contractors.

Enrolled Contractor: All Eligible Contractors/Subcontractors of all tiers are considered Enrolled once required application and documents are received, reviewed, and processed by the OCIP Program Administrator and submitted to the insurer. (See Sections 1.7 and 1.8)

Eligible: Includes all Contractors/Subcontractors providing direct labor on the Project, and excludes Ineligible Contractors, as defined below. Temporary labor services and leasing companies are to be treated as Eligible Contractors.

Ineligible: It is not the intent to insure certain entities and scopes of work, including, but not necessarily limited to the following: consultants; suppliers; abatement and/or removal of hazardous materials; vendors; off-site fabricators; materials dealers; surveyors; guard services; non-construction janitorial services; and truckers, including trucking to the Project where delivery is the only scope of work performed; and contractors performing landscape maintenance (though landscape work itself is covered). Ineligible parties are required to ensure that any (of their) eligible subcontractors who provide on-site labor comply with the OCIP Enrollment requirements. Program Administrator reserves the right to reconsider any entity's participation in the OCIP should its scope of work or contract change at any time. Any questions regarding a contractor's status as "Eligible" or "Ineligible" should be referred by written request to Owner and must be approved by the Program Administrator.

EACH CONTRACTOR/SUBCONTRACTOR MUST INCLUDE THIS DOCUMENT WITH THEIR BID SPECIFICATIONS TO ANY AND ALL SUBCONTRACTORS, INCLUDING ALL SUB-TIER SUBCONTRACTORS. Any contractor/subcontractor's failure to comply with the OCIP Administrator and all OCIP requirements shall be considered non-compliant under the contract.

Enrollment of each Contractor's eligible Subcontractors is mandatory. Contractor shall notify Owner and the Program Administrator in writing of the identity of each Subcontractor regardless of enrollment eligibility and shall cause each Subcontractor to notify the Program Administrator in writing of the identity of each of its Sub-subcontractors, prior to such party's commencement of their work and entry onto the Project. Contractors and Subcontractors of all tiers shall not be deemed enrolled until the Program Administrator and OCIP insurers receive and approve a completed Contract Enrollment Form for each awarded contract. Enrollment is required prior to commencement of on-site activities but no contractor shall be enrolled sooner than 30 days prior to their start date. Each Contractor/Subcontractor shall be solely responsible for any and all losses, damages, claims, liabilities, and suits arising out of such Subcontractor's failure to enroll, or delay in enrolling, any of its Subcontractors.

Unless otherwise directed by the Owner, Ineligible Contractors and Subcontractors will be required to maintain their own insurance for both on-site and off-site activities and will be required to participate in the Project Safety Program (See Section 1.16). Minimum Insurance and endorsement requirements are located in Sections 1.7 & 1.8. Each ineligible contractor must register with the OCIP's online portal ("WrapPortal"). All required certificates and endorsements must be supplied via WrapPortal.

B. Project Site and Offsite Premises

Coverages provided by the OCIP are Project Site specific. The Project Site shall be designated by the Owner. The Project Site consists of any and all projects that are endorsed to this policy, which includes the following:

1. Ways and means adjoining the endorsed project site
2. Adjacent locations to the endorsed project sites where incidental operations are being performed, excluding permanent locations

With the exception of 1 and 2 mentioned above, off-site locations, labor and ongoing operations are not covered by the OCIP. It will be the responsibility of each Contractor/Subcontractor to maintain off-site insurance, as identified in Section 1.7, which specifies coverage types and minimum limits. Contractor/Subcontractor will promptly furnish to the Owner, or its designated representative, Certificates of Insurance evidencing that all required insurance is in force.

1.2 PREQUALIFICATION & COST IDENTIFICATION

A. Contractor Pre-Qualification

Pursuant to Government Code Section 4420.5, Bidders must meet certain minimum standards to bid on the Owners' Project. The following qualification standards apply to ALL Bidding Contractors at time of bid opening:

1. Average Workers' Compensation Experience Modification Rate (EMR) of 1.25 or less over the last five (5) years OR the current published year.
    - *We encourage the bidder to choose subcontractors who meet these requirements however this will not exclude eligible subcontractors from enrolling in the OCIP.*
2. Zero (0) Serious and Willful violations (Labor Code Section 6300) against them in the past five (5) years
3. Evidence of an Injury and Illness Prevention Program (IIPP). Evidence is required to be submitted post bid opening and prior to bid award.

FAILURE TO MEET THESE MINIMUM STANDARDS SHALL DISQUALIFY THE BIDDER.

B. Contractor Insurance Cost Identification

Contractor's base bid shall exclude all costs for insurance coverages provided under the OCIP. If insurance cost is not removed, the bidder may not qualify as the lowest responsive bidder. The Bidder declares under penalty of perjury under California law, that the base bid excludes any costs relating to any insurance coverages afforded under the OCIP and that each subcontractor to the Bidder has similarly excluded costs for any insurance coverage afforded under the OCIP.

C. Change Order Pricing

All Contractors/Subcontractors declare, under penalty of perjury under California law, that any change order issued to the contract is priced to exclude any costs relating to any insurance coverage afforded under the OCIP.

1.3 OWNER-PROVIDED INSURANCE COVERAGES

CONTRACTOR/SUBCONTRACTOR SHOULD REFER TO THE ACTUAL POLICIES FOR DETAILS CONCERNING COVERAGE, EXCLUSIONS, AND LIMITATIONS. THE ORIGINAL POLICIES WILL PREVAIL AS THE SOLE BINDING AGREEMENT IN CONNECTION WITH ANY CLAIM OR QUESTION REGARDING COVERAGE PROVIDED BY THE OCIP. OCIP POLICIES AND THE PROJECT INSURANCE MANUAL ARE AVAILABLE UPON WRITTEN REQUEST TO THE PROGRAM ADMINISTRATOR.

THE OCIP IS INTENDED TO PROVIDE BROAD COVERAGES AND HIGH LIMITS TO ALL ENROLLED CONTRACTORS/SUBCONTRACTORS. THE OWNER DOES NOT WARRANT OR REPRESENT THAT THE OCIP COVERAGES CONSTITUTE AN INSURANCE PROGRAM THAT COMPLETELY ADDRESSES THE RISKS OF THE CONTRACTORS/SUBCONTRACTORS. PRIOR TO CONTRACT AWARD, IT IS THE RESPONSIBILITY OF ALL CONTRACTORS/SUBCONTRACTORS TO ENSURE THAT THE OCIP COVERAGES PROVIDED SUFFICIENTLY ADDRESS THEIR INSURANCE NEEDS. UPON REQUEST, OCIP POLICIES ARE AVAILABLE FOR REVIEW.

OCIP coverage applies only to Work performed under the contract at the Project (see Section 1.1, B for definition). All Contractors must provide their own insurance for Automobile Liability and off-site locations, labor, and operations.

Such policies or programs may be amended from time to time, and the terms of such policies or programs, as amended, are incorporated herein by reference.

The Contractors/Subcontractors enrolled in the OCIP agree that the OCIP policies' limits of liability, coverage terms, and conditions shall determine the scope of coverage provided by the OCIP. As of October 1, 2025, 100% of the limits are available.

A. Workers' Compensation and Employer's Liability Insurance will be provided in accordance with applicable state laws to all Enrolled Contractors/Subcontractors (each as a named insured, and issued an individual policy) reflecting the following Limits of Liability:

Workers' Compensation: California Statutory Benefits

Employer's Liability:

- $1,000,000 Bodily Injury each Accident
- $1,000,000 Bodily Injury by Disease – Policy Limit
- $1,000,000 Bodily Injury by Disease – Each Employee

1. Deductible: None
2. Exclusions: The known exclusions for this coverage are set forth below:

- Bodily Injury Outside US or Canada
- Bodily Injury To Any Member of Flying Crew
- Bodily Injury To Person Subject To Federal Workers' Compensation
- Bodily Injury To Person Subject To Occupational Disease Laws
- Contractual Liability
- Employees Knowingly Employed Illegally
- Employment Related Practices
- Intentional or Aggravated Bodily Injury
- Obligations Imposed By Disability Benefits or Any Similar Law
- Obligations Imposed By Occupational Disease Laws
- Obligations Imposed By Unemployment Compensation Laws
- Obligations Imposed By Workers' Compensation Laws
- State or Federal Law Violation Fines, Penalties

This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

3. Policy Term: The master policy effective date is October 1, 2025. The policy term is three years, with one automatic two-year renewal. The policy is intended to remain in effect for the length of the construction of the Project or through October 1, 2030 at 12:01am, whichever comes first. Warranty work and post contract repair work is excluded. Contractor and each Subcontractor is insured under the policy for the length of its work at the Project, or the policy end date, whichever comes first.
4. Workers' Compensation claims handled by this OCIP are still reflected in an Enrolled Contractor's Experience Modification Rating (EMR). Claims occurring on this OCIP project will impact an Enrolled Contractor's EMR the same way as claims occurring on non-OCIP work.

B. General and Excess Liability Insurance is written on an "Occurrence" form under master liability policies. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors as named insureds, with the total limits of liability reflecting the following*:

- $125,000,000 Each Occurrence
- $195,000,000 General Liability Aggregate
- $125,000,000 Products / Completed Operations Aggregate Limit

*The noted limits apply to the 10 Year Extended Completed Operations Coverage Term with no reinstatement (see Section 1.3.B.4.b)

1. Deductible: None
2. Conditional Warranties*:
    a. Subsidence: It is expressly warranted that the Named Insured and all Contractors and Sub-Contractors comply with all recommendations contained in the geotechnical/ environmental reports. Failure to comply will result in subsidence coverage being null and void and a full subsidence exclusion would be re-instated.
    b. EIFS Installation Agreement: The following terms and conditions shall be satisfied in connection with all EIFS work on any Project:
        i. EIFS work is to be specifically identified, and its value declared.
        ii. All EIFS work will be monitored by an independent EIFS inspection company to document compliance with manufacturers' handling and installation instructions.
        iii. EIFS product manufacturers and warranty providers will be identified and provided to the Owner.
3. Exclusions: The known exclusions for this coverage are set forth below:

- Aircraft, Auto or Watercraft
- Asbestos
- Medical Payments Coverage
- Certain Exclusions to Personal and Advertising Injury Liability
- Certified Acts of Terrorism
- Communicable Disease
- Contractual Liability (Limited Coverage Provided)
- Cross Suits – Limited
- Cyber and Data
- Employers Liability
- Employment Related Practices
- Expected or Intended Injury
- Fungi Or Bacteria
- Lead
- Certain exclusions for transportation or use of "Mobile Equipment"
- Nuclear
- Personal and Advertising Bodily Injury
- Pollution and Hazardous Materials
- Prior Continuous, or Progressively Deteriorating Injury or Damage
- Professional Liability
- Property Damage to the Project During the Course of Construction
- Punitive Damages
- Residential and Condominium Conversion
- Recall of Products, Work Or Impaired Property
- Silica or Silica Mixed Dust
- Subsidence - Conditional Warranty – So long as Contractor/Subcontractors follows specifications of geotechnical/environmental reports then the exclusion will be waived; if not, exclusion will be fully implemented
- Violation of Statutes Governing Collecting, Transmitting Information
- Violation of Statutes Governing Email, Fax, Phone Calls
- War
- Workers' Compensation and Similar Laws

This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the tables. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions and policy terms.

4. Policy Term:
    a. The master policy effective date is October 1, 2025. The policy is intended to remain in effect for the length of the construction of the Project or through October 1, 2030 at 12:01am, whichever comes first.
    b. The policy provides an Extended Products-Completed Operations Hazard Period of a maximum of 10 years from the date of substantial completion of the Project

C. Contractor's Pollution Liability is written under a master liability policy. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors, as named insured, reflecting the following Limits of Liability and Self Insured Retention (SIR):

- $15,000,000 Per Claim / $25,000,000 Policy Aggregate
- Defense costs up to $1,000,000, which are outside of the Limits of Liability

1. $10,000 Self Insured Retention (SIR) Each Claim: Contractor/Subcontractor shall be liable for payment of the SIR, at its expense; to the extent claims payable are attributable to their acts or omissions and/or the acts or omissions of its Subcontractors of any tier or any other entity or person for whom it may be responsible. The SIR will apply to each occurrence and must be satisfied prior to payment of loss or expense by the carrier. The SIR amount shall not be reimbursed by the OCIP Insurance Program or the District.
2. Exclusions: The known exclusions for this coverage are set forth below:

- Auto, Aircraft, Vessel Or Rolling Stock
- Claims Between Certain Insureds
- Contractual Liability
- Damage To Property
- Fines, Penalties, and Treble Damages
- Employment Related Practices
- Owned Hazardous Materials Facility
- Nuclear
- Other Entities
- Pre-Existing Conditions
- Products
- Terrorism
- War
- Workers' Compensation and Similar Laws

This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

3. Policy Term: The master policy effective date is October 1, 2025. The policy is intended to remain in effect for the length of the Project or through October 1, 2030 at 12:01am, whichever comes first.

D. Builder's Risk: coverage will be in place during the course of construction at the Project. Such insurance shall be written on a repair or replacement cost basis, subject to exclusions, sub limits, property limitations and conditions. Such insurance shall include the interests of the Owner as named insured and enrolled Contractors/Subcontractors as additional insureds. The deductible schedule is as follows:

Deductibles

- $5,000 - $50,000 deductible (depending on type of structure) for Wood Frame, Modular, Tilt-Up Construction, Joisted Masonry, and Fire Resistive / Non-Combustible / Masonry Non-Combustible.
- Up to $100,000 deductible for Water Damage to All Construction Types
- Deductibles are subject to increase if a Project's Builder's Risk term is extended 60 days or more.

1. Contractor/Subcontractors shall be responsible for the applicable deductible. The deductible shall apply to each occurrence and must be satisfied prior to payment of the loss. The deductible shall not be reimbursed by the OCIP Insurance Program or the District.

2. Exclusions: The known exclusions for this coverage are set forth below:

- Asbestos
- Certain Offsite Property
- Certain Release, Discharge, Escape, or Dispersal of Contaminants or Pollutants
- Certified Acts of Terrorism (Optional Coverage)
- Cessation of Work
- Consequential Loss (except as provided in Delay in Opening Coverage)
- Communicable Disease
- Contractor's Tools, Machinery, Plans, Equipment
- Cost of Making Good (Optional Coverage)
- Damage to Existing Property (Optional Coverage)
- Damage While Testing Prototype or Used Machinery/Equipment
- Damages, Fines, Penalties at Government Agency or Court Order
- Disappearance or When Revealed by Inventory Shortage Alone
- Earth Movement (Optional Coverage)
- Electrical, Magnetic, or Errors Related to Electronic Records
- Financial Accounts, Instruments, Stamps, Deeds, Precious Material
- Flood (Optional Coverage) (rain and the accumulation of rainwater included in Flood definition)
- Foreign Terrorism
- Infidelity, Dishonesty, Fraudulent Activity of Insured
- Land, Values of Land, Cut, & Fill etc. Prior to Project Commencement
- Loss Under Any Manufacturer or Supplier Guarantee/Warranty
- Normal Subsidence
- Nuclear
- Offshore or Barrier Island Property
- Property That Stores, Processes, or Handles Radioactive Materials
- Rolling Stock, Aircraft, Watercraft
- Software Loss, unless results from an Open Peril
- Standing Timber, Growing Crops, Animals
- Vehicles or Equipment Licensed For Highway Use
- War and Military Action

This builder's risk coverage and exclusion summary may not be all inclusive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions, sublimit and deductibles.

3. Special Conditions: All Wood Frame and Modular projects are subject to Protective Safeguards as shown in A
4. Policy Term: The policy term is the term of the project.
5. All Contractors/Subcontractors shall be responsible for any loss or damage to their personal property. This would include, but is not limited to, tools, equipment, mobile construction equipment, or materials NOT intended to be a permanent part of the building, whether owned, borrowed, used, leased, or rented by any Contractor/Subcontractor. Any insurance purchased by the Contractors/Subcontractors, or self-insurance, shall be the Contractors'/Subcontractors' sole source of recovery in the event of a loss.

E. OCIP Policies Establish OCIP Coverage. The insurance coverages, limits of liability, definitions, terms, conditions, exclusions and limitations referenced in these contractual provisions and the other contract documents are set forth in full in the OCIP insurance policies. The summary descriptions of such policies in these contractual provisions, in the Project Insurance Manual, or in any other contract document or elsewhere are not intended to be complete or to alter or amend any provisions of the actual OCIP policies. To the extent, if any, such descriptions herein or therein conflict with any such insurance policies, the provisions of the actual insurance policies shall govern. To the extent there are any other conflicts between or among the provisions of such insurance policies, these contractual provisions, the contract documents, or the Project Insurance Manual, then in descending order, the insurance policies shall govern, followed by these contractual provisions, the contract, the other contract documents, then the Project Insurance Manual. Contractor/Subcontractor acknowledges that it has had the opportunity to review the insurance policies as provided in Section 1.3, and that it is relying solely on the provisions set forth in the insurance policies, and not upon any

oral or written statement or reference in these contractual provisions, any other contract document, the Project Insurance Manual, or otherwise.

1.4 OCIP CERTIFICATES AND POLICIES

All Enrolled Contractors/Subcontractors will receive Certificates of Insurance for Workers' Compensation, General Liability, Excess Liability and Contractor's Pollution Liability coverages. Each enrolled Contractor/Subcontractor will receive their own Workers' Compensation policy. Program Administrator will provide a copy of the OCIP policies upon written request. Such policies or programs may be amended from time to time and the terms of such policies or programs, as they may be amended, are incorporated herein by reference. Contractors/Subcontractors hereby agree to be bound by the terms of coverage, as contained in such insurance policies and/or self-insurance programs.

1.5 CONTRACTOR/SUBCONTRACTOR RESPONSIBILITIES

Participation in the OCIP is mandatory but not automatic. Contractor /Subcontractor must comply with the following:

A. Contractor Eligibility, see Section1.1, A for definition.

B. Contractor Registration & Enrollment

The Program Administrator will provide online registration via WrapPortal (see Section 1.1 A); a User Name, Password and URL for website enrollment will be provided to each Subcontractor upon entry of Subcontractor identifying information into WrapPortal by Contractor or Parent Subcontractor regardless of enrollment eligibility.

An Eligible Contractor/subcontractor is not enrolled until the Program Administrator and OCIP insurers receive and approve a completed OCIP Enrollment via WrapPortal for each awarded contract. Subcontractor shall also upload declarations pages, including proof of rates from Subcontractor's current policies. Enrollment is required prior to commencement of on-site activities but no Subcontractor shall be enrolled sooner than 30 days prior to their start date. Subcontractors must provide the Required Insurance Coverages (see Sections 1.7 and 1.8) via WrapPortal.

Any Subcontractor who enrolls in the OCIP after their start date must provide a No- Known-Loss Letter to the Program Administrator, along with the enrollment documentation. Late Enrollment is not guaranteed and must be approved and accepted by the insurance carrier. Upon approval, the Program Administrator will provide evidence of OCIP coverage to the Subcontractor, as noted in Section 1.4

All Contractors/Subcontractors of all tiers shall cooperate with and require their Subcontractors to cooperate with the Owner and the Program Administrator regarding the administration and operation of the OCIP.

C. Contractor/Subcontractor Compliance with Other Forms and Procedures

All Enrolled Contractors/Subcontractors are required to complete and submit the following forms:

1. Project Site Monthly Payroll Report
   Project Site Monthly Payroll must be submitted to the Program Administrator by the 10th of each month via WrapPortal until the completion of the contract and in no event shall be later than the 15th of each month. This report must summarize the unburdened payroll by Workers' Compensation Class Code. Certified payroll is not a requirement of the OCIP and cannot be accepted. If the Project Site Monthly Payroll Report is not submitted to the Program Administrator, the Contractor, Construction Manager and/or Owner may withhold payment from the prime or parent contractor until the report is received. Subcontractor agrees to keep and maintain accurate and classified records of their payroll for operations at the

Project Site. This payroll information is submitted to the OCIP insurer. At the end of each contract, a carrier audit may be performed using the reported payroll and other supporting documents, as required by the California Workers' Compensation Insurance Rating Bureau (WCIRB).

2. Workers' Compensation Insurance Rating Bureau Requirements
   Once an Eligible Contractor/Subcontractor is enrolled into the OCIP, a separate Workers' Compensation Policy will be issued to them. All Enrolled Contractors/Subcontractors shall comply with the rules and regulations of the California Workers' Compensation Insurance Rating Bureau (WCIRB).

3. Contractor's Completion Notice
   Contractor's Completion Notice must be submitted to the Program Administrator via WrapPortal upon completion of work at the Project, which includes punch list items, but not warranty work. Contractor/Subcontractor shall cooperate with Contractor in completing the *Contractor's Completion Notice.* The Contractor's Completion Notice shall evidence all enrolled Contractors/Subcontractors' final contract value, actual start and completion dates, per contract. This information is used to confirm that each Workers' Compensation Policy was issued with correct policy term dates, covering the Contractors/Subcontractors for the duration of their work at the Project. This information is subsequently submitted to the Workers' Compensation Insurance Rating Bureau (WCIRB).

4. Project Insurance Manual
   A Project Insurance Manual will be provided to all awarded Contractors/Subcontractors, which includes a Program Summary, Claims Reporting Instructions, Project Safety Guidelines, necessary forms, and contact information. Copies can be requested from the Program Administrator.

Contractor/Subcontractor Compliance with all aspects of the OCIP

All Contractors/Subcontractors further acknowledge and agree to comply fully and promptly with such safety, loss control, and quality control rules, requirements, and directives as may from time to time be promulgated by Owner, the Program Administrator and/or the OCIP insurers or any of its or their respective consultants, agents, or representatives. Neither the Contractor or Subcontractor of any tier shall impede or otherwise prevent Owner, their representatives or the Program Administrator or their respective consultants from entering or otherwise accessing the project or its related off-site locations. Nothing in this document, or any other contract document or in the Project Insurance Manual, shall be deemed to render Owner or any of its affiliates of any tier an employer of Contractor/Subcontractor or any of its Subcontractors or any of its or their personnel or employees. <u>Failure to comply will be considered non-performance under the contract.</u>

It is the obligation of each Eligible Contractor/Subcontractor to enroll in the OCIP and to comply with all OCIP requirements set forth in these contractual provisions, in the OCIP insurance policies, in the Project Insurance Manual, and elsewhere in the contract documents. Contractor/Subcontractor shall provide each of its Subcontractors, among other things, with a copy of the Project Insurance Manual and a copy of these contractual provisions. Contractor/Subcontractor shall require in writing that each enrolling Subcontractor comply with, among other things, the provisions of the OCIP insurance policies, the Project Insurance Manual, and the contract documents. All such requirements shall be included in all subcontracts and sub-subcontracts with eligible parties. The failure of Contractor/Subcontractor or any other party to provide eligible Subcontractors with a copy of this document, the Project Insurance Manual, and/or all other applicable requirements shall not relieve any such Subcontractor of any of the obligations contained therein.

Contractor/Subcontractor shall keep and maintain accurate records and information in accordance with the requirements of the OCIP Insurer(s), the Project Administrator, the Project Insurance

Manual, and the contract documents, and shall provide such records and information to Owner, the Program Administrator, and/or the OCIP insurers upon request.

1.6 OCIP DISCLAIMER

The Owner does not warrant or represent that the OCIP coverages constitute an insurance program that completely addresses all the risks of the Contractors/Subcontractors. Prior to the commencement of work under the contract, it is the responsibility of all Contractors/Subcontractors to ensure that the OCIP coverages provided sufficiently address their insurance needs. Any additional insurance coverage purchased will be at Contractor's/Subcontractor's option and sole expense.

1.7 REQUIRED CONTRACTOR/SUBCONTRACTOR PROVIDED INSURANCE COVERAGES

For any work under this contract, and until completion and final acceptance of the work by the Owner, the Contractors/Subcontractors shall, at their own expense, promptly furnish Certificates of Insurance evidencing that coverage is in force and any required Additional Insured Endorsements to the Owner, with a copy to the Program Administrator for the following coverages, before commencing work on the Project.

A. Automobile Liability Insurance Requirements and Limits: See Section 1.8 for Certificate Holder and Additional Insured Endorsement specifications. Automobile Liability Insurance must cover all vehicles owned by, hired by, or used on behalf of the Contractors/Subcontractors for both Project Site and off-site operations with the following minimum limits of liability:

All Contractors/Subcontractors*

General/Prime Contractor	Subcontractor	
$2,000,000	$1,000,000	Bodily Injury and Property Damage Liability

*See Section1.8 for additional insured language

B. Workers' Compensation and Employer's Liability Insurance Limits:

Workers' Compensation –Statutory Benefits - All States
Employer's Liability:
$1,000,000 Bodily Injury each Accident
$1,000,000 Bodily Injury by Disease – Policy Limit
$1,000,000 Bodily Injury by Disease – Each Employee

C. General Liability Insurance, minimum limits of liability are as follows:

Eligible Contractors/Subcontractors

General/Prime Contractor	Subcontractor	
$2,000,000	$1,000,000	Bodily Injury and Property Damage Liability Per Occurrence
$2,000,000	$1,000,000	General Aggregate
$2,000,000	$1,000,000	Products/Completed Operations Aggregate
$2,000,000	$1,000,000	Personal/Advertising Injury Liability Per Person or Organization

Ineligible Contractors / Subcontractors (Excluded)

General/Prime Contractor	Subcontractor	
$2,000,000	$1,000,000	Bodily Injury and Property Damage Liability Per Occurrence
$2,000,000	$1,000,000	General Aggregate
$2,000,000	$1,000,000	Products/Completed Operations Aggregate
$2,000,000	$1,000,000	Personal/Advertising Injury Liability Per Person or Organization

D. Professional Liability Insurance: If Contractor's/Subcontractor's work requires design and/or design-assist services, or Contractor/Subcontractor performs professional services of any kind, Contractor/Subcontractor shall purchase and maintain, at its sole cost and expense, Professional Liability (Errors and Omissions) insurance for all professional services provided. This Professional Liability insurance shall include full prior acts coverage sufficient to cover the services under this agreement, with the following minimum limits of liability:

$1,000,000 per Claim/Annual Aggregate

Deductible or self-insured retention amount must not be greater than $100,000 per claim, including coverage of contractual liability.

Professional Liability Insurance is to be maintained during the term of the contract and for so long as the insurance is reasonably available as provided herein, for a period of ten (10) years after completion of the services.

E. Environmental and Asbestos Abatement Coverages: If the Contractor's/Subcontractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

$1,000,000 per Claim/Aggregate

Aircraft or Watercraft Liability Insurance: If any Contractor/Subcontractor requires the use of Aircraft or Watercraft at the Project Site, including without limitation aircraft insurance required in connection with use of drones, the Contractor/Subcontractor shall purchase and maintain, or cause the operator of the Aircraft or Watercraft to purchase and maintain, Aircraft or Watercraft liability insurance. This must insure passengers and the General Public against personal injury, bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others. It includes Aircraft or Watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading." Use of drones or other aircraft or watercraft without the required insurance shall

be a material breach of the Contract. Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the District:

$5,000,000 per Claim/Aggregate

1.8 REQUIRED CONTRACTOR/SUBCONTRACTOR CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENTS

Certificates of Insurance and Additional Insured Endorsements acceptable to the Owner and Program Administrator must be filed with the Owner within ten (10) days after award of the contract to all Contractors/Subcontractors and prior to commencement of on-site activities.

All required insurance shall be maintained, without interruption, from the date of commencement of on-site activities, until the date of the final payment or expiration of any extended period, as set forth in this agreement. These certificates and additional insured endorsements required by Section 1.7 and 1.8 shall provide not less than thirty (30) days prior written notice to the Owner, with a copy to the Program Administrator, of any material change in the insurance, cancellation, or non-renewal.

Certificates of Insurance: The Project must be identified on the Certificate of Insurance in the "Description of Operations/Locations/Vehicles/Special Items" section. The Certificates of Insurance should name District, as the Certificate Holder, as specified below:

Certificate Holder:

Cerritos Community College District
c/o Statewide Educational Wrap Up Program (SEWUP)
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501

Additional Insured Endorsements: The Owner must be specifically named on the Schedule of an Additional Insured Endorsement, under the section titled, "Name of Person or Organization", as specified below:

1. The District, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers, and independent contractors as additional insureds.
2. All Contractors/Subcontractors must provide an additional insured endorsement for automobile liability.

   Ineligible Contractors/Subcontractors must provide an additional insured endorsement on both the Automobile Liability and General Liability policies and a waiver of subrogation on workers' compensation policies.

   Cerritos Community College District
   c/o Statewide Educational Wrap Up Program (SEWUP)
   2355 Crenshaw Blvd., Suite 200
   Torrance, CA 90501

1.9 CONTRACTOR/SUBCONTRACTOR INSURANCE FOR PERSONAL PROPERTY AND EQUIPMENT

All Contractors/Subcontractors shall be solely responsible for any loss or damage to their personal property including, without limitation, their tools and equipment, mobile construction equipment, scaffolding, and temporary structures, whether owned, borrowed, used, leased, or rented by any Contractor/Subcontractor. Contractors/Subcontractors may at their sole discretion, purchase and maintain insurance or self-insure such equipment and property, and any deductible in relation thereto shall be their sole responsibility. Any insurance, including self-insurance, shall be the Contractors'/Subcontractors' sole source of recovery in the event of a loss.

Any type of insurance or any increase of limits of liability not described in this Section, which the Contractors/Subcontractors require for their own protection or on account of any statute, will be their own responsibility and at their expense.

1.10 Assignment of Return Premiums

The Owner will be responsible for the payment of all premiums associated solely with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP.

1.11 Waiver of Subrogation and Owner Indemnification

With respect to their work on the Project:

1. Owner waives all rights of subrogation and recovery against the Contractors/Subcontractors for any loss or damage which is insured under the OCIP.
2. Contractors/Subcontractors waive all rights of subrogation and recovery against the Owner and other Contractors/Subcontractors for any loss or damage which is insured under the OCIP.
3. The Contractors/Subcontractors are obligated to obtain insurance required herein to insure against risks not covered by the OCIP. It is Contractor's responsibility to ensure that it and its Subcontractors have obtained required insurance. Failure of Entity or any Subcontractor to obtain required insurance shall not invalidate or negate any obligation to indemnify the District for damages or claims not covered by the OCIP.

1.12 No Release

The provision of the OCIP by the Owner will in no way be interpreted as relieving the Contractors/Subcontractors of any other responsibility or liability under this agreement or any applicable law, statute, regulation, or order.

1.13 Owner's Right to Audit

The Contractor/Subcontractor will permit the Owner and/or its representative to examine and/or audit its books, records, and insurance policy information. Contractor/Subcontractor will also provide any additional information to the Owner, or its appointed representatives, as may be required.

1.14 Duties in the Event of a Loss

Contractors/Subcontractors are required to report all losses and potential losses promptly to OCIP insurers and/or Program Administrator. A full description and details of the incurred loss are also required.

The Contractor/Subcontractor shall assist the Owner, its agents, and the Program Administrator, by providing the utmost cooperation in the adjustment of claims arising out of the operations conducted under, or in connection with, the Project and shall cooperate with the Owner's insurers in claims and demands that arise out of the Project and that the insurers are called upon to adjust.

In the event of an accident, it shall be the responsibility of the employer and/or responsible Contractor/Subcontractor to see that injured workers or members of the public are provided immediate medical treatment. All appropriate medical and claim forms must be filed in accordance with the claim procedures developed for this Project by Keenan & Associates, hereinafter called "Program Administrator." This includes notification to the appropriate state authorities, if necessary.

1.15 OCCUPATIONAL SAFETY AND HEALTH COMPLIANCE

All Contractors/Subcontractors are expected to comply with all applicable local, state, and federal occupational safety and health requirements. If additional safety and health requirements are set forth in the contract specifications, all contractors shall comply with these requirements.

It is the responsibility of each Contractor/Subcontractor to maintain an environment free of recognized hazards. All Contractors/Subcontractors shall exercise reasonable care to prevent work-related injuries; property and equipment damage at the Project, as well as minimize risk to the public and third-party property.

The Program Administrator shall conduct periodic loss control surveys on behalf of the District. These surveys will focus on evaluating the Contractors'/Subcontractors' efforts to minimize loss, assist in identifying loss exposures, and to recommend appropriate corrective measures. The Program Administrator is a resource to supplement the safety and loss prevention activity of Contractors/Subcontractors. Its loss control survey activities or other activities of the Program Administrator and/or OCIP insurers do not in any way relieve the Contractors/Subcontractors of their responsibilities for Project safety.

1.16 PROJECT SAFETY PROGRAM

In addition, local, state, and federal occupational safety and health laws, the following standards apply to all Enrolled and Non-Enrolled Contractors/Subcontractors.

A. Safety Orientation
   1. Contractor/Subcontractor employees shall be provided with a project specific safety orientation prior the start of the project. At a minimum, the orientation will address the following items:
      a. The District's site safety requirements.
      b. Site specific safety hazards and protective measures for these hazards.
      c. Emergency telephone numbers and procedures.
      d. Local medical clinic/hospital information within the Medical Provider Network (MPN).

B. Program Management
   1. Each Contractor/Subcontractors shall have the following safety programs:
      a. Injury and Illness Prevention Plans
      b. Hazard Communication Programs
      c. Heat Illness Prevention Plans
   2. Each Contractor/Subcontractor shall have an onsite competent person responsible for occupational safety and health. A competent person is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

C. Mandatory 6' Fall Protection
   1. Contractor/Subcontractor employees shall be protected from fall exposures of 6 feet or greater. Activities include but are not limited to:
      a. Steel erection
      b. Roofing
      c. Framing
      d. Decking
      e. Work performed from scaffolds
      f. Work performed from ladders

      Exceptions: The following exceptions apply only to framers and wood frame activities:

      a. When installing or "rolling" the joists, Cal/OSHA fall protection requirements shall govern.

      b. When framers are walking/working on securely braced joists, rafters, or roof trusses on center spacing not exceeding 24 inches, and more than 6' from an unprotected side or edge, they shall be considered protected from falls between the joists, rafters, or roof trusses.

2. A safety monitor as means of fall protection is prohibited.
3. Ladder jacks and lean-to scaffolds are prohibited.
4. Contractor/Subcontractors are required to provide training to their employees who might be exposed to a fall hazard prior to the exposure or upon hiring. This training shall be documented and available for review.
5. Methods of fall protection include but are not limited to the following:
    a. Railings
    b. Covers for Floor, Roof, and Wall Openings
    c. Personal Fall Arrest Systems, Personal Fall Restraint Systems, and Positioning Devices
    d. Controlled Access Zones
6. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.
7. The use of wire ropes as top rails and intermediate rails of guardrail systems used for perimeter protection, or at interior openings such as stairways and elevator shafts, shall be installed in accordance with Cal/OSHA requirements. Additionally, wire ropes shall be secured to each support and taut at all times. The maximum deflection of the top rail when a load of 200 pounds is applied in any direction at any point of the top rail shall not exceed 3 inches in one direction which includes the free hanging sag in the wire rope.
8. The minimum parapet height allowed for fall protection is 42 inches or greater.
9. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance with Cal/OSHA Construction Safety Orders.
10. Covers used to cover floor and roof openings shall be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one square foot area of the cover at any time.
11. Controlled access zones shall be defined by a control line or other means that restricts access. Each line shall have a minimum breaking strength of 200 pounds. Signs shall be posted to warn unauthorized employees to stay out of the controlled access zone.
12. Control lines shall consist of ropes, wires, tapes, or equivalent materials. Control lines shall be erected and supported in accordance with Cal/OSHA Construction Safety Orders.
13. Scaffold Access/Egress. An internal ladder system with hatches and drop-down ladders or temporary stairs shall be provided for safe access/egress on all scaffolds 20 feet or greater in height. External straight ladders are prohibited on all scaffolds if it exposes a user to a fall of 20 feet or greater in height.

    Exception: When adjustable scaffolds are utilized, rest platforms shall not exceed 20' vertical intervals.

D. Site Safety

According to industry practices, it is the responsibility of contractors of all tiers to exercise reasonable care to prevent work-related injuries; property and equipment damage at the project site, and to minimize risk to the third-party persons and property. Contractors/Subcontractors of all tiers shall be expected to comply with the following safety and loss control requirements:

1. All Subcontractors shall identify their contact person(s) to the General or Prime Contractor.
2. All Contractors/Subcontractors shall follow District procedures for dealing with the media.

3. At all times, hard hats shall be worn in the construction environment. Hard hats shall meet the requirements of ANSI Z89.1. No modification to the shell or suspension is allowed except when such changes are approved by the manufacturer.
4. 100% protective eyewear with side shield protection is required while in the construction environment, shop, or anytime eye hazards exist. Protective eyewear shall bear a legible and permanent "Z87" logo to indicate compliance with applicable ANSI/ASSE Standard.
5. All construction employees shall wear clothing suitable for the weather and work conditions. At a minimum, this shall be short sleeved shirts, long pants, and leather or other protective work shoes or boots.
6. Alcohol is prohibited on District property always.
7. Contractors/Subcontractors will be required to respond to all District complaints about objectionable levels of dust or noise and will be required to provide prompt and appropriate abatement.
8. Construction personnel cannot enter District grounds other than the construction site unless accompanied by District personnel and are allowed only "incidental" contact with students. Violations of these requirements by any construction employee will result in a mandatory background check of that employee – including fingerprinting – as required by state law.
9. All prime contractors must attend the site-specific pre-construction meeting.
10. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any employee observed disregarding this policy shall be removed from the job site until further notice.
11. Contractors and subcontractors at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by contract work. Contractors and subcontractors shall not leave debris under, in, or about the premises. Upon completion of the contract work, contractors and subcontractors shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, windowsills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractors and subcontractors shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from the site. No glass containers are permitted on the site.
12. Theft or willful damage to any property of the Owner, student, or other contractors will be prosecuted fully.
13. All Contractors/Subcontractors will advise non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

E. Crane Safety
1. In accordance with Title 8, California Code of Regulations, section 5006.1, employers shall only permit operators who have a valid certificate (license) of competency to operate cranes. The operator shall have his license on his person, readily available for review.
2. All cranes used in lifting service, exceeding 3 tons rated capacity, and their accessory gear shall not be used until the employer has ascertained that such equipment has been certificated in accordance with Cal/OSHA as evidenced by current and valid documents. Certificates (annual and quadrennial) attesting to current compliance with testing and examination standards shall be maintained, readily available for each crane.

F. Fire Prevention During Welding, Cutting, and Other Hot Work
   1. Contractors engaged in welding and allied processes, heat treating, grinding, cutting, thawing pipe, powder-driven fasteners, hot riveting, torch-applied roofing in conjunction with the requirements of NFPA 241, and similar applications producing or using a spark, flame, or heat shall adhere to National Fire Protection Association Standard 51B entitled "Standard for Fire Prevention During Welding, Cutting, and Other Hot Work."

G. Incident Investigation Requirements
   1. The contractor shall perform thorough, in-depth investigations and evaluations of all incidents. A formal incident investigation shall be conducted whenever any incident occurs, including, without limitation, both non-injury incidents and incidents involving first aid. Additionally, near miss accidents and/or incidents must be reported and undergo the same in-depth investigation, root cause analysis and lessons learned process. The incident investigation report shall be e-mailed to Keenan and Associates within 5 working days.
   2. Recommendations and lessons learned to prevent recurrence of incidents shall be documented and communicated to all employees of contractor and subcontractors through safety meetings and on-the-job training.

H. Return to Work:
   1. The District and OCIP Carrier are committed to working with all Enrolled Contractors and Subcontractors to promote the successful & timely return to work of injured employees following a work-related injury. The purpose of this policy is to ensure that Enrolled Contractor/Subcontractor employees who temporarily cannot return to their normal duties due to job-related injury or illness but can safely perform transitional duties while recovering is offered appropriate transitional duties for a limited time only.
      a. An employee who has experienced a job-related injury requiring medical treatment must provide a proper medical release prior to returning to work.
      b. An employee who has been removed from the jobsite ambulatory must provide a proper medical release prior to returning to work.
      c. Each Enrolled Contractor/Subcontractor will cooperate with the OCIP Carrier to facilitate the return to work of any injured employee capable of safely performing transitional duties.
      d. When the employee is released to transitional duties, it is the Enrolled Contractor/Subcontractor's responsibility to facilitate the injured employee's return to work.
      e. The Enrolled Contractor/Subcontractor is expected to accommodate the injured employee and facilitate the return to work.
      f. It will be the responsibility of the insurance carrier to maintain communication with the treating physician and the Enrolled Contractor/Subcontractor to facilitate the prompt return of an employee to full work status.

I. Conflicting Safety Requirements:
   Contractors and subcontractors shall adhere to all applicable federal, state, local, and contractual safety and health requirements. If there is a conflict between any of these safety and health requirements, the most stringent requirement shall apply.

J. Noncompliance and Unsafe Practices
   Owner or their representative shall have the authority to immediately cease any and all operation (s) on the jobsite that is deemed by Owner or their representative to be unsafe to property or has the potential to cause Bodily Injury, pursuant to Title VIII California Code of Regulation, Section 1511. Any such cession of work shall not constitute recoverable delay or other contractual

remedies for liquidated damages and may expose the offending contractor to any such losses to the District or other trades.

K. Professional Conduct Clause

Contractors and subcontractors shall at all times adhere to safety requirements (contractual and regulatory) and shall encourage safe and professional behavior among their employees. Contractor and subcontractors shall not allow on the job site any unfit person, unsafe person, anyone unskilled and unqualified to perform the work assigned to them, or anyone exhibiting such qualities. Any person in the employ of the contractor or subcontractor whom the District or the District's agent/representative may deem incompetent, unsafe, or unfit shall be immediately dismissed from the OCIP job site and shall not again be allowed on the OCIP the job site except with the written consent of District or the District's agent/representative. The District reserves the right to request that the contractor or subcontractor's assigned Project Supervisor/Manager be replaced immediately.

1.17 OWNER'S INSURANCE OBLIGATIONS; CONTRACTORS'/SUBCONTRACTORS' OBLIGATIONS; REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

(a) Owner assumes no obligation to provide insurance other than that summarily described in these Contractual Provisions, in the Project Insurance Manual, and in the OCIP insurance policies. Contractor/Subcontractor shall review the OCIP coverages, limits of liability, and insurance policies to satisfy themselves that the coverages offered thereby meet its needs. Nothing contained herein shall be deemed to place any responsibility on Owner, and Owner disclaims any responsibility, for ensuring that the insurance provided by the OCIP is sufficient for the conduct of Contractor's/Subcontractor's business or performance of the Work, including, without limitation, the adequacy of the limits of liability provided by, and as to all other terms, conditions, and exclusions of, the OCIP insurance policies. The furnishing of insurance by Owner through the OCIP shall in no way relieve or limit or be construed to relieve or limit Contractor/Subcontractor of any responsibility, liability or obligation imposed by the contract, the contract documents, the Project Insurance Manual, the OCIP insurance policies, or by law, including, without limitation, all indemnification obligations on the part of Contractor/Subcontractor.

(b) By enrolling in the OCIP, Contractor/Subcontractor acknowledge that (i) the limits of liability of the OCIP insurance policies are shared by all insured parties under the OCIP; (ii) Owner is not an insurer or in the business of insurance and is not an agent, broker, partner or guarantor of Contractor/Subcontractor or any of the insurance companies providing coverage under the OCIP (the "OCIP insurers"); and (iii) Owner is not responsible for (a) the availability, adequacy, or exhaustion of the limits of the OCIP, (b) the present or future solvency of any of the OCIP insurers or (c) any claims or disputes by, between or among Owner, Contractor/Subcontractor and any of the OCIP insurers, including, without limitation, claims or disputes arising out of any the OCIP insurers' payment or nonpayment of claims or losses, or such insurers' contractual or extra-contractual duties, including, without limitation, defense and/or indemnity obligations. Any type of insurance coverage or limits of liability not provided by the OCIP which Contractor/Subcontractor desires for its own protection, or which is required by applicable laws or regulations, shall be its sole responsibility and expense and shall not be included in its compensation for performance of the contract work. If Contractor/Subcontractor believes that additional limits of liability beyond those provided by the OCIP would be prudent for its protection, it agrees to investigate and procure such additional limits of liability for itself at its sole cost.

(c) By enrolling in the OCIP, Contractor/Subcontractor represents and warrants that it has had the opportunity to read and analyze (and to obtain professional assistance to read and analyze) a copy of the OCIP insurance policies and understand the contents thereof. Any reference in these contractual provisions, in the Project Insurance Manual, or elsewhere in any contract document as to amount, nature, type or extent of coverage provided under the OCIP and/or potential applicability to any potential claim or loss is for reference

only and Contractor/Subcontractor represents and warrants that it has not relied upon any such reference or any other oral or written statement by or on behalf of Owner, the Project Administrator, or any of its or their agents, employees or representatives, but solely upon its own independent review and analysis of the OCIP insurance policies in formulating any understanding and/or belief as to amount, nature, type or extent of any coverage, conditions, extensions, or limits of liability provided by and as to all other terms of the OCIP insurance policies and/or their potential applicability to any claim or loss or their sufficiency for the conduct of Contractor's/Subcontractor's business or performance under the contract documents. To the extent that Contractor/Subcontractor deems it prudent to secure and maintain additional, supplemental, excess, or wholly independent insurance or liability associated with its work on the Project or otherwise, it shall be responsible to do so at its sole expense.

(d) Contractor/Subcontractor hereby releases Owner, the Program Administrator and their respective representatives, agents, directors, officers, employees, partners, shareholders, members, affiliates of every tier, successors, and assigns from any and all claims and liabilities arising out of or relating to acts, errors, omissions or negligence (i) in the design, selection, placement, adequacy, amount, limits, scope and nature of insurance coverage afforded by the OCIP, (ii) in the selection, performance and present and future solvency of the OCIP insurers, and (iii) in the implementation and administration of the OCIP. Contractor/Subcontractor shall make its own determinations regarding such matters and expressly waives all rights and benefits conferred upon it by the provisions of California Civil Code Section 1542, which provides:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Contractor/Subcontractor expressly acknowledges that the foregoing waiver of the provisions of Section 1542 was separately bargained for, and expressly agrees that the release provision shall be given full force and effect, including, without limitation, as to unknown or unsuspected claims, demands, liabilities and causes of action, if any may exist or arise. This release provision shall survive the completion of the contract work and the expiration or other termination of the Agreement.

1.18 JOINT DEFENSE OF CLAIMS AND SUITS AGAINST MORE THAN ONE INSURED

(a) If a claim, demand, suit, or other proceeding ("Claim") is brought against more than one insured under the OCIP, Owner and Contractor/Subcontractor recognize the common interest of all OCIP insureds in jointly defending that Claim. To the fullest extent permitted by law, and absent a material, current, actual, conflict of interest that cannot be waived and which mandates the appointment of separate counsel under applicable law, Owner and Contractor/Subcontractor insured under the OCIP (i) shall be defended by the same counsel and by the same consultants and experts selected by Owner and/or the OCIP insurers at its or their sole discretion, regardless of whether the defense under the OCIP is provided subject to a reservation of rights issued by any OCIP insurer, and (ii) waive their respective rights to independent counsel as to any and all such Claims. This waiver is deemed to be continuing. Contractor/Subcontractor agrees to execute such other documents as are required to effectuate this waiver and fulfill the purpose of this Section 1.18.

(b) In defense of Claims arising under the OCIP, information shared with counsel engaged to defend the insureds ("Defense Counsel") will be protected from disclosure and shall remain privileged even after the termination of the OCIP and/or the completion of the Project. Contractor/Subcontractor agrees not to disclose to any person or entity, other than to Owner and to Defense Counsel, any confidential information obtained in the defense or pursuit of Claims covered, or potentially covered, under the OCIP. Any such confidential information shall only be used in matters that arise directly pursuant to such OCIP Claims. However, disclosures of such confidential information may be made (i) upon written approval from Defense Counsel or (ii) where required by court order or by applicable law.

(c) Nothing in this Section 1.18 shall preclude Contractor/Subcontractors from engaging counsel of its choice, at its sole expense, to associate in the defense of any such Claim.

1.19 Duty of Care

Nothing contained in the OCIP insurance policies, the contract, these contractual provisions, any other contract document, or the Project Insurance Manual shall relieve Contractor/Subcontractor of its obligations to exercise due care in the performance of its duties in connection with the contract work and to complete the contract work in strict compliance with the contract documents.

NOTE: THE OWNER AND PROGRAM ADMINISTRATOR MUST APPROVE CHANGES TO ANY OCIP REQUIREMENT OR PROCEDURE. NO CONTRACTOR OR SUBCONTRACTOR HAS THE AUTHORITY TO AMEND THE OCIP REQUIREMENTS.

OCIP EXHIBIT A

PROTECTIVE SAFEGUARDS

APPLICABLE TO 'WOOD FRAME' PROJECTS ONLY:

The Builders Risk Policy will not pay for LOSS caused by or resulting from exposures, if the applicable protective safeguards are not maintained during the Builders Risk Policy term of INSURED PROJECT.

As a condition precedent to fire, theft, vandalism, and malicious mischief coverage provided by the Builders Risk Policy, the following protective safeguards will be maintained at every INSURED PROJECT site of Wood Frame construction insured by the Builders Risk Policy.

1. Fencing – The entire INSURED PROJECT site shall be surrounded with a six foot chain link fence suitably anchored in the ground and placed a reasonable distance from the insured property. Gates through the chain link fence shall be securely locked during non-working hours.

2. Lighting – The entire INSURED PROJECT site shall be illuminated from sunset to sunrise, each day.

**Wood Frame Projects with total insured values greater than $15M may also be required to provide the following:

- Electronic Security – Electronic security by a contracted service from a surveillance company that owns and operates a UL-certified, North American based monitoring center. The surveillance system must be cloud-based and operational covering 100% of the INSURED PROJECT site utilizing infrared illumination or thermal imaging cameras. The electronic security system must have the following capabilities:

    - Live audible voice-over functionality;
    - Lighting or visual indication features;
    - Four hour back up battery life in the event AC power is lost.

OCIP EXHIBIT B

Project Insurance Manual

www.sewup.org

Statewide Educational Wrap Up Program (SEWUP) JPA

Owner Controlled Insurance Program (OCIP)

Project Insurance Manual

This manual is intended to provide only a general overview of the Owner Controlled Insurance Program and does not in any way alter or take precedence over the language in the actual insurance policies and contracts. It makes no promise to provide insurance to those not enrolled in the Owner Controlled Insurance Program

Program Administrator:
Keenan & Associates
SEWUP Department

Keenan & Associates | CA License No. 0451271 | www.keenan.com

XI (v.03-2026)

SEWUP
EDUCATION CONSTRUCTION INSURANCE

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Preface

This Manual

- Identifies responsibilities of the various parties involved in the project
- Provides a basic description of the OCIP coverage and program structure
- Describes audit and administrative procedures
- Provides answers to basic questions about the OCIP
- Provides claim reporting procedures
- Will be updated as necessary

This Manual Does Not

- Provide OCIP coverage interpretations
- Provide complete information about OCIP coverages (Refer to OCIP policies)
- Provide answers to specific claims questions

1.0 Introduction

The Statewide Educational Wrap Up Program JPA (SEWUP), of which this school district is a member, is providing an Owner Controlled Insurance Program (OCIP) for work performed at specific project sites, on behalf of the district, (herein referenced as the "District" or the "Owner"). The OCIP is an insurance program that insures eligible and enrolled subcontractors, for work performed at the Job Site (at times referenced herein as the "Work"). **Keenan & Associates**, hereinafter called "Program Administrator", will administer the OCIP on behalf of the SEWUP JPA.

Certain subcontractors are excluded from this OCIP. These parties are identified in the Contract Documents and Section 3 (Definitions) of this manual.

The Owner / District will pay the insurance premiums for the OCIP coverage described in this manual. You should notify your insurer(s) to endorse your coverage to be excess and contingent over the insurance provided under this OCIP for on-site activities and the related costs. Each bidding prime or general contractor ("Contractor") and subcontractors of every tier ("Subcontractor") is required to exclude from its bid price and requests for payment the cost of insurance coverages that will be provided by the OCIP.

Note
The guidelines in this manual are to be used for informational purposes only. This manual does not constitute a contractual agreement. If conflicts exist between this manual and OCIP Insurance Policies, or this manual and the Contracts between the District, Construction Manager, and Contractor (Enrolled Parties), the OCIP Policies or Owner's Contracts will govern.

1.1 Participation & Contractor Compliance

Participation in the OCIP is mandatory but not automatic. Enrollment eligibility will be determined upon completion of an online enrollment form which will include documentation of trade, scope of work, estimated value, estimated start and completion. All Contractors and Subcontractors of all tiers must register via the OCIP's online portal ("WrapPortal") (www.keenanwrap.com) and adhere to all program requirements, as specified in Section 5.0.

The program Administrator will provide a User Name, Password and URL for website enrollment to each subcontractor upon entry of Subcontractor identifying information into WrapPortal by its Contractor or Parent Subcontractor.

Enrollment of each Contractor's eligible Subcontractors is mandatory. Contractor shall notify Owner and the Program Administrator in writing of the identity of each Subcontractor regardless of enrollment eligibility and shall cause each Subcontractor to notify the Program Administrator in writing of the identity of each of its Sub-subcontractors, prior to such parties' commencement of their portion of the Work and prior to their entry onto the Project. Contractors and subcontractors of all tiers shall not be deemed enrolled until the Program Administrator and OCIP insurers receive and approve a completed Contract Enrollment Form, for each awarded contract. Enrollment is required prior to commencement of on-site activities but no contractor shall be enrolled sooner than 30 days prior to their start date. Each Contractor/Subcontractor shall be solely responsible for any and all losses, damages, claims, liabilities, and suits arising out of such Subcontractor's failure to enroll, or delay in enrolling, any of its Subcontractors.

Enrollment (Definition): Required application and documents to be submitted by Contractors/Subcontractors of all tiers for review by the OCIP Program Administrator for submission to the insurer.

Enrolled Contractor (Definition): All Eligible Contractors/Subcontractors of all tiers are considered Enrolled once required application and documents are received, reviewed, and processed by the OCIP Program Administrator and submitted to the insurer.

1.2 Subcontractor Eligibility

A. Eligible

Includes all Contractors and Subcontractors providing direct labor on the Project and excludes Ineligible contractors as defined below. Temporary labor services and leasing companies are to be treated as Eligible Contractors.

B. Ineligible Contractor (Excluded)

It is not the intent to insure certain entities and scopes of work, including, but not necessarily limited to the following: consultants; suppliers; abatement and/or removal of hazardous materials; vendors; off-site fabricators; materials dealers; surveyors; guard services; non-construction janitorial services; and truckers, including trucking to the Project where delivery is the only scope of work performed; and contractors performing landscape maintenance (though landscape work itself is covered). Ineligible parties are required to ensure that any eligible subcontractors who provide on-site labor comply with the OCIP Enrollment and are provided with a copy of this OCIP Manual. Program Administrator reserves the right to reconsider an ineligible entity's participation in the OCIP should its scope of work or contract change at any time. Ineligible contractors will be required to adhere to insurance certificate requirements as stated in section 4.0, under Contractor-Provided Insurance Coverage. In addition, any party deemed an Ineligible Contractor, but who has direct labor on the Project, will be required to participate in the Project Safety Program (see Section 6.0).

Any questions regarding a Subcontractor's status as "Eligible" or "Ineligible" should be referred by written request to Contractor and Owner and approved by the Program Administrator.

1.3 Project Site and Offsite Premises

Coverages provided by the OCIP are Project Site specific. The Project-Site must be designated by the Owner. The Project Site consists of any and all projects that are endorsed to this policy, which includes the:

1. Ways and means adjoining the endorsed project site.
2. Adjacent locations to the endorsed projects sites where incidental operations are being performed, excluding permanent locations.

With the exception of 1 and 2 mentioned above, off-site locations, labor and operations are not covered by the OCIP. It will be the responsibility of each contractor to maintain off-site insurance, as identified in Section 4.3, which specifies coverage types and minimum limits. Contractor will promptly furnish to the Owner, or their designated representative, Certificates of Insurance evidencing that all required insurance is in force.

2.0 Information Directory

2.1 Program Administrator

Keenan & Associates – SEWUP Department
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501
Phone: 800.654.8102

Questions Regarding OCIP
Refer questions concerning the OCIP and its administration or coverages to the Program Administrator. Answers to questions may also be found in Section 9.0 - Frequency Asked Questions.

2.2 Insurance Companies

Workers' Compensation	Liberty Mutual Insurance
General Liability	Certain Underwriters at Lloyd's of London
Excess Liability	Certain Underwriters at Lloyd's of London
	Endurance American Specialty Insurance Company
	Crum & Forester Specialty Insurance Company
	Texas Insurance Company
	Fair American Select Insurance Company
	Great American Assurance Company
	Starr Surplus Lines Insurance Company
	Westchester Surplus Lines Insurance Company
	Navigators Specialty Insurance Company
	Fortegra Specialty Insurance Company
Builder's Risk	Illinois Union Insurance Company
Contractor's Pollution Liability	Berkley Assurance Company

See Section 6 For Claims Reporting Instructions and Procedures.

3.0 OCIP Coverages

Description of Owner Controlled Insurance Program (OCIP) Coverages

The OCIP is for the benefit of the Owner and all Enrolled Contractor/Subcontractors who have on-site employees. OCIP coverage applies only to Work performed under the contract at the Project Site specified by the Owner. All Contractors must provide their own insurance for Automobile Liability and off-site locations, labor, and operations. The following coverages are provided by the OCIP:

Workers' Compensation and Employers Liability

Commercial General & Excess Liability

Builder's Risk

Contractor's Pollution Liability

A Certificate of Insurance evidencing workers' compensation & employer's liability, general and excess liability and pollution liability insurance will be issued to each contractor that is enrolled for

coverage in the OCIP ("Enrolled Party") via WrapPortal. Other documentation including forms, posting notices, etc., will be provided to each Enrolled Party.

OCIP Disclaimer
The OCIP is intended to provide broad coverages and high limits, to all Enrolled Contractors/Subcontractors. The Owner does not warrant or represent that the OCIP coverages constitute an insurance program that completely addresses the risks of the Contractors/Subcontractors. Prior to contract award, it is the responsibility of all Contractors/Subcontractors to ensure that the OCIP coverages provided sufficiently address their insurance needs. Upon request, OCIP policies are available for review.

3.1 Workers' Compensation and Employer's Liability Insurance

Workers' Compensation and Employer's Liability Insurance will be provided in accordance with applicable state laws to all Enrolled Contractors/Subcontractors (each as a named insured, and issued an individual policy) reflecting the following Limits of Liability:

Coverage A – Workers' Compensation

Liability imposed by the Workers' Compensation and/or Occupational Disease statute of the State of California or governmental authority having jurisdiction related to the work performed on the Project.

Coverage B – Employers Liability

$1,000,000 Bodily Injury each Accident
$1,000,000 Bodily Injury by Disease – Policy Limit
$1,000,000 Bodily Injury by Disease – Each Employee

Contractor Deductible: None

Exclusions: The known exclusions for this coverage are listed in Section 10.0 – Known Policy Exclusions. This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that may not be identified in the list. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

Policy Term: The master policy effective date is October 1, 2025. The policy term is three years, with one automatic two-year renewal. The policy is intended to remain in effect for the length of the construction of the Project or through October 1, 2030 at 12:01am, whichever comes first. Warranty work and post contract repair work is excluded. Contractor and each Subcontractor is insured under the policy for the length of its work at the Project, or the policy end date, whichever comes first.

3.2 Commercial General Liability & Excess Liability Insurance

All Enrolled Contractors/Subcontractors are considered Named Insureds under SEWUP's Master General & Excess Liability policies. The Master Policies are available for review by Contractors/Subcontractors, upon request to the Owner or the Program Administrator.

Primary Coverage: **Total Limits for Bodily Injury and Property Damage**

$125,000,000 Each Occurrence
$195,000,000 General Liability Aggregate
$125,000,000 Products / Completed Operations Aggregate Limit

- Ten (10) year Products and Completed Operations Extension after project completion with a single non-reinstated aggregate limit.

Policy Forms: **"Occurrence" Form**
Contractor Deductible: **None**

Conditional Warranty:

Subsidence: It is expressly warranted that the Named Insured and all Contractors and Sub-Contractors comply with all recommendations contained in the geotechnical/ environmental reports. Failure to comply will result in subsidence coverage being null and void and a full subsidence exclusion would be re-instated.

EIFS Installation Agreement

The following terms and conditions shall be satisfied in connection with all EIFS work on any Project:

1. EIFS work is to be specifically identified and its value declared.
2. All EIFS work will be monitored by an independent EIFS inspection company to document compliance with manufacturers' handling and installation instructions.
3. EIFS product manufacturers and warranty providers will be identified and provided to the Owner.

Exclusions: This insurance does not provide coverage for products liability of any enrolled party for any product manufactured, assembled or otherwise worked upon away from the Project Site.

The known exclusions for this coverage are listed in Section 10.0 – Known Policy Exclusions. This list is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that may not be identified in the list. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

Policy Term: The master policy effective date is October 1, 2025. The policy is intended to remain in effect for the length of the Project or through October 1, 2030 at 12:01am, whichever comes first.

3.3 Builder's Risk Insurance

The Builders Risk Master Policy names the Owner as named insured and enrolled Contractors/Subcontractors as additional insureds. This Master policy is available for review by Contractors/Subcontractors, upon request to the Owner or the Program Administrator.

Primary Coverage: Builders Risk coverage will be in place during the course of construction of the Project. Such insurance shall be written on a repair or replacement cost basis, subject to exclusions, sub limits, property limitations and conditions. The policy covers materials, supplies, equipment, fixtures, or machinery, which will become a permanent part of the building or structure at the Project site specified, limited to policy terms, limits, and exclusions.

Deductible: A deductible, which shall be determined by the type of construction, will apply to each occurrence. The deductible schedule is as follows:

New Construction & Renovation

- $5,000 - $50,000 deductible (depending on type of structure) for Wood Frame, Masonry Non-Combustible or Joisted Masonry, and Fire Resistive / Non-Combustible.
- Up to $100,000 deductible for Water Damage to All Construction Classifications.
- Deductibles are subject to increase if a Project's Builder's Risk term is extended 60 days or more

Contractor Deductible: Contractor/Subcontractors shall be responsible for the applicable deductible. The deductible shall apply to each occurrence and must be satisfied prior to payment of the loss. **The deductible shall not be reimbursed by the OCIP Insurance Program or the District.**

Exclusions: The known exclusions for this coverage are listed in Section 10.0 – Known Policy Exclusions. This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that may not be identified in the list. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

Policy Term: The policy term is the term of the project.

Note:
All Contractors'/Subcontractors shall be responsible for any loss or damage to their personal property. This would include, but is not limited to, tools, equipment, mobile construction equipment, or materials NOT intended to be a permanent part of the building, whether owned, borrowed, used, leased, or rented by any Contractor/Subcontractor. Any insurance purchased by the Contractors/Subcontractors, or self-insurance, shall be the Contractors'/Subcontractors' sole source of recovery in the event of a loss.

3.4 Contractor's Pollution Liability Insurance

Contractor's Pollution Liability is written under a master liability policy. This Master policy is available for review by Contractors/Subcontractors, upon request to the Owner or the Program Administrator. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors, as named insured.

Primary Coverage: Bodily Injury or Property Damage from a pollution event as defined within the policy form resulting from covered operations or completed operations.

Limits:	$15,000,000 Per Claim / $25,000,000 Policy Aggregate Defense costs up to $1,000,000 (outside the Limits of Liability)
Self Insured Retention:	$10,000 Each Claim

Contractor/Subcontractor shall be liable, at its expense; to the extent claims payable are attributable to their acts or omissions and/or the acts or omissions of its Subcontractors of any tier or any other entity or person for whom it may be responsible. The deductible amount shall not be reimbursed by the OCIP Insurance Program or the District.

Exclusions: The known exclusions for this coverage are listed in Section 10.0 – Known Policy Exclusions. This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that may not be identified in the list. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

Policy Term: The master policy effective date is October 1, 2025. The policy is intended to remain in effect for the length of the Project or through October 1, 2030, at 12:01am, whichever comes first.

3.5 OCIP Certificates

All Enrolled Contractors/Subcontractors will receive their own Workers' Compensation policy. Certificates of Insurance will be furnished for the General Liability, Excess Liability, Contractor's Pollution Liability, and Builder's Risk coverages. These policies are available for review by the Contractor/Subcontractor, upon request to the Owner or the Program Administrator. Such policies or programs may be amended from time to time and the terms of such policies or programs are incorporated herein by reference. Contractors/Subcontractors hereby agree to be bound by the terms of coverage, as contained in such insurance policies and/or self-insurance programs.

4.0 Contractor Required Insurance

For any work under this contract, and until completion and final acceptance of the work by the Owner, the Contractors/Subcontractors shall, at their own expense, promptly furnish required Certificates of Insurance and Additional Insured Endorsements acceptable to the Owner and Program Administrator. Copies should be provided to the Program Administrator via WrapPortal, for both Project Site and Off-Site operations, within ten (10) days after award of the contract to all Contractors/Subcontractors and prior to commencement of on-site activities.

All required insurance shall be maintained, without interruption, from the date of commencement of on-site activities, until the date of the final payment or expiration of any extended period. Certificates and additional insured endorsements shall provide not less than thirty (30) days prior written notice to the Program Administrator, of any material change in the insurance, cancellation or non- renewal.

The OCIP places contractors and subcontractors into one of two main categories: Enrolled Contractors or Ineligible (Excluded) Contractors.

4.1 Verification of Required Insurance Coverages

A. Enrolled Contractor/Subcontractors:

- **Certificates of Insurance** must be provided, evidencing Workers' Compensation & Employer's Liability, and General Liability, Excess/Umbrella Liability insurance for off-site activities, and Automobile Liability insurance for on and off-site activities as per the insurance specifications in the Contract.
- **Additional Insured Endorsements** for Auto Liability. These endorsements must name **the District** specifically as additional insured. If the insured's policy has a 'Blanket' Additional Insured Endorsement and cannot name any entity, provide a copy of the endorsement for our review.

B. Ineligible (Excluded) Contractors/Subcontractors:

- **Certificates of Insurance** must be provided, evidencing Workers' Compensation & Employer's Liability, General Liability, Excess/Umbrella Liability and Automobile Liability insurance for all activities including both on-site and off-site activities as per the insurance specifications in the Contract.
- **Additional Insured Endorsements** for General Liability and Auto Liability. These endorsements must name **the District** specifically as additional insured. If the insured's policy has a 'Blanket' Additional Insured Endorsement and cannot name any entity, provide a copy of the endorsement for our review.
- **Waiver of Subrogation** for Workers Compensation and General Liability in favor of the owner.

4.2 Contractor Maintained Insurance Coverage

***Indicates off-site required coverage / **Indicates off-site & on-site required coverage**

A. Workers' Compensation and Employer's Liability Insurance*

- Enrolled & Ineligible/Excluded Contractors
- Required limits on Certificate of insurance are as follows:

Subcontractors	
Part 1: Workers' Compensation	California Statutory Benefits
Part 2: Employer's Liability	
$1,000,000	Bodily Injury each Accident
$1,000,000	Bodily Injury by Disease – Policy Limit
$1,000,000	Bodily Injury by Disease – Each Employee

- Ineligible/Excluded Subcontractors must also provide **Waiver of Subrogation** for Workers' Compensation in favor of the owner.

B. General Liability Insurance*

- Enrolled & Ineligible/Excluded Subcontractors
- Minimum Required limits of insurance are as follows:

General/Prime Contractor	Subcontractor	
$2,000,000	$1,000,000	Bodily Injury and Property Damage Liability Per Occurrence
$2,000,000	$1,000,000	General Aggregate
$2,000,000	$1,000,000	Products/Completed Operations Aggregate
$2,000,000	$1,000,000	Personal/Adv. Injury Liability Any One Person or Organization

- It is recommended that the Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program (CG 21 31 05 09) endorsement be added to your primary general liability policy. This will ensure appropriate coverage for any off-site exposures associated with this OCIP project.

C. Automobile Liability Insurance**

- Enrolled & Ineligible/Excluded Subcontractors
- Must cover all vehicles owned by, hired by, or used on behalf of the Contractors/Subcontractors for both Project Site and off-site operations with the following minimum limits of liability:

General/Prime Contractor	Subcontractor	
$2,000,000	$1,000,000	Bodily Injury and Property Damage

D. Professional Liability Insurance**

- Enrolled & Ineligible/Excluded Subcontractors
- If Subcontractor's work requires design and/or design-assist services, or Subcontractor performs professional services of any kind, Subcontractor shall purchase and maintain, at

its sole cost and expense, Professional Liability (Errors and Omissions) insurance for all professional services provided.

- Subcontractor's policy shall include full prior acts coverage sufficient to cover the services under this agreement, with the following minimum limits of liability:
  $2,000,000 per Claim/Annual Aggregate
- Deductible or self-insured retention amount must not be greater than $100,000 per claim, including coverage of contractual liability.
- Coverage must be maintained during the term of the contract and for so long as the insurance is reasonably available as provided herein, for a period of ten (10) years after completion of the services.

E. Environmental and Asbestos Abatement Coverages**

- Ineligible Subcontractors
- If Subcontractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

  $2,000,000 per Claim/Aggregate

F. Aircraft or Watercraft Liability Insurance**

- If any Subcontractor requires the use of Aircraft or Watercraft at the Project Site, the Subcontractor shall purchase and maintain or cause the operator of the Aircraft or Watercraft to purchase and maintain, Aircraft or Watercraft liability insurance.
- Must insure passengers and the General Public against personal injury, bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others.
- Includes Aircraft or Watercraft owned or operated by or rented or loaned to any insured.
- Use includes operation and "loading or unloading". Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

  $5,000,000 per Claim/Aggregate

  Please note, Drones are considered aircraft and coverage is expressly excluded from the OCIP policies.

4.3 Certificates of Insurance

The Project must be identified on the Certificate of Insurance in the "Description of Operations/Locations/Vehicles/Special Items" section. The Certificates of Insurance should name District, as the Certificate Holder, as specified below:

Certificate Holder:

{Insert District Name}
c/o Statewide Educational Wrap Up Program (SEWUP)
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501

4.4 Additional Insured Endorsements

The Owner must be specifically named on the Schedule of an Additional Insured Endorsement, under the section titled, "Name of Person or Organization", as specified below:

- **The District, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds.**
- All Contractors must provide an additional insured endorsement for automobile liability.
- Ineligible/Excluded Contractors must provide an additional insured endorsement on both the Automobile Liability and General Liability policies and a waiver of subrogation on workers' compensation.

{Insert District Name}
c/o Statewide Educational Wrap Up Program (SEWUP)
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501

5.0 Contractor Responsibilities / Requirements

Throughout the course of the Project, Subcontractors will be responsible for reporting and maintaining certain records as outlined in this section.

All Subcontractors shall cooperate with, and require their tier Subcontractors to cooperate with, the Owner and the Program Administrator, regarding administration and operation of the OCIP. **Each Subcontractor must include this document with their bid specifications to any and all Subcontractors.**

Responsibilities of Subcontractors:

- Enrolling in the OCIP and assuring all eligible tier subcontractors promptly enroll in the OCIP, via WrapPortal, prior to the start of any work
- Complying with the provisions of the OCIP Manual and cooperating in the administration and operation of the OCIP
- Including OCIP Provisions in all subcontracts, as appropriate
- Identifying and removing from bid the cost of OCIP-provided insurance (by all eligible contractors / subcontractors)
- Providing each Subcontractor with a copy of the OCIP manual
- Providing timely evidence of insurance to the SEWUP Department via WrapPortal
- Notifying the SEWUP Department of all awarded subcontracts via WrapPortal
- Maintaining and reporting monthly payroll records (by all eligible subcontractors) via WrapPortal
- Complying with the OCIP Administrator's requests for information
- Complying with insurance, claim and safety procedures
- Notifying OCIP Administrator immediately of any insurance cancellation or non-renewal of Contractor required insurance
- Complying with the OCIP insurance policy requirements, including but not limited to, physical audit of payroll records by the insurance company or its representatives.

5.1 Contractor Bids & Change Orders - Removing Insurance Costs

The Owner / School District provides insurance for all eligible, Enrolled Contractors/Subcontractors for work performed at the project site(s). The Owner pay's the insurance premiums for the OCIP coverages described in this manual under section 3.0 OCIP Coverages.

A. Contractor Insurance Cost Identification

Contractor's base bid shall exclude all costs for insurance coverages provided under the OCIP. If insurance cost is not removed, the bidder may not qualify as the lowest responsive bidder. The Bidder declares under penalty of perjury under California law, that the base bid excludes any costs relating to any insurance coverages afforded under the OCIP and that each subcontractor to the Bidder has similarly excluded costs for any insurance coverage afforded under the OCIP.

B. Change Order Pricing

All Contractors/Subcontractors declare, under penalty of perjury under California law, that any change order issued to the contract is priced to exclude any costs relating to any insurance coverage afforded under the OCIP.

5.2 Program Compliance

A. Participation in the OCIP is mandatory but not automatic. An Eligible contractor is not enrolled until the Program Administrator receives and approves the following items:

- Completed Contract Enrollment, for each awarded contract, within ten (10) days of Contract Award and prior to commencement of on-site activities. Enrollments can be completed and submitted electronically visiting www.keenanwrap.com
- Certificates of Insurance, evidencing Insurance for Workers' Compensation & General Liability coverages for off-site locations, labor, and operations
- Certificate of Insurance, including an Additional Insured Endorsement, naming the Owner as an Additional Named Insured, for Automobile Liability for both Project Site and Off-Site operations
- Policy Declarations pages, including proof of rates from your current policies

B. All Contractors/Subcontractors of all tiers shall cooperate with, and require their Subcontractors to cooperate with, the Owner and the Program Administrator in regard to the administration and operation of the OCIP.

C. All Contractors/Subcontractors further acknowledge and agree to comply fully and promptly with such safety, loss control, and quality control rules, requirements, and directives as may from time to time be promulgated by Owner, the Program Administrator and/or the OCIP insurers or any of its or their respective consultants, agents, or representatives. Nothing in this document or any other contract document or in the Project Insurance Manual, shall be deemed to render Owner or any of its affiliates of any tier an employer of Contractor/Subcontractor or any of its Subcontractors or any of its or their personnel or employees. **Failure to comply will be considered non-performance under the contract.**

OCIP Enrollment completed through WrapPortal by the following deadline:

- Subcontractors (All Tiers): Within ten (10) days of Contract Award and prior to commencement of On-site activities

All questions regarding enrollment compliance should be directed to the assigned OCIP Administrator.

Any Subcontractor who enrolls in the OCIP after their start date will have to provide a No-Known-Loss Letter to the Program Administrator, along with enrollment documentation.

For any work under this contract, and until completion and final acceptance of the work by the Owner, the Subcontractors shall, at their own expense, promptly furnish Certificates of Insurance to the Program Administrator before commencing work on the Project Site. Automobile Liability Insurance must be maintained for both Project Site and off-site operations.

5.3 Confirmation of Enrollment & Evidence of OCIP Coverages

Upon review of completed enrollment, OCIP Administrator will acknowledge acceptance of the Eligible Subcontractor into the Owner's OCIP, by issuing the following to each Enrolled Party:

- Confirmation Letter
- OCIP Certificates of Insurance
- Claims Kit, including DWC1 and MPN Notices

These documents, as issued by the OCIP Administrator, will clearly identify the effective dates of the OCIP coverages for the Contract. A separate Workers' Compensation policy will be issued and sent to each Enrolled Party.

Should an Enrolled Party perform work on several contracts/projects, an Enrollment Form must be completed for each contract. The OCIP Administrator will issue confirmation letters and certificates of insurance to each Enrolled Party for each separate contract. However, only one individual Workers' Compensation policy (that will apply to all contracts/projects) will be issued to each Enrolled Party.

Note:
Verify that the Workers' Compensation effective date, listed on your OCIP Certificate of Insurance, reflect the same date as your start date.

5.4 Payroll Reporting Compliance

Project Site Monthly Payroll Report Requirements

- Project Site Monthly Payroll must be submitted to the Program Administrator by the 10th of each month via WrapPortal until the completion of the contract and in no event shall be later than the 15th of each month. Payroll shall be reported only for labor performed at the project jobsite.
- Monthly Payroll Reporting is to begin from the enrollment effective date until the completion of the contract or the policy end date.
- Should no work be performed on the Project Site during a given month, each Enrolled Party is required to submit a form stating that "Non-Performance."
- Payroll reporting must summarize the unburdened payroll by Workers' Compensation Class Code. Certified payroll is not a requirement of the OCIP and cannot be accepted.
- If Monthly Payroll Report is not submitted to Program Administrator on a monthly basis, the Construction Manager and/or Owner can withhold payment until the report is received.

- For those Enrolled Parties performing Work under multiple contracts, for each contract, a Monthly Payroll Report is required each month until contract is finalized.
- All reported project site monthly payroll reported from October through the end of September is submitted by Program Administrator to the OCIP Insurance Carrier for auditing.
- Subcontractor shall keep and maintain accurate and classified records of their payroll for operations at the Project Site.
- A carrier audit may be performed using the reported payroll and other supporting documents. Contractor / Subcontractor agrees to cooperate with the OCIP insurance carrier(s) or their third-party auditors by responding to and providing documents as requested in a timely manner.

Workers' Compensation Insurance Rating Bureau Requirements

- **Payroll Reporting for Each Workers' Compensation Policy Issued –** Once an Eligible Contractor/Subcontractor is enrolled into the OCIP, the Program Administrator will issue a separate Workers' Compensation Policy. All Enrolled Subcontractors will need to comply with the rules and regulations of the California Workers Compensation Insurance Rating Bureau (WCIRB). This requires each Enrolled Party to maintain payroll records for each Contract under the policy issued. Such records will allocate the payroll by Workers' Compensation classification(s) and exclude the excess or premium paid for overtime (i.e., only the straight-time rate will apply to overtime hours worked).
- **Insurance Company Payroll Audit -** Each Enrolled Party must properly classify payrolls, as these are reported to the rating bureau for calculation of future Experience Modifiers for the Enrolled Party's firm. All Enrolled Parties shall make available for inspection and copying their respective company books, vouchers, contracts, documents, and records, of any and all types, for physical inspection by the auditors of the OCIP insurance carrier(s) or Owner's representatives. Availability of records must be for a reasonable time during the policy period, any extension, or during a final audit period, as required by the OCIP Insurance Policies.

5.5 Contract Completion / Closeout Compliance

Contractor's Completion Notice

- Contractor's Completion Notice must be submitted to the Program Administrator via WrapPortal, (www.keenanwrap.com) upon completion of contract work at the Project Site, which includes punch list items, but not warranty or service contract work.
- This form evidences all enrolled Contractors'/Subcontractors' actual start and completion dates, per each contract.
- Completion Notice information is reported to OCIP Insurance carrier to confirm coverage and payroll reporting requirements has ended for the contract.

6.0 Safety

It is the responsibility of each Subcontractor to maintain an environment free of recognized hazards. All Subcontractors shall exercise reasonable care to prevent work-related injuries; property and equipment damage at the Project, as well as minimize risk to the public and third-party property.

In the event of an accident, it shall be the responsibility of the employer and/or responsible Subcontractor to see that injured workers or members of the public are provided immediate

medical treatment. All appropriate medical and claim forms must be filed in accordance with the claim procedures developed for this Project by the Program Administrator. This includes notification to the appropriate state authorities, if necessary.

The Program Administrator shall conduct periodic loss control surveys on behalf of the District. These surveys will focus on evaluating the Subcontractors' efforts to minimize loss, assist in identifying loss exposures, and to recommend appropriate corrective measures. The Program Administrator is a resource to supplement the safety and loss prevention activity of Subcontractors. Its loss control survey activities or other activities of the Program Administrator and/or OCIP insurers do not in any way relieve the Contractors/Subcontractors of their responsibilities for Project safety.

6.1 Occupational Safety and Health Compliance

All Contractors/Subcontractors are expected to comply with all applicable local, state, and federal occupational safety and health. If additional safety and health requirements are set forth in the contract specifications, all contractors shall comply with these requirements

In addition, local, state, and federal occupational safety and health laws, the following standards apply to all OCIP Enrolled and Non-Enrolled Contractors/Subcontractors.

6.2 Safety Orientation

a. Subcontractor employees shall be provided with a project specific safety orientation prior the start of the project. At a minimum, the orientation will address the following items:
   i. The District's site safety requirements.
   ii. Site specific safety hazards and protective measures for these hazards.
   iii. Emergency telephone numbers and procedures.
   iv. Local medical clinic/hospital information within the Medical Provider Network (MPN).

6.3 Program Management

a. Each Subcontractors shall have the following safety programs:
   i. Injury and Illness Prevention Plans
   ii. Hazard Communication Programs
   iii. Heat Illness Prevention Plans

b. Each Contractor/Subcontractor shall have an onsite competent person responsible for occupational safety and health. A competent person is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

6.4 Site Safety

According to industry practices, it is the responsibility of contractors of all tiers to exercise reasonable care to prevent work-related injuries; property and equipment damage at the project site, as well as minimize risk to the third-party persons and property. Subcontractors of all tiers shall be expected to comply with the following safety and loss control requirements:

a. All Subcontractors shall identify their contact person(s) to the General or Prime Contractor.

b. All Contractors/Subcontractors shall follow District procedures for dealing with the media.

c. At all times, hard hats shall be worn in the construction environment. Hard hats shall meet the requirements of ANSI Z89.1. No modification to the shell or suspension is allowed except when such changes are approved by the manufacturer.

d. 100% protective eyewear with side shield protection is required while in the construction environment, shop, or anytime eye hazards exist. Protective eyewear shall bear a legible and permanent "Z87" logo to indicate compliance with applicable ANSI/ASSE Standard.

e. All construction employees shall wear clothing suitable for the weather and work conditions. At a minimum, this shall be short sleeved shirts, long pants, and leather or other protective work shoes or boots.

f. Alcohol is prohibited on District property at all times.

g. Contractors/Subcontractors will be required to respond to all District complaints about objectionable levels of dust or noise and will be required to provide prompt and appropriate abatement.

h. Construction personnel cannot enter District grounds other than the construction site unless accompanied by District personnel and are allowed only "incidental" contact with students. Violations of these requirements by any construction employee will result in a mandatory background check of that employee – including fingerprinting – as required by state law.

i. All prime contractors must attend the site-specific pre-construction meeting.

j. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any employee observed disregarding this policy shall be removed from the job site until further notice.

k. Contractors and subcontractors at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by contract work. Contractors and subcontractors shall not leave debris under, in, or about the premises. Upon completion of the contract work, contractors and subcontractors shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, windowsills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractors and subcontractors shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from the site. No glass containers are permitted on the site.

l. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.

m. All Contractors/Subcontractors will advise non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

6.5 Mandatory 6 Foot Fall Protection

a. Contractor/Subcontractor employees shall be protected from fall exposures of 6 feet or greater. Activities include but are not limited to:
    i. Steel erection
    ii. Decking
    iii. Roofing
    iv. Framing

v. Work performed from scaffolds
vi. Work performed from ladders

Exceptions: The following exceptions apply only to framers and wood frame activities

i. When installing or "rolling" the joists, Cal/OSHA fall protection requirements shall govern.
ii. When framers are walking/working on securely braced joists, rafters, or roof trusses on center spacing not exceeding 24 inches, and more than 6' from an unprotected side or edge, they shall be considered protected from falls between the joists, rafters, or roof trusses

b. A safety monitor as means of fall protection is prohibited.

c. Ladder jacks, lean-to, and prop-scaffolds are prohibited.

d. Contractor/Subcontractors are required to provide training to their employees who might be exposed to a fall hazard prior to the exposure or upon hiring. This training shall be documented and available for review.

e. Methods of fall protection include but are not limited to the following:

i. Railings
ii. Covers for Floor, Roof, and Wall Openings
iii. Personal Fall Arrest Systems, Personal Fall Restraint Systems, and Positioning Devices
iv. Controlled Access Zones

f. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.

g. The use of wire ropes as top rails and intermediate rails of guardrail systems used for perimeter protection, or at interior openings such as stairways and elevator shafts, shall be installed in accordance with Cal/OSHA requirements. Additionally, wire ropes shall be secured to each support and taut at all times. The maximum deflection of the top rail when a load of 200 pounds is applied in any direction at any point of the top rail shall not exceed 3 inches in one direction which includes the free hanging sag in the wire rope.

h. The minimum parapet height allowed for fall protection is 42 inches or greater.

i. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance in accordance with Cal/OSHA Construction Safety Orders.

j. Covers used to cover floor and roof openings shall be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one square foot area of the cover at any time.

k. Controlled access zones shall be defined by a control line or other means that restricts access. Each line shall have a minimum breaking strength of 200 pounds. Signs shall be posted to warn unauthorized employees to stay out of the controlled access zone.

l. Control lines shall consist of ropes, wires, tapes, or equivalent materials. Control lines shall be erected and supported in accordance with Cal/OSHA Construction Safety Orders.

m. Scaffold Access/Egress. An internal ladder system with hatches and drop-down ladders or temporary stairs shall be provided for safe access/egress on all scaffolds 20 feet or

greater in height. External straight ladders are prohibited on all scaffolds if it exposes a user to a fall of 20 feet or greater in height.

n. Exception: When adjustable scaffolds are utilized, test platforms shall not exceed 20' vertical intervals.

6.6 Crane Safety

a. In accordance with Title 8, California Code of Regulations, section 5006.1, employers shall only permit operators who have a valid certificate (license) of competency to operate cranes. The operator shall have his license on his person, readily available for review.
b. All cranes used in lifting service, exceeding 3 tons rated capacity, and their accessory gear shall not be used until the employer has ascertained that such equipment has been certificated in accordance with Cal/OSHA as evidenced by current and valid documents. Certificates (annual and quadrennial) attesting to current compliance with testing and examination standards shall be maintained, readily available for each crane.

6.7 Fire Prevention During Welding, Cutting, and Other Hot Work

a. Contractors engaged in welding and allied processes, heat treating, grinding, cutting, thawing pipe, powder-driven fasteners, hot riveting, torch-applied roofing in conjunction with the requirements of NFPA 241, and similar applications producing or using a spark, flame, or heat shall adhere to National Fire Protection Association Standard 51B entitled "Standard for Fire Prevention During Welding, Cutting, and Other Hot Work."

6.8 Incident Investigation Requirements

a. The contractor shall perform thorough, in-depth investigations and evaluations of all incidents. A formal incident investigation shall be conducted whenever any incident occurs, including, without limitation, both non-injury incidents and incidents involving first aid. Additionally, near miss accidents and/or incidents must be reported and undergo the same in-depth investigation, root cause analysis and lessons learned process. The incident investigation report shall be e-mailed to Keenan and Associates within 5 working days.
b. Recommendations and lessons learned to prevent recurrence of incidents shall be documented and communicated to all employees of contractor and subcontractors through safety meetings

6.9 Return to Work

The District and OCIP Carrier are committed to working with all Enrolled Contractors and Subcontractors to promote the successful & timely return to work of injured employees following a work-related injury. The purpose of this policy is to ensure that Enrolled Contractor/Subcontractor employees who temporarily cannot return to their normal duties due to job-related injury or illness but can safely perform transitional duties while recovering is offered appropriate transitional duties for a limited time only.

a. An employee who has experienced a job-related injury requiring medical treatment must provide a proper medical release prior to returning to work.

b. An employee who has been removed from the jobsite ambulatory must provide a proper medical release prior to returning to work.

c. Each Enrolled Contractor/Subcontractor will cooperate with the OCIP Carrier to facilitate the return to work of any injured employee capable of safely performing transitional duties.

d. When the employee is released to transitional duties, it is the Enrolled Contractor/Subcontractor's responsibility to facilitate the injured employee's return to work.

e. The Enrolled Contractor/Subcontractor is fully expected to accommodate the injured employee and facilitate the return to work.

f. It will be the responsibility of the Insurance Carrier to maintain communication with the treating physician and the Enrolled Contractor/Subcontractor to facilitate the prompt return of an employee to full work status.

6.10 Conflicting Safety Requirements:

Contractors and subcontractors shall adhere to all applicable federal, state, local, and contractual safety and health requirements. If there is a conflict between any of these safety and health requirements, the most stringent requirement shall apply.

6.11 Noncompliance and Unsafe Practices

Owner or their representative shall have the authority to immediately cease any and all operation (s) on the jobsite that is deemed by Owner or their representative to be unsafe to property or has the potential to cause Bodily Injury, pursuant to Title VIII California Code of Regulation, Section 1511. Any such cession of work shall not constitute recoverable delay or other contractual remedies for liquidated damages and may expose the offending contractor to any such losses to the District or other trades.

6.12 Professional Conduct Clause

Contractors and subcontractors shall at all times adhere to safety requirements (contractual and regulatory) and shall encourage safe and professional behavior among their employees. Contractor and subcontractors shall not allow on the job site any unfit person, unsafe person, anyone unskilled and unqualified to perform the work assigned to them, or anyone exhibiting such qualities. Any person in the employ of the contractor or subcontractor whom the District or the District's agent/representative may deem incompetent, unsafe, or unfit shall be immediately dismissed from the OCIP job site and shall not again be allowed on the OCIP the job site except with the written consent of District or the District's agent/representative. The District reserves the right to request that the contractor or subcontractor's assigned Project Supervisor/Manager be replaced immediately.

7.0 Claims Reporting

Accident/Claims Reporting Procedures - Overview

This section describes the basic procedures for reporting SEWUP claims: Workers' Compensation, General Liability, Pollution Liability, and Damage to the Project (Builder's Risk).

The OCIP Administrator provides an Accident Claims Reporting Guide to Enrolled Contractors and Subcontractors. The Accident Claims Reporting Guide provides instructions and necessary information for reporting a claim, including policy numbers and site location codes. **This manual includes the required claim forms and postings**. Additional claim forms can be obtained from the OCIP Administrator upon request.

7.1 Workers' Compensation Claim Reporting & Procedures

If the injury requires a doctor (or medical office) visit or involves lost time, please follow the procedures listed below.

Contractors'/Subcontractors' on-site personnel must follow these procedures if any employee is involved in an accident or occurrence resulting in bodily injury or death:

The main responsibility for any Contractor and Subcontractor is first to see that the injured worker receives immediate medical care. Immediately contact 911 for any serious, traumatic, and life-threatening injuries.

If an employee reports a work injury or illness that is minor and does not require a doctor visit or time off from work, the supervisor should refer the employee to the nearest **First Aid Treatment** available at the jobsite.

Call Liberty Mutual Insurance Company at **1-800-362-0000 or email them at** **CLclaimsreports@libertymutual.com** to report the injury. Access the Workers' Compensation Claim Kit, sent to you by the Program Administrator, which contains forms to be completed by employee and employer, as well as accident reporting guidelines. Have the following items ready when reporting the claim:

- SEWUP **Workers' Compensation Policy Number (Provided at time of enrollment)**
- SEWUP **Site Location Code**

Medical Provider Network (MPN)

Liberty Mutual Insurance, the Statewide Educational Wrap Up Program's insurance carrier, has implemented the following Medical Provider Network (MPN):

Liberty Mutual Insurance MPN

The above MPN is to be utilized for the medical treatment of injured employees, unless the employee has pre-designated their medical provider prior to the date of loss. In emergency situations, it is always recommended that the injured worker be treated at an emergency medical facility first, and then sent to a physician in the Medical Provider Network (MPN).

MPN Regulations & Guidelines:

- California MPN rules and regulations require that the injured worker must receive the Full Written MPN Notification when an injury is reported, or at the time of injury. The English version is given to English speaking employees and the Spanish version is given to Spanish speaking employees. The Full Written MPN Notification must also be given to the injured worker when changing to and transferring open claims to the Gallagher Bassett Platinum MPN.
- The MPN regulations are silent about Employee Acknowledgement Letters. As an employer, you have the right to use acknowledgement letters for your employees to sign when you give your employee the Full Written MPN Notification.
- An MPN Panel Card shall be posted at SEWUP Project Jobsite, Displaying the Name, Address and a Map of Designated Medical Clinic close to the jobsite.
- **For locating participating medical providers** within the Liberty Mutual Insurance MPN, use your Internet Browser to access the below website, which will provide links for locating a medical provider within the network by specialty and by location,

  https://lmi.co/LMnetworks

State Required Workers' Compensation Forms

The Labor Code requires that an employee report any injury immediately to the employer. There are essential requirements for both the employer and employee to after the injury has been reported.

The Labor Code provides for possible penalties to be assessed if the following timelines are not met:

- Provision of the Employee Claim Form, DWC-1; report within one (1) working day of the employer's knowledge of a disability or injury beyond first aid. Each employer is responsible for providing this form to an injured employee. Should the employee not be available for hand delivery, mail the DWC-1 to the employee at their home address.
- Provision of the Employer's Report of Injury, Form 5020; report, within five (5) days of knowledge, every occupational injury or illness which results in lost time beyond the date of the incident or requires medical treatment at a medical facility. In addition, every serious illness/injury or death must be reported immediately by telephone or fax to the nearest office of the California Division of Occupational Safety and Health.

7.2 General Liability Claim Reporting

Contractors/Subcontractor must immediately report all known or suspected First Party, Third Party or Pollution Liability incidents occurring at the Project Site involving bodily injury, death, or any damage to property to the following:

- Keenan & Associates - **1-310-212-0363 x.2116**. Have the following information ready when reporting claim
    - SEWUP **General Liability Policy Number**
    - SEWUP **Site Location Code**
- Program Administrator (SEWUP) – Email: TMyer@Keenan.com & SEWUP@keenan.com, Phone: (800) 654-8102. Notice of Occurrence - Accident/Incident Report may be email or faxed.

Note:
Always take appropriate emergency measures to prevent additional injury or damage, including contacting police and fire authorities as required by law.

7.3 Builder's Risk Claim Reporting

Contractors/Subcontractors must immediately report all property damage to your work or work of any other Contractor/Subcontractor at the Project Site, to the following:

- Keenan & Associates - **1-310-212-0363 x.2116**
- Ace USA Property Claims – Email: Propertyfirstnotices@acegroup.com, Phone: (800) 433-0385
- Program Administrator (SEWUP) – Email: TMyer@Keenan.com & SEWUP@keenan.com, Phone: (800) 654-8102.

Note:
Always take appropriate emergency measures to prevent additional injury or damage, including contacting police and fire authorities as required by law.

7.4 Contractor's Pollution Liability Claim Reporting

Contractors/Subcontractors must immediately report all third-party accidents related to a known or suspected pollution incident at the Project Site involving bodily injury, death, or any damage to property to the following:

- Keenan & Associates - **1-310-212-0363 x.2116**
- Berkley Assurance Company - Electronic Reporting - **BCPclaims@BerkleyCP.com**
- Program Administrator (SEWUP) – Email: TMyer@Keenan.com & SEWUP@keenan.com, Phone: (800) 654-8102.

7.5 Automobile Claim Reporting

NO coverage is provided for automobile use by Contractors/Subcontractors under the OCIP. It is the sole responsibility of each Contractor and Subcontractor to report claims involving their automobiles to their own insurance carrier.

7.6 Instructions and Procedures – Litigation Papers, Legal Documents, etc.

If your firm is served with a lawsuit arising out of your involvement with the Owner's Project, or if receipt of litigation papers or legal documents is your first notice of a claim, forward to the following:

- Program Administrator (SEWUP) – Email**:** SEWUP@keenan.com**,** Phone: (800) 654-8102

7.7 Investigation Assistance/Confirmation of Claim Receipt

All Contractors/Subcontractors will assist in the investigation of any accident or occurrence involving injury to persons or property. All Contractors/Subcontractors must cooperate with the companies involved in adjusting any claim by securing and giving evidence and obtaining the participation and attendance of witnesses required for the investigation and defense of any claim or suit.

Upon receipt of the claim or incident from the Contractor, the respective OCIP insurance carrier will send a claims acknowledgment letter with the assigned claims file number. Always cooperate with the Owner or the OCIP insurer representatives in the accident investigation.

8.0 Required Project Forms

- **8.1 First Report of Injury (5020)**
- **8.2 Workers' Compensation Claim Form (DWC-1)**
- **8.3 Notice of Occurrence - Accident/Incident Report – General Liability, Pollution, Builders Risk**

8.1 First Report of Injury (5020)

District Name: _____

Project Name: _____

State of California
EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR ILLNESS

PLEASE COMPLETE (TYPE, IF POSSIBLE). MAIL TWO COPIES TO:

OSHA CASE NO.

☐ FATALITY

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers compensation benefits or payments of guilty of a felony.

NOTICE: California law requires employers to report within five days of knowledge every occupational injury or illness which results in lost time beyond the date of the incident OR requires medical treatment beyond first aid. If an employee subsequently dies as a result of a previously reported injury or illness, the employer must file within five days of knowledge an amended report indicating death. In addition, every serious illness/injury or death must be reported immediately by telephone or telegraph to the nearest office of the California Division of Occupational Safety and Health

EMPLOYER

1. FIRM NAME | 1A. POLICY NUMBER | DO NOT USE THIS COLUMN
2. MAILING ADDRESS (Number and Street, City, ZIP) | 2A. PHONE NUMBER | Case No.
3. LOCATION, IF DIFFERENT FROM MAILING ADDRESS (Number and Street, City, ZIP) | 3A. LOCATION CODE | Ownership
4. NATURE OF BUSINESS, e.g., painting contractor, wholesale grocer, sawmill, hotel, etc. | 5. STATE UNEMPLOYMENT INSURANCE ACCT NUMBER | Industry
6. TYPE OF EMPLOYER ☐ PRIVATE ☐ STATE ☐ CITY ☐ COUNTY ☐ SCHOOL DIST. ☐ OTHER GOV. – SPECIFY _____ | Occupation

EMPLOYEE

7. EMPLOYEE NAME | 8. SOCIAL SECURITY NUMBER | 9. DATE OF BIRTH (mm dd yy) | Sex
10. HOME ADDRESS (Number and Street, City, ZIP) | 10A. PHONE NUMBER | Age
11. SEX ☐ MALE ☐ FEMALE | 12. OCCUPATION (Regular job title – NO initials, abbreviations or numbers) | 13 DATE OF HIRE (mm dd yy) | Daily Hours
14. EMPLOYEE USUALLY WORKS hours ____ per day days ____ per week total ____ wkly. hrs | 14A EMPLOYMENT STATUS (check applicable status at time of injury) ___ regular full-time ___ part time temp. ___ seasonal | 14B Under what class code of your policy were wages assigned | Days/week
15. GROSS WAGES/SALARY $_____ PER _____ | 16 OTHER PAYMENTS NOT REPORTED AS WAGES/Salary (e.g., tips, meals, lodging, overtime, bonuses, etc.)? ☐ YES $_____ PER _____ ☐ NO | Weekly Hours

INJURY OR ILLNESS

17. DATE OF INJURY OR ONSET OF ILLNESS (mm dd yy) | 18 TIME INJURY ILLNESS OCCURRED A.M. P.M. | 19 TIME EMPLOYEE BEGAN WORK A.M. P.M. | 20. IF EMPLOYEE DIED, DATE OF DEATH (mm dd yy) | Weekly Wage
21. UNABLE TO WORK FOR AT LEAST ONE FULL DAY AFTER DATE OF INJURY ☐ YES ☐ NO | 22. DATE LAST WORKED (mm dd yy) | 23. DATE RETRUNED TO WORK (mm dd yy) | 24. IF STILL OFF WORK CHECK THIS BOX ☐ | County
25. PAID FULL WAGES FOR DAY OF INJURY OR LAST DAY WORKED ☐ YES ☐ NO | 26. SALARY BEING CONT'D? ☐ YES ☐ NO | 27. DATE OF EMPLOYER'S KNOWLEDGE NOTICE OF INJURY/ILLNESS (mm dd yy) | 28. DATE EMPLOYEE WAS PROVIDED EMPLOYEE CLAIM FORM (mm dd yy) | Nature of Injury
29. SPECIFIC INJURY/ILLNESS AND PART OF BODY AFFECTED, MEDICAL DIAGNOSIS, if available , e.g., second degree burns on right arm, tendonitis of left elbow, lead poisoning | Part of Body
30. LOCATION WHERE EVENT OR EXPOSURE OCCURRED (Number and Street, City) | 30A COUNTY | 30B. ON EMPLOYER'S PREMISES ☐ YES ☐ NO | Source
31 DEPARTMENT WHERE EVENT OR EXPOSURE OCCURRED, e.g. shipping department, machine shop. | 32. OTHER WORKERS INJURED/ ILL IN THIS EVENT? ☐ YES ☐ NO | Event
33. EQUIPMENT, MATERIALS AND CHEMICALS THE EMPLOYEE WAS USING WHEN EVENT OR EXPOSURE OCCURRED, e.g., acetylene, welding torch, farm tractor, scaffold | Sec. Source
34. SPECIFIC ACTIVITY THE EMPLOYEE WAS PERFORMING WHEN EVENT OR EXPOSURE OCCURRED, e.g., welding seams of metal forms, loading boxes into truck | Extent of Injury
35 HOW INJURY/ILLNESS OCCURRED. DESCRIBE SEQUENCE OF EVENTS SPECIFY OBJECT OR EXPOSURE WHICH DIRECTLY PRODUCED THE INJURY/ILLNESS (e.g., worker stepped back to inspect work and slipped on scrap material. As he fell, he brushed against fresh weld and burned right hand). USE SEPARATE SHEET IF NECESSARY
36. NAME AND ADDRESS OF PHYSICIAN (Number and Street, City, ZIP) | 36A. PHONE NUMBER
37 IF HOSPITALIZED AS AN INPATIENT, NAME AND ADDRESS OF HOSPITAL (Number and Street, City, ZIP) | 37A. PHONE NUMBER

COMPLETED BY (type or print)	SIGNATURE	TITLE	DATE

8.2 Workers' Compensation Claim Form (DWC-1)

Formulario de Reclamo de Compensación para Trabajadores (DWC 1) y Notificación de Posible Elegibilidad

If you are injured or become ill, either physically or mentally, because of your job, including injuries resulting from a workplace crime, you may be entitled to workers' compensation benefits. Attached is the form for filing a workers' compensation claim with your employer. **You should read all of the information below.** Keep this sheet and all other papers for your records. You may be eligible for some or all of the benefits listed depending on the nature of your claim. If required you will be notified by the claims administrator, who is responsible for handling your claim, about your eligibility for benefits.

To file a claim, complete the "Employee" section of the form, keep one copy and give the rest to your employer. Your employer will then complete the "Employer" section, give you a dated copy, keep one copy and send one to the claims administrator. Benefits can't start until the claims administrator knows of the injury, so complete the form as soon as possible.

Medical Care: Your claims administrator will pay all reasonable and necessary medical care for your work injury or illness. Medical benefits may include treatment by a doctor, hospital services, physical therapy, lab tests, x-rays, and medicines. Your claims administrator will pay the costs directly so you should never see a bill. For injuries occurring on or after 1/1/04, there is a limit on some medical services.

The Primary Treating Physician (PTP) is the doctor with the overall responsibility for treatment of your injury or illness. Generally your employer selects the PTP you will see for the first 30 days, however, in specified conditions, you may be treated by your predesignated doctor. If a doctor says you still need treatment after 30 days, you may be able to switch to the doctor of your choice. Special rules apply if your employer offers a Health Care Organization (HCO) or after 1/1/05, has a medical provider network. Contact your employer for more information. If your employer has not put up a poster describing your rights to workers' compensation, you may choose your own doctor immediately.

Within one working day after an employee files a claim form, the employer shall authorize the provision of all treatment, consistent with the applicable treating guidelines, for the alleged injury and shall continue to provide treatment until the date that liability for the claim is accepted or rejected. Until the date the claim is accepted or rejected, liability for medical treatment shall be limited to ten thousand dollars ($10,000).

Disclosure of Medical Records: After you make a claim for workers' compensation benefits, your medical records will not have the same privacy that you usually expect. If you don't agree to voluntarily release medical records, a workers' compensation judge may decide what records will be released. If you request privacy, the judge may "seal" (keep private) certain medical records.

Payment for Temporary Disability (Lost Wages): If you can't work while you are recovering from a job injury or illness, you will receive temporary disability payments. These payments may change or stop when your doctor says you are able to return to work. These benefits are tax-free. Temporary disability payments are two-thirds of your average weekly pay, within minimums and maximums set by state law. Payments are not made for the first three days you are off the job unless you are hospitalized overnight or cannot work for more than 14 days.

Si Ud. se lesiona o se enferma, ya sea física o mentalmente, debido a su trabajo, incluyendo lesiones que resulten de un crimen en el lugar de trabajo, es posible que Ud. tenga derecho a beneficios de compensación para trabajadores. Se adjunta el formulario para presentar un reclamo de compensación para trabajadores con su empleador. **Ud. debe leer toda la información a continuación.** Guarde esta hoja y todos los demás documentos para sus archivos. Es posible que usted reúna los requisitos para todos los beneficios, o parte de éstos, que se enumeran, dependiendo de la índole de su reclamo. Si se requiere, el/la administrador(a) de reclamos, quien es responsable del manejo de su reclamo, le notificará a usted, lo referente a su elegibilidad para beneficios.

Para presentar un reclamo, complete la sección del formulario designada para el "Empleado", guarde una copia, y déle el resto a su empleador. Entonces, su empleador completará la sección designada para el "Empleador", le dará a Ud. una copia fechada, guardará una copia, y enviará una al/a la administrador(a) de reclamos. Los beneficios no pueden comenzar hasta, que el/la administrador(a) de reclamos se entere de la lesión, así que complete el formulario lo antes posible.

Atención Médica: Su administrador(a) de reclamos pagará toda la atención médica razonable y necesaria, para su lesión o enfermedad relacionada con el trabajo. Es posible que los beneficios médicos incluyan el tratamiento por parte de un médico, los servicios de hospital, la terapia física, los análisis de laboratorio y las medicinas. Su administrador(a) de reclamos pagará directamente los costos, de manera que usted nunca verá un cobro. Para lesiones que ocurren en o después de 1/1/04, hay un límite de visitas para ciertos servicios médicos.

El Médico Primario que le Atiende-*Primary Treating Physician PTP* es el médico con toda la responsabilidad para dar el tratamiento para su lesion o enfermedad. Generalmente, su empleador selecciona al *PTP* que Ud. Verá durante los primeros 30 días. Sin embargo, en condiciones específicas, es posible que usted pueda ser tratado por su médico pre-designado. Si el doctor dice que usted aún necesita tratamiento después de 30 días, es possible que Ud. pueda cambiar al médico de su preferencia. Hay reglas especiales que son aplicables cuando su empleador ofrece una Organización del Cuidado Médico (HCO) o depués de 1/1/05 tiene un Sistema de Proveedores de Atención Médica. Hable con su empleador para más información. Si su empleador no ha colocado un poster describiendo sus derechos para la compensación para trabajadores, Ud. puede seleccionar a su propio medico inmediatamente.

El empleador autorizará todo tratamiento médico consistente con las directivas de tratamiento applicables a la lesión o enfermedad, durante el primer día laboral después que el empleado efectúa un reclamo para beneficios de compensación, y continuará proveyendo este tratamiento hasta la fecha en que el reclamo sea aceptado o rechazado. Hasta la fecha en que el reclamo sea aceptado o rechazado, el tratamiento médico será limitado a diez mil dólares ($10,000).

Divulgación de Expedientes Médicos: Después de que Ud. presente un reclamo para beneficios de compensación para los trabajadores, sus expedientes médicos no tendrán la misma privacidad que usted normalmente espera. Si Ud. no está de acuerdo en divulgar voluntariamente los expedientes médicos, un(a) juez de compensación para trabajadores posiblemente decida qué expedientes se revelarán. Si Ud. Solicita privacidad, es posible que el/la juez "selle" (mantenga privados) ciertos expedientes médicos.

Pago por Incapacidad Temporal (Sueldos Perdidos): Si Ud. no puede trabajar, mientras se está recuperando de una lesión o enfermedad relacionada con el trabajo, Ud. recibirá pagos por incapacidad temporal. Es posible que estos pagos cambien o paren, cuando su médico diga que Ud. está en condiciones de regresar a trabajar. Estos beneficios son libres de impuestos. Los pagos por incapacidad temporal son dos tercios de su pago semanal promedio, con cantidades mínimas y máximas establecidas por las leyes estatales. Los pagos no se hacen durante los primeros tres

Return to Work: *To help you to return to work as soon as* pos: you should actively communicate with your treating do claims administrator, and employer about the kinds of work you can do while recovering. They may coordinate efforts to return you to modified duty or other work that is medically appropriate. This modified or other duty may be temporary or may be extended depending on the nature of your injury or illness.

Payment for Permanent Disability: If a doctor says your injury or illness results in a permanent disability, you may receive additional payments. The amount will depend on the type of injury, your age, occupation, and date of injury.

Vocational Rehabilitation (VR): If a doctor says your injury or illness prevents you from returning to the same type of job and your employer doesn't offer modified or alternative work, you may qualify for VR. If you qualify, your claims administrator will pay the costs, up to a maximum set by state law. VR is a benefit for injuries that occurred prior to 2004.

Supplemental Job Displacement Benefit (SJDB): If you do not return to work within 60 days after your temporary disability ends, and your employer does not offer modified or alternative work, you may qualify for a nontransferable voucher payable to a school for retraining and/or skill enhancement. If you qualify, the claims administrator will pay the costs up to the maximum set by state law based on your percentage of permanent disability. SJDB is a benefit for injuries occurring on or after 1/1/04.

Death Benefits: If the injury or illness causes death, payments may be made to relatives or household members who were financially dependent on the deceased worker.

It is illegal for your employer to punish or fire you for having a job injury or illness, for filing a claim, or testifying in another person's workers' compensation case (Labor Code 132a). If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

You have the right to disagree with decisions affecting your claim. If you have a disagreement, contact your claims administrator first to see if you can resolve it. If you are not receiving benefits, you may be able to get State Disability Insurance (SDI) benefits. Call State Employment Development Department at (800) 480-3287.

You can obtain free information from an information and assistance officer of the State Division of Workers' Compensation, or you can hear recorded information and a list of local offices by calling **(800) 736-7401**. You may also go to the DWC web site at **www.dir.ca.gov**. Link to Workers' Compensation.

You can consult with an attorney. Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fee will be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at (415) 538-2120 or go to their web site at **www.californiaspecialist.org**.

ıs en que Ud. no trabaje, a menos que Ud. sea hospitalizado(a) de che, o no pueda trabajar durante más de 14 días.

Regreso al Trabajo: Para ayudarle a regresar a trabajar lo antes posible, Ud. debe comunicarse de manera activa con el médico que le atienda, el/la administrador(a) de reclamos y el empleador, con respecto a las clases de trabajo que Ud. puede hacer mientras se recupera. Es posible que ellos coordinen esfuerzos para regresarle a un trabajo modificado, o a otro trabajo, que sea apropiado desde el punto de vista médico. Este trabajo modificado, u otro trabajo, podría extenderse o no temporalmente, dependiendo de la índole de su lesión o enfermedad.

Pago por Incapacidad Permanente: Si el doctor dice que su lesión o enfermedad resulta en una incapacidad permanente, es posible que Ud. reciba pagos adicionales. La cantidad dependerá de la clase de lesión, su edad, su ocupación y la fecha de la lesión.

Rehabilitación Vocacional: Si el doctor dice que su lesión o enfermedad no le permite regresar a la misma clase de trabajo, y su empleador no le ofrece trabajo modificado o alterno, es posible que usted reúna los requisitos para rehabilitación vocacional. Si Ud. reúne los requisitos, su administrador(a) de reclamos pagará los costos, hasta un máximo establecido por las leyes estatales. Este es un beneficio para lesiones que ocurrieron antes de 2004.

Beneficio Suplementario por Desplazamiento de Trabajo: Si Ud. No vuelve al trabajo en un plazo de 60 días después que los pagos por incapcidad temporal terminan, y su empleador no ofrece un trabajo modificado o alterno, es posible que usted reúne los requisitos para recibir un vale no-transferible pagadero a una escuela para recibir un Nuevo entrenamiento y/o mejorar su habilidad. Si Ud. reúne los requisitios, el administrador(a) de reclamos pagará los costos hasta un máximo establecido por las leyes estatales basado en su porcentaje del incapicidad permanente. Este es un beneficio para lesiones que ocurren en o después de 1/1/04.

Beneficios por Muerte: Si la lesión o enfermedad causa la muerte, es posible que los pagos se hagan a los parientes o a las personas que vivan en el hogar, que dependían económicamente del/de la trabajador(a) difunto(a).

Es ilegal que su empleador le castigue o despida, por sufrir una lesión o enfermedad en el trabajo, por presentar un reclamo o por atestiguar en el caso de compensación para trabajadores de otra persona. (El Codigo Laboral sección 132a). Si es probado, puede ser que usted reciba pagos por perdida de sueldos, reposición del trabajo, aumento de beneficios, y gastos hasta un límite establecido por el estado. Ud. tiene derecho a estar en desacuerdo con las decisiones que afecten su reclamo. Si Ud. tiene un desacuerdo, primero comuníquese con su administrador(a) de reclamos, para ver si usted puede resolverlo. Si usted no está recibiendo beneficios, es posible que Ud. pueda obtener beneficios de Seguro Estatal de Incapacidad (SDI). Llame al Departamento Estatal del Desarrollo del Empleo (EDD) al (800) 480-3287.

Ud. puede obtener información gratis, de un oficial de información y asistencia, de la División estatal de Compensación al Trabajador *(Division of Workers' Compensation – DWC)*, o puede escuchar información grabada, así como una lista de oficinas locales, llamando al **(800) 736-7401**. Ud. también puede ir al sitio electrónico en el Internet de la DWC en **www.dir.ca.gov.** Enlácese a la sección de Compensación para Trabajadores.

Ud. puede consultar con un(a) abogado(a). La mayoría de los abogados ofrecen una consulta gratis. Si Ud. decide contratar a un(a) abogado(a), sus honorarios se tomarán de sus beneficios. Para obtener nombres de abogados de compensación para trabajadores, llame a la Asociación Estatal de Abogados de California *(State Bar)* al (415) 538-2120, ó vaya a su sitio electrónico en el Internet en **www.californiaspecialist.org**.

DIVISION OF WORKERS' COMPENSATION

Estado de California
Departamento de Relaciones Industriales
DIVISION DE COMPENSACIÓN AL TRABAJADOR

WORKERS COMPENSATION CLAIM FORM (DWC 1)

PETITION DEL EMPLEADO PARA DE COMPENSACIÓN DEL TRABAJADOR (DWC 1)

Employee: Complete the **"Employee"** section and give the form to your employer. Keep a copy and mark it **"Employee's Temporary Receipt"** until you receive the signed and dated copy from your employer. You may call the Division of Workers' Compensation and hear recorded information at **(800) 736-7401**. An explanation of workers' compensation benefits is included as the cover sheet of this form.

You should also have received a pamphlet from your employer describing workers' compensation benefits and the procedures to obtain them.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

Empleado: *Complete la sección* ***"Empleado"*** *y entregue la forma a su empleador. Quédese con la copia designada* ***"Recibo Temporal del Empleado"*** *hasta que Ud. reciba la copia firmada y fechada de su empleador. Ud. puede llamar a la Division de Compensación al Trabajador al* ***(800) 736-7401*** *para oir información gravada. En la hoja cubierta de esta forma esta la explicatión de los beneficios de compensación al trabjador.*

Ud. también debería haber recibido de su empleador un folleto describiendo lo s benficios de compensación al trabajador lesionado y los procedimientos para obtenerlos.

Toda aquella persona que a propósito haga o cause que se produzca cualquier declaración o representación material falsa o fraudulenta con el fin de obtener o negar beneficios o pagos de compensación a trabajadores lesionados es culpable de un crimen mayor "felonia".

Employee—complete this section and see note above. ***Empleado—complete esta sección y note la notación arriba.***

1. Name. *Nombre.* _____ Today's Date. *Fecha de Hoy.* _____
2. Home Address. *Dirección Residencial.* _____
3. City. *Ciudad.* _____ State. *Estado.* _____ Zip. *Código Postal.* _____
4. Date of Injury. *Fecha de la lesión (accidente).* _____ Time of Injury. *Hora en que ocurrió.* _____ a.m. _____ p.m.
5. Address and description of where injury happened. *Dirección/lugar dónde occurió el accidente.* _____
   _____
6. Describe injury and part of body affected. *Describa la lesión y parte del cuerpo afectada.* _____
   _____
7. Social Security Number. *Número de Seguro Social del Empleado.* _____
8. Signature of employee. *Firma del empleado.* _____

Employer—complete this section and see note below. ***Empleador—complete esta sección y note la notación abajo.***

9. Name of employer. *Nombre del empleador.* _____
10. Address. *Dirección.* _____
11. Date employer first knew of injury. *Fecha en que el empleador supo por primera vez de la lesión o accidente.* _____
12. Date claim form was provided to employee. *Fecha en que se le entregó al empleado la petición.* _____
13. Date employer received claim form. *Fecha en que el empleado devolvió la petición al empleador.* _____
14. Name and address of insurance carrier or adjusting agency. *Nombre y dirección de la compañía de seguros o agencia adminstradora de seguros.*
    _____
15. Insurance Policy Number. *El número de la póliza de Seguro.* _____
16. Signature of employer representative. *Firma del representante del empleador.* _____
17. Title. *Título.* _____ 18. Telephone. *Teléfono.* _____

Employer: You are required to date this form and provide copies to your insurer or claims administrator and to the employee, dependent or representative who filed the claim within **one working day** of receipt of the form from the employee.

SIGNING THIS FORM IS NOT AN ADMISSION OF LIABILITY

Empleador: *Se requiere que Ud. feche esta forma y que provéa copias a su compañía de seguros, administrador de reclamos, o dependiente/representante de reclamos y al empleado que hayan presentado esta petición dentro del plazo de* ***un día hábil*** *desde el momento de haber sido recibida la forma del empleado.*

EL FIRMAR ESTA FORMA NO SIGNIFICA ADMISION DE RESPONSABILIDAD

❑ Employer copy
Copia del Empleador

❑ Employee copy
Copia del Empleado

❑ Claims Administrator
Administrador de Reclamos

❑ Temporary Receipt/
Recibo del Empleado

8.3 Notice of Occurrence - Accident/Incident Report – General Liability, Pollution, Builder's Risk

SEWUP

Notice of Occurrence

ACCIDENT / INCIDENT REPORT – GENERAL LIABILITY/POLLUTION/BUILDERS RISK

Keenan & Associates 2355
Crenshaw Blvd. Torrance, CA 90501
www.SEWUP.ORG
Licence No. 0451271

Date:

Contact:	Project Location Code:	Date of Loss & Time:	☐ AM ☐ PM
Phone:			
Cell:	Carrier:		NAIC Code:
Fax:	Policy No.:		Client ID No.:
Email:			

School District

Name of Insured:		Insureds Mailing Address:	
Contact Name:	Title:		
Primary Phone: ☐ Bus ☐ Cell	Secondary Phone: ☐ Bus ☐ Cell	Primary Email:	Secondary Email:

Contractor

Name of Insured:		Insureds Mailing Address:	
Contact Name:	Title:		
Primary Phone: ☐ Bus ☐ Cell	Secondary Phone: ☐ Bus ☐ Cell	Primary E-mail:	Secondary E-mail:

Occurrence

Location of Occurrence / Address (Describe Location if No Specific Address):	Police or Fire Dept. Contacted?
	Report No.:
Description of Occurrence:	

Property

Premises: Claimant (1) is: ☐ Owner ☐ Tenant ☐ Insured Party		Premises: Claimant (2) is: ☐ Owner ☐ Tenant ☐ Insured Party	
Type of Damage:		Type of Damage:	
Damaged Party (1) Name & Address (If not insured):		Damaged Party (2) Name & Address (If not insured):	
Primary Phone:	☐ Home ☐ Bus. ☐ Cell	Primary Phone:	☐ Home ☐ Bus. ☐ Cell
Secondary Phone:	☐ Home ☐ Bus. ☐ Cell	Secondary Phone:	☐ Home ☐ Bus. ☐ Cell
Primary Email:		Primary Email:	
Secondary Email:		Secondary Email:	
Location of Property for Inspection:		Location of Property for Inspection:	

SEWUP - Notice of Occurrence Page 1 of 2

Injured Party

Damaged Party (1) Name & Address (If not insured):		Damaged Party (2) Name & Address (If not insured):	
Primary Phone:	☐Home ☐Bus ☐Cell	Primary Phone:	☐Home ☐Bus ☐Cell
Secondary Phone:	☐Home ☐Bus ☐Cell	Secondary Phone:	☐Home ☐Bus ☐Cell
Primary E-mail:		Primary E-mail:	
Secondary E-mail:		Secondary E-mail:	
Age: Sex: Occupation:		Age: Sex: Occupation:	
Where Taken:		Where Taken:	
Describe Injury:		Describe Injury:	
What Was Injured Doing:		What Was Injured Doing:	

Witnesses

Damaged Party (1) Name & Address (If not insured):		Damaged Party (2) Name & Address (If not insured):	
Primary Phone:	☐Home ☐Bus ☐Cell	Primary Phone:	☐Home ☐Bus ☐Cell
Secondary Phone:	☐Home ☐Bus ☐Cell	Secondary Phone:	☐Home ☐Bus ☐Cell
Primary E-mail:		Primary E-mail:	
Secondary E-mail:		Secondary E-mail:	

Remarks

Reported By:	Reported To:

9.0 Frequency Asked Questions (FAQs)

General

1. **Who is insured under an Owner Controlled Insurance Program?**

   The Owner and all enrolled Contractors and their enrolled Subcontractors of any tier who perform operations at the Project Site described in the Contract Documents are insured under the OCIP.

2. **Who is managing the Owner Controlled Insurance Program?**

   Keenan & Associates is the Program Administrator for this Owner Controlled Insurance Program, otherwise known as Statewide Educational Wrap Up Program (SEWUP).

3. **Is Project Site Defined?**

   Yes. Project Site is on file with the insurance company, as described in the applicable Contract Documents.

4. **What insurance is provided to Contractors/Subcontractors under the Owner Controlled Insurance Program (OCIP)?**

   The Owner has agreed to procure the following insurance:

   a. Workers' Compensation and Employer's Liability
   b. General Liability Insurance for Personal Injury, Bodily Injury and Property Damage Liability
   c. Builder's Risk
   d. Contractor's Pollution Liability (course of construction only)

5. **Does the OCIP cover any contractor's equipment?**

   No. Contractors and Subcontractors must maintain this coverage.

6. **Are there other types of insurance normally purchased by Contractors, which are not included?**

   Yes. Examples are:

   a. Bonds, if required by contract
   b. Contractor's Automobile Liability and Physical Damage Insurance
   c. Contractor's Equipment Floater

7. **Does the Contractor/Subcontractor insured under the OCIP have to provide evidence of insurance?**

Yes. The contract requires that, prior to commencement of on-site activities; each Contractor/Subcontractor shall furnish a Certificates of Insurance evidencing coverage for:

a. Workers' Compensation
b. General Liability

Certificates of Insurance and Additional Named Insured Endorsements, specifically naming the Owner, are also required for:

a. Automobile Liability
b. Any other required coverages outlined in the Contract and the Project Insurance Manual.

8. **How is the Contractor/Subcontractor's bid to be submitted?**

The Contractor/Subcontractor needs to submit their bid excluding certain insurance costs, as outlined in the Contract. Change Orders also need to be submitted without insurance costs.

9. **When will the Contractor/Subcontractor receive a Certificate of Insurance insuring them under the OCIP?**

Eligible Contractors/Subcontractors awarded a contract will be furnished a Certificate of Insurance upon Program Administrator's review and acceptance of the Contract Enrollment via WrapPortal.

10. **Will all Contractors/Subcontractors receive information concerning their loss experience?**

This information is available, upon request, from the Program Administrator.

11. **How long are the policies kept in-force for the Contractor/Subcontractor?**

The policy periods commence on the date of "Award" and terminate as defined in the Contract Documents. The only extension is for General Liability "Completed Operations" which is for ten (10) years after Notice of Completion filed by the District.

12. Does the OCIP provide coverage for truckers, vendors and suppliers?

No. Contractors/Subcontractors, whose sole duties are as truckers, vendors, or suppliers are not included in the program. If contracted with an on-site installer, vendors and/or suppliers should be enrolled in the OCIP for General Liability only, as it pertains to the contractual relationship of the installer's on-site work.

13. Are all Contractors/Subcontractors, of any tier, required to complete their own OCIP enrollment before they will be allowed to begin job site activity?

All Contractors/Subcontractors, regardless of tier, must complete a Contract Enrollment via WrapPortal, prior to commencement of on-site activities. Upon acceptance by the OCIP Administrator, each Contractor/Subcontractor will receive an enrollment confirmation packet, which includes a Certificate of Insurance evidencing the OCIP coverages.

14. What document do I use to show my Agent/Broker and Insurer that I'm covered under the OCIP?

All contractors enrolled under the OCIP program receive individual workers' compensation policies and Certificates of Insurance evidencing coverage under the OCIP program.

Workers' Compensation and Employers' Liability Insurance Questions

1. What insurance company writes the Workers' Compensation and Employer's Liability coverage?

Liberty Mutual Insurance Company.

2. What is the coverage term?

The coverage term for each Contractor/Subcontractor will coincide with the Start Date provided at OCIP enrollment. OCIP Workers' Compensation policies are renewed each year until receipt of OCIP Contractor's Completion Notice.

3. How will the Contractor/Subcontractor's payroll be classified?

Insurance Company will classify payrolls in accordance with California law under the Workers' Compensation Insurance Rating Bureau regulations, classifications, rates and rating plans. The Monthly Project Site Payroll Form will be used for Contractors/Subcontractors' monthly payroll submissions.

4. Will Program Administrator inspect the job and make recommendations regarding loss control and safety?

Yes. The Program Administrator will conduct periodic loss control surveys on behalf of the Owner. These surveys will focus on evaluating the contractors' efforts to control Workers' Compensation, General Liability, and Builders Risk exposures. These surveys are intended to assist contractors in identifying these exposures and take the appropriate actions to minimize the likelihood of loss.

5. Will there be other people who will make job site inspections?

Yes. The insurance company's Risk Engineer may conduct periodic site inspections to verify compliance with State requirements. State, City and Federal inspectors may also make inspections.

General Liability Insurance for Personal Injury, Bodily Injury and Property Damage Liability Questions

1. What insurance company writes the primary coverage for Personal Injury, Bodily Injury, and Property Damage Liability coverage?

Certain Underwriters at Lloyd's of London

2. Is Completed Operations coverage provided beyond acceptance of the work performed under the Contract?

Yes. The extension for General Liability "completed operations" is for ten (10) years after Notice of Completion is filed by the Owner, or date Occupancy is taken.

10.0 Known Policy Exclusions

Workers' Compensation
Bodily Injury Outside US or Canada
Bodily Injury To Any Member of Flying Crew
Bodily Injury To Person Subject To Federal Workers' Compensation
Bodily Injury To Person Subject To Occupational Disease Laws
Contractual Liability
Employees Knowingly Employed Illegally
Employment Related Practices
Intentional or Aggravated Bodily Injury
Obligations Imposed By Disability Benefits or Any Similar Law
Obligations Imposed By Occupational Disease Laws
Obligations Imposed By Unemployment Compensation Laws
Obligations Imposed By Workers' Compensation Laws
State or Federal Law Violation Fines, Penalties

General Liability
Aircraft, Auto or Watercraft
Asbestos
Medical Payments Coverage
Certain Exclusions to Personal and Advertising Injury Liability
Certified Acts of Terrorism
Communicable Disease
Contractual Liability (Limited Coverage Provided)
Cross Suits – Limited
Cyber and Data
Employers Liability
Employment Related Practices
Expected or Intended Injury
Fungi Or Bacteria
Lead
Certain exclusions for transportation or use of
Mobile Equipment
Nuclear
Personal and Advertising Bodily Injury
Pollution and Hazardous Materials
Prior Continuous, or Progressively Deteriorating Injury or Damage
Professional Liability
Property Damage to the Project During the Course of Construction
Punitive Damages
Residential and Condominium Conversion
Recall of Products, Work Or Impaired Property

Silica or Silica Mixed Dust
Subsidence - Conditional Warranty – So long as Contractor/Subcontractors follows specifications of geotechnical/environmental reports then the exclusion will be waived; if not, exclusion will be fully implemented
Violation of Statutes Governing Collecting, Transmitting Information
Violation of Statutes Governing Email, Fax, Phone Calls
War
Workers Compensation and Similar Laws

Builder's Risk
Asbestos
Certain Offsite Property
Certain Release, Discharge, Escape, or Dispersal of Contaminants or Pollutants
Certified Acts of Terrorism (Optional Coverage)
Cessation of Work
Consequential Loss (except as provided in Delay in Opening Coverage)
Communicable Disease
Contractor's Tools, Machinery, Plans, Equipment
Cost of Making Good (Optional Coverage)
Damage to Existing Property (Optional Coverage)
Damage While Testing Prototype or Used Machinery/Equipment
Damages, Fines, Penalties at Government Agency or Court Order
Disappearance or When Revealed by Inventory Shortage Alone
Earth Movement (Optional Coverage)
Electrical, Magnetic, or Errors Related to Electronic Records
Financial Accounts, Instruments, Stamps, Deeds, Precious Material
Flood (Optional Coverage) (rain and the accumulation of rainwater included in Flood definition)
Foreign Terrorism
Infidelity, Dishonesty, Fraudulent Activity of Insured
Land, Values of Land, Cut, & Fill etc. Prior to Project Commencement
Loss Under Any Manufacturer or Supplier Guarantee/Warranty
Normal Subsidence
Nuclear
Offshore or Barrier Island Property
Property That Stores, Processes, or Handles Radioactive Materials
Rolling Stock, Aircraft, Watercraft
Software Loss, unless results from an Open Peril
Standing Timber, Growing Crops, Animals
Vehicles or Equipment Licensed For Highway Use
War and Military Action

Contractors Pollution Liability
Auto, Aircraft, Vessel Or Rolling Stock
Claims Between Certain Insureds
Contractual Liability

Damage To Property
Fines, Penalties, and Treble Damages
Employment Related Practices
Owned Hazardous Materials Facility
Nuclear
Other Entities
Pre-Existing Conditions
Products
Terrorism
War
Workers Compensation and Similar Laws

Division 01

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SECTION 011000 - SUMMARY OF WORK

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in the document, including without limitation:

A. General Conditions, including without limitation, Site Access Conditions and Requirements;

B. Special Conditions.

1.02 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of this Contract may consist of the following:

New construction of STUDENT HOUSING PROJECT project, including site work grading, concrete, electrical, plumbing, exterior finishes, as well as exterior shade structures,as further described in the bid and contract documents ("District Documents").

B. Project Description. The scope of Work and all related general notes and construction notes on the Drawings and Specifications for the Project are included as a part of these Contract Documents. Crews must be staffed as necessary to meet the bid schedule and will be finalized in the Contractor's submitted and approved project schedule.

1.03 CONTRACT METHOD

The Contract is a multi-prime delivery Contract. The Contract for this bid will be awarded to the lowest responsive, responsible lump sum bidder for the Cerritos College – PW26000000XX, STUDENT HOUSING PROJECT Bid Categories 01 through 06 project.

3.1 DESCRIPTION OF WORK

The scope of work for this Contract includes, but is not limited to, those areas described within this section, and all sections listed within the Technical Specification. The Work to be performed by the Contractor is outlined in this Section and includes all Work shown on the Drawings, construction notes, general notes and Technical Specifications.

A. Pedestrian and Vehicle Access. Contractor shall provide and maintain safe access for all pedestrian and vehicle traffic during the course of the Project.

B. Noise Elimination. Contractor shall provide all noise and vibration eliminator, as required, to reduce noise levels to the extent as shown and indicated in the Contract Documents. There shall be no disruption to the operations of Cerritos College ("College") and/or the education of students.

C. Restoring Areas to Original Condition. Contractor is responsible for maintaining, replacing or restoring all areas to their original condition due to all temporary shoring, barriers, fencing, gates, guardrails, signs, etc. which have been damaged or temporarily removed by the Work of this Contract.

D. Fencing. Construction Manager is responsible for relocating existing fence and for furnishing and installing temporary fencing per the Contract Documents.

E. Signage. Contractor is responsible for all traffic, pedestrian, construction and regulatory signage as required or necessary to meet all governing regulatory requirements.

F. Debris Removal. Contractor shall maintain an adequate labor work force, as required on a daily basis, to properly clean up all the debris associated with Contractor's work. All rubbish/debris resulting from each Contractor's operation

will be deposited directly into their own dumpsters, or similar rubbish containers (collectively "Dumpsters"), provided by this Contractor. Contractor shall be responsible for removal and disposal of full Dumpsters. Contractor shall provide receipt of all rubbish/debris removal for the College's waste diversion program. All efforts shall be made to recycle those items that can be recycled. All recycled items must be properly documented and a receipt provided to the College for its waste diversion program on a monthly basis prior to submission of pay application.

G. Drawings and Specifications indicate the design concept, the dimensions of the Work, and the structural elements of construction. Drawings and Specifications do not necessarily indicate or describe all Work, or the entirety of the scope of Work, required for the full performance and completion of the Work under the Contract. Contractor shall be solely responsible for coordinating with other trades where necessary and ensuring Contractor's bid price includes all items Contractor will require, including those indicated, described, implied, or necessary by District, for the Project. Any decisions by District Representative as to the required items of Work included within the scope of these Drawings and Specifications shall be final and binding on the Contractor.

H. The Work to be performed under this Contract shall include:

1. Furnishing all vehicles, tools, equipment, materials, hardware, accessories, supplies, and fabricated or manufactured articles for the Work, including all guarantees and warranties;
2. Furnishing all packaging, transportation, trucking, fuel, freight, delivery and services;
3. Obtaining of permits, licenses, insurance and bonds;
4. Payment of all applicable taxes, storage, and demurrage costs;
5. Furnishing all project administration, supervision, surveying and layout, engineering, detailing, shop drawings and submittals;
6. Providing all scaffolding, temporary bracing and shoring, temporary stairs, ladders and other access aids, all Cal/OSHA-required safety measures, and all other operations and miscellaneous services and appurtenances required for the fulfillment of the Contract.

1.04 CODES, REGULATIONS, AND STANDARDS

A. The codes, regulations, and standards adopted by the state and federal agencies having jurisdiction shall govern minimum requirements for this Project. Where codes, regulations, and standards conflict with the Contract Documents, these conflicts shall be brought to the immediate attention of the District and the Architect.

B. Codes, regulations, and standards shall be as published effective as of date of bid opening, unless otherwise specified or indicated.

1.05 WORK INCLUDED IN THE SCOPE OF THE CONTRACT DOCUMENTS

A. All Work under this Contract shall be performed in strict accordance with the Technical Specification listed in the Table of Contents, as these Sections relate specifically to the Work of the Contractor. Contractor shall carry out any related Work, which may be described in all Sections of the Specifications relative to its Work, and shall coordinate its Work with the Work of other trades in accordance with all Sections of the Technical Specifications, and all other requirements of the Contract Documents.

B. Unless otherwise specified, the District will provide and pay for all independent-testing labs' services required for the Project during normal working hours and days as defined in the Division 0 and 1 of the project specification. The costs of any and all special inspections, re-inspections and/or overtime charges billed as additional costs to the College due to the shift in the normal working hours or days

to meet a modified schedule, and/or re-inspection caused by, or as a result of, inspection failure, shall be paid by Contractor through the issuance of a deductive change order from Contract. Reference Contract Documents for additional information.

C. Any and all off-site material and/or product fabrication testing and/or inspection required by the Contract Documents, DSA, State or Local codes and/or regulations in excess of a 50-mile radius from the Site for Work on the Project and/or under the Contract, shall be paid by Contractor through the issuance of a deductive change order from Contract.

D. Contractor shall provide and/or furnish the following:

1. By submitting this Bid, Contractor(s) confirms that he has familiarized himself with the conditions of the site and that he has made his own estimates regarding the facilities and the difficulties, which may arise in connection with the execution of the Work.

2. Sufficient equipment, manpower and/or overtime, at no increase to Contract Price, to maintain the rate of installation required to accommodate and meet the Project Construction Schedule.

3. Contractor(s) shall modify, adjust and perform scheduled work when and as directed by District Representative.

4. The Project is an alcohol-free and drug-free Project. Any persons found using alcohol or drugs on the Site or who are suspected of being under the influence of alcohol or drugs will be immediately removed from the Site.

5. Prior to release of any retainage, all close-out items, including approval by District, Architect, and/or Engineer as required, shall be completed and Contractor shall perform specified District personnel instruction, and execute all guarantee/warranty forms.

6. Contractor shall perform the Work in a safe and proper manner and properly guard its Work and areas affected by its Work to prevent any person or persons from being injured by the Work or by the condition of the Site and/or Project, and comply in all respects with any and all provisions of the law and ordinances referring to such Work, and with local ordinances relating to the maintenance of danger signals, barriers, lights and similar safeguards respecting falling materials in and/or around the Work and adjacent areas where the same are required. Contractor shall immediately comply with all orders and/or directions from District or any safety engineer or inspector employed at the Project with respect to safety of persons and property at the Site and the areas adjacent to the Site.

In the event of accidents or incidents of any kind, Contractor shall notify Construction Manager immediately of any accident and/or incident. Contractor shall furnish Construction Manager with written copies of all accident or incident reports. Reports shall be sent without delay, at the same time or before said reports are forwarded to any other parties.

If, in District's judgment, Contractor fails to comply with such orders or directions within 48 hours, including weekends and holidays, of District's sending of written safety notice(s) to the Contractor, the District may do any or all of the following:

a. Terminate Contract, maintaining the same rights set forth in Article 24 of Section 00 72 13 (General Conditions);
b. Stop the Work of Contractor until Contractor complies with the orders and/or directions set forth in District's written safety notice. In the event of such stoppage of Work, Contractor shall remain liable for performance under the Contract and for all damages arising out of such Work stoppage.
c. Take any and all such action as may be necessary to make Contractor's Work comply with such orders and directions and charge Contractor for all costs incurred therein.

Failure of the District or any such safety engineer or inspector to issue any such orders of directions to Contractor shall not relieve Contractor from any of its obligations under the Contract.

1.06 COMMENCEMENT AND COMPLETION OF THE WORK

A. In accordance with the provisions of the Contract, Contractor shall begin the Work on the date specified in the written Notice to Proceed from the District, and shall complete all of the Work included in the Contract within the time specified in said Notice. Time stated for completion shall include all closeout requirements, completion of final punch list, and final clean up. Failure to complete all the Work within the stated time for completion could result in the assessment of liquidated damages.

B. The Bid amount requests Contractor to submit its most competitive Bid Price for the Work on the basis of the Bid Document.

1.07 ORDER OF THE WORK.

Work shall be carried on at such places on the Project and in such order or precedence as may be found necessary by the District to expedite completion of the Project. After Work has begun on any portion of a designated part of the Project, it shall be carried forward to its final completion as rapidly as practical. The order and time to complete the Work shall conform, in general, with the requirements of the Project Construction Schedule.

1.08 CONTRACTOR USE OF PROJECT SITE AND PREMISES / DELIVERY AND STAGING OF MATERIALS

A. Contractor's use of the Project Site shall be limited to its construction operations, including on-site storage of materials and equipment, on-site fabrication facilities, and field offices. Additionally, separate prime contractors and subcontractors will be actively working on Site during the scheduled construction of this Project and Contractor must actively coordinate all deliveries and staging of materials, equipment and establishment of work areas with other contractors for the Project. It is the sole responsibility of Contractor to ensure coordination and communication with other contractors sharing the Site.

B. If the District chooses to beneficially occupy any portion of the site, Contractor must obtain the District's written approval for Contractor's use of spaces and types of operations to be performed within the site while so occupied. Contractor's access to the site shall be limited to the areas indicated.

C. Staging and storage of materials on site by Contractor shall primarily be permitted in the areas approved in writing and scheduled in advance by the District and/or Construction Manager.

D. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional

facilities needed by Contractor.

E. Contractor shall be responsible for the protection of its own Work during construction and protection of its own material during delivery, unloading, hoisting, while in storage, until accepted by the District.

F. Material/Personnel Hoisting:

1. Contractor shall provide all hoisting, rigging and final placement required for all materials and equipment necessary for the proper completion of the Work.
2. Contractor will submit for District's written approval *(within 48 hours of Notice to Proceed)* its proposed scheme for the hoisting of all major equipment, including any required shop drawings, sketches and/or load distribution diagrams so as to allow hoisting activities to be coordinated and approved with other contractors' field operations.
3. Contractor shall schedule all material hoisting with the District a minimum of 48 hours prior to the time requested in order to coordinate the use of the designated hoisting area.

G. Contractor shall deliver materials to the Site in such a manner as to provide for the proper execution of the Work in a continuous, uninterrupted fashion unless scheduled otherwise, in writing, by the District. Material deliveries shall be scheduled in coordination with the District and other contractors.

H. If Contractor's materials are stockpiled in unapproved areas or creating interference or obstruction with the Work of other contractors, or if they are overloading the structure, then, at District's discretion, Contractor shall be required to relocate these materials at Contractor's expense. If materials are not relocated in the time specified by District, District reserves the right to move such materials and back charge the Contractor.

I. Contractor shall not interfere with use of or access to occupied portions of the adjacent existing buildings.

J. Contractor shall maintain corridors, stairs, halls, and other exit-ways of building clear and free of debris and obstructions at all times.

K. No one other than those directly involved in the demolition and construction, or specifically designated by the District or the Architect shall be permitted in the areas of work during demolition and construction activities.

L. The Contractor shall install the construction security fence and maintain that it will be locked when not in use. Keys to this fencing will be provided to the District.

1.10 DISTRICT ACCESS TO THE PROJECT SITE

The District and their authorized representatives shall be allowed access to the Project Site at all times during construction.

1.11 EXAMINATION OF EXISTING CONDITIONS

A. Contractor shall be held to have examined the Project Site and acquainted itself with the conditions of the Site or of the streets or roads approaching the Site.

B. Prior to commencement of Work, Contractor shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.

C. Should Contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving, and other items not indicated in the

Contract Documents, Contractor shall immediately report same to the District and the Architect.

1.12 SURVEY OF ADJACENT SITE CONDITIONS

A. Prior to commencement of Work, it is the responsibility of the Contractor to coordinate a Site survey ("Survey"). Contractor shall jointly survey the Site and all other pertinent items with the District, noting and recording existing damage such as cracks, sags, and other damage to Site.

B. The Survey shall serve as a basis for determination of subsequent damage to these items and other contractors' work-in-place due to Contractor's operations.

C. Existing damage observed shall be marked on the Survey and the Survey, when completed, shall serve as the official record of existing damage, and shall be signed by the parties to this Contract and submitted to the District prior to start of any Work.

D. Subsequent damage to the Site, shall be reported immediately by Contractor to the District.

E. Should Contractor fail to schedule/coordinate Survey, any damages on Site and any damage noted on adjacent finishes shall be repaired by Contractor at Contractor's expense.

1.13 PROTECTION OF EXISTING STRUCTURES, UTILITIES, AND FACILITIES

A. Contractor shall provide adequate protection, as required, of materials and properties adjacent to Site on a daily basis.

B. Contractor shall be solely responsible for any damage to public property, private property, or to utilities caused by Contractor's operations. Any such damage shall be corrected by Contractor in a manner approved by the damaged party, and/or the District, at no additional cost to the District.

C. Contractor shall, at all times, keep the project and areas continuously clean and free from accumulation of the waste materials or debris resulting from Contractor's operations, in a manner and to the extent acceptable to the District.

D. The Drawings show above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Contractor shall locate these existing installations before proceeding with excavation and other operations that could damage same; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Contractor's expense and made to the District's satisfaction.

E. Contractor shall be alert to the possibility of the existence of additional structures and utilities. If Contractor encounters additional structures and utilities, Contractor will immediately report to the District for disposition of same as indicated in the General Conditions.

1.14 UTILITY SHUTDOWNS AND INTERRUPTIONS

A. Contractor shall give the District a minimum of seven (7) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. The District will set exact time and duration for shutdown, and will assist Contractor with shutdown. Work required to re-establish utility services shall be performed by the Contractor.

B. Contractor shall obtain District's written approval as indicated in the General Conditions in advance of deliveries of material or equipment or other activities that may conflict with District's use of the building(s) or adjacent facilities.

C. Refer to Specification Section 017399 - Roof Opening and Utility Shut Downs for additional information.

1.15 STRUCTURAL INTEGRITY

A. Contractor shall be responsible for and supervise each operation and work that could affect structural integrity of various building elements, both permanent and temporary.

B. Contractor shall include structural connections and fastenings as indicated or required for complete performance of the Work.

1.16 PROJECT RECORD DOCUMENTS:

A. Contractor shall maintain on Site one set of the following record documents; Contractor shall record actual revisions to the Work:
1. Contract Drawings.
2. Specifications.
3. Addenda.
4. Change Orders and other modifications to the Contract.
5. Reviewed shop drawings, product data, and samples.
6. Field test records.
7. Inspection certificates.
8. Manufacturer's certificates.

B. Contractor shall store Record Documents separate from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.

C. Contractor shall record information concurrent with construction progress.

D. Contractor shall submit project record documents monthly prior to pay application submission.

E. Specifications: Contractor shall legibly mark and record at each product section of the Specifications the description of the actual product(s) installed, including the following:

1. Manufacturer's name and product model and number.
2. Product substitutions or alternates utilized.
3. Changes made by Addenda and Change Orders and written directives.

1.17 CORRESPONDENCE

All correspondence, submittals, requests, questions, shop drawings, etc., between Contractor and the District or District's engineer, consultants or any other Project related staff shall be directed through the District's Construction Manager.

1.18 [RESERVED]

1.19 [RESERVED]

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF SECTION

SECTION 011500 - LABOR COMPLIANCE PROGRAM

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this Section, including without limitation:

A. General Conditions
B. Special Conditions
C. Section 012900– Applications for Payment
D. Section 013119 – Coordination Meetings
E. Section 013300 – Submittals

1.02 DESCRIPTION

A. This project is subject to the District's Labor Compliance Program ("LCP"). This section applies to the Contractor's requirement to comply with all aspects of Labor Code § 1720, et seq., and Title 8 of the California Code of Regulations § 16421 et seq.

1.03 PRE-BID REQUIREMENTS

A. Contractor is hereby informed by the District that this public works project is subject to prevailing wage rates and all other relevant requirements of Labor Code § 1700, et seq. District provides this information in the Project Documents and during the Mandatory Pre-Bid Job Walk.

B. Contractor shall notify all potential Subcontractors submitting bids for portions of the Work of the requirements of the LCP.

C. Contractor shall know and utilize the relevant Prevailing Wage Determinations established by the Department of Industrial Relations ("DIR") in preparing the bid submittal, and shall require all potential Subcontractors to do the same.

D. Copies of these determinations, entitled "Prevailing Wage Scale" are available on the Internet at *http://www.dir.ca.gov/oprl/DPreWageDetermination.htm*. Otherwise, contact the District's Purchasing Office, located at 11110 Alondra Blvd, Norwalk, CA 90650 for assistance in obtaining a rate schedule.

1.04 PRE-CONSTRUCTION REQUIREMENTS

A. Promptly upon award of the Contract, notify all pertinent personnel and Subcontractors regarding the requirements of this Section.

B. After the award of Contract and prior to the commencement of the Work, a mandatory Pre-Construction meeting shall be conducted, as scheduled and notified by the District. Contractor and all Subcontractors listed in the "List of Subcontractors" are required to attend.

C. At that meeting, the LCP representative shall discuss the federal and state labor law requirements applicable to the contract, including prevailing wage requirements, record keeping responsibilities, the requirement for reporting of certified payroll records to the District, state apprenticeship requirements, and the prohibition against discrimination in employment.

1. The LCP representative shall give the Contractor and each Subcontractor a "Checklist of Labor Law Requirements" and shall discuss in detail the following checklist topics:

The Contractor's and Subcontractors' duty to pay prevailing wages under Labor Code § 1770 et seq.;

a. The Contractor's and Subcontractors' duty to employ registered apprentices on the Project under Labor Code § 1777.5;
b. The penalties for failure to pay prevailing wages and employ apprentices, including forfeitures and debarment under Labor Code §§ 1775, 1813, and 1777.7;
c. The requirement to maintain and submit copies of certified payroll records to the District on a weekly basis, pursuant to Labor Code § 1776 and the Contract Documents, and penalties for failure to do so under Labor Code § 1776(h). This requirement includes and applies to all Subcontractors performing the Work even if their portion of the Work is less than one half of one percent of the total amount of the Contract Price.
d. The prohibition against employment discrimination under Labor Code §§ 1735 and 1777.6, the Government Code, and Title VII of the Civil Rights Act of 1964, as amended;
e. The prohibition against accepting or extracting kickbacks from employee wages under Labor Code § 1778;
f. The prohibition against accepting fees for registering any person for public works under labor Code § 1779, or for filing work orders on public works under Labor Code § 1780;
g. The requirement to list all Subcontractors that are performing more than one-half of one percent of the total amount of the contract, pursuant to Public Contract Code § 4100 et seq.;
h. The requirement to be properly licensed and to require all Subcontractors to be properly licensed, and the penalty for employing workers while unlicensed under Labor Code § 1021, California Contractors License Law, and Business and Professions Code § 7000 et seq.;
i. The prohibition against unfair competition under Business and Professions Code §§ 17200 et seq.;
j. The requirement that Contractor and all Subcontractors be properly insured for Workers Compensation under Labor Code §§ 1861 and 3700;
k. The requirement that the Contractor abide by the Occupational Safety and Health laws and regulations that apply to the Project; and
l. The prohibition against hiring undocumented workers, and the requirement to secure proof of eligibility/citizenship from all workers.

2. Contractor and Subcontractors present at the meeting will be given the opportunity to ask questions of the LCP representative relative to any of the Labor Compliance requirements. The "Checklist of Labor Law Requirements" will then be signed by the Contractor, Subcontractors, and the District. Copies of the signed Checklist will be given to the signatory parties.

   It is the Contractor's responsibility to assure that all Subcontractors performing any portion of the Work have the information contained herein and blank copies of all required forms, including: certified payroll record, fringe benefits statement, and DAS 140 form.

1.05 REVIEW OF CERTIFIED PAYROLL RECORDS

A. Certified Payroll Records Required. Contractor shall maintain payrolls and basic records (timecards, cancelled checks, cash receipts, trust fund forms, accounting ledgers, tax forms, etc.) during the course of the Work and shall preserve them for a period of three (3) years thereafter for all trades workers on the Project.

1. Such records shall contain the name, address and social security number of each worker, his/her classification, the rate of pay (including rates of contributions for, or costs assumed to provide fringe benefits), daily and weekly number of hours worked, deductions made, and actual wages paid.
2. Contractor shall submit weekly certified payroll records to the Labor Compliance Officer for review. Any outstanding certified payroll records at time of payment application will result in non-submission of payment application until certified payroll records are brough current. Additionally, Daily Work Reports are required to be attached to the associated payroll records. Report must include trade classification, hours worked, and a description of scope of work performed that date. Report also must include a detailed listing of equipment used on date. Include description of equipment, make, model, and work performed with the equipment.
3. Contractor shall submit Daily Work Reports to the Labor Compliance Officer for review. Any outstanding Daily Work Reports at time of payment application will result in non-submission of payment application until Daily Work Reports are brough current.
4. Contractor is responsible for the review and submission of copies of payrolls of all its Subcontractors.
5. All certified payroll records shall be accompanied by a statement of compliance signed by the Contractor/Subcontractor indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the DIR, and that the classifications set forth for each employee conform to the Work performed.
6. Time cards, front and back copies of cancelled checks, daily logs, employee sign-in sheets, and/or any other record maintained for the purposes of reporting payroll may be requested by the Labor Compliance Officer at any time and shall be provided within ten (10) days following receipt of such request.

B. Full Accountability. The employer that pays the trade worker must report that individual on its payroll, indicating the name, address and social security number of every individual, laborer, or craftsperson contributing materially to the project must appear on the payroll.

1. Individuals working as apprentices in an apprenticeship craft are included.
2. Owner operators shall be reported by the Contractor employing them.
3. Rental equipment operations shall be reported by the rental company that is actually paying the worker's wages.
4. Sole owners and partners who perform a portion of the Work must also submit a certified payroll record listing the days and hours worked, and the trade classification descriptive of the Work actually performed.
5. Contractor shall make the records required under this section available for inspection by an authorized representative of the District and the DIR, and shall permit such representatives to interview trades workers during working hours on the project site.

C. Responsibility for Subcontractors. Contractor shall be responsible for ensuring that the labor standards provisions are followed by its Subcontractors. Moreover, Contractor is responsible for the Labor Code violations of its Subcontractors.

D. Payments to Employees. Employees must be paid unconditionally, and not less often than once each week, the full amounts which are due and payable for the period covered by the particular payday.

1. Employer must establish a fixed workweek (e.g., Sunday through Saturday) and designate a payday (such as every Friday or the preceding day should such payday fall on a holiday). On each and every payday, each worker must be paid all sums

due as of the end of the preceding workweek and must be provided with an itemized wage statement.

2. If an individual is called a "Subcontractor," whereas, in fact, he/she is a journey level mechanic supplying only his/her labor, such an individual is not deemed a bona fide Subcontractor and must be reported on the payroll of the Contractor as a trade worker. Moreover, any person who does not hold a valid contractor's license cannot be a Subcontractor, and anyone hired by that person is the worker or employee of the Contractor for purposes of prevailing wage requirements, certified payroll reporting and workers' compensation laws.
3. The worker's rate for straight time hours must equal or exceed the rate specified in the "Prevailing Wage Determinations" for the class of work actually performed. Any work performed on Saturday, Sunday, and/or on a holiday, or portion thereof, must be paid the prevailing rate established for those days regardless of the fixed workweek.
4. The hourly rate for hours worked in excess of eight (8) hours in a day and forty (40) hours in a workweek shall be premium pay. All work performed on Saturday, Sunday and holidays shall be paid pursuant to the Prevailing Wage Determination.

1.6 APPRENTICES

A. Apprentices shall be permitted to work as such only when they are registered, individually, under a bona fide apprenticeship program registered with a state apprenticeship agency which is recognized by the State Division of Apprenticeship Standards.

B. The allowable ratio of apprentices to journeypersons in any craft/classification shall not be greater than the ratio permitted to the contractor as to its entire work force under the registered program.

1. Any worker listed on a payroll at an apprentice wage rate who is not registered shall be paid the journey level wage rate determined by the DIR for the classification of the work he/she actually performed.
2. An apprentice who is registered and has worked outside of the prescribed geographic area is not qualified to receive the apprentice rate and must be paid the journey level rate.

C. Contractor shall furnish written evidence of the registration of its training program and apprentices (i.e., Apprenticeship Agreement or Statement of Registration), as well as the ratios allowed and the wage rates required to be paid thereunder for the Work of the Project, prior to using any apprentices in the Work.

D. Pre-apprentice trainees, trainees in non-apprentice crafts, and others who are not duly registered will not be permitted on the Project unless they are paid full prevailing wage rates as journeypersons.

E. Compliance with California Labor Code § 1777.5 requires all public works contractors and subcontractors to:

1. Apply for a Certificate of Approval for the employment and training of apprentices for each craft or trade;
2. Employ apprentices on the Project in a ratio to journeypersons as stipulated in the Apprenticeship Standards under which each Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one (1) apprentice hour to each five (5) journeyperson hours;
3. Contribute to the training fund in the amount identified in the prevailing wage rate publication for journeypersons and apprentices. Where the trust fund administrators cannot accept the contributions, then payment shall be made to the California Apprenticeship Council, Post Office Box 420603, San Francisco, CA 94142.

F. Prior approval for the employment and training of apprentices on a separate project does not confirm approval to train on this Project. The Contractor/Subcontractor must check with the applicable Joint Apprenticeship Committee to verify status.

1.7 AUDIT OF CERTIFIED PAYROLL RECORDS

A. Audits shall be conducted routinely by the Labor Compliance Officer, and shall also be conducted at the request of the Labor Commissioner, to determine whether all trade workers on the Project have been paid according to the prevailing wage rates.

B. An audit record is sufficiently detailed to verify compliance with the Labor Code requirements when it displays that the following procedures were accomplished:

1. Audits of the obligation to secure worker's compensation. Demanding written evidence of a binder issued by the carrier, or telephone or written inquiry to the Workers' Compensation Insurance Rating Bureau.
2. Audits of the obligations to employ and train apprentices. Inquiry to the program sponsor for the apprentice craft or trade in the areas of the Project as to:
    a. Whether Contract award information was received, including an estimate of journeyperson hours to be performed and the number of apprentices to be employed;
    b. Whether apprentices have been requested, and whether the request has been met;
    c. Whether the program sponsor knows of any amounts sent by the Contractor or Subcontractor to it or the California Apprenticeship Council for the training trust; and
    d. Whether persons listed on the certified payroll in that craft or trade as being paid less than the journeyperson rate are apprentices registered with that program and working under apprentice agreements approved by the Division of Apprenticeship Standards.
3. Audit of the obligation to pass through amounts made part of the bid for apprenticeship training contributions, to either the training trust or the California Apprenticeship Council. Asking for copies of checks sent, or when the audit occurs more than thirty (30) days after the month in which payroll has been paid, copies of cancelled checks.
4. Audits of "illegal taking of wages". Inspection of written authorizations for deductions (listed in Labor Code § 224) in the Contractor or subcontractor's files and comparison to wage deduction statements furnished to employees (Labor Code § 226), together with an interview of several employees as to any payments not shown on the wage deduction statements.
5. Audits of the obligation to keep records of working hours and pay not less than required. The Audits of the obligation to keep records of working hours and pay not less than required by Title 8 CCR § 16200(a)(3)(F) for hours worked in excess of eight (8) hours are the steps for review and audit of Certified Weekly Payrolls under Title 8 CCR § 16432.
6. Audits of the obligations to pay the prevailing per diem wage. Such steps for review and audit of Certified Weekly Payrolls which will produce a report covering compliance in the areas of:
    a. All elements defined as the "General Prevailing Rate of Per Diem Wages" in Title 8 CCR § 16000, which were determined to be prevailing in the DIR's determination in effect on the date of the Call for Bids, available in the DIR's principal office and posted at the Project job Site.

1.8 REPORTING OF WILLFUL VIOLATIONS TO THE LABOR COMMISSIONER

A. If an investigation reveals that a willful violation of the Labor Code has occurred, the Labor Compliance Officer shall make a written report to the Labor Commissioner which shall include (1) an audit comparison of payroll records with the best available information as to the actual hours worked, and (2) the classification of workers employed on the Project.

B. Six (6) types of willful violations are reported as follows:

1. Failure to Comply with Prevailing Wage Rate Requirements: Failure to comply with prevailing wage rate requirements, as set forth in the Labor Code and Project Documents, is determined a willful violation whenever less than the stipulated basic hourly rate is paid to trade workers. It is also a willful violation if overtime, holiday rate, fringe benefits and/or employer payments are paid at a rate less than stipulated.

2. Falsification of Payroll Records, Misclassification of Work, and/or Failure to Accurately Report Hours of Work. Falsification of payroll records and/or failure to accurately report hours of work is characterized by deliberate underreporting of hours of work, underreporting the head count, stating that the proper prevailing wage rate was paid when it in fact was not, misclassifying the work performed by the worker, and any other deliberate and/or willful act which results in the falsification or inaccurate reporting of payroll records.

3. Failure to Submit Certified Payroll Records. Contractor and Subcontractors shall have ten (10) days in which to comply with the requirement for weekly submission of payroll records.

   a. All certified payroll records must have been received by the Labor Compliance Officer for any pay period for which the Contractor has submitted an application for payment as a condition of approval for that payment application.

   b. Upon notification by the Labor Compliance Officer, Contractor and Subcontractors shall have ten (10) days in which to submit corrections of inaccuracies or omissions that have been detected by review of records.

4. Failure to Pay Fringe Benefits. Fringe benefits are defined as the amounts stipulated for employer payments or trust fund contributions and are determined to be part of the required prevailing wage rate. Failure to pay or provide fringe benefits and/or make trust fund contributions on a timely basis is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner as a willful violation, if so determined by the Labor Compliance Officer upon completion of an investigation and audit.

5. Failure to Pay the Correct Apprenticeship Rate and/or Misclassification of Workers as Apprentices. Failure to pay the correct apprentice rate or classifying a worker as an apprentice when not properly registered is equivalent to payment of less than the stipulated wage rate and shall be reported to the Labor Commissioner as a willful violation, if so determined by the Labor Compliance Officer upon completion of an investigation and audit.

6. Taking of Kickbacks. Accepting or extracting kickbacks from employee constitutes a felony under Labor Code § 1778, and may be prosecuted by the appropriate enforcement agency.

1.9 ENFORCEMENT ACTION

A. Duty of the Awarding Body. The District, as the awarding body having an approved LCP, has a duty to the DIR to enforce the Labor Code public works requirements (Labor Code § 1720 et seq.) and the procedural regulations of the DIR in a manner consistent with the practice of Title 8 of the California Code of Regulations, § 16000, et seq.

B. Withholding of Contract Payments. The District has a duty to withhold contract payments when payroll records are delinquent or inadequate.

1. "Withhold" means to cease payments by the awarding body, or others who pay on its behalf, or agents, to the Contractor. Where the violation is by a Subcontractor, the

Contractor shall be notified of the nature of the violation and reference made to its rights under Labor Code § 1729.

a. A release bond, as defined under Civil Code § 9364, may not be posted for the release of the funds being withheld for violation of the prevailing wage law.

2. "Contracts," except as otherwise provided by the Project Documents, means only contracts under a single master contract, or contracts entered into as stages of a single project, which may be the subject of withholding, pursuant to Labor Code §§ 1720, 1720.2, 1720.3, 1720.4, 1771, and 1771.5.

3. "Delinquent payroll records" means those not submitted on the basis set forth in the District Contract and the LCP.

4. "Inadequate payroll records" are any one of the following:

a. A record lacking the information required by Labor Code § 1776;

b. A record which contains the required information but which is not certified, or which is certified by someone not an agent of the Contractor or Subcontractor;

c. A record remaining uncorrected for one payroll period after the District has given the Contractor notice of inaccuracies detected by audit or record review. Prompt correction will stop any duty to withhold if such inaccuracies (1) do not amount to one percent (1%) of the entire certified weekly payroll in dollar value and (2) do not affect more than half the persons listed as workers employed on that certified weekly payroll, as defined in Labor Code § 1776 and Title 8 CCR § 16401.

C. Withholding Amounts. Per the District's duty to Withhold Contract payments for violation of the requirement to pay prevailing wages, the amounts to be withheld are defined as follows:

1. Amount equal to the underpayment. The total of the following determined by payroll review, audit or admission of the Contractor or subcontractor.

a. The difference between the amounts paid to workers and the correct General Prevailing Wage Rate of Per Diem Wages as defined in Title 8, CCR § 16000 et seq.;

b. The difference between the amounts paid to workers and the correct amounts of Employer Payments as defined in Title 8, CCR § 16000 et seq. and determined to be part of the prevailing rate costs of contractors due for employment of workers in such craft, classification or trade in which they were employed and the amounts paid ("fringe benefits");

c. Estimated amounts of "illegal taking of wages"; and

d. Amounts of apprenticeship training contributions not paid to the program sponsor's training trust or the California Apprenticeship Council.

2. Penalties.

a. Contractor shall, as a penalty to the District on whose behalf the Contract is awarded, forfeit not more than two hundred Dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages, pursuant to Labor Code § 1775.

b. In situations involving overtime, the Contractor shall, as an additional penalty to the District on whose behalf the Contract is made or awarded, forfeit Twenty-Five Dollars ($25) for each worker employed in the execution of the Contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one (1) calendar day, and forty (40) hours in any one (1) calendar week (Monday through Friday).

c. Contractors and Subcontractors are required to employ registered apprentices on the Project, pursuant to Labor Code § 1777.5. Contractor and every Subcontractor of every tier shall keep an accurate payroll record relative to apprentices, per Labor Code § 1776. The Contractor or Subcontractor who violates Labor Code §§ 1775, 1777.5 and 1777.7 shall forfeit as a civil penalty the sum of Two Hundred Dollars ($200) for each calendar day of noncompliance.

D. Forfeitures Requiring Approval by the Labor Commissioner.

1. "Forfeitures" are the amounts of unpaid penalties and wages assessed by the District for violations of the prevailing wage laws whether collected by Withholding from the Contract amount, by suit under the Contract, or both.

2. "Failure to pay the correct rate of prevailing wages" means those public works violations for which the Labor Commissioner has exclusive authority to approve before they are recoverable by the LCP, and which are appealable by the Contractor to the DIR under Labor Code §§ 1742 and 1742.1, pursuant to the Title 8 CCR §§ 17201 through 17270. Regardless of what is defined as prevailing wages in contract terms, noncompliance with the following are deemed failures to pay prevailing wages:

a. Nonpayment of items defined as "Employer Payments" and "General Prevailing Rate of Per Diem Wages" in Title 8 CCR § 16000 and Labor Code § 1771.

b. Payroll record requirements of Labor Code § 1776.

c. Labor Code § 1777.5, but only insofar as the failure consists of paying apprentice wages lower than the journey level rate to a worker who is not an apprentice as defined in Labor Code § 3077, working under an apprentice agreement in a recognized program.

d. Labor Code § 1778, Kickbacks.

e. Labor Code § 1779, Fee for registration.

f. Labor Code §§ 1813, 1815, and Title 8 CCR § 16200(a)(3)(F) overtime for work over eight (8) hours per day, Monday through Friday, and forty (40) hours in any one (1) week, Monday through Friday. All work performed on Saturday, Sunday, and/or a holiday shall be paid pursuant to the prevailing wage determination.

E. Determination of Amount of Forfeiture.

1. Where the District's LCP requests a determination of the amount of forfeiture, the request shall include a file or report to the Labor Commissioner which contains at least the following information:

a. The deadline by which Contract acceptance or filing of a Notice of Completion, plus one hundred eighty (180) days, will occur, pursuant to Labor Code § 1775;

b. Any other deadline which, if missed, would impede collection;

c. Evidence of violation in narrative form;

d. Evidence that an audit or investigation occurred;

e. Evidence (1) that the Contractor was given the opportunity to explain why it believes there was no violation, or that any violation was caused by mistake or inadvertence, before the forfeiture was sent to the labor Commissioner, and (2) that the Contractor either did not do so or failed to convince the District of its position;

f. Where the District's LCP seeks not only amounts of wages but also a penalty as part of the forfeiture, and the Contractor has unsuccessfully contended that the cause of violation was a mistake or inadvertence, a short statement should

accompany the proposal for a forfeiture with a recommended penalty amount, pursuant to Labor Code § 1775;

g. Where the District's LCP seeks only wages or a penalty less than Two Hundred ($200.00) per day as part of the forfeiture, and the Contractor has successfully contended that the cause of violation was a mistake or inadvertence, then the file should include the evidence as to the Contractor's knowledge of its obligation, including the LCP's communication to the Contractor of the obligation in the bid invitations, at the pre-job conference agenda and records, and any other notice given as part of the contracting process. Included with the file should be a statement similar to that described in subsection 1.09.E.1.f above and recommended penalty amount, pursuant to Labor Code § 1775; and

h. The previous record of the Contractor in meeting its prevailing wage obligations.

2. The file or report shall be served on the Labor Commissioner not less than thirty (30) days before the final payment or, if that deadline has passed, not less than one hundred eighty (180) days following the filing of the Notice of Completion as long as funds remain in the Contract.

3. A copy of the file or report shall be served on the Contractor, any affected Subcontractor and the surety, at the same time as it is sent to the Labor Commissioner.

   a. The District may exclude from the documents served on the Contractor and/or Subcontractor or surety, copies of documents secured from these parities during an audit, investigation, or meeting if those documents are clearly referenced in the file or report.

4. The Labor Commissioner shall affirm, reject, or modify the forfeiture in whole or in part as to penalty and/or wages due.

5. The determination of the forfeiture by the Labor Commissioner is effective on the following date for Labor Compliance Programs having final approval, pursuant to Title 8 CCR, § 16427: on the date the Labor Commissioner served by first class mail on the District and on the Contractor an endorsed copy of the proposed forfeiture or a drafted forfeiture statement which sets out the amount of the forfeiture approved. Service on the Contractor is effective if made on the last address supplied by the Contractor in the record.

   a. The Labor Commissioner's approval, modification, or disapproval of the proposed forfeiture shall be served within twenty (20) days of receipt of the proposed forfeiture or no more than one hundred eighty (180) days after the Notice of Completion has been filed.

F. Deposits of Penalties and Forfeitures Withheld.

1. Where the involvement of the Labor Commissioner has been limited to a determination of the actual amount of penalty, forfeiture, or underpayment of wages and the matter has been resolved without litigation by or against the Labor Commissioner, the District shall deposit penalties and forfeitures into the District's General Fund.

2. Where collection of fines, penalties or forfeitures results from court action to which the Labor Commissioner and the District are both parties, the fines, penalties or forfeitures shall be divided between the General Funds of the State and the District, as the court may decide.

3. All amounts recovered by suit brought by the Labor Commissioner and to which the District is not a party, shall be deposited in the General Fund of the State.

4. All wages and benefits which belong to a worker and are withheld or collected from Contractor or a Subcontractor, either by Withholding or as a result of court action

pursuant to Labor Code § 1775 and which have not been paid to the worker or irrevocably committed on the worker's behalf to a benefits fund, shall be deposited with the Labor Commissioner, who shall handle such wages and benefits in accordance with Labor Code § 96.7.

G. Debarment Policy.

It is the policy of the District that the public works prevailing wage requirements set forth in Labor Code §§ 1720 through 1861 be strictly enforced. In furtherance thereof, Contractor and Subcontractors found to be repeat violators of the California Labor Code shall be referred to the Labor Commissioner for debarment from bidding on or otherwise being awarded any public work contract within the state of California for the performance of construction and/or maintenance services for a period not to exceed three (3) years. The duration of debarment shall depend on the nature and severity of the Labor Code violations and any mitigating and/or aggravating factors, which may be presented at the hearing conducted by the Labor Commissioner for such purpose.

1.10 APPEALS OF LCP ENFORCEMENT ACTION

A. Contractor or Subcontractors may appeal the result of a LCP enforcement action by serving a "Request for Review" on the Labor Compliance representative, who will then forward the request to the DIR. Such notice must be served within sixty (60) days of the first date the Contractor was served by the LCP with a "Notice of Withholding of Contract Payments" approved by the Labor Commissioner.

B. A Contractor may appeal an enforcement action by the District pursuant to Labor Code §§ 1742 and 1742.1 to the DIR. The decision to hold a hearing on the appeal is solely within the discretion of the DIR. The DIR may appoint a hearing officer to review the record, conduct a hearing and recommend a decision. The DIR shall make the final decision on the appeal.

C. Upon receipt of a copy of the "Request for Review," the LCP shall immediately forward to the DIR a "Notice of Transmittal," a full copy of the Request, a copy of the "Notice of Withholding of Contract Payments," and the audit.

1. The Contractor and/or Subcontractor and surety shall be provided a copy of the Notice of Transmittal and all attachments a well as a copy of the Prevailing Wage Hearing Regulations.

D. Contractor or Subcontractor shall be provided an opportunity to review the evidence to be used by the LCP at the hearing within twenty (20) days of Labor Compliance Officer's receipt of the written request to review the file.

E. The DIR may request a supplemental report from the District on the activities of the LCP. This report will be an update of the Annual Report required under Section 1.12 of this specification.

F. Upon completion of the hearing, the DIR shall have forty-five (45) days in which to render a decision.

G. Within fifteen (15) days of the issuance of the decision, the DIR may reconsider or modify the decision to correct an error, except that a clerical error may be corrected at any time.

H. The ruling on the appeal, made by the Hearing Officer appointed by the DIR, shall be the final decision of the DIR from which any party may seek reconsideration, modification or judicial review within fifteen (15) days following its receipt. Within forty-five (45) days following service of the decision, the Contractor or Subcontractor may seek review of the decision by filing a writ of mandate with the appropriate Superior Court, pursuant to Civil Code § 1094.5.

1.11 PRIORITY DISTRIBUTION OF FORFEITED SUMS

A. Prior to making payment to the Contractor of monies due under the Contract, District shall Withhold and retain from the Contractor's account all amounts which have been forfeited pursuant to any stipulation under the Contract, pursuant to Labor Code § 1727.

Except for the Contractor's final payment, no sum shall be withheld, retained or forfeited without a full investigation by the District.

B. All workers employed on the Project who are paid less than the prevailing wage rate shall have priority over all Stop Notices filed against the Contractor, pursuant to Labor Code § 1775.

C. In the event there are "insufficient funds" available in the Contractor's account to pay the total amount of prevailing wage violations and penalty amounts due, the unpaid prevailing wages shall have priority status and must be paid first, pursuant to Labor Code § 1775.

D. If insufficient funds are withheld, recovered, or both, to pay each underpaid worker in full, the money shall be prorated among all workers affected; and all penalties shall be deposited in the District's General Fund.

1.12 ANNUAL REPORTS

A. The LCP shall submit to the District Superintendent and School Board an annual report on prevailing wage monitoring, pursuant to Title 8 CCR, § 16431. The report shall include the following information:

1. Progress report on the implementation of the LCP.
2. Summary of activities during the school year, including:
   a. Monitoring activities;
   b. Record keeping activities;
   c. Labor Code violations identified and reported to the DLSE;
   d. Statistical analysis of the prevailing wage violations on District construction projects during the school year; and
   e. Summary of LCP outreach activities for the year.

B. The District shall submit to the DIR an annual report on the operation of its LCP within sixty (60) days after the close of its fiscal year, or accompanying its request for an extension of initial approval, whichever comes first. The annual report shall contain, at a minimum, the following information:

1. Number of construction contracts awarded and their total value.
2. The number, description, and total value of construction contracts awarded that were exempt from the requirement of payment of prevailing wages pursuant to Labor Code § 1771.5(a).
3. A summary of wages due to workers resulting from failure by contractors to pay prevailing wage rates; the total amount withheld from money due to the contractors, and the total amount recovered by action in any court of competent jurisdiction.

C. Copies of the required annual report on the District LCP to the DIR will be distributed to the Superintendent and School Board.

PART 2 – PRODUCTS NOT USED

PART 3 – EXECUTION NOT USED

END OF SECTION

SECTION 01 21 00
ALLOWANCES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submission procedures.

B. Change Procedures.

C. Schedule of Allowances.

1.02 RELATED SECTIONS

A. Bid Form: The monetary value of scheduled allowance is to be included in bidders Total Cash Purchase Price of the Bid Form.

1.03 REQUIREMENTS

A. The Base Bid shall include the monetary value of any scheduled allowances to base bid price as set forth below.

B. Approved Change Order Items which occur during the course of construction shall be deducted from the allowance set forth for each CONTRACTOR/ Category.

C. Change Items will be processed as described in the General Conditions of the Contract and will be included in a formal Change Order. All Change Orders must be signed by the ARCHITECT, OWNER, and CONTRACTOR and approved by Division of the State Architect ("DSA") prior to fabrication or use.

D. The allowance may only be used upon written direction from the CONSTRUCTION MANAGER OR OWNER. The allowance shall not be used for CONTRACTOR'S poor workmanship or delays imposed due to CONTRACTOR.

E. All labor rates and material costs shall be determined in accordance with the general conditions. No mark-up cost, i.e. overhead, profit or bond will be permitted.

F. Any portion of the allowance remaining at the end of the project shall be credited to the OWNER via a Change Order. CONTRACTOR shall not deduct any costs including, but not limited to, bond costs, overhead and profit, or other indirect costs when returning any unused allowance amount.

G. Allowances shall be listed as a separate line item when submitting the schedule of values.

END OF SECTION

SECTION 012300 - ALTERNATES

PART 1 GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions;

B. Special Conditions;

C. Bid Form and Proposal;

D. Instruction to Bidders.

1.02 DESCRIPTION

A. Section identifies each Alternate by number, and describes basic changes to be incorporated into Work, only when that Alternate is made part of Work by specific provisions in Contract.

1. This information may not be repeated on Bid Form.

B. The items of Work indicated below propose modifications to, substitutions for, additions to and/or deletions from the various parts of the Work specified in other Sections of the Specifications. The acceptance or rejection of any of the alternates is strictly at the option of the District subject to District's acceptance of Contractor's stated prices contained in this Proposal.

1.03 GENERAL

A. Where an item is omitted, or scope of Work is decreased, all Work pertaining to the item whether specifically stated or not, shall be omitted and where an item is added or modified or where scope of Work is increased, all Work pertaining to that required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

B. Related Requirements in Other Parts of Project Manual:

1. Method of quotation of cost of each Alternate, and basis of District's acceptance of Alternates: Bidding Documents.
2. Incorporation of Alternates into Work: Contract.

C. Referenced sections of Specifications stipulate pertinent requirements for products and methods to achieve Work stipulated under each Alternate.

D. Contractor shall coordinate pertinent related Work and modify surrounding Work as required to properly integrate Work under each Alternate, and to provide complete construction required by Contract Documents.

1.04 BIDDER AND BASE BID

A. Bidder proposes and agrees to perform the Contract including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment, taxes, fees, mark-up, and services necessary to complete in a workmanlike manner all of the Work and other obligations required by the Contract Documents.

The Base Bid includes all Work, and the total cost of all Work, required to construct the Project completely and in accordance with the Contract Documents.

PART 2 UNIT PRICING (*Not Applicable)*

PART 3 PRODUCTS *(Not Applicable)*

PART 4 ALTERNATES IDENTIFIED *(None Identified at This Time)*

END OF SECTION

SECTION 01 24 00
MOCK-UP

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Mock-up Requirements.

B. CONTRACTOR'S Required Mock-up.

C. Mock-up Schedule.

1.02 RELATED SECTIONS
A. Division 01 – General Conditions.

B. Specification Section 01 33 00 Submittals.

C. Technical Specifications.

D. CONTRACTOR'S Scope of Work Summary.

E. Baseline Schedule.

1.03 MOCK-UP REQUIREMENTS
A. The mock-up requirements noted herein are in addition to mock-ups noted in the technical specifications and CONTRACTOR'S scope of work summary.

B. Time is of the essence. CONTRACTOR is responsible for timely submittal submission for approval and mock-up material procurement.

C. Construction of the mock-up assembly may **require special runs of various materials** prior to the production ordering and or fabrication of the balance of materials for the project.
   1. CONTRACTOR shall coordinate with supplier to provide the material quantity necessary and timely procurement of same to meet the mock-up assembly timeline. Refer to mock-up schedule herein.
   2. All cost associated with CONTRACTOR'S mock-up shall be include in the CONTRACTOR'S base bid.

D. Mock-up shall be assembled onsite and timely for ARCHITECT'S review and approval.

E. The mock-up must be approved before mass production and/or installation of materials.

F. CONTRACTOR to request through the CONSTRUCTION MANAGER ARCHITECT'S review and approval.

G. The mock-up is intended to provide understanding and eliminate possible issues with the assembly installation and to protect the respective CONTRACTOR from misunderstandings from ARCHTICT or Inspector.

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H. Each CONTRACTOR is responsible to remove their installation when requested and legally dispose.

I. Failure to meet the mock-up requirement is subject to withhold payment in accordance with Division 00 – General Requirements.

1.04 CONTRACTOR'S REQUIRED MOCK-UP

A. Exterior Assembly

B. Assembly shall follow the details as shown in the plans, specifications, and approved submittal.

1. Bid Category #04 - Concrete Contractor:
    a. Pour a 6" concrete slab using the building slab mix design.
    b. Reinforcement is not required as the purpose of this slab is to provide a substrate to build this temporary structure.

2. Bid Category #04 - Framing Contractor:
    a. Construct a full-scale exterior wall mock-up representative of the complete exterior wall assemblies for the site-built portions of the project, including but not limited to:
        i. Representative exterior cladding systems, architectural finishes, trims, and material transitions.
        ii. Typical roof-to-wall, parapet, and wall-to-foundation transitions, where applicable.
        iii. Typical exterior door and window assemblies, including frames, glazing, hardware, and associated accessories.
        iv. Typical wall penetrations, joints, and associated waterproofing and flashing details.
    b. Provide supports / kickers to ensure walls are self-supporting, from the concrete slab.
    c. Sheathing, rigid insulation, and weather barrier.
    d. Wall to encompass all waterproofing and typical exterior flashing details

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 MOCK-UP SCHEDULE

A. Refer to the Baseline Schedule for mock-up (as noted herein) assembly timeline.

END OF SECTION

SECTION 01 26 10
REQUESTS FOR INFORMATION (RFI)

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Definitions
B. Electronic Document Submission
C. Request For Information (RFI) Process
D. Architect Response to RFIs

1.02 DEFINITIONS
A. Request for Information:
1. Written request prepared by CONTRACTOR requesting additional information necessary to clarify an item which CONTRACTOR believes is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions, hereinafter referred to as RFI.
2. Properly prepared request for information shall include detailed written statement that indicates specific Drawings or Specification in need of clarification and nature of clarification requested.
   a. Drawings shall be identified by Drawing number and location on Drawing sheet.
   b. Specifications shall be identified by Section number, page and paragraph.
3. CONTRACTOR'S documents with similar titles, such as "Request for Interpretation" or "Request for Clarification" shall be considered RFIs.
4. RFIs and ARCHITECT'S responses are not Changes in the Work; if a Change in the Work is required in response to an RFI, separate documents shall be issued in accordance with the General Conditions.

B. Improper RFIs:
1. RFIs that are not properly prepared or incomplete will be processed by CONSTRUCTION MANAGER or ARCHITECT at CONSTRUCTION MANAGER and/or ARCHITECT'S standard hourly rate, and such costs will be deducted from moneys still due to the CONTRACTOR. CONSTRUCTION MANAGER will notify CONTRACTOR before processing the improper RFI.

C. Frivolous RFIs:
1. RFIs that request information that is clearly shown on Contract Documents.
2. Frivolous RFIs may be returned unanswered or may be processed by CONSTRUCTION MANAGER or ARCHITECT at CONSTRUCTION MANAGER and/or ARCHITECT'S standard hourly rate, and such costs will be deducted from moneys still due to the CONTRACTOR. CONSTRUCTION MANAGER will notify CONTRACTOR before processing the frivolous RFI.

1.03 ELECTRONIC DOCUMENT SUBMISSION
A. CONTRACTOR to submit RFIs electronically through CONSTRUCTION MANAGER'S web-based project management software CMiC Collaboration.

B. Refer to Section 01 33 26 – Electronic Document Control for access and use.

C. In the event there is no section 01 33 26 – Electronic Document Control included or CMiC Collaboration is not functioning, CONTRACTOR to submit RFI via email to CONSTRUCTION MANAGER.

1.04 REQUEST FOR INFORMATION PROCESS

A. When the CONTRACTOR is unable to determine from Contract Documents, material, process or system to be installed, ARCHITECT will be requested to make clarification of indeterminate item.

B. RFIs shall be submitted on form provided herein. Form shall be completely filled in, and if prepared by hand, shall be fully legible after photocopying or transmission by e-mail scan. Each page of attachments to RFIs shall bear RFI number.

C. RFI's originated by CONTRACTOR:
   1. RFIs from subcontractors or material suppliers shall be submitted through, reviewed by, and signed by CONTRACTOR before submittal to CONSTRUCTION MANAGER.
   2. RFIs sent by subcontractor or suppliers directly to CONSTRUCTION MANAGER, or ARCHITECT or ARCHITECT'S consultants shall not be accepted and will be returned unanswered.

D. CONTRACTOR shall carefully study Contract Documents to ensure that requested information is not available therein. RFIs which request information available in Contract Documents will be deemed "improper" or "frivolous" as noted above.

E. In cases where RFIs are issued to request clarification of coordination issues, for example pipe and duct routing, clearances, specific locations of Work shown diagrammatically, and similar items, CONTRACTOR shall endeavor to provide a suggested solution using drawings or sketches drawn to scale and submit same with RFI.
   1. CONTRACTORS are encouraged to utilize photocopies of Contract Documents to completely illustrate their questions, and to provide sketches as required to communicate question, concepts and suggestions.

F. Do not use RFIs for following purposes:
   1. To request approval of submittals or substitutions.
   2. To request changes which entail additional cost or credit.
   3. To request changes which entail change of time of completion.
   4. To request different methods of performing Work than those drawn and specified.

G. In the event CONTRACTOR believes that clarification by ARCHITECT results in additional cost or time, CONTRACTOR shall not proceed with Work indicated by RFI until Change Order or Construction Change Directive is prepared and approved. RFIs shall not automatically justify cost increase in Work or change in project schedule.
   1. Answered RFIs shall not be construed as approval to perform extra Work.
   2. Unanswered RFIs will be returned with stamp or notation: Not Reviewed.

H. CONSTRUCTION MANAGER shall prepare and maintain RFI log.

I. CONTRACTOR shall allow up to seven (7) days review and response time for RFIs, however, ARCHITECT will endeavor to respond in timely fashion to RFIs.

1.05 ARCHITECT'S RESPONSE TO RFIs

A. ARCHITECT will respond to RFIs on one of following forms:
   1. Properly prepared RFIs:
      a. If no Change in the Work is required, ARCHITECT will respond in space provided on the RFI form.
      b. If a Change in the Work is required, ARCHITECT will issue change documents in accordance with the Contract.
   2. Improper or Frivolous RFIs:
      a. Notification of Processing Fee(s).
      b. Unanswered RFIs will be returned with stamp or notation: "Not Reviewed".

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

PART 4 - FORMS

4.01 FORM

A. Use RFI form herein

RFI Form

PROJECT NAME:	STUDENT HOUSING PROJECT		
PROJECT NUMBER:	PW2700000013		
TO:	Bradley Clinton	EMAIL:	bclinton@tilden-coil.com

DATE:			
FROM:		EMAIL:	
DOCUMENT/DIVISION NUMBER:		DRAWING NUMBER:	

REQUESTED CLARIFICATION:
RESPONSE TO CLARIFICATION:

END OF SECTION

SECTION 012900 - APPLICATION FOR PAYMENT

PART 1 - GENERAL

1.01 DESCRIPTION

A. Contractor shall comply with all provisions in the General Conditions related to Applications for Payment and/or Payments.

B. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment, including preparation and submittal of a Schedule of Values.

1.02 SCHEDULE OF VALUES

A. Contractor shall review Article 10 of the General Conditions and Section 008000 for additional applicable information.

B. Contractor shall submit a Preliminary Schedule of Values for review by the District's Representative within seven (7) days after issue of the Notice to Proceed. Contractor shall meet with the District to review and make any requested revisions to the Preliminary Schedule of Values.

C. Contractor shall submit a Final Schedule of Values, approved by the District, within fourteen (14) days after issue of the Notice to Proceed, but in no case later than seven (30) days before the date scheduled for submittal of the initial Application for Payment.

D. Sub-schedules: Where the Work is separated into phases that require separately phased payments, Contractor shall provide sub-schedules showing values correlated with each phase of payment.

E. Format and Content: The Schedule of Values shall be submitted to the District on the Application for Payment and Continuation Sheet Set forth in Section 017900, and shall contain the following:

1. Identification: Include the following Project identification on the Schedule of Values:
   a. Project name and location.
   b. Name of the District's Representative and Architect/Engineer
   c. Bid, Contract and Project numbers.
   d. Contractor's name and address.
   e. Date of submittal.
   f. Billing Period.
2. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum.
3. For each part of the Work where an Application for Payment may include materials or equipment that have been purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for (1) initial cost of the materials, (2) each subsequent stage of completion, and (3) total installed value of that part of the Work.

F. Unit Cost Allowances: Show line item value of unit cost allowances as a product of unit cost times measured quantity as estimated from the best indication in the Contract Documents.

G. Margins of Cost: Show line items for indirect costs, and margins on actual costs, only to the extent that such items will be listed individually in Applications for Payment. Each item in the Schedule of Values and Applications for Payment shall be complete including its total cost and proportionate share of general overhead and profit margin.

1. Temporary facilities and other major cost items that are not direct cost of actual Work in place will be shown as separate line items in the Schedule of Values only at the sole discretion of the District.

H. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directive result in a District approved change in the Contract Price. Construction Change Directives shall not be included in Applications for Payment until the respective modification in Contract Price has been included in an executed Change Order.

1.03 APPLICATIONS FOR PAYMENT

A. Refer to Articles 19 and 21 of the General Conditions and Section 008000 for additional applicable information.

B. Each Application for Payment shall be consistent with previous applications and payments as certified and paid for by the District.

1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements as set forth in the General Conditions.

C. Payment Application Process and Anticipated Times:

1. Draft billing review shall be performed during the weekly progress meeting by the second to the last week of the month. Contractor shall be prepared with requested number of copies for review by: Architect, Inspector of Record, Contractor, and District. Should Contractor not be prepared by the second to the last week of the each month, billing will not be advanced, and Contractor will not be paid, any sooner than the next month's billing cycle. Contractor is solely responsible for ensuring that it is prepared for the billing review in a timely manner.

2. Billing shall be projected through the end of the month.

D. Payment Application Forms: Payment Applications shall be submitted to the District only on the required standard form.

E. Application Preparation: Contractor shall complete every entry on the form, and form shall be executed by a person authorized to sign legal documents on behalf of the Contractor. Incomplete applications will be returned without action.

1. Entries shall match data on the Schedule of Values.

2. Include amounts of Change Orders (but not Construction Change Directives) issued prior to the last day of the construction period covered by the application.

F. Transmittal: Submit three (3) executed copies of each Application for Payment, including waivers of lien and similar attachments, as specified in the Contract Documents or required by the District, to the District by means ensuring District's receipt of the Application for Payment within twenty four (24) hours.

1. Transmit each copy of the Application for Payment with a transmittal form listing attachments, and recording appropriate information related to the Application for Payment in a manner acceptable to the District.

G. Conditional/Unconditional Waivers and Releases: With each Application for Payment, the Contractor must submit a Waiver and Release form from every entity that may lawfully be entitled to file a Stop Notice arising out of the Contract and related to the Work covered by the Application for Payment.

1. Waiver Forms: Contractor shall submit Conditional and Unconditional waivers of lien forms as follows:

a. Submit a "Conditional Waiver and Release Upon Progress

Payment" on each payment application for the amount requested in that current application.

b. Submit an "Unconditional Waiver and Release Upon Progress Payment" for the amount paid to Contractor by District in the previous application.

c. Within ten (10) days of receipt of the District's payment that includes the final payment of a payment application, submit an "Unconditional Waiver and Release Upon Final Payment".

2. All entities involved in the Work must submit such waivers unless notified otherwise by the District.

H. Initial Application for Payment: In addition to the requirements set forth in Article 19 of the General Conditions, administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include items referenced in 007000 General Conditions and modified by 008000 Supplemental Conditions.

I. Application for Progress Payments: In addition to the requirements set forth in Article 19 of the General Conditions, once the initial payment process has been made, additional progress payment applications should include items referenced in 007000 General Conditions and modified by 008000 Supplemental Conditions.

J. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; this application shall reflect any Certificates of Partial Substantial Completion issued previously for District occupancy of designated portions of the Work. Administrative actions and submittals that shall precede or coincide with this application include items referenced in 007000 General Conditions and modified by 008000 Supplemental Conditions.

K. Final Payment Application: In addition to the requirements set forth in Article 21 of the General Conditions, administrative actions and submittals which must precede or coincide with submittal of the final Application for Payment include items referenced in 007000 General Conditions and modified by 008000 Supplemental Conditions.

L. CERTIFIED PAYROLL RECORDS. All Certified Payroll Records for the period for which a payment is requested must be received by the Labor Compliance Officer prior to approval of the Application for Payment, in accordance with Section 011500.

M. The Architect and/or any other designated consultant of the District will review and sign the payment application and forward it to the District, indicating they have reviewed the application for the quality and quantity of work in place and its compliance with the Contract Documents and codes and recommend payment in the amount specified.

N. The District will process the application for payment in a timely manner. Payment will normally be made within thirty (30) calendar days of the District's receipt of the Contractor's approved Application for Payment approved by the Architect and/or any other designated District consultant.

O. Payment for materials and equipment delivered to the project site but not yet incorporated in the Work may be made at the discretion of the District. Such materials and equipment must be stored at the Project Site, properly stacked, crated or boxed and, if necessary, covered or protected from the weather. Documentation of cost of the materials and equipment must be provided with the Application for Payment. Payment for stored materials or equipment will be made in compliance with the General Conditions.

P. The cut-off dates for progress payments during the course of construction will be specified by the District. If the cut-off date occurs on a weekend/holiday, the next business day will be considered as the cut-off date. The Contractor must follow the established cut-off date to ensure the timely processing of its payments.

Q. Delay in processing of payment applications will occur when the above procedures are not followed.

PART 2 – PRODUCTS NOT USED

PART 3 – EXECUTION NOT USED

END OF SECTION

SECTION 01 30 10
CONSTRUCTION DETAILING ACTIVITY (CDA) 3D-BUILDING INFORMATION MODELING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Summary / Administrative Requirements.

B. CONTRACTOR Participation.

C. CONTRACTOR Responsibility.

D. BIM Requirements.

1.02 SUMMARY / ADMINISTRATIVE REQUIREMENTS

A. The Construction Detailing Activity (CDA) is a project coordination program to confirm aspects of the project's design in an orderly and systematic way.

B. The purpose of the CDA is to expeditiously coordinate the fit, routing and components of the overhead utilities with wall framing and ceiling finishes. Address conflicts during the CDA process in lieu of during installation.

C. The CDA is to assure that all utilities, architectural, and structural building systems are inter-coordinated and agreed upon by CONTRACTOR, their Subcontractors and related CONTRACTORS, before Work begins in the field.
   1. Coordinate the interrelationship of major system assemblies by CONTRACTORS and their relationship with the Work.
   2. Coordinate the Work of CONTRACTORS so that portions of the Work are performed in a manner that minimizes interference with the progress of the Work.
   3. Do not obstruct spaces and installations that are required to be clear by Applicable Code Requirement.

D. Components of construction, building lines, building floor elevations, and other details of the Work shall be accurately laid out within the tolerances specified for type of Work and materials indicated. CONTRACTOR shall require use of established lines and elevations for all Work.

E. Establishes protocols, expected levels of development and authorized uses of Building Information Models on this Project.

F. The coordination effort will be utilizing 3D Building Information Modeling (BIM)
   1. Specific CONTRACTORS are required to produce, submit and coordinate their scope of work utilizing digital/computer based three dimensional models commonly referred to as Building Information Modeling (BIM).

G. Expeditiously produce fully coordinated shop drawings showing a composite of systems, subsystems, along with architectural and structural elements prior to fabrication of building systems.

H. At the completion of the CDA, affected CONTRACTORS are required to sign off their acceptance indicating that the Work represented in the BIM and its resulting coordinated shop drawings is constructible and has been reviewed by them and that

they are in concurrence with information contained on the drawings.

I. Level of Development (LOD)
   1. The LOD is “LOD 400”.
   2. The model element is graphically represented within the Model as a specific system, object or assembly in terms of size, shape, location, quantity, and orientation with detailing, fabrication, assembly, and installation information. Non-graphic or non-geometric information may also be attached to the Model Element.

1.03 CONTRACTOR PARTICIPATION

A. The following CONTRACTORS are required to participate utilizing 3D BIM are:
   1. Construction Manager - Architectural
   2. BC 4 General Package
      i. Underground Utilities
      ii. Framing
      iii. Ceiling systems
      iv. MEP systems
      v. Structural Site Built Modular Elements

B. All CONTRACTORS; regardless, if not involved with 3D BIM, are required to coordinate their Work with all other CONTRACTORS. Coordination efforts are required for, but not limited to:
   1. Interior and exterior wall / partition stud framing.
   2. Utility coordination with architectural and structural work.
   3. Underground utility coordination with proposed and existing underground utilities.
   4. Coordination of all building elements.

1.04 CONTRACTOR RESPONSIBILITY

A. Notwithstanding the information shown on the drawings and indicated in the specifications, CONTRACTOR fully recognizes that the contract drawings are only diagrammatic and are not intended to necessarily represent actual fit, tolerances, clearances, routing, or offsets required to achieve final coordination of systems or building components or to otherwise avoid conflicts between such components or systems. CONTRACTOR has adequately reviewed these documents to determine the degree of difficulty required on his part to achieve proper coordination and has allocated sufficient money and personnel (notwithstanding the minimum personnel requirements stipulated in the Contract) to accomplish the necessary coordination, fit and routing of systems or components. The CONSTRUCTION MANAGER and ARCHITECT are not responsible for the quality or content of CONTRACTOR’S work.
   1. Outside Consultants: Contractors electing to utilize an outside consultant to assist in preparing its 3D model for the coordination process shall not relieve the CONTRACTOR of responsibility for the quality, accuracy and timeliness of its model preparation. Such consultant shall work at the direction of the CONTRACTOR, who shall attend all meetings. CONTRACTOR shall be responsible for all costs resulting from the use of consultants.

B. Certain portions of the Work may require engineering development or other engineering services by CONTRACTOR. Scope of services and other requirements shall be as indicated in technical specification sections.
   1. For portions of the Work specified for engineering development by

CONTRACTOR'S Professional Engineer, shop drawings, calculations, and other data shall be submitted bearing the California registration seal and self-written signature of the CONTRACTOR'S Professional Engineer.

2. CONTRACTOR'S Professional Engineer shall review the material proposed by CONTRACTOR, related to the portions of Work requiring CONTRACTOR'S engineering development, for conformance with the Contract Documents and for compliance with CONTRACTOR'S Professional Engineer's own engineering design.

C. Should CONTRACTOR not participate or participate timely, any BIM related work will be performed on the CONTRACTOR'S behalf at their expense at a cost of no less than $200.00 / hour. In the event of a scenario of this kind, monthly reimbursement payment in full shall be made to the CONSTRUCTION MANAGER directly and is a condition of processing CONTRACTOR monthly progress payment.

1.05 BIM REQUIREMENTS

A. General Provisions: The deliverable Model shall be developed to include the systems described below as they would be built and the process of installing them into the new or remodeled facility.

1. Architectural – Walls (both interior, exterior and soffits), Ceilings, Doors, Roofs, Vertical circulation components (including shaft openings). Permanent (non-movable) casework and furniture as applicable. General ceiling access panels. Trade specific access panels to be provided in the individual trade models as required for service access.
2. Structural Concrete – Structural concrete walls, foundations, columns, beams, grade beams, slab on grade, and elevated decks. All floors and decks shall be modeled complete with edge of slab condition and slab depressions. Foundations shall include all stepped footings, slab edge conditions and continuous perimeter footings where applicable. Structural concrete openings for MEPF trades shall be included.
3. Structural & Misc. Steel – All steel columns, primary and secondary framing members and steel bracing for the roof and floor systems (including decks). Structural connections and plates shall be included. Supplemental steel to support MEP trade systems shall be modeled according to layout information provided by responsible trade. Steel stair assemblies and supporting members shall be included.
4. HVAC – All heating, ventilating, air-conditioning and specialty equipment, including air distribution ducts for all systems. Include control system equipment, registers, diffusers, grilles, access doors and all mechanical piping (including refrigerant piping) larger than ½" diameter. Support systems for ductwork and equipment are required to be modeled and shall be reviewed for coordination including hangers, seismic bracing at specified or code required locations and intervals. Any and all equipment or code required service/access clearances and support components for such equipment shall be modeled as a 3D element for use during clash detection.
5. Electrical and Low Voltage systems – All necessary electrical components, lighting fixtures, panel boards, distribution equipment, control boards and systems. Cable tray, and conduit rack systems shall be modeled. Individual conduits 1-1/2 inch diameter and larger shall be modeled. When specific specialty equipment requires detailed electrical points of connection, all necessary receptacles, junction boxes and any conduit shall be modeled for the purpose of coordination with the equipment manufacturer and other trades. Support systems for conduit, cable tray

and equipment are required to be modeled and shall be reviewed for coordination including, hangers, seismic bracing at specified or code required locations and intervals. Pendant mounted fixtures shall include specific support and sway bracing elements. Any and all equipment or code required service/access clearances shall be modeled as a 3D element for use during:

i. Other Communication and Notification systems – Communication, Audio/Visual and Notification (alarm) systems shall be provided with device locations at a minimum to allow coordination of ceiling and wall layouts with other trades.

6. Plumbing – For building plumbing, all plumbing fixtures, equipment, piping, floor and area drains and related equipment. For site utilities from each Point Of Connection (POC) to all underground site utility systems. When specific equipment requires detailed plumbing points of connection, all necessary piping and connections shall be modeled for the purpose of coordination with the equipment manufacturer and other trades. Support systems for piping and equipment are required to be modeled and shall be reviewed for coordination including hangers, seismic bracing at specified or code required locations and intervals. Any and all equipment or code required service/access clearances and support components for such equipment shall be modeled as a 3D element for use during clash detection.
7. Fire Sprinkler – All relevant fire protection components, branch piping, sprinkler heads, fittings, drains, pumps, tanks, sensors and control panels. Support systems for piping and equipment are required to be modeled and shall be reviewed for coordination including hangers, seismic bracing at specified or code required locations and intervals. Any and all equipment or code required service/access clearances shall be modeled as a 3D element for use during clash detection.
8. Metal Stud Framing – All interior and exterior wall framing including kickers, bracing, soffits, ceilings, and shaft enclosure framing. Critically important are the placement of all king & jamb studs, headers & top track for spatial coordination and clash detection with other trades. In addition, provide a backside of stud shop drawing with dimensions from building gridlines is to be provided from all perimeter framed walls based on plans and coordinated model with steel structure bent plate and concrete curbs.
9. Food Service Equipment – All equipment identified as requiring coordination with other trades for points of connection, services or spatial coordination shall be modeled for clash detection and layout purposes. Exhaust hoods, rooftop equipment, and refrigerant lines shall include support systems such as hangers and seismic bracing at specified or code required locations and intervals.
10. Acoustical Ceilings – All suspended ceiling systems including attachment points and layout of frame structure with all seismic, hanger, splay, and compression posts required.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 MEETINGS

A. Orientation Meetings

1. Prior to the start of the BIM CDA, meet with CONSTRUCTION MANAGER and ARCHITECT to discuss the coordination effort. The purpose of this meeting is to

develop a mutual understanding of the administration of the CDA and the scope of the required BIM submittals and drawings. The Orientation Meeting must be attended by all affected CONTRACTORS.

B. Coordination Meetings
   1. BIM CDA meetings will be held weekly up to 100% completion of the CDA process.
      a. During the BIM CDA meetings, spatial coordination software will be used for assembling the various trade models, providing a report and 3D views of trade coordination issues. The team will discuss and coordinate problems of fit, trade interfaces, and constructability.
      b. CONSTRUCTION MANAGER and ARCHITECT will review and evaluate the routings and placements of the coordinated utilities for compliance with the original design intent only.
   2. Upon 100% completion, there will be a 100% Complete meeting. The purpose of the 100% completion meeting is for all CONTRACTORS to sign the fully coordinated drawings indicating their full approval and that each Subcontractor has fully coordinated his work with the work of all CONTRACTORS.
   3. CONTRACTOR may be required to attend additional coordination meetings as required at no additional expense to OWNER. CONTRACTOR'S Subcontractors may be required to attend CDA meetings as necessary.

C. The provisions of this section do not lessen CONTRACTOR'S responsibility for providing adequate coordination, including attendance at work site meetings as required by CONSTRUCTION MANAGER for any and all work including work not indicated above.

D. The coordination will be weekly until such time the CDA process is not impacting shop drawing preparation, material procurement, and the Project Schedule.

3.02 CONSTRUCTION DETAILING ACTIVITY (CDA) SEQUENCE

A. Review Contract Documents and prepare 3D BIM shop drawings in the sequence in which they are envisioned to be erected.
   1. Coordination effort will include review of all construction documents for their completeness, constructability and code compliance. Failure to perform this satisfactorily will not be the basis for additional compensation after signing the coordination drawings.

B. CONTRACTORS required to participate shall make available, digital formats of their coordination progress drawings or BIM throughout the CDA process.
   1. The formats shall include 3D BIM and/or 2D CAD along with printable drawings (PDF) as agreed upon in the orientation meeting for clash detection.

C. Review of the clash model(s) will take place during Coordination Meetings.
   1. Team members will agree upon solutions to resolve conflicts and retain design intent of the contract documents.
   2. CONTRACTORS will implement these changes in the BIM prior to the next weekly meeting. CONTRACTORS who are responsible for multiple scopes of work are expected to coordinate with their subcontractor clashes between those scopes within their model prior to the project coordination meetings.
   3. This process will be repeated until all coordination issues have been resolved.

D. All conflicts will be resolved through the CDA process rather than at the installation

stage. Conflicts occurring at the installation stage will not be the basis for additional costs or time extensions. Issues shall be resolved via the CDA process and documented on the coordination drawings.

E. Sign drawings indicating full coordination and fit of all new building systems: The end product of this effort will be a fully coordinated digital BIM and set of drawings, consistent with the design intent and applicable building codes, for the new work of the project. Upon the completion of the BIM and coordination drawings, CONTRACTORS will indicate they have coordinated their work by signing the coordination drawings. Upon completion of the CDA, shop Drawings and fabrication can proceed.

END OF SECTION

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SECTION 01 30 55
CHANGE ORDER PROCEDURE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Labor Rate Break-Down per Worker Classification.

B. Change Order Procedure and Form.

C. Time and Material Procedure.

1.02 RELATED SECTIONS

A. General Conditions.

B. Supplementary General Conditions.

1.03 LABOR RATE BREAK-DOWN PER WORKER CLASSIFICATION

A. CONTRACTOR shall provide a labor rate breakdown for each worker classification for review. This will be required prior to any change order review. The labor rate breakdown shall fall the form provided herein.

1.04 CHANGE ORDER PROCEDURE

A. The OWNER, through the CONSTRUCTION MANAGER may from time to time direct the CONTRACTOR to make changes in the work within the general scope of the Contract. All changes to the Contract will be implemented through written orders or directives prepared by the A/E and issued by the CONSTRUCTION MANAGER.

B. When the CONSTRUCTION MANAGER believes a change order to the construction documents is required that may involve a change in time or cost, CONSTRUCTION MANAGER will request the A/E to prepare a written change as described in Division 00 – General Conditions and issue it to CONSTRUCTION MANAGER. The A/E will sequentially number and date each Construction Change Directive. The CONSTRUCTION MANAGER will request a Change Order Request (COR) to the written change requesting the CONTRACTOR to submit a proposal. The proposal will fully describe the proposed change(s) to the Contract Documents, including sketches, new drawings, or revised specifications as required. The CONSTRUCTION MANAGER will maintain a log of all CORs issued. The CONSTRUCTION MANAGER shall number each COR. CONTRACTOR to use the Change Order form provided herein.

C. Should the CONTRACTOR believe that conditions have changed or CONTRACTOR has been directed to do additional work requiring a change in time or cost, CONTRACTOR may request the CONSTRUCTION MANAGER to prepare a COR delineating the changed condition along with the cost

and/or time impact. If the CONTRACTOR intends to make claim for a change in the contract time or cost, CONTRACTOR must give the CONSTRUCTION MANAGER written notice per contract documents after the occurrence of the event giving rise to the claim, or lose his rights to the cost recovery of the extra work arising from the claim.

D. Refer to Division 00 – General Conditions for additional information.

1.05 TIME and MATERIAL PROCEDURE

A. If the Work is directed to be performed on a "time and material" (T&M) basis, the T&M form shall be signed daily by the CONSTRUCTION MANAGER. CONTRACTOR to use the T&M form provided herein.

B. CONTRACTOR MUST notify CONSTRUCTION MANAGER and the Inspector of Record (IOR) daily, prior to the commencement of the time and material (T&M) work and when CONTRACTOR stops T&M same day. This process to continue until all T&M work is completed. If the CONTRACTOR or their Subcontractor has not properly notified CONSTRUCTION MANAGER and/or IOR, as stated above, CONTRACTOR concedes to cost as determined by the CONSTRUCTION MANAGER.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 CHANGE ORDER REQUEST REVIEW

A. Upon receipt of the COR, CONSTRUCTION MANAGER will evaluate the CONTRACTOR'S quotation for the work, using an estimate of time and cost impact prepared by the A/E or CONSTRUCTION MANAGER. If the quotation is acceptable to the CONSTRUCTION MANAGER, the proposal will be forwarded to the DISTICT and the A/E.

B. If the quotation is judged by CONSTRUCTION MANAGER to be not acceptable, CONSTRUCTION MANAGER will begin negotiations with the CONTRACTOR to come to an agreement as to the time and cost impact.

C. The CONSTRUCTION MANAGER reserves the sole right to notify the CONTRACTOR when there will be no further negotiations, and when an impasse exists between CONTRACTOR and CONSTRUCTION MANAGER and the work is declared to be in dispute.

PART 4 FORMS

4.01 FORMS PROVIDED FOR USE

A. Labor Rate Break-Down Sheet.

B. Changes and Extra Form.
C. Time and Material (T&M) Work Item Ticket Form.

Labor Rate Break-Down

Start & End Date: 00/00/0000 - 00/00/0000

Contractor Name:	Sub Name	Project County	
		Wage Determination	
Trade & Classification	Trade/Class	Workers Comp Code	
Prevailing Base Wage Rate			-
Taxable Fringe Benefits			-
Total Taxable Rate			-

Burden Rate

FICA *(Social Security)*	6.20%	x Base Wage Rate =	0.00
FICA *(Medicare)*	1.45%	x Base Wage Rate =	0.00
FUTA *(Federal Unemployment)**	2.10%	% of $7k	#DIV/0!
SUI *(State Unemployment Ins)**	6.20%	% of $7k	#DIV/0!
Worker's Compensation **	0.00%	x Base Wage Rate =	0.00
General Liability Insurance **	0.00%	x Base Wage Rate =	0.00

Total Burden Cost #DIV/0!

Fringe Benefits

Pension *(Non-Taxable)*	0.00
Health & Welfare *(Non-Taxable)*	0.00
Vacation/Holiday	0.00
Training / Certification *(Non-Taxable)*	0.00
Other *(Non-Taxable)*	0.00

Total Fringe Benefits $ -

Total Hourly Rate: **#DIV/0!**

Footnotes:

* Note FUTA: Tax only applies to employee wages up to $7,000.00 @ .6%

* Note SUI: Tax only applies to employee wages up to $7,000.00, rate varies by Company

** Note: Rates may require backup/verifications to be submitted

CHANGES AND EXTRAS FORM

		EXTRA	CREDIT
(a)	Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
(b)	Labor Not to Exceed Applicable Prevailing Wage Rates (attach itemized hours and rates)	_____	_____
(c)	Equipment (attach invoices)	_____	_____
(d)	**Subtotal**	_____	_____
(e)	If Subcontractor performed Work, add Subcontractor's overhead and profit to portions performed by Sub-contractor, not to exceed ten percent (10%) of item (d).	_____	_____
(f)	**Subtotal**	_____	_____
(g)	CONTRACTOR'S Overhead and Profit: Not to exceed fifteen percent (15%) of Item (d) if CONTRACTOR performed the work. No more than five percent (5%) of Item (f) if Subcontractor performed the work. If work was performed by CONTRACTOR and Subcontractors, portions performed by CONTRACTOR shall not exceed fifteen percent (15%) if Item (d), and portions performed by Subcontractor shall not exceed ten percent (10%) of Item (f)	_____	_____
(h)	**Subtotal**	_____	_____
(i)	Bond not to exceed one percent (1%) of Item (d)	_____	_____
(j)	**TOTAL**	_____	_____

	EXTRA	CREDIT
(k) Date / Time	_____	_____

It is expressly understood the undersigned CONTRACTOR approves the foregoing as to the changes, if any, and the contract price specified for each item and as to the extension of time allowed, and agrees to furnish all labor, materials and service and perform all work necessary to complete any additional work specified therein, for the consideration stated herein.

It is expressly understood that the value of such extra Work or changes, as determined by any of the aforementioned methods, expressly includes any and all of the CONTRACTOR'S costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages or time extensions not included are deemed waived.

The CONTRACTOR expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

TIME AND MATERIAL WORK ITEM TICKET

Project Name: _____ PCO# _____ BC# _____
Contractor: _____ Sheet # _____ of ____
Reference Document: _____ Submitted for work on: _____
Schedule Activity Code Number:_____
Original Work Date for this Item: _____ Is Work Completed today? _____
Date of Last Work Activity: _____ Date Submitted to CM_____

WORK COMPLETED TODAY:
Location:

Description of Work:

EMPLOYEE NAME	CLASSIFICATION	Hours Noted	REMARKS
1._____	_____	_____	_____
2._____	_____	_____	_____
3._____	_____	_____	_____
4._____	_____	_____	_____
5._____	_____	_____	_____

ITEM DESCRIPTION	QTY / UNITS	Hours Noted	REMARKS
1._____			
2._____	_____	_____	_____
3._____	_____	_____	_____
4._____	_____	_____	_____
5._____	_____	_____	_____
6._____	_____	_____	_____

EQUIPMENT	MAKE & MODEL	Hours Noted	REMARKS	Rented / Owned
1._____	_____	_____	_____	_____
2._____	_____	_____	_____	_____
3._____	_____	_____	_____	_____
4._____	_____	_____	_____	_____
5._____	_____	_____	_____	_____

CONTRACTOR CERTIFICATION: Signature by CONTRACTOR certifies all information on this sheet is true and accurate. CONTRACTOR also certifies only the listed labor, material, and equipment listed were used for this item and that no other items are part of this work.	**SIGNATURES**
CONSTRUCTION MANAGER: Verifies hours worked as identified on this sheet only, not acceptance of any cost or schedule impact on behalf of the OWNER.	
IOR: Verifies hours worked as identified on this sheet only, not acceptance of any cost or schedule impact on behalf of the OWNER.	

END OF SECTION

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SECTION 01 31 19

COORDINATION AND MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Post-bid interview.

B. Kick-Off Meeting.

C. Coordination Meetings

D. Preparatory Meetings.

E. Progress meetings – OWNER and ARCHITECT.

F. Pre-installation Conferences.

G. Contactor Coordination Meetings ("Foreman Meetings")
   - Three week look ahead / Pull Planning

1.02 POST BID INTERVIEW

A. Each apparent low Bidder shall attend and participate in a post bid interview with CONSTRUCTION MANAGER, prior to award of any contract by the OWNER. The post bid interview will be scheduled by CONSTRUCTION MANAGER within three (3) calendar days after the date of bid. The Conditions of the Contract and all other Sections of the Contract apply to this Section as fully as if repeated herein.

B. A duly authorized representative of the apparent low Bidder is required to attend the post bid interview, in person.

C. The apparent low bidder's authorized representative must have a clear understanding of the project requirements and have signatory authority on behalf of the apparent low Bidder.

D. The CONSTRUCTION MANAGER will review the project requirements with the attendees, including but not limited to:
   1. The Contract ,Plans, Specifications.
   2. Addenda.
   3. Scope of Work.
   4. Alternates.
   5. Allowances.
   6. Value Engineering.
   7. The Construction Schedule, Milestones, and Award Dates.
   8. Critical Material Identification and Requirements.

E. POST BID INTERVIEW DOCUMENTATION
   1. The CONSTRUCTION MANAGER will document the post bid interview on the form attached to this section. Both the apparent low bidder and the CONSTRUCTION MANAGER are required to sign the post bid interview documentation. Post bid

interview will be conducted either at the OWNER'S or CONSTRUCTION MANAGER's office.

1.03 KICK-OFF MEETING

A. Each CONTRACTOR is required to attend the Kick-Off meeting as scheduled by the CONSTRUCTION MANAGER. This meeting will be scheduled shortly after the issuance of CONTRACTOR'S Notice to Proceed (NTP).

B. Those required to attend from the CONTRACTOR are: Project Manager and Administrative Professional.

C. The purpose of the meeting is to ensure CONTRACTOR is aligned with Project obligations and expectations. The following topics to be discussed:
   1. Project Administration
      a. Contract and insurance status
      b. Certified payroll, billing, and As-built procedures
      c. Labor Compliance Program (LCP) procedures (If applicable)
         i. The LCP as administered by the DIR, will be discussed, including the federal and state labor law requirements applicable to the contract, prevailing wage requirements, the respective recordkeeping responsibilities, the requirement for the submittal of certified payroll records to the DIR and CONSTRUCTION MANAGER and the prohibition against discrimination in employment.
         ii. A Labor Law Requirements checklist may be provided to the CONTRACTOR and must be signed and returned to the CONSTRUCTION MANAGER.
      d. Owner Controlled Insurance Program procedures (OCIP) (If applicable)
         i. The OCIP as administered by the OWNER's consultant will discuss all CONTRACTOR's requirements and record keeping responsibilities necessary to comply with the program.
      e. Project Labor Agreement (PLA) or similar program procedures (If applicable)
         i. The PLA as administered by the OWNER's consultant will discuss all CONTRACTOR's requirements and record keeping responsibilities necessary to comply with the program.
      f. Daily Work Reports Procedures.

D. The LCP, OCIP, and/or PLA may require separate meetings as these topics maybe conducted by different OWNER consultants.

E. CONSTRUCTION MANAGER to take notes and publish meeting meetings for record.

1.04 COORDINATION MEETINGS

A. Coordinate scheduling, submittals, and work of the various sections of the specifications to assure efficient and orderly sequence of installation of interdependent construction elements with provisions for accommodating items installed later.

B. Prior to commencement of a particular type or kind of work, examine relevant information, Contract Documents and subsequent data issued to the project.

C. Verify that utility requirement characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections having interdependent

responsibilities for installing, connecting to and placing in service, such equipment.

D. Coordinate space requirements and installation of mechanical and electrical work, which are indicated diagrammatically on drawings. Follow routing shown for pipes, ducts and conduit, as closely as practicable; place runs parallel with line of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance and for repairs.

E. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

F. In locations where several elements of mechanical and electrical work must be sequenced and positioned with precision in order to fit into available space, prepare coordination drawings showing the actual conditions required for the installation. Prepare coordination drawings prior to purchasing, fabricating or installing of the elements required to be coordinated.

G. Closing up of walls, partitions or furred spaces, backfilling and other covering up operations shall not proceed until all enclosed or covered work and inspections have been completed. Verify before proceeding.

H. Coordinate completion and cleanup of work of separate sections in preparation for substantial completion (and for portions of work designated for OWNER'S full and/or partial occupancy).

I. After OWNER occupancy of premises, coordinate access to site for correction of defective work and work not in accordance with Contract Documents to minimize disruption of OWNER'S activities.

J. Coordinate all utility company work in accordance with the General Conditions.

1.05 PREPARATORY MEETINGS

A. Each CONTRACTOR is required to attend a Preparatory meeting as scheduled by the CONSTRUCTION MANAGER. Ideally this meeting is scheduled and conducted 3 – 4 months in advance of the CONTRACTOR's start of construction.

B. Those required to attend from the CONTRACTOR are: Project Manager, General Superintendent, Foreman, and Administrative Professional.

C. The purpose of the meeting is to ensure CONTRACTOR is aligned with Project obligations and expectations. The following topics to be discussed:
   1. Safety
      a. Required documentation
      b. Permits
      c. Competent Person
      d. Safety Meeting
   2. Division 01 – General Requirements
      a. Review all sections
      b. SWPPP procedures and obligations
   3. Scope of Work & Schedule
      a. Confirm submittal status and review submittal for clarity

b. Review applicable RFIs
c. Review all addendums, Bulletins, and CCDs
d. Review schedule activities for durations, required manpower, and productive rate
e. Review scope of work obligations
f. Mock-up requirements

D. CONSTRUCTION MANAGER to take notes and publish meeting meetings for record.

1.06 PROGRESS MEETINGS – OWNER and ARCHITECT

A. CONSTRUCTION MANAGER will schedule and administer meetings throughout progress of the work at semi-weekly intervals or more frequently if needed.

B. CONSTRUCTION MANAGER will make arrangements for meetings, prepare agenda, and preside at meetings. CONSTRUCTION MANAGER will record minutes and distribute copies.

C. Attendance required: OWNER, ARCHITECT, INSPECTOR, and CONSTRUCTION MANAGER.

D. Agenda:
1. Review minutes of previous meetings (Field Reports).
2. Review work progress.
3. Field observations, problems and decisions.
4. Identification of problems which impede planned progress.
5. Review submittals, schedule and status of submittals.
6. Review off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordinate projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to work.

1.07 PRE-INSTALLATION CONFERENCE

A. When required in individual specification section, convene a pre-installation conference prior to commencing work of the section.

B. Require attendance of parties directly affecting, or affected by, work of the specific section.

C. CONTRACTOR to notify CONSTRUCTION MANAGER at least ten (10) work days in advance of meeting date.

D. CONSTRUCTION MANAGER to prepare agenda, preside at conference, record minutes and distribute copies within two (2) days after conference to participants

E. Review conditions of installation, preparation and installation procedures, and coordination with related work.

1.08 CONTRACTOR COORDINATION MEETINGS – ("Foreman Meeting")

A. CONSTRUCTION MANAGER will schedule and administer weekly CONTRACTOR coordination meetings to review and facilitate coordination of the work.

B. CONSTRUCTION MANAGER will make arrangements for meetings, prepare agenda, look-ahead schedules, areas where additional CONTRACTOR focus is required, and record minutes as required.

C. Mandatory Attendees Required: CONSTRUCTION MANAGER, Inspector, and CONTRACTOR'S Foreman.

D. Foreman are further required to participate and coordinate work per the three week look ahead schedule provided by the CONSTRUCTIOON MANAGER in a weekly foreman's meeting.

E. Three-Week Look Ahead Schedule / Pull Planning:
   1. CONTRACTOR'S foreman is required to breakdown schedule activities into more specific component operations in coordination with the CONSTRUCTION MANAGER and other trade foremen to meet the activity durations identified in the construction schedule.
      a. This work product will be communicated through the three week look ahead schedule produced by the CONSTRUCTION MANAGER.
      b. As requested from the CONSTRUCTIN MANAGER, each CONTRACTOR is required to participate in schedule coordination exercises using a pull planning board. Pull planning is a collaborative process requiring each CONTRACTOR to share how to activities can advance faster and more efficiently. Through this collaboration, CONTRACTOR commits to date(s) with tags placed on the pull planning board that are added, adjusted, and coordinated with other trades to honor activity and milestones commitment dates.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

PART 4 FORMS

4.01 POST BID INTERVIEW FORM

A. Form provided herein.

POST BID INTERVIEW FORM

CONSTRUCTION MANAGER: Tilden-Coil Constructors, Inc.

CONTRACTOR/BIDDER: _____

DATE: _____ TIME: _____ PHONE: _____

I. INTRODUCTIONS: (SIGN BELOW)

CONSTRUCTION MANAGER

_____	_____	_____
PRINT NAME	SIGNATURE	TITLE

CONTRACTOR

_____	_____	_____
_____	_____	_____
_____	_____	_____
PRINT NAME	SIGNATURE	TITLE

II. PURPOSE OF INTERVIEWS IS TO ASSURE:

A. CONTRACTOR acknowledgement of complete and accurate bid.

B. CONTRACTOR acknowledgement of and understanding of the schedule requirements.

C. CONTRACTOR acknowledgement of his scope of work assignments.

III. THE CONTRACT PLANS, SPECIFICATIONS:

_____

_____

_____

IV. ADDENDA:

_____

V. SCOPE OF WORK:
Review work scope with CONTRACTOR

A. Category Assignments:

_____

B. General Notes Applicable To All CONTRACTORS:

_____

C. Logistics Plans:

_____

D. Phasing Plans:

_____

E. SWPPP Requirements:

_____

F. Mitigation Measures:

_____

VI. ALTERNATES:

A. _____

B. _____

C. _____

VII. ALLOWANCES:

A. _____

VIII. VALUE ENGINEERING:

A. The OWNER may be interested in Value Engineering, do you have any obvious value engineering items that you would like to propose?

_____

_____

_____

IX. THE CONSTRUCTION SCHEDULE, MILESTONES & AWARD DATES:

A. Do you have any comments or concerns about the Preliminary Baseline Schedule we should consider?

X. CRITICAL MATERIAL IDENTIFICATION & REQUIREMENTS:

A. Please identify critical materials, deliveries and dependencies, including Owner furnished items that could affect the completion of your work.

1. _____

2. _____

3. _____

4. _____

XI. CONTRACTOR COMMENTS/SUGGESTIONS:

A. _____

B. _____

C. _____

Initials: _____ _____

CONTRACTOR **CONSTRUCTION MANAGER**

END OF SECTION

SECTION 01 32 00
CONSTRUCTION SCHEDULE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Summary.

B. Notice to Proceed.

C. Construction Schedule.

D. Submittals.

E. Procurement and Fabrication Schedule.

F. Three week look ahead schedule.

G. Contractor Daily Work Journal.

1.02 SUMMARY

A. Administrative and procedural requirements for successful execution of the Work, as well as documenting the progress of construction during performance of the Work.

1.03 NOTICE TO PROCEED (NTP)

A. NTP begins the start of administrative, early planning / coordination, submittals, procurement, fabrication, delivery, and/or the start of construction. Refer to the issued NTP for details.

1.04 CONSTRUCTION SCHEDULE

A. The Project Construction Schedule, Exhibit "A" is composed of tentative starting dates and fixed durations for major activities of work on the project. Not all activities have been shown. This DOES NOT relieve the CONTRACTOR from complying with the requirements of the schedule or initiating and coordinating their respective work as necessary in the proper sequencing of the Work.
   1. If a CONTRACTOR'S scheduled activity involves incidental work of other CONTRACTOR'S, it shall be assumed to all be completed within the activity duration scheduled.
   2. These unidentified activities shall be coordinated by the CONSTRUCTION MANAGER'S project Superintendent. The Superintendent shall have exclusive discretion in establishing start dates and durations and the CONTRACTOR shall incorporate these requirements as if stated herein.

B. The CONSTRUCTION MANAGER will prepare and provide updates to the Project Construction Schedule and 3 week look ahead short interval schedule.

C. Each CONTRACTOR will be required to provide the following details to the CONSTRUCTION MANAGER:
   1. Proposed manpower loading of each scheduled field activity.
   2. Establish submittal lead times which will allow for the proper review time by the ARCHITECT without delaying the timely scheduled procurement of products, materials and/or assemblies.
   3. Establish fabrication and/or procurement lead times which will maintain that no operation will be delayed from its scheduled starting date.
   4. Other requirements noted in General Conditions regarding the schedule.

D. CONTRACTOR must coordinate all work with all other CONTRACTORS on the project through the CONSTRUCTION MANAGER'S Project Superintendent in order to complete each activity of their work within the fixed durations as shown on the "Baseline Schedule".

E. When the official start date has been established by the Notice to Proceed letter, inserted into the "Baseline Schedule", start dates as shown on the "Baseline Schedule" shall be referred to as "tentative" only to the extent that dates will be continually adjusted either forward or backward by the CONSTRUCTION MANAGER as the project progresses.

F. CONTRACTOR is expected to continually monitor all phases of the project field construction progress in order to ensure that CONTRACTOR'S work is properly implemented into the overall project improvements.

G. Upon receipt of five (5) business day advanced notice by the CONSTRUCTION MANAGER to begin work on an activity, CONTRACTOR must properly man and perform the work of activity and complete same within the noted number of consecutive working days or less assigned to activity in the Baseline Schedule.

H. CONSTRUCTION MANAGER may change the starting date of any activity.

I. CONTRACTORS must be prepared to provide properly trained and skilled mechanics in adequate manpower and equipment to perform simultaneous functions as reflected in the progress schedule.
   1. Scheduled activities are <u>tentative</u> only and will adjust with job progress and weather conditions at CONSTRUCTION MANAGER'S direction.
   2. It is the CONTRACTOR'S sole responsibility to verify scheduling with jobsite Superintendent with sufficient lead time to ensure CONTRACTOR can coordinate all requirements of future activities regarding labor and materials.
   3. Should CONSTRUCTION MANAGER have reason to believe at any time that CONTRACTOR is not providing an adequate workforce armed with the proper materials and/or equipment, CONSTRUCTION MANAGER shall give CONTRACTOR written notice. Activity Manpower loading submitted shall in no way limit the responsibility of the CONTRACTOR to perform to the fixed duration requirements of the Final Baseline Schedule.

J. CONTRACTORS that are mobilized / on-site, construction progress maybe impacted from time to time. CONSTRUCTION MANAGER may redirect an activity or activities or advance a new activity sooner as to maintain schedule progress. CONSTRUCTION MANAGER upon (2) business day notice to CONTRACTOR, CONTRACTOR must prepare and proceed with identified activity.

K. CONTRACTOR may accelerate an activity and shall communicate status of acceleration prior to starting to the CONSTRUCTION MANAGER.

L. Scheduled activities are established to indicate project completion prior to contract completion date. "Float" between activities and to the end of the project shall be owned by the CONSTRUCTION MANAGER.

M. Recovery Plan
   1. If CONTRACTOR is behind schedule by more than five (5) calendar days for any stage of Work, based on the updated "Baseline Schedule" after incorporating all approved time extensions, CONTRACTOR shall submit to the CONSTRUCTION MANAGER within five (5) days of notification of such delay, a "Recovery Plan". The recovery plan shall be based on proposed revisions to the updated "Baseline Schedule" for the next fifteen (15) day period and shall show how CONTRACTOR intends to bring the Work back on schedule. Recovery Plan shall also include a written description of how the measures that CONTRACTOR intends to take without additional cost to the OWNER will regain schedule compliance. The recovery plan activities shall be identified according to their relationship to activities on the accepted schedule. If the revisions include sequence changes, the CONTRACTOR shall provide a schedule diagram comparing the original sequence to the revised sequence of Work.
   2. Should CONTRACTOR fail to submit and execute such recovery plan, the CONSTRUCTION MANAGER shall have the option to direct CONTRACTOR to employ any or all measures that the CONSTRUCTION MANAGER may deem fit to regain schedule compliance without additional cost to the OWNER.
   3. The revisions shall not be incorporated into any schedule update until the revisions have been reviewed and accepted by OWNER. Upon acceptance by the CONSTRUCTION MANAGER, the Recovery Plan shall be incorporated into the updated "Baseline Schedule" during the next update.
   4. CONTRACTOR will be required to submit a Recovery Plan for each update that indicates that the Work progress is more than five (5) calendar days behind schedule.
   5. Should CONTRACTOR dispute the determination by CONSTRUCTION MANAGER regarding the status on contract delay, such dispute shall not relieve CONTRACTOR of the responsibility to comply with the requirements of this section and other related sections until the dispute is resolved per Contract terms.
   6. Failure to provide a Recovery Plan to the CONSTRUCTION MANAGER may result in holding liquidated damages or damages as defined in the contract for each day of delay from the payment application.

N. Inclement Weather and Governmental Delay
   1. The agreement between the OWNER and CONTRACTOR indicates the number of calendar days of Contract time for the Work. Within the stipulated Contract Time, the Project Construction Schedule, included in the bid documents, includes weather and governmental days in the project duration.
   2. The number of weather related and governmental days have been built into the critical path. The project owns the allowable days. As the number of approved inclement weather and governmental days increases, the duration of this allowance or activity will decrease the corresponding number of days. No other activities may be concurrent with this activity.
   3. Delays in construction due to inclement weather will be construed as excusable delay only for the days in which the inclement weather substantially caused delay in overall progress of the Project by affecting Critical Work Activities.

4. CONTRACTOR shall submit a written request on Company letterhead for each delay due to inclement weather within two (2) calendar days from the day of inclement weather. CONTRACTOR shall document the date and the nature of the inclement weather, the specific activity in which the inclement weather caused delay, and the task or operation in each trade that was delayed and its relation to the Critical Path.
5. The CONSTRUCTION MANAGER will review the request and the written documentation submitted by CONTRACTOR and compare with the "Baseline Schedule". If CONSTRUCTION MANAGER finds the inclement weather did substantially cause delay in the overall progress of the Project, the delay will be deemed an excusable delay.
6. Non-Compensable but excusable delays shall be first deducted from the allowance of excusable delays shown on the "Baseline Schedule". When the total number of days for excusable delays due to inclement weather exceeds the allowance, the excess will be granted through extension of the Contract Time by Change Order to impacted CONTRACTOR only in accordance with the provisions of the General Conditions. Extension to the Contract Time due to inclement weather will be granted only for excusable delay in excess of the allowance.
7. If the CONTRACTOR fails to submit a claim and documentation within the stipulated time, the inclement weather shall be construed to have caused no delay in the construction.

O. Weekend / After Hour Work or Modified Hours
1. CONTRACTOR is responsible to meet each completion date for each activity on the schedule, which in turn, may or may not specifically identify required weekend, after-hour work, or modified working hours. These provisions shall also apply, but not be limited to utility tie-ins, system related tie-ins, switchovers, site need considerations, and CONTRACTOR delay.
2. When the facility operation will or may be impacted, CONTRACTOR MUST performed their respective work on the weekend, after hours or during modified working hours to complete scheduled activities at NO additional expense to the Owner.
3. Extended work shifts and/or working on Saturdays will be required for specific trades to meet the construction schedule. Refer to the general conditions for additional information.

1.05 SUBMITTALS

A. CONTRACTOR shall comply with Division 00 and 01 for the compliance and procedure of submittal submission.

B. All submittals regardless of when the respective scope of work is scheduled to be installed shall be completely submitted within the time frames as established in Division 00 and 01.

1.06 PROCUREMENT & FABRICATION SCHEDULE

A. CONTRACTORS shall provide dates as to when material must be ordered / fabricated and delivered to the project site. Materials shall be onsite as required as not to impact the schedule or dependent trades.

B. CONTRACTOR shall provide written confirmation of ordered / fabricated material and delivery.

C. CONTRACTOR shall use tools necessary for taking field measurements where required before fabrication.
   1. CONTRACTOR understands that field measurements may require multiple visits to the site to accommodate phasing and project progress.
   2. CONTRACTORS using devices such as a scanner or other similar devices to obtain measurements, understand that CONTRACTOR may need to set-up multiple times same day to accommodate existing or temporary conditions such as scaffold and other similar appurtenances to obtain all the necessary dimensions.
   3. All cost and delay associated with demands to remove and replace temporary measures or completed construction are the responsibility of the CONTRACTOR obtaining dimensions.

1.07 THREE WEEK LOOK AHEAD SCHEDULE

A. CONSTRUCTION MANAGER will produce and publish a three-week look ahead weekly during the foreman meeting. Refer to 01 31 19 - Coordination and Meetings for additional information and requirements.

1.08 CONTRACTOR DAILY WORK JOURNAL

A. CONTRACTOR'S daily shall be sent electronically. Refer to 01 33 26 – Electronic Document Control for additional information and requirements.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

PART 4 FORMS

NOT USED

END OF SECTION

CONTRACTORS shall commence performance of the Contract upon the date specified in the Notice to Proceed and shall furnish sufficient forces, facilities and materials, work such hours, including extra shifts and overtime operations, so as to fully perform the Work in accordance with the Construction Schedule, inclusive of Milestones that are on the Critical Path.

	Description		Liquidated Damages $ Amount per Calendar Day
	Bid Category 01: Demolition & Earthwork		$5,000
	Bid Category 02: Landscape & Irrigation		$2,500
	Bid Category 03: Low Voltage/Structured Cabling		$5,000
	Bid Category 04: General Package		$15,000

submittals

SECTION 01 33 00
SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Submittal Procedures.

B. Shop Drawings.

C. Product Data.

D. Samples.

E. Manufacturers' Instructions.

F. Manufacturers' Certificates.

G. Coordinated Drawings.

1.02 SUBMITTAL PROCEDURES

A. CONTRACTOR to submit all submittals, minus samples electronically via email. An electronically marked up file will be returned. Create PDFs at native size and right side up. Illegible files will be rejected. Submit in the following quantities:
   1. Shop Drawings: One (1) electronic copy, black line drawings. No color.
   2. Product Data/Equipment Data: One (1) electronic copy, indexed documents with table of contents and page numbers.
   3. Samples: Five (5) - labeled - plus additional quantity to be returned to CONTRACTOR (each type and color being used in project).
   4. Deferred Approvals: One (1) electronic copy of drawings, data, and calculations. Additional quantities may be required by the Authority Having Jurisdiction.

B. Transmit separate request for each submittal directly to the CONSTRUCTION MANAGER.
   1. Collate submittal neatly with label identification.
   2. Include state agency application or approval number.

C. Use Submittal Form cover sheet provided herein.

D. Sequentially number the transmittal forms. Re-submittals are to have original number with an alphabetic suffix.

E. Identify Project, CONTRACTOR, subcontractor or supplier; pertinent drawing sheet and detail number(s) and specification section number, as appropriate.
   1. Provide name and telephone number of individuals who may be contacted for further information.

F. Apply CONTRACTOR'S date stamp with CONTRACTOR'S original signature or initials affixed thereto, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents. At the time

of submission, the CONTRACTOR shall inform the ARCHITECT in writing of any deviation in the shop drawings from the requirements of the Contract Documents.

G. Schedule submittals to expedite the Project. Coordinate submission of related items.
   1. Make all submittals in accordance with the progress schedule and far enough in advance of scheduled dates of installation to provide required time for reviews for securing necessary approvals for possible revision and re-submittal and for placing orders and securing delivery.

H. Identify variations from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed Work.

I. State effect of substitution on construction schedule and changes required in other work or products.

J. Provide space for CONTRACTOR and ARCHITECT review stamps.

K. Revise and re-submit submittals as required, identify all changes made since previous submittal. Re-submittals shall be prepared and re-submitted within ten (10) calendar days of CONTRACTOR'S receipt of returned submittals; within five (5) days if submittal affects schedule critical path.

L. Determine and verify all field dimensions and conditions, materials, catalog numbers, and similar data.

M. Coordinate as required with all trades and all public agencies involved.

N. Unless otherwise specifically authorized by ARCHITECT, make all submittals in groups containing all associated items. ARCHITECT may reject partial submittals as not complying with the provisions of this section.

O. Submit a submittal schedule listing their required submission and review dates to the CONSTRUCTION MANAGER for review and acceptance. The schedule shall allow sufficient time for checking by the CONSTRUCTION MANAGER and ARCHITECT. In addition, the submission and review dates shall be incorporated into the progress schedule required in the General Conditions.

P. The ARCHITECT will review submittals with reasonable promptness so as not to cause any delay, but only for conformance with the design concept of the project and with the information given in the Contract Documents. The ARCHITECT'S favorable review of a separate item shall not indicate acceptance of an assembly in which the item functions.

Q. The ARCHITECT'S review of shop drawings shall not relieve the CONTRACTOR of responsibility for any deviation from the requirements of the Contract Documents unless the CONTRACTOR has informed the ARCHITECT in writing of such deviation at the time of submission and the ARCHITECT has given written acceptance to the specific deviation, nor shall the ARCHITECT'S favorable review relieve the CONTRACTOR from responsibility for errors or omissions in the shop drawings.

R.

1.03 SHOP DRAWINGS

A. Submit newly prepared information, drawn to accurate scale. Highlight, encircle or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project will not be approved as Shop Drawings.

B. Shop Drawings shall include fabrications and installation drawings, setting diagrams, schedules, patterns, templates, and similar drawings. Include the following information:
   1. Dimensions.
   2. Identification of products and materials included.
   3. Compliance with specified standards.
   4. Notation of coordination requirements.
   5. Notation of dimensions established by field measurement.

C. Sheet Size: Native size as appropriate for information conveyed. Where feasible, submit Shop Drawings on sheets at least 8½ inch x 11 inch, but not larger than 30 inch x 42 inch.

D. No portion of work requiring shop drawings shall be commenced until the shop drawings have been returned with a favorable review by the ARCHITECT.

1.04 PRODUCT DATA

A. Mark each copy to identify applicable products, models, options and other data. Supplement manufacturers' standard data to provide information unique to this Project.

B. Safety Data Sheets (SDS): Submit safety data sheets and chemical inventory list for materials brought to site with product submittals.

1.05 SAMPLES

A. Submit samples to illustrate functional and aesthetic characteristics of the Product with integral parts and attachment devices. Coordinate sample submittals for interfacing work.

B. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for ARCHITECT selection or in custom colors selected.

C. Include identification on each sample with full Project information.

D. Reviewed samples which may be used in the Work are indicated in individual specification sections.

1.06 MANUFACTURER'S INSTRUCTIONS

A. When specified in individual specification sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing in quantities specified for Product Data.

B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.07 MANUFACTURER'S CERTIFICATES

A. When specified in individual specification sections, submit manufacturers' certificate

to ARCHITECT for review in quantities specified for Product Data.

B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference date, affidavits, and certifications as appropriate.

C. Certificates may be recent or previous test results on material or product, but must be acceptable to ARCHITECT.

1.08 COORDINATED DRAWINGS

A. Submit drawings, which indicate routing, locations, sizes, types, and numbers of components in concealed spaces where potential conflict may occur between structures, mechanical, electrical, fire sprinklers, communications, and ceiling suspension systems.

B. Indicate locations of all ceiling penetrations and surface-mounted items. Provide cross sections at all areas to indicate proper support of ceilings and non-interference with work of other sections of the specifications. Cross sections shall indicate coordination required and proposed solutions for routing of elements where potential conflict exists. Reproduction of ARCHITECT'S reflected ceiling plan is not acceptable.

C. Drawings shall be based on field measurements, shop drawings and product data.

D. Conflicts shall be brought to CONSTRUCTION MANAGER'S and ARCHITECT'S attention immediately.

E. Submit to the CONSTRUCTION MANAGER, in writing, requests for clarification or interpretations that will affect the intent of the Contract Documents.

F. The coordinated drawings shall indicate each class of work in the affected area. The drawing or written submittal shall include CONTRACTOR'S recommendations for the solution of any potential conflicts as well as recommendations tendered by any work of any section of the specifications which may be affected thereby.

G. Submit the coordinated drawings in a scale of not less than 1/8" = 1'-0" with necessary sections and profiles at an appropriate, clearly readable enlarged scale.

H. The ARCHITECT will review the submittals, make appropriate notations and comments to ensure the solution meets the intent of the Contract Documents and then return to CONTRACTOR for implementation.

I. The CONTRACTOR shall be responsible for the proper coordination of the work of all sections of the specifications in the execution of coordinated drawing. Any installation of materials, components or equipment under one section of the specifications without full and complete, agreement, knowledge, and consent by fabricators of adjacent or otherwise related or affected work will not be approved.

J. It shall be incumbent upon the CONTRACTOR that all fabricators of work involved in the execution of coordinated drawings be informed, consulted and advised in sufficient advance time to arrive at solutions where no extension of contract time or extra cost to the OWNER will be approved due to CONTRACTOR'S negligence in the expeditious, timely submittal of coordinated drawings.

K. Refer to Scope Summaries for other electronic file requirements.

1.09 DEFERRED APPROVALS

A. Prepare all necessary shop drawings and product data. Submit one (1) electronic copy.

B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this Project.

C. Where required by local municipalities submit to and obtain necessary approvals directly to municipality with copy submitted to CONSTRUCTION MANAGER.

D. Upon review and approval, submit one (1) electronic copy for Record Documents/use by the CONSTRUCTION MANAGER.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

PART 4 FORMS

4.01 SUBMITTAL FORM

SUBMITTAL FORM

CM #_____ (For CM Use Only)

PROJECT NAME: _____

CONTRACTOR NAME: _____

SUBMITTAL

_____ _____

BC # **SUBMITTAL #**

DATE: ___/___/___ **Title / Description:** _____

SPECIFICATION SECTION or DRWG. # :_____ **NO. COPIES SUBMITTED:** _____

NO. COPIES RETURNED: _____

TO: Tilden-Coil Constructors, Inc.

ATTN.: _____

CONTRACTOR CERTIFIES:

1. We have reviewed the attached submittal verifying products in this submittal, dimensions, adjacent work, and coordination of information is in accordance with the requirements of the work and contract documents and

2. We have reviewed and approved the field dimensions, the construction criteria, and has also made written notation regarding any information in the Shop Drawings and Submittals that does not conform to the Contract Documents. This Submittal has been coordinated with all other Shop Drawings and Submittals received to date by me as the CONTRACTOR and this duty of coordination has not been delegated to Subcontractors, material suppliers, the CONSTRUCTION MANAGER, ARCHITECT or the Engineers on this Project.

BY: _____ **DATE:** ___/___/___

CONTRACTOR'S Representative

FOR USE BY ENGINEER: **ENGINEER'S STAMP:**

_____ **NO EXCEPTIONS TAKEN**

_____ **MAKE CORRECTIONS NOTED**

_____ **REVISE & RESUBMIT**

_____ **REJECTED**

REMARKS:_____

_____

_____

_____

_____

_____

END OF SECTION

SECTION 01 33 26 - ELECTRONIC DOCUMENT CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Electronic document management through CONSTRUCTION MANAGER's CMiC software system – "CMiC Collaboration"

B. Requirements for processing:
   1. RFIs
   2. Submittals
   3. Pay Applications
   4. Manpower / Daily Work Journal
   5. Incident Reports
   6. Punchlist

C. Plan Sheet Access.

D. Access, Permission and Tutorial.

E. Hardware Requirements.

1.02 ELECTRONIC DOCUMENT MANAGEMENT

A. This project will utilize a web-based project management software called CMiC Collaboration and the CONTRACTOR is required to use. This web-based software is a collaborative tool which allows CONTRACTOR designated personnel continuous access through the internet to project data.

B. No additional software is required. CONSTRUCTION MANAGER provides instruction and video.

C. CONTRACTOR is responsible to visit the website as often as necessary to be kept fully appraised.

1.03 REQUIREMENTS FOR PROCESSING:

A. RFIs:
   1. CONTRACTOR shall upload RFIs through CMiC Collaboration.

   2. Any RFI from CONTRACTOR's subcontractor must be submitted by CONTRACTOR.

   3. CONSTRUCTION MANAGER will receive an automatic e-mail notification when RFI has been submitted. CONSTRUCTION MANAGER reviews RFI for completeness and clarity. CONSTRUCTION MANAGER forwards to architect for review and response.
      a. Only complete RFIs as defined in Section "01 26 10 Request For Information" are forwarded to architect for review.

   4. Once CONSTRUCTION MANAGER receives RFI response, CONSTRUCTION MANAGER will forward to CONTRACTOR. CONTRACTOR receives an automatic e-mail notification.

   5. In the event CMiC Collaboration is not functioning, CONTRACTOR to email RFI to CONSTRUCTION MANAGER.

B. Submittals
   1. CONTRACTOR shall upload submittal(s) through CMiC Collaboration.

   2. CONSTRUCTION MANAGER receives an automatic e-mail notification when submittal(s) has been submitted. CONSTRUCTION MANAGER reviews for completeness and compliance before sending to the architect for their approval.
      a. Only complete submittals as defined in Section "01 33 00 Submittals" are forwarded to architect for review.

   3. Once CONSTRUCTION MANAGER receives submittal from architect, CONSTRUCTION MANAGER will forward to CONTRACTOR. CONTRACTOR will receive an automatic e-mail notification.

   4. Resubmittals shall follow the same procedure as mentioned above.

   5. In the event CMiC Collaboration is not functioning, CONTRACTOR to email submittal to CONSTRUCTION MANAGER.

C. Pay Applications
   1. CONTRACTOR's monthly progress payments is processed through CMiC Collaboration and GC Pay.

   2. The draft billing shall be in accordance with Division 00-General Conditions or the Supplemental General Conditions.

   3. In the event CMiC Collaboration is not functioning, the billing process shall be in accordance with Division 00-General Conditions or the Supplemental General Conditions.

D. Manpower and Daily Work Journal
   1. CONTRACTOR shall submit their Daily Work Journal in CMiC Collaboration via "Veriwolf Mobile" mobile using a job specific QR code.

   2. CONTRACTOR to initiate each daily work journal by 8am by identifying their manpower.

   3. CONTRACTOR to complete daily work journal, pre-shift, and safety tool box meetings before leaving the project site.

   4. All workers must register on the "Veriwolf Mobile" site using the project specific QR code, and complete the safety video and quiz.

   5. All workers on-site must check-in daily using the "Veriwolf Mobile" either individually using the QR code or by their foreman.

   6. In the event CMiC Collaboration is not functioning, CONTRACTOR shall:
      a. Report manpower by 8am to CONSTRUCTION MANGER Superintendent.
      b. Use the Daily Work Journal form provided herein and submit before leaving the site.

E. Incident Reports
   1. CONTRACTOR is required to upload incident reports in CMiC Collaboration the day

of the incident.

2. In the event CMiC Collaboration is not functioning, CONTRACTOR to provide a copy of the incident report to CONSTUCTION MANAGER the day of the incident.

F. Punchlist
1. CONTRACTOR's punchlist is published in CMiC Collaboration.

2. CONTRACTOR to access CMiC Collaboration to obtain.

3. In the event CMiC Collaboration is not functioning, CONSTRUCTION MANAGER will provide an electronic copy of CONTRACTOR'S punchlist to CONTRACTOR for their use and resolve.

1.04 PLAN SHEET ACCESS

A. Access to all plan sheets is provided to CONTRACTOR.

1.05 ACCESS, PERMISSION and TUTORIAL

A. Access rights to CMiC Collaboration is initiated by the CONSTRUCTION MANAGER.

B. CONTRACTOR to identify designated personnel such as project manager and field personnel as well as, provide the following information noted herein and forward to CONSTRUCTION MANAGER.
1. Contact Name
2. Position
3. Email address

C. Upon receipt of designed personnel information, CONSTRUCTION MANAGER sends email invite to designated personnel. The email will be from invites@cmic.ca. This email is the link to register and provide access into the CMiC system.
1. Please note, this email may potentially be marked as spam, check the junk/spam folder as not to miss the email.

D. Registration and Access Steps
1. Open invites@cmic.ca email.
2. Click on "Join Team".
   a. This will redirect to a self-enrollment website. Follow the prompts to enter in your email address and choose your password. A confirmation email will be sent.
3. Once this process is finished, open your preferred browser, and go to the following website: https://cmiccollaborate.com/. Enter in your email address and newly created password.
4. When successfully logged in, the CMiC Project Gateway homepage will appear. This is the central location to access the project. Locate and click on the project.
   a. Access to RFIs, submittals, and plan sheets will be available.

E. Tutorial Video
1. A tutorial video has been created to assist becoming more familiar with CMiC.
   a. Go to link to access video: https://youtu.be/i8kwNEenwTA

1.06 HARDWARE REQUIREMENTS

A. CONTRACTOR shall equip designated personnel with a portable computer device or phone to enable designated personnel access to CMiC Collaboration.

B. CONTRACTOR to ensure that designated personnel are equipped with portable computer device or phone for the duration of the project.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 CONTRACTOR DAILY WORK JOURNAL

A. CONTRACTOR'S report must identify each of the following:
   1. List the schedule activity number(s) under construction that day.
   2. Total number of personnel on the project that day.
   3. Estimated 100% completion date of each activity or activities currently under construction that day.
   4. Specific problems, if any, with the actions and/or inactions of other CONTRACTORS, the OWNER, CONSTRUCTION MANAGER, ARCHITECT, consulting engineers, or the contract documents, which are preventing CONTRACTOR'S work from being properly completed per the schedule.

B. Any delay shall be communicated in accordance with General Conditions - Notice by CONTRACTOR.
   i. In NO case, will CONTRACTOR'S Daily Work Journal be used as a "Notice by CONTRACTOR".

PART 4 FORMS

4.01 CONTRACTOR'S Daily Work Report (DWR)

CONTRACTOR'S DAILY WORK REPORT

Project Name: _____

Contractor: _____

By: _____

Date: _____

MANPOWER ON THE PROJECT:

TRADE	CLASS	NAME	HRS.	TRADE	CLASS	NAME	HRS.

EQUIPMENT ON THE PROJECT:

TYPE	OWNED BY	HRS.

MATERIALS RECEIVED TODAY

TYPE	SUPPLIER'S NAME	HRS.

DESCRIPTION OF WORK PERFORMED (Example: Building #, Locations, Linear Footage, Cubic Yard, Etc.)

Activity #: _____

Building: _____

Location: _____

Further Information: _____

Daily Safety Inspection of Work Area Made? Yes ☐ No ☐

Employee Injury Reported? Yes ☐ No ☐ If yes, attach injury report.

END OF SECTION

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SECTION 01 35 00
SAFETY PROGRAM

PART 1 – INTRODUCTION AND BASIC ELEMENTS

1.1 RELATED DOCUMENTS AND PROVISIONS

A. All Contract Documents should be reviewed for applicable provisions related to the provisions in this section, including without limitations:
   1. Drawings and Specifications.
   2. General Conditions, Special Conditions and Supplementary Conditions.
   3. Summary of Work.
   4. Other General Requirements.
   5. Local, State and Governing Agencies.
   6. Applicable Cal/OSHA Standards (Title 8).
   7. Referenced consensus standards, including ANSI, NFPA, (where applicable).

1.2 Definitions

A. Competent Person – One who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous and is knowledgeable of applicable regulations and who has authorization to take prompt corrective measures to eliminate risks or prevent personnel exposure to hazardous conditions.

B. Globally Harmonized System Program (GHS) – Federal required program which includes providing and maintaining project related Safety Data Sheets (SDS), providing chemicals to be used and inventory protocol, and providing a list of hazardous substances and their use.

C. Hazardous Communication Program (HCP) – CAL OSHA required program which includes providing and maintaining project related Safety Data Sheets (SDS), providing chemicals to be used and inventory protocol, and providing a list of hazardous substances and their use.

D. Incident – An unexpected happening causing a "near miss", loss, or injury, including without limitation, accidental or unanticipated events involving personal injury, illness or property damage.

E. Job Hazard Analysis (JHA) – A task-driven planning document used to help ensure every task receives proper safety assessment and planning.

F. Personnel – Any person employed by Prime Contractor and/or business, firm, person, including but not limited to deliveries, suppliers, and vendors that has an agreement with Prime Contractor, in which Prime Contractor has a contract agreement with Owner that is providing services to the project site.

G. Qualified Person – A designated person who by possession of a recognized degree, certificate, or professional standing, or who, by extensive knowledge, training and experience, has successfully demonstrated his/her ability to solve and resolve problems with the ability to safely perform all assigned duties and, when required, is properly licensed in accordance with federal, state, or local laws and regulations.

H. Site Specific Safety Plan (SSSP) – A written plan communicating how the work will be done safely taking into consideration personnel, others on the project site, inspectors, visitors, and the general public.

I. Prime Contractor – A business, firm, person that has a contract agreement with Owner.

J. Subcontractor - A business, firm, person that has a contract agreement with Prime Contractor, in which Prime Contractor has a contract agreement with Owner.

K. Supervisor - One who is trained and certified to identify existing and predictable hazards in the surroundings or working conditions and who has authorization to take prompt corrective measures to eliminate them.

1.3 General Safety Understanding

A. Prime contractors are responsible for their means, methods, techniques, sequences or procedures for safety in connection with their work. Construction Manager shall not have control over, charge of, or responsibility for Prime Contractor's or their Subcontractor's means, methods, techniques, sequences or procedures for safety, nor shall the Construction Manager be responsible for acts of omission by Prime Contractors, their Subcontractors, agents, employees, or any other persons performing portions on behalf of Prime Contractors.

B. Safety requirements are the responsibility of the Prime Contractor and their subcontractors.

C. Any sub-tier to a Prime Contractor is responsible to comply with the safety requirements.

D. Prime Contractor is responsible to ensure their sub-tier complies with these responsibilities.

E. Prime Contractor retains sole responsibility for regulatory compliance and the means and methods employed to implement the contents of their Program.

F. The requirements set forth in this Section are complementary to, and do not supersede, the requirements of the General Conditions, General Requirements, Governing Agencies or other provisions of the Contract Documents pertaining to safety. In the event of a conflict between or among provisions relating to safety or protection, the provision that requires the greater degree and higher level of action, care, caution or protection shall govern.

G. Prime Contractor shall comply fully with all Federal, State and/or local safety related laws, orders, citations, rules, regulations, standards and statutes.

H. Prime Contractor shall comply with safety, health, and environmental laws and regulations of safe work practices. This section is NOT intended as a complete safety program.

I. Prime Contractor shall comply with Site Specific Safety Plan (SSSP) requirements. These requirements are to be followed in addition to the Prime Contractor's Injury and Illness Prevention Program (IIPP).

J. Any information or submittals provided to Construction Manager shall be reviewed solely to verify the content of the Prime Contractor's submittal(s) and for record.

1.4 General Requirements

A. The Prime Contractor has sole responsibility, on a twenty-four (24) hour day, seven (7) day week basis, for initiating, maintaining, supervising and enforcing all safety precautions and programs in connection with the performance of the Contract for the safety of their personnel, their subcontractors, the public, and the project site. This includes responsibilities for vendors, delivery and transportation services, and service providers at the project site. No actions, inspection or approvals by the Owner, Owner's Program Manager, Construction Manager, or other person acting on behalf of the Owner shall diminish such Prime Contractor responsibility.

B. Prime Contractor shall make Construction Manager immediately aware of:
   1. Any unique safety, health, or environmental concerns related to their work and make timely efforts to notify other affected prime contractors working on project site and protect the public from hazards.
   2. Any safety or health inspections or other actions by Cal/OSHA, EPA, AQMD, Water Control Board, Health Department, or other Governmental Authorities.

C. If Prime Contractor or their subcontractor employs non-English speaking personnel, the Prime Contractor and/or subcontractor shall have a supervisor (superintendent or foreman) proficient in English and the foreign language(s).

D. Prime Contractor shall be responsible to secure and comply with all permits, such as, but not limited to: excavations, tower cranes, temporary elevators, asbestos abatement, lead abatement, air permits, water permits, and hazardous waste generation. All permits are to be forwarded to the Construction Manager.

E. Prime Contractor is responsible for maintaining all postings required by applicable laws and the contract documents, such as, but not limited to, the Cal/OSHA poster, Cal/OSHA 300 & 301 logs, first aid register, accident reports, equipment inspection records, and health and safety training records for personnel.

F. Prime Contractor shall provide first aid kit/supplies in accordance with Cal/OSHA for their personnel and comply with governing regulations.

G. Prime Contractor shall provide fire extinguishers of the appropriate size and type to be used and in accordance with NFPA recommendations for the type of exposure and the Site Specific Safety Plan.

H. Prime Contractor shall ensure that no alcohol, firearms, weapons, animals, or controlled substances enter or are at the project site. Prime Contractor shall immediately and permanently remove from the project site any personnel found in violation of this provision.

I. No radios, headphones, earbuds, ipods, MP3 players, music devices of any type or speakers are permitted on the project site.

J. No glass bottles are permitted.

K. Loose or frayed clothing, dangling ties, finger rings, etc. shall not be worn around moving machinery or other sources of entanglement.

L. Machinery shall not be repaired or adjusted while in operation, nor shall oiling of moving parts be attempted, except on equipment that is designed or fitted with safeguards to protect the person performing the work.

M. Do not work under vehicles or equipment or machinery supported by jacks or chain hoists without protective blocking that will prevent injury if jacks or hoists should fail.

N. Do not operate any motorized equipment, tractors, skip-loaders, forklifts, heavy equipment, and carryalls on surfaces, terrain, and slopes not permitted by the manufacture.

O. Pickup and/or delivery of supplies or equipment shall be limited to normal working hours (7:00 a.m. - 3:30 p.m.) unless previously arranged with Construction Manager.

P. Construction Manager shall designate a construction entry to the project site.

Q. Construction Manager shall designate a staging area so as not to interfere with the normal function of the Owner's operation.
   1. If Prime Contractor requests additional staging and space permits, location and ingress/egress shall be coordinated in advance with Construction Manager. Additional fencing is at Prime Contractor's expense.

R. Parking areas shall be reviewed and coordinated with Construction Manager in advance. No parking or material storage is to occur under the drip line of trees or in areas that could otherwise be damaged.

S. When working in or around occupied areas; tenants, users, and the public have the right-of-way.
   1. All project sites have been declared "drug-free zones". No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds or adjacent owner property.
   2. Smoking, E-cigarettes and the use of any tobacco products is prohibited on the project site or adjacent property.
   3. Foul language, unacceptable and/or loud language is prohibited. "Cat calls" or other derogatory language is prohibited.
   4. No clothing exhibiting profanity is permitted.
   5. No interaction with tenants, users and the public is permitted.
   6. Prime Contractor shall observe the noise ordinance and mitigate at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations.
   7. If portable lights are used after dark, all light must not be directed into neighboring property.
   8. All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and coordinated with Construction Manager in advance. Any damage will be repaired to the pre-damaged condition by the Prime Contractor.
   9. When on an active campus:
      a. No interaction with students, staff or faculty is permitted.
      b. Driving on the premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the premises shall be five (5) miles per hour (maximum) or less if conditions require.

T. Failure to follow these directives could result in individual(s) being suspended or removed from the project site at the discretion of Construction Manager. The same rules and regulations shall apply equally to delivery personnel, inspectors, consultants, and other visitors to the project site.

U. News Media
   1. Project site incidents resulting in news media coverage shall be immediately reported to the Construction Manager.
   2. Any questions from news media personnel (radio, television, and newspaper) must be referred to the Construction Manager.

PART 2 – PRIME CONTRACTOR AND SUBCONTRACTOR RESPONSIBILITIES

2.1 General Responsibilities

A. Shall have all applicable Cal/OSHA regulations available for use and reference at the project site.

B. Responsible to design and implement Site Specific Safety Plan (SSSP) and submit to Construction Manager for review.

C. Shall ensure their personnel are properly trained and instructed for all work that require specific training and/or competency to meet all applicable Cal/OSHA regulations, state and federal law, and the requirements herein.

D. Responsible for disposal on a daily basis, all rubbish and debris generated by its work.

E. Responsible for ensuring that prompt corrective action is taken when they are made aware of any safety issues and/or concerns.

F. Forward to Construction Manager a copy of any citation or warning for record.

G. "Competent Person", "Qualified Person" or "Supervisor" shall be readily available at the project site during activities requiring same.

2.2 Pre-Construction / Preparatory Meeting(s)

A. Prior to the start of work, Prime Contractor shall submit to Construction Manager a copy of the items listed herein. If not applicable at the time of the meeting, Prime Contractor shall submit a copy no later than 7 calendar days before the activity commences:

1. Code of Safe Practices.
2. Project specific Injury and Illness Prevention Plan (IIPP).
3. Heat Illness Prevention Plan (HIPP).
4. Hazard Communication/Globally Harmonized System (GHS) Program which includes:
   a. Safety Data Sheets (SDS).
   b. Chemical inventory list.
   c. Hazardous substance list.
   d. Refer to section 3.23 for additional information.
5. First Aid/CPR trained personnel on the project site and their expiration dates.
6. Operator's certification and documented training:
   a. Required certification.
      I. Forklift (expires 3 yrs).
      II. Crane (expires 3 yrs).
   b. Documented training on safe operations.
      I. Boom-lift.
      II. Scissor lift.
      III. All other equipment.
7. List of Prime Contractor's: "Competent Person(s)", "Qualified Person(s)", "Licensed", or "Supervisor(s)" as defined by OSHA for the activities noted below. Refer to Exhibit "C.1" for the Competent Person Designation form. Prime Contractor to fill this out and submit to the Construction Manager.
   a. Asbestos Abatement (Refer to section 3.2) ..... Competent
   b. Burning, Welding and Hot Work (Refer to section 3.4) ..... Competent
   c. Confined Space (Refer to section 3.8) ..... Competent
   d. Crane Picks & Critical Lifts (Refer to section 3.10 & 3.11) ..... Qualified
   e. Demolition (Refer to section 3.12) ..... Qualified
   f. Electrician (live circuits) (Refer to section 3.13) ..... Qualified
   g. Explosives (Refer to section 3.17) ..... Licensed
   h. Fall Protection (Refer to section 3.18) ..... Competent and Qualified
   i. Ladders (Refer to section 3.30) ..... Qualified
   j. Lead Abatement (Refer to section 3.31) ..... Supervisor
   k. Pile Driving (Refer to section 3.36) ..... Competent
   l. Powder Actuated Tools (Refer to section 3.37) ..... Qualified
   m. Scaffold (Refer to section 3.40) ..... Competent
   n. Silica and Dust Exposure Protection (Refer to section 3.41) ..... Competent
   o. Steel Erection (Refer to section 3.42) ..... Competent
   p. Trench and Excavation (Refer to section 3.45) ..... Competent

8. Site Specific Safety Plan (SSSP) (Refer to section 2.1.B)
   a. Communicates how the work will be done safely taking into consideration personnel, inspectors, visitors, and the general public (e.g. students, faculty, and pedestrians). This plan shall include, but not necessarily be limited to:
      i. Confined Space ..... (Refer to section 3.8)
      ii. Crane Picks and Critical Lifts ..... (Refer to section 3.10 & 3.11)
      iii. Demolition ..... Refer to section 3.12)
      iv. Explosives ..... (Refer to section 3.17)
      v. Fall Protection ..... (Refer to section 3.18)
      vi. Job Hazard Analysis (JHA) ..... (Refer to section 2.4)
      vii. Lead Abatement ..... (Refer to section 3.31)
      viii. Lockout/Tagout (LOTO). ..... (Refer to section 3.33)
      ix. Precast, Pre-fabricated Concrete, Tilt-up Panels ..... (Refer to section 3.38)

x. Respirator Protection ..... (Refer to section 3.39)
xi. Scaffold ..... (Refer to section 3.40)
xii. Silica and Dust Exposure Protection ..... (Refer to section 3.41)
xiii. Traffic Control, Flagging, Operations and Plate Bridging ..... (Refer to section 3.44)
xiv. Trench and Excavations (20' or greater) ..... (Refer to section 3.45)

2.3 Project Safety Orientation and Training

A. Personnel must attend a project site safety orientation conducted by the Construction Manager before personnel starts.
   1. During the orientation, Prime Contractor shall provide a copy of the appropriate required equipment certification and/or documented training as noted in 2.2.A.6.

B. Prime Contractor is responsible to advise the Construction Manager of new personnel on the project site and coordinate project site safety orientation prior to the starting work.

2.4 Job Hazard Analysis (JHA)

A. Developed by the Prime Contractor and/or its Subcontractor for critical activities identified by Prime Contractor, Subcontractor , Construction Manager, and/or Owner. This would include, but not limited to:

Personal fall arrest systems	Crane picks (74% or less of crane capacity)	Lead abatement
Live electrical work	Crane picks (75% or greater of crane capacity)	Use of explosives
Trench/Excavations (5ft or deeper)	Tilt-up	Work on or adjacent to road ways
Confined space	Asbestos abatement	Helicopter picks

B. The JHA's are to be completed by the Prime Contractor's supervisor familiar with the work activity to be performed.
   1. The JHA will break down the work activity into key steps, identify the hazards associated with each step, and the controls to either eliminate, avoid and/or protect against potential accident.
   2. Prior to commencing the work activity, the Prime Contractor's supervisor will review the completed JHA with personnel performing the work activity.
   3. Refer to Exhibit "C.2" for the form.

C. The JHA's will be kept by the Prime Contractor for future reference and a copy of the JHA will be submitted to Construction Manager.

2.5 Pre-shift Meeting

A. A pre-shift production and safety meeting shall be conducted at the start of each shift.
   1. Refer to Exhibit "C.3" for the form.

B. These meetings shall:
   1. Review production activities for the shift.
   2. Review safety activities that are a component of the production activities.

C. The meeting at a minimum to focus on the following:
   1. Tasks for the shift.
      a. Applicable Job Hazard Analysis' (JHA's).
   2. Tools and equipment needed for those tasks.
   3. Materials needed for those tasks.
   4. Proper material handling techniques.
   5. Safe work procedures to perform those tasks.
   6. PPE needed to safely perform those tasks.
   7. Other pertinent information.
   8. Questions from personnel.

2.6 Injury and Incident Reporting

A. In the event of an Injury or incident, notify Construction Manager's Project Superintendent immediately. This includes any member of the general public, third party, and/or property damage.
   1. A detailed written report is to be furnished within twenty-four (24) hours of the injury or incident and shall include the following:
      a. Copies of all reports of any injury or incident involving other people (e.g. general public) or property damage caused by their actions.
      b. Signed statements from witnesses of their observations. Witness statements shall contain the name and permanent address of the witness.
      c. Recommendations to prevent recurrence of the injury or incident.
      d. How the report will be communicated to all personnel (e.g. tailgate meeting).
         i. Submit to Construction Manager, sign-in sheet, the same day they are conducted.

B. Notify Construction Manager's Project Superintendent the same day of any "near-miss" incidents.

2.7 Safety Meetings

A. Weekly safety meetings are to be conducted in compliance with Cal/OSHA standards, which address the specific hazards associated with their trade. Provide a copy of attendees with their signature along with the meeting minutes to Construction Manager weekly.

B. A Superintendent and/or Foreman shall be present at all Construction Manager scheduled safety/coordination meetings.

C. All prime contractors will attend any meeting, such as an "all hands safety meeting", scheduled by Construction Manager related to safety.

2.8 Safety Inspections

A. Prime Contractor shall designate a project site safety representative (e.g. Superintendent, Foreman), who shall conduct and document a safety inspection of their work areas and submit a copy to Construction Manager the same day the inspection was performed. Safety inspections are to be conducted daily and more frequently if necessary. Any conditions that may affect the safety of persons or property will be noted in writing for correction by the creating prime contractor.

2.9 Disciplinary Policy and Enforcement

A. A plan for disciplinary action for violations of known safety requirements shall be part of the Prime Contractor's IIPP.

B. This program is the minimum safety standards established for this project site and is not intended to take the place of a Prime Contractor's Disciplinary Policy.

C. Construction Manager reserves the right to stop Prime Contractor's work if Construction Manager believes Prime Contractor is not performing their work in compliance with any applicable safety laws or regulations or agreed upon safety action plan/program (e.g. JHA, Crane pick plan). The work activity will cease until corrective action is taken by the Prime Contractor. If Prime Contractor fails to take corrective action, Construction Manager, in its discretion, shall have the right, but not the obligation, to take corrective action and to charge the cost and/or expense thereof against Prime Contractor.

D. The Prime Contractor agrees to enforce compliance with the following disciplinary actions as a result of committing a safety violation:
   1. Action Level One (1) – If Construction Manager observes that Prime Contractor has failed to comply with any safety requirements applicable to the work, Construction Manager will have the right, but not the obligation, to issue a written Safety Notice to the Prime Contractor.
   2. Action Level Two (2) – If an observed non-compliance with safety requirements is not corrected by Action Level One, or if the Prime Contractor repeatedly fails to comply with the safety requirements

applicable to the project site, Construction Manager shall have the right, but not the obligation, to issue a second written Safety Notice to the Prime Contractor and it's surety.

a. The Prime Contractor may not resume work until Construction Manager and the Prime Contractor's reputed Executive in charge, such as its President or Operations Manager, have met and the Prime Contractor has demonstrated that it is prepared and able to take specific and adequate corrective actions.
b. Construction Manager may, in the exercise of its sole discretion, require of Prime Contractor to include in their corrective actions, but are not limited to, the following:
    i. Removal of certain Prime Contractor or subcontractor personnel from the project site.
    ii. Alteration of the Prime Contractor's or subcontractor's job procedures.
    iii. The Prime Contractor shall not resume work until proposed corrective actions are reviewed by Construction Manager and has agreed to the work proceeding. Construction Manager will document the meeting results in the form of meeting minutes, a copy of which will be provided to the Prime Contractor and maintained at the project site.

3. Action Level Three (3) – If Action Levels One and/or Two do not result in the Prime Contractor's performance being brought into compliance with applicable safety requirements, then other actions, including, without limitation, contract termination may result.
4. Nothing stated under 2.9 (above) shall be interpreted as creating or implying any obligation on the part of the Owner or Construction Manager to issue any notices, whether formal or informal, to Prime Contractor in the event of an incident or of circumstances involving the risk of an incident. Notices issued to Prime Contractor, whether or not in the forms suggested above, shall be complied with by Prime Contractor. Nothing stated herein shall be interpreted as limiting any right's or remedies to the exercise of procedures set forth in this section.
5. IMMINENT DANGER (any conditions or practices in any place of employment which are such that a danger exists which could reasonably be expected to cause death or serious physical harm) – Any imminent danger type safety violations shall result in immediate suspension and/or permanent removal. Any personal removed is not permitted on any Construction Manager's projects.

PART 3 – SAFETY STANDARDS

3.1 Air Monitoring Equipment (see Confined Space Entry for additional requirements)

A. Appropriate multi gas air monitoring equipment shall be used to test confined spaces, utility holes, cable vaults, pits, and similar spaces for flammable, toxic, or oxygen deficient atmospheres. The exposing prime contractor(s) is (are) responsible for the provision, maintenance, calibration and testing of equipment.

B. Air monitoring equipment must be tested and calibrated as required by the manufacturer before each use.

C. Prior to use, personnel must be trained per manufacturer requirements on the use, limitations and alarm modes of each air-testing device that is (are) used.

D. Personnel must immediately leave work area whenever an equipment alarm sounds due to:
    1. Low or high oxygen level (acceptable range is 19.5% - 23% oxygen).
    2. Combustible gas above 10% lower explosive limit (LEL).
    3. Hydrogen Sulfide reaches permissible exposure limit of 10 ppm, or other toxic gas level reading.
    4. Sensor failure.
    5. Low battery alarm.

3.2 Asbestos

A. Abatement Prime Contractor must be licensed in accordance with applicable State, Federal, and Local requirements to perform removal and disposal of asbestos containing material and encapsulation.

B. The Prime Contractor shall ensure personnel are trained in asbestos awareness to identify ACM and PACM.

C. Upon discovery of any asbestos containing materials (ACM) or presumed asbestos containing materials (PACM), Prime Contractor shall stop work in such areas and notify Construction Manager.

D. All asbestos abatement and removal work must follow all regulations of Cal/OSHA, the Environmental Protection Agency (EPA), and the applicable Air Quality Management District (AQMD).

E. Abatement Prime Contractor's Competent Person shall:
   1. Conduct an exposure assessment immediately before or at the initiation of the operation to ascertain expected exposures during that operation or workplace.
   2. Shall make frequent and regular inspections:
      a. Class I jobs, project site inspections shall be made at least once during each work shift, and at any time when requested by personnel.
      b. Class II, III and IV jobs, project site inspections shall be made at intervals sufficient to assess whether conditions have changed and at any time when requested by personnel.
   3. For Class I or II asbestos work, perform or supervise the following duties, as applicable:
      a. Set-up regulated area, enclosures, or other containments; ensure integrity of containments, control entry/exit from enclosure or area.
      b. Supervise personnel exposure monitoring.
      c. Personnel must wear respirators and protective clothing.
      d. Ensure personnel set up, use and remove engineering controls, including personal protective equipment, hygiene facilities, decontamination procedures, proper work practices, and notification requirements.

3.3 Barricades and Signage

A. Temporary perimeter fencing may be provided by the Construction Manager. Prime Contractor to refer to logistics plan, subcontract agreement or any other contract document that may communicate the limits of perimeter fencing being provided by the Construction Manager. Prime Contractor to provide the following as a minimum:
   1. Barricades are required around excavations, holes or openings in floor or roof areas, edges of roofs and elevated platforms, overhead work and overhead utilities, and wherever necessary to warn or protect against falling in, through or off. Barricades must be suitable for the area of use.
   2. To ensure the safety of the general public, Prime Contractor shall provide and maintain adequate protection, such as chain-link fences, gates and barricades, to separate work areas from areas outside project site limits. Barricades must be suitable for the area of use.
   3. Barricades may also be used to isolate people from work activities as required by the activity, potential hazards created by the activity, or the location of the activity. Barricades must be suitable for the area of use.

B. Chain-link Fencing:
   1. Shall be free from barbs, excessive galvanizing material that may form sharp projections (icicles), or other projections that may cause injury.
   2. Must be in good repair and installed to ensure stability of the fencing from being knocked over.
   3. Must be installed/braced to prevent being blown over during windy conditions.
   4. Base supports shall be installed/placed to eliminate tripping hazards when fencing is placed adjacent to sidewalks and walkways.

C. Prime Contractor shall notify Construction Manager and obtain approval to remove any barricade (e.g. guardrails), and other perimeter protection (e.g. fencing) and/or floor opening covers.

D. Prime Contractor shall notify those affected by the removal of any barricade, perimeter protection and/or floor opening cover, and will be solely responsible, including providing additional temporary safety measures for area and those in the area during the period of temporary removal.

E. Prime Contractor shall immediately return to proper condition and maintenance, any barricade, perimeter protection and/or floor opening cover removed because of their work.

F. Prime Contractor shall provide appropriate signs (e.g. Powder Actuated Tool in Use).

3.4 Burning, Welding and Hot Work

A. Hot work includes, but is not limited to, the following activities: grinding, cutting, welding, burning, brazing or soldering, heating, hot air welding or other operations that generate heat, flames, arcs, sparks or other source of ignition.

B. Prime Contractor shall have a written Hot Work Program for fire prevention during hot work activities.

C. Prime Contractor shall procure and post all permits necessary for hot work as required by the Fire Marshal or Fire Code having jurisdiction over the project site. The Prime Contractor shall attain a copy of all permits before starting any work.

D. Prior to performing hot work, evaluate the following: type of hot work to be performed, project site preparation, atmospheric conditions, use of appropriate personal protective equipment, and firefighting equipment.

E. Project site preparation should include a survey for the following: combustible materials; hazards posed by heat transfer; flammable, corrosive, or toxic residues; equipment linings, appropriate lockout/tagout applications, and housekeeping.

F. Prime Contractor's Competent Person shall:
   1. Notify Construction Manager of hot work activity.
   2. Inspect the work area(s) for safety factors and assure fire extinguishers or other firefighting equipment are present.
   3. Attach the hot work permit to the fire extinguisher or other fire fighting equipment that will be present during the activity.

G. Fire extinguishers rated at least 10B:C, and/or other fire protection equipment are to be provided by the Prime Contractor for each hot work operation in accordance to Cal/OSHA and local Fire Marshal / Fire Code requirements.
   1. This equipment shall be located on the same elevation(s) of the work and within 25 feet of the hot work activity.

3.5 Clothing and Personal Protective Equipment (PPE)

A. Without limitations to any other requirements of applicable laws or the contract documents, Prime Contractor and subcontractor are responsible for providing all Personal Protective Equipment (PPE) for their personnel (e.g. hard hats, safety glasses, face shield, harness, lanyard, N-95 particulate mask, respirator, high visibility vest, and hearing protection).

B. PPE must be properly fitted and suitable for protection from existing hazards.

C. Provide adequate training for the use of PPE that personnel will wear and/or use as required by applicable Cal/OSHA standards.

D. The minimum PPE requirements of the project:
   1. Hard hats (ANSI Z89.1 or equivalent) shall be worn at all times (100%) while on the construction project site, except in the break areas and construction offices.
      a. Welders must wear a hard hat when using welding hoods.
      b. No metal hard hats, "cowboy" style hard hats, or bump caps allowed.
   2. Safety glasses (ANSI Z87.1 or equivalent) that meet Cal/OSHA standards for the exposure shall be worn at all times (100%) while on the construction project site, except in the designated break areas and construction offices. This includes those with prescription eye wear.
   3. High visibility vests (Class 2 vest) required; safety orange, green or yellow, shall be worn at all times (100%) and must be the outermost garment while on the construction project site, except in the break areas and construction offices.

a. ANSI 107-2010 Class 3 vests are required for personnel with high task loads in a wide range of weather conditions and where traffic exceeds 50 mph. These work activities could include but not limited to all personnel, vehicle operators, utility personnel, survey crews, emergency responders, and railway.

4. Construction work boots (ANSI Z41.1 or equivalent) shall be worn at all times during the course of all construction activities. They must be substantial leather boots with good rubber soles.
   a. Additional foot protection (e.g. metatarsal guards, steel toe) may be required if there is a danger of foot injury due to falling objects, rolling objects, or chemical exposure (e.g. chemical resistant type rubber boot). Metatarsal guards are required when operating a wacker, jack hammer, and jumping jack tamper.
   b. Loafers, sandals, tennis shoes, running shoes, or open-toed shoes are not proper work shoes and are not permitted.
5. Long Pants are required at all times. No sweat pants.
6. Shirts must have a minimum four (4) inch sleeve length over shoulders and shall be worn at all times.
   a. Tank tops, cut-offs, net shirts, sleeveless shirts are prohibited.
   b. No questionable, profanity and/or vulgar images, words or logos are allowed on shirts or other visible clothing apparel.
7. Hand Protection may be required if there is a danger to hand injury due to cuts, burns, electrical current, or harmful physical or chemical agents. Protective gloves are required when working with wet concrete.
8. Hearing Protection devices shall be used to protect from noise levels which exceed 90dBA.
9. Face Protection may be required when:
   a. There is an inherent risk from flying particles or injurious chemicals.
   b. Cutting, grinding or sanding of finished concrete or metals.
10. Respiratory Protection may be required if engineering or operational controls are not feasible for limiting harmful exposure to airborne contaminants.

3.6 Compressed Gas Cylinders, Gas Cutting and Welding

A. All cylinders must be secured and transported in an upright position at all times.

B. Oxygen and fuel gas cylinders must be separated at least 20 feet, or enclosed with a 5 foot high barrier with a ½ hour fire rating when in storage and placed away from potential contact that may rupture the tanks.

C. Cylinder valves shall be turned to the off position if left inactive for 30 minutes or longer.

D. Cylinders designed for valve protection caps must have the valve protection cap installed when in storage or when being transported.

E. Cylinders, hoses, and fittings shall be checked for leaks and damage on a regular basis.

F. Cylinders must be labeled as to the nature of their contents per NFPA requirements and the OSHA Hazard Communication Standards.

G. Cylinders shall not be taken into confined spaces.

H. Cylinder storage areas shall have appropriate warning signage posted.

I. Appropriate fire-fighting equipment must be provided for each cylinder storage area.

J. Torches and hoses shall not be left connected to cylinders overnight.

K. Torches and hoses shall not be stored in unventilated gang boxes or storage containers.

L. Flashback arrestors and check valves shall be installed in accordance with manufacturer's instruction on all oxygen-fuel torch sets.

3.7 Concrete and Masonry Construction

A. The creating prime contractor must guard all protruding reinforcing steel to eliminate impalement hazards.

B. Protective gloves are required when there is skin contact with wet concrete.

C. Concrete – Structural Concrete
   1. Do not remove any forms or shoring until a determination has been made by the testing lab that the concrete has gained sufficient strength to support its own weight and that of superimposed loads.
   2. Loads shall not be placed on newly constructed concrete structures or fill on decks until the concrete has reached its specified compression strength unless otherwise accepted by the structural engineer of record. Prime Contractor shall be the point of contact for information regarding this requirement.
   3. Where concrete shoring/reshoring is employed, a shoring/reshoring plan specific shall be available for review at the project site.
      a. Deviations from the shoring/reshoring plan will require the issuance of a new shoring/reshoring plan.
      b. The addition of superimposed loads on the floor (such as equipment and/or materials) that are not listed in the reshoring plan shall be construed as a deviation from the plan.

D. Concrete – Pouring and Pumping Operations
   1. Permanent and temporary power lines shall be identified prior to the start of a concrete pour. Appropriate safeguards shall be implemented for the pumping, pouring and finishing operations.
   2. A project site traffic control plan shall be established for concrete truck traffic. Trained Spotters and Flaggers shall be used as necessary for public and personnel safety.
   3. Those involved in pouring and finishing activities shall have appropriate personal protection equipment (PPE), including gloves, mud boots, over boots, rubber boots, and eye protection.
   4. Concrete truck washout receptacles shall be in an area acceptable to Construction Manager and located out of vehicular and pedestrian travel areas.
   5. Diapers or equivalent shall be provided for the pump and concrete trucks when the truck to pump transfer occurs in a public street or other public area.
   6. Provide a project site logistics plan for each pump location that includes provisions for concrete truck traffic routing and control, as well as pedestrian traffic routing and control (if applicable).

E. Coring, Cutting, Chipping, Drilling, Grinding, Profiling, and Sanding
   1. All areas of work are to be reviewed for possible impact to any existing conditions.
      a. Consider what is or may be on the other side of concrete that is being cored, cut or chipped (occupied area, system piping, embedded anchors, structural member, and soil).
      b. Consider what is or may be embedded in the concrete (conduit, reinforcing steel).
   2. If it is determined, there is any potential of embedded items in the concrete, a sub-surface investigation must be performed by the Prime Contractor (e.g. pacometer, ferro-scan, x-ray, and ground-penetrating radar). A twelve foot (12 ft) area on either side of the planned area shall be scanned.
   3. ANSI-Approved face shield and eye protection and the appropriate respiratory protection is required.
   4. Dry cutting, coring, chipping, drilling, grinding, profiling, and profiling of concrete or masonry is prohibited.
   5. Wet method or local exhaust ventilation is required to control respirable crystalline silica, dust and airborne particulates. Additional requirements can be found in section 3.38 – Silica and Dust Exposure Protection.

F. Masonry Construction
   1. Masonry walls shall be braced and/or supported as required by Cal/OSHA and/or local requirements.
   2. Clear Zone - Unauthorized personnel shall be prohibited from entering the work area.

3.8 Confined Space (See Air Monitoring for Additional Requirements)

A. Prime Contractor shall submit a written Program addressing confined space entry and rescue procedure.
   1. Must abide by the applicable Cal/OSHA standards for all confined space entry operations and furnish all appropriate personnel, equipment, and support.
   2. Obtain permits required for confined space entry programs. Submit a copy to Construction Manager for record.

B. Prime Contractor shall ensure that a Competent Person identifies all confined spaces in which their personnel may enter.

C. All confined spaces will be treated as permit required confined space until proven otherwise by the Competent Person.

D. Those entering must be trained in the hazards of confined space work, including operating and rescue procedures, the use of respiratory equipment, and instructions as to the hazards they may encounter.

E. Provide all necessary entry-rescue equipment required for all entries into confined spaces (e.g. tripod, full body harness and lifeline or equivalent) as required by the applicable Standard. Wrist straps may be used in designated areas instead of full body harness.

F. Prior to entry into a confined space, ensure all lines that may convey flammable, injurious, or incapacitating substances into the space are disconnected, blinded, or blocked off by other positive means in accordance with Lockout/Tagout (LOTO) regulations.

G. Prior to entry into confined space, test the air with an appropriate device or method for: (1) Oxygen content, (2) Flammable gases and vapors, and (3) Potential toxic air contaminants. A written record shall be made and kept at the project site.

H. The confined space shall be emptied, flushed, or otherwise purged of flammable or injurious substances to the extent feasible. Proper ventilation equipment is required.

I. Whenever an atmosphere free of dangerous air contamination and/or oxygen deficiency cannot be ensured, the Prime Contractor shall provide NIOSH approved respiratory equipment to personnel who are involved in a comprehensive respiratory protection program in accordance with applicable Cal/OSHA standards.

J. Where standby personnel are required, they must have a valid certificate in First Aid and CPR training from the American Red Cross, or equivalent training verified by documentary evidence.

K. Visual contact or two-way radio communication must be available at all times.

L. Must establish a means of communication with outside emergency services.
   1. Provide a 2-way form of communication:
      a. from inside to outside and
      b. outside to 911.
   2. This procedure must be made available to all those that enter and/or those on standby.

3.9 Connections to Utilities

A. The Prime Contractor shall not, nor allow any subcontractor to make any temporary service connections to electrical, water, air or steam utilities without prior approval of Construction Manager.

B. Temporary connections shall comply with all applicable Federal, State, and local regulations.

C. Temporary connections shall be inspected on a regular basis.

3.10 Crane Pick (Cranes, Boom Trucks and Rigging)

A. A written "Lift Pick" plan for all crane picks regardless of the capacity must be submitted to Construction Manager. The following documents must be included:
   1. Copies of the Crane Certifications (annual and quadrennial).
   2. Copy of the Crane Operator's Certification.
   3. The name and supporting documents for qualified riggers and signal persons, which will be provided by the Prime Contractor.
   4. Refer to Exhibit "C.4" – "Lift Pick & Critical Lift Pick" for the form.

B. Cranes and derricks exceeding three (3) tons rated capacity, and their accessory gear shall not be used until the employer has ascertained that such equipment has been certified as evidence by current and valid documents attesting to compliance with the following:
   1. Test and examinations shall be conducted annually by a currently licensed certificating agency or designee in the certificating agency license, and a certificate shall be issued by the certificating agency.
   2. Current annual and quadrennial inspection certificates shall be maintained on each crane.

C. A licensed certificating agency or designee in the certificating agency license shall re-inspect any crane that is involved in any incident or is damaged during set-up or operation, and a new certificate of inspection issued prior to being returned to service.

D. Only operators authorized by the Prime Contractor that are trained and certified in the safe operation of cranes or hoisting apparatus shall be permitted to operate such equipment.
   1. Operators shall have valid evidence of current Licensing or Certification in accordance with State and Local requirements.
   2. Operators not having such evidence shall not be permitted to operate applicable machinery.

E. Outriggers shall be fully extended during all lifts. If geometry factors prevent fully extending the outriggers, they need to be extended as far as possible and "off the rubber" load charts limits shall be used.

F. Picks "off the rubber" will not be permitted, regardless of load.

G. When required by the manufacturer's or certifying agent's instructions, outriggers shall be set so that wheels or crawler tracks within the boundary of the outriggers shall be relieved of all weight by the outrigger jacks or blocking.

H. Plates, pads or mats shall be used under the outriggers or crawlers of all cranes and shall be of suitable material and size to support the crane on the surface that it is set upon. The assembly of the plates, pads or mats shall be assembled with no air gaps.

I. All mobile cranes having either a maximum rated boom length exceeding 200 feet or a maximum rated capacity exceeding 50 tons shall be equipped with a load indicating device or a load movement device.

J. Any crane that meets the following, must file a Notice of Proposed Construction or Alteration (Form 7460-2) with the FAA for approval:
   1. Greater than 200 feet in height.
   2. Within 20,000 feet of a public and/or military airport and exceeds 100:1 (H:V) in surface elevation.

K. Cranes shall be equipped with a boom angle or a boom radius indicator and clearly legible load chart in clear view from the Operator's position.

L. An effective, audible warning and operating signal device (such as a horn) shall be provided on the outside of the crane. The controls shall be in easy reach of the Operator.

M. The Qualified Person shall:
   1. Visually inspects the crane, derrick or hoist's controls, rigging and operating mechanism prior to the first operation of any work shift.
   2. Records daily inspections by the operator or other Qualified Person shall be maintained on the crane and must be available for review upon request.
   3. Adjustments and repairs to the crane.
   4. Where the weight of the load being handled is unknown and may approach the rated capacity, shall determine the magnitude of the load unless the crane is equipped with a load-indicating device.

N. The Prime Contractor responsible for the hosting activity shall provide a Qualified Person to direct the lift. The Qualified Person shall see that:
   1. The crane is properly leveled for the work being performed and blocked where necessary.
   2. The load is well secured and properly balanced in the sling or lifting device before it is lifted more than a few inches.

O. A designated person shall monitor the clearance between crane booms, load lines, and loads, and power lines and alert the Operator when necessary.
   1. For power lines rated 50kV or less, minimum clearance between the lines and any part of the crane or load is 10 feet.
   2. Power lines rated over 50kV, minimum clearance between the lines and any part of the crane or load shall be at least 20 feet. If 20 feet is not achievable, the Prime Contractor shall schedule a formal meeting with Construction Manager to review clearance tables, de-energize power, and alternatives.

P. A qualified signal person shall be provided when the point of operation is not in full and in direct view of the operator unless a signaling or control device is provided. Only one person shall be permitted to give signals to the operator.

Q. A fire extinguisher of not less than 10-B:C rating shall be kept in serviceable condition and readily accessible to the Operator.

R. Operations shall be conducted and the job controlled in a manner to prevent loads from being passed directly over anyone, occupied workspaces, or occupied passageways.

S. Any personnel involved in the operation may give a "stop" signal if such a signal is warranted.

T. A legible chart depicting and explaining the system of crane signals used shall be conspicuously posted in the vicinity of the hoisting operation.

U. No one shall be permitted to ride on loads, hooks, or slings of any derrick, hoist, or crane.

V. Swing radius protection shall be provided where a rotating crane is positioned to operate in areas where people may be caught between rotating parts and fixed objects or non-rotating crane components.

W. Tag lines, restrain lines, or guide ropes shall be used on all loads except where their use presents a greater hazard. Such lines or ropes should be insulated to prevent shock, and shall not contain knots or splices that may snag on an object.

X. Cranes, hoists, or derricks shall not be left unattended while the load is suspended.

Y. Before leaving the crane unattended, the Operator shall:
   1. Land or properly secure any attached load.
   2. Disengage clutch (if applicable).
   3. Set travel, swing, boom brakes, and other locking devices unless otherwise specified by the certifying agents.

4. Put controls in the "off" position.
5. Stop the engine.
6. Secure the crane against accidental travel.

Z. Rigging, Slings, and Hooks
1. Hoisting hooks shall be of the safety latch-type.
2. Crane hooks with cracks or with deformation of throat opening more than 15% in excess of the normal opening, or more than 10-degrees twist from plane of unbent hook, shall be removed from service.
3. Ropes shall be inspected for proper lubrication, excessive wear, broken strands, and proper weaving.
4. Each day before use, slings and all fastening and attachments shall be inspected for damage or defects by a Qualified Person. Any wears showing deformation or damage will be permanently removed.
5. "Free Rigging" (lifting from forks of forklift without manufacturers engineering attachment) will not be permitted for any reason.
6. In order to determine proper time for replacement, a continuing inspection record shall be maintained for hoisting ropes. Conditions such as the following shall be reason for replacement:
   a. In running ropes, 6 randomly distributed broken wire in one rope lay, or 3 broken wires in one strand in one lay.
   b. Wear of 1/3 the diameter of the outside individual wires.
   c. Kinking, crushing, bird caging, or other damage resulting in distortion of the rope structure.
   d. In stranding ropes, more than 2 broken wires in one lay in sections beyond end connections or more than one broken wire at an end connection.
   e. Reduction of rope diameter below nominal diameter due to loss of core support, internal or external corrosion, or wear of outside wires.
7. Fixtures are usually attached to wire rope by the use of wire rope clips. The clips must be attached with the inside curve of the U-bolt against the dead, or short end of the wire rope, and flat clip (saddle) against the live, or long end of the wire rope.

8. Slings shall have permanently affixed tags stating the:
   a. Manufacturer's name or trademark.
   b. Rated capacity.

AA. Multiple lift shall only be performed if the following criteria are met:
1. A multiple lift rigging assembly is used.
2. A maximum of five members are hoisted per lift.
3. Rigging procedures shall prevent hazardous contact between the structural steel members being hoisted, adjacent structures or anyone.
4. Only beams and similar structural members are lifted.
5. Anyone engaged in the multiple lift have been trained in these procedures in accordance with Cal/OSHA.
6. No crane is permitted to be used for a multiple lift where such use is contrary to the manufacturer's specifications and limitations.
7. Components of the multiple lift rigging assembly shall be specifically designed and assembled to support the maximum capacity for the total assembly and for each individual attachment point. This capacity, certified by the manufacturer, shall be based on the manufacturer's specifications with a 5 to 1 safety factor for all components.
8. Multiple lift rigging assembly shall be rigged with members:
   a. Attached at their center of gravity and maintained reasonably level.
   b. Rigged from top down.
   c. Rigged at least 7 feet apart.
   d. The members on the multiple lift rigging assembly shall be set from the bottom up.

3.11 Critical Lift

A. Lifts that exceed 75% of the rated capacity of the crane or derrick, or requires the use of more than one crane, derrick, or lifting device; or is deemed a critical lift by the Owner or Construction Manager by reason of potential negative consequences to safety, structure, or schedule; in addition to the above requires the following:
   1. A Critical Lift Plan shall be prepared by a Qualified Person. The Qualified Person preparing the plan may be the crane operator, lift supervisor, or rigger and a copy provided to the prime contractor(s) and Construction Manager.
      a. The crane operator, lift supervisor, and rigger shall participate in the preparation of the plan.
      b. The plan shall be reviewed by, and signed by, all personnel involved with the lift.
      c. The plan shall specify the exact size and weight of the load to be lifted and all crane and rigging components that add to the weight. The manufacturer's maximum load limits for the entire range of the lift as listed in the load charts shall also be specified.
      d. The plan shall specify the lift geometry and procedures, including the crane position, height of the lift, the load radius, and the boom length and angle, for the entire range of the lift.
      e. The plan shall designate the crane operator, lift supervisor, and rigger, and state their qualifications.
      f. The plan will include a rigging plan that shows the lift points and describes rigging procedures and hardware requirements.
      g. The plan will describe the ground conditions, outrigger or crawler track requirements, and, if necessary, the design of mats necessary to achieve a level, stable foundation of sufficient bearing and capacity for the lift.
      h. The plan will list environmental conditions under which lift operations are to be stopped.
      i. The plan will specify coordination and communication requirements for the lift operation.
      j. For tandem or tailing crane lifts, the plan will specify the make and model of the cranes, the line, boom and swing speeds, and requirements for an equalizer beam.
   2. Refer to Exhibit "C.4" – "Lift Pick & Critical Lift Pick" for the form.
   3. Critical lift plans shall be submitted to the Construction Manager.

3.12 Demolition

A. Demolition work shall at all times be under the immediate supervision of a Qualified Person with the authority to secure maximum safety for personnel engaged in demolition work.

B. Obtain AQMD permit and forward a copy to Construction Manager.

C. Prior to permitting and the start of demolition operations, the Qualified Person shall make a survey of the structure to determine the condition of the framing, floors, and walls, and the possibility of an unplanned collapse of any portion of the structure. Any adjacent structure where personnel may be exposed shall also be similarly checked.
   1. The survey shall be in written form, kept on the project site and submitted to Construction Manager.

D. Utility companies shall be notified and all utility services shut off, capped, or otherwise controlled, at the building or curb line before starting demolition. The Prime Contractor is responsible to verify that these actions have been taken.
   1. The Prime Contractor shall develop an Emergency Call List for all known utility owners prior to the start of demolition activities.
   2. A project site plan shall be marked up to show the locations of known utilities, and the nearest identified shut-off valves/controls. Construction Manager shall be provided a copy. Verify that the shut-off valves/controls are working properly prior to work beginning.

E. Confirm existing alarm systems have been identified and taken out of service prior to commencing demolition operations. Alarm services shall be notified that the alarm will be taken out of service before taking the system out of service.

F. Determine any type of hazardous chemicals, gases, explosives, flammable materials, or similarly dangerous substances have been used in any pipes, tanks, or other equipment on the property.

G. When the presence of hazardous substances is apparent or suspected, Prime Contractor shall stop work and notify Construction Manager. Material such as but not limited to:
   1. Pipe-covering insulation, steel beam and column fire protection, HVAC duct, VCT, plaster, acoustical tile and flooring adhesive shall be surveyed for asbestos.
   2. Paint and ceramic tile shall be surveyed for lead.

H. During demolition, continuing inspections shall be made as the work progresses to detect hazards resulting from weakened, load burdened, or deteriorated floors or walls or loosened materials.
   1. Ensure that floor load limits are not exceeded during demolition operations.
   2. Disperse demolition equipment throughout the structure and remove demolished materials to prevent excessive loads on supporting walls, floors or framing.

I. Adequate dust control measures shall be provided during demolition, stockpiling and loading operations.

J. Walking across exposed floor joists, steel beams, or girders is prohibited.

K. Provide passage for others around the area of demolition. Conduct operations to prevent damage to adjacent buildings, structures, other facilities, and people.

L. Provide interior and exterior shoring, bracing, or support to prevent movement, settlement or collapse of structures to be demolished and to adjacent facilities.

M. Demolish concrete and masonry in sections. Use bracing and shoring to prevent collapse.

3.13 Electrical

A. Electrical work on live circuits will be only permitted by a qualified electrician. NFPA 70E arc flash requirements must be followed.

B. All temporary power panels shall have covers installed at all times by the Prime Contractor. All circuits must be clearly labeled.

C. Supply ground fault circuit interrupters (GFCI) for all temporary electrical wiring cords and equipment.
   1. GFCI shall be tested in accordance with manufacturer's requirements. Logs shall be maintained of all such testing.
   2. GFCI with an automatic reset feature are not permitted on the project site.
   3. Assured grounding may be used in conjunction with GFCI protection but is not permitted as an alternative to GFCI protection.
   4. Provide monthly inspections.

D. Temporary lighting shall not be suspended by its' extension/power cord.

E. Temporary lighting must be equipped with guards to prevent contact with the bulb.

F. Romex cable will not be permitted to be used as electrical cord.

G. Prime Contractor shall ensure that all temporary power cords are at least 12awg heavy-duty construction grade, are in good condition, and have correct voltage and amperage rating.

H. When feasible, all temporary power cords shall be secured above the floor to avoid trip hazards in walking and working surface areas.

I. Outdoor cables must be protected from damage from pedestrian and vehicle traffic.

J. Ground pins shall not be removed from electrical cords.

K. Damaged or defective tools and cords shall be removed from service.

L. Power tools must be double insulated or grounded properly and inspected prior to use.

M. Properly Lockout /Tagout (LOTO) any equipment within the Prime Contractor's responsibility. Control of the Lockout/Tagout is also the Prime Contractor's responsibility.

N. The Prime Contractor shall coordinate instances that require multi- prime contractor Lockout/Tagout activities.

3.14 Elevating Work Platforms and Aerial Devices (e.g. Boom-lift, Scissor-lift)

A. Only authorized and trained personnel shall operate an aerial device or elevating work platform. Training records shall be maintained on the project site for review.

B. All aerial devices or elevating work platforms will be subject to a comprehensive inspection. Aerial or elevating work platforms will need to be inspected daily before use. Noncompliant equipment will not be permitted.

C. Boom, basket, platform load limits specified by the manufacturer shall not be exceeded.

D. No one shall sit or climb on the edge of the basket or platform or use planks, ladders, guardrails or other devices to gain greater height.

E. No one shall work off of elevated work platforms or aerial devices when exposed to winds 30mph or greater.

F. Elevating Work Platforms:
   1. An elevated work platform is a device designated to elevate a platform in a substantially vertical axis (vertical tower, Scissor Lift).
   2. The railing protection shall be 42 inches high, plus or minus 3 inches, with a mid-rail at the half-way height point. Where the guardrail is less than 39 inches high, an approved personal ANSI certified fall protection system shall be used.
   3. Powered elevating work platforms shall have both upper and lower control devices. Controls shall be plainly marked as to their function and guarded to prevent accidental operation.
   4. An emergency stopping device shall be provided at the upper controls of elevating work platforms.

G. Aerial Device
   1. An aerial device is any vehicle-mounted or self-propelled device, telescoping extendible or articulating, or both, which is primarily designed to position personnel.
   2. Belting off to an adjacent pole, structure, or equipment while working from an aerial device is not permitted.
   3. Lift controls shall be tested in accordance with the manufacturer's recommendations or instructions prior to use to determine that such controls are in safe working condition.
   4. Aerial baskets or platforms shall not be supported by adjacent structures when personnel is on the platform or in the baskets while in an elevated position.
   5. While in an elevated aerial device, personnel shall be secured to the identified anchorage point through the use of a full body harness and lanyard for fall protection.

3.15 Emergency Action / Evacuation

A. Prime Contractor is obligated to notify the Construction Manager and the other prime contractors if their work activities will have an impact on the project site emergency action plan.

3.16 Equipment / Tools

A. Prime Contractor equipment and tools must be in proper working condition and routinely (e.g. daily or prior to use) inspected for defects and removed from use if found to be defective.

B. Any equipment or tool found to be damaged or defective must be removed from service and repaired before it can be returned to service.

C. Manufacturer's instructions shall be followed with respect to equipment/tool operation and training requirements.

D. Equipment is not to be used with loads that exceed the recommended rated capacity.

E. Prime Contractor is to use only their equipment and tools, and not those of other prime contractors, unless they are properly trained and authorized.

F. Tools and equipment are to be used for their designated purpose.

G. Tools and equipment are to be used only by trained and authorized personnel.

H. Proper guards or shields must be installed on all power tools before use. All guards must be manufactured by and/or approved by the manufacturer for that particular piece of equipment.

I. "Wedging" or "Pegging" guards on circular saws or other equipment, rendering them non-functional, is not permitted.

J. No internal combustion vehicle or machinery is to be operated inside a structure unless proper controls have been implemented to minimize carbon monoxide levels.

K. Tools and equipment must be properly stored, secured and located away from unauthorized access.

L. For pneumatic power tools, all air hoses exceeding ½ inch inside diameter shall have a safety device (commonly known as "OSHA valve" or "safety check valve") at the source of air supply or branch line origin (such as a manifold) to reduce pressure in case of hose failure.

M. Do not lift or lower portable electric tools by means of the power cord. Use a rope or handle.

3.17 Explosives

A. Blasting activities will be done in accordance with state, and local regulatory requirements.

B. Blaster must have all required federal, state, and local permits. A copy of the permits shall be forwarded to the Construction Manager. The actual permit shall be present on the jobsite during blasting operations.

C. Blaster must have a current valid California "Blaster's License" issued by Cal/OSHA. The license shall be physically present on the project site to accomplish the blasting operation and/or direct and supervise others in such operations.

D. Prime Contractor to submit a written "Evaluation of potential rock blasting impacts and recommended practices" to Construction Manager.

E. Prime Contractor to submit a written "Blasting plan" to Construction Manager, which would include, but may not be limited to, procedures for:
   1. Storage, handling, transportation, loading, and firing of explosives.

2. Communication with authorities and landowners.
3. Pre- and post- blast inspections.
4. Mitigation controls for flying rocks, noise reduction, and misfires.
5. Safety procedures (e.g. fire prevention, signs and flagmen, and warning signals).
6. Mitigation of environmental impacts.
7. Disposal of waste blast material.
8. Blasting adjacent to existing overhead or underground utilities, roadways or trails, environmentally sensitive areas, farmlands, or areas with potential geologic hazards.

F. No smoking, open flames or other sources of ignition within 50 feet of any area where explosive materials are being handled, except devices necessary to ignite the fuses of set charges.

G. Empty boxes, paper and fiber packing materials which have previously contained high explosives shall not be used again for any other purpose. They shall be destroyed by burning at an isolated location outdoors, and no person shall be nearer than 100 feet after the burning has started.

H. Tamping poles or devices shall be made of wood or plastic materials manufactured for tamping explosives.

I. Loading shall not commence until all drilling is completed and drill holes are cleaned or blown out. When conditions justify simultaneous loading and drilling in the same area, such operations shall be separated as widely as practicable and in no case shall a drilling operation be closer than 50 feet to a hole being loaded.

J. All drill holes shall be sufficiently large to freely admit the insertion of the explosive materials.

K. No holes shall be loaded except those to be fired in the next round of blasting.

L. Use only lights specifically designated to be used within 50 feet of the loading area.

M. Loading operations shall be carried on with the smallest practical number of persons and explosive materials loading equipment present and no one but the loading crew, inspection personnel, and authorized supervisory personnel shall be allowed within 50 feet of the loading area.

N. Holes to be blasted shall be charged as near to blasting time as practical and such holes shall be blasted as soon as possible after charging has been completed.

O. Areas in which charged holes are awaiting firing shall be guarded or barricaded and posted or flagged against unauthorized entry.

P. When blasting under, or near overhead power lines, all loaded holes shall be covered with a nonconductive blasting mat anchored to prevent the mat or other material from being blown into the overhead lines.

Q. Drilling shall not be started until all remaining butts of old holes are examined for unexploded charges and if any are found, they shall be detonated or properly disposed of before other work proceeds.

R. The licensed blaster-in-charge shall fix the time of blasting.

S. Blasts are not to be fired until the licensed blaster-in-charge verifies the following:
1. All surplus explosive materials are in a safe place,
2. All security personnel at the blast area are in the proper location, and
3. All personnel are either outside of the blast area or under sufficient cover.

T. Before adopting any system of electrical firing, the licensed blaster shall conduct a thorough survey for extraneous currents, and all dangerous currents shall be eliminated before any holes are loaded.

U. Blasts are not to be fired without a warning signal/procedure. The signals, which may be given by a siren, air horn, whistle or other device, shall be loud enough to be heard clearly in areas that could possibly be affected by the blast or flying rock from the blast.

V. Warning signals shall be given by the use of a compressed air whistle, a horn, lights or equivalent means, such as flaggers or voice warning and shall be clearly audible at the most distant point in the blast area. Where other than flagger or other visible method or voice warning is used, the following signals are recommended:

WARNING SIGNAL	5 minutes prior to the blast	A 1-minute series of long audible signals
BLASTING SIGNAL	1 minute prior to the blast	A series of short audible signals
ALL-CLEAR SIGNAL	Following inspection of the blast area	A prolonged audible signal

W. The "ALL CLEAR" signal shall not be given until the licensed blaster has made a thorough, visual inspection of the blast area for misfires.

X. Whenever blasting is being conducted in the area immediately adjacent to gas pipelines, flammable liquid gas pipelines, electric, water, fire alarm, telephone, telegraph, and steam utilities, the licensed blaster shall notify the appropriate representatives of such pipelines or utilities at least 24 hours in advance of blasting, specifying the location and intended time of such blasting. Verbal notice shall be confirmed with written notice before the blast.

Y. After blasting, the blasting crew shall wait at least 5 minutes before returning to the point of blasting.

Z. If any misfires are found, or suspected to exist, they shall be reported to the person in charge. Steps shall be taken to eliminate all undetonated explosive materials.

AA. In case of a detonator misfire, the shot area shall be made safe under competent supervision by one of the following means after a 30-minute wait following electric or non-electric shock tube blasting, or a 60-minute wait following fuse cap blasting.

BB. No other work shall be performed in the danger area except that necessary to remove the hazard of the misfire. No other personnel except the licensed blaster and the necessary crew shall be in the danger area when a misfire hazard is being removed.

3.18 Fall Protection

A. 100% Fall Protection shall be implemented for all fall exposures of six (6) feet or more whether moving or stationary in an unprotected elevation, and anytime where a fall could occur from a surface that is not protected by handrails, hole-covers, guardrails or other appropriate fall elimination device.
   1. The exception apply only to framers and wood frame activities:
      a. When installing or "rolling" the joists. Cal/OSHA fall protection requirements shall govern.
      b. When framers are walking /working on securely braced joists, rafters, or roof trusses that do not exceed 24 inches OC, and there is no more than 6ft from an unprotected side or edge.

B. Where a fall hazard exists, efforts must be made to eliminate the hazard; provide protection against the hazard; or establish alternative methods to control/monitor the hazard.

C. Any personnel approaching within six (6) feet of any skylight shall be protected from falling through the skylight or skylight opening.

D. Toeboards, debris netting (e.g. snow fence), or equivalent type material, shall be used at the perimeter of structures where other operations, facilities or people could be impacted by falling debris.

E. Rescue shall be addressed in the fall protection policies and fall protection training.

F. Methods of fall protection include:
   1. Guardrails and toeboards.
   2. Covers for floor and roof openings, pits, trap-doors, and temporary floor openings.
   3. Personal Fall Arrest System (PFAS).
   4. Personal Fall Restraint System (PFRS).
   5. Positioning Device System.
   6. Safety Nets.
   7. Scaffold Platforms.
   8. Roof Warning Lines.

G. The implementation of the fall protection plan shall be under the supervision of a Competent Person.

H. Prime Contractor shall submit to Construction Manager a project site specific written fall protection plan prepared by a Qualified Person and developed specifically for work activities exceeding six (6) feet in elevation requiring fall protection. The fall protection plan must be signed by the Prime Contractor's:
   1. Qualified Person who created the plan
   2. Competent Person supervising operations covered by the plan
   3. Prime Contractor's Project Manager
   4. Prime Contractor's Project Foreman/Supervisor

I. Submit to Construction Manager documentation of training on Personal Fall Arrest System (e.g. harness, lanyard, anchor point) if anyone will be utilizing a body harness.

J. Each personal fall arrest system shall be inspected by a Competent Person in accordance with the manufacturer's recommendations. The date of each inspection shall be documented.

K. Personal Fall Arrest Systems (PFAS) shall limit the fall distances to a maximum of six (6) feet and prohibit personnel from contacting a lower level or structure element.

L. The only type of body restraint system allowed is full body harness with a lifeline, lanyard, and deceleration device. Safety belts or body belts are not permitted for fall arrest.

M. All personal fall arrest, personal fall restraint and positioning device systems shall be labeled as meeting the requirements contained in ANSI A10.14-1991.

N. Where practical, the anchor end of the lanyard shall be secured at a level not lower than personnel's waist.

O. Lifeline and anchorages shall be capable of supporting a minimum dead weight of 5,000 pounds.

P. Lanyards and vertical lifelines shall have a minimum breaking strength of 5,000 pounds.

Q. Anchorages used for attachment of personal fall arrest equipment:
   1. Shall be independent of any anchorage being used to support or suspend platforms.
   2. Capable of supporting at least 5,000 pounds per person or part of a complete personal fall protection system used under the supervision of a Qualified Person that maintains a safety factor of at least two (2).

R. The use of non-locking snap hooks is prohibited.

3.19 Fire Protection and Prevention

A. Each Prime Contractor is responsible for conducting a monthly inspection of their fire extinguishers to ensure they have not been damaged, discharged or gone missing.

B. Portable fire extinguishers.
   1. Shall be fully charged, inspected monthly, serviced annually and have inspection tag.
   2. Fire extinguishers rated not less than 10B (e.g. 2A:10BC), shall be provided within 50 feet of any area where more than 5 gallons of flammable or combustible liquids are stored.
   3. Fire extinguisher rated at least 10-B:C, shall be kept near operations where fuel gas cylinders/bottles are being used.
   4. Fire extinguishers shall be readily available for use where temporary heating devices are used.

C. Storage of more than 25 gallons of flammable liquids or 60 gallons of combustible liquids shall be in a NFPA approved storage cabinet. Not more than 120 gallons of Class I, II, or IIIA liquids may be stored in a storage cabinet.

D. "No Smoking" signs shall be posted as required by operations or material exposures.

3.20 Flammables and Combustibles

A. Prime Contractor is required to supply fire extinguishers, fire blankets, and other sufficient fire protection devices for the immediate work area where flammable and combustible material is stored or used. All fire extinguishers must be provided by each Prime Contractor and rated at least a minimum of 2A:20B-C. (For additional information, refer to Fire Protection and Prevention section).

B. Any supplied flammable liquids must be stored in FM approved or UL listed safety containers.
   1. All containers must be properly labeled and stored when not in use.
   2. Only FM approved or UL listed, or DOT metal safety cans will be allowed for flammable storage. (NO PLASTIC FUEL CANS).

C. Prime Contractor shall identify non-compatible materials in advance and provide for separate storage as required.

D. All outside storage areas must be at least 20 feet from any building.

E. For roof work:
   1. No more than a one-day supply of flammables may be placed on the roof during working hours.
   2. All flammables must be removed from the roof at the end of each workday by the Prime Contractor.
   3. At least two (2) fire extinguishers appropriate for the type and quantity of flammable materials present must be provided if flammables are present.

F. Any supplied flammable and combustible materials must be kept away from sparks, heaters, and any other heat source.

G. Empty containers of flammable and hazardous materials shall be removed from the project site as soon as possible.

H. No smoking signs shall be posted at flammable and/or combustible storage cabinets and/or area.

3.21 Floor, Roof, and Wall Openings

A. Prime Contractor shall be responsible for covering floor, roof and wall openings it has created.
   1. Covers must be able to support at least 400 pounds or twice the weight of the anticipated load.
   2. Cover must be secured to prevent accidental removal or displacement. Cover must extend no less than 12 inches from the sides of the opening.
   3. Must be labeled "Hole" or "Cover''.

3.22 Forklifts (Industrial Trucks and Tractors)

A. Only drivers authorized by the Prime Contractor and trained in the safe operations of industrial trucks shall be permitted to operate forklifts.

B. Operator training and posting of information regarding forklift operations shall be in accordance with applicable Cal/OSHA Standards.

C. Prime Contractor shall certify that each Operator has been trained and evaluated. Training records (Operator cards) must be available for review at all times for the piece of equipment they are operating.

D. All forklifts and industrial trucks and tractors shall be equipped with an audible back-up alarm which can be clearly heard from a distance of 200 feet. In congested areas or areas with high ambient noise which obscures the audible alarm, a signal person in clear view of the operator shall direct the backing operation.

E. Every industrial truck and tractor shall be equipped with operable brakes, a parking brake, and a horn.

F. The rated capacity of all industrial trucks and industrial tractors shall be displayed at all times on the vehicle in such a manner that it is readily visible to the Operator.

G. Forklifts (Industrial Trucks and Tractors) shall not be loaded in excess of their rated capacity.

H. Seat belts shall be provided and worn on industrial trucks and tractors where rollover protection is installed and Operator shall be instructed in their use.

I. No riders shall be permitted on vehicles unless the vehicles are equipped with adequate riding facilities.

J. No one shall ride on or be elevated on the forks of lift trucks.

K. Industrial trucks may be used to elevate personnel in accordance with applicable Cal/OSHA Standards and manufacturer's recommendations using appropriate personnel platforms.

L. No one shall be allowed to stand, pass, or work under the elevated portion of an industrial truck, loaded or empty.

M. Operators shall check the vehicle at least once per shift. Attention shall be given to tires, horn, lights, battery, controller, brakes, steering mechanism, cooling system, and the lift system (forks, chains, cable and limit switches).

N. Operators shall not exceed the authorized or safe speed, always maintain a safe distance from other vehicles, keeping the truck under positive control at all times.

O. Operators shall slow down and sound the horn at cross aisles and other locations where vision is obstructed.

P. Grades shall be ascended or descended slowly.

Q. The forks shall always be carried as low as possible, consistent with safe operation.

R. When leaving a vehicle unattended, the power shall be shut off, brakes set, the mast brought to the vertical position, and forks left in the down position.

S. "Free Rigging" is not permitted. If loads are to be suspended from the forklift, it must be with the appropriate manufacturers approved attachment.

3.23 Hazard Communication/Globally Harmonized System (GHS) Program

A. Prime Contractor shall maintain a copy of all Safety Data Sheets (SDS), chemical inventory list for all hazardous substances used at the project site by their firm, as well as all hazardous substances used at the project site by all subcontractors.

B. In accordance with the provisions of the Hazard Communication / GHS standard, Prime Contractor must have a comprehensive written Hazard Communication Program which includes:
   1. A list of hazardous substances known to be on the project site.
   2. Methods the Prime Contractor will use to inform personnel of the hazards of non-routine tasks.
   3. The program shall include methods the Prime Contractor will use to inform other prime contractor(s) of any precautionary measures.
   4. The methods used to provide other prime contractor(s) with access to Safety Data Sheets (SDS).
   5. The methods the Prime Contractor will use to inform the other prime contractor(s) of the labeling system in use.

C. Prime Contractor must submit a copy to Construction Manager prior to work starting:
   1. The Hazard Communication / GHS Program.
   2. Safety Data Sheets (SDS) for any hazardous substances that will be used on the job site.

D. Prime Contractor must have a binder which contains the following items:
   1. A comprehensive written Hazard Communication / GHS Policy.
   2. A chemical inventory listing all hazardous materials brought onto or used on the project site by the Prime Contractor.
   3. Safety Data Sheets (SDS) for all hazardous materials used on the project site.

E. Prime Contractor shall ensure their personnel have received training in the safe use of hazardous materials; and are able to read and understand the information on Safety Data Sheets (SDS). The training shall include at least:
   1. Methods and observations that may be used to detect the presence or release of a hazardous chemical.
   2. The physical and health hazards of the chemicals used in the work area.
   3. Measures personnel can take to protect themselves from the hazards.
   4. Details of the Hazard Communication Program, including the labeling systems and the use of SDS.

F. Prime Contractor shall ensure that all containers used on the project site are properly labeled as to their contents, including gas and diesel containers.

3.24 Hazardous Materials, Toxic Substances and Environmental Controls

A. Prime Contractor is responsible for the generation, management, and proper disposal of any hazardous material, toxic substances, or any related materials or substances, as defined or included in the definition of "hazardous material" under any applicable Federal, State, or Local Law, Regulation or Ordinance.

B. Prime Contractor agrees to notify Construction Manager within 72 hours for approval:
   1. Delivery of any large quantities (more than 55 gallons) of gasoline, diesel fuels and any solvent onto the project site.
   2. Approval to bring hazardous wastes on the project site or generate hazardous waste.
   3. Using any chemical or material creating noxious or toxic fumes.
   4. Such request may or may not be granted.

C. Prime Contractor using any hazardous material or toxic substance shall notify all other prime contractors on the project site of their use, and what measures should be taken to prevent exposure.

D. All incidents involving exposures to or releases of potentially hazardous substances must be reported immediately, verbally, and followed in writing within 24 hours to Construction Manager.

E. Spills of hazardous materials (including cutting oil, fuel, solvents, and antifreeze) must be reported immediately to the appropriate regulatory agencies and to Construction Manager. The creating prime contractor responsible for the spill is responsible for cleanup costs.

F. The creating prime contractor is responsible for proper disposal of its hazardous wastes. A copy of the completed Uniform Hazardous Waste Manifest must be provided to Construction Manager.

G. Cutting equipment must have secondary containment (e.g. drip pans, sandboxes).

H. All containers:
   1. Drums, jugs and other containers must have secondary containment.
   2. Must be maintained in good condition and must be appropriate for the materials to be stored in them.
   3. All containers must be labeled with their contents and precautions for use.
   4. Hazardous waste containers must be labeled "Hazardous Waste" in addition to listing their contents on the label.

I. Weekly inspection of the project site must be performed by each prime contractor to assure compliance with this section.

J. Gasoline shall not be used for cleaning purposes.

3.25 Heaters – Portable Heaters

A. All heaters must be Factory Mutual and/or Underwriters Laboratory approved.

B. The Prime Contractor must notify Construction Manager when liquid/gas fueled heaters brought onto the project site prior to use.

C. Tent heater use requirements:
   1. Use only in tents made of fire resistant material.
   2. Avoid contact with heating elements or other hot parts.
   3. Keep flammable materials and clothing away from hot equipment.
   4. Never use heaters in a utility hole or in a tent that covers a utility hole.
   5. Ensure adequate ventilation is provided when using a tent.
   6. Secure a fire extinguisher within the tent in an accessible location.

3.26 Heavy Equipment / Material Handling and Earthmoving Equipment

A. Equipment shall be maintained in good working order. All vital parts such as motors, chassis, blades, blade holders, tracks, drivers, hydraulic and pneumatic mechanisms, and transmissions must be inspected each day.

B. Drivers must be specifically trained to operate the mobile equipment they intend to use. All Operators must follow manufacturers' operating and safety instructions. Training records must be available at the project site for review.

C. Whenever visibility conditions warrant additional light, all vehicles, or combination of vehicles, in use shall be equipped with at least two (2) headlights and two (2) taillights in operable condition.

D. All vehicles, or combination of vehicles, shall have brake lights in operable condition.

E. All vehicles shall be equipped with an adequate audible warning device (horn) at the Operator's station.

F. All vehicles and equipment must have a back-up alarm that is normally audible for a distance of 200 feet.
   1. In congested areas or areas with high ambient noise which obscures the audible alarm, a signal person in clear view of the operator shall direct the backing operation.

G. All vehicles with cabs shall be equipped with windshields and powered wipers.

H. Vehicles operating in areas or conditions that cause fogging or frosting of windshields shall be equipped with operable defogging or defrosting devices.

I. Cracked or broken windshields shall be promptly replaced.

J. Windshields and mirrors shall be kept clean such that vision is not compromised or obstructed.

K. Seatbelts shall be provided and worn with the approved proper anchorage points.

L. Trucks with dump bodies shall be equipped with positive means of support, permanently attached, to prevent accidental lowering of the body while maintenance or inspection work is being done.

M. Operating levers controlling hoisting or dumping devices on haulage bodies shall be equipped with a latch or other device that will prevent accidental starting or tripping of the mechanism.

N. Trip handles for tailgates of dump trucks shall be so arranged that, in dumping, the Operator will be in the clear.

O. All rubber-tired motor vehicle equipment shall be equipped with fenders.

P. All vehicles in use shall be checked at the beginning of each shift for defects in:
   1. Service brakes, trailer brake connections, parking brake system, and emergency stopping systems (brakes).
   2. Tires, horn, steering mechanism, seat belts, operating controls and safety devices.
   3. Lights, reflectors, windshield wipers, defrosters, and fire extinguishers.

Q. Before starting a job, the Operator shall be given instructions regarding the work to be done.

R. Before starting the motor, the Operator shall check to make sure that all operating controls are in the neutral position.

S. Before starting the equipment, or moving the equipment after re-entering the cab, the Operator shall walk entirely around the equipment to make sure no other personnel, equipment or material will be struck.

T. Prime Contractor shall ensure that Operators of heavy equipment wear appropriate hearing protection devices when exposed to noise over 90dB.

U. At no time shall a piece of equipment be left unattended while the motor is running, especially if the machine is on an inclined surface or on loose material.

V. Block or chock wheels when parking on inclines.

W. Machines shall be operated at speeds and in a manner consistent with conditions on the project site.

X. No one other than the Operator shall ride on equipment.

Y. During refueling operations equipment motors shall be turned off. Smoking is prohibited during refueling.

Z. If possible, equipment shall be driven entirely off the roadway at night.

AA. Unattended equipment must be left in a secure area not accessible to members of the public or unauthorized third parties. Keys shall be removed from unattended equipment.

BB. Spotters and/or Flaggers must be used when equipment Operator's view is obstructed whether moving forward or backward.

3.27 Horizontal Boring / Pipe Jacking

A. Prior to boring/jacking operations the Prime Contractor must contact DIG ALERT to ensure all owners of underground facilities in the area are notified to mark their utility locations.

B. The Prime Contractor shall locate all buried utilities (Pot hole) before commencing boring/jacking operations. No mechanical devices may be used to Pot hole. Hand dig only.

C. Open a guide hole (bore slot) over any existing utility that is in line with the bore shot.

D. Excavate bore slot, bell hole and guide holes as necessary.

E. If resistance is encountered during the boring/jacking operation, cease the boring operation immediately and excavate at the point of resistance to determine necessary action.

F. The Operator must be trained in the use of the boring/jacking machine.

G. At least two people must operate the bore motor at all times.

H. Stay clear of rotating bore pipe and the rotating head of boring machine. Loose clothing, long hair, or gloves can cause injury if caught in rotating bore pipe.

I. Only one person shall transmit signals to the Operator.

J. Do not hold rotating bore pipe with hands or feet.

K. Operate the boring machine only at slow RPM's when connecting or disconnecting bore pipe.

3.28 Housekeeping

A. Prime Contractor shall perform their work so as to maintain the project site in a clean, safe and orderly condition.

B. Prime Contractor is responsible for clean-up and removal of their debris, excess material, trash, waste, and tools on a daily basis. All work areas shall be kept clean at all times. If Prime Contractor fails to perform this function, Construction Manager reserves the right to charge the Prime Contractor for clean-up performed on their behalf by others.

C. All construction materials must be stored in an orderly manner.

D. All exits and access ways must be kept unobstructed.

E. Emergency exits must be available. Panic hardware, where present, must remain unobstructed.

F. All work areas must be cleaned and free of debris.

G. Puncture hazards (e.g. nails, staples, and fasteners) created by stripped formwork, scrap lumber, pallets, and shipping materials shall be eliminated or controlled.

H. Metal containers with covers must be provided for disposal of oily and paint soaked rags.

I. Walkways and sidewalks must be kept free of construction materials, debris, dirt, tools and extension cords.

J. Where steel plates are used to bridge excavations or other similar type of construction activities in walkways or sidewalks, the leading edges of the steel plates must be tapered or feathered with temporary asphalt or other suitable materials to prevent trip hazards.

K. Rubbish and construction debris bins must be structurally sound and designed for lifting. Bins should not be filled above their top edge and should be covered during lifting to prevent material falling out.

L. Empty containers of flammable and hazardous materials shall be removed from the project site as soon as possible.

M. Dry sweeping or dry brushing where such activities could contribute to exposure to respirable crystalline silica is not permitted. Wet sweeping, HEPA-filtered vacuuming or other method(s) to minimize exposure are required.

3.29 Impalement Protection

A. Prime Contractor shall be responsible for protecting all impalement hazards (e.g. form stakes, rebar, and EMT) it has created by complying with Cal/OSHA standards for protecting impalement hazards (e.g. approved Cal/OSHA cap).

B. Personnel exposed to protruding reinforcing steel or other similar projections, shall be protected against impalement hazard by guarding all exposed ends that extend up to six (6) feet with protective covers, or troughs.

3.30 Ladders

A. Type II (Medium-Duty – 225 lbs. working load) and Type III (Light-Duty – 200 lbs. working load) ladders are prohibited.

B. The Prime Contractor shall provide a training program for ladder use and stairways, as necessary. The program shall enable personnel to recognize hazards related to ladders and stairways, and the procedures to be followed to minimize these hazards.

C. A Qualified Person shall inspect as frequently and after any occurrence that could affect their safe use.

D. Broken or defective ladders must be immediately removed from service.

E. Personnel must maintain 3-point contact while ascending or descending a ladder.

F. Job-made ladders shall not be permitted unless they meet the requirements of the Cal/OSHA Standards.

G. All types of ladders must be inspected at least daily for:
   1. Cracks, splits, splinters, and decay.
   2. Protruding nails and loose rivets.
   3. Loose, bent or broken braces, tie rods, guide irons, locks, pulleys and strand hooks.
   4. Broken, worn or defective spurs and pads.

H. Extension Ladders.
1. Portable ladder feet shall be placed on a substantial base.
2. Straight and extension ladders must be tied-off or secured to prevent displacement.
3. No metal ladders are permitted.
4. No more than one person is allowed on a ladder.
5. Ladders are not to be used for skids, braces, workbenches, or any other purpose other than climbing.
6. All straight and extension ladders must be equipped with nonskid safety feet.
7. Ladders must extend no less than 36 inches above the landing.
8. Ladders shall be used at such a pitch that the horizontal distance from the top support to the foot of the ladder is about one-quarter of the working length of the ladder (4:1).

I. Step Ladders.
1. Step ladders must be fully open and the spreader set in the open and locked position.
2. Do not climb, stand or sit on the top two rungs.
3. Do not lean a step ladder against a wall or other object in the unopened position.
4. Always ascend and descend facing the ladder.
5. Do not exceed the designated weight capacity.

3.31 Lead Abatement

A. The Owner shall identify any Lead Based Paint (LBP) within the proposed scope of work prior to any construction, remodeling, or demolition activities.

B. The Owner shall identify any sheet lead, such as in laboratories and x-ray facilities prior to commencing demolition or construction activities.

C. The Owner shall arrange for disposal of the hazardous waste stream (e.g. paint chips), through a waste disposal facility with a current California TSDF permit and obtain the EPA Hazardous Waste Generator Identification number.

D. Personnel who performs lead abatement work shall have a current training certification by a California accredited lead trainer. The overseer of the work is the "Supervisor" as required by Cal/OSHA.

E. All lead abatement and removal work must follow applicable regulations of Cal/OSHA, the Environmental Protection Agency (EPA), state, federal and local requirements.

F. Prime Contractor must submit a copy of the "Lead-work pre-job notification" to Cal/OSHA and Construction Manager at least 24 hours before conducting lead-related work.

G. Supervisor must conduct frequent and regular inspections of the project site, regulated areas, materials, and equipment.

3.32 Liquids – Corrosive acids and Caustics

A. Prime Contractor shall not store, handle, apply or use acids or caustics until a proper procedure, per OSHA standards, has been established.

B. Never add water to acid – if dilution is needed, add acid to water.

C. Prime Contractor using acids or caustic materials shall have an emergency eyewash and/or shower facility immediately available to personnel working with these types of materials.

D. Proper personal protection must include a face shield, apron, and gloves as well as any other equipment deemed necessary by the SDS or manufacturer's usage instruction.

3.33 Lockout/Tagout (LOTO)

A. The Prime Contractor must have a written Lockout/Tagout (LOTO) program for the control of hazardous energy that meets or exceeds the Cal/OSHA Standards and a copy submitted to the Construction Manager.

B. Equipment, energized systems, and pressurized systems shall be completely de-energized before beginning the Lockout/Tagout procedure and subsequent cleaning, servicing, or adjusting.

C. Moveable parts shall be mechanically blocked or locked out prior to cleaning, servicing, or adjusting operations.

D. Equipment that has lockable controls or that is readily adaptable to lockable controls shall be locked out or positively sealed in the "off" position.

E. Accident prevention signs or tags shall be placed on the controls of equipment, machines, and prime movers during repair work.

F. All prime contractors must affix their own lock/tag.

G. Locks and tags must be removed at the end of the job by the originator. Never remove another person's tag or lock to operate a switch, valve, or device.

3.34 Motor Vehicles

A. Those driving project site motor vehicles shall have a valid driver's license for the state in which he or she resides and for the class vehicle driven.

B. Drivers of vehicles over 26,000 pounds GVW are required by Federal and State Departments of Transportation regulations to possess a Commercial Driver's License (CDL).

C. Drivers must be specifically trained to operate the mobile equipment they intend to use. Training records must be available at the project site for review.

D. Drivers on the project site shall obey all street and highway speed and traffic laws.

E. Drivers shall check the mechanical condition of their vehicles at least daily.

F. Only if necessary, will a motor vehicle be left running and operator must maintain constant visual contact within 25 feet of the vehicle.

G. Drivers are required to observe the "right-of-way" rule. Yield to other drivers whose driving actions demand the right-of-way.

H. Drive defensively. Anticipate what the other driver may do. Leave yourself an out.

I. Drivers shall keep a distance of AT LEAST one vehicle length for each 10 miles of speed between their vehicle and the vehicle in front of them.

J. Seat belts shall be worn anytime when driving or riding in project vehicle.

K. Block or chock vehicle wheels when parking on inclines.

L. All passengers in motor vehicles must be seated and within the confines of the vehicle.

M. No one is permitted to ride in the open bed of a pick-up truck.

N. Unauthorized passengers shall not be transported in any vehicle or on any equipment at any time.

O. The project site speed limit is 5 mph. Obey all traffic signs.

P. Pedestrians have the right-of-way.

Q. Parking shall be in specified areas only. Do not block entrances and do not park in reserved spaces.

R. The Prime Contractor is responsible for the stability of any material being hauled.

3.35 Overhead Utilities

A. Prime Contractor shall identify all overhead utilities prior to the start of any work.

B. For power lines rated 50kV or less, minimum clearance around the lines is 10 feet.

C. For power lines rated over 50kV, minimum clearance around the lines shall be at least 20 feet. If 20 feet is not achievable, the Prime Contractor will schedule a formal meeting with Construction Manager to review clearance tables, de-energize power, and other alternatives.

3.36 Pile Driving

A. Prime Contractor will designate a danger zone that will clearly delineate around the operating hammer where personnel involved in cutting, chipping or welding operations shall be prohibited so as to protect them from the hazards of falling objects.

B. The danger zone shall be maintained under the supervision of a Competent Person.

C. A blocking device or other effective means capable of safely supporting the weight of the hammer shall be provided to secure the hammer in the leads and shall be used at all times when any personnel is working under the hammer.

D. Access to Pile Leads
   1. Leads shall be provided with a continuous ladder or horizontal bracing that is uniformly spaced at intervals no greater than 18 inches and the leads shall be equipped with adequate anchorages, so that personnel may engage a personal fall protection system to the leads.
   2. The operator of the equipment will apply all brakes and necessary safety switches to prevent uncontrolled motion of the equipment before personnel may access the leads.

E. Sheet pile access
   1. If personnel are required to go aloft on sheet piling, personnel shall use an aerial device or ladder.
   2. Sheet piling shall be firmly stabilized before personnel are permitted to work on them.
   3. Stirrups shall be provided for use by personnel who must take a position on sheet piles.

F. Where work is to be performed, walkways at least 20 inches in width shall be provided across piles or other open work with the exception of those piles on which the driver is standing.

G. Before any type of pile is placed in position for driving, the pile head must be cut square to the driving head and free of concrete spall, steel fragments, or other debris.

H. Pile hammer requirements
   1. The pile hammer, clamp, power unit and supply hoses shall be inspected in accordance with their manufacturer's recommendations. Associated equipment such as the couplings, support and lifting equipment, rigging and retaining bolts shall be inspected before each shift and periodically during use.
   2. Driving heads shall be kept aligned with the pile and pile hammer as a pile is driven

I. Vibratory pile hammer
   1. When driving with a crane-suspended vibratory pile hammer, the person operating the remote on/off clamp switch shall be in direct visual contact with the signal person.

J. Pile Driving Rig Stability.
   1. Guys, outriggers, thrustouts, or counter-balances shall be provided as necessary to maintain stability of pile driver rigs.
   2. Hammers shall be lowered to the bottom of the leads while the pile driver is being moved (traveling).
   3. All personnel shall be kept clear when piling is being hoisted into the leads.

K. When driving jacked piles, all access pits shall be provided with ladders and bulk-headed curbs to prevent material from falling into the pit.

L. Hoisting of piling shall be done by hooks provided with a means to prevent accidental disengagement or a shackle shall be used in place of a hook.

M. Taglines shall be used for controlling unguided piles and free hanging (flying) hammers.

3.37 Powder-Actuated Tools

A. Only trained and Qualified personnel holding a valid operator's card can use a powder-actuated tool.

B. Powder-actuated tools must meet or exceed the requirements of ANSI A10-3.1977.

C. Containers for powder-actuated tools must be lockable and bear the label 'Powder-Actuated Tool' on the outside. The container must be kept under lock and key storage.

D. The following must be provided with each tool:
   1. Operating and service manuals.
   2. Power load chart.
   3. Inspection-Service record.
   4. Repair and servicing tools.

E. Eye and/or face protection is required for Operators and assistants.

F. Tools must be inspected prior to use. Defective tools must not be used.

G. Powder-actuated tools must be unloaded if work is interrupted. Tools must not be loaded until ready for use.

H. Powder-actuated tools must not be left unattended.

I. On misfire, the tool must be held in place for 30 seconds.

J. Misfire shall be placed in a designated can of water. Used and misfired cartridges shall be properly disposed.

K. Different power loads must be kept in separate compartments.

L. Warning signs must be posted bearing the words: "Powder-Actuated tools in use" within 50 feet of the point of use.

3.38 Precast, Pre-Fabricated Concrete Construction, Tilt-up, Panels

A. An erection plan, addenda, and procedure shall be prepared by or under the direction of a professional engineer registered in California.

B. The erection plan, addenda, and procedures shall be available at the jobsite and submitted to the Construction Manager.

C. Inspections shall be made by the professional engineer, or authorized representative, during the course of erection.

D. Proposed field modifications shall be approved by the professional engineer.

E. No personnel shall be directly under the load

F. Only personnel essential to the operation are permitted in the fall zone (but not directly under the load).

G. Wall panels shall be supported to prevent overturning, toppling and/or collapse until permanent connections are completed as specified in the erection plan

H. Panels shall be properly braced to resist wind and lateral forces.

3.39 Respiratory Protection

A. Prime Contractor shall prepare a written Respiratory Protection Program for protection of those who will be wearing a respirator and submit a copy to the Construction Manager.

3.40 Scaffold

A. Prime Contractor shall have a written program addressing scaffold procedures for safe erection, use and dismantling of scaffold system.

B. Scaffolds shall be erected, moved, or dismantled or altered only under the supervision and direction of a Competent Person qualified in scaffold erection, moving, dismantling or alteration.

C. Prime Contractor's designated Competent Person shall:
   1. Determine the feasibility and safety of providing fall protection for personnel erecting or dismantling supported scaffolds. Fall protection is required for personnel erecting or dismantling supported scaffolds where the installation and use of such protection is feasible and does not create a greater hazard.
   2. Inspect their scaffold prior to use each day.
   3. Have at each access point (e.g. ladder, stair tower), a "green" inspection tag. This tag shall also be signed by the Competent Person daily, prior to use, as verification of their inspection.

D. Personnel involved in erecting, disassembling, moving, operating, repairing, maintaining, or inspecting a scaffold shall be trained by a Qualified Person to recognize any hazards associated with the work in question. The training shall include the following topics, as applicable:
   1. The nature of any electrical hazards, fall hazards, and falling object hazards in the work area.
   2. The correct procedures for dealing with electrical hazards.
   3. The correct procedures for erecting, maintaining, and dismantling the fall protection and falling object protection systems being used.
   4. The proper use of the scaffold, including the proper handling of materials on the scaffold.
   5. The maximum intended load and the load-carrying capacities of the scaffold.
   6. Any other pertinent procedures or safety requirements.

E. Handrails, midrails and toe boards are required on all scaffold over six (6) feet high. If the guardrail system is incomplete or missing, personal fall protection is required.

F. Untagged scaffolds shall not be used.

G. Scaffolding material must not be damaged and planks must be free of defects, damage or debris. Painted planks will not be permitted.

H. Scaffold planks must be laid tight and secured to prevent movement. Planks must overlap between 6 and 12 inches over the scaffold supports.

I. Scaffolds must be erected level on a firm base. When the scaffold is resting on earth or other such material, the uprights shall rest on and be secured to the equivalent of a 2-inch by 10-inch by 10-inch (2" x 10" x 10") wood base. Base plate shall be nailed in accordance with CAL/OSHA standards.

J. Ties should provide tension, as well as compression and sway support
   1. Use no less than #12 wire, double looped or #10 wire, single wrapped.

K. A screw jack must extend at least 1/3 of its length into the leg tube, and the exposed thread must not exceed 12 inches on any rolling scaffold.

L. Use horizontal diagonal bracing as close to the bottom as possible and at 20-ft intervals from the rolling surface.

M. A stair-tower or built-in stair/ladder system shall be provided for access to all scaffolds four (4) frames or more in height.

N. Personnel may ride on rolling scaffold moved by others below if the following exist:
   1. The floor or surface is within 3 degrees of level, and free from pits holes, or obstructions.
   2. The minimum dimensions of the scaffold base, when ready for rolling, is at least ½ of the height. Outriggers, if used, shall be installed on both sides of staging.
   3. The wheels are equipped with rubber or similar resilient tires.
   4. The manual force used to move the scaffold shall be applied as close to the base as practical, but not more than 5 feet (1.5 meters) above the supporting surface of the scaffold.
   5. Before a scaffold is moved, personnel on the scaffold shall be made aware of the move.
   6. No one shall be on any part of the scaffold which extends outward beyond the wheels, casters, or other support.

O. No surfing or self-propelling mobile scaffolding will be permitted without a submitted Prime Contractor's "surfing scaffold" program.

P. Wheels must be locked on rolling scaffolds before use.

Q. All connections, including casters, on rolling scaffolds shall be pinned.

R. The Prime Contractor must keep the platform load within the safe platform work load limit.

S. In the event the height-to-base ratio exceeds 3:1, the system must be secured to the structure. The system shall be tied at the ends and inside of the system at 26ft vertical intervals and 30ft horizontal intervals. The top work level shall be tied.
   1. Exception: When the frame width is 3ft wide, tie off is at 20ft vertical intervals.

T. Suspended scaffolds that are in service shall be inspected by a Competent Person daily and tested as frequently as is necessary in order to provide proper maintenance.

U. Suspended scaffolds must have adequate anchorage points. Those on the scaffold shall have a full body harness, lifeline and deceleration device that must be attached to a separate anchorage point other than that of the scaffold before stepping out onto any suspended scaffold.

3.41 Silica and Dust Exposure Protection

A. Prime Contractor shall submit to Construction Manager a written Respirable Crystalline Silica Program.

B. Prime Contractor shall fully and properly implement the engineering controls (e.g. integrated water delivery system that supplies water to cutting surface, or commercially available shroud or cowling with HEPA-filter dust collection system), work practices, and respiratory protection to reduce and maintain exposure to respirable crystalline silica and/or dust to or below the PEL.

C. During operations in which hand tools, powered tools or equipment are used to cut, core, chip, drill, grind, profile, or sand and creates respirable crystalline silica and/or dust; a dust reduction system shall be applied to effectively reduce those particulates.

D. Procedures shall be implemented to ensure that dust reduction systems maintain their effectiveness for dust reduction throughout the work shift.

E. Dust reduction systems shall be installed, operated, and maintained in accordance with manufacturer's recommendations.

F. Dry sweeping or dry brushing where such activities could contribute to exposure to respirable crystalline silica is not permitted. Wet sweeping, HEPA-filtered vacuuming or other method(s) to minimize exposure are required.

G. The Competent Person must make frequent and regular inspections of the project site, materials, and equipment to implement the written exposure control plan.

3.42 Steel Erection

A. No building, structure, or part thereof, or any temporary support shall be loaded in excess of its design capacity.

B. Trusses and beams shall be braced laterally and progressively during construction to prevent buckling or overturning.

C. During placing of structural members, the load shall not be released from the hoisting line until the members are secured with not less than two bolts drawn up wrench tight.

D. During the installation of decking, the exposed edges of all temporary planked and metal decked floors at the periphery of the building, or at interior openings, such as stairways and elevator shafts shall be protected by a single 3/8-inch minimum diameter wire rope located between 42 and 45 inches above design finish floor height. Mid-rail protection shall be installed at the completion of the installation of decking.
   1. Other guardrail protection may be used if equal fall protection is provided.
   2. Periphery fall protection intended to be used as a catenary line can be used if it meets Cal/OSHA requirements for fall protection.

E. Where skeleton steel is being erected, a tightly planked and substantial floor shall be maintained with two (2) stories or 30 feet, whichever is less, below and directly under the portion of each tier of beams on which any work is being performed.

F. When connecting beams at the periphery or interior of a building or structure where the fall distance is greater than six (6) feet, the Connector shall be provided with and use appropriate personal fall protection equipment in accordance with Cal/OSHA requirements.
   1. Connector means a person who, working with hoisting equipment, is placing and connecting beams or other structural members.

G. When performing work other than connecting, personnel shall be provided and use personal fall protection equipment in accordance with Cal/OSHA requirements where the fall distance is greater than six (6) feet.

H. Open web steel joists shall not be placed on any structural steel framework unless such framework is safely bolted or welded.

I. Containers shall be provided for storing or carrying rivets, bolts, and drift pins, and secured against accidental displacement when aloft.

J. When bolts or drift pins are being knocked out, means shall be provided to keep them from falling.

K. Impact wrenches shall be provided with a locking device for retaining the socket.

L. Connections of equipment used in plumbing-up shall be properly secured.

M. Turnbuckles shall be secured to prevent unwinding while under stress.

N. Plumbing-up guys shall be removed only under supervision of a Competent Person.

O. Work taking place above grade or any surface exposed to protruding reinforcing steel, or other similar objects, shall be protected against the hazard of impalement by the use of guardrails, or approved ANSI certified fall protection system, or protective covers (e.g. rebar caps).

3.43 Tar and Melting Pots

A. Any melting chamber must be vented and must have a working thermometer.

B. No melting pots or tar kettles may be located on roof structures. All melting pots must be on the ground outside, and at least 25 feet from any building.

C. Pipelines shall be adequately braced or supported to prevent collapse.

D. Pumper pipelines shall be securely fastened at rooftop and shall not be supported by ladders used for access.

E. Barricades must be provided when hot liquids are present overhead on a roof or upper floor.

F. Buckets containing hot asphalt or pitch shall not be carried on ladders.

G. A fire extinguisher shall be kept near each kettle in use. Extinguisher capacity shall be at least:
   1. Less than 150 gallon kettle – 8:BC.
   2. 150 – 300 gallon kettle – 16:BC.
   3. Larger than 350 gallon kettle – 20:BC.

H. Kettle and tanker pumps shall be provided with a means of stopping the flow of hot asphalt or pitch manually from the rooftop in emergencies.

3.44 Traffic Control, Flagging Operations and Plate Bridging

A. Prime Contractor may be required to submit a traffic control plan to the agency having jurisdiction. Plans requiring approval, must be submitted timely as not to impact the schedule. Any plan requiring agency approval or not, shall be forwarded to Construction Manager one (1) week prior to the work activity.

B. Traffic Control
   1. Prime Contractor shall establish work area protection zones necessary to protect personnel and the public when work is performed in areas where pedestrians or vehicles have access.
   2. All personnel in work zones shall wear at a minimum Class II reflectorized vest (or jacket) in accordance with the requirements of Cal/MUTCD. Class III vests may be required, refer to Cal/MUTCD.
   3. Traffic control shall be established in compliance with California Manual on Uniform Traffic Control Devices (Cal/MUTCD), local traffic control regulations, WATCH Handbook, or other contract-referenced documents/standards.
   4. Prime Contractor shall establish Work Area Protection in consideration of the location of the project site, pedestrians and traffic conditions, and the time of day (daylight or dark).
   5. Prime Contractor shall ensure adequate protection to passing vehicles on a roadway by providing a Flagger when barricades, signs and signals may be insufficient.
   6. When placing or removing Work Area Protection, the Prime Contractor shall:
      a. Be consistently alert to traffic conditions.
      b. Face oncoming traffic.
      c. Wear proper personal protection (e.g. Class II or III reflective vest, hard hat, and safety glasses).
   7. Place the initial warning signs (e.g. Construction ahead) first and remove last.
   8. Work zone site must be made safe for pedestrians by using:
      a. Rope or vinyl warning tape.
      b. Fencing or other barricades.
      c. Cones and signs.
      d. Pedestrian crossings (designated and painted).
      e. Other appropriate means, methods and devices.
   9. All night work requires adequate illumination to light the work area and warn the public vehicular traffic.
   10. For night work, the illumination used to light the work area shall be aimed such that it does not create glare for, or blind, the public driving through the work zone.

C. Flagging Operations
   1. Shall be conducted in accordance with the following unless a more specific standard applies.
      a. Flaggers shall be trained in the proper fundamentals of flagging (signaling) traffic before being assigned as Flaggers.
      b. The Flagger must be protected and the motorist forewarned by use of advance warning signs and cones.
      c. Use cones before the Flaggers position to mark the traffic lane.
      d. The use of reflective vests (minimum Class II) shall be required for all Flaggers.
      e. During the hours of darkness, the Flagger's position shall be illuminated.
      f. To 'Stop' traffic – The Flagger shall face traffic and hold the stop paddle in a vertical position at arm's length.
      g. When it is safe for traffic to proceed – The Flagger shall stand parallel to the traffic movement, and with the slow paddle held in a vertical position at arm length.

D. Plate Bridging
   1. Trenches, excavations, or other surface openings or significant depressions must be covered with a bridge plate to permit safe and unobstructed flow of traffic.
   2. Bridging plates must be secured from movement by a holding device(s) such as cleats, angles, bolts, and tack welding.
   3. Bridging plates should be installed to produce a minimum amount of noise.

4. Bridging plates must extend a minimum of one foot beyond the edges, with pavement materials feathering the edges for a reasonably smooth transition.
5. Advance warning signs shall be posted when steel plates are used in a travel path.

3.45 Trench and Excavation (see Barricades and Signs for additional information)

A. Prime Contractor must identify all shut-off valves or control points for known utilities and ensure they work prior to digging.

B. Each Prime Contractor shall call authority having jurisdiction (e.g. DIGALERT) to mark utilities.
   1. Areas to be excavated are to be scanned and/or traced with equipment that locates underground utilities (e.g. pacometer, magnetometer, x-ray, and ground penetrating radar).
   2. Underground locating company shall scan and locate all known below grade utilities by reviewing as-built and onsite utility monuments (e.g. gas and water meters, and electrical sub-stations) that may run within the limits of the project site.
   3. Underground locating company shall, at a minimum, sweep 12 feet to either side of the new construction prior to any excavation/trench.

C. Prime Contractor shall pothole to locate existing utilities and provide as-builts for horizontal and vertical location.
   1. Visual verification by means of pot-holing by hand-digging, air excavation or water jet excavation shall occur at approximately 12 foot increments along existing utilities.
   2. Prime Contractor must hand expose to the point of no conflict 24" on either side of the underground facility, so you know its exact location before using power equipment.
   3. Any damage to existing utilities shall be the responsibility of the Prime Contractor to repair or reroute as necessary to maintain the operation of the system(s).

D. Prime Contractor shall be responsible for protecting and maintaining all trenches and/or excavations it has created by complying with Cal/OSHA standards.

E. Prime Contractor shall support and protect all existing site and offsite, above and/or below grade, utilities, improvements, and structures.

F. Prime Contractor shall provide and maintain appropriate barricades to protect people, vehicles, and equipment from falling into the trench/excavation. Lighted barricades must be provided at night.
   1. Any trench/excavation that will remain open overnight will require either one or a combination of the following barriers: railings, temporary fencing around perimeter, delineators and “danger” tape, walkway, bridge, and steel plate, and must be reviewed by Construction Manager prior to the Prime Contractor leaving.
      a. Barriers must be installed a minimum of 6 feet from the face of the trench or excavation.
   2. Any steel plate (Bridge Plate) or other cover shall be installed in a manner so as to eliminate tripping hazards.

G. Prime Contractor’s Competent Person shall:
   1. Determine the soil classification (Type A, B, or C) to determine the appropriate type of protective system required for the excavation.
   2. Supervise trenching or excavating operations.
   3. Inspect their trench and/or excavation prior to use each day, regardless of the depth.
      a. Prime Contractor shall have written documentation of their inspection and submit to Construction Manager upon completion of the inspection.
   4. Be available at the project site during period of access into all trenches/excavations regardless of the protective systems.

H. The Prime Contractor’s materials for the protection of personnel (e.g. bracing, shoring, shielding, and trench boxes) must be in good condition and of proper dimensions/materials.

I. Excavation greater than 20 feet in depth must have a professional excavation plan approved by a Registered Professional Engineer (RPE). Reports of engineered excavations by professional engineers shall be submitted to Construction Manager.

J. Excavated soils, material or equipment are to be kept at least two (2) feet from the edge of the excavation.

K. Ladders or other safe means of access and egress must be provided by the Prime Contractor when the depth of the trench or excavation are 4 feet or more in depth and spaced within 25 feet of lateral travel.

L. Walkways or bridges with standard guardrails shall be provided where personnel or equipment are required or permitted to cross over excavations over six (6) feet in depth and wider than 30 inches.

M. Structural ramps:
   1. That are used by personnel as a means of access or egress from excavations shall be designed by a Competent Person.
   2. Structural ramps used for access or egress of equipment shall be designed by a Competent Person qualified in structural design and shall be constructed in accordance with the design.

N. Where pedestrian traffic must be accommodated over excavations, suitable non-skid plates or other suitable material capable of withstanding at least twice the maximum intended load must be provided to serve as a pedestrian runway for safe passage.
   1. The edges of the runway shall be tapered to minimize trip hazards. Alternatively, the approach to the runway shall be tapered with a suitable and durable material, or the runway set into the surface, to minimize trip hazards.

O. Rescue equipment must be provided by the Prime Contractor (e.g. full body harness and lifeline, breathing apparatus, and basket stretcher) when hazardous atmospheric conditions are expected to exist in a trench or excavation. (See Confined Space Entry for additional requirements).

PART 4 - EXHIBITS

4.1 Forms

A. Competent Person Designation Form:.....Reference Exhibit “C.1”

B. Job Hazard Analysis (JHA) Form:.....Reference Exhibit “C.2”

C. Pre-Shift Crew Meeting Form:.....Reference Exhibit “C.3”

D. Lift Pick & Critical Lift Plan Form:..... Reference Exhibit “C.4”

Exhibit "C.1 – Competent Persons Designation Form

COMPETENT PERSON DESIGNATION

An evaluation has determined that the person named below has knowledge of the systems, equipment, conditions and procedures, proper use, inspection, manufacturer's recommendations and instructions, and maintenance for the activities designated below. Consequently, this person has been designated as a: **"C" = Competent Person(s), "Q" = Qualified Person(s), "L" = licensed, "S" = Supervisor per Cal/OSHA guidelines** and delegated the responsibility and authority for coordinating activities and operations covered by the designation(s).

COMPANY: _____

Name of Designated Competent Person: _____

Title of Designated Competent Person: _____

COMPETENT PERSON DESIGNATION(S): Check all that apply

C = "Competent Person(s)", Q = "Qualified Person(s)", L = "Licensed or S = "Supervisor(s)"

☐ Asbestos Abatement (C)	☐ Demolition (Q)	☐ Ladders (Q)	☐ Scaffold (C)
☐ Burning, Welding & Hot-work (C)	☐ Electrician (Live Circuit) (Q)	☐ Lead Abatement (S)	☐ Silica & Dust (C)
☐ Confined Space (C)	☐ Explosives (L)	☐ Pile Driving (C)	☐ Steel Erection (C)
☐ Cranes & Rigging (Q)	☐ Fall Protection (C & Q)	☐ Powder Actuated Tool (Q)	☐ Trench/Excavation (C)

REVIEW AND VERIFY THE CREDENTIALS FOR DESIGNATED COMPETENT PERSON – Check all that apply

(Company Authorized Representative to complete):

☐ Formal Training (describe the training received and attach copy of training certificate(s), and the year training was completed):

_____

_____

☐ Union Apprenticeship (describe the training received and attach copy of training certificate(s), and the year training was completed):_____

_____

☐ Years of Experience (describe how this experience has enabled this person to be considered "Competent Person", and provide the number of years): _____

_____

_____

☐ Informal Training (describe the training, and when this training was conducted):_____

_____

_____

☐ On-The-Job Performance (OJT): (describe how OJT has enabled this person to be considered "Competent Person", and provide the number of years): _____

_____

SIGNATURES:

Competent Person: _____ **Date:** _____

Company Authorized Representative: _____ **Date:** _____

Title of Company Authorized Representative: _____

Rev 1 1 of 1 Competent Person Designation V2.2019

Exhibit "C.2" – JHA Form

Job Hazard Analysis (JHA)

Job/Operation Title:	JHA #:	Date:
Job Site Location:	Analysis By:	Approved By:
Contractor:	Special Hazard(s):	

Safety Equipment Required for this task:

- ☐ Hard Hats
- ☐ Safety Glasses
- ☐ Face Shield
- ☐ Work Vests
- ☐ Gloves
- ☐ Steel Toe Boots
- ☐ Respirator
- ☐ Hearing Protection
- ☐ Hot Work Permit
- ☐ Confined Space Permit
- ☐ Lockout/Tagout
- ☐ Fire Extinguisher
- ☐ Caution Tape
- ☐ Danger Tape
- ☐ Barricades
- ☐ Other:

SEQUENCE OF BASIC JOB STEPS		POTENTIAL HAZARDS/ACCIDENTS		RECOMMENDED SAFE JOB PROCEDURES	
Step No.		Step No.		Step No.	

The Job Safety & Hazard Analysis (JSHA) is intended to assist in planning work. It is a guideline and not a definitive study of the hazards that may be present or may impact the job. Prime Contractor Supervisor is expected to complete their own independent Job Safety & Hazard Analysis (JSHA) prior to work beginning. Files of completed forms should be maintained at the jobsite.

Page 1 of 1

Exhibit "C.3" – Pre-Shift Crew Meeting Form

Pre-Shift Crew Meeting (Production & Safety)

Contractor:					**Conducted by:** Title:		**Day of Week & Date:**
Project Name:					**Special Hazard(s):**		
Safety Equipment and PPE Required for the task(s):	☐ Hard Hats ☐ Safety Glasses ☐ Face Shield ☐ Work Vests	☐ Gloves ☐ Steel Toe Boots ☐ Respirator ☐ Hearing Protection	☐ Hot Work Permit ☐ Confined Space Permit ☐ Lockout/Tagout ☐ Fire Extinguisher	☐ Caution Tape ☐ Danger Tape ☐ Barricades ☐ Traffic Control Devices	☐ Other:		
Task(s)			**Tools, Equipment & Material needed**			**Safe Work Procedures & Proper Material Handling techniques**	

Attendees (attach another page if needed):

	Print Name	Signature		Print Name	Signature
1			7		
2			8		
3			9		
4			10		
5			11		
6			12		

Questions from the crew:

Each Contractor shall conduct a pre-shift meeting at the start of each shift.

Page 1 of 1

Exhibit "C.4" – Lift Pick & Critical Lift Plan Form
1 of 3

Lift Pick & Critical Lift Plan

GENERAL INFORMATION		
Date of lift:	Project Name:	Lift Location:
Contractor Name:		
Crane Company Name:		
Person responsible for plan & contact info:		
Crane Operator:	Signal Person:	
Crane Rigger:	Crane inspected by:	
Crane Oiler:	Rigging inspected by:	
Designated Lift Leader:	Other:	

CRANE INFORMATION		
Make:	Model:	S/N:
Date of Manufacture:	Size (Capacity in tons):	
Type of crane: ☐ Hydraulic ☐ Friction ☐ Lattice ☐ Truck ☐ Rough Terrain ☐ Crawler		

LOAD
Description of load(s):
Weight of max load (provide manufacturers product data sheets and/or calculations):
Location of load center of gravity (provide manufacturers product data sheet and/or sketch):
How will the load center of gravity be determined:
Will any load be upended? If so, provide stability evaluation from manufacturer or professional engineer:

RIGGING INFORMATION
List rigging components – be specific: manufacturer, description, size, length, capacity, and weight:

CRANE LOCATION & CLEARANCE
Provide a to-scale plot plan showing crane location, adjacent buildings, pipe racks, and other significant obstructions within load swing radius. Indicate direction and span of swing.
Provide a to-scale elevation depicting crane, adjacent structures, and load.
What is the horizontal distance from the crane center pin to the nearest structure?
What is the minimum clearance from boom to highest point of structure during a pick?

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Exhibit "C.4" – Lift Pick & Critical Lift Plan Form
2 of 3

Lift Pick & Critical Lift Plan

What is the minimum clearance from load to highest point of structure during a pick?		
What is the minimum distance from boom to load during a pick?		
Will the load or any part of the crane be over any active piping, tanking, or equipment during a pick? Please explain:		
Have underground site utilities been identified and located?		
SET-UP		
Boom angle (degrees):	Distance from Pin (in feet):	
Crane Capacity at set-up configuration (pounds or tons):	Load including rigging is what percentage (%) of rated crane capacity:	
Maximum vertical boom elevation (including erected jib) in feet:	If vertical boom elevation exceeds 200' above existing site elevation, provide FAA permit number:	
EQUIPMENT and LIFT RELATIONSHIP		
Maximum operating radius (feet):	Planned operating radius (feet):	
Allowable load per load chart (in pounds or tons):	Ratio of lift to allowable load (%):	
Clearance between boom and load (feet and inches):	Clearance to existing facilities (feet):	Clearance to energized power lines (feet):
GROUND STABILITY		
Surface Type: ☐ Bare ground ☐ Asphalt ☐ Concrete	Additional Comments:	
Type of support used: ☐ Mat ☐ Cribbing	***Note: Mats or cribbing will be used on all surfaces***	
Will outriggers be located over underground utilities? ☐ Yes ☐ No If yes, explain protective measures to be taken:		
How will outriggers be configured? ☐ Fully extended ☐ Intermediate and Pinned ☐ Fully retracted		
WEATHER		
Lift will not proceed if wind exceeds (MPH):	Precipitation type: ☐ Rain ☐ Snow ☐ Ice ☐ None	
Cloud type: ☐ Overcast ☐ Clear	Lift conducted: ☐ During daylight ☐ With artificial light	
LIFT AREA RESTRICTIONS		
Area Barricaded: ☐ Yes ☐ No	Equipment swing radius barricaded: ☐ Yes ☐ No	
Warning signs required: ☐ Yes ☐ No	Unnecessary personnel removed from area: ☐ Yes ☐ No	
Will max working radius of boom be within 20' of an overhead power line: ☐ Yes ☐ No	***If yes, attach JHA outlining how contact hazard will be mitigated.***	

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Exhibit "C.4" – Lift Pick & Critical Lift Plan Form
3 of 3

Lift Pick & Critical Lift Plan

COMMUNICATION	
Operator view is unobstructed (pick to set): ☐ Yes ☐ No	Communication used: ☐ Hand signals ☐ Radio ☐ Other: Explain other:

PRE-LIFT SAFETY MEETING
Type of lift: ☐ Load exceeds 75% of load chart capacity for lifting equipment (Critical Pick) ☐ Two or more cranes / booms required to lift ☐ Specialized hoisting rigging equipment used ☐ Load suspended or moved over loaded lined ☐ Other (Specify)
Items discussed:
Non-compliance with any part of this Crane Lift Plan will be grounds for immediate cessation of work along with corrective action which could lead to permanent removal from the site.
Contractor, Rigger and Crane Operator are responsible for the accuracy of all calculations and inspections. Any review conducted by Tilden-Coil is to ensure completion of form only.

SIGNATURES			
Crane Company Responsible Person:			
	Print Name	Signature	Date
Contractor Responsible Person:			
	Print Name	Signature	Date

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SECTION 014050 - TESTING AND INSPECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions

B. Special Conditions

C. Project Record Documents/Project Closeout (Section 017700)

D. Warranties and Bonds (Section 017800)

E. Quality Control (Section 014000)

F. Protection of existing Work (Section 028110)

G. Technical Specifications: Contractor must comply with all testing requirements as noted.

1.02 SUMMARY

A. Section Includes:

1. Provide testing and inspection services to meet requirements of the California Building Code (“CBC”), Title 24, Parts 1 and 2.

1.03 TESTS

A. District will select an independent testing laboratory to conduct tests. Selection of material required to be tested shall be by the laboratory or the District's designated representative and not by Contractor.

B. Contractor shall notify the District's designated representative a sufficient time in advance of the manufacture of material to be supplied by District under the Contract Documents, which require testing tested under terms of the Contract, so District may arrange for testing at the source of supply.

C. Any material shipped by Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required shall not be incorporated into the Work.

D. District will select and pay testing laboratory costs for all tests and inspections, but may be reimbursed by Contractor for such costs under the terms of the Contract Documents.

1.04 TEST REPORTS

One copy of test reports shall be forwarded to the DSA by the testing agency. Such reports shall include all tests made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. Records of special sampling operations as required shall also be reported. Reports shall show that material or materials were sampled and tested in accordance with requirements of CBC, Title 24, Parts 1 and 2, and with the approved Specifications. Test reports shall show specified design strength. They shall also state definitely whether or not material or materials tested comply with requirements.

1.05 VERIFICATION OF TEST REPORTS

Each testing agency shall submit to the DSA an affidavit of certified testing using a Testing Inspection Report form that complies with contract documents as well as the project T. I. sheet (Testing & Inspection Sheet). Provide the report in duplicate covering tests which are required to be made by that agency during progress of project. Such report shall be furnished

each time that work on the project is suspended, covering tests up to that time, and at completion of the project, covering all tests.

1.06 INSPECTION BY THE DISTRICT

A. District and its representatives shall at all times have access, for purpose of inspection, to all parts of the Work and to shops wherein the Work is in preparation, and Contractor shall at all times maintain proper facilities and provide safe access for such inspection.

B. District shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected; rejected materials shall be removed from the premises without charge to the District. If Contractor does not correct such rejected Work within a reasonable time, fixed by written notice, the District may correct same and charge the expenses to Contractor.

C. Should it be considered necessary or advisable by the District, at any time before final acceptance of the entire Work, to make an examination of the Work already completed, by removing or tearing out the same, Contractor shall on request promptly furnish necessary facilities, labor and materials.

D. If such Work is found to be defective in any respect due to fault of Contractor or his Subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed Contractor.

1.07 DISTRICT INSPECTOR

A. District Inspector, employed by the District pursuant to California Code of Regulations, Title 24, will be assigned to the Work. District Inspector's duties are specifically defined in Title 24, Part I, Sec. 4-342.

1. The work of construction in all stages of progress shall be subject to the personal continuous observation of the District Inspector. District Inspector shall have free access to any and all parts of the Work at any time. Contractor shall furnish the District Inspector reasonable facilities for obtaining such information as may be necessary to keep District Inspector fully informed respecting progress and manner of the Work and character of materials.

2. Inspection of the Work shall not relieve Contractor from any obligation to fulfill this Contract.

1.08 VERIFIED REPORT

Contractor shall comply with Part 1, Title 24, Sections 4-336 and 4-343 California Code of Regulations and issue verified reports through the Architect as required.

1.09 ADDENDA AND CHANGE ORDERS

A. The intent of these drawings and specifications is that the Work of the alteration or reconstruction is to be in accordance with Title 24, California Code of Regulations. Should any conditions such as deterioration or non-complying construction be discovered which is not covered by the Contract Documents wherein the finished Work will not comply with Title 24, California Code of Regulations, a Change Order detailing and specifying the required Work shall be submitted to and approved by the DSA before proceeding with the Work.

B. In accordance with Part 1, Title 24, Section 4-338, California Code of Regulations, all addenda and Change Orders contemplated by this Article 1.09 shall be approved by DSA prior to proceeding with any Work subject to the Change Order.

1.10 TESTS AND INSPECTIONS

Refer to Exhibit E - DSA Form 103

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION

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SECTION 014200 - REFERENCE STANDARDS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Obtaining of Permits and Licenses and Work to Comply with All Applicable Regulations;

B. Special Conditions;

C. Quality Control.

1.02 DESCRIPTION

A. This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

B. Titles of Sections and Paragraphs: Captions accompanying Specification Sections and Paragraphs are for convenience of reference only, and do not form a part of the Specifications.

C. Applicable Publications:

1. All work covered by this specification is to be done in full accordance with Local, State, and Federal codes, regulations, and ordinances in effect at the time of the execution of the Contract. All requirements of local Building Department and fire jurisdiction are to be fulfilled by Contractor and its Subcontractors.

2. Whenever in these specifications, references are made to published specifications, codes, standards, or other requirements, it shall be understood that wherever no date is specified, only the latest specifications, standards, or requirements of the respective issuing agencies which have been published as of the date that the Work is advertised for bids, shall apply; except to the extent that said standards or requirements may be in conflict with applicable laws, ordinances, or governing codes. No requirements set forth herein or shown on the Drawings shall be waived because of any provision of, or omission from, said standards or requirements.

1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

A. Without limiting the general provisions of other portions of the Specifications, all Work specified herein shall conform to or exceed the requirements of all applicable codes governing the Work of this Contract and the applicable requirements of the following documents to the extent that the provisions of such documents are not in conflict with the requirements of these Specifications or the applicable codes.

B. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction of the Work, are hereby

incorporated into these Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site copies of all the listed documents applicable to the Work as the District and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations ("CCR").

C. This Project shall be governed by applicable regulations, including, without limitation, the State of California 's Administrative Regulations for the Division of the State Architect-Structural Safety ("DSA/SS"), Chapter 4, Part 1, Title 24, CCR, and the most current version on the date the bids are opened and as it pertains to school construction including, without limitation:

1. Test and testing laboratory per Section 4-335 (District shall pay for the testing laboratory.)

2. Special inspections per Section 4-333(c).

3. Verified reports per Section 4-365 & 4-343(c).

4. Duties of the Architect & Engineers shall be per Section 4-333(a) and 4-341.

5. Duties of the Contractor shall be per Section 4-343.

6. Addenda and Change Orders per Section 4-338.

D. Contractor shall keep and make available a copy of Part 1 and 2 of the most current version of Title 24 at the Site during construction.

E. Items of deferred approval shall be clearly marked on the first sheet of the Architect's and/or Engineer's approved Drawings. All items later submitted for approval shall be per Title 24 requirements to the DSA.

1. Building Standards Administrative Code, Part 1, Title 24, CCR

2. California Building Code (CBC), Part 2, Title 24, CCR; (Uniform Building code volumes 1-3 and California Amendments).

3. California Electrical Code (CEC), Part 3, Title 24, CCR; (National Electrical Code and California Amendments).

4. California Mechanical Code (CMC), Part 4, Title 24, CCR; (Uniform Mechanical Code and California Amendments).

5. California Plumbing Code (CPC), Part 5, Title 24, CCR; (Uniform Plumbing Code and California Amendments).

6. California Fire Code (CFC), Part 9, Title 24, CCR; (Fire Plumbing Code and California Amendments).

7. California Referenced Standards Code, Part 12, Title 24, CCR.

8. State Fire Marshal Regulations, Public Safety, Title 19, CCR.

9. Partial List of Applicable NFPA Standards:

   a. NFPA 13 - Automatic Sprinkler System.
   b. NFPA 14 - Standpipes Systems.
   c. NFPA 17A - Wet Chemical System.
   d. NFPA 24 - Private Fire Mains.
   e. (California Amended) NFPA 72 - National Fire Alarm Codes.
   f. NFPA 253 - Critical Radiant Flux of Floor Covering System.
   g. NFPA (Most current) - Clean Agent Fire Extinguishing Systems.

10. California Division of the State Architect interpretation of Regulations.

F. This Project shall be governed by the most current version (as of the date the bids are opened) of the following applicable regulations, including, without limitation:

1. CCR Title 8 - Industrial Relations, Chapter 4, Division of Industrial Safety, Safety Orders (CAL/OSHA).

2. CCR Title 29 - Public Safety.

3. CCR Title 22 - Social Security.

4. CCR Title 24 - Building Standards.

5. California Building Code (CBC): Comply with CBC latest edition and all other laws, regulations, rules, orders, codes and ordinances specified in other Sections of this Specification or bearing on the Work.

6. Standard Specifications for Public Works Construction (Green Book): Comply with “Green Book’s” latest edition bearing on the Work.

7. Other Standards: When required by this Specification, comply with the standards promulgated by the following agencies and organizations.

   a. ACI American Concrete Institute
   b. AGA American Gas Association
   c. AISC American Institute of Steel Construction, Inc.
   d. AISI American Iron and Steel Institute
   e. ANSI American National Standards Institute
   f. ASHRAE American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.
   g. ASME American Society of Mechanical Engineers
   h. ASSE American Society of Sanitary Engineering
   i. ASTM American Society for Testing and Materials
   j. AWS American Welding Society, Inc.
   k. AWWA American Water Works Association, Inc.
   l. CRSI Concrete Reinforcing Steel Institute
   m. CS Commercial Standard of NBS (U.S. Dept. of Commerce)
   n. FM Factory Mutual Engineering Corp.
   o. FS Federal Specifications (General Services Admin.)
   p. NBS National Bureau of Standard (U.S. Dept. of Commerce)
   q. NEC National Electrical Code by NFPA
   r. NEMA National Electrical Manufacturers Association
   s. NFPA National Fire Protection Association
   t. NRMCA National Ready Mixed Concrete Association

u. NSF National Sanitation Foundation
v. OSHA Occupational Safety & Health Administration (U.S. Dept. of Labor)
w. PCA Portland Cement Association
x. PS Product Standard of NBS (U.S. Dept. of Commerce)
y. SSPC Steel Structures Painting Council
z. UL Underwriters Laboratories
aa. WRI Wire Reinforcement Institute

G. In case of conflict between codes, reference standards, Drawings and the other Contract Documents, the most stringent requirements shall govern. All conflicts shall be brought to the attention of the Architect for clarification and direction prior to ordering or providing any materials or labor. The Contractor shall bid the most stringent requirements.

H. Applicable Standard Specifications: The Contractor shall construct the Work specified herein in accordance with the requirements of the Contract Documents and the referenced portions of those referenced codes, standards, and specifications specified herein; except, that whenever references to "Standard Specifications" are made, the provisions therein for measurement and payment shall not apply.

I. Applicable Safety Standards: References herein to "Cal-OSHA" shall mean State of California, Department of Industrial Relations, Construction Safety Orders, as amended to date, and all changes and amendments thereto which are effective as of the date of construction.

J. References herein to "OSHA Standards" shall mean Title 29, Part 1910, Occupational Safety and Health Standards, Code of Federal Regulations (OSHA), including all changes and amendments thereto.

PART 2 – PRODUCTS NOT USED

PART 3 – EXECUTION NOT USED

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Quality assurance and control of installation.

B. References.

C. Field samples.

D. Mock-up.

E. Inspections and testing.

F. Verified reports.

G. Manufacturer's field services and reports.

1.02 QUALITY ASSURANCE and CONTROL OF INSTALLATION

A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship to produce work of specified quality.

B. Comply fully with manufacturer's instructions including each step in sequence.

C. Should manufacturer's instructions conflict with Contract Documents, request clarification from ARCHITECT before proceeding.

D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes or specified requirements indicate higher standards or more precise workmanship.

E. Perform work by persons qualified to produce workmanship of specified quality.

F. Where experience minimums for workmen, applicators, companies, or manufacturers are required in individual sections, written certification and documentation substantiating such minimums shall be submitted and approved by the ARCHITECT, when requested.

G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.03 REFERENCES

A. Conform to reference standard by date of issue current on date of Contract Documents.

B. Obtain copies of standards when required by Contract Documents.

C. Should specified reference standards conflict with Contract Documents, request clarification from the ARCHITECT before proceeding.

D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.04 FIELD SAMPLES

A. Install field samples at the site as required by individual specifications sections or the Scope of Work Summary for review by ARCHITECT.

B. Accepted samples represent a quality level for the Work.

C. Where field sample is specified in individual sections to be removed, clear area after field sample has been accepted by ARCHITECT and is no longer required for reference.

1.05 MOCK-UP

A. Tests will be performed under provisions identified in this section.

B. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.

C. Where mock-up is specified in individual sections to be removed, clear area after mock-up has been accepted by ARCHITECT and is no longer required for reference.

1.06 INSPECTIONS AND TESTING

A. A DSA Inspector of Record (IOR), herein referred to as the "IOR" will be employed by the OWNER and approved by Office of Regulation Services, Division of State Architect ("ORS/DSA") in accordance with Part 1, Title 24, Section 4-333, California Code of Regulations. His duties are described in Part 1, Title 24, Section 4-342, CCR. His duties are also required and defined in Sections 17309, 17311, 81141, and 81143 of the California Education Code as they relate to schools.

B. The on-site IOR will make normal building and code compliance inspections. CONTRACTOR will be responsible for compliance with all requirements of applicable codes per the Contract Documents. CONTRACTOR shall inform the CONSTRUCTION MANAGER at least 2 working days prior to scheduling required inspections. Use Inspection Request Form supplied in the appendix of this manual and also complete and submit the required DSA Form 156.

C. Inspection, testing, and sampling will be performed as specified in the General Conditions and the specific divisions of the Contract Documents. The Owner, through the CONSTRUCTION MANAGER, will contract for performance of soil, concrete, steel, grout and mortar testing. Review the Contract Documents for CONTRACTOR testing and sampling requirements. In all cases where testing is being performed of samples being taken, the CONSTRUCTION MANAGER will be given notification pursuant to Contract Document requirements. CONTRACTOR shall also timely request special inspections as required by DSA and complete and submit the required DSA verified report forms.

D. If inspection or testing discloses errors, omissions, inconsistencies, or deficiencies during construction activities, the CONTRACTOR will be immediately notified by a Notice of Non-Conforming Work form. If corrective action is not apparent, the

CONSTRUCTION MANAGER may request the CONTRACTOR to propose a corrective action plan.

E. All Inspection requests will be submitted through the CONSTRUCTION MANAGER to the IOR. The CONSTRUCTION MANAGER shall log and monitor time, date and subject of all Inspection Requests utilizing an Inspection Log, and maintaining a binder additionally containing copies of above completed form, as well as copies of Inspection Request Response form executed by the IOR. Photographs of area or items to be inspected will be taken and kept as part of the permanent daily record of the project. Inspection log must indicate the title/number of the photos and their permanent file location.
   1. CONTRACTOR shall use Inspection Request Form provided herein.

1.07 VERIFIED REPORTS

A. CONTRACTOR shall comply with Part 1, Title 24, Sections 4-336 and 4-343, California Code of Regulations. Issue verified reports through the DSA "Box" as required.

1.08 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and as applicable and to initiate instructions when necessary.

B. Manufacturers' Representatives shall report observations and site decision or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

C. Submit report of observation to ARCHITECT for review.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

PART 4 FORMS

4.01 INSPECTION REQUEST FORM

INSPECTION REQUEST

DATE:	CONTRACTOR:

TRADE:

DESCRIPTION OF REQUIRED INSPECTION:

INSPECTION LOCATION:	DATE REQUIRED:
	TIME REQUIRED:
PHONE:	

CONTRACTOR **has ensured by submission of this Inspection Request,** CONTRACTOR **has performed a quality control check of their Work and the Work is in compliance with the Contract Documents.** CONTRACTOR **also acknowledges that any re-inspection is subject to cost incurred by OWNER and said cost to be deducted from** CONTRACTOR'S **contract sum.**

REQUESTED BY:	DATE:
TITLE:	SPECIAL INSTRUCTIONS:
SIGNATURE:	BATCH PLANT INSP. REQ'D: YES NO

INSPECTORS COMMENTS:	
DATE:	SIGNATURE:

SUBMIT TO CONSTRUCTION MANAGER 2 WORKING DAYS PRIOR TO DATE & TIME REQUIRED.

DATE & TIME RECEIVED BY Tilden-Coil:
PROJECT MANAGER:

cc: CM File

END OF SECTION

SECTION 01 45 29
TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Regulatory Requirements.

B. Selection and payment.

C. Laboratory responsibilities.

D. Laboratory reports.

E. Limits on testing laboratory authority.

F. CONTRACTOR responsibilities.

G. Schedule of inspections and tests.

H. Expansion anchors and powder actuated fasteners.

I. DSA-103 Form.

1.02 REGULATORY REQUIREMENTS

A. Part 1, Title 24, Section 4-335, California Code of Regulations: Testing required by the Office of Regulation Services, Division of the State Architect ("DSA").

B. Part 2, Title 24, California Code of Regulations (2016 CBC) Inspections, testing and approvals required by individual sections therein.

C. Construction Oversight Process Procedure required by the California Code of Regulations, Title 24, and as further described in the DSA's PR 13-01, and 13-02.

1.03 SELECTION AND PAYMENT

A. OWNER will employ and pay for services of an independent Testing Laboratory approved by the ARCHITECT and DSA to perform inspection and testing in accordance with Part 1, Title 24, Section 4-335, California Code of Regulations.
   1. When hazardous materials abatement measures are included in the work, OWNER will employ and pay for the services of an independent testing laboratory, licensed and certified by the State, to conduct clearance and air sampling tests.

B. Testing Laboratory shall forward all billings and records of such costs to the OWNER for approval. Such costs, if determined by the OWNER to be attributable to the CONTRACTOR under this provision, will be deducted from CONTRACTOR'S final payment (or any funds due and payable) by change order.

C. When tests and inspections are required on an overtime basis, initial payment will be made by OWNER. At termination of work or completion of project, all costs for overtime testing and inspections will be deducted from CONTRACTOR'S final payment (or any funds due and payable) by change order.

D. Before Testing Laboratory file testing and inspection billings with OWNER, they shall be so billed to segregate straight time from overtime costs and all overtime costs are to be substantiated with a detailed explanation for necessity of such work costs.

E. When materials tested fail to meet requirements herein specified, they shall be promptly corrected or removed and replaced and retested in a manner required by the ARCHITECT. Costs involved in re-testing will be paid by the OWNER and deducted from CONTRACTOR'S final payment (or any funds due and payable) by change order.

F. Employment of testing laboratory shall in no way relieve CONTRACTOR of obligation to perform work in accordance with requirements of Contract Documents.

1.04 LABORATORY RESPONSIBILITIES

A. Laboratory shall be licensed to conduct testing and inspection operations in California. It shall be supervised by a State Licensed Civil Engineer who shall certify and sign all reports.

B. Provide qualified personnel at site. Cooperate with ARCHITECT, Project Inspector and CONTRACTOR in performance of services.

C. Perform specified inspection, sampling, and testing of Products in accordance with standards specified herein.

D. Ascertain compliance of materials and mixes with requirements of Contract Documents.

E. Promptly notify ARCHITECT, Project Inspector, and CONTRACTOR by letter of observed irregularities or non-conformance of Work or Products.

F. Perform additional inspections and tests required by ARCHITECT or Governing Agencies.

G. Immediately upon Testing Laboratory determination of a test failure, the laboratory shall telephone the results of test to ARCHITECT. On the same day, laboratory shall send written test results to those named on the distribution list below.

1.05 LABORATORY REPORTS

A. After each inspection and test, promptly submit one (1) copy of laboratory report to the following:
   1. OWNER.
   2. CONSTRUCTION MANAGER.
   3. Project Inspector.
   4. ARCHITECT.
   5. Structural Engineer.
   6. Mechanical and Electrical Engineers (Related Tests and Inspections).
   7. DSA.

B. Include:
   1. Date issued.

2. Project title, ARCHITECT'S number, DSA application and file number.
3. Name of Inspector.
4. Date and time of sampling or inspection.
5. Identification of product and Specifications Section.
6. Location in the Project.
7. Type of inspection or test.
8. Date of test and ambient conditions at time of test.
9. Results of tests.
10. Conformance with Contract Documents.
11. Signature by Registered Professional Engineer licensed in California.
12. Statement that tests were conducted in accordance with Parts 1 and 2, Title 24, California Code of Regulations.

C. Test reports shall include tests made, whether such tests indicate that the material performed satisfactorily or not. Samples taken but not tested shall be reported. Reports shall show that the materials were sampled and tested in accordance with the requirements of the approved specifications. Reports shall show the specified design strength and shall state whether or not the materials tested comply with requirements. Report special sampling operations where required.

D. Submit a report verifying that tests and inspections herein specified and otherwise required have been completed and material and workmanship complies with the contract documents. Such verification reports shall be submitted at the completion of the project and at any time the project is suspended. Parties to receive such reports are the same as listed above.

E. When requested by ARCHITECT, provide interpretation of test results.

1.06 LIMITS ON TESTING LABORATORY AUTHORITY

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Laboratory may not approve or accept any portion of the Work.

C. Laboratory may not assume any duties of CONTRACTOR.

D. Laboratory has no authority to stop the Work.

1.07 CONTRACTOR RESPONSIBILITIES

A. Deliver to laboratory at designated location, adequate samples of materials proposed to be used which require testing.

B. Cooperate with laboratory personnel, OWNER'S Representative, Project Inspector, CONSTRUCTION MANAGER, and the ARCHITECT and provide access to the Work including weekends and after work hours and to manufacturer's facilities.

C. Provide incidental labor materials and facilities to provide at all times, safe access to Work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.

D. Notify CONSTRUCTION MANAGER, Project Inspector and laboratory 48 hours prior to expected time for operations requiring inspection and testing services. Also, notify

OWNER in advance of manufacturer of materials to allow testing at source of supply.

E. The OWNER, Project Inspector, CONSTRUCTION MANAGER, or the ARCHITECT shall have the right to reject materials and workmanship which are defective or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without cost to the OWNER. If the CONTRACTOR fails to correct such rejected work within a reasonable time, fixed by written notice, the OWNER will correct same and charge the expense to the CONTRACTOR by change order.

F. Should it be considered necessary or advisable by the OWNER at any time before date of substantial completion of the entire work to make an examination of work already completed by removing or tearing out the same, the CONTRACTOR shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of the CONTRACTOR or his subcontractor, all extra expenses shall be charged to the CONTRACTOR by change order. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement costs shall be allowed the CONTRACTOR by change order.

G. When changes of construction schedule are necessary during construction, coordinate such changes with the Testing Laboratory as required.

H. When the testing laboratory is ready to test according to the established schedule, but is prevented from testing or taking specimens due to incompleteness of the Work, extra charges for testing attributable to the delay shall be charged to the CONTRACTOR by change order.

I. Inspecting and testing performed exclusively for the CONTRACTOR'S convenience shall be the sole responsibility of the CONTRACTOR.

J. Selection of materials to be tested shall be made by the testing laboratory or the Project Inspector and not by the CONTRACTOR.

1.08 SCHEDULE OF STRUCTURAL TEST AND INSPECTIONS (FORM DSA-103) (2016 CALIFORNIA BUILDING CODE REFERENCED)

A. MASONRY - CBC CHAPTER 21A

1. Materials:

a. Masonry Units	-	2103A.1, ASTM C90, sampled and tested using ASTM C140 and CBC-17, 1704A.4.1
b. Portland Cement	-	ASTM C150, Type as specified, sampled and tested using CBC-17, 1704A.4.1
c. Lime	-	ASTM C260, Type as specified, sampled and tested using CBC-17, 1704A.4.1
d. Mortars and Aggregates	-	2103A.8, 2103A.12.3, ASTM C144, sampled and tested using CBC-17, 1704A.4.1
e. Grouts and Aggregates	-	2103A.12, ASTM C404, sampled and tested using CBC-17, 1704A.4.1
f. Reinforcing Bars	-	2103A.13, ASTM A615, A767, or A775 as required for specified finish, sampled and tested using CBC-17, 1704A.4.1 and

fabricated in accordance with CBC-19, Article 1907A

2. Masonry Quality
   a. Mortar Tests - 2105A.2, ASTM C270, Type S, proportion mix, inspected and tested in accordance with CBC-21A, Article 2103A.8 and CBC-17A, Article 1704A.5 and its referenced Table 2105A.5.3
   b. Grout Tests - 2105A.2, ASTM C476, Fine and Course Grout, proportion mix, inspected and tested in accordance with CBC-21A, Article 2103A.8 and CBC-17A, Article 1704A.5 and its referenced Table 2105A.5.3
   c. Masonry Core Tests - 2105A.4
   d. Masonry Unit Tests - 2105A.2.2.1
   e. Reinforced Bar Tests - 1916A.2

3. Masonry Inspection
   a. Reinforcing Bar Welding - ACI 318:3.5.2, as amended by CBC-19, 1903A.7; inspected and tested in accordance with CBC-17A, Article 1704A.3.1.3, 1704A.3.1.4 and Table 1704A.3, DSA IR 17-3
   b. Reinforced Masonry - 1704A.5 and Table 1704A.5.3
   c. Masonry Screen Walls - 2115A.1 (non-bearing)

B. WOOD - CBC CHAPTER 23
   1. Materials
      a. Lumber Grading - 2303.1.1
      b. Plywood Grading - 2303.1.4, 2304.7
      c. Glue - Laminated Members - 2303.1.3
      d. Prefabricated I Joists - 2303.1.2
      e. Timber Connectors - DSA IR 23-1

C. CONCRETE - CBC CHAPTER 19A
   1. Materials:
      a. Portland Cement Tests - 1903A.1, ACI 318-08, ASTM C150, inspected and tested in accordance with 1704A.4.1 and 1916A.1
      b. Concrete Aggregates - 1903A.3, ACI 318-08, ASTM C33, inspected and tested in accordance with 1704A.4.1 and 1916A.1
      c. Reinforcing Bars - 1903A.4, ASTM A615, A767 or A775 as specified, inspected and tested in accordance with 1704A.4.1 and 1916A.1
      d. Mix Designs - 1905A.2, A.3, A.4, A.5
      e. Admixtures - ACI 318, Section 3.6
   2. Concrete Quality:

a. Proportions of Concrete - 1905A.2, ACI 318
b. Strength Tests of Concrete - 1905A.6, 1905A.6.2 - 1905A.6.5, 1916A.1
c. Splitting Tensile Tests - 1905A.6.2 - 1905A.6.5
d. Slump Tests - 1905A.6

3. Concrete Inspection:
a. Jobsite Inspection - 1704A.4 and Table 1704A.4

b. Continuous Batch Plant Inspection - 1704A.4.2
c. Waiver of Batch Plant - 1704A.4.3
d. Pre-Stressed Concrete - 1704A.4.4
e. Reinforcing Bar Welding - 1704A.3.1.3 and 1903A.7, 1916A.2
f. Construction Joints - 1906A.4, ACI 318

D. STEEL - CBC CHAPTER 22A
1. Materials:
a. Structural Steel - 2205A
b. Cold Formed Steel - 2209A.1, 2210A
c. Material Identification - 2203A.1
d. Steel Deck - 2209A
2. Inspection and Tests of Structural Steel:
a. Tests of Structural Steel - 2212A
b. Inspection of Cold Formed Steel - 1707A.4
c. Tests of High Strength, Bolts, Nuts and Washers - 2212A.1
d. Tests of End Welded Studs - 2212A.2, 1704A.3.1.1
e. Shop Fabrication Inspection - 1704A.2, 1704A.3.2
f. Welding Inspection - 1704A.3.1.1
g. High Strength Bolt Installation Inspection - 1704A.3.3
h. Non-Destructive Weld Testing - 1704A3.1.1, AISC 341, AWS D1.1, DSA IR 17-2

E. ALUMINUM - CBC CHAPTER 20A
1. Materials:
a. Alloys - 2002.1
b. Identification - 2002.1
2. Inspection:
a. Welding - 2003.1, 17A

F. EXCAVATIONS, FOUNDATIONS & RETAINING WALLS - CBC CHAPTERS 18A and 33A
1. Earth Fill Compaction: - Appendix J, Section J107
2. Inspections
a. Compaction - 1803A.5, 1810A, 3304.1, 1704A.7
b. Soils - 1704A.1, 1704A.7
c. Caissons/Drilled Piers - 1704A.9

G. ROOFING AND ROOF STRUCTURES
1. Materials:
a. Roof Concrete and Clay Tile - 1716A

b. Membrane Roofing - Chapter 15

H. FIRE-RATED DOORS AND FRAMES
1. Testing of Smoke and Draft Control Assemblies - CRSC 12-7-4, CBC Section 715.4

1.09 APPROVED EXPANSION ANCHORS

A. Wedge Type: KWIK BOLT TZ, 1/4 to 1 inch diameter, ICC No. ESR-1917, by Hilti Corp., Tulsa, OK.

B. Sleeve Type: Hilti HSL-3, 1/4 to 3/4 inch diameter, ICC No. ESR-1545, by Hilti Corp., Tulsa OK.

C. Maximum Values: The maximum allowable shear and tension values shall be determined in one (1) of the following ways;
1. The allowable load values shall be based on the ultimate shear and tension load data from qualification tests, in accordance with ASTM E-488, of at least five (5) test specimens, using a factor of safety of five (5) on the average of the test values or a factor of safety of four (4) on the lowest test value, whichever is lower, or;
2. An allowable load equal to but not more than eighty percent (80%) of the allowable load listed in the ICC Evaluation Report recommendation for a specific anchor in the same configuration as tested.

D. Expansion anchors installed in the tension zone (underside) of structural members (beams and slabs) shall have allowable load values modified beyond that defined in D.1 and D.2, unless data is submitted indicating that the specific anchor is not adversely affected by the cracking of concrete in the tension zone. From qualification test per D.1, a factor of safety equal to eight (8) shall be used on those anchors. If loads are determined from an ICC Evaluation Report, the allowable loads shall be based on bolts installed without special inspection.

E. Embedment, Spacing and Edge Distance: The minimum spacing between anchors shall be as defined in the ICC Report.

F. All expansion anchors shall meet the minimum depth of embedment criteria established by the ICC Report and/or manufacturer. The minimum slab thickness established in the manufacturer's technical guide for the specified anchor shall also be adhered to.

1.10 REQUIRED TESTING FOR POST INSTALLED ANCHORS IN CONCRETE

A. When post-installed anchors are used in lieu of cast-in place bolts, the installation verification test loads, frequency and acceptance criteria shall be in accordance with this section. Test loads or torques and acceptance criteria shall be shown on the construction documents.

B. If any anchor fails testing, all anchors of the same type shall be tested, which are installed by the same trade, not previously tested until twenty (20) consecutive anchors pass, then resume the initial test frequency.

C. Required test loads shall be determined by one of the following methods:
   1. Twice the maximum allowable tension load or one and a quarter (1¼) times the maximum design strength of anchors as provided in International Code Council - Evaluation Service Report ("ICC-ESR") or determined in accordance with Appendix D of ACI 318. Tension test load need not exceed 80 percent of the nominal yield strength of the anchor element (=0.8 $A_{se}f_{ya}$).
   2. The manufacturer's recommended installation torque as approved in an ICC-ESR.

D. When post-installed anchors are used for sill plate bolting applications, ten percent (10%) of the anchors shall be tested. When post-installed anchors are used for other structural applications all such anchors shall be tested. When post-installed anchors are used for non-structural applications such as equipment anchorage, fifty percent (50%) or alternate bolts in a group, including at least one-half the anchors in each group, shall be tested.

E. The testing of the post-installed anchors shall be done in the presence of the special inspector and a report of the test results shall be submitted to the enforcement agency. Refer to 1916A.7 for exceptions.

F. Acceptance criteria for post-installed anchors shall be based on ICC-ESR or manufacturers written instruction, acceptable to the enforcement agency. Field test shall satisfy following minimum requirements.
   1. Hydraulic ram method:
      Anchors tested with a hydraulic jack or spring loaded devices shall maintain the test load for a minimum of 15 seconds and shall exhibit no discernable movement during the tension test, e.g., as evidenced by loosening of the washer under the nut.
      For adhesive anchors, where other than bond is being tested, the testing device shall not restrict the concrete shear cone type failure mechanism from occurring.
   2. Torque wrench method:
      Anchors tested with a calibrated torque wrench must attain the specified torque within ½ turn of the nut.
      Exceptions:
      a. Wedge or sleeve type: One-quarter (¼) turn of the nut for a 3/8 in. sleeve anchor only.
      b. Threaded type: One-quarter (¼) turn of the screw after initial seating of the screw head.

G. Test procedure shall be as required by the ICC-ESR. Manufacturer's recommendation for testing may be approved by the enforcement agency, when ICC-ESR does not provide a testing procedure.

1.11 POWDER ACTUATED FASTENERS

A. Use of Powder actuated fasteners for tension loads is limited to support of minor loads such as suspended acoustical ceilings, ductwork and conduit.

B. Allowable Loads: Limited to less than 100 lbs.

C. Permissible Loads:
   1. Stone Aggregate Concrete: Minimum 0.177 inch diameter, minimum penetration 1-7/16 inch. Required Allowable Loads: 100 lbs or eighty percent (80%) of values

listed in ICC Report whichever is less:
a. 1500 and 1600W SERIES, by ITW Ramset, City of Commerce, CA, ICC No. ESR-1779.
b. Type DS, by Hilti Fastening Systems, Inc., Tulsa, OK, ICC No. ESR-1663.

2. Lightweight Aggregate Concrete: Minimum 0.145 inch diameter, minimum penetration 1-1/8 inch. Required Allowable Loads: 100 lbs or eighty percent (80%) of values listed in ICC Report whichever is less:
   a. 1500 SERIES, by ITW Ramset, City of Commerce, CA, ICC No. ESR-1799.

1.12 REQUIRED TESTING FOR POWDER ACTUATED FASTENERS

A. Testing: Operator, tool and fastener shall be pre-qualified by the Project Inspector.
   1. Tools shall conform to ANSI A10.3 safety requirements for Powder Actuated Fastening Systems and to all OSHA requirements.

B. The Project Inspector shall observe the testing of the first ten (10) fastener installations loaded in tension.

C. A test pullout load of not less than twice the design load or 200 lbs, whichever is greater, shall be applied to the fastener in such a manner as not to resist the spalling tendency of concrete in which the fastener is imbedded. Thereafter, random tests under the Project Inspector's supervision shall be made of approximately 1 in 10 fasteners. The design load shall not exceed 100 lbs.

D. Should failure occur on any fastener tested, all installations shall be tested until twenty (20) consecutive fasteners pass, then resume the initial testing frequency.

1.13 INSTALLATION

A. When installing drilled-in anchors and/or powder driven pins in reinforced concrete, use care and caution to avoid cutting or damaging reinforcing bars. When required by the ARCHITECT, locate the reinforcing by using a non-destructive method prior to installation. Exercise extreme care and caution to avoid cutting or damaging reinforcing during installation. Maintain a minimum clearance of one inch between the reinforcing and the anchor and/or pin.

1.14 DSA 103 FORM

A. Testing requirements as noted on the DSA 103 Form

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

PART 4 FORMS

4.01 TEST & INSPECTION REQUEST FORM

END OF SECTION

TEST & INSPECTION REQUEST FORM

Date Required _____ Specification _____

Testing or Special Inspection Requested:

_____

_____

_____

_____

Specific Location: _____
(Offsite, site, building name, etc.)

_____

_____

_____

NOTE: According to Specifications, CONTRACTOR is to notify the CONSTRUCTION MANAGER, IOR or Testing Lab a minimum of 48 hours prior to inspections or testing being required.

_____

Request made by: Print: _____

Signature: _____

Firm: _____

Date Received: _____ By: _____

SECTION 015000 – MOBILIZATION AND TEMPORARY FACILITIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions (Section 007213)
B. Supplemental Conditions (Section 008000)
C. Safety Program (Section 013500)

1.02 SUMMARY

A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection that shall be provided and maintained by the Contractor.

B. Refer to the attached Exhibit B.2, 'Temporary Facilities Plan" for locations of temporary facilities. – Specific to PW2700000013, Student Housing Project.

1.03 TEMPORARY UTILITIES:

A. Electric Power and Lighting

1. Temporary power will be provided by the District, unless noted otherwise.
2. Each Prime Contractor to provide generator power for their operations until temporary power is available or at areas where temporary power is not scheduled to be provided.
3. Each Prime Contractor shall be responsible to provide and maintain all temporary lighting as required to safely access and perform their scope of work.
4. If portable lights are used after dark, all light must be located so as to not direct light into neighboring property.

B. Heat and Ventilation

1. Prime Contractor(s) shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum conditions for the installation and curing of materials, and to protect materials and finishes from damage due to improper temperature and humidity conditions. Portable heaters shall be standard units complete with controls.
2. Prime Contractor(s) shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases.
3. Prime Contractor(s) shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

C. Water

1. The District shall provide water for the course of construction. Water source will be from the nearest site hydrant. It will be the Trade Contractor's responsibility to transport construction water from the source to the construction site.

2. Prime Contractor(s) shall only use water from the designated location. Building facilities will not be used.
3. Prime Contractor(s) shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Contractor shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage, lines, troughs, ditches, dams or other methods.

D. Sanitary Facilities

1. Temporary sanitary facilities will be provided by the District and are to be kept in an orderly and reasonably clean manner by the Contractor and their work force.
2. Building facilities (including Campus facilities) *will not* be used.

E. Telephone Service

1. The District will not provide a phone line/service at the site for Trade Contractor's use.

F. Fire Protection:

1. Prime Contractor(s) shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.
2. Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces.

G. Construction Equipment:

1. Prime Contractor(s) shall erect, equip and maintain construction equipment in strict accordance with applicable statutes, laws, ordinances and regulations of authority having jurisdiction.
2. Prime Contractor(s) shall provide, maintain, and move upon completion of the Work, all temporary rigging, scaffolding, hoisting equipment, rubbish chutes, ramps, stairs, runways, platforms, ladders, railings, and other temporary construction as required for all work hereunder.

H. Temporary Job Office:

1. The Construction Manager will provide a temporary job office for the Construction Manager's use only. Trade Contractor requiring office space shall provide same *if* space permits. All temporary job offices shall be coordinated with the Construction Manager prior to said office being stored onsite. If a temporary office trailer is permitted for contractor use, the District is not responsible for providing power distribution or phone/internet service to said trailer.
2. Temporary office for District's Inspector or Record shall be provided by the District in accordance with the General Conditions.

1.03 CONSTRUCTION AIDS:

A. Plant and Equipment:

1. Contractor shall furnish, operate, and maintain a complete plant for fabricating, handling, conveying, installing, and erecting materials and equipment; and for conveyances for transporting workmen. Include elevators, hoists, debris chutes, and other equipment, tools, and appliances necessary for performance of the Work.
2. Contractor shall maintain plant and equipment in safe and efficient operating condition. Damages due to defective plant and equipment, and uses made thereof, shall be repaired by Contractor at no expense to the District.

B. None of the District's tools and equipment shall be used by Contractor for the performance of the Work.

1.04 FENCES AND BARRICADES:

A. Perimeter fencing will be provided as shown in the bid and contract documents by the District and is to be maintained and relocated as necessary by the Contractor.
B. Contractor will provide any additional fencing and/or barricades, as needed, to complete the scope of work.
C. Contractor (ALL PRIME CONTRACTORS) are to review/inspect and maintain the temporary fences and barricades for the entire project site, every single day that the Contractor has any amount of work on site.
D. Fences and barricades must be kept in good order and secure as to ensure the safety of the Campus Community and job site (e.g. do not let the fence fall down regardless of weather forecasted or not). If significant changes to the fencing are necessary, Contractor is to notify the CM immediately, Contractor is take action to ensure the immediate safety or the surrounding area, and the CM will address any needed significant changes.

1.05 SECURITY AND STORAGE

A. Security

1. The Prime Contractor(s) shall be responsible for project security for materials, tools, equipment, supplies, and completed and partially completed Work.

B. Storage

1. Prime Contractor(s) shall be liable for damage caused by Contractor during use of District property or property of other parties for storage, whether temporary or otherwise. Contractor shall hold the District and Construction Manager along with their respective officers, employees and agents, and the Architect and his employees, free and harmless from liability of any nature or kind arising from any use, trespass, or damage caused by Contractor's operations on premises of third persons.
2. All storage facilities, whether temporary or otherwise, shall provide protection of products from excessive cold, heat, moisture, humidity, or physical abuse as specified in the respective sections for the products stored. Each Contractor requiring same shall provide their own temporary storage and security for same.

1.06 TEMPORARY CONTROLS:

A. Noise Control

1. Contractor acknowledges that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.
2. Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to the District a minimum of forty-eight (48) hours in advance of their performance.

B. Noise and Vibration

1. Equipment and impact tools shall have intake and exhaust mufflers.
2. Contractor shall cooperate with District to minimize and/or cease the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

C. Dust and Dirt

1. Prime Contractor(s) shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.
2. Prime Contractor(s) shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.
3. Prime Contractor(s) shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.
4. Prime Contractor(s) shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

D. Pollution

1. No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.
2. Contractor shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

1.07 RESERVED

1.08 PUBLICITY RELEASES:

A. Contractor shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s).

1.09 SUBMITTALS

A. Temporary Utilities: Submit reports of tests, inspections, applicable meter readings and similar procedures performed on temporary utilities.

1.10 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of the authorities having jurisdiction, including but not limited to:

Cal OSHA
Building Code requirements
Health and safety regulations
Utility company regulations
Police, Fire Department and Rescue Squad rules
Environmental protection regulations

B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library, "Temporary Electrical Facilities."

1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.
2. Electrical Service: Comply with NEMA, NECA, CBE and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).

C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.11 PROJECT CONDITIONS

A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on the site.

B. Contractor shall be responsible for building and individual room security to all areas of work where it or its Subcontractors enter and perform Work.

PART 2 - PRODUCTS

2.01 MATERIALS

A. General: Provide new materials; if acceptable to the District's designated representative, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended. Their use and methods of installation shall not create unsafe conditions or violate requirements of applicable codes and standards.

2.02 EQUIPMENT

A. General: Provide new equipment. Provide equipment suitable for use intended.

B. First Aid Supplies: Comply with governing regulations.

C. Fire Extinguishers: Provide hand-carried, portable UL-rated, class "A" fire extinguishers for temporary offices and similar spaces. In other locations provide hand-carried, portable, UL- rated, class "ABC" dry chemical extinguishers, or a combination of extinguishers of NFPA recommended classes for the exposures.

Comply with NFPA 10 and 241 for classification, extinguishing agent and size required by location and class of fire exposure.

2.03 ACCESSORY EQUIPMENT (NOT USED)

2.04 ELECTRICAL OUTLETS AND LININGS (NOT USED)

PART 3 – EXECUTION

3.01 INSTALLATION

A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.

B. Provide facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

3.02 TEMPORARY UTILITY INSTALLATION

A. General: Engage the appropriate local utility company or personnel to install temporary service or connect to existing service.

Use Charges: Cost or use charges for temporary facilities are the Contractor's responsibility.

B. Temporary Electric Power Service: Subject to, and in accordance with, the above provisions, electricity may be taken from the District's system if available. If this is done, provide all equipment, including connections, and other materials necessary for extending the utility lines to where they will be used. Coordinate the installation with the District's designated representative.

1. When not available from the District, the Contractor must arrange and pay for electric service through the local utility or furnish his own portable power.
2. All permanent power used by the Contractor prior to occupancy by the District shall be metered and paid for by the Contractor.

C. Temporary Fire Protection: Until fire protection needs are supplied by permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10 "Standard for Portable Fire Extinguishers," and NFPA 241 "Standard for Safeguarding Construction, Alterations and Demolition Operations."

1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one (1) extinguisher on each floor at or near each usable stairwell.
2. Store combustible materials in containers in fire-safe locations.
3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire protection facilities, stairways and other access routes for fighting fires. Smoking is prohibited in hazardous fire exposure areas.
4. Provide supervision of welding operations, combustion type temporary heating units, and similar sources of fire ignition.
5. Fire and Spark Permits shall be utilized in all burning, welding and or spark generating activities

D. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erection of structurally adequate barricades. Paint with appropriate colors, graphics and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed provide lighting, including flashing red or amber lights.

E. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Provide locking entrances to prevent unauthorized entrance, vandalism, theft and similar violations of security.

Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

F. Environmental Protection: Provide protection, operate temporary facilities and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways and subsoil might be contaminated or polluted, or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise making tools and equipment to hours that will minimize complaints from persons or firms near the site.

G. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

H. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.

I. Termination and Removal: Unless the District requires that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired. At Completion, clean and renovate permanent facilities that have been used during the construction period.

END OF SECTION

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SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Purchase of Materials and Equipment, Site Access, Conditions and Requirements;
B. Special Conditions;
C. Imported Materials Certification.

1.02 SECTION INCLUDES

A. Products
B. Transportation and handling
C. Storage and protection
D. Product options
E. Substitutions
F. District-Furnished Products

1.03 MATERIAL AND EQUIPMENT

A. Only items approved by the District and/or Architect shall be used.
B. Contractor shall submit lists of products and other product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

1.04 MATERIAL AND EQUIPMENT COLORS

A. The District and/or Architect will provide a schedule of colors.
B. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.
C. Contractor shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

1.05 PRODUCTS

A. Products: New material, machinery, components, equipment, fixtures and systems forming Work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of Work. Products may also include existing materials or components required for reuse.
B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
C. Provide interchangeable components from the same manufacturer.

1.06 DELIVERY, STORAGE, TRANSPORTATION, AND HANDLING

A. Contractor shall transport and handle and store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.

B. Contractor shall promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are not damaged.

C. Contractor shall provide equipment and personnel to handle and store products by methods to prevent soiling, disfigurement or damage.

D. For exterior storage of fabricated products, contractor shall place products on sloped supports, above ground and protect as necessary to prevent deterioration or damage to the product.

E. When Site does not permit on-site storage or protection, Contractor shall provide, at no cost to District, off-site storage and protection in a bonded warehouse approved by District.

F. Contractor shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.

G. Contractor shall store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

H. Contractor shall arrange storage of products to permit access for inspection and periodically inspect to ensure products are undamaged and are maintained under specified conditions.

I. Contractor shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.

J. Contractor shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.

K. Contractor shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.

L. Materials that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled will not be acceptable.

M. Contractor shall store material so as to cause no obstructions of sidewalks, roadways, and underground services. Contractor shall protect material and equipment furnished under Contract.

N. Contractor may store materials on Site with prior written approval by the District, all material shall remain under Contractor's control and Contractor shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Contractor shall provide for off-site storage at a bonded warehouse and with appropriate insurance coverage at no cost to District.

O. When any room in Project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by District.

1.07 PRODUCT OPTIONS

A. Products Specified by Reference Standards or by Description Only: Any product accepted by Architect as meeting those standards or description.

B. Products Specified by Naming One or More Manufacturers: Products of manufacturers named and meeting or exceeding Specifications. Substitutions permitted only under provisions of this Section.

C. Where noted in individual Sections, no product options permitted.

D. When the words "or equal" are used, it shall mean "or equal as approved by the Architect in accordance with Section 01600".

E. "Or equal" products shall conform to requirements listed in this Section and following criteria:

a. Ten (10) successful installations have been in operations and have been maintenance-free for a minimum of five (5) years.

1.08 SUBSTITUTIONS

A. Requests for changes in products, materials, equipment, and methods of construction required by Contract Documents proposed by the Contractor after award of the Contract are considered requests for "substitutions". The following are not considered substitutions:

1. Requests by Bidders during the bidding period, per section 00700-General Conditions and 00800-Supplemental Conditions.
2. Revisions to Contract Documents requested by the District or Engineer.
3. Specified options of products and construction methods included in Contract Documents.
4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

B. Substitution Request Submittal: Requests for substitution will only be considered if: (1) product is no longer manufactured; (2) if material delivery will cause an impact to the schedule, provided cause of delivery schedule (i.e. late order) of said material is not the fault of the Contractor; (3) or if financial benefit to the District is demonstrated.

1. Submit up to six (6) copies of each request for substitution for consideration, as required by the District Representative. Submit requests per Section 01790 "Forms" and in accordance with procedures required for Change Order proposals.

1.09 DISTRICT-FURNISHED, DISTRICT-INSTALLED WORK ("DFDI")

A. Indicate in construction progress schedule DFDI items and schedule time for installation.

B. Items indicated on Drawings as DFDI (or as OFOI "Owner Furnished Owner Installed" which is to be synonymous with DFDI) will be furnished by District and installed by District. Work indicated as DFDI will be performed under separate contract by District at its discretion. Where work of this Contract adjoins or conflicts with DFDI work, Contractor shall cooperate with District and its employees in manner that will provide for reasonable and accurate completion of this Contract and work under the separate contact.

1.10 DISTRICT-FURNISHED, CONTRACTOR-INSTALLED WORK (DFCI)

A. Indicate in construction progress schedule DFCI (synonymous with OFCI "Owner Furnished Contractor Installed") and schedule time for installation.

B. Contractor shall verify exact sizes and services required for each item of equipment indicated on Drawings or in project manual as DFCI and shall obtain from District rough-in drawings, diagrams, setting templates and other necessary information to ensure proper mating of assemblies.

C. Contractor shall receive at Project Site each item of equipment from District and from that time on shall assume full responsibility for items and equipment until one year from date of Certified Completion.

D. Contractor shall give District fifteen (15) days prior notice of requirements for delivery to site of all DFCI equipment.

E. Contractor shall be responsible for receiving DFCI items and equipment and shall uncrate, inspect and notify District in writing within seven (7) days of receiving said items or equipment of acceptance or rejection of items or equipment. District, after receiving notice, will take appropriate action to have items or equipment made acceptable for Contractor's use. Rejected items shall be carefully stored and protected from damage by Contractor until District takes appropriate action.

F. Contractor shall be responsible for final placing, installation, connection, start-up, checking, testing and demonstrated satisfactory operation. District will provide names of manufacturer's representatives, who shall assist the Contractor in checking, testing and demonstrating equipment.

PART 2 – PRODUCTS

2.01 MANUFACTURERS

A. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.

B. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

2.02 FACILITIES AND EQUIPMENT

Contractor shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work connected with Contract.

2.03 MATERIAL REFERENCE STANDARDS

Where material is specified solely by reference to "standard specifications" and if requested by District, Contractor shall submit for review data on actual material proposed to be incorporated into Work of Contract listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

PART 3 - EXECUTION

3.01 WORKMANSHIP

A. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).

B. Work shall be executed by tradespersons skilled in their respective lines of Work. When completed, parts shall have been durably and substantially built and present a neat appearance.

3.02 COORDINATION

A. Contractor shall coordinate installation of Work so as to not interfere with installation of others. Adjustment or rework because of Contractor's failure to coordinate will be at no additional cost to District.

B. Contractor shall examine in-place work for readiness, completeness, fitness to be concealed or to receive other work, and in compliance with Contract Documents. Concealing or covering Work constitutes acceptance of additional cost which will result should in-place Work be found unsuitable for receiving other Work or otherwise deviating from the requirements of the Contract Documents.

3.03 COMPLETENESS

Contractor shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and by Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and refinish," "to match similar," should be assumed to apply in all cases, except where completeness of functional or operable condition is specifically stated as not required.

3.04 APPROVED INSTALLER OR APPLICATOR

Installation by a manufacturer's approved installer or applicator is an understood part of Specifications and only approved installer or applicator is to provide on-site Work where specified manufacturer has on-going program of approving (i.e. certifying, bonding, re-warranting) installers or applicators. Newly established relationships between a manufacturer and an installer or applicator that does not have other approved applicator work in progress or completed is not approved for this Project.

3.05 MANUFACTURER'S RECOMMENDATIONS

All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of his representative, Contractor shall analyze differences, make recommendations to the District and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the District and/or the Architect.

END OF SECTION

SECTION 01 64 00
STORM WATER POLLUTION PREVENTION (w/o WDID#)

PART 1 GENERAL

1.01 SECTION INCLUDES
A. Installation of Storm Water Pollution Prevention Plan ("SWPPP") measures for the purpose of preventing the discharge of pollutants from the construction site into the receiving waters.

B. Compliance with local, state and federal regulations.

1.02 RELATED DOCUMENTS AND PROVISIONS
A. All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:
   1. General Conditions.
   2. Supplementary General Conditions.

1.03 REFERENCES
A. California Storm Water Best Management Practice ("BMP") Handbook for Construction Activity (California Stormwater Quality Association), latest Edition.

B. Storm Water Resource Control Board ("SWRCB").

C. National Pollutant Discharge Elimination System ("NPDES").

1.04 SUBMITTAL REQUIREMENTS
A. None required

PART 2 - PRODUCTS

2.01 MATERIALS
A. Use materials of a class, grade and type needed to meet the performance described in the BMP Handbook.

PART 3 - EXECUTION

3.01 IMPLEMENTATION
A. Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drain.

B. CONTRACTOR Responsibility
   1. Each Bid Category (CONTRACTOR) is responsible for maintaining (unless specifically noted otherwise herein) all necessary SWPPP measures applicable to the performance of their including but not limited to the following:
      a. Dust control
         i. Provide general dust control except during demolition and mass grading operations, during which time the respective CONTRACTOR performing demolition and grading operations will be responsible for dust control.
      b. Trash and debris management
         i. All trash and debris are to be contained (in containers, cans, bins, etc.) at all

times.
   ii. All containers are to be covered daily as to prevent wind removal of trash and debris thus preventing storm water pollution.
   iii. All containers are to be covered by a waterproof, non-porous, cover and sealed to protect from leakage and storm water pollution at the end of each day and in accordance with the new SWRCB regulations.

c. Construction material management and storage
   i. All materials must be stored in a manner as to prevent storm water pollution.
   ii. Materials shall not have direct contact with the ground.
   iii. Materials shall be covered completely with waterproof covering when not in use.

d. Equipment management and storage
   i. All equipment shall be properly stored, contained and protected while on Site.
   ii. Heavy machinery and equipment shall be equipped to prevent any dripping, spillage and/or leakage of fluids onsite. Properly store and protect equipment at all times.
   iii. Use drip pans or absorbent pads for vehicles and equipment maintenance activities involving fueling, grease, oil, solvents, or other vehicle fluids.

e. Spill Kit
   i. Each CONTRACTOR to have a spill kit when CONTRACTOR has equipment or hazardous substances on site.
   ii. Spill kit shall have adequate quantities of absorbent spill cleanup material.
   iii. Spill kit shall be located at:
      a) Maintenances and fueling areas.
      b) Chemical or hazardous substances storage areas.

f. Stockpile management
   i. All stockpiled materials must be protected and covered by water-proof covering when not in use.
   ii. Stockpiles are not to be placed directly on (e) hardscape to remain without expressed written consent from the CONSTRUCTION MANAGER.

g. Repair and/or replace any SWPPP measures relocated, removed, and/or damaged by the performance of the respective CONTRACTOR'S scope of work. Repair and replacement is to be done immediately.

h. Revisions, additions and maintenance as required specific to the performance of the respective CONTRACTOR'S scope of work.

Confirm these phases are correct, amend accordingly

2. **Demolition and Grading Phase:** (Bid Category #01)
   a. Shall provide rumble plates and gravel at all entrances.
   b. All perimeter control, such as silt fence, sand/gravel bags, straw wattle
   c. All other SWPPP measures as shown
   d. During this phase, provide site watering as often as required daily for dust control.
      i. Include in base bid an additional 200 hours of dust control to be used at the discretion of the CONSTRUCTION MANAGER
   e. Street sweep site and off-site as often as required.
   f. Turnover to take place after site rough grading and building pad certification are complete.
3. **Site Utility Installation thru Site Concrete**: (Bid Category #04)
   1. During installation, modify BMPs as required to ensure SWPPP is being maintained.
   2. Provide grave/sand bags at storm drain inlets. Maintain BMPs until structures have been installed and the adjacent finish work as completed.

3. During this phase, provide site watering as often as required daily for dust control.
    i. Include in base bid an additional 400 hours of dust control to be used at the discretion of the CONSTRUCTION MANAGER.
4. **Site Landscape Phase:** (Bid Category #02
    a. Upon commencement of landscaping, maintain all SWPPP measures identified on the SWPPP plan(s) until complete.
    b. Remove SWPPP BMPs in the areas in landscape areas.
    c. Site water as often as required daily for dust control.

3.02 TURN OVER OF PHASES

A. Prior to acceptance of each SWPPP Phase, each respective CONTRACTOR shall schedule a site inspection walk with CONSTRUCTION MANAGER and verify existing SWPPP conditions. Site walks and verification of SWPPP implementation shall be performed by the responsible SWPPP Phase CONTRACTOR and the next subsequent SWPPP Phase responsible CONTRACTOR prior to turnover of each said SWPPP Phase. Any corrections and repairs prior to turn over of phase shall be the responsibility of the active responsible CONTRACTOR.

3.03 MONITORING

A. CONTRACTOR(S) must provide inspection logs and/or supporting documents monthly with the progress payment request.

3.04 LIABILITIES AND PENALTIES

A. Review of the SWPPP and inspection log by CONSTUCTION MANAGER shall not relieve the CONTRACTOR from liabilities arising from non-compliance of storm water pollution regulations.

B. Compliance with the Clean Water Act pertaining to construction activity is the sole responsibility of the applicable CONTRACTOR(S). Failure to comply with the regulations of the Regional Water Quality Control Board (RWQCB) or other prosecuting authority may result in significant fines and possible imprisonment. Fines may be assessed up to $32,500 (if not more) per day for each violation. Any fines, penalties levied and any related costs against the OWNER due to non-compliance by the responsible CONTRACTOR shall be the sole responsibility of the said CONTRACTOR and will NOT be reimbursed by the OWNER.

PART 4 - FORMS

4.01 Storm Water Pollution Prevention Site Monitoring Report

A. Use Storm Water Pollution Prevention Site Monitoring Report herein

END OF SECTION

_____ **OWNER Project Number**	**Storm Water Pollution Prevention Site Monitoring Report Activity Storm Water Permit**	**State of California State Water Resources Control Board**

School Name: _____
Project Description: _____

I. **Type of Examination**: (Use one form for each type of examination)

❑ Prior to Anticipated Storm Event ❑ After Actual Storm Event ❑ Weekly

Date Examined: _____

II. **Check the response for each SWPPP question below**

A. Do you have an approved Storm Water Pollution Prevention Plan ("SWPPP") and a BMP Handbook on the Project site? Yes _____ No _____

B. Does your SWPPP incorporate an up-to-date erosion control plan? Yes _____ No ____

C. Is the erosion control installed per plan? Yes _ No _____

A. If the work is at a stage where the erosion control plan cannot be constructed, is the erosion control at the Maximum Extent Practicable for the stage you are in?
Yes _____ No _____

B. Did you observe the presence of any floating materials such as oil, grease, pieces of wood, paper, etc., odor, toxics, and/or sediments? Yes _____ No _____

F. If yes, what is it that you observed? _____

III. **Check the status of the following items as observed:**

SWPPP Items	Acceptable	Not Acceptable	Repairs Required	Date Repairs Completed
A. Project Entrance/Rumble Plates/ Gravel	❑	❑	❑	_____
B. De-silting Basins (cleaned)	❑	❑	❑	_____
C. Water Quality Basin	❑	❑	❑	_____
D. Silt Fences	❑	❑	❑	_____
E. Hay bales/check dams/sandbags	❑	❑	❑	_____

SWPPP Items	Acceptable	Not Acceptable	Repairs Required	Date Repairs Completed
F. Berms and Dikes	❑	❑	❑	_____
G. Sand/Gravel Inlet	❑	❑	❑	_____
H. Slope Protection - Polymer and Mulch	❑	❑	❑	_____
I. Vegetation/Re-vegetation	❑	❑	❑	_____
J. Dust Control	❑	❑	❑	_____
K. Surface Erosion	❑	❑	❑	_____
L. Slope Instability	❑	❑	❑	_____
M. Storage	❑	❑	❑	_____
N. Disposal	❑	❑	❑	_____
O. Spills	❑	❑	❑	_____
P. Clean up	❑	❑	❑	_____

IV. Describe any problems or required repairs checked above and the necessary actions needed:

Item	Description of Problem or Required Repair	Action Needed
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Examination Performed by CONTRACTOR: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

END OF ATTACHMENTS

SECTION 01 71 23
FIELD ENGINEERING (by OWNER)

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDE

A. Quality Control.

B. Survey Reference Points.

C. Field Engineering and Staking Furnished Paid by OWNER.

D. Field Engineering and Staking Paid by CONTRACTOR Requiring Same.

E. Staking Requests and Procedures.

1.02 QUALITY CONTROL

A. In order to maintain continuity, clarity and simplicity throughout the course of the project, all surveying, staking, and field engineering listed in item 1.04 below will be provided by the OWNER'S Surveyor.

B. It is each individual CONTRACTOR'S responsibility to understand, double check, and verify the placement of the OWNER Surveyor's stakes prior to beginning work and notify the CONSTRUCTION MANAGER of any discrepancies, questions, and/or problems before proceeding with the work. The CONTRACTOR will provide any additional surveying, staking, and field engineering he requires at his expense.

C. OWNER supplied staking will be provided upon the request of prime CONTRACTOR. It is the individual CONTRACTOR'S responsibility (i.e., the CONTRACTOR making the formal request for control) to protect and maintain said staking. Any charge for re-staking due to loss of hubs or stakes will be the responsibility of the applicable CONTRACTOR.

1.03 SURVEY REFERENCE POINTS

A. Each CONTRACTOR shall locate and protect survey control and reference points.

B. Control datum for survey will be established by the OWNER provided survey.

C. The applicable CONTRACTOR shall protect survey control points prior to starting site work; preserve permanent reference points during construction.

D. Promptly report to the CONSTRUCTION MANAGER'S jobsite superintendent the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.

E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice from the ARCHITECT through the CONSTRUCTION MANAGER.

1.04 FIELD ENGINEERING & STAKING FURNISHED PAID BY OWNER

A. Property Corners

1. OWNER will provide record of survey or property corner monuments

independent of the OWNER'S surveyor to establish property location.

2. All property corners shall be tied out by OWNER'S Surveyor prior to mobilization. The OWNER'S Surveyor shall replace and/or tie out any property corner that is damaged or covered. All proper documentation shall be filed with the County Recorder's office immediately following.

B. ROUGH GRADE STAKING (3 move-ins)
   1. Establish temporary bench control at three locations. Locations determined in the field.
   2. Perimeter of site at +/- 100'.
   3. Site at +/- 50 ft. grid.
   4. Grade breaks, angle points, B.C.'s and E.C.'s.
   5. Building pad corners (establish pad finish and/or subgrade elevations).
   6. Swales.
   7. Ridge lines.
   8. Post rough grade survey.
      a. Establish and record 25 topo points for contour confirmation.

C. FOUNDATION CONSTRUCTION
   1. Establish horizontal and vertical control.

1.05 FIELD ENGINEERING & STAKING PAID BY CONTRACTOR

A. Any and all required field engineering and staking which is not specifically noted as being furnished by the OWNER above, must be done by the CONTRACTOR'S Surveyor and paid for by the applicable CONTRACTOR requiring and/or requesting same. CONTRACTOR may have additional surveying done by the OWNER'S Surveyor, a Licensed Land Surveyor or a registered Civil Engineer at CONTRACTOR'S expense. The following rates will apply if the CONTRACTOR requests additional surveying or staking by the OWNER'S Surveyor:
   1. 2-man survey crew @ $250.00 per hour.
   2. Office calculations or note preparation @ $95.00 per hour.
   3. CONTRACTOR shall refer to Scope of Work Summary for additional survey certifications and requirements.

B. Arrangement and payment for staking performed by the OWNER'S Surveyor
   1. Lump sum quote:
      a. CONTRACTOR shall request a lump sum quotation in writing from the OWNER'S Surveyor through the CONSTRUCTION MANAGER for the specific staking required.
      b. OWNER'S Surveyor shall provide a written lump sum quotation to the CONTRACTOR through the CONSTRUCTION MANAGER for the requested work.
         i. If acceptable, CONTRACTOR shall sign quote and submit to the CONSTRUCTION MANAGER for processing.
         ii. If unacceptable, CONTRACTOR shall negotiate final price with OWNER'S Surveyor or authorize OWNER'S Surveyor to proceed on an hourly rate basis as noted below. CONSTRUCTION MANAGER shall endeavor to assist CONTRACTOR to ensure that ALL lump sum quotes from OWNER'S Surveyor are competitive.
   2. Hourly rate:
      a. CONTRACTOR shall request the specific staking required in writing through

the CONSTRUCTION MANAGER on the form provided herein.

b. OWNER'S Surveyor shall perform requested work and shall record survey and staking time on CONTRACTOR'S signed staking request form.

c. OWNER'S Surveyor shall present staking request form to CONTRACTOR for a second signature to document survey hours each day the work is performed for the CONTRACTOR to sign.

i. CONTRACTOR is urged to remain on the site during the survey work and to sign for their own daily survey work, however, if CONTRACTOR'S foreman is not on the project at the completion of the Surveyor's staking, then the CONTRACTOR automatically authorize the CONSTRUCTION MANAGER'S Superintendent to sign on CONTRACTOR'S behalf to document the hours charged for the day.

3. OWNER shall pay the OWNER'S Surveyor direct for all survey work requested and approved in writing on a monthly basis. All charges for requested staking done by the OWNER'S Surveyor shall be tallied and automatically deducted from the applicable CONTRACTOR'S pay request each month. Upon completion of all requested survey and staking work on the project, OWNER shall issue a formal deductive change order to the Contract to provide a final accounting of the staking charges.

Part 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 STAKING REQUESTS AND PROCEDURES

A. Staking request shall consider continuity of survey work (example):
   1. Survey staking of a complete area of site.
   2. Survey staking of total sewer/storm drain line or large segment of continuous work.

B. All staking requests shall be made in writing, on the form provided herein, through the CONSTRUCTION MANAGER'S Project Superintendent a MINIMUM of 48 hours prior to need of staking.
   1. Should the area to be staked be found not ready for or clear for staking, or the requested staking date changed, the Surveyor shall have up to 48 hours additional time to begin work.
   2. Staking requests shall be made for a minimum of eight (8) hours of survey time per request unless Surveyor and CONTRACTOR mutually agree to shorter requested time per request.

C. After the stakes are set, it shall be the CONTRACTOR'S sole responsibility to protect the stakes from any damage. Any re-staking shall be charged to the CONTRACTOR which ordered the initial staking.

D. Should a discrepancy occur and the Surveyor's stakes are missing, then the Surveyor's field notes shall be relied on as to how the object was staked. A set of field notes will be provided to the CONSTRUCTION MANAGER and the CONTRACTOR related to the specific staking after the staking is complete. The field notes and the marking stakes shall be used together and any differences shall be immediately brought to the attention of the CONSTRUCTION MANAGER.

E. The CONTRACTOR responsible for the building foundations shall measure between the Surveyor's staking for building layout and immediately notify the CONSTRUCTION MANAGER of any discrepancies found. The CONSTRUCTION MANAGER will then take the appropriate action. Should said CONTRACTOR fail to make the above measurement, he shall assume responsibility for the accuracy of the layout.

F. OWNER Surveyor shall provide any as-built points in CAD format to CONSTRUCTION MANAGER's field office in within twenty-four (24) hours of completed work.

G. OWNER Surveyor shall also provide all cut sheets to the Project superintendent via email within twenty-four (24) hours of completed work.

Part 4 FORMS

4.01 SURVEY REQUEST FORM

A. Use form provided herein

END OF SECTION

SURVEY REQUEST FORM

<PROJECT NAME>

Date Required: _____ Specification: _____

Survey Requested:

_____

_____

_____

_____

Specific Location: _____
(Offsite, Site, Building Name, Etc.)

_____

_____

_____

NOTE: According to Specifications, CONTRACTOR is to notify the CONSTRUCTION MANAGER, a minimum of 48 hours prior to inspections or testing being required.

_____

Request made by: Print: _____

Signature: _____

Firm: _____

Date Received: _____ By: _____

SECTION 01 73 00
ALTERATION PROJECT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Products and installation for patching and extending Work.

B. Transition and adjustments.

C. Repair of damaged surfaces, finishes and cleaning.

PART 2 PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK

A. New Materials: As specified in product sections; match existing Products and work for patching and extending work.

B. Type and Quality of Existing Products: Determine by inspection and testing Products where necessary, referring to existing Work as a standard.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify that demolition is complete, and areas are ready for installation of new Work.

B. Beginning of restoration Work means acceptance of existing conditions.

3.02 PREPARATION

A. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.

B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.

C. Remove debris and abandoned items from area and from concealed spaces.

D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.

E. Close openings in exterior surfaces to protect existing work and salvage items from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.

3.03 INSTALLATION

A. Coordinate work of alterations and renovations to expedite completion sequentially and to accommodate OWNER occupancy.

B. Remove, cut and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition.

C. Re-finish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material with a neat transition to adjacent finishes.

D. Restore existing and remaining plumbing, heating, ventilating and air conditioning, electrical, and fire alarm systems to full operating condition and advise ARCHITECT of any deficiencies discovered during the course of the Work.

F. Install products as specified in individual Sections.

3.04 TRANSITIONS

A. Where new Work abuts or aligns with existing, perform a smooth and even transition. Patched Work is to match existing adjacent Work in texture and appearance.

B. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to ARCHITECT.

3.05 ADJUSTMENTS

A. Where removal of partitions or walls results in adjacent spaces becoming one, re-work floors, walls and ceilings to a smooth plane without breaks, steps or bulkheads.

B. Where a change of plane of 1/4 inch or more occurs, request instructions from ARCHITECT.

C. Trim existing doors as necessary to clear new floor finish. Re-finish trim as required.

D. Fit work at penetrations in fire-rated assemblies as specified in Section 01 73 29 Cutting and Patching.

3.06 REPAIR OF DAMAGED SURFACES

A. Patch or replace portions of existing surfaces which are damaged, lifted, discolored or showing other imperfections.

B. Repair substrate prior to patching finish.

3.07 FINISHES

A. Finish surfaces as specified in individual Product sections.

B. Finish patches to product uniform finish and texture over entire area. When finish cannot be matched, re-finish entire surface to nearest intersections.

END OF SECTION

SECTION 017320 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions.

B. Supplemental Conditions.

C. Drawings.

D. Summary of Work.

E. Work Restrictions

F. Mobilization and Temporary Facilities.

G. Cutting and Patching.

1.02 SUMMARY

A. This Section includes the following:

1. Demolition and removal of existing underground utilities.
2. Demolition and removal of selected site elements as required.
3. Repair procedures for selective demolition operations.

B. Related Sections include the following:

1. Division 1 Section "Summary" for use of the premises.
2. Division 1 Section "Work Restrictions" for restrictions on use of the premises due to District or tenant occupancy.
3. Division 1 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
4. Division 1 Section "Cutting and Patching" for cutting and patching procedures for selective demolition operations.
5. Divisions 26 Sections for demolishing, cutting, patching, or relocating fire alarm and electrical items.

1.03 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Detach items from existing construction and deliver them to College ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.04 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain District's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.05 SUBMITTALS

A. Qualification Data: For firms and persons specified in Article 1.06 of this Section (Quality Assurance) to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Architects, Engineers, Districts, and/or Colleges, and other information specified.

B. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.

C. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes. [Retain record submittal below, if applicable. Landfill records may be required by District when discarded demolished materials contain hazardous wastes.]

1.06 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has a minimum of five (5) years experience specializing in demolition work similar in material and extent to that indicated for this Project.

B. Professional Engineer Qualifications: Comply with Division 1 Section "Quality Requirements."

C. Regulatory Requirements: Comply with governing Environmental Protection Agency (“EPA”) notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

D. Standards: Comply with ANSI A10.6 and NFPA 241 safety standards.

1. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.

1.07 PROJECT CONDITIONS

A. District will occupy portions of buildings immediately adjacent to selective demolition area. Conduct selective demolition so District's operations will not be disrupted. Provide not less than forty-eight (48) hours' notice to District of activities that will affect District's operations.

B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

1. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.

C. District assumes no responsibility for condition of areas to be selectively demolished.

1. Conditions existing at time of inspection for bidding purpose will be maintained by District as far as practical.

D. Hazardous Materials: Hazardous materials are present in construction to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.

1. Hazardous material remediation shall be accomplished by a specialty contractor who understands the federal and state regulations regarding the handling and disposal of the material.

E. Storage or sale of removed items or materials on-site will not be permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.08 WARRANTY

Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.01 REPAIR MATERIALS

A. Use repair materials identical to existing materials.

1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

2. Use materials whose installed performances equal or surpass that of existing materials.

B. Comply with material and installation requirements specified in individual Specification Sections.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verify that utilities have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Architect.

E. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.02 UTILITY SERVICES

A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.

B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by District and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to District and to authorities having jurisdiction.

1. Provide at least one (1) weeks' notice to District if shutdown of service is required during changeover.

C. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.

1. District will arrange to shut off indicated utilities when requested by Contractor.

2. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building.

3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

D. Utility Requirements: Refer to Division 23 and 26 Sections for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.03 PREPARATION

A. Dangerous Materials: Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from District and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.

3. Protect existing site improvements, appurtenances, and landscaping to remain.

C. Temporary Facilities: In accordance with Document No. 015000, provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings, and facilities to remain fully operational.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

4. Cover and protect furniture, furnishings, and equipment that have not been removed (when applies).

D. Temporary Enclosures: In accordance with Document No. 015000, provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.

3.04 POLLUTION CONTROLS

A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.

1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

C. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.05 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.

4. Maintain adequate ventilation when using cutting torches.

5. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

6. Dispose of demolished items and materials promptly.

7. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.

B. Existing Facilities: Comply with building manager's requirements for using and protecting walkways, loading docks, building entries and other building facilities during selective demolition operations.

C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.

D. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.

3.06 PATCHING AND REPAIRS

A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.

B. Patching: Comply with Division 1 Section "Cutting and Patching" (Document No. 017310).

3.07 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off District's property and legally dispose of them.

END OF SECTION

SECTION 017310 - CUTTING AND PATCHING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Inspector, Inspections, and Tests, Integration of Work, Nonconforming Work, and Correction of Work, and Uncovering Work;
B. Special Conditions;
C. Hazardous Materials Procedures and Requirements;
D. Hazardous Materials Certification;
E. Lead-Based Paint Certification;
F. Imported Materials Certification.
G. Drawings.
H. Supplemental Conditions.

1.02 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the following:

a. Division 1 Section "Selective Demolition" for demolition of selected portions of the site.

b. Divisions 26 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

c. Requirements in this Section apply to mechanical and electrical installations. Refer to Divisions 26 Sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

C. Contractor must coordinate any cutting and/or patching with the Construction Manager assigned to the Project prior to undertaking any said Work.

1.03 DEFINITIONS

A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.04 CUTTING AND PATCHING:

A. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:

1. Make several parts fit together properly.
2. Uncover portions of Work to provide for installation of ill-timed Work.
3. Remove and replace defective Work.
4. Remove and replace Work not conforming to requirements of Contract Documents.
5. Remove Samples of installed Work as specified for testing.

6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

7. Attaching new materials to existing remodeling areas – including painting (or other finishes) to match existing conditions.

B. In addition to Contract requirements, upon written instructions from the District, Contractor shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials for testing as directed by District; and remove Work to provide for alteration of existing Work.

C. Contractor shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.

1.05 SUBMITTALS:

A. Prior to any cutting or alterations that may affect the structural safety of Project, or work of others, and well in advance of executing such cutting or alterations, Contractor shall submit written notice to District pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration, including the following:

1. The Work of the District or other trades.
2. Structural value or integrity of any element of Project.
3. Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.
4. Efficiency, operational life, maintenance or safety of operational elements.
5. Visual qualities of sight-exposed elements.

B. Contractor's Request shall also include:

1. Identification of Project.
2. Description of affected Work.
3. Necessity for cutting, alteration, or excavations.
4. Effects of Work on District, other trades, or structural or weatherproof integrity of Project.
5. Description of proposed Work:

    a. Scope of cutting, patching, alteration, or excavation.
    b. Trades that will execute Work.
    c. Products proposed to be used.
    d. Extent of refinishing to be done.
6. Alternates to cutting and patching.
7. Cost proposal, when applicable.
8. The scheduled date the Contractor intends to perform the Work and the duration of time to complete the Work.
9. Written permission of other trades whose Work will be affected.

1.06 QUALITY ASSURANCE:

A. Contractor shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.

B. Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that

materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the District's decision shall be final.

C. This Article contains requirements that expand provisions contained in AIA Document A201.

1. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

2. Operational Elements: Do not cut and patch the following operating elements and related components in a manner that results in reducing their capacity to perform as intended or those results in increased maintenance or decreased operational life or safety.

a. Examples include:
(1) Primary operational systems and equipment.
(2) Air or smoke barriers.
(3) Fire-protection systems.
(4) Control systems.
(5) Communication systems.
(6) Electrical wiring systems.

3. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or those results in increased maintenance or decreased operational life or safety.

a. Examples include:
(1) Water, moisture, or vapor barriers.
(2) Membranes and flashings.
(3) Exterior curtain-wall construction.
(4) Equipment supports.
(5) Piping, ductwork, vessels, and equipment.
(6) Noise- and vibration-control elements and systems.

4. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect and/or Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1.07 PAYMENT FOR COSTS:

A. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the District, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector(s), Engineers, and Agents, will be paid by Contractor and/or deducted from the Contract by the District.

B. District shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Conditions. Cost of Work performed upon instructions from the District, other than defective or nonconforming Work, will be paid by District on approval of written Change Order. Contractor shall provide written cost proposals prior to proceeding with cutting and patching.

1.08 WARRANTY

Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Contractor shall provide for replacement and restoration of Work removed. Contractor shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each specific product involved. If not specified, Contractor shall first recommend a product of a manufacturer or appropriate trade association for approval by the District.

B. Materials to be cut and patched include those damaged by the performance of the Work

C. Contractor shall use materials identical to existing materials. For exposed surfaces, Contractor shall use materials that visually match existing adjacent surfaces to the fullest extent possible. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.01 INSPECTION

A. Contractor shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Contractor shall inspect conditions affecting installation of new products.

B. Contractor shall examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

C. Before patching, Contractor shall verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

D. Contractor shall proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

E. Contractor shall report unsatisfactory or questionable conditions in writing to District as indicated in the General Conditions and shall proceed with Work as indicated in the General Conditions by District.

3.02 PREPARATION

A. Contractor shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.

B. Contractor shall provide devices and methods to protect other portions of Project from damage.

C. Contractor shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Contractor shall keep excavations free from water.

D. Contractor shall avoid interference with use of adjoining areas or interruption of free passage to adjoining areas

E. Where existing services are required to be removed, relocated, or abandoned, Contractor shall bypass such services before cutting to minimize interruption of services to occupied areas

3.03 ERECTION, INSTALLATION AND APPLICATION

A. Contractor shall:

1. Employ skilled workers to perform cutting and patching.
2. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
3. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. With respect to performance, Contractor shall:

1. Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.
2. Execute cutting and demolition by methods that will prevent damage to other Work, and provide proper surfaces to receive installation of repairs and new Work.
3. Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement.
4. Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
    a. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
    b. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
    c. Concrete: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
    d. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
    e. Mechanical and Electrical Services: Where directed by drawings or specifications, cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
    f. Proceed with patching after construction operations requiring cutting are complete.
5. Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
    a. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

b. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

c. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition

C. Contractor shall employ original installer or fabricator to perform cutting and patching for:

1. Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.

2. Sight-exposed finished surfaces.

D. Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.

E. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Contractor shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.

F. Contractor shall restore Work which has been cut or removed. Contractor shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required matching surrounding areas and surfaces.

G. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF SECTION

SECTION 01 73 99
ROOF OPENING AND UTILITY SHUTDOWN

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Requirements and limitations for roof openings.

B. Requirements and limitations for utility shutdowns.

1.02 RELATED SECTIONS

A. Safety Program, Section 01 35 00.

1.03 SUMMARY

A. Protecting OWNER's property from inclement weather during roof opening procedures and subsequent proposed improvements.

B. Ensuring OWNER's daily operations are not compromised during utility shutdown and/or tie-ins.

1.04 ROOF OPENINGS

A. Any CONTRACTOR who will be opening a roof shall assess with CONSTRUCTION MANAGER, the existing conditions of the roof. CONTRACTOR to coordinate walk no less than three (3) weeks in advance of commencement of work. CONTRACTOR shall:
   1. Conduct a flood test to identify any existing ponding and leaks.
   2. Identify any poor conditions that require attention.
   3. Verify downspouts and roof receptors are un-obstructed.
   4. Assessment shall not only be within the limits of Work, but shall extend beyond Work limits to consider: skylights, conduits, doghouses and other areas outside.
   5. Provide assessment documentation to CONSTRUCTION MANAGER. CONSTRUCTION MANAGER to address any areas of concern with OWNER.
   6. These requirements may be performed jointly with all CONTRACTORS who will disturb the weather tightness of the building.

B. CONTRACTOR to complete and submit "Roof Opening" form, provided herein, within two (2) weeks of the scheduled roof opening to CONSTRUCTION MANAGER.

C. CONTRACTOR to schedule a meeting with CONSTRUCTION MANAGER. The agenda:
   1. Review "Roof Opening" request form.
   2. Confirm start and completion dates / timelines.
   3. Agree on existing conditions based on roof assessment.
   4. Confirm CONTRACTOR's daily communication plan with CONSTRUCTION MANAGER.
   5. Review Scope of Work, coordinate between interfacing trades, discuss and resolve any scope gaps that will prevent continuous weather protection and restoration of a weather tight roof.
   6. Review CONTRACTOR'S Job Hazard Analysis and safety strategy. Refer to the Safety Program section 01 35 00 for additional information.
   7. Confirm CONTRACTOR'S protection strategy and continued daily maintenance.

8. Confirm CONTRACTOR'S contingency plan. Clarify and agree on cure procedures in the event of failure to perform or protection failure.
9. This meeting may be performed jointly with all CONTRACTORS who will disturb the weather tightness of the building.
10. This meeting may be held as part of the pre-roof meeting with the roofing material manufacturer.

D. CONTRACTOR understands:
1. The "Roof Opening" request form is a tool to assist in planning and mitigating water intrusion.
2. Submission of the "Roof Opening" form and approval to commence with the opening does not in any way authorize or approve additional project costs associated with these activities and/or minimize CONTRCTOR's obligation to provide a weather tight assembly.
3. The responsibility to ensure roof opening(s) and/or penetration(s) are water-tight to prevent any water intrusion; regardless of, the day of week and/or time of day to ensure their proposed protection is preventing water intrusion and/or making modifications as necessary. CONTRACTOR may need to be onsite prior to, during and after inclement weather.
4. The financial responsibility for repairs for any damage sustained.

E. CONTRACTOR is not authorized to perform any roof opening / penetration(s) without submitting this form and obtaining approval to commence.

1.05 UTILITY SHUTDOWN

A. Electrical shutdown and/or tie-in, CONTRACTOR shall assess existing circuitry to identify all buildings and equipment affected.

B. Plumbing shutdown and/or tie-in, CONTRACTOR shall assess existing pipe routing to identify buildings and equipment affected.

C. Hydronic shutdown and/or tie-in, CONTRACTOR shall assess existing pipe routing to identify buildings and equipment affected.

D. Assessment shall be conducted no less than four (4) weeks in advance of commencement of work.

E. CONTRACTOR to complete and submit "Utility Shutdown / Tie-In" request form within three (3) weeks of scheduled utility shut down and/or utility tie-in to CONSTRUCTION MANAGER.

F. CONTRACTOR to schedule a meeting within two (2) weeks with CONSTRUCTION MANAGER. The agenda:
1. Review "Utility Shutdown / Tie-In" request form.
2. Confirm all buildings, equipment, and utilities affected by shutdown.
3. Confirm start and completion dates / timelines.
4. Confirm CONTRACTOR's daily communication plan with CONSTRUCTION MANAGER.
5. Review CONTRACTOR'S Job Hazard Analysis and safety strategy. Refer to the Safety Program, Section 01 35 00 for additional information.
6. Confirm CONTRACTOR'S contingency plan.

7. Confirm OWNER's approval of shutdown or tie-in.

G. CONTRACTOR understands:
   1. The "Utility Shutdown / Tie-In" request form is a tool to assist in planning and mitigating disruption to normal OWNER activities and/or daily operations.
   2. Submission of the "Utility Shutdown / Tie-In" request form and approval to commence does not in any way authorize or approve additional project costs associated with these activities and/or minimize CONTRCTOR's obligation.

H. CONTRACTOR is not authorized to perform any shut down or tie-in without submitting this form and obtaining authorization to proceed.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.01 ROOF OPENINGS

A. Upon "Roof Opening" request form submission and meeting, CONTRACTOR shall:
   1. Continually review the weather and adapt accordingly.
      a. CONTRACTOR may need to postpone exposing work when a significant rain event is forecasted within five (5) work days.
   2. Conduct a pre-shift meeting. Refer to the Safety Program, Section 01 35 00 for additional information.

B. CONTRACTOR shall have sufficient protection materials physically on the roof irrespective of the weather forecast prior to starting any work.

C. Once the Work has commenced:
   1. Ensure daily weather protection is in place before the crews leave the roof, that roof drains are clear, and the hatches are closed.
   2. Ensure weather protection is performing well during any rain activity 24 hours per day and (7) days a week.
   3. Assure roof openings are temporarily covered until all penetrations are 100% sealed.
   4. CONTRACTOR may need to provide the necessary lighting should roof protection take place during the evening.
   5. Temporary weather protection shall be capable of withstanding extreme atmospheric conditions such as sun rot, high winds, and rain-water accumulation as well as, puncture and tear. Divert water around openings and take measures to drain water outside the building.

D. Should the CONTRACTOR fail to properly protect the weather tightness of the building as described herein:
   1. The OWNER has the right to carry out the necessary work to mitigate and remedy the situation. The CONTRACTOR shall be responsible for all cost incurred by the OWNER.
   2. Any damage sustained to the building requiring remediation, the CONTRACTOR shall be responsible for all cost incurred by the OWNER.
   3. All cost shall be deducted from the CONTRACTOR's contract sum.

3.02 UILITY SHUTDOWN / TIE-IN

A. Upon “Utility Shutdown / Tie-In” request form submission and meeting, CONTRACTOR shall:
   1. The day before and day of confirm all parties are in agreement with time lines.
   2. Conduct a pre-shift meeting. Refer to the Safety Program, Section 01 35 00 for additional information.

END OF SECTION

ROOF OPENING REQUEST FORM

Instructions:
CONTRACTOR to complete and submit this form two (2) weeks in advance of the scheduled roof opening to CONSTRUCTION MANAGER. CONTRACTOR to schedule a meeting with CONSTRUCTION MANAGER within one (1) week of the scheduled roof opening.

CONTRACTOR Name: _____ Building: _____

Date Submitted: _____ Start of roof work (date): _____
Completion of work (date): _____

Description of roof penetration(s) and/or repairs taking place.

- Describe the type(s) of roof openings / penetrations
- Attach roof plan showing opening / penetration location(s) with limit (size) of opening

Describe how the exposed roof will be protected to ensure no water leaks or damage.

- Describe in detail the materials to be used and water diversion measures CONTRACTOR will implement to ensure no water intrusion.
- Describe how CONTRACTOR will communicate to CONSTRUCTION MANAGER daily that proposed protection has not been compromised and/or modification have been made.

CONTRACTOR'S **24-hour contact information for roof protection**

Name:
Cell #:

CONTRACTOR **understands:**

1. The "Roof Opening" request form is a tool to assist in planning and mitigating water intrusion.
2. Submission of the "Roof Opening" form and approval to commence with the opening does not in any way authorize or approve additional project costs associated with these activities and/or minimize CONTRCTOR's obligation to provide a weather tight assembly.
3. The responsibility to ensure roof opening(s) and/or penetration(s) are water-tight to prevent any water intrusion; regardless of, the day of week and/or time of day to ensure their proposed protection is preventing water intrusion and/or making modifications as necessary. CONTRACTOR may need to be onsite prior to, during and after inclement weather.
4. The financial responsibility for repairs for any damage sustained.
5. CONTRACTOR is not authorized to perform any roof opening / penetration(s) without submitting this form and obtaining approval to commence.

Submitted by: _____ Title: _____

UTILITY SHUTDOWN / TIE-IN REQUEST FORM

Instructions:

CONTRACTOR to complete and submit this form three (3) weeks in advance of the scheduled utility shut down and/or utility tie-in to CONSTRUCTION MANAGER. CONTRACTOR to schedule a meeting with CONSTRUCTION MANAGER within two (2) weeks of the scheduled shut down and/or tie-in.

Date Submitted: _____ Requested Start Date / Time : _____ End Date / Time: _____
Estimated Duration: _____**Hrs**

This Request is for: Site Utility Shutdown ☐ Active Campus Utilities Shut Down ☐ Off Hours Work ☐

Utility status during activity: Active ☐ Inactivate ☐ **Construction Trades Involved**: _____

OSHA and **Site** Safety requirements discussed, reviewed and acknowledged to be in place: Yes ☐ No ☐

Event Description in Detail

Scope of Work	
Supervision Requirements	
Location of Work	
Utility / Systems Impacted	
Work to Complete prior to shutdown activities	
Special Materials or Equipment	
Impacted Trades	

CONTRACTOR **understands:**

1. The "Utility Shutdown / Tie-In" request form is a tool to assist in planning and mitigating disruption to normal OWNER activities and/or daily operations.

2. Submission of the "Utility Shutdown / Tie-In" request form and approval to commence does not in any way authorize or approve additional project costs associated with these activities and/or minimize CONTRCTOR's obligation.

3. CONTRACTOR is not authorized to perform any shut down or tie-in without submitting this form and obtaining authorization to proceed.

Submitted by _____ Title: _____ Contractor: _____

Additional Information Attached: Yes ☐ No ☐

END OF ATTACHMENTS

SECTION 013520 - WASTE REDUCTION / RECYCLING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions

B. Special Conditions

C. Waste Disposal and Diversion Reporting Form (attached)

1.02 PURPOSE

A. To promote waste reduction (source reduction) and recycling practices to the maximum extent reasonably possible for construction and demolition projects.

1. State law requires jurisdictions to achieve a fifty percent (50%) diversion goal. Cerritos College is a significant generator of waste during construction and demolition projects and should participate in reducing and recycling waste.

2. The Contractor's completion of required documentation and submittal of disposal and diversion reporting form will allow Cerritos College to track and calculate the diversion rate.

1.03 REFERENCES

A. The California Integrated Waste Management Act of 1989 (AB 939).

B. California Code of Regulations Title 14, Section 18700 et seq.

C. Definitions:

1. "Recycle" or "recycling" means the process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace. "Recycling" does not include transformation, as defined in California Public Resources Code Section 40201.

2. "Source reduction" means any action which causes a net reduction in the generation of solid waste. "Source reduction" includes, but is not limited to, reducing the use of non-recyclable materials, replacing disposable materials and products with reusable materials and products, reducing packaging, reducing the amount of yard wastes generated, establishing garbage rate structures with incentives to reduce the amount of wastes that generators produce, and increasing the efficiency of the use of paper, cardboard, glass, metal, plastic, and other materials. "Source reduction" does not include steps taken after the material becomes solid waste or

actions which would impact air or water resources in lieu of land, including, but not limited to, transformation.

3. "Transformation Facility" means a facility whose principal function is to convert, combust, or otherwise process solid waste by incineration, pyrolysis, destructive distillation, or gasification, or to chemically or biologically process solid wastes, for the purpose of volume reduction, synthetic fuel production, or energy recovery. Transformation Facility does not include a composting facility.

1.04 SUBMITTALS

A. Submit the attached Waste Disposal and Diversion Reporting Form to the Project Manager on a monthly basis.

1. Contractor shall provide weigh tickets and/or other documentation to support the reported tonnages and destinations.

2. Contractor must maintain records for a minimum of three (3) years.

PART 2 – PRODUCTS NOT USED

PART 3 – EXECUTION

3.01 WASTE REDUCTION AND RECYCLING DIVERSION PROGRAM IMPLEMENTATION

A Contractor shall implement "source reduction" (waste reduction/prevention) and recycling practices that divert waste from landfill disposal. Practices such as deconstruction, on-site crushing and reuse of concrete/asphalt as base material, salvage of fixtures, and recovering recyclable materials should be implemented.

B Contractor shall make arrangements with the waste hauler for providing source separated bins so that the Contractor can keep recyclable materials separated to a level that a recycling facility can accept them.

C Contractor shall take materials to a Transformation Facility whenever feasible and cost effective. Each transformation will only accept limited waste streams. The Contractor is responsible to determining if its specific waste stream is accepted by each facility.

D On a monthly basis, Contractor shall complete and submit the Waste Disposal and Diversion Reporting Form along with the weigh ticket or similar supporting documentation.

END OF SECTION

Cerritos College

WASTE DISPOSAL AND DIVERSION REPORTING FORM

Date: _____

Property Address: 11110 Alondra Boulevard, Norwalk, CA 90650

Facility Contact and Telephone: Elmer Gomez, Director of Physical Plant and Construction Services (562) 860-2451 Ext. 2301

Contractor Name: _____

Contractor Contact: _____
Contractor Telephone: _____

Description of Project: _____

Approximate Dollar Value of Construction/Demolition: _____

Approximate Square Footage of Project: _____

Demolition Schedule: _____

Construction Schedule: _____

Name of Hauler(s): _____ Telephone: _____

Please check waste reduction activities that are practiced at this project site:

____ Use of Prefabricated Components ____ Reduced Packaging
____ Reuse of Materials Onsite ____ Other (describe) _____
____ Accurate Material Estimates____ _____

Conversion Factors for Selected Loose Materials

Concrete	2370 lbs/cu yd	1.18 tons/cu yd	0.84 cu yd/ton
Asphalt	1940 lbs/cu yd	0.97 ton/cu yd	1.03 cu yds/ton
Brick	2430 lbs/cu yd	1.21 tons/cu yd	0.82 cu yd/ton
Dirt	2660 lbs/cu yd	1.33 tons/cu yd	0.75 cu yd/ton
Wood	400 lbs/cu yd	0.20 ton/cu yd	5.00 cu yds/ton
Gypsum wallboard	500 lbs/cu yd	0.25 ton/cu yd	4.00 cu yds/ton
Cardboard	100 lbs/cu yd	0.05 ton/cu yd	20.0 cu yds/ton

WASTE MATERIAL DISPOSITION SUMMARIES

Fill out the tables below. The unit of measurement is "tons." Use the conversion factors provided below. If a different conversion number is used, please provide. If tonnage information is not available, estimates can be provided in "cubic yards."

Part I. DEMOLITION MATERIALS (tons)

Material Type	Disposed in Class III Landfill	Taken to Inert Fills	Other Disposal (describe)	Reduced, Recycled or Salvaged	How Diverted? (e.g., reused as aggregate, etc.)
Concrete					
Asphalt					
Dirt					
Wood					
Metals					
Mixed Waste					
Other (describe)					
Total Tons	A =	B =	C =	D =	

Demolition Materials Diversion Rate: D/(A+B+C+D) = _____

Additional Notes/Comments:

Part II. CONSTRUCTION MATERIALS (tons)

Material Type	Disposed in Landfill	Taken to Inert Fills	Other Disposal (describe)	Reduced, Recycled or Salvaged	How Diverted? (e.g., reused as aggregate, etc.)
Concrete					
Asphalt					
Dirt					
Wood					
Metals					
Mixed Waste					
Other (describe)					
Total Tons	A =	B =	C =	D =	

Construction Materials Diversion Rate: D/(A+B+C+D) = _____

Additional Notes/Comments:

Disposal Facilities

Name of disposal facilities (e.g., landfill or inert facility name) materials are taken to:

Facility Name	Total Tons
Facility Name	Total Tons
Facility Name	Total Tons

Recycling Facilities

Name of the recycling facilities or recycler (materials given or sold to):

Recycler/Recycling Facility Name	Total Tons
Recycler/Recycling Facility Name	Total Tons
Recycler/Recycling Facility Name	Total Tons

Transformation Facilities

Name of the transformation facility:

Transformation Facility Name	Total Tons

To the best of my knowledge, the above estimates are an accurate representation of the disposition of the construction and demolition materials generated on-site at the construction job. I understand that Cerritos College may audit disposal and recycling documentation related to this survey.

_____ _____
Print Name Signature

Additional Notes/Comments:

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SECTION 01 75 00
STARTING OF SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Starting systems.

B. Demonstration and instructions.

1.02 STARTING SYSTEMS

A. Coordinate with commissioning plan and commissioning agent for all commissioning requirements.

B. Coordinate schedule for start-up of various equipment and systems.

C. Notify OWNER prior to start-up of each item.

D. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions which may cause damage.

E. Verify that tests, meter readings and specified electrical characteristics agree with those required by the equipment or system manufacturer.

F. Verify wiring and support components for equipment are complete and tested.

G. Execute start-up under supervision of responsible manufacturer's representative and/or CONTRACTORS' personnel in accordance with manufacturers' instructions, and as required for commissioning.

H. When specified in individual specification sections, require manufacturer to provide authorized representative to be present at site to inspect, check and approve equipment or system installation prior to start-up and to supervise placing equipment or system in operation.

I. Submit a written report that equipment or system has been properly installed and is functioning correctly.

1.03 DEMONSTRATION AND INSTRUCTIONS

A. Demonstrate operation and maintenance of Products to OWNER'S personnel two (2) weeks prior to date of Substantial Completion.

B. Demonstrate Project equipment by a qualified manufacturers' representative who is knowledgeable about the Project.

C. For equipment or systems requiring seasonal operation, perform demonstration for other season within six (6) months.

D. Utilize operation and maintenance manuals as basis for instruction. Review contents of manual with OWNER'S personnel in detail to explain all aspects of operation and maintenance.

E. Demonstrate start-up, operation, control, adjustment, trouble-shooting, servicing, maintenance, and shutdown of each item of equipment at agreed-upon times at equipment location.

F. Prepare and insert additional data in operations and maintenance manuals when need for additional data becomes apparent during instruction.

G. The amount of time required for instruction on each item of equipment and system is that specified in individual sections.

H. Video tape training and submit to CONSTRUCTION MANAGER for record.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 017800 - WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Warranty/Guarantee Information;

B. Supplemental Conditions

1.02 DESCRIPTION

A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.

B. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.

C. Provide one (1) year warranty for workmanship, product and materials.

D. Certifications and other commitments and agreements for continuing services to the District are specified elsewhere in the Contract Documents.

E. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

F. Further to Item E above, it is specifically required and acknowledged by Contractor that warranty periods on all equipment commences from date of District Final Acceptance of the Project. Therefore, start-up of equipment and/or the use of equipment during construction shall not be construed as the qualifier for warranty period start.

1.03 DEFINITIONS

A. Standard Product Warranties. Preprinted written warranties published by individual manufacturers for particular products and specifically endorsed by the manufacturer to the District.

B. Special Warranties. Written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the District.

1.04 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correcting warranted Work that has failed, Contractor shall remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted Work.

B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, Contractor shall reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that Work covered by a warranty has failed, Contractor shall replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the District has benefited from use of the Work through a portion of its anticipated useful service life.

D. District's Recourse: Written warranties made to the District are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the District can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The District reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

E. The District reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entitles required to countersign such commitments are willing to do so.

1.05 PREPARATION:

A. Contractor shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with District's permission, Contractor shall leave date of beginning of time of warranty until the date of completion is determined.

B. Contractor shall verify that documents are in proper form, contain full information, and are notarized, when required.

C. Contractor shall co-execute submittals when required.

D. Contractor shall retain warranties until time specified for submittal.

1.06 SUBMITTALS

A. Submit written warranties to the District's Representative prior to the date certified for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Engineer.

1. When a designated portion of the Work is completed and occupied or used by the District, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Engineer

within fifteen (15) days of completion of that designated portion of the Work.

B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the District through the District's Representative for approval prior to final execution.

C. Format of Submittal: At Final Completion compile two (2) copies of each required warranty and bond properly executed by the Contractor, or by the Contractor's subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual. Use a form acceptable to the District.

1. Binder: Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8½ inch by 11-inch paper.

2. Table of Contents: Contractor shall provide title of Project; name, address, and telephone number of Contractor and equipment supplier, and name of responsible principal. Contractor shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the product or work item is specified.

3. Dividers: Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address and telephone number of the installer.

4. Cover: Identify each binder on the front and the spine with the typed or printed title "WARRANTIES AND BONDS", the Project title or name, and the name of the Contractor.

5. Additional Copies: When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

D. TIME OF SUBMITTALS

1. For equipment or component parts of equipment put into service during construction with District's permission, Contractor shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.

2. Contractor shall submit for District approval all warranties and related documents within ten (10) days after date of completion. Contractor must revise the warranties as required by the District prior to District's approval of Contractor's final Application for Payment.

3. For items of Work delayed beyond date of completion, provide updated submittal within ten days after acceptance, listing the date of acceptance as start of warranty period.

END OF SECTION

SECTION 017700 - PROJECT CLOSEOUT

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Closeout procedures.

B. Adjusting.

C. Project record documents.

D. Operation and maintenance data.

E. Spare parts, maintenance manuals, and materials.

F. Underground wet utilities.

G. Instructions to OWNER'S personnel.

H. Commissioning.

1.02 CLOSEOUT PROCEDURES

A. Partial Occupancy and Substantial Completion:
   1. See the appropriate Articles in the General Conditions describing close-out procedures, punch lists, substantial completion, etc.
   2. Conform to Part 1, Title 24, Section 4-343 CCR, Requirements for Form 6-C (Verified Reports) and Closeout Procedures.
   3. In conjunction with the Project Inspector, prepare a list of items to be completed or corrected. List may be developed by areas, when approved by the ARCHITECT.
   4. Within a reasonable time after receipt of the list, the ARCHITECT will inspect to determine status of completion.
   5. Should the ARCHITECT determine that Work is not substantially complete:
      a. The ARCHITECT will promptly notify the CONTRACTOR in writing, giving the reasons for his determination.
      b. CONTRACTOR shall remedy the deficiencies and notify the ARCHITECT when Work is ready for re-inspection.
      c. The ARCHITECT will re-inspect the Work.
      d. Comply with mandatory requirements as set forth in the General Conditions for beneficial or partial occupancy
   6. When the ARCHITECT concurs that work is substantially complete:
      a. The ARCHITECT will prepare a "Certificate of Substantial Completion" on AIA Form G704, or form as included in the Supplementary Conditions, accompanied by the CONTRACTOR'S list of items to be completed or corrected as verified by the ARCHITECT.
      b. The ARCHITECT will submit the Certificate to the OWNER and to the CONTRACTOR for their written acceptance of the responsibilities assigned to them in the Certificate.

B. Final Completion:
   1. Prepare and submit a notice that Work is ready for final inspection and acceptance, and as defined in the General Conditions, with all work complete, including fire/life

safety systems.
2. Verify the Work is complete.
3. Certify that:
   a. Work has been inspected by all governing agencies and is in compliance with Contract Documents.
   b. Work has been inspected for compliance with the Contract Documents.
   c. Work has been completed in accordance with the Contract Documents.
   d. Equipment and systems have been tested as required and are operational.
   e. Work is completed and ready for final inspection.
4. The ARCHITECT will make an inspection to verify status of completion.
5. Should the ARCHITECT determine the Work is incomplete or defective:
   a. The ARCHITECT will promptly notify the CONTRACTOR in writing, listing incomplete or defective work.
   b. CONTRACTOR shall remedy the deficiencies promptly and notify the ARCHITECT when ready for re-inspection.
6. When the ARCHITECT determines the Work is acceptable under the Contract Documents, he will request the CONTRACTOR to make closeout submittals.

C. Closeout submittals include, but are not necessarily limited to:
1. Project Record Documents/As-Built Documents.
2. Operation and maintenance data for items so listed in pertinent Sections of these Specifications and for other items when so approved by the ARCHITECT.
3. Warranties and Guarantees.
4. Keys and keying schedule.
5. Spare parts, materials, extra stock to be turned over to the OWNER.
6. Evidence of payment and release of liens, when requested by OWNER.
7. List of subcontractors, service organizations and principal vendors, including names, addresses and telephone numbers, where they may be contacted for emergency service at all times, including nights, weekends and holidays.
8. Test reports and certification
9. Video recordings.

D. Final Payment:
1. Submit a Final Payment Request, showing all adjustments to the Contract Sum.
2. Retention will be released no sooner than thirty-five (35) days and not later than sixty (60) days after Notice of Completion has been recorded with the County Recorder's Office.

1.03 ADJUSTING

A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.04 PROJECT RECORD DOCUMENTS/AS-BUILT DOCUMENTS

A. CONSTRUCTION MANAGER will provide one (1) set of drawings and one (1) copy of the Project Manual, or computer with electronic as-builts, for use during construction to record changes made during construction manually.

B. Record in concise and neat manner and on a weekly basis all actual revisions to the work:
1. Changes made on the Drawings, including Clarification Drawings.
2. Changes made to the Specifications.
3. Changes made by Addenda.
4. Changes made by Instruction Bulletins.
5. Change Orders or other authorized Modifications to the Contract.
6. Revisions made to shop drawings, product data and samples.

C. Store Record Documents separate from documents used for construction. Replace soiled or illegible documents.

D. Record information concurrent with construction progress.

E. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:
   1. Manufacturer's name, trade name, product model and number, and supplier.
   2. Authorized product substitutions or alternates utilized.
   3. Changes made by Addenda and Modifications.

F. Record Documents and Shop Drawings: Legibly mark each item to record actual construction including:
   1. Measured depths of foundations in relation to finish first floor datum.
   2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements. Identify drains and sewers by invert elevation.
   3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work. Identify ducts, dampers, valves, access doors, and control equipment wiring.
   4. Field changes of dimension and detail.
   5. Details not on original Drawings.

G. Obtain Inspector's signed certification that Record Documents have been fully updated prior to submitting monthly payment requests. Compliance is mandatory before payment will be made.

H. Submit Inspector's certified documents to ARCHITECT with claim for final Application of Payment. Fully completed record drawings are a prerequisite to final payment.

I. The OWNER, at his option, may require the preparation of a final reproducible "RECORD SET" of drawings that incorporate all changes made during the construction process to include incorporation of all change orders, addenda, field orders and "As Installed" conditions noted on the CONTRACTOR prepared record documents. The preparation and printing cost of the "RECORD SET" is not a part of the contract.

1.05 OPERATION AND MAINTENANCE DATA

A. Submit three (3) sets prior to final inspection, bound in 8½ x 11 inch text pages, in binders with durable covers, tabbed by specification section and/or other organizing heading.
   1. Each binder to include an Operation & Maintenance Manual Form provided herein and attached to each section.

B. Provide (1) electronic set.

C. Deliver to CONSTRUCTION MANAGER'S home office, itemized and inventoried on transmittal.

1.06 SPARE PARTS AND MAINTENANCE MATERIALS

A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.

B. Deliver to CONSTRUCTION MANAGER'S home office, inventoried and transmitted similar to Operation and Maintenance manuals.

1.07 UNDERGROUND WET UTILITY VIDEO

A. Upon completion of the storm drain system, the Plumbing CONTRACTOR (for the building) and Site Utility CONTRACTOR (for the site) shall fully flush the storm drain system and confirm proper functionality.
   1. The IOR shall witness the review and recording process.
   2. Each CONTRACTOR shall provide all services necessary to electronically view and record (video) the improvements to the storm drain system. The CONTRACTOR shall turn-over two (2) USB flash drives of the documented review of the storm drain system at the completion of the project.

B. Upon completion of the sewer system, the Plumbing CONTRACTOR (for the building) and Site Utility CONTRACTOR (for the site) shall fully flush the sewer system and confirm proper functionality.
   1. The IOR shall witness the review and recording process.
   2. Each CONTRACTOR shall provide all services necessary to electronically view and record (video) the improvements to the sewer system **at all interior clean outs and main lines and all exterior building P.O.C./cleanout out to the public system P.O.C.** The CONTRACTOR shall turn-over two (2) USB flash-drives of the documented review of the sewer system at the completion of the project.

1.08 INSTRUCTIONS TO OWNER'S PERSONNEL

A. Instruct the OWNER'S personnel in proper operation and maintenance of all systems, equipment and similar items, which were provided as part of the work. Provide maintenance and inspection schedules that conform to manufacturer's recommendations.

B. CONTRACTOR shall provide a schedule to the OWNER for approval for each of the instruction periods required.
   2. Organize the instruction sessions into group sizes and schedule the elapsed time for instruction in a manner to provide complete coverage of the subject matter. Record (video) each session and provide OWNER with two (2) USB flash-drives containing the recording.

C. Instruction sessions will be held in a OWNER designated area on the project site and at OWNER'S convenience. Amount of time required for each session shall be as specified in individual sections.

D. Instructors shall be qualified by the product manufacturer in the subject matter presented at each session.
   1. Submit names of instructors and qualifications to the ARCHITECT and OWNER for approval thirty (30) days prior to each scheduled session.
   2. Substitution of instructors will not be permitted without prior approval of ARCHITECT or OWNER.

1.09 COMMISSIONING

A. Comply with Commissioning Agent's requirements for functional observation testing documentation.

1.10 DVBE CLOSE-OUT STATEMENT

A. Complete the form entitled Disabled Veteran Business Enterprise ("DVBE") CONTRACTOR Close-Out Statement.

B. Submit to CONSTRUCTION MANAGER prior to final payment.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

PART 4 FORMS

4.01 Forms Used

A. Operation and Maintenance Manual Form

END OF SECTION

SECTION 017900 - FORMS

PART 1 - GENERAL

1.01 SECTION INCLUDES INSTRUCTIONS FOR USE OF THE FOLLOWING FORMS

A. Application for Payment
B. Certificate of Stored Materials
C. Change Order Request (General/Prime Contractor)
D. Conditional Waiver & Release Upon Final Payment
E. Conditional Waiver & Release Upon Progress Payment
F. Contractor Progress Payment Release Checklist
G. Guarantee
H. Substitution Request
I. Testing & Inspection Request
J. Time & Material Daily for Added Work
K. Training and Orientation Sign In Sheet
L. Unconditional Waiver & Release upon Final Payment
M. Unconditional Waiver & Release upon Progress Payment
N. Waste Reduction and Recycling

PART 2 – PRODUCTS NOT USED

PART 3 – EXECUTION

3.01 Application for Payments

- Payment Application - This form is used in requesting a progress payment. (Section 00700 General Conditions and Section 01290 Application for Payment).
- Continuation Sheet - This form must accompany Application for Payment when requesting a progress payment. The Continuation Sheet is similar to the Schedule of Values. This form is used to establish the basis of the certified Application for Payment. (Section 00700 General Conditions and Section 01290 Application for Payment).

3.02 Certificate of Stored Materials

- This form must be notarized, executed and submitted with Application for Payment when Contractor is billing for stored materials.

3.03 Change Order Request (COR) for General Contractors

- All COR's must be submitted on this form. No other form will be accepted.

3.04 Conditional Waiver & Release Upon Final Payment

- This form must be submitted with Payment Application when requesting a final payment.

3.05 Conditional Waiver & Release Upon Progress Payment

- This form must be submitted with Payment Application when requesting a progress payment.

3.06 Contractor Progress Payment Release Checklist

- This form must be executed by Contractor & submitted with Payment Application

3.07 Guarantee

- This form must be submitted with the final payment application and provides the Contractor's guarantee that the Work was completed as specified and will remain so completed as specified.

3.08 Substitution Request

- This form is used to submit proposed substitutions of materials and/or equipment no longer manufactured and/or cannot be acquired from existing inventories. Must follow instructions within Division 01630 Product Substitutions.

3.09 Testing & Inspection Request

- This form must be submitted to the Inspector of Record at least forty-eight (48) hours in advance of any necessary Testing and Inspection on the project.

3.10 Time & Material Daily for Added Work

- Complete this form each day for work assigned to a Field Work Directive. All labor, equipment and materials must be identified daily to be considered.

3.11 Training and Orientation Sign In Sheet

- Complete this form for each training and or orientation provided, as identified in the contract documents. Forms must include attendee signatures.

3.12 Unconditional Waiver & Release Upon Final Payment

- Contractor must submit this completed form following receipt of final payment.

3.21 Unconditional Waiver & Release Upon Progress Payment

- Contractor must submit this completed form following receipt of progress payment with subsequent application for payment.

3.13 Waste Reduction and Recycling

- Contractor must submit this completed form monthly to track materials disposed and materials diverted.

END OF SECTION

Forms

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APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: Cerritos College
11110 Alondra Blvd
Norwalk, CA 90650

PROJECT:

Application No:

PERIOD TO:

FROM:

CONTRACT NO:

VIA ARCHITECT:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application for payment, is made in connection with the Contract, as shown below. A Continuation Form is attached.

1. ORIGINAL CONTRACT SUM		$ **0.00**
2. Net change by Change Orders		$ **0.00**
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$ **0.00**
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)		$ **0.00**
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on Continuation Form)	$ **0.00**	
b. 5 % of Stored Material $ (Column F on Continuation Form)	$ **0.00**	
Total Retainage	$ **0.00**	
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ **0.00**
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		$ **0.00**
8. CURRENT PAYMENT DUE		$ **0.00**
9. BALANCE TO FINISH, INCLUDING RETAINAGE		$ **0.00**

CHANGE ORDER SUMMARY	**ADDITIONS**	**DEDUCTIONS**
Total changes approved in previous months by owner		
Total approved this month		
TOTALS		

Inspector of Record:

By: _____ Date: _____

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown here now due.

CONTRACTOR:

By: _____ Date: _____

State of
County of:
Subscribed and sworn to before me this day of

Notary Public: _____
My Commission expires:

ARCHITECT'S/CONSULTANT CERTFICATE FOR PAYMENT

In accordance with the Contract Documents, based on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....$ **0.00**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT/CONSULTANT:

By: _____ Date: _____

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of Owner or Contractor under this Contract.

PROJECT MANAGER:

By: _____ Date: _____

Owner:

By: _____ Date: _____

COTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

containing Contractor's Signed Certification, is attached

Application No: _____

Application Date: _____

Period To: _____

Project No: _____

A.	B.	C.	D.	E.	F.	G.	H.	I.	J.
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE G* 5%
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD					
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
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						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
						$0.00	#DIV/0!	$0.00	$0.00
	CONTRACT TOTAL	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**#DIV/0!**	**$0.00**	$0.00

Certificate of
Stored
Materials

To: Cerritos College
c/o Tilden-Coil Constructors

The below listed materials, supplies and equipment (hereinafter defined as material) are stored at

_____
Address

and can be inspected upon reasonable notification:

Stored Material Item - Description	Stored Location	Quantity	Invoice Value *

*Invoice copy attached
(Attach additional sheets as needed.)
Contractor's Material Cost……..$
Total Cost (Invoice Value Plus Handling Cost)……..$

Upon receipt of payment (payment defined as invoiced cost plus material handling cost without overhead and profit) as petitioned by Contractor's Application For Payment No. Item(s) , dated , the undersigned hereby certifies the following:

1. Full, clear and unencumbered title and ownership of the material is transferred, assigned and vested to Owner.
2. The material is to be held in trust for the benefit of Owner and for the exclusive use of Owner until such time as the materials are incorporated into the work. The Contractor reaffirms his continued obligation to store and protect the material until completion of the work. All cost related to the procuring, transporting, insuring and improving, repairing or leasing facilities for storage of material is the sole cost of the Contractor.
3. A current Certificate of Insurance coverage is attached or presently on file with Owner.
4. The Certificate of Stored Materials shall constitute a Bill of Sale if accompanied by proof of payment for the referenced materials.

As evidence and surety of this obligation and for the protection of Owner, the Contractor (see Owner Contract) will provide and maintain an "ALL RISKS" insurance policy for the invoice value of material. Further, the Contractor agrees to be responsible and accountable for any and all damage to or destruction of the material, insurance coverage notwithstanding.

Contractor:

Sworn to and subscribed before me this
_____ day of _____, _____
Day *Month* *Year*

_____
Notary Public

My commission expires: _____

_____
Company Name

By: _____
Authorized Signature

Title: _____

Date: _____

Change Request Cost Breakdown - Prime Contractor

Project:

Date: _____

Reference: CCD #: _____ FWD #: _____ RFI #: _____

Description of Work:

Contractor: _____ **Contractor's Reference #:** _____

1. Material Cost (attach backup)		
2. Tool and Equipment Expense (attach backup) Note: only for tools > $500 per (10.4.1.3.3)		
3. Sales Tax _____ %		
4. Freight and Delivery Expense		
Subtotal:	$0.00	
Mark up (15% max):	$0.00	
Material/Equipment/Tools Subtotal:		$0.00
5. Direct Labor (attach backup) _____ Man Hours @ $ _____		
6. Overtime (attach backup)		
7. Payroll Taxes and Insurance (Liability & Property Damage Insurance, Worker's Comp., Social Security, and Unemployment Taxes) - (attach backup)		
Subtotal:	$0.00	
Mark up (15% max):	$0.00	
Labor Subtotal:		$0.00
8. Subcontract Work (attach backup)		
Subtotal:	$0.00	
Mark up (5% max):	$0.00	
Subcontract Subtotal:		$0.00
CHANGE REQUEST SUBTOTAL:		$0.00
9. Payment & Performance Bonds @ 1% (do not add for changes paid from Allowance)		$0.00
CHANGE REQUEST GRAND TOTAL:		$0

Notes: Prices Firm for _____ days

A Contract Time Extension of _____ days is requested (attach schedule analysis)

Prepared by: _____ *Date:* _____

Approval: _____ *Date:* _____

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
(Civil Code, § 8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant:

Name of Customer: Cerritos Community College District

Project Name:

Project Location: 11110 Alondra Blvd., Norwalk, CA

Owner: Cerritos Community College District

Through Date:

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: $ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Civil Code, § 8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: $ _____

Check Payable to: _____

Exceptions

This document does not affect any of the following:
(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:
Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): $ _____
(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

CERRITOS COMMUNITY COLLEGE
CONTRACTOR PROGRESS PAYMENT RELEASE CHECKLIST
(SUBMIT WITH MONTHLY BILLING)

Project / Contractor: _____

Pay App # / Period Ending: _____

☐ **Schedule Update** (Electronic & Hard Copy)
Verified On: _____ By: _____

☐ **Daily Work Reports Current**
Verified On: _____ By: _____

☐ **Safety Meeting Minutes Current**
Verified On: _____ By: _____

☐ **As-Built Drawings Current** (Updated monthly on the Plan Set)
Verified On: _____ By: _____ TCC Sign Off: _____

☐ **Insurance Certificates Current** (Expires _____. MUST BE CURRENT AT ALL TIMES)
Verified On: _____ By: _____

☐ **LCP Compliance Training Fund Contribution** (Provide monthly for previous month) Verified On: _____ By: _____

☐ **LCP Compliance Certified Payrolls (**Provide weekly for Prime Contractor & Subcontractors)
Verified On: _____ By: _____

☐ **SWPPP Requirements**
Verified On: _____ By: _____

☐ **Current Releases**
Verified On: _____ By: _____

☐ **Prior Releases**
Verified On: _____ By: _____

☐ **Open Stop Notices** (Confirm w/TCC & Purchasing)
Verified On: _____ By: _____ Yes: _____ No: _____

Cerritos College

GUARANTEE FORM

_____ (Contractor's Name) hereby unconditionally guarantees that the work performed for the **Project – Contract TBD** has been done in accordance with the requirements of the Contract and therefore further guarantees the work of the contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of completion of the contract, unless a longer guarantee period is called for by the Contract Documents, in which case the terms of the longer guarantee shall govern. The Contractor hereby agrees to repair or replace any and all work, together with any other work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to the District, ordinary wear and tear and unusual abuse and neglect only excepted. The Contractor has provided contract bonds which will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the District of any work not in accordance with the requirements of the contract or any defects in the work, he will commence and prosecute with due diligence all work necessary to fulfill the terms of this guarantee, and to complete the work within a reasonable period of time. In the event he fails to so comply, he does hereby authorize the District to proceed to have such work done at the Contractor's expense and he will pay the cost thereof upon demand. The District shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees of the District, or its property or licensees, the District may undertake at the Contractor's expense without prior notice, all work necessary to correct such hazardous condition when it was caused by the work of the Contractor not being in accordance with the requirements of this contract, or being defective, and to charge the same to the Contractor as specified in the preceding paragraph.

The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the District's rights to enforce all terms of the contract referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, the District's rights on such contract.

_____

CONTRACTOR'S SIGNATURE

Representative to be contacted for services:

Name: _____

Address: _____

_____

Office No.: _____

Mobile No.: _____

Fax No.: _____

SUBSTITUTION REQUEST FORM

Project: Project Name | Substitution Request Number:

To: Tilden-Coil Constructors | From:

Re: | Date:
Contract Number: **[TBD]** | Contract For:
Specification Title: | Description:
Spec Section: | Page: | Article/Paragraph:

Specified Material:

Proposed Substitution:

Manufacturer: | Address:
Trade Name:

Reason for Substitution:

Attached data shall include: product description, specifications, drawings, photographs, and performance and test data adequate for evaluation of the request; applicable portions of the data are clearly identified. Attached data also includes a description of changes to the Contract Documents that the proposed substitutions will require for its proper installation, at no cost to the Owner.

The Undersigned Certifies:

- ☐ Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- ☐ Same warranty will be furnished for proposed substitution as for specified product.
- ☐ Same maintenance service and source of replacement parts, as applicable, is available.
- ☐ Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- ☐ Proposed substitution does not affect dimensions and functional clearances.
- ☐ Payment will be made for changes to building design, including A/E design, detailing and construction costs caused by the substitutions.

Submitted by:
Signed by: _____
Firm:
Address:
Telephone:

Changes to Contract Price: Add / Credit of $ _____

Change to Material Lead Time: + / - _____ Days

A / E's REVIEW AND ACTION

- ☐ Substitution Approved
- ☐ Substitution Rejected as marked below:
  - ☐ Insufficient information submitted
  - ☐ Submitted late
  - ☐ Information not clearly marked
  - ☐ Full line product information (Binder not provided).
  - ☐ Does not meet performance / design requirements of Paragraph .
  - ☐ Comparisons not properly identified on product data sheets.

Signed by: _____ Date: _____

Supporting Data Required:

- ☐ Drawings
- ☐ Product Data
- ☐ Samples
- ☐ Tests if required in individual sections
- ☐ Reports if required in individual sections
- ☐ Other: _____

Ticket #: Trade

Date of Work Performed: _____

DAILY TIME AND MATERIAL TICKET

Project: ***Project Name***

Prime Contractor: ***Contractor*** TCC PCO #: _____

Contractor or Contractor's Subcontractor MUST notify the Construction Manager and/or the Inspector of Record (IOR) prior to each day of time and material commencement and again at the completion. All time and material tickets must be presented to the Construction Manager and/or the IOR **daily** for signature for verification of work performed and time. Construction Manager and/or the IOR MUST verify all time and material work and will not sign the time and material ticket if the Contractor or their Subcontractor has not properly notified the Construction Manager and/or IOR as stated above.

LABOR:

Name	Trade	Class	Hours	OT	Total
		Totals:			

EQUIPMENT/MATERIAL:

Quantity	Description	Hours

DESCRIPTION OF WORK PERFORMED:

The work performed on this daily time and material ticket is used to track hours associated with labor and material/equipment used. All conditions of the contract documents still apply to this scope. The merit to this scope is defined as one of the following. Below signature represents acknowledgement of the work performed under this T&M Ticket.

☐ Extra work added to the contract through the above referenced PCO No.

☐ Disputed scope of work to the contract. Signature does not constitute approval of supplemental payment.

Comments: _____

Signature: _____ _____ Date: _____
(Prime Contractor's Signature) *Name (Printed)*

Signature: _____ _____ Date: _____
(Tilden-Coil Signature) *Name (Printed)*

TESTING AND INSPECTION REQUEST

to be submitted 48 Hours In Advance

Request No. _____ **Date of Issuance:** _____

Cerritos College
11110 Alondra Blvd.
Norwalk, CA 90650

Project Name:

Contractor: _____ Inspection Required By: _____
(DATE AND TIME)

P. O. No.: _____ Inspection Required By: _____
(LAB, DSA INSPECTOR, OTHER)

Contract For: _____ Engineer / Architect: _____

We are hereby requesting the following Test and / or Inspection:

Description of Test / Inspection required:

_____-

Method of Testing and Inspection Performed:

Testing and Inspection Performed by:

☐ Testing and Inspection Laboratory
☐ DSA Inspector
☐ Tilden-Coil Superintendent
☐ Other

Results of Tests / Inspection:

Attachments / supporting documents:

☐ Contractor is hereby released to proceed with work in area(s) indicated above
☐ Contractor is hereby ordered to correct work as described above before proceeding with work in areas(s) indicated above
☐ Other: _____

Tilden-Coil
As Construction Manager for Cerritos College

By: _____
Project Manager

Date: _____

Type of System:

Project Name: _____

Contract Number: _____

Training Date: _____

Instructor: _____

Training should occur as early as possible, but no later than the Certificate of Occupancy Date.

ATTENDEE NAME – PRINT OR TYPE NAMES	ATTENDEE SIGNATURE

The above signature(s) on this form signify that the person(s) have been trained/instructed/oriented on the items listed below:

ITEMS REVIEWED

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT
(Civil Code, § 8138)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Project Name: _____

Project Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The Claimant has been paid in full.

Exceptions

This document does not affect any of the following:

Disputed claims for extras in the amount of: $ _____

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT
(Civil Code, § 8134)

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Project Name: _____

Project Location: _____

Owner: _____

Through Date: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job through the date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below.

Exceptions

This document does not affect any of the following:

1) Retentions
2) Extras for which the claimant has not received payment
3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

WASTE DISPOSAL AND DIVERSION REPORTING FORM

Date: _____

Property Address: Cerritos College 11110 Alondra Boulevard, Norwalk, CA 90650

Facility Contact and Telephone: Anthony Parker, Dir. of Physical Plant (562) 860-2451 Ext. 2301

Contractor Name:_____

Contractor Contact: _____ Contractor Telephone: _____

Description of Project: _____

_____

Approximate Dollar Value of Construction/Demolition: _____

Approximate Square Footage of Project: _____

Demolition Schedule: _____

Construction Schedule: _____

Name of Hauler(s): _____ Telephone: _____

Please check waste reduction activities that are practiced at this project site:

____ Use of Prefabricated Components
____ Reuse of Materials Onsite
____ Accurate Material Estimates
____ Reduced Packaging
____ Other (describe) _____
____ _____

Conversion Factors for Selected Loose Materials

Concrete	2370 lbs/cu yd	1.18 tons/cu yd	0.84 cu yd/ton
Asphalt	1940 lbs/cu yd	0.97 ton/cu yd	1.03 cu yds/ton
Brick	2430 lbs/cu yd	1.21 tons/cu yd	0.82 cu yd/ton
Dirt	2660 lbs/cu yd	1.33 tons/cu yd	0.75 cu yd/ton
Wood	400 lbs/cu yd	0.20 ton/cu yd	5.00 cu yds/ton
Gypsum wallboard	500 lbs/cu yd	0.25 ton/cu yd	4.00 cu yds/ton
Cardboard	100 lbs/cu yd	0.05 ton/cu yd	20.0 cu yds/ton

WASTE MATERIAL DISPOSITION SUMMARIES

Fill out the tables below. The unit of measurement is "tons." Use the conversion factors provided below. If a different conversion number is used, please provide. If tonnage information is not available, estimates can be provided in "cubic yards."

Part I. DEMOLITION MATERIALS (tons)

Material Type	Disposed in Class III Landfill	Taken to Inert Fills	Other Disposal (describe)	Reduced, Recycled or Salvaged	How Diverted? (e.g., reused as aggregate, etc.)
Concrete					
Asphalt					
Dirt					
Wood					
Metals					
Mixed Waste					
Other (describe)					
Total Tons	**A =**	**B =**	**C =**	**D =**	

Demolition Materials Diversion Rate: D/(A+B+C+D) = _____

Additional Notes/Comments:

Part II. CONSTRUCTION MATERIALS (tons)

Material Type	Disposed in Landfill	Taken to Inert Fills	Other Disposal (describe)	Reduced, Recycled or Salvaged	How Diverted? (e.g., reused as aggregate, etc.)
Concrete					
Asphalt					
Dirt					
Wood					
Metals					
Mixed Waste					
Other (describe)					
Total Tons	**A =**	**B =**	**C =**	**D =**	

Construction Materials Diversion Rate: D/(A+B+C+D) = _____

Additional Notes/Comments:

Disposal Facilities

Name of disposal facilities (e.g., landfill or inert facility name) materials are taken to:

Facility Name	Total Tons
Facility Name	Total Tons
Facility Name	Total Tons

Recycling Facilities

Name of the recycling facilities or recycler (materials given or sold to):

Recycler/Recycling Facility Name	Total Tons
Recycler/Recycling Facility Name	Total Tons
Recycler/Recycling Facility Name	Total Tons

Transformation Facilities

Name of the transformation facility:

Transformation Facility Name	Total Tons

To the best of my knowledge, the above estimates are an accurate representation of the disposition of the construction and demolition materials generated on-site at the construction job. I understand that Cerritos College may audit disposal and recycling documentation related to this survey.

Print Name	Signature

Additional Notes/Comments

Scopes of Work

****This page intentionally left blank****

S C O P E O F W O R K

CATEGORY 01: Site Demolition, Earthwork & Asphaltic Paving

PART 1 – GENERAL

1.01 Related Documents

Division 00 – General Conditions and Supplementary Conditions
Division 01 – General Requirements
Exhibit A – Baseline Schedule
Exhibit B – Logistics Plan
Exhibit C – Soils Report:

- Converse Consultants Geotechnical Investigation Report dated July 5, 2024

Exhibit D – Hazardous Report:

- N/A

Exhibit E – DSA 103
Exhibit F – Reference Plans:

- F.1 – Responsibility Matrix
- F.2 – Health Science Utility As-builts
- F.3 – Campus As-builts

1.02 Relevant Technical Specification Sections:

31 10 00 Site Clearing / Demolition
31 22 00 Grading
31 23 16 Excavation Fill Paving (as applies)
31 23 19 Excavation Fill Structures (as applies)
31 23 23 Excavation Fill Utilities (as applies)
31 23 26 Base Course (as applies)
32 01 17 Asphalt Pavement Repair
32 12 16 Asphalt Paving
32 12 36 Seal Bituminous Surfacing

PART 2 – GENERAL INCLUSIONS:

1. The work includes but is not necessarily limited to furnishing all: labor, materials and the installation of same, appliances, tools, equipment, facilities, transportation, receiving and unloading, hoisting, task lighting, applicable taxes and services necessary for, and incidental to, performing all operations in connection with this scope of work.

2. The breakdown of the scope of work by specifications is for organizational purposes only. The scope noted herein provides additional clarity only. It is not necessarily all inclusive. Where there is a reference to a detail, plan sheet or a note, this is to bring awareness only. Unless specifically "excluded", this Contractor has the entire scope of work.

3. The scope noted herein; regardless, if duplicated in another's scope of work and other contract documents, shall be included in this Category Contractor's base bid. In the event a scope item is duplicated in another Contractor's scope of work and/or other contract documents, this does not relieve this Contractor from the responsibility of the scope. It shall be the Construction Manager's discretion as to which Contractor will perform the scope of work and who shall provide a credit for the value of the scope not provided.

4. Any reference in this scope to "Contractor", "Category Contractor", "Bid Category Contractor", "Bid Package", "Trade Contractor", "Contractor", "Subcontractor" or any version of these are all synonymous / one-in-the same.

5. Contractor shall provide at the job site a Superintendent fluent in written and spoken English at all times during the performance of this Contractor's scope of work. It is the Contractor's responsibility to supervise their on-site crews and subcontractors at all times work is being performed under Contractor's scope of work.

6. Contractor is responsible to know the latest SCAQMD requirements:
   A. Includes implementing those means necessary to ensure any and/or all related work materials, fluids, equipment, etc. are stored or covered in a manner acceptable to the requirements.
   B. Contractor shall provide and maintain adequate dust control throughout the duration of their operation, including, but not limited to: washing/sweeping of existing sidewalks, public streets and concrete and asphalt access roads on a daily basis. Mitigation of dust shall be to the satisfaction of the Owner, City/County, and/or SCAQMD.
   C. Any penalties the owner receives due to this Contractor's negligence will be forwarded to this Contractor for reimbursement.

7. Contractor shall comply with all CAL OSHA requirements.

8. Written survey requests are to be provided to Construction Manager's Superintendent a minimum of three (3) working days prior to the start of work requiring surveying and are to be submitted in a manner that does not require excessive surveyor move-ins.

9. Contractor shall properly install and maintain all barricades, traffic control, warning lights, flagmen, for deliveries, hauling and/or disposal, including permits & fees as required by local and/or governing Agencies / municipalities for Contractor's scope of work whether expressly mentioned or not.

10. Contractor is responsible to turn in Inspection Requests (IRs) and/or testing requests to Construction Manager's Superintendent no less than 48 hours prior to desired inspection and no less than 72 hours for testing laboratory inspection. Work must be complete and in compliance with the contract documents prior to inspection. Contractor shall provide the necessary resources to make up time and bear all related cost associated with any late inspection requests and/or rejected inspections.
    A. Contractor foreman shall walk with the inspector during all inspections for this subcontractor's scope of work.

11. Any F.O.B. material and/or coordination required for the installation by this Contractor and/or other Contractors, shall be forwarded by the supplying Contractor with a letter of transmittal and detailed shop drawings showing dimensions, locations, and individual piece count to the installing Contractor via Construction Manager. ALL F.O.B. deliveries shall be coordinated with Construction Manager and the receiving Contractor at least 48 hours in advance. The receiving Contractor shall unload, inventory, and inspect materials. All shortages and damaged material must be noted on said transmittal. Receiving Contractor shall sign and date transmittal. Once the transmittal has been signed, it shall be the receiving Contractor's responsibility to protect and secure the material. Supplying Contractor shall forward a copy of signed transmittal to the Construction Manager's site office for their review and records. Supplying Contractor shall forward all F.O.B. material within the time limits as noted in the construction schedule so as to not delay receiving Contractor's work. If work is delayed due to the untimely forwarding of required material and/or information, the applicable Contractor shall be responsible for any and all costs incurred due to delays and/or corrective work.

12. A representative from this Contractor is to be on site to receive all material deliveries, whether they are performing work on site at the time or not. Construction Manager will not receive or sign for any deliveries of this Contractor's material. Contractor is to provide traffic control, including but not limited to flagmen, signage, delineators, etc. for any delivery vehicles that are unable to be unloaded on the project site, in accordance with all local traffic laws.

13. Contractor shall protect all existing on and/or offsite conditions. Any damage sustained by the work of this Contractor, shall be repaired or replaced within 48 hours or as directed by Construction Manager or Owner at the expense of this Contractor.

14. Contractor has been allotted a number of days for construction activities that relates to this trade. Contractor must manage to complete all work in allotted time frame without excuse. Contractor agrees to assign the appropriate manpower to complete the activities. Therefore, all clarification and approvals must be obtained prior to start of work and in such time as to allow response, procurement, and preparation without compromising the schedule activity time and scheduled start date and finish date. Late coordination and RFI's requested during work progress will not be an excuse for delay.

15. Contractor shall provide their own storage and safety measures.

16. Mobilizations and move-ins as necessary to achieve the progression of the project schedule.

17. Contractor understands and is responsible for all layout for their respective work.

18. The beginning of installation means the Contractor accepts the condition of the existing substrate. If any repairs and/or replacement is required to the substrate, all costs associated with the removal and replacement of finished product shall be at the expense of this Contractor.

19. Within 10 days of Notice to Proceed, Contractor shall provide written documentation of lead times for all items. Upon submittal approval, Contractor shall provide written confirmation from each manufacturer and or fabricator of order placement, confirmed lead times and confirmed shipping dates of all items.

20. Within 14 days of Notice to Proceed, Contractor is to provide a monthly billing projection/forecast report through the duration of the project to Tilden-Coil for review and approval. This report is required prior to the first billing.

21. Contractor understands that submittals are to show the availability and coordination of the work in the specifications and contract documents. NO DEVIATION FROM CONTRACT DOCUMENTS IS ALLOWED IN THE SUBMITTAL. Any “approved” stamp on a submittal is only a cursory review from the design team with the assumption that all content within the submittal is per plans and specifications. Any deviation(s) from plans and specification contained in the “approved” submittal, DOES NOT constitute an approved deviation. Contractor hereby agrees that only specific change requests, within specific RFI’s, approved by the design team and the Owner or specific written direction by the Architect will constitute an approved deviation from the contract documents.

22. Contractor is responsible to protect their work product and all existing surfaces interfacing with this scope. Contractor waives all financial costs associated with “unknown” trade damage unless such issue is vetted out at the time of the damage. Any trade damage is to be brought to the attention of the Construction Manager immediately at the time of the damage. Failure to notify Construction Manager of the undetermined trade damage at the time of the damage will prevent Construction Manager from identifying the offending trade and will prevent Construction Manager from resolving the cost on behalf of the damaged Contractor.

23. Any charge associated with damages or repairs caused by other trades shall be brought to the attention of the Construction Manager immediately at the time of the damage. Failure to notify Construction Manager of the issue with the trade(s) that caused the damage, forfeits their right to be reimbursed for any necessary repairs and or recourse.

24. Contractor shall take reasonable care to maintain Storm Water Pollution (SWPPP) related erosion control facilities and temporary storm water diversion means during all work.
    A. If inclement weather is foreseeable during operations of this trade, this Contractor shall use its best effort to leave the site in a condition that minimizes the effects of erosion caused by such weather.
    B. Contractor to protect all work from effects of inclement weather at its own cost. Protection of this Contractor’s work area is the responsibility of same.

C. Any corrections and or repairs required due to damage inflicted by the work of this Contractor shall be the responsibility of same.
D. Any penalties the owner receives due to this Contractor's negligence will be forwarded to this Contractor for reimbursement.
E. Contractors requiring wash out shall have their washout container(s) clearly marked. NO direct dumping onsite and/or into sewer and/or draining systems.

25. Contractor to protect open excavations or other hazards resulting from this Contractor's work. Contractor shall cover all open trenches with Cal OSHA compliant covering or soil each day. Temporary trench covering is to be installed in a manner so as to eliminate tripping hazard. It is the Contractor's responsibility to security material and equipment. Any theft of material/equipment is the Contractor's responsibility to replace.

26. Contractor understands that housekeeping is critical to both safety and efficiency. Therefore, daily cleanup is an obligation of the contract. Contractor is responsible to legally remove their debris offsite on a daily basis or as necessary as not to be an impact to safety and dependent trades / progress of the project schedule.
Additionally, mandatory participation is required in a composite cleanup every Friday as noted below:
    A. Contractor's manpower contribution size is based on manpower size as follows:
        i. 1 to 5 workers = 1, 6 to 10 workers = 2, 11-15 workers = 3, 16 to 20 workers = 4, 20+ workers = 5.
    B. The cleanup crew is in addition to the current manpower.
    C. Cleanup is a full day and may include sweeping, scrapping material, and picking up unidentifiable material.
    D. Contractor is to report to the Construction Manager's trailer and sign-in prior to performing composite cleaning.
    E. The composite clean includes addressing materials on site that may not have been directly generated by the Contractor performing the composite clean.
    F. Each Contractor shall provide their own sweeping compound, brooms, shovels, dust pans, wheelbarrows, trash cans etc. and means of transporting debris from any location on the project site to a designated dumpster.

    If daily housekeeping falls below acceptable standards, Construction Manager will consider one of the three options to mitigate:
    A. Require a composite cleanup crew, as needed, until standard is restored. Contractor's manpower contribution size is based on manpower size as follows:
        i. 1 to 5 workers = 1, 6 to 10 workers = 2, 11-15 workers = 3, 16 to 20 workers = 4, 20+ workers = 5.
    B. Hire a separate cleanup crew as needed until standard is restored. Hired crew is funded via a deductive change order to the offending Contractor(s).
    C. Require an "all hands" cleanup session as needed until standard is restored.

27. The site lay down space is limited. No Contractor parking will be allowed on-site. All trades will be required to park off-site. Construction Manager will attempt to allow the Foreman for each Contractor to park onsite, but it is not guaranteed.

28. An OSHA compliant temporary exterior stair to the roof will be provided. Access shall be provided to all trades. Each trade shall sign waiver before access / use.

29. The Project is in a residential area. The City's noise ordinance/work hours will be enforced.

30. During performance of work the project site will be occupied by students and staff. Contractor shall not interact with students or staff.

31. Contractor shall verify location and elevation of existing utilities prior to commencement of work. Pothole and or use vacuum trucks as necessary during excavation operations. Potholing and locating of existing utilities are required and are the responsibility of each Contractor.

32. Any work required that may shutdown existing services to campus must be performed on off hours from Friday 10pm through Sunday 5pm at this Contractors expense. 14-day notice must be provided to Construction Manager in order to coordinate with facilities and to provide campus notification.

PART 3 –TRADE SPECIFIC INCLUSIONS:

Site Demolition:

1. All labor, equipment, trucking, disposal, imported material, water, temporary measures and incidental work required for site demolition, clearing, mass/site earthwork, excavation and fill, rough grading, subgrade preparation and asphaltic paving.

2. Demolish and remove existing site improvements within the Contract limits assigned to this package, including asphalt pavement, aggregate base, concrete/site improvements where specifically assigned, curbs or paving components assigned by the demolition documents, abandoned site features and miscellaneous obstructions required to perform the new Work. Sawcut neatly at limits of removal and protect adjacent improvements to remain.

3. Review all plans to fully understand utilities and other site improvements scheduled to remain. Provide the necessary barricades and safety measures to ensure damage is not sustained during demolition.

4. Before any demolition, Contractor and Construction Manager to photograph, video tape, document existing conditions scheduled to remain.

5. Clear and grub.
   a. Remove site related structures, canopies, equipment/housekeeping pads, fencing, gates, site furnishings, ramps, stairs, planters, seat walls, light poles, posts, and related foundation work.
   b. Remove hardscape, decomposed granite, running track, landscape, trees, and vegetation.
   c. Remove sand, sub-bases under concrete paving and asphalt.
   d. Remove abandoned site underground utilities including irrigation, plumbing, mechanical, and electrical utility lines, vaults, manholes, clean-outs, and pullboxes.

6. Load, haul and legally dispose or recycle demolition debris and unsuitable material generated by this package. Include all trucking, dump fees, manifests and regulatory requirements. Materials specifically identified for salvage shall be protected and delivered as directed.

7. Protect utilities and site systems designated to remain. Where abandoned utilities occur within the excavation or building footprint, remove or abandon them in accordance with the Contract Documents and governing requirements. Utility relocation work belonging to another trade is excluded, but excavation/backfill specifically assigned to this package shall be coordinated.

8. Protect existing buildings and site/offsite improvements such as vegetation, streets, sidewalks, curb/gutters, approaches, and fencing.

9. Salvage items as noted.

Abatement

10. Include abatement of up to 200 LF of anticipated transite/asbestos-containing piping within this Bid Category's limits of work.

11. Include all required containment, removal, handling, transportation, disposal, and manifests associated with the transite piping.

12. Coordinate abatement activities with demolition, excavation, and related site work.

13. Hazardous materials beyond the identified transite piping or stated quantity are excluded unless subsequently identified and assigned by Contract modification.

Earthwork/Soils Improvement:

14. Mass / rough grading and over-excavation, fill, and compaction.

15. Prepare building subgrades in accordance with the Geotechnical Report, including removal of unsuitable/loose material, overexcavation where required by the Geotechnical Engineer, scarification, moisture conditioning, recompaction and placement of approved engineered fill to required grades.

16. The Geotechnical Report identifies liquefiable soils and recommends Deep Soil Mixing / Wet Soil Mixing as a feasible ground-improvement method. This Contractor shall design and construct the complete DSM system required to satisfy the project performance criteria. For bidding, anticipate treatment extending through liquefiable soils generally in the approximate 8- to 50-foot-below-grade range, with final treatment depths, geometry and lateral limits established by this Contractor's engineered design and approved by the appropriate design professionals/authorities.

17. Provide complete DSM engineering and construction, including California-licensed professional engineering as required, design calculations, treatment layout, column geometry, treatment depths, binder selection and dosage, mix design, installation methodology, equipment, grout/binder materials, production controls, quality-control plan, testing coordination, as-built documentation and final certification. Any specialty ground-improvement designer or installer engaged by this Contractor shall be included within this Bid Package and under this Contractor's contractual responsibility.

18. All site preparation and earthwork required to execute the DSM work, including establishing and maintaining accessible working grades, preparing treatment areas, maintaining haul/access routes, temporary grading and earthwork required before, during and after DSM installation.

19. Determine the loading and working-platform requirements for the proposed DSM equipment and provide the complete working platform required for safe and effective operations, including subgrade preparation, imported aggregate, geogrid/geotextile or other stabilization materials where required by the engineered work plan. Maintain the platform throughout DSM operations and remove/rework it as required for subsequent construction.

20. Complete management of all DSM returns/spoils generated by the Work, including collection, onsite handling, temporary stockpiling, drying/conditioning as necessary, loading, hauling, legal disposal and associated cleanup. Contractor shall account for anticipated DSM spoil quantities, bulking and moisture content in its bid.

21. After completion and acceptance of ground improvement, trim the treated area, remove loose/disturbed material as required, re-establish grades, moisture-condition and compact fill above/around the treated zone, and prepare the site to receive shallow foundations, slabs and subsequent site construction.

22. Protect completed and accepted DSM improvements from damage by subsequent excavation, trafficking and earthwork. Coordinate excavation limits around treated soils and repair or remediate damage to the DSM system caused by this Contractor's operations at no additional cost.

23. Furnish and place approved import fill where onsite material is insufficient or unsuitable. Fill shall comply with the Geotechnical Report and be placed in lifts, moisture-conditioned and compacted to the specified criteria. Include processing of suitable onsite material required for reuse.

24. Loading, trucking and legal disposal of excess cut, unsuitable soils and debris generated by this package. Contractor shall independently verify anticipated quantities and account for bulking/shrinkage, construction sequencing and DSM spoil impacts when establishing its bid.

25. Provide water and equipment required for moisture conditioning, compaction and dust control throughout demolition and earthwork operations. Prevent track-out and clean affected campus/site access routes as required.

26. Provide localized nuisance-water removal necessary for this Contractor's operations. Significant groundwater dewatering systems or engineered dewatering required by unforeseen groundwater conditions are excluded unless shown in the Contract Documents; immediately notify the Construction Manager if encountered.

27. Provide trench excavation and backfill only where expressly assigned to this package. Where utility trades perform their own trenching, coordinate crossing elevations and protect completed earthwork. Do not place fill over uninspected utility work.

Asphalt Paving:

28. Sawcut, remove and dispose of existing asphalt pavement and base within project limits assigned to this package. Maintain clean, straight interfaces with pavement to remain and protect adjacent active campus paving.

29. Asphaltic concrete paving and aggregate base assigned to this package, including subgrade preparation, fine grading, proofrolling where required, base placement/compaction, tack/prime coats where specified, asphalt placement, joints, transitions and compaction required for a complete paving system.

30. Restore asphalt areas disturbed by this Contractor's demolition, excavation, haul routes or other assigned work. Coordinate final limits and transitions with Civil and the Construction Manager.

31. Proof roll and prepare pavement and building subgrades where required by the Geotechnical Report or Contract Documents. Identify yielding/unstable areas and perform corrective excavation/recompaction as directed and observed by the Geotechnical Engineer.

Miscellaneous Scope of Work and Coordination:

32. Coordinate and provide safe access for density testing, proofrolling observation and geotechnical inspection. Rework failed areas and retest at this Contractor's cost where failure results from its materials or workmanship.

33. Provide sloping, benching, shoring coordination and excavation protection required for this Contractor's operations in accordance with CAL/OSHA and the Contract Documents. Engineered shoring systems by others are excluded unless specifically assigned.

34. Maintain and restore SWPPP measures disturbed by this Contractor. Provide temporary stabilization and erosion/dust-control measures directly associated with its operations. Overall SWPPP administration and permanent drainage systems are by others unless specifically assigned.

35. Construct and maintain temporary earthwork access and haul routes required for this package and for coordinated DSM operations within the work area where reasonably necessary. Restore affected areas to required project grades after use.

36. Turn over site areas at the rough-grade/subgrade tolerances required for subsequent General Package hardscape and Landscape work. Site hardscape is by the General Package; Landscape fine grading and planting soil preparation are by the Landscape Contractor unless otherwise indicated.

37. Remove temporary earthwork facilities and excess materials, complete final rough grading assigned to this package, provide required compaction/test documentation and survey/as-built information where specified, and leave areas clean, stable and ready for successor trades.

PART 4 – ALLOWANCES:

Contractor shall include in the base bid an allowance of $250,000.00. The allowance shall be used at the discretion of the Construction Manager and/or Owner. The allowance shall not be used for this Bid Category's poor workmanship, missing scope, or delays imposed due to this Bid Category. All labor rates and material cost

shall be determined in accordance with the General Conditions. All mark-up, general conditions, bonds, fee, overhead & profit, insurance, and supervision for this allowance shall be in addition to the allowance amount identified in Division 01 and is to be included in this Contractor's Base Bid. This allowance shall be specifically itemized on this Bid Category Contractors Schedule of Values.

PART 5 – EXCLUSIONS:

1. Site hardscape, site concrete and unit pavers are by the General Package except demolition/removal or earthwork expressly assigned to this Bid Category.
2. Landscape planting, irrigation and landscape finish grading/soil preparation are by the Landscape Bid Category.
3. Permanent wet utilities, storm drain, fire service, plumbing, electrical and low-voltage systems are by their respective trades, except excavation/backfill specifically assigned to this package.
4. Site furnishings.
5. Cut and cap irrigation, plumbing and mechanical lines.
6. Safing off electrical

PART 6 – BID ALTERNATES:

Not Applicable

S C O P E O F W O R K

CATEGORY 02: Landscape & Irrigation

PART 1 – GENERAL
Related Documents
Division 00 – General Conditions and Supplementary Conditions
Division 01 – General Requirements
Exhibit A – Baseline Schedule
Exhibit B – Logistics Plan
Exhibit C – Soils Report:
- Converse Consultants Geotechnical Investigation Report dated July 5, 2024

Exhibit D – Hazardous Report:
- N/A

Exhibit E – DSA 103
Exhibit F – Reference Plans:
- F.1 – Responsibility Matrix
- F.2 – Health Science Utility As-builts
- F.3 – Campus As-builts

1.02 Relevant Technical Specification Sections:
01 56 39 - Temporary Tree and Plant Protection
32 18 13 - Synthetic Grass Surfacing
32 84 00 - Planting Irrigation
32 91 13 - Soil Preparation
32 93 00 - Plants

PART 2 – GENERAL INCLUSIONS:
1. The work includes but is not necessarily limited to furnishing all: labor, materials and the installation of same, appliances, tools, equipment, facilities, transportation, receiving and unloading, hoisting, task lighting, applicable taxes and services necessary for, and incidental to, performing all operations in connection with this scope of work.

2. The breakdown of the scope of work by specifications is for organizational purposes only. The scope noted herein provides additional clarity only. It is not necessarily all inclusive. Where there is a reference to a detail, plan sheet or a note, this is to bring awareness only. Unless specifically "excluded", this Contractor has the entire scope of work.

3. The scope noted herein; regardless, if duplicated in another's scope of work and other contract documents, shall be included in this Category Contractor's base bid. In the event a scope item is duplicated in another Contractor's scope of work and/or other contract documents, this does not relieve this Contractor from the responsibility of the scope. It shall be the Construction Manager's discretion as to which Contractor will perform the scope of work and who shall provide a credit for the value of the scope not provided.

4. Any reference in this scope to "Contractor", "Category Contractor", "Bid Category Contractor", "Bid Package", "Trade Contractor", "Contractor", "Subcontractor" or any version of these are all synonymous / one-in-the same.

5. Contractor shall provide at the job site a Superintendent fluent in written and spoken English at all times during the performance of this Contractor's scope of work. It is the Contractor's responsibility to supervise their on-site crews and subcontractors at all times work is being performed under Contractor's scope of work.

6. Contractor is responsible to know the latest SCAQMD requirements:

A. Includes implementing those means necessary to ensure any and/or all related work materials, fluids, equipment, etc. are stored or covered in a manner acceptable to the requirements.
B. Contractor shall provide and maintain adequate dust control throughout the duration of their operation, including, but not limited to: washing/sweeping of existing sidewalks, public streets and concrete and asphalt access roads on a daily basis. Mitigation of dust shall be to the satisfaction of the Owner, City/County, and/or SCAQMD.
C. Any penalties the owner receives due to this Contractor's negligence will be forwarded to this Contractor for reimbursement.

7. Contractor shall comply with all CAL OSHA requirements.

8. Written survey requests are to be provided to Construction Manager's Superintendent a minimum of three (3) working days prior to the start of work requiring surveying and are to be submitted in a manner that does not require excessive surveyor move-ins.

9. Contractor shall properly install and maintain all barricades, traffic control, warning lights, flagmen, for deliveries, hauling and/or disposal, including permits & fees as required by local and/or governing Agencies / municipalities for Contractor's scope of work whether expressly mentioned or not.

10. Contractor is responsible to turn in Inspection Requests (IRs) and/or testing requests to Construction Manager's Superintendent no less than 48 hours prior to desired inspection and no less than 72 hours for testing laboratory inspection. Work must be complete and in compliance with the contract documents prior to inspection. Contractor shall provide the necessary resources to make up time and bear all related cost associated with any late inspection requests and/or rejected inspections.
    A. Contractor foreman shall walk with the inspector during all inspections for this subcontractor's scope of work.

11. Any F.O.B. material and/or coordination required for the installation by this Contractor and/or other Contractors, shall be forwarded by the supplying Contractor with a letter of transmittal and detailed shop drawings showing dimensions, locations, and individual piece count to the installing Contractor via Construction Manager. ALL F.O.B. deliveries shall be coordinated with Construction Manager and the receiving Contractor at least 48 hours in advance. The receiving Contractor shall unload, inventory, and inspect materials. All shortages and damaged material must be noted on said transmittal. Receiving Contractor shall sign and date transmittal. Once the transmittal has been signed, it shall be the receiving Contractor's responsibility to protect and secure the material. Supplying Contractor shall forward a copy of signed transmittal to the Construction Manager's site office for their review and records. Supplying Contractor shall forward all F.O.B. material within the time limits as noted in the construction schedule so as to not delay receiving Contractor's work. If work is delayed due to the untimely forwarding of required material and/or information, the applicable Contractor shall be responsible for any and all costs incurred due to delays and/or corrective work.

12. A representative from this Contractor is to be on site to receive all material deliveries, whether they are performing work on site at the time or not. Construction Manager will not receive or sign for any deliveries of this Contractor's material. Contractor is to provide traffic control, including but not limited to flagmen, signage, delineators, etc. for any delivery vehicles that are unable to be unloaded on the project site, in accordance with all local traffic laws.

13. Contractor shall protect all existing on and/or offsite conditions. Any damage sustained by the work of this Contractor, shall be repaired or replaced within 48 hours or as directed by Construction Manager or Owner at the expense of this Contractor.

14. Contractor has been allotted a number of days for construction activities that relates to this trade. Contractor must manage to complete all work in allotted time frame without excuse. Contractor agrees to assign the appropriate manpower to complete the activities. Therefore, all clarification and approvals must be obtained prior to start of work and in such time as to allow response, procurement, and preparation without compromising the schedule

activity time and scheduled start date and finish date. Late coordination and RFI's requested during work progress will not be an excuse for delay.

15. Contractor shall provide their own storage and safety measures.

16. Mobilizations and move-ins as necessary to achieve the progression of the project schedule.

17. Contractor understands and is responsible for all layout for their respective work.

18. The beginning of installation means the Contractor accepts the condition of the existing substrate. If any repairs and/or replacement is required to the substrate, all costs associated with the removal and replacement of finished product shall be at the expense of this Contractor.

19. Within 10 days of Notice to Proceed, Contractor shall provide written documentation of lead times for all items. Upon submittal approval, Contractor shall provide written confirmation from each manufacturer and or fabricator of order placement, confirmed lead times and confirmed shipping dates of all items.

20. Within 14 days of Notice to Proceed, Contractor is to provide a monthly billing projection/forecast report through the duration of the project to Tilden-Coil for review and approval. This report is required prior to the first billing.

21. Contractor understands that submittals are to show the availability and coordination of the work in the specifications and contract documents. NO DEVIATION FROM CONTRACT DOCUMENTS IS ALLOWED IN THE SUBMITTAL. Any "approved" stamp on a submittal is only a cursory review from the design team with the assumption that all content within the submittal is per plans and specifications. Any deviation(s) from plans and specification contained in the "approved" submittal, DOES NOT constitute an approved deviation. Contractor hereby agrees that only specific change requests, within specific RFI's, approved by the design team and the Owner or specific written direction by the Architect will constitute an approved deviation from the contract documents.

22. Contractor is responsible to protect their work product and all existing surfaces interfacing with this scope. Contractor waives all financial costs associated with "unknown" trade damage unless such issue is vetted out at the time of the damage. Any trade damage is to be brought to the attention of the Construction Manager immediately at the time of the damage. Failure to notify Construction Manager of the undetermined trade damage at the time of the damage will prevent Construction Manager from identifying the offending trade and will prevent Construction Manager from resolving the cost on behalf of the damaged Contractor.

23. Any charge associated with damages or repairs caused by other trades shall be brought to the attention of the Construction Manager immediately at the time of the damage. Failure to notify Construction Manager of the issue with the trade(s) that caused the damage, forfeits their right to be reimbursed for any necessary repairs and or recourse.

24. Contractor shall take reasonable care to maintain Storm Water Pollution (SWPPP) related erosion control facilities and temporary storm water diversion means during all work.
    A. If inclement weather is foreseeable during operations of this trade, this Contractor shall use its best effort to leave the site in a condition that minimizes the effects of erosion caused by such weather.
    B. Contractor to protect all work from effects of inclement weather at its own cost. Protection of this Contractor's work area is the responsibility of same.
    C. Any corrections and or repairs required due to damage inflicted by the work of this Contractor shall be the responsibility of same.
    D. Any penalties the owner receives due to this Contractor's negligence will be forwarded to this Contractor for reimbursement.
    E. Contractors requiring wash out shall have their washout container(s) clearly marked. NO direct dumping onsite and/or into sewer and/or draining systems.

25. Contractor to protect open excavations or other hazards resulting from this Contractor's work. Contractor shall cover all open trenches with Cal OSHA compliant covering or soil each day. Temporary trench covering is to be installed in a manner so as to eliminate tripping hazard. It is the Contractor's responsibility to security material and equipment. Any theft of material/equipment is the Contractor's responsibility to replace.

26. Contractor understands that housekeeping is critical to both safety and efficiency. Therefore, daily cleanup is an obligation of the contract. Contractor is responsible to legally remove their debris offsite on a daily basis or as necessary as not to be an impact to safety and dependent trades / progress of the project schedule.
    Additionally, mandatory participation is required in a composite cleanup every Friday as noted below:
    A. Contractor's manpower contribution size is based on manpower size as follows:
       i. 1 to 5 workers = 1, 6 to 10 workers = 2, 11-15 workers = 3, 16 to 20 workers = 4, 20+ workers = 5.
    B. The cleanup crew is in addition to the current manpower.
    C. Cleanup is a full day and may include sweeping, scrapping material, and picking up unidentifiable material.
    D. Contractor is to report to the Construction Manager's trailer and sign-in prior to performing composite cleaning.
    E. The composite clean includes addressing materials on site that may not have been directly generated by the Contractor performing the composite clean.
    F. Each Contractor shall provide their own sweeping compound, brooms, shovels, dust pans, wheelbarrows, trash cans etc. and means of transporting debris from any location on the project site to a designated dumpster.

    If daily housekeeping falls below acceptable standards, Construction Manager will consider one of the three options to mitigate:
    A. Require a composite cleanup crew, as needed, until standard is restored. Contractor's manpower contribution size is based on manpower size as follows:
       i. 1 to 5 workers = 1, 6 to 10 workers = 2, 11-15 workers = 3, 16 to 20 workers = 4, 20+ workers = 5.
    B. Hire a separate cleanup crew as needed until standard is restored. Hired crew is funded via a deductive change order to the offending Contractor(s).
    C. Require an "all hands" cleanup session as needed until standard is restored.

27. The site laydown space is limited, and Contractor parking will not be permitted within the construction limits. Designated Contractor parking will be available at specific locations on campus at no cost. Parking in all other campus lots is paid parking, subject to availability, and provided on a first-come, first-served basis.

28. An OSHA compliant temporary exterior stair to the roof will be provided. Access shall be provided to all trades. Each trade shall sign waiver before access / use.

29. The Project is in a residential area. The City's noise ordinance/work hours will be enforced.

30. During performance of work the project site will be occupied by students and staff. Contractor shall not interact with students or staff.

31. Contractor shall verify location and elevation of existing utilities prior to commencement of work. Pothole and or use vacuum trucks as necessary during excavation operations. Potholing and locating of existing utilities are required and are the responsibility of each Contractor.

32. Any work required that may shutdown existing services to campus must be performed on off hours from Friday 10pm through Sunday 5pm at this Contractors expense. 14-day notice must be provided to Construction Manager in order to coordinate with facilities and to provide campus notification.

PART 3 –TRADE SPECIFIC INCLUSIONS:

Existing System :

1. Cut and cap existing irrigation system in the proposed area of improvement. Provide the necessary means to maintain the existing system that is outside the proposed area of improvement not scheduled to be removed. Re-establish existing irrigation system as identified in the drawings. Pothole as necessary as not to damage existing utilities.

2. Temporary irrigation lines and /or hand watering to maintain existing landscaping not scheduled to be removed. Remove temporary line upon installation of permanent line. Permanent line to be installed after grading operations.

3. Protect existing trees that are scheduled to remain. Trim / prune tree(s); regardless, if noted or not, as necessary to alleviate shock and/or prevent tree from dying.

New Installation:

4. All irrigation material and equipment for main and branch piping, drip irrigation, sprinkler heads, bubblers, root watering systems and all related sleeves.

5. All valve types, valve boxes, quick couplers, control wiring, backflow devices, pressure regulators, controllers, controller enclosures, rain sensors, grounding rod, flow sensors, accessories, and appurtenances.

6. Metal enclosure along with footing and/or pad for devices, equipment, and appurtenances.

7. Concrete pads, concrete thrust blocks, concrete encasement, and brick supports to support devices, equipment, and appurtenances.

8. Crushed rock paving, decorative rock, cobblestone paving and decomposed granite as noted.

9. Fine grade from +/-0.2 foot. Grading shall include adjustment for proper drainage. Remove debris and rocks. Roto-till and soil amendments. Provide finish grades in landscape areas as noted in the plans.

10. Pre-planting, weed control, soil amendments, fertilizers, planting materials, and mulch.

11. Filter fabric and weed barrier.

12. Planting vegetation such as trees, shrubs, and ground cover.

13. Landscape edging / headers, staking as noted.

14. Review all plan sheets to become familiar with underground utilities prior to irrigation (main or lateral) and plant material installation.

15. Coordinate sleeves through and under footings, slabs, sidewalks, and paved areas with the Concrete and Paving Contractors.

16. Excess spoils generated under this section shall be removed and legally disposed of by this Contractor.

17. Trenches shall be backfilled and compacted to same elevation as the adjacent surface.

18. Includes tying into existing controller, if applicable.

19. Provide laminated control / zone / valve charts.

20. Tree grates and tree wells assembly. FOB any embedded angle to Concrete Contractor.

21. Recycled water compliance per LA County Department of Public Health/LAC-DEH and City requirements, including purple components and caps throughout (decals not accepted), purple I.D. tags in each valve box, required bilingual "Recycled Water – Do Not Drink" signage with vandal-proof hardware, and a recycled water placard at the controller.

22. Install Turf per plans, specifications, and manufacturer requirements; submit turf sample for approval prior to ordering. Provide subgrade preparation, drainage system, nailer boards, fasteners, and required infill.

23. Landscape maintenance period of 90 calendar days minimum to 180 calendar days maximum following acceptance of the installation.

PART 4 – ALLOWANCES:

Contractor shall include in the base bid an allowance of $100,000.00. The allowance shall be used at the discretion of the Construction Manager and/or Owner. The allowance shall not be used for this Bid Category's poor workmanship, missing scope, or delays imposed due to this Bid Category. All labor rates and material cost shall be determined in accordance with the General Conditions. All mark-up, general conditions, bonds, fee, overhead & profit, insurance, and supervision for this allowance shall be in addition to the allowance amount identified in Division 01 and is to be included in this Contractor's Base Bid. This allowance shall be specifically itemized on this Bid Category Contractors Schedule of Values.

PART 5 – EXCLUSIONS:
Not Applicable

PART 6 – BID ALTERNATES:
Not Applicable

S C O P E O F W O R K

CATEGORY 03: Low Voltage / Structured Cabling

PART 1 – GENERAL

1.01 Related Documents

Division 00 – General Conditions and Supplementary Conditions
Division 01 – General Requirements
Exhibit A – Baseline Schedule
Exhibit B – Logistics Plan
Exhibit C – Soils Report:

- Converse Consultants Geotechnical Investigation Report dated July 5, 2024

Exhibit D – Hazardous Report:

- N/A

Exhibit E – DSA 103
Exhibit F – Reference Plans:

- F.1 – Responsibility Matrix
- F.2 – Health Science Utility As-builts
- F.3 – Campus As-builts

1.02 Relevant Technical Specification Sections:

Division 27 – Communications
27 05 26 Grounding Bonding for Communications Systems - As it applies
27 05 29 Hangers and Supports for Communications Systems - As it applies
27 05 36 Cable Trays for Communications Systems - As it applies
27 05 53 Identification for Communications Systems
27 08 00 Commissioning for Communications Systems
27 11 16 Cabinets, Racks, Enclosures for Communications Systems
27 11 19 Termination Blocks and Patch Panels for Communications Systems
27 11 23 Communications Cable Management and Cable Runway
27 11 26 Power Distribution Unit (PDU) - As it applies
27 13 13 Communications Copper Backbone Cabling
27 13 23 Communications Optical Fiber Backbone Cabling
27 15 43 Communications Faceplates and Connectors - As it applies
27 16 19 Communication Patch Cords

Division 28 - Electronic Safety and Security
28 05 00 Common Work Results for Electronic Safety & Security - As it applies
28 13 00 Physical Access Control System - As it applies
28 23 00 Video Surveillance System – As it applies

PART 2 – GENERAL INCLUSIONS:

1. The work includes but is not necessarily limited to furnishing all: labor, materials and the installation of same, appliances, tools, equipment, facilities, transportation, receiving and unloading, hoisting, task lighting, applicable taxes and services necessary for, and incidental to, performing all operations in connection with this scope of work.

2. The breakdown of the scope of work by specifications is for organizational purposes only. The scope noted herein provides additional clarity only. It is not necessarily all inclusive. Where there is a reference to a detail, plan sheet or a note, this is to bring awareness only. Unless specifically “excluded”, this Contractor has the entire scope of work.

3. The scope noted herein; regardless, if duplicated in another's scope of work and other contract documents, shall be included in this Category Contractor's base bid. In the event a scope item is duplicated in another Contractor's scope of work and/or other contract documents, this does not relieve this Contractor from the responsibility of the scope. It shall be the Construction Manager's discretion as to which Contractor will perform the scope of work and who shall provide a credit for the value of the scope not provided.

4. Any reference in this scope to "Contractor", "Category Contractor", "Bid Category Contractor", "Bid Package", "Trade Contractor", "Contractor", "Subcontractor" or any version of these are all synonymous / one-in-the same.

5. Contractor shall provide at the job site a Superintendent fluent in written and spoken English at all times during the performance of this Contractor's scope of work. It is the Contractor's responsibility to supervise their on-site crews and subcontractors at all times work is being performed under Contractor's scope of work.

6. Contractor is responsible to know the latest SCAQMD requirements:
   A. Includes implementing those means necessary to ensure any and/or all related work materials, fluids, equipment, etc. are stored or covered in a manner acceptable to the requirements.
   B. Contractor shall provide and maintain adequate dust control throughout the duration of their operation, including, but not limited to: washing/sweeping of existing sidewalks, public streets and concrete and asphalt access roads on a daily basis. Mitigation of dust shall be to the satisfaction of the Owner, City/County, and/or SCAQMD.
   C. Any penalties the owner receives due to this Contractor's negligence will be forwarded to this Contractor for reimbursement.

7. Contractor shall comply with all CAL OSHA requirements.

8. Written survey requests are to be provided to Construction Manager's Superintendent a minimum of three (3) working days prior to the start of work requiring surveying and are to be submitted in a manner that does not require excessive surveyor move-ins.

9. Contractor shall properly install and maintain all barricades, traffic control, warning lights, flagmen, for deliveries, hauling and/or disposal, including permits & fees as required by local and/or governing Agencies / municipalities for Contractor's scope of work whether expressly mentioned or not.

10. Contractor is responsible to turn in Inspection Requests (IRs) and/or testing requests to Construction Manager's Superintendent no less than 48 hours prior to desired inspection and no less than 72 hours for testing laboratory inspection. Work must be complete and in compliance with the contract documents prior to inspection. Contractor shall provide the necessary resources to make up time and bear all related cost associated with any late inspection requests and/or rejected inspections.
    A. Contractor foreman shall walk with the inspector during all inspections for this subcontractor's scope of work.

11. Any F.O.B. material and/or coordination required for the installation by this Contractor and/or other Contractors, shall be forwarded by the supplying Contractor with a letter of transmittal and detailed shop drawings showing dimensions, locations, and individual piece count to the installing Contractor via Construction Manager. ALL F.O.B. deliveries shall be coordinated with Construction Manager and the receiving Contractor at least 48 hours in advance. The receiving Contractor shall unload, inventory, and inspect materials. All shortages and damaged material must be noted on said transmittal. Receiving Contractor shall sign and date transmittal. Once the transmittal has been signed, it shall be the receiving Contractor's responsibility to protect and secure the material. Supplying Contractor shall forward a copy of signed transmittal to the Construction Manager's site office for their review and records. Supplying Contractor shall forward all F.O.B. material within the time limits as noted in the construction schedule so as to not delay receiving Contractor's work. If work is delayed due to the untimely forwarding of required material and/or information, the applicable Contractor shall be responsible for any and all costs incurred due to delays and/or corrective work.

12. A representative from this Contractor is to be on site to receive all material deliveries, whether they are performing work on site at the time or not. Construction Manager will not receive or sign for any deliveries of this Contractor's material. Contractor is to provide traffic control, including but not limited to flagmen, signage, delineators, etc. for any delivery vehicles that are unable to be unloaded on the project site, in accordance with all local traffic laws.

13. Contractor shall protect all existing on and/or offsite conditions. Any damage sustained by the work of this Contractor, shall be repaired or replaced within 48 hours or as directed by Construction Manager or Owner at the expense of this Contractor.

14. Contractor has been allotted a number of days for construction activities that relates to this trade. Contractor must manage to complete all work in allotted time frame without excuse. Contractor agrees to assign the appropriate manpower to complete the activities. Therefore, all clarification and approvals must be obtained prior to start of work and in such time as to allow response, procurement, and preparation without compromising the schedule activity time and scheduled start date and finish date. Late coordination and RFI's requested during work progress will not be an excuse for delay.

15. Contractor shall provide their own storage and safety measures.

16. Mobilizations and move-ins as necessary to achieve the progression of the project schedule.

17. Contractor understands and is responsible for all layout for their respective work.

18. The beginning of installation means the Contractor accepts the condition of the existing substrate. If any repairs and/or replacement is required to the substrate, all costs associated with the removal and replacement of finished product shall be at the expense of this Contractor.

19. Within 10 days of Notice to Proceed, Contractor shall provide written documentation of lead times for all items. Upon submittal approval, Contractor shall provide written confirmation from each manufacturer and or fabricator of order placement, confirmed lead times and confirmed shipping dates of all items.

20. Within 14 days of Notice to Proceed, Contractor is to provide a monthly billing projection/forecast report through the duration of the project to Tilden-Coil for review and approval. This report is required prior to the first billing.

21. Contractor understands that submittals are to show the availability and coordination of the work in the specifications and contract documents. NO DEVIATION FROM CONTRACT DOCUMENTS IS ALLOWED IN THE SUBMITTAL. Any "approved" stamp on a submittal is only a cursory review from the design team with the assumption that all content within the submittal is per plans and specifications. Any deviation(s) from plans and specification contained in the "approved" submittal, DOES NOT constitute an approved deviation. Contractor hereby agrees that only specific change requests, within specific RFI's, approved by the design team and the Owner or specific written direction by the Architect will constitute an approved deviation from the contract documents.

22. Contractor is responsible to protect their work product and all existing surfaces interfacing with this scope. Contractor waives all financial costs associated with "unknown" trade damage unless such issue is vetted out at the time of the damage. Any trade damage is to be brought to the attention of the Construction Manager immediately at the time of the damage. Failure to notify Construction Manager of the undetermined trade damage at the time of the damage will prevent Construction Manager from identifying the offending trade and will prevent Construction Manager from resolving the cost on behalf of the damaged Contractor.

23. Any charge associated with damages or repairs caused by other trades shall be brought to the attention of the Construction Manager immediately at the time of the damage. Failure to notify Construction Manager of the issue with the trade(s) that caused the damage, forfeits their right to be reimbursed for any necessary repairs and or recourse.

24. Contractor shall take reasonable care to maintain Storm Water Pollution (SWPPP) related erosion control facilities and temporary storm water diversion means during all work.
    A. If inclement weather is foreseeable during operations of this trade, this Contractor shall use its best effort to leave the site in a condition that minimizes the effects of erosion caused by such weather.
    B. Contractor to protect all work from effects of inclement weather at its own cost. Protection of this Contractor's work area is the responsibility of same.
    C. Any corrections and or repairs required due to damage inflicted by the work of this Contractor shall be the responsibility of same.
    D. Any penalties the owner receives due to this Contractor's negligence will be forwarded to this Contractor for reimbursement.
    E. Contractors requiring wash out shall have their washout container(s) clearly marked. NO direct dumping onsite and/or into sewer and/or draining systems.

25. Contractor to protect open excavations or other hazards resulting from this Contractor's work. Contractor shall cover all open trenches with Cal OSHA compliant covering or soil each day. Temporary trench covering is to be installed in a manner so as to eliminate tripping hazard. It is the Contractor's responsibility to security material and equipment. Any theft of material/equipment is the Contractor's responsibility to replace.

26. Contractor understands that housekeeping is critical to both safety and efficiency. Therefore, daily cleanup is an obligation of the contract. Contractor is responsible to legally remove their debris offsite on a daily basis or as necessary as not to be an impact to safety and dependent trades / progress of the project schedule.
    Additionally, mandatory participation is required in a composite cleanup every Friday as noted below:
    A. Contractor's manpower contribution size is based on manpower size as follows:
        i. 1 to 5 workers = 1, 6 to 10 workers = 2, 11-15 workers = 3, 16 to 20 workers = 4, 20+ workers = 5.
    B. The cleanup crew is in addition to the current manpower.
    C. Cleanup is a full day and may include sweeping, scrapping material, and picking up unidentifiable material.
    D. Contractor is to report to the Construction Manager's trailer and sign-in prior to performing composite cleaning.
    E. The composite clean includes addressing materials on site that may not have been directly generated by the Contractor performing the composite clean.
    F. Each Contractor shall provide their own sweeping compound, brooms, shovels, dust pans, wheelbarrows, trash cans etc. and means of transporting debris from any location on the project site to a designated dumpster.

    If daily housekeeping falls below acceptable standards, Construction Manager will consider one of the three options to mitigate:
    A. Require a composite cleanup crew, as needed, until standard is restored. Contractor's manpower contribution size is based on manpower size as follows:
        i. 1 to 5 workers = 1, 6 to 10 workers = 2, 11-15 workers = 3, 16 to 20 workers = 4, 20+ workers = 5.
    B. Hire a separate cleanup crew as needed until standard is restored. Hired crew is funded via a deductive change order to the offending Contractor(s).
    C. Require an "all hands" cleanup session as needed until standard is restored.

27. The site laydown space is limited, and Contractor parking will not be permitted within the construction limits. Designated Contractor parking will be available at specific locations on campus at no cost. Parking in all other campus lots is paid parking, subject to availability, and provided on a first-come, first-served basis.

28. An OSHA compliant temporary exterior stair to the roof will be provided. Access shall be provided to all trades. Each trade shall sign waiver before access / use.

29. The Project is in a residential area. The City's noise ordinance/work hours will be enforced.

30. During performance of work the project site will be occupied by students and staff. Contractor shall not interact with students or staff.

31. Contractor shall verify location and elevation of existing utilities prior to commencement of work. Pothole and or use vacuum trucks as necessary during excavation operations. Potholing and locating of existing utilities are required and are the responsibility of each Contractor.

32. Any work required that may shutdown existing services to campus must be performed on off hours from Friday 10pm through Sunday 5pm at this Contractors expense. 14-day notice must be provided to Construction Manager in order to coordinate with facilities and to provide campus notification.

PART 3 –TRADE SPECIFIC INCLUSIONS:

1. Provide a complete site-installed low-voltage/structured-cabling systems, including all cable, patch panels, racks/cabinets and rack accessories where indicated, jacks, faceplates, connectors, patching components, equipment, devices, mounting accessories, supports independent of pathway systems, identification and incidental materials required for complete operational systems. All systems shall be labeled, tested, commissioned and certified to the satisfaction of the District, Construction Manager and Architect of Record.

2. Complete copper and fiber-optic backbone and horizontal structured cabling shown or required by the Contract Documents, including MDF/IDF interconnections, equipment-room terminations, telecommunications outlets, data outlets, patch panels, fiber enclosures, connectors, splices, patch cords where specified, labeling and testing/certification.

3. All low-voltage devices, equipment, cabling and terminations assigned to this Trade Package and indicated on the Technology sheets, device schedules, riser diagrams, details and specifications, whether or not each individual device is repeated in this Scope of Work.

4. Provide complete buildout of low-voltage equipment within MDF/IDF rooms as assigned by Division 27, including racks/cabinets, patch panels, fiber termination hardware, cable management, grounding/bonding components assigned to communications, labeling and all required interconnections. Coordinate dedicated power, HVAC and pathways with others.

5. Wireless Access Points (WAP) where assigned by the Contract Documents and provide complete structured cabling, termination, labeling, testing and final connection for all WAP locations. Include installation and cabling of WAPs located within individual apartment units in Buildings B, D and E.

6. Coordinate exact WAP model, Owner-furnished versus Contractor-furnished status, mounting requirements and final locations with the Technology documents and Owner standards before procurement.

7. Low-voltage pathways within the factory-built apartment modules are by the Modular Fabricator and consist of coordinated raceways/pathways, boxes, sleeves and pull strings to accessible corridor/MEP interface points.

8. All site-installed low-voltage cabling, devices and terminations assigned to this package, including in-unit WAP cabling/devices and other technology outlets/devices shown by the Contract Documents.

9. From each designated modular low-voltage interface point, provide all cable, pulling, splicing/termination, labeling, testing and final connection necessary to integrate Buildings B, D and E with the permanent building/site low-voltage systems.

10. Provide module-to-corridor, module-to-IDF/MDF and module-to-site-built interconnections. There shall be no gap in cabling scope at modular mate lines or interface points.

11. All low-voltage cabling, devices, equipment and final terminations in modular corridors, stairs, common areas, IDF/electrical/MEP rooms and other field-completed portions of Buildings B, D and E where indicated. Pathways are by others.

12. All low-voltage/structured-cabling systems for all site-built portions of Buildings A and C in accordance with the Contract Documents, including all cabling, devices, equipment, terminations, labeling, testing and commissioning assigned to this Bid Package.

13. All low-voltage cabling, conductors and terminations required for the project security and access-control systems assigned to this package, including card-reader/data/control cabling, door-position/contact cabling, request-to-exit and related low-voltage security connections where shown. Coordinate electrified door hardware, power supplies and line-voltage power with Doors/Hardware and Electrical. Pathways and back boxes are by others.

14. Camera-system cabling and all cameras/devices/equipment assigned to this package by the Technology/Security documents, including terminations, mounting accessories, aiming, focusing, labeling, programming/configuration where specified, testing and system turnover. Coordinate power requirements with Electrical.

15. Low-voltage cabling and emergency-phone devices/equipment indicated by the Contract Documents, including the site Code Blue emergency phone(s), communication/data cabling, terminations, programming/configuration where required, labeling, testing and final operational verification. Line-voltage power, conduit/pathways, foundations and other power infrastructure are by others unless specifically assigned otherwise.

16. Data/communications cabling, outlets, connectors, terminations and final low-voltage network connections for all Plumbing, Mechanical, Electrical, elevator and miscellaneous building equipment indicated or specified to require a network/data connection.

17. Coordinate exact port quantities, connector types, cable categories, locations and equipment interface requirements with approved equipment submittals before cable installation.

18. Structured-network cabling and data drops required to connect mechanical/BAS equipment to the project network where indicated. HVAC control wiring, sensors, actuators, DDC field bus and control-system programming remain by the Mechanical Controls Contractor unless specifically identified as Division 27 work.

19. Network/data cabling and outlets required for plumbing equipment with communications connectivity, including monitored controllers, pumps, water-heating equipment, metering or other equipment where indicated. Equipment control wiring and line-voltage power are by the respective Plumbing/Controls/Electrical trades.

20. Network/data cabling and outlets required for electrical equipment identified for communications connectivity, monitoring or network interface. Line-voltage wiring, equipment control conductors internal to electrical systems and power are by Electrical.

21. Communications/data cabling and low-voltage terminations for elevator telephone/emergency communications and network-connected elevator equipment where indicated. Coordinate traveling-cable/interface requirements and division of responsibility with the Elevator Contractor. Pathways and line-voltage power are by others.

22. Where cabling is permitted outside raceway/cable tray, provide independent listed cable supports/J-hooks and support systems required by code and the specifications. Do not support low-voltage cabling from ceiling grid, sprinkler piping, ductwork, plumbing piping or other trades' systems.

23. Coordinate use of pathways and sleeves provided by others. Provide firestopping of penetrations created directly by this Contractor where permitted, or coordinate with the designated firestopping trade where firestopping is assigned elsewhere. Maintain ratings of all penetrated assemblies.

24. Label cables, outlets, patch panels, racks, fiber strands and equipment in accordance with the Technology documents and Owner/District standards. Provide typed schedules, port assignments and record documentation coordinated with final room/device nomenclature.

25. Test and certify 100 percent of installed copper and fiber cabling using manufacturer-appropriate calibrated test equipment. Correct failed links and retest at no additional cost. Submit electronic and hard-copy test reports organized by building, IDF/MDF, cable identifier and outlet/device.

26. Startup, configuration, programming and functional testing for low-voltage devices/equipment furnished under this Bid Category where required by the specifications. Coordinate Owner/District IT involvement, credentials, network addressing and final acceptance procedures.

27. Provide as-built drawings, cable schedules, test reports, warranties, O&M data, software/configuration backups where applicable, training and all other Division 27/28 closeout documentation assigned to this Bid Category.

28. The intent is for Bid Category 03 to own all site-installed low-voltage cabling and the low-voltage devices/equipment assigned by the Technology/Security Contract Documents, while pathways and line-voltage power are by others. Include all incidental low-voltage work necessary to deliver complete operational systems without gaps between site-built and modular construction.

29. Pathway deficiencies discovered before cable installation shall be promptly reported for correction by the responsible pathway trade; this Contractor shall not conceal or proceed through known noncompliant/inadequate pathways without written direction.

30. Security/access-control/video-surveillance scope is included only to the extent assigned to Bid Category 03 by the Technology/Security Contract Documents;

PART 4 – ALLOWANCES:

Contractor shall include in the base bid an allowance of $200,000.00. The allowance shall be used at the discretion of the Construction Manager and/or Owner. The allowance shall not be used for this Bid Category's poor workmanship, missing scope, or delays imposed due to this Bid Category. All labor rates and material cost shall be determined in accordance with the General Conditions. All mark-up, general conditions, bonds, fee, overhead & profit, insurance, and supervision for this allowance shall be in addition to the allowance amount identified in Division 01 and is to be included in this Contractor's Base Bid. This allowance shall be specifically itemized on this Bid Category Contractors Schedule of Values.

PART 5 – EXCLUSIONS:

1. Conduit/raceway pathways, sleeves, back boxes, pull boxes/handholes, cable tray and pull strings

2. Line-voltage power, branch circuits, disconnects and receptacles serving low-voltage equipment.

3. Fire alarm cabling, devices, equipment, programming, testing and commissioning.

4. Equipment internal control wiring furnished as an integral part of Plumbing, Mechanical, Electrical, Elevator or other equipment is by the respective equipment trade.

5. Line-voltage door power and electrified hardware

PART 6 – BID ALTERNATES:

Not Applicable

S C O P E O F W O R K

CATEGORY 04: General Package

PART 1 – GENERAL

1.01 Related Documents

Division 00 – General Conditions and Supplementary Conditions
Division 01 – General Requirements
Exhibit A – Baseline Schedule
Exhibit B – Logistics Plan
Exhibit C – Soils Report:

- Converse Consultants Geotechnical Investigation Report dated July 5, 2024

Exhibit D – Hazardous Report:

- N/A

Exhibit E – DSA 103
Exhibit F – Reference Plans:

- F.1 – Responsibility Matrix
- F.2 – Health Science Utility As-builts
- F.3 – Campus As-builts

1.02 Relevant Technical Specification Sections:

- Division 3 through Division 27
- 31 23 23 Excavation Fill Utilities (As it Applies)
- 32 33 13 Site Bicycle Racks
- 32 33 14 Site Bicycle Storage
- 32 13 13 Concrete Paving
- 32 13 73 Joint Sealant
- 32 17 26 Tactile Warning Surfacing

PART 2 – GENERAL INCLUSIONS:

1. The work includes but is not necessarily limited to furnishing all: labor, materials and the installation of same, appliances, tools, equipment, facilities, transportation, receiving and unloading, hoisting, task lighting, applicable taxes and services necessary for, and incidental to, performing all operations in connection with this scope of work associated with section "1.02-Relevant Technical Specification Sections".

2. The breakdown of the scope of work by specifications is for organizational purposes only. The scope noted herein provides additional clarity only. It is not necessarily all inclusive. Where there is a reference to a detail, plan sheet or a note, this is to bring awareness only. Unless specifically "excluded", this Contractor has the entire scope of work.

3. The scope noted herein; regardless, if duplicated in another's scope of work and other contract documents, shall be included in this Category Contractor's base bid. In the event a scope item is duplicated in another Contractor's scope of work and/or other contract documents, this does not relieve this Contractor from the responsibility of the scope. It shall be the Construction Manager's discretion as to which Contractor will perform the scope of work and who shall provide a credit for the value of the scope not provided.

4. Any reference in this scope to "Contractor", "Category Contractor", "Bid Category Contractor", "Bid Package", "Trade Contractor", "Contractor", "Subcontractor" or any version of these are all synonymous / one-in-the same.

5. Contractor shall provide at the job site a Superintendent fluent in written and spoken English at all times during the performance of this Contractor's scope of work. It is the Contractor's responsibility to supervise their on-site crews and subcontractors at all times work is being performed under Contractor's scope of work.

6. Contractor is responsible to know the latest SCAQMD requirements:
   A. Includes implementing those means necessary to ensure any and/or all related work materials, fluids, equipment, etc. are stored or covered in a manner acceptable to the requirements.
   B. Contractor shall provide and maintain adequate dust control throughout the duration of their operation, including, but not limited to: washing/sweeping of existing sidewalks, public streets and concrete and asphalt access roads on a daily basis. Mitigation of dust shall be to the satisfaction of the Owner, City/County, and/or SCAQMD.
   C. Any penalties the owner receives due to this Contractor's negligence will be forwarded to this Contractor for reimbursement.

7. Contractor shall comply with all CAL OSHA requirements.

8. Written survey requests are to be provided to Construction Manager's Superintendent a minimum of three (3) working days prior to the start of work requiring surveying and are to be submitted in a manner that does not require excessive surveyor move-ins.

9. Contractor shall properly install and maintain all barricades, traffic control, warning lights, flagmen, for deliveries, hauling and/or disposal, including permits & fees as required by local and/or governing Agencies / municipalities for Contractor's scope of work whether expressly mentioned or not.

10. Contractor is responsible to turn in Inspection Requests (IRs) and/or testing requests to Construction Manager's Superintendent no less than 48 hours prior to desired inspection and no less than 72 hours for testing laboratory inspection. Work must be complete and in compliance with the contract documents prior to inspection. Contractor shall provide the necessary resources to make up time and bear all related cost associated with any late inspection requests and/or rejected inspections.
    A. Contractor foreman shall walk with the inspector during all inspections for this subcontractor's scope of work.

11. Any F.O.B. material and/or coordination required for the installation by this Contractor and/or other Contractors, shall be forwarded by the supplying Contractor with a letter of transmittal and detailed shop drawings showing dimensions, locations, and individual piece count to the installing Contractor via Construction Manager. ALL F.O.B. deliveries shall be coordinated with Construction Manager and the receiving Contractor at least 48 hours in advance. The receiving Contractor shall unload, inventory, and inspect materials. All shortages and damaged material must be noted on said transmittal. Receiving Contractor shall sign and date transmittal. Once the transmittal has been signed, it shall be the receiving Contractor's responsibility to protect and secure the material. Supplying Contractor shall forward a copy of signed transmittal to the Construction Manager's site office for their review and records. Supplying Contractor shall forward all F.O.B. material within the time limits as noted in the construction schedule so as to not delay receiving Contractor's work. If work is delayed due to the untimely forwarding of required material and/or information, the applicable Contractor shall be responsible for any and all costs incurred due to delays and/or corrective work.

12. A representative from this Contractor is to be on site to receive all material deliveries, whether they are performing work on site at the time or not. Construction Manager will not receive or sign for any deliveries of this Contractor's material. Contractor is to provide traffic control, including but not limited to flagmen, signage, delineators, etc. for any delivery vehicles that are unable to be unloaded on the project site, in accordance with all local traffic laws.

13. Contractor shall protect all existing on and/or offsite conditions. Any damage sustained by the work of this Contractor, shall be repaired or replaced within 48 hours or as directed by Construction Manager or Owner at the expense of this Contractor.

14. Contractor has been allotted a number of days for construction activities that relates to this trade. Contractor must manage to complete all work in allotted time frame without excuse. Contractor agrees to assign the appropriate manpower to complete the activities. Therefore, all clarification and approvals must be obtained prior to start of

work and in such time as to allow response, procurement, and preparation without compromising the schedule activity time and scheduled start date and finish date. Late coordination and RFI's requested during work progress will not be an excuse for delay.

15. Contractor shall provide their own storage and safety measures.

16. Mobilizations and move-ins as necessary to achieve the progression of the project schedule.

17. Contractor understands and is responsible for all layout for their respective work.

18. The beginning of installation means the Contractor accepts the condition of the existing substrate. If any repairs and/or replacement is required to the substrate, all costs associated with the removal and replacement of finished product shall be at the expense of this Contractor.

19. Within 10 days of Notice to Proceed Contractor shall provide written documentation of lead times for all items. Upon submittal approval, Contractor shall provide written confirmation from each manufacturer and or fabricator of order placement, confirmed lead times and confirmed shipping dates of all items.

20. Within 14 days of Notice to Proceed, Contractor is to provide a monthly billing projection/forecast report through the duration of the project to Tilden-Coil for review and approval. This report is required prior to the first billing.

21. Contractor understands that submittals are to show the availability and coordination of the work in the specifications and contract documents. NO DEVIATION FROM CONTRACT DOCUMENTS IS ALLOWED IN THE SUBMITTAL. Any "approved" stamp on a submittal is only a cursory review from the design team with the assumption that all content within the submittal is per plans and specifications. Any deviation(s) from plans and specification contained in the "approved" submittal, DOES NOT constitute an approved deviation. Contractor hereby agrees that only specific change requests, within specific RFI's, approved by the design team and the Owner or specific written direction by the Architect will constitute an approved deviation from the contract documents.

22. Contractor is responsible to protect their work product and all existing surfaces interfacing with this scope. Contractor waives all financial costs associated with "unknown" trade damage unless such issue is vetted out at the time of the damage. Any trade damage is to be brought to the attention of the Construction Manager immediately at the time of the damage. Failure to notify Construction Manager of the undetermined trade damage at the time of the damage will prevent Construction Manager from identifying the offending trade and will prevent Construction Manager from resolving the cost on behalf of the damaged Contractor.

23. Any charge associated with damages or repairs caused by other trades shall be brought to the attention of the Construction Manager immediately at the time of the damage. Failure to notify Construction Manager of the issue with the trade(s) that caused the damage, forfeits their right to be reimbursed for any necessary repairs and or recourse.

24. Contractor shall take reasonable care to maintain Storm Water Pollution (SWPPP) related erosion control facilities and temporary storm water diversion means during all work.
    A. If inclement weather is foreseeable during operations of this trade, this Contractor shall use its best effort to leave the site in a condition that minimizes the effects of erosion caused by such weather.
    B. Contractor to protect all work from effects of inclement weather at its own cost. Protection of this Contractor's work area is the responsibility of same.
    C. Any corrections and or repairs required due to damage inflicted by the work of this Contractor shall be the responsibility of same.
    D. Any penalties the owner receives due to this Contractor's negligence will be forwarded to this Contractor for reimbursement.
    E. Contractors requiring wash out shall have their washout container(s) clearly marked. NO direct dumping onsite and/or into sewer and/or draining systems.

F. Contractor to review 01 64 00 for additional relevant information.

25. Contractor to protect open excavations or other hazards resulting from this Contractor's work. Contractor shall cover all open trenches with Cal OSHA compliant covering or soil each day. Temporary trench covering is to be installed in a manner so as to eliminate tripping hazard. It is the Contractor's responsibility to security material and equipment. Any theft of material/equipment is the Contractor's responsibility to replace.

26. Contractor understands that housekeeping is critical to both safety and efficiency. Therefore, daily cleanup is an obligation of the contract. Contractor is responsible to legally remove their debris offsite on a daily basis or as necessary as not to be an impact to safety and dependent trades / progress of the project schedule. Additionally, mandatory participation is required in a composite cleanup every Friday as noted below:
    A. Contractor's manpower contribution size is based on manpower size as follows:
       i. 1 to 5 workers = 1, 6 to 10 workers = 2, 11-15 workers = 3, 16 to 20 workers = 4, 20+ workers = 5.
    B. The cleanup crew is in addition to the current manpower.
    C. Cleanup is a full day and may include sweeping, scrapping material, and picking up unidentifiable material.
    D. Contractor is to report to the Construction Manager's trailer and sign-in prior to performing composite cleaning.
    E. The composite clean includes addressing materials on site that may not have been directly generated by the Contractor performing the composite clean.
    F. Each Contractor shall provide their own sweeping compound, brooms, shovels, dust pans, wheelbarrows, trash cans etc. and means of transporting debris from any location on the project site to a designated dumpster.

    If daily housekeeping falls below acceptable standards, Construction Manager will consider one of the three options to mitigate:
    A. Require a composite cleanup crew, as needed, until standard is restored. Contractor's manpower contribution size is based on manpower size as follows:
       i. 1 to 5 workers = 1, 6 to 10 workers = 2, 11-15 workers = 3, 16 to 20 workers = 4, 20+ workers = 5.
    B. Hire a separate cleanup crew as needed until standard is restored. Hired crew is funded via a deductive change order to the offending Contractor(s).
    C. Require an "all hands" cleanup session as needed until standard is restored.

27. The site laydown space is limited, and Contractor parking will not be permitted within the construction limits. Designated Contractor parking will be available at specific locations on campus at no cost. Parking in all other campus lots is paid parking, subject to availability, and provided on a first-come, first-served basis.

28. An OSHA compliant temporary exterior stair to the roof will be provided. Access shall be provided to all trades. Each trade shall sign waiver before access / use.

29. The Project is in a residential area. The City's noise ordinance/work hours will be enforced.

30. During performance of work the project site will be occupied by students and staff. Contractor shall not interact with students or staff.

31. Contractor shall verify location and elevation of existing utilities prior to commencement of work. Pothole and or use vacuum trucks as necessary during excavation operations. Potholing and locating of existing utilities are required and are the responsibility of each Contractor.

32. Any work required that may shutdown existing services to campus must be performed on off hours from Friday 10pm through Sunday 5pm at this Contractors expense. 14-day notice must be provided to Construction Manager in order to coordinate with facilities and to provide campus notification.

PART 3 –TRADE INCLUSIONS:

1. All work associated with buildings A and C. Reference Exhibit F.1

2. All work associated with buildings B, D, and E, unless noted otherwise.
   A. Factory-built modular units that will be fabricated and delivered to the Project by a separate Modular Fabricator under contract with the Owner.
   B. Contractor's responsibility begins with the modular erection, installation, and complete connections for a fully operation unit, as further described herein and indicated by the Contract Documents and Exhibit F.1

3. All site utilities and site improvements unless specifically excluded.

Modular Unit Receiving, Staging, Handling, Setting, and Assembly

4. Establish a documented condition record at the time each module is received so that damage occurring during transportation, onsite handling, staging, rigging, hoisting or setting can be reasonably identified and assigned to the responsible operation. Contractor shall maintain these records through completion of module setting.

5. Contractor to receive, inspect, unload where applicable, stage, protect, handle, transport onsite, rig, hoist, set, align and secure the modular units in their final locations in accordance with the Contract Documents and approved modular shop/setting drawings.

6. Prior to commencement of module deliveries, develop and coordinate a comprehensive Modular Receiving, Staging and Setting Plan with the Construction Manager, Modular Fabricator, transportation provider, crane/rigging contractor and affected trades.

7. The plan will address delivery sequencing, truck routing, site access, delivery windows, unloading/staging areas, temporary storage, crane locations, crane reach and capacities, rigging procedures, module weights and centers of gravity, lifting points, temporary bracing, weather limitations, roadway/ground-bearing requirements, traffic control, emergency procedures and sequencing of module erection.

8. Coordinate the sequence and timing of all module deliveries with the approved erection sequence. Maintain communication with the Modular Fabricator and transportation provider regarding module identification, anticipated arrival times and delivery sequence.

9. Immediately upon arrival of each modular unit at the Project Site or designated receiving/staging location, Contractor to perform a documented receiving inspection prior to acceptance and subsequent handling with the Construction Manager.

10. Inspect the module for visible transportation damage, water intrusion, deformation, racking, damaged framing or sheathing, damaged exterior weather protection, broken finishes, damaged windows or doors, damaged MEP components, exposed or damaged piping/conduit, damaged connection points, lifting-point damage and other readily observable deficiencies.
    C. Photograph and document the condition of each module upon receipt, including all exterior elevations, roof/top conditions where safely accessible, underside conditions where observable, corners, openings, mating surfaces, lifting points and any visible damage or irregularities. Maintain a module-specific receiving log identifying module number, delivery date/time, carrier, observed condition and noted deficiencies.
    D. Clearly identify and photograph any damage or deficiency discovered during receiving inspection before the module is unloaded, moved or otherwise handled whenever practicable. Immediately notify the Construction Manager of observed transportation damage.
    E. Receive and stage modules only in approved locations and in the required erection sequence. Provide temporary cribbing, dunnage, blocking, leveling, stabilization and protection necessary to support modules without overstressing or damaging the structure, finishes or factory-installed systems.

11. Maintain factory-installed temporary weather protection and provide supplemental temporary protection as required while modules are under this Contractor's control. Protect open mating surfaces, roof openings, corridor

interfaces, MEP penetrations, shafts and other vulnerable conditions against rain, standing water, dirt and physical damage.

12. Prior to lifting each module, perform a second visual inspection and document any change in condition occurring between receipt and erection. Verify module identification, orientation, lifting points, rigging configuration, temporary bracing and readiness for installation. Confirm that loose materials are secured and that the module is safe to lift.

13. Provide complete module rigging and hoisting operations, including qualified personnel, cranes, spreader beams, lifting frames, slings, shackles, tag lines, temporary lifting devices and other equipment required by the approved erection plan. All lifting shall utilize approved lifting points and procedures established by the Modular Fabricator and/or Engineer of Record.

14. Following setting of each module, perform and document a post-setting condition inspection. Compare the module against the receiving and pre-lift documentation and identify damage or displacement resulting from onsite handling, rigging, hoisting or setting.

15. Verify and document final module elevation, alignment, plumbness and position after setting and prior to closure of mating conditions. Immediately identify out-of-tolerance conditions and coordinate corrective action before subsequent modules or finishes make correction impractical.

16. After setting, coordinate inspection of factory-installed MEP, fire sprinkler, fire alarm and low-voltage pathway termination points at module mating lines, corridors and designated shafts. Identify visible damage, displacement or inaccessible connections resulting from transportation or erection prior to commencement of field connections by the respective trades.

17. Repair or arrange for repair of damage caused by this Contractor's receiving, staging, handling, rigging, hoisting or setting operations. Repairs affecting modular structural components, rated assemblies, waterproofing or factory-installed systems shall be performed only in accordance with approved repair procedures from the Modular Fabricator and/or Design Team.

18. All damage or deficiencies shall be identified at the stage first observed and immediately reported to the Construction Manager and Modular Fabricator. Failure to document the module condition prior to subsequent handling may result in responsibility for otherwise unallocated damage being assigned to the Contractor having custody of the module during that operation.

19. Prior to field framing, mating and closure work, review and coordinate the approved modular shop drawings with the Structural and Architectural Contract Documents. Coordinate module setting sequence, access, temporary openings, mating connections, shear and diaphragm continuity, hold-down/load-path connections, stair and elevator-shaft interfaces, corridor closure conditions, MEP openings and all required field-installed framing. Commencement of field mating or closure work constitutes confirmation that this Contractor has reviewed the applicable modular interface requirements and field conditions.

20. This Contractor shall string-line and verify all field-completed and mated wall assemblies, including corridor walls, elevator shaft walls, and other continuous wall conditions, to ensure walls are straight, true, plumb, and properly aligned prior to installation of drywall or other finishes. Plane, fur, shim, sister, adjust, and otherwise correct framing as necessary to provide continuous, uniform wall planes suitable for drywall installation. Correct offsets, irregularities, or variations occurring at module-to-module mating locations and interfaces between modular and site-built framing as part of this scope. Framing shall meet the tolerances required by the Contract Documents and shall not rely upon the drywall or finish trades to correct framing alignment deficiencies.

21. The exterior wall at the designated end of each modular building will remain temporarily open to facilitate material loading and staging at each floor. After major loading operations are complete and when directed by the Construction Manager, return and complete all gypsum sheathing/board, insulation, WRB interface, interior

drywall, taping, finishing, fire/smoke/acoustical sealing and related closure work assigned to this Bid Category at these openings.

22. Provide all patching, infill and finish work required at field mating connections, penetrations, access openings and site-completed modular interfaces so finished surfaces are straight, uniform and ready to receive scheduled finishes.

23. Student Housing medium-voltage service/distribution from the existing campus system, including the 5-inch medium-voltage raceway and 5-inch spare raceway, specified medium-voltage conductors and grounding, 600A T-body connection, terminations and accessories.

24. New transformer XFMR-2TMSB, 1500 kVA, 4160-208/120V, 3-phase, 4-wire, including primary and secondary connections, grounding, anchorage, pad/housekeeping-pad coordination, protection, labeling, testing and startup.

25. Low-voltage/security work under this package is limited to conduit/pathway infrastructure, back boxes, sleeves, pull boxes/handholes, cable tray where indicated, pull strings and supports; low-voltage/security cabling, devices, equipment, terminations, programming and system testing are by others.

26. Design and build fully code compliant ERRCS and Cellular DAS systems.

Miscellaneous Scope of Work and Coordination:

27. This Contractor shall be responsible for the handling, staging, protection, removal, hauling, and legal disposal of all excess soils and spoils generated by work performed under this Contractor's scope. Temporary staging of spoils onsite may be permitted at locations approved by the Construction Manager; staging shall not relieve this Contractor of responsibility for final removal and disposal.

28. While staged onsite, this Contractor shall maintain and protect all spoils in accordance with SWPPP requirements and all applicable regulations. All costs associated with loading, hauling, disposal, fees, and related requirements shall be included in this Contractor's scope.

29. Temporary Power:
    A. Provide and terminate 100-amp temporary service to the IOR's site office trailer. Coordinate final trailer location and point of connection with the Construction Manager prior to installation.
    B. Provide a minimum of three (3) 100-amp temporary construction power services, strategically distributed throughout the project site to provide reasonable access to temporary power for all trades. Coordinate locations with the Construction Manager and project logistics plan.
    C. Provide temporary power distribution equipment, including spider boxes, bull cords, distribution panels, extension cords, and associated equipment, in quantities and locations necessary to adequately support construction activities throughout the project site.
    D. Provide one (1) 200-amp temporary service with pigtail. Coordinate location and intended use with the Construction Manager prior to installation.
    E. Connect temporary construction power to the designated power source. Provide all necessary breakers, panels, transformers, conductors, disconnects, supports, accessories, appurtenances, and other equipment necessary for complete, weather-tight, code-compliant temporary power installations.
    F. Contractor shall be responsible for determining the means and methods of temporary power distribution throughout the project site. Temporary power distribution shall be coordinated with the Construction Manager, project logistics, modular building delivery and setting operations, crane operations, construction traffic, and the work of other trades.
    G. Temporary power installations shall be relocated, extended, modified, and maintained as necessary to accommodate the progression and sequencing of construction. Temporary power shall remain operational until permanent building power is available and authorized for construction use.
    H. Provide all required protection, signage, barricades, supports, and other safety measures associated with temporary electrical installations in accordance with applicable codes and regulations.

I. Remove temporary power systems and associated equipment when no longer required and restore affected areas to their original condition.

30. Temporary Lighting:
    A. Provide and maintain temporary general construction lighting throughout the project, including building interiors, corridors, stairs, and access/egress paths.
    B. Provide temporary lighting within each building as required following building erection or modular placement and maintain until permanent lighting is operational.
    C. Maintain illumination levels in accordance with OSHA requirements.
    D. Provide, relocate, adjust, repair, and replace temporary lighting as required to accommodate the progression of construction.
    E. Coordinate temporary lighting locations and distribution with the Construction Manager and other trades.
    F. Supplemental and task-specific lighting required by individual trades shall be by others.

31. Stair Tower:
    A. Provide and maintain engineered, OSHA-compliant temporary stair tower(s) as required to provide safe vertical access throughout construction. Contractor shall determine required locations and coordinate with the Construction Manager and project logistics.
    B. Stair shall extend from finish surface to the roof.
    C. Maintain stair tower(s) for the duration required to support construction activities. Provide and maintain gates, locks, barricades, or other measures necessary to prevent unauthorized access. Contractor to provide a "green" inspection tag.
    D. Contractor's Competent Person shall inspect daily prior to use. Contractor to correct an hazardous immediately, advise the Construction Manager and prevent stair tower usage until hazard is corrected and signed off by the Contractor's Competent Person.

PART 4 – ALLOWANCES:

Contractor shall include in the base bid an allowance of $1,100,000.00. The allowance shall be used at the discretion of the Construction Manager and/or Owner. The allowance shall not be used for this Bid Category's poor workmanship, missing scope, or delays imposed due to this Bid Category. All labor rates and material cost shall be determined in accordance with the General Conditions. All mark-up, general conditions, bonds, fee, overhead & profit, insurance, and supervision for this allowance shall be in addition to the allowance amount identified in Division 01 and is to be included in this Contractor's Base Bid. This allowance shall be specifically itemized on this Bid Category Contractors Schedule of Values.

PART 5 – EXCLUSIONS:

1. Modular fabrication and delivery.
2. Sitework clearing / demolition.
3. Earthwork and grading.
4. Soils Improvement.
5. Landscaping.
6. Asphalt paving.
7. Parking lot striping and related signage.
8. Division 28 – Communications.
9. Ceramic/porcelain tiles in modular units.