DSA 140

APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

This application is for submittal of documents, after the initial approval of the project (post-approval documents), that require Division of the State Architect (DSA) review and approval.This form shall be completed by the Design Professional in General Responsible Charge of the project, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-317, 4-323 and 4-338 and in compliance with DSA IR A-6: Construction Change Document Submittal and Approval Process.

DSA documents referenced within this form are available on the DSA Forms or DSA Publications webpages.

1. SUBMITTAL TYPE: (Is this a resubmittal? Yes ☐ No ☐)

Deferred Submittal ☐	Addendum Number: 1	Revision Number:	CCD Number: Category A ☐ or B ☐

2. PROJECT INFORMATION:

School District/Owner: Yuba Community College District	DSA File Number: 58 C1
Project Name/School: Woodlland Community College	DSA Application Number 02 118286

3. APPLICANT INFORMATION:

Date Submitted: 11/29/21	Attached Pages? No ☐ Yes ☑ Number of pages? 546		
Firm Name: tBP/ Architecture	Contact Name: Daniel Manguy		
Work Email: dmanguy@tbparchitecture.com	Work Phone: (925) 246-6419		
Firm Address: 1777 Oakland Blvd, Ste 320	City: Walnut Creek	State: CA	Zip Code: 94596

4. REASON FOR SUBMITTAL: (Check applicable boxes)

☑ For revision or addendum prior to construction. ☐ For a project currently under construction.

☐ For a project that has a form *DSA 301-N: Notification of Requirement for Certification*, *DSA 301-P: Posted Notification of Requirement for Certification* or a 90-Day Letter issued.

☐ To obtain DSA approval of an existing uncertified building or buildings.

☐ For Category B CCD this is: ☐ a voluntary submittal, ☐ a DSA required submittal (attach DSA notice requiring submission).

5. DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE:

Name of the Design Professional In General Responsible Charge: Phil Newsom

Professional License Number: C23270	Discipline: Architecture

Design Professional in General Responsible Charge Statement: The attached post-approval documents have been examined by me for design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications. They are acceptable for incorporation into the construction of the project.

Signature:_____

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE

6. CONFIRMATION, DESCRIPTION AND LISTING OF DOCUMENTS:

For addenda, revisions, or CCDs: CHECK THIS BOX ☑ to confirm that *all* post-approval documents have been stamped and signed by the Responsible Design Professional listed on form *DSA 1: Application for Approval of Plans and Specifications* for this project. (For *Deferred Submittals*, refer to *IR A-18: Use of Construction Documents Prepared by Other Professionals,* and *IR A-19: Design Professional's Signature and Seal (Stamp) on Construction Documents*, when applicable, for signature and seal requirements.)

Provide a brief description of construction scope for this post-approval document (attach additional sheets if needed):

List of DSA-approved drawings affected by this post-approval document:

see attached Addendum 1 for specification changes

DSA USE ONLY

SSS_____Date_____ ☐Approved ☐Disapproved ☐Not Required

Comments:_____

FLS_____Date_____ ☐Approved ☐Disapproved ☐Not Required

Comments:_____

ACS_____Date_____ ☐Approved ☐Disapproved ☐Not Required

Comments:_____

Returned	DSA STAMP
Date:	
By:	

INSTRUCTIONS: FORM DSA 140
APPLICATION FOR SUBMITTAL OF POST-APPROVAL DOCUMENT

PURPOSE: Form *DSA 140: Application for Submittal of Post-Approval Document* is an application for submittal of the following post-approval documents to DSA for review and approval:

A. Deferred Submittals
B. Addenda
C. Revisions (*NOTE:* Revisions are significant changes to the DSA-approved construction documents or redesign of previously approved items.)
D. Construction Change Documents (CCDs)

INSTRUCTIONS FOR EACH SECTION:

1. Identify the type of submitted document (including whether it is a resubmittal or not) and, when applicable, the number and category (e.g., for CCDs, reference *IR A-6: Construction Change Document Submittal and Approval Process*).
2. School District/Owner is the same as line two on form *DSA 1: Application For Approval of Plans and Specifications*. Project Name/School is the same as line one on form DSA 1. DSA file and application numbers are the same as indicated on the DSA identification stamp on the plans and the signature sheet of the specifications.
3. Enter the submittal date, whether additional pages are attached, and how many. Enter the "applicant" (the architect or engineer in general responsible charge identified on line 21 of form DSA 1) contact information including the name and address of the firm where they are employed.
4. Check the applicable boxes based on the nature of the post-approval submittal document and related project information. For projects with a *form DSA 301-N: Notification of Requirement for Certification*, *DSA 301-P: Posted Notification of Requirement for Certification*, or 90-day Letter, refer to *PR 13-02: Project Certification Process* for further information and requirements.
5. Enter the following information for the individual identified on line 21 of form DSA 1: name, California professional license number, discipline and signature.
6. For addenda, revisions, or CCDs, check the box to indicate compliance with the statement. Provide a brief description of construction scope for the post-approval document and listing of approved drawings affected by the submitted post-approval documents.

   NOTE: For addenda and revisions, a summary letter of all changes and affected DSA-approved construction documents shall be provided in addition to the brief descriptions provided in this section.

WOODLAND COMMUNITY COLLEGE
Woodland, California

ADDENDUM # 1 **Date: November 19, 2021**

NOTICE TO ALL PRE-QUALIFIED CONTRACTORS ONLY:

You are hereby notified of the following changes, clarifications and/or modifications to the original Contract Documents, Project Manual, Drawings, Specifications and/or previous Addenda. This Addendum shall supersede the original Contract Documents and previous Addenda wherein it contradicts the same and shall take precedence over anything to the contrary therein. All other conditions remain unchanged.

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents dated ***June 23 2021***. Acknowledge receipt of this Addendum in space provided on the Bid Proposal Form. Failure to acknowledge may subject Bidder to disqualification.

A. <u>SPECIFICATIONS:</u>

1. Delete Specification Sections
   a. Division 0
      i. 00 26 00 – Procurement Substitution Procedures
      ii. 00 72 00 – General Conditions
   b. Division 1 -entirety
2. New Specification Sections
   a. Division 0
   b. Division 1
   c. Exhibit A – Owner Controlled Insurance Program (OCIP)
   d. Exhibit B – Project Insurance Manual

If you have any questions regarding this Addendum No. 1, please notify **Phil Newsom** of **tBP/ Architecture** by email at pnewsom@tbparchitecture.com and cc **David Willis** of **Woodland Community College** at dwillis@yccd.edu. All other terms and conditions of BID are to remain the same.

tBP/Architecture
1777 Oakland Boulevard, Suite 320
Walnut Creek, CA 94596
925.246.6419
Architect of Record: Philip J Newsom

END OF ADDENDUM #1

DVISION OF THE STATE ARCHITECT

CONFORMED SET

CONTRACT DOCUMENTS

FOR

Performing Arts/Culinary Services Facility

AT

Woodland Community College Campus
2300 East Gibson Road, Woodland, California 95776

Yuba Community College District

Consists of:

VOLUME 1

DSA File #58-C1
DSA Appl. #02-118286

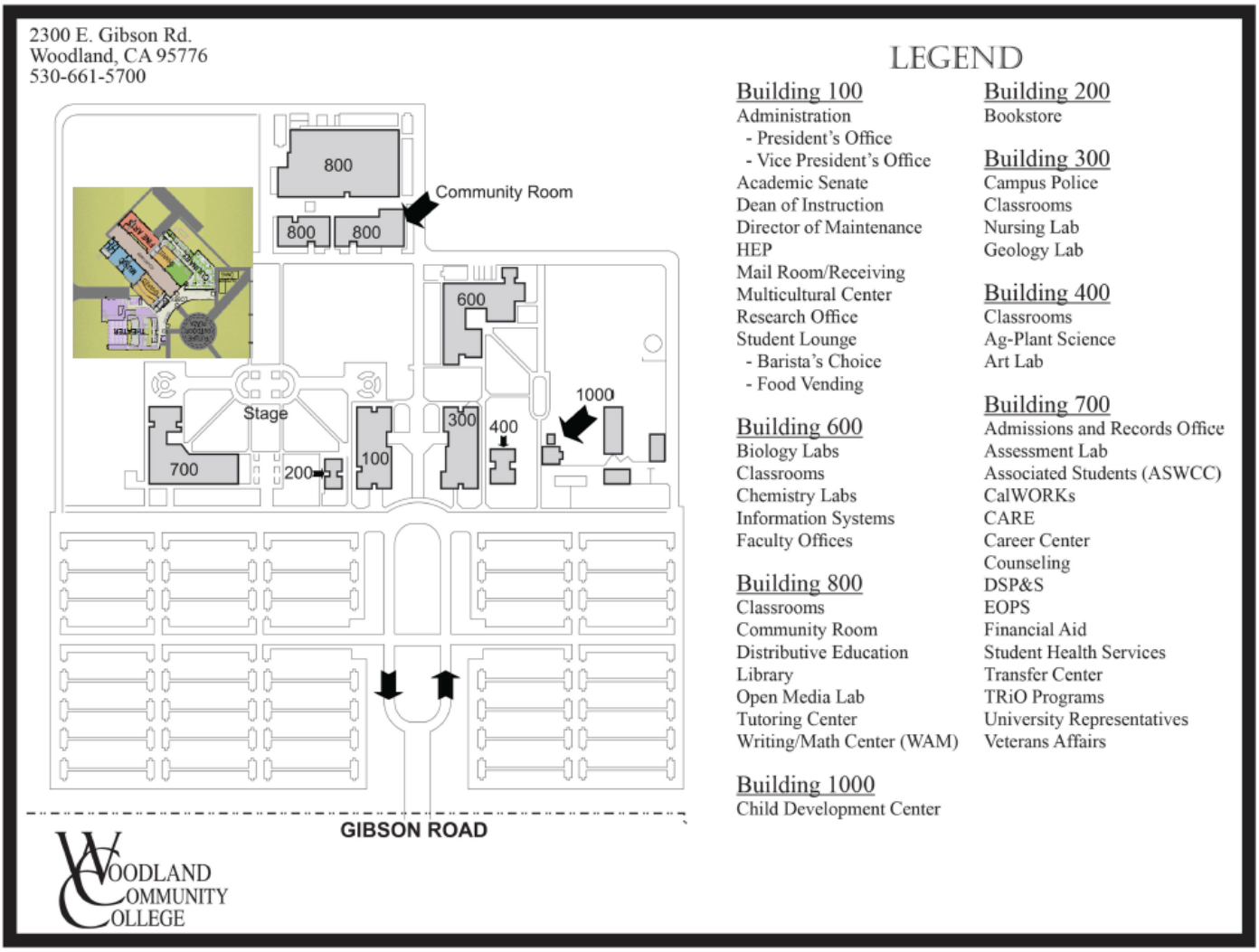
Architect:

tBP/ Architecture
1777 Oakland Blvd, Ste 320
Walnut Creek, CA 94596
(925) 246-6419

July 1, 2021

SECTION 00 01 06

WOODLAND COMMUNITY COLLEGE CAMPUS MAP



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INVITATION TO BID

Performing Arts/Culinary Services Facility

Woodland Community College
2300 East Gibson Road
Woodland, California 95776

NOTICE IS HEREBY GIVEN that the Governing Board of the Yuba Community College District (District), Yuba City, California, will receive sealed bid proposals for the furnishing of all labor, materials, equipment, transportation and services for the construction of the project entitled **Performing Arts/Culinary Services Facility.**

The District has pre-qualified General Contractors for this project, and the list of pre-qualified General Contractors can be found on the District's web site:

https://www.yccd.edu/central-services/fiscal-services/purchasing-2/requests-proposals-quotes/

Only Pre-Qualified Contractors are allowed to bid as Prime Contractors on this project. The District does not prequalify Subcontractors.

Construction Cost Estimate (Range): **$ 30,000,000 to $33,000,000**
California License Required: "B" General Contractor License in good standing.

In general, the Work consists of the construction of a new Performing Arts/Culinary Services Facility and all associated site improvements including underground uiliites, landscape, irrigation & other site development.

The District does not provide hardcopies of bid documents or reimburse cost of printing, delivery, or any expenses related to the bidding process.

For information directly from the District, you may also log on to the District Website: https://www.yccd.edu/central-services/fiscal-services/purchasing-2/requests-proposals-quotes/. Project documents available include, but are not limited to, plans, specifications, addenda, bidders lists, bid results, etc., and can be viewed on this District webpage.

All questions related to this project must be submitted, via email in **Microsoft Word format** to:

Phil Newsom, Project Architect of Record
Email: pnewsom@tbparchitecture.com

Also, please copy David Willis on all email correspondence per:
David Willis, District Project Manager
Email: dwillis@yccd.edu

Each bid shall be made on the bid form, which is included in the Bid Documents and when submitted, shall be accompanied by a Bid Bond or Certified Cashier's Check in the amount of 10% of bid (made payable to the Yuba Community College District). The District reserves the right to forfeit Bid Bond submitted for failure of the successful bidder to secure Payment & Performance Bonds.

IMPORTANT INFORMATION:

Pre-Bid Optional ZOOM Meeting Date/Time/Link: November 17, 2021, 1:00PM

Join from PC, Mac, Linux, iOS or Android: https://cccconfer.zoom.us/j/95475450962

Or Telephone:
+1 669 900 6833 (US Toll)
+1 253 215 8782 (US Toll)
+1 346 248 7799 (US Toll)

Pre-Bid Meeting and Job Walk, Date/Time: .....December 2, 2021, 1:00PM (MANDATORY)
Pre-Bid Meeting Location: .....Woodland Community College
Building 100, Room 113
2300 East Gibson Road, Woodland, California 95776
(See Woodland Community College Campus Map)

PLEASE NOTE: A Site Visit will be held Immediately following the Pre-Bid meeting. Please remember to sign the District Project Mandatory Pre-Bid Meeting Login Sheet, prior to leaving the site.

Last Date / Time for Bidder's
Requests for Information: .....January 6, 2022, 5:00PM
Last Day to Issue Addendum: .....January 13, 2022, 5:00PM
Bids Due No Later Than, Date / Time: .....January 20, 2022 1:00PM (Sharp)
Bids Must Be Received at: .....Yuba Community College District Office
Attn.: David Willis
425 Plumas Boulevard, Suite 200, Yuba City, Ca. 95991
Attn: David Willis, Director of Facilities Planning, M & O

Bids must be received by the District prior to the time and by the date noted above. Bids that are not received by the District prior to the time and by the date noted above will not be accepted, and will be returned to the Bidder unopened. Reference specification 00 21 13 entitled,"Instruction to Bidders". Provide one (1) signed original and five (5) hard copies of the proposal and one (1) flash drive copy of the proposal. Do not email your proposals. Proposals MUST be received before the date and time noted above. No exceptions.

IMPORTANT LINK – BID DOCUMENTS:

https://goyccd-my.sharepoint.com/:f:/g/personal/w0398409_yccd_edu/Er9GJ2LmewhAp2QT93R00LYBk4XLNsp9LXLepviPBHlO0A?e=m7DT0a

The following items are in this link:

1. DSA Approved Drawings
2. DSA Approved Specifications
3. Geotechnical Survey

The successful bidder will be required to furnish a **Payment Bond (Labor and Material Bond)** in an amount equal to one hundred percent (100%) of the contract price and a faithful **Performance Bond** in an amount equal to one hundred percent (100%) of the contract price, said bonds to be secured from a surety company acceptable to the Yuba Community College District and authorized to execute such surety in the State of California.

This project is a public works project and is subject to prevailing wage rate laws. The District will provide a Department of Industrial Relations (DIR) project number that the Contractor will be required to upload certified payroll for each progress payment on the project. The Contractor and each Sub-Contractor shall provide a current DIR registration number with the proposal.

Attention is directed to Section 4100 through 4113 of the Public Contract Code concerning Subcontractors, with emphasis on Section 4104, known as the "Subletting and Subcontracting Fair Practices Act, effective July 1, 2014.

Attention is directed to Labor Code Section 1725.5 regarding Department of Industrial Relations (DIR) contractor registration process including registration criteria and implementation of DIR registration requirements. Labor Code Section 1771.7 establishes contractor's obligation to submit Certified Pay Roll (CPR) to the Department of Labor and Standards Enforcement (DLSE) and public works monitoring and enforcement. Labor Code Section 1773.3 requires the District to submit a PWC-100 to DIR for all public works contract awarded effective January 1, 2015.

END OF SECTION 00 11 16

SECTION 00 21 13

INSTRUCTIONS TO BIDDERS

1.1 ISSUING OF DOCUMENTS

A. Bidding Documents may be examined at the Yuba Community College District, 425 Plumas Boulevard, Suite 200, Yuba City, California 95991 by Appointment: David Willis, Director, Facilities Planning, Maintenance and Operations, Phone: 916-747-4262.

1.2 QUALIFICATIONS OF BIDDERS

A. Bidders may be required to furnish additional evidence satisfactory to the District that they have sufficient means and sufficient experience in the class of work called for to enable them to complete the Contract in a satisfactory manner. The District has pre-qualified General Contractors for this project, and the list of pre-qualified General Contractors can be found on the District's web site: https://www.yccd.edu/central-services/fiscal-services/purchasing-2/requests-proposals-quotes/

B. Bidders shall be Contractors properly licensed in accordance with the laws of the State of California.

C. The successful Bidder shall furnish satisfactory Certificates of Insurance coverage as specified in the Contract Documents.

1.3 RECEIPT AND OPENING OF BIDS

A. Yuba Community College District hereinafter referred to as the District, will receive Bids at the same time and place specified in the Invitation to Bid.

B. Complete the Bid Form included in the Project Manual.

C. The envelopes containing the Bids shall be sealed, addressed to the District, and designated as **"Performing Arts/Culinary Services Facility, Woodland Community College".** The envelope shall contain the name and address of the Bidder.

D. Bids that are mailed shall have the previously described envelope placed inside an envelope addressed to: YUBA COMMUNITY COLLEGE DISTRICT, 425 Plumas Boulevard, Suite 200, Yuba City, California, 95991; ATTENTION: David Willis, Director of Facilities Planning, M & O. Bids should be mailed in time to be received prior to the time set forth in the Advertisement for Bids.

E. Bids which are conditional (or which make alterations, omissions, or reservations to the terms of the Bidding Documents) may be rejected as non-responsive.

F. All monetary figures are required, both in writing and in numerals. In event of conflict between written quotations and numerical quotations, written quotations shall govern.

G. Type or print all bid data legibly in ink except signatures which shall be in script. Mistakes may be crossed out and corrections inserted, if each is initialed in ink by signer of Bid.

H. Bidder's business address and signature shall be on the Bid. A Bid by a partnership shall furnish the full names of partners and be signed in the partnership name by one member of the partnership, or by authorized representative, followed by the signature and designation of the person signing. Bids by corporations, with corporate seal affixed, shall be signed with the legal name of the corporation followed by the name of the state of incorporation and by the signature and designation of the person authorized to bind it to the matter. The name of each person signing shall also be typed or printed below the respective signatures. When required by the District, satisfactory evidence of authority of the office signing in behalf of the corporation shall be furnished.

I. No Bids will be received after the date and time set forth in the Notice Inviting Bids.

1.4 BID SECURITY

A. Submit with the Bid a Bid Security in the amount of 10 percent (10%) of the Bid.

B. The District reserves the right to forfeit the Bid Bond submitted for failure of the successful bidder to secure Payment & Performance Bonds.

1.5 SURETY BONDS

A. The successful Bidder shall furnish a Labor and Material Payment Bond in the amount equal to one hundred percent (100%) of the Contract Price and a faithful Performance Bond in the amount equal to 100 percent (100%) of the Contract Price as security for the successful performance of the work and payment of persons performing labor and furnishing materials. The Bonds shall be executed by a surety company or companies acceptable to the District and authorized to execute such in the State in which the Project is located and shall be furnished within 10 days after Notice of Acceptance of said Bid. Surety shall be made in favor of the District and shall cover the guarantee periods as well as the construction period.

1.6 WITHDRAWAL OR REVISIONS OF BID

A. This Bid may be withdrawn or revised prior to the scheduled time for receipt. Bids not withdrawn prior to the scheduled time for receipt may not be withdrawn for a period of 90 days.

1.7 BID PROTESTS

A. Inquiries or questions based on alleged patent ambiguity of the plans, specifications or estimate must be communicated as a bidder inquiry prior to bid opening. Any such inquiries or questions, submitted after bid opening, will not be treated as a bid protest.

B. Bidder may file a protest with the District against the Bid of other Bidder or Bidders ("Bid Protest") subject to the provisions of this Article. The procedures and time limits set forth in this Article are mandatory and are a Bidder's sole and exclusive remedy in protesting other Bidders' bids. Failure to comply with these procedures shall constitute a waiver of any right to pursue a Bid Protest, or to contest the District's award of the contract for the work that is the subject of the Bid, in any legal proceeding before any authority with jurisdiction.

C. Bid Protests and Responses shall be governed by the following time limitations:

1. Bidder must deliver any Bid Protest to the District in writing before 2:00PM, **five (5) working days** after the date of bid opening. The District will reject any Bid Protest not received by the District by this deadline. Bidder must concurrently deliver a copy of its Bid Protest to all Bidders against whose Bids the Bid Protest is directed. The Bidder must include with its Bid Protest written proof to the District's satisfaction that Bidder has delivered a copy of its Bid Protest to the other Bidder whose bid is the subject of the Bid Protest.
2. A Bidder whose Bid is the subject of a Bid Protest must deliver its written response, if any, ("Response") to the District, before 2:00PM, **ten (10) working days** after the date of bid opening. The District will reject any Response not received by the District by this deadline.

D. Delivery of Bid Protest or Response:

1. Bidder may deliver a Bid Protest to the District by personal delivery or electronic transmission such as by facsimile. Bidder is solely responsible for ensuring that the District receives any Bid Protest or Response by the deadlines set forth herein.
2. The District will not consider Bid Protests or Responses by telephone conversation or any other non-written communication.
3. Bidder shall submit any Bid Protest or Response to: David Willis, Director of Facilities Planning, M & O; Yuba Community College District, 425 Plumas Boulevard, Suite 200, Yuba City, California, 95991, Facsimile: (530) 790-0361.

E. Content of Bid Protest:

1. A Bid Protest must state the basis for the protest and provide supporting evidence.
2. A Bid Protest must refer to the specific portion of the Bid that forms the basis of the protest.
3. A Bid Protest must include the name, address, and telephone number of the person representing the protesting Bidder.
4. A Bid Protest must be clearly identified as a Bid Protest.

1.8 AWARD AND REJECTION OF BIDS

A. In awarding or rejecting Bids, the District reserves the following rights:

1. Identification of successful Bidder will not be determined at time of opening Bids.
2. To obtain opinion of counsel on legality and sufficiency of bids.
3. To reject all Bids, to re-bid, or waive irregularities or informalities in a Bid, and to accept or reject alternates.
4. Request proof that the successful Bidder can provide performance and payment bonds as required.

1.9 EXAMINE DOCUMENTS AND VISIT SITE

A. Before submitting a Bid, the Bidder shall examine the Bidding Documents, visit the site of the work, attend the required site visit arranged by the District and obtain Certification of Attendance signed by the District, ascertain existing conditions and limitations, including those of labor, and include in the Bid a sum to cover the cost of all items described in the Contract Documents.

B. No consideration will be granted for alleged misunderstanding of the materials to be furnished or work to be done. The tender of a Bid carries with it the agreement to terms and conditions referred to in the Contract Documents.

1.10 DISCREPANCIES, AMBIGUITIES, OR CONFLICTS

A. If the Bidder is in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with applicable rules, regulations, ordinances and/or laws, a written request for an interpretation or correction thereof must be submitted to the District's Contract Manager. Bidders are solely responsible for submitting to District's Contract Manager such request. Ambiguities or inconsistencies arising as a result of separation of sections or portions of the drawings or specifications by or for subcontractor bidding shall not relieve the Contractor for providing the complete Work without increase to or adjustment in the Contract Price or the Time for performance. Interpretations or corrections of the Contract Documents will be by written addendum issued by the Architect. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

1.11 ADDENDA

A. Cost for work included in any Addenda issued during the time of bidding shall be included in the Bid, and will become a part of the Contract. List Addenda received as indicated on the Bid Form.

1.12 FORM OF AGREEMENT

A. The form of agreement to be used for the Contract is provided by the District and is included in the Project Manual.

1.13 AWARD OF CONTRACT

A. The District will be allowed a period of ninety (90) days after Bid Opening Date for evaluating the Bids.

B. Bidders of record will be notified of the results of the District's evaluation of bids and Award of Contract, if any.

C. The Contractor shall begin work within ten (10) calendar days of receipt of Notice to Proceed.

END OF SECTION 00 21 13

SECTION 00 30 00

AVAILABLE INFORMATION

PART 1 - REPORT AND INFORMATION

1.1 Existence of reports, record drawings, and utility surveys**:** Yuba Community College District, its consultants, and prior contractors may have collected documents providing a general description of the site and conditions of the work. These documents may consist of geotechnical reports for and around the site, record drawings, utility drawings, and information regarding underground utilities. These reports, documents and other information are not part of the Contract Documents and do not show new work to be constructed, rather, they show existing conditions that Contractor may have to address as part of its construction planning.

1.2 Available Documentation: The following documents are either available for review through District office, or the District's web site:

A. LIST RELEVANT AVAILABLE DOCUMENTS

1.3 Contractor shall acknowledge and accept that the documents are not a part of the Contract Documents and are made available to bidders for reference only. The District and its representatives are not responsible for any and all discrepancies between the documents and the existing and actual as-built conditions, and do not guarantee the accuracy of the documents.

1.4 The District and Architect assume no responsibility for the completeness or accuracy of the documents or the records compiled there from and the interpretations made from the documents. There is no express or implied guarantee that the conditions indicated in the documents are representative of those existing throughout the building and/or site Conditions differing substantially from those indicated may be encountered.

END OF SECTION 00 30 00

SECTION 00 31 24

ENVIRONMENTAL IMPACT MITIGATION REPORT

MITIGATION MONITORING REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Specification Sections shall apply to this Section without limitation.

1.2 SUMMARY

A. This Mitigation Monitoring and Reporting Program (MMRP) was formulated based on the findings of the Final Initial Study and Mitigated Negative Declaration prepared for the Woodland Community College, Performing Arts/Culinary Services Facility Project by DUDEK, 1102 R Street, Sacramento, California, 95811. This MMRP is in compliance with Section 1509 of the *CEQA Guidelines,* which requires that the Lead Agency "adopt a program for monitoring or reporting of the revisions which it has required in the project and the measures it has imposed to mitigate or avoid significant environmental effects." The MMRP lists mitigation measures recommended in the IS/MND and identifies mitigation monitoring requirements.

B. The District has attempted to insert these MMRP requirements into the various other Specification Sections that are related to the nature of each mitigation measure. This Section is included to provide a consolidated location for all of the CEQA requirements. Where measures are found in any of the Contract Documents that conflict with these measures, the more stringent measure shall apply.

1. Table 1 presents the mitigation measures identified for the Project. Each mitigation measure is numbered according to the topical section to which it pertains in the IS/MND. As an example, Mitigation measure AIR-1 is the first mitigation measure identified in the IS/MND for the Project.

   a. <u>Elements of the MMRP which have been stricken out do not apply to this project</u>.

   b. The first column of Table 1 identifies the mitigation measure from the IS/MND.

   c. The second column, entitled "Action and Implementation Timing," describes each mitigation measure.

   d. The third column, "Party Responsible for Monitoring," names the party ultimately responsible for ensuring that the mitigation measures are implemented.

   e. The fourth column "Action by Monitor," outlines the steps for monitoring the action identified in the mitigation measure.

   f. The fifth column entitled "Monitoring Timing," states the time the monitor must ensure that the mitigation measure has been implemented.

   g. The last column will be used by the District to ensure that individual mitigation measures have been monitored.

Table 1: Mitigation Monitoring and Reporting Program for College of the Redwoods

Recommended Mitigation Measures	Action and Implementation Timing	Party Responsible for Implementing Mitigation	Party Responsible for Monitoring	Action by Monitor	Monitoring Timing	Verification of Compliance Name/Date
III. AIR QUALITY						
AIR-1: Consistent with guidance from the BAAQMD, the District shall require contractors to include emissions control measures in construction specifications for the project. The District shall review the final construction specifications to verify that the requirements have been included prior to beginning grading and excavating activities for the project. The District shall verify via field inspection at least twice during construction that the measures are being implemented. The following actions are required: • Idling time of diesel powered construction equipment shall be limited to 2 minutes; • Alternative powered construction equipment (i.e., CNG, biodiesel, electric) shall be utilized when feasible; • Add-on control devices shall be used such as diesel oxidation catalysts or particulate filters; • Project construction shall be phased; and • Operating hours of heavy duty equipment shall be minimized.	Implement the emission control measures listed in Mitigation Measure AIR-1 during construction	Redwoods Community College District and construction contractor	Redwoods Community College District	1. Review final construction specifications to ensure all requirements listed in Mitigation Measure AIR-1 are included 2. Visit project site at least twice to verify that emission control measures are being implemented	1. Before grading begins 2. During project construction	*Name:* *Date:*

Recommended Mitigation Measures	Action and Implementation Timing	Party Responsible for Implementing Mitigation	Party Responsible for Monitoring	Action by Monitor	Monitoring Timing	Verification of Compliance Name/Date
AIR-2: AIR-2: Consistent with the guidance from the BAAQMD, the District shall include dust control measures in construction contracts and specifications for the project. The District shall verify via field inspection at least twice during construction of each project that the measures are being implemented. The following controls shall be implemented at all construction sites: • Water all active construction areas at least twice daily and more often during windy periods; active areas adjacent to existing land uses shall be kept damp at all times, or shall be treated with non-toxic stabilizers to control dust; • Cover all trucks hauling soil, land, and other loose materials or require all trucks to maintain at least two feet of freeboard; • Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, inactive construction areas, and staging areas at construction sites; • Sweep daily (with water sweepers) all paved access roads, parking areas and staging areas at construction sites; water sweepers shall vacuum up excess water to avoid runoff-related impacts to water quality; • Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets;	Implement the dust control measures listed in Mitigation Measure AIR-2 during construction	Redwoods Community College District and construction contractor	Redwoods Community College District	1. Review final construction specifications to ensure all requirements listed in Mitigation Measure AIR-2 are included 2. Visit project site at least twice to verify that dust control measures are being implemented	1. Before grading begins 2. During project construction	*Name:* *Date:*

Recommended Mitigation Measures	Action and Implementation Timing	Party Responsible for Implementing Mitigation	Party Responsible for Monitoring	Action by Monitor	Monitoring Timing	Verification of Compliance Name/Date
AIR-2 *Continued* • Enclose, cover, water twice daily, or apply non-toxic soil binders to exposed stockpiles (dirt, sand, etc.); • Install base rock at entryways for all existing trucks, and wash off the tires or tracks of all trucks and equipment in designated areas before leaving the site; • Limit traffic speeds on unpaved roads to 15 mph; • Install sandbags or other erosion control measures to prevent silt runoff to public roadways; • Replant vegetation in disturbed areas as quickly as possible; and • Suspend excavation and grading activity when sustained wind speeds exceed 25 mph. Sustained wind speed shall be determined by averaging observed values over a two- minute period. Wind monitoring by the construction manager shall be required at all times during excavation and grading activities.						
AIR-3a: Implement Mitigation Measure AIR-1.	See Mitigation Measure AIR-1					
AIR-3b: Implement Mitigation Measure AIR-2.	See Mitigation Measure AIR-2					
IV. BIOLOGICAL RESOURCES						
BIO-1: Prior to construction, the District shall prepare and submit a Notification of Lake or Streambed Alteration application package (Form FG2023) to the California Department of Fish and Game (CDFG) for working within the riparian corridor of the XX. The application shall include a Riparian Restoration Plan prepared by a qualified restoration ecologist for any vegetation removal within the riparian corridor. This plan shall be reviewed and approved by the District. The amount of riparian vegetation trimmed, removed, or disturbed shall be kept to a minimum.	Submit a Notification of Lake or Streambed Alteration application package prior to construction of bridges	Redwoods Community College District	Redwoods Community College District	Verify that Notification of Lake or Streambed Alteration application package is submitted to California Department of Fish and Game	Prior to construction	*Name:* *Date:*

Recommended Mitigation Measures	Action and Implementation Timing	Party Responsible for Implementing Mitigation	Party Responsible for Monitoring	Action by Monitor	Monitoring Timing	Verification of Compliance Name/Date
BIO-2a: To determine the extent of Corps jurisdiction at the proposed bridge locations, a qualified wetland scientist shall delineate waters of the U.S. in areas where bridges would be constructed using Corps methodology. The delineation shall be verified by the Corps.	Delineate waters of the U.S. in areas where bridges would be constructed using Corps methodology prior to construction of bridges	Redwoods Community College District	Redwoods Community College District	Submit the delineation to the Corps for verification	Prior to construction	*Name:* *Date:*
BIO-2 *Continued* BIO-2b: The District shall obtain the appropriate federal and State permits for any construction activities and/or structures located below the XX.	Obtain the appropriate federal and State permits for any construction activities located below XX prior to construction	Redwoods Community College District	Redwoods Community College District	Verify that appropriate federal and State permits are received	Prior to construction	*Name:* *Date:*
BIO-3: If feasible, all vegetation removal shall be conducted during the non-breeding season (i.e., August 1 to February 28) to avoid direct impacts to nesting birds. If such work is sched-uled during the breeding season, a qualified ornithologist shall conduct a pre-construction survey to determine if any birds are nesting in the vegetation to be removed. The pre-construction survey shall be conducted within 15 days prior to the start of work from March through May (since there is higher potential for birds to	Restrict vegetation removal activities to the period from August 1 to February 28. If not possible, have a qualified ornithologist create a buffer around nests in which no work shall be allowed until the young have successfully fledged prior to construction	Redwoods Community College District	Redwoods Community College District	Verify that construction is not taking place during breeding season, or ensure a proper buffer is created for nesting birds	Prior to construction	*Name:* *Date:*

Recommended Mitigation Measures	Action and Implementation Timing	Party Responsible for Implementing Mitigation	Party Responsible for Monitoring	Action by Monitor	Monitoring Timing	Verification of Compliance Name/Date
BIO-3*Continued* initiate nesting during this period), and within 30 days prior to the start of work from June through July. If active nests are found during the survey, the biologist shall determine an appropriately sized buffer around the nest in which no work shall be allowed until the young have successfully fledged. The size of the nest buffer shall be determined by the biologist in consultation with the CDFG, and shall be based on the nesting species, its sensitivity to disturbance, and the expected types of disturbance.						

V. CULTURAL RESOURCES						
CULT-1: The Redwoods Community College District shall inform its contractor(s) of the sensitivity of the project area for archaeological resources by including the following directive in contract documents: "If prehistoric or historical archaeological deposits are discovered during project activities, all work within 25 feet of the discovery shall be redirected and a qualified archaeologist contacted to assess the situation, consult with agencies as appropriate, and make recommendations regarding the treatment of the	1. Include the directive described in Mitigation Measure CULT-1 in contract documents 2. Evaluate any archaeological resources discovered during project construction as described in CULT-1 and submit report of findings to the District and the NWIC	1. Redwoods Community College District 2. Construction contractor	1. Redwoods Community College District 2. Redwoods Community College District	1. Verify that the appropriate language has been incorporated in contract documents 2. Visit project site and verify that measures are being implemented and that any reports are submitted to the NWIC	1. Before grading begins 2. During project construction	*Name:* *Date:*
CULT-1 *Continued* discovery. Project personnel should not collect or move any archaeological materials or human remains and associated materials. Archaeological resources can include flaked-stone tools (e.g., projectile points, knives, choppers) or obsidian, chert, basalt, or quartzite toolmaking debris; bone tools; culturally darkened soil (i.e., midden soil often containing heat-affected rock, ash and charcoal, shellfish remains, faunal bones, and cultural materials); and stone-milling equipment (e.g., mortars, pestles, handstones). Prehistoric archaeological sites often contain human remains. Historical materials can include wood, stone, concrete, or adobe footings, walls, and other structural remains; debris-filled wells or privies; and deposits of wood, glass, ceramics, metal, and other refuse." The Redwoods Community College District shall verify that the language has been included in the contract documents.						

CULT-1 *Continued* Adverse effects to archaeological deposits should be avoided by project activities. If such deposits cannot be avoided, they shall be evaluated for their California Register of Historical Resources eligibility to determine if such deposits qualify as “historical resources” under CEQA (CCR Section 15064.5(c)(1)). If the deposit is not eligible, a determination shall be made as to whether it qualifies as a “unique archaeological resource” under CEQA. If the deposit is neither a historical nor unique archaeological resource, avoidance is not necessary. If the deposit is eligible to the California Register, or is a unique archaeological resource, it will need to be avoided by adverse effects or such effects must be mitigated. Mitigation may consist of, but is not necessarily limited to, systematic recovery and analysis of archaeological deposits; recording the resource; preparation of a report of findings; and accessioning recovered archaeological materials at an appropriate curation facility. Public educational outreach may also be appropriate. Upon completion of the assessment, the archaeologist shall prepare a report documenting the assessment methods and results, and provide recommendations for the treatment of the archaeological materials discovered. The report shall be submitted to the Redwoods Community College District and the Northwest Information Center.						

CULT-2: A qualified paleontologist shall monitor initial project ground-disturbing activities. The paleontologist can then determine whether further monitoring, periodic site reviews, or no further monitoring is appropriate. Paleontological monitoring shall include inspection of mechanically exposed, paleontologically sensitive geological formations underlying the project site. Samples of matrix shall be collected for processing, sorting, and microscopic examination to determine if microfossils are present within exposed geological formations. If paleontological resources are discovered during project activities, all work within 25 feet of the discovery shall be redirected until the paleontological monitor has assessed the situation and made recommendations regarding their treatment. It is recommended that adverse effects to paleontological resources be avoided by project activities. If avoidance is not feasible, the paleontological resources shall be evaluated for their significance. Paleontological resources are considered significant if they possess the possibility of providing new information regarding past life forms, paleoecology, stratigraphy, and geological formation processes. If the resources are not significant, avoidance is not necessary. If the resources are significant, they must be avoided by adverse effects, or such effects must be mitigated. Mitigation may include monitoring, recording the fossil locality, data recovery and analysis, a technical data recovery report, and accessioning the fossil material and technical report to a paleontological repository. Public educational outreach may also be appropriate.	1. Have a paleontologist monitor project ground-disturbing activities prior to construction 2. Evaluate any paleontological resources discovered during project construction as described in CULT-2 and submit report of findings to the District and a paleontological repository	1. Redwoods Community College District 2. Construction contractor	1. Redwoods Community College District 2. Redwoods Community College District	1. Verify that the appropriate language has been incorporated in contract documents 2. Visit project site and verify that measures are being implemented and that any reports are submitted to a paleontological repository	1. Before grading begins 2. During project construction	*Name:* *Date:*

CULT-2 *Continued* Upon completion of the paleontological monitoring, a report of findings with an appended, itemized inventory of specimens—as appropriate—should be prepared and submitted to an appropriate repository, such as the University of California Museum of Paleontology.						
CULT-3: If human remains are encountered, these remains shall be treated in accordance with Health and Safety Code Section 7050.5. The Redwoods College District shall inform its contractor(s) of the cultural sensitivity of the project area for human remains by including the following directive in contract documents: "If human remains are encountered during project activities, work within 25 feet of the discovery shall be redirected and the County Coroner notified immediately. At the same time, an archaeologist shall be contacted to assess the situation and consult with agencies as appropriate. Project personnel shall not collect or move any human remains and associated materials. If the human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of this identification. The Native American Heritage Commission will identify a Most Likely Descendant to inspect the site and provide recommendations for the proper treatment of the remains and associated grave goods."	1. Include the directive described in Mitigation Measure CULT-3 in contract documents 2. Stop work within 25 feet of human remains discovered during project construction; prepare and submit report of findings to the District and NWIC.	1. Redwoods Community College District 2. Construction contractor	1. Redwoods Community College District 2. Redwoods Community College District	1. Verify that the appropriate language has been incorporated in contract documents 2. Visit project site and verify that measures are being implemented and that any reports are submitted to NWIC	1. Before grading begins 2. During project construction	*Name:* *Date:*

CULT-3 *Continued* The Contra Costa Community College District shall verify that the language has been included in the contract documents. Upon completion of the assessment, the archaeologist shall prepare a report documenting the methods and results, and provide recommendations for the treatment of the human remains and any associated cultural materials, as appropriate and in coordination with the recommendations of the MLD. The report shall be submitted to the Contra Costa Community College District and the Northwest Information Center.						
VI. GEOLOGY AND SOILS						
GEO-1a: Prior to construction, a subsurface fault investigation shall be performed by a Certified Engineering Geologist or Geotechnical Engineer to identify potentially active fault traces within the footprint of proposed structures intended for human occupancy and 50 feet beyond. All future structures used or intended for supporting or sheltering humans for more than 2,000 person-hours per year shall be setback at least 50 feet from active faults, unless it is proven that there are no active branches of that fault in accordance with Section 3603 (d) of Appendix B of Special Report 42. In no case shall a structure for human habitation be constructed so as to cross the trace of an active fault. CCCCD Facilities staff and the Division of the State Architect (DSA) shall review the findings and recommendations of the subsurface fault investigation and verify that the project design has implemented appropriate setbacks from faults based on those findings prior to DSA project approval.	Complete a subsurface fault investigation prior to construction	Contra Costa Community College District	Contra Costa Community College District	Verify that subsurface fault investigation is completed	Prior to construction	*Name:* *Date:*

GEO-1b: The design of project improvements, including sidewalks, parking lots, and subsurface utilities, shall consider the potentially active and active fault traces and incorporate measures to ensure that potential damage due to rupture is minimized; utility (electricity, natural gas, telecommunications, water, sewer) crossings at potentially active and active fault traces shall be engineered with flexible connections or an equally effective alternate engineered solution so as to minimize damage from seismic activity and in accordance with the recommendations of subsection F of Appendix C of Special Publication 42. CCCCD Facilities staff and the DSA shall review and approve the design of project improvements and utilities prior to DSA project approval.	Consider the potentially active and active fault traces and incorporate measures to ensure damage due to rupture is minimized prior to construction	Redwoods Community College District	Redwoods Community College District	Verify with DSA that design measures minimize potential damage from rupture	Prior to construction	*Name:* *Date:*
GEO-2: Prior to construction, a geotechnical investigation shall be performed by a Certified Engineering Geologist or Geotechnical Engineer to identify potential liquefiable sediments southwest of and adjacent to Rheem Creek. If liquefiable sediments are identified at the project site, the District shall implement appropriate grading, drainage, and foundation design elements recommended by a Certified Engineering Geologist or Geotechnical Engineer and approved by the DSA to reduce the potential impact from liquefaction.	Perform a geotechnical investigation to identify potential liquefiable sediments by Rheem Creek	Redwoods Community College District	Redwoods Community College District	Verify that geotechnical investigation is completed	Prior to construction	*Name:* *Date:*
GEO-3: A geotechnical investigation shall be performed by a Certified Engineering Geologist or Geotechnical Engineer to evaluate slope stability along the hillside portion of the project side. If slopes susceptible to seismic failure are identified at the project site, the District shall implement appropriate slope grading, drainage, and reinforcements as recommended by a Certified Engineering Geologist or Geotechnical Engineer and approved by the DSA to reduce the potential impact from slope failure.	Perform a geotechnical investigation to evaluate slope stability along the hillside portion of the project site	Redwoods Community College District	Redwoods Community College District	Verify that geotechnical investigation is completed	Prior to construction	*Name:* *Date:*
GEO-4: Implement Mitigation Measure HYD-1.	See Mitigation Measure HYD-1.					

GEO-5: Prior to construction, a geotechnical investigation shall be performed by a Certified Engineering Geologist or Geotechnical Engineer and the resulting report shall include evaluation of dynamic compaction potential at the project site. If soils susceptible to dynamic compaction are present the project site, the District shall implement proper grading and compaction measures as recommended in the final report and approved by the DSA to reduce the potential impacts from dynamic compaction to a less-than-significant level.	Perform a geotechnical investigation to identify the dynamic compaction potential at the project site	Redwoods Community College District	Redwoods Community College District	Verify that geotechnical investigation was completed	Prior to construction	*Name:* *Date:*
GEO-6a: The District shall incorporate all recommendations of a final site-specific design-level geotechnical investigation as prepared by a Certified Engineering Geologist or Geotechnical Engineer into all development plans submitted for the project, including recommendations for grading, placement of fill materials, pretreatment of expansive soils, and avoidance of settlement and/or differential settlement of infrastructure and buildings.	Incorporate recommendations from geotechnical investigations into development plans	Redwoods Community College District	Redwoods Community College District	Verify that recommendations from geotechnical investigations are incorporated into all development plans	Prior to construction	*Name:* *Date:*
GEO-6b: The District shall incorporate all recommendations of a final site-specific design-level geotechnical investigation as prepared by a Certified Engineering Geologist or Geotechnical Engineer into all development plans submitted for the project, including recommendations to protect iron, steel, metal and concrete from deterioration caused by contact with corrosive soils.	Incorporate recommendations from geotechnical investigations into development plans	Redwoods Community College District	Redwoods Community College District	Verify that recommendations from geotechnical investigations are incorporated into all development plans	Prior to construction	*Name:* *Date:*
VII. HAZARDS AND HAZARDOUS MATERIALS						
HAZ-1a: Prior to demolition of structures on the site, a comprehensive lead-based paint survey shall be conducted. If any lead-based paint is identified, it shall be removed from the site in accordance with all applicable regulations, including Occupational Safety and Health Administration (OSHA) guidelines. The District shall verify that the survey has been conducted before beginning demolition of the buildings.	Complete a lead-based paint survey as described in Mitigation Measure HAZ-1a	Redwoods Community College District	Redwoods Community College District	Verify that the survey has been conducted	Before demolition begins	*Name:* *Date:*

HAZ-1b: Prior to demolition of structures on the site, a complete Asbestos Hazard Emergency Response Act-Level Pre-Demolition Asbestos Survey shall be conducted. If asbestos is identified, a licensed asbestos abatement contractor shall be retained to abate identified asbestos-containing material in accordance with all applicable regulations. The District shall verify that the survey has been conducted before beginning demolition of the buildings.	Complete an asbestos survey as described in Mitigation Measure HAZ-1b	Redwoods Community College District	Redwoods Community College District	Verify that the survey has been conducted	Before demolition begins	*Name:* *Date:*

VIII. HYDROLOGY AND WATER QUALITY						
HYD-1: As a condition of approval of the project plans, the District shall prepare a Storm Water Pollution Prevention Plan (SWPPP) designed to reduce potential impacts to surface water quality through the construction and operational periods of the project including all on- and off-site improvements. The SWPPP shall be submitted for approval to the Facilities Division of the CCCCD and Division of the State Architect prior to issuance of project approvals. The SWPPP shall be maintained on-site and made available to Water Board staff upon request. The SWPPP shall include specific and detailed BMPs designed to mitigate construction-related and operational period pollutants. *Construction Period*: At a minimum, BMPs shall include practices to minimize the contact of construction materials, equipment, and maintenance supplies (e.g., fuels, lubricants, paints, solvents, adhesives) with stormwater. The SWPPP shall specify properly designed centralized storage areas that keep these materials out of the rain. An important component of the stormwater quality protection effort is the knowledge of the site supervisors and workers. To educate on-site personnel and maintain awareness of the importance of stormwater quality protection, site supervisors shall conduct regular tailgate meetings to discuss pollution prevention. The frequency of the meetings and required personnel attendance list shall be specified in the SWPPP.	Facilities Division of the District shall prepare and the Division of the State Architect shall approve a SWPPP that includes requirements listed in HYD-1	Redwoods Community College District	Redwoods Community College District	Verify that the SWPPP has been prepared	Before construction begins	*Name:* *Date:*

HYD-1 *Continued* The SWPPP shall include operational-period BMPs that would result in treatment of an appropriate percentage of the runoff from the project including all on- and off-site improvements. The SWPPP shall include as many LID BMPs as feasible. CCCCD Facilities staff and the Division of the State Architect shall review and approve the SWPPP, including operational period BMPs, prior to approval of the project plans.						
HYD-2: Implement Mitigation Measure HYD-1.	See Mitigation Measure HYD-1.					
HYD-3: During design development and prior to construction of the bridges, a qualified engineering professional shall design the foundations and support structures for the proposed prefabricated pedestrian bridge(s) in such a way as to span the creek(s) from outside the 'top-of-bank' points of the stream banks, or: A Location Hydraulic Study (LHS) shall be prepared showing that any appurtenance structures required for the bridges will not exacerbate flooding up or downstream of the project site, result in bank or bottom scour, or accelerate bank erosion and result in degradation of water quality from creek damage.	Prepare a Location Hydraulic Study during project design	Redwoods Community College District	Redwoods Community College District	Verify that the Location Hydraulic Study has been prepared and the results considered in the project design	Before construction begins	*Name:* *Date:*
HYD-4: Implement Mitigation Measure HYD-1.	See Mitigation Measure HYD-1.					
XI. NOISE						
NOISE-1: The project shall implement the following noise reduction measures: • The District shall coordinate with the College of the Redwoods campus administration and the construction contractor to schedule loud construction activities to less sensitive time periods. • All heavy construction equipment used on the project site shall be maintained in good operating condition, with all internal combustion, engine-driven equipment fitted with intake and exhaust mufflers that are in good condition.	Implement the noise-reducing measures described in Mitigation Measure NOISE-1	Construction contractor	Redwoods Community College District	Visit project site and verify that noise control measures are being implemented	During project construction	*Name:* *Date:*
NOISE-2: Implement Mitigation Measure NOISE-1.	See Mitigation Measure NOISE-1.					

PART 2 – PRODUCTS - Not Used.

PART 3 – EXECUTION - Not Used.

END OF SECTION 00 31 24.33

SECTION 00 41 00

BID FORM

PROJECT NUMBER / NAME: **Performing Arts/Culinary Services Facility**

CAMPUS / LOCATION: **Woodland Community College Campus, Woodland, Ca., 95776**

DISTRICT: **YUBA COMMUNITY COLLEGE DISTRICT**
425 Plumas Boulevard, Suite 200, Yuba City, California 95991

Herein Referred to as "District"

1. INTRODUCTION

A. The Bidder proposes to perform the Work for the Contract Price and within the proposed Contract Time, based upon an examination of the site and the Bid and Contract Documents.

B. The Bidder certifies this Bid is submitted in good faith.

C. The Bidder agrees that the Contract Price and other proposed terms will be considered in evaluating Bids and may be negotiated and adjusted before awarding of Contract.

D. The signed copy of the Certification of the Visit to the Site shall be attached to the Bid Form Submittal.

E. A fully executed Statement of Bidder's Qualifications signed by an authorized officer of the Bidder submitting the Bid shall be attached to the Bid Form.

F. A fully executed Non-Collusion Affidavit signed by an authorized officer of the Bidder submitting Bid shall be attached to the Bid Form.

G. The District shall award the contract to the lowest responsive and responsible Bidder. The evaluation of the low bid shall be based on the total of Item 2.A Base Bid.

H. The District reserves the right to apply the Alternates to the Contract at Contract Award or through Change Orders as budget allows.

2. CONTRACT PRICE

A. BASE BID (Performing Arts/Culinary Services Facility)

For labor, materials, bonds, fixtures, equipment, tools, transportation, services, sales taxes and other costs necessary to complete the general construction in accordance with the Contract Documents, for a stipulated Contract Price in the amount of:

_____Dollars ($_____)

B. ALTERNATES: Not Applicable. There are no Alternates for this project.

3. COMPLETION TIME

A. For establishing the Date of Substantial Completion and Final Completion, the Contract Time for the Base Bid and Alternates is as listed, per the Construction Agreement. This time may be subject to modification to facilitate the work as mutually agreed upon at a later date.

B. The Bidder certifies that the Bid is based on the Contract Time for completion as stated above and in the Contract Documents. Bidder further certifies that the Base Bid amount is sufficient to cover all labor, materials, central office and construction site overhead, profit, and all other costs related to the completion of the Project for the entire Project construction time for both the General Contractor and all Subcontractors, as stated above in paragraphs 2 and 3.

4. ADDENDA

A. The Bidder acknowledges receipt of the following Addenda and certifies the Bid has provided for all modifications and considerations required therein.

None [ ]

Addendum No.:_____dated _____

Addendum No.:_____dated _____

Addendum No.:_____dated _____

Addendum No.:_____dated _____

Addendum No.:_____dated _____

B. List of Additional Addenda Attached: Yes [ ] No. [ ].

5. DESIGNATION OF SUBCONTRACTORS

A. The Bidder has set forth a complete list indicating the type of work, name, and business address of each Subcontractor who will perform work in excess of one-half of one percent of the Contract Price.

B. Any portion of the work in excess of the specified amount having no designated Subcontractor shall be performed by the Bidder.

C. Substitution of listed Subcontractors will not be permitted unless approved in advance by the District.

D. Prior to signing the Contract, the District reserves the right to reject any listed Subcontractor.

E. The Bidder and all Subcontractors, at any and all tiers, shall be required to sign and submit to the District an Agreement to be Bound to the Project Stabilization Agreement that is a part of these Contract Documents.

6. SUBCONTRACTOR TYPE OF WORK

1. _____

2. _____

3. _____

4. _____

5. _____

F. Complete list of Subcontractors is attached: Yes [ ] No [ ]

G. Continuation list of Subcontractors is attached: Yes [ ] No [ ]

H. Within 24 hours after the deadline for submission of Bids, Bidders shall submit each subcontractor's License Number, Division of Industrial Relations Registration Number, Business Address, and percentage of contract work to be performed by each listed subcontractor.

7. ACCEPTANCE AND AWARD

A. The District reserves the right to reject this Bid and to negotiate changes before or after execution of the Contract. This Bid shall remain open and shall not be withdrawn for a period of 90 days after Bid Opening date.

B. If written Notice of Award of this Bid is mailed or delivered to the Bidder within 90 days after the date set for the receipt of this Bid, or other time before it is withdrawn, the Bidder will execute and deliver to the District a Contract prepared by District with the required Surety Bonds and Certificates of Insurance, within 10 days after personal delivery or deposit in the mail of the Notice of Award.

C. Notice of Award – or request for additional information may be addressed to the Bidder at the address provided.

8. BID SECURITY

A. The required 10 percent (10%) Bid Security for this Bid is attached in the form of:

( ) Bid Bond Issued By: _____

( ) Certified or Cashier's Check No._____

Issued by: _____

9. BIDDER'S BUSINESS INFORMATION

A. **Individual [ ]:**_____

Personal Name:_____

Business Name:_____

Address: _____

_____Zip Code:_____

Telephone: _____

Fax Number: _____

B. **Partnership [ ]**:_____

Co-partners' Names:_____

Business Name: _____

Address: _____

_____Zip Code:_____

Telephone: _____

Fax Number: _____

C. **Corporation [ ]:** _____

Firm Name:_____

Address: _____

_____Zip Code:_____

Telephone: _____

Fax Number: _____

State of Incorporation:_____

President: _____

Secretary: _____

Treasurer: _____

Manager: _____

D. **Power of Attorney:**

Name:_____

Title:_____

E. **Contractor License No._____**State of_____

F. Bidder is submitting this proposal on behalf of a Joint Venture. Names, license numbers, and relevant information are given on a separate attachment:

Yes [ ] No [ ].

G. Upon request, furnish appropriate documentation to substantiate and/or support the data given.

H. The undersigned hereby certifies under penalty of perjury under the laws of the State of California that all the information submitted by the Bidder in connection with this Bid and all the representations herein made are true and correct.

Executed this_____day of _____

_____

Contractor's License No. Expiration Date

_____

Firm Name

_____

Signature

_____

By (Print or Type Name)

_____

Title

END OF SECTION 00 41 00

SECTION 00 45 13

BIDDER'S QUALIFICATIONS

Redwoods Community College District (District) in accordance with Public Contract Code Section 20651.5 and Section 20101, solicited Prequalification Applications from General Contracting firms. Submitted qualifications were reviewed by the District and were approved by the Governing Board. This section shall be used by Prequalified Bidders to verify and update any and all information which may have changed since Prequalification Applications were submitted to the District. All information requested must be provided and be current as of the date of the Bid. The attached Section 9 – Prequalification Validation Form, (or page 25 from the Application for Prequalification), must be submitted by prequalified general contractors along with all other required bid documents.

==========

See Section 9 – Prequalification Validation Form – Next Page

SECTION 9
PREQUALIFICATION VALIDATION FORM

This Validation Form must be submitted with the Bid. The Validation Form must be completed and signed by at least one General Partner, Owner, Principal or Officer authorized to legally commit the Bidder. An evaluation of the new information could result in the change in Prequalification status of the Bidder and if the Pre-Qualification status is denied, Bidder may be considered nonresponsive.

Bid Name and Number: _____

DECLARATION

I, (printed full name), _____ hereby declare that I am the (position or title) _____of (Bidder) _____, and that I am duly authorized to execute this Validation Statement on behalf of this entity. I acknowledge that any false, deceptive or fraudulent statements on this validation will result in denial of Pre-Qualification. I hereby state:

☐ The Pre-Qualification Application dated on file with District is correct and current as submitted.

OR

☐ The Pre-Qualification Application dated on file with District is correct and current as submitted, except as modified by the attached changed pages and/or attachments to said Application. Bidders shall submit their financial documents in a separate, sealed envelope, clearly marked "Confidential – Do Not Open With Bid". Contents of the envelopes will be reviewed after the bids are opened, if appropriate.

(Applicant may attach additional sheets to describe changes).

_____ _____

Signature of Person Certifying for Bidder Date

Name of Bidder: _____

Tax ID No. or SSN: _____

END OF 00 45 13

Section 00 45 19

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID)

State of California

County of Yolo

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

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

Date: _____ Signature: _____

State of California
County of Yolo

On _____, before me, _____, Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Date: _____ Signature: _____

[SEAL]

END OF 00 45 19

SECTION 00 51 00

NOTICE OF AWARD

DATE: _____

TO: _____

ADDRESS: _____

PROJECT: _____

The Contract Sum of your contract is_____Dollars, ($_____).

You must comply with the following conditions within **ten (10)** calendar days of the date of this Notice of Award, that is, by_____.

1. You must deliver to the District two fully executed counterparts of Section 00 52 00, "Construction Agreement Form."

2. You must deliver to the District the "Contract Performance Bond," and "Payment Bond," executed by you and your surety, which are included in Section 00 61 13.

3. You must deliver to District the insurance certificates required in Section 00 70 00, for insurance required in Section 00 52 00, Construction Agreement Form.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited. Within **ten (10)** calendar days after you comply with these conditions, the District will return to you one fully signed counterpart of the Construction Agreement.

Yuba Community College District

By: _____

Title: _____

END OF DOCUMENT

SECTION 00 52 00
AGREEMENT FORMS
CONSTRUCTION AGREEMENT

CONTRACT NO. _____
(Construction Agreement)

==========

This Agreement shall not be enforceable until ratified and approved by the Yuba Community College District's Governing Board. The estimated board meeting is February 10, 2022.

(§1.1) Parties: (Public Agency) **YUBA COMMUNITY COLLEGE DISTRICT**
425 Plumas Boulevard, Suite 200, Yuba City, Ca. 95991

(Contractor) _____
Address: _____
_____

(§1.2) Effective Date: _____

(§1.3) The Work: **Performing Arts/Culinary Services Facility**

(§1.4) Substantial Completion Time: **590 Calendar Days** from the Notice to Proceed.

(§1.4.1) Final Completion **60 Calendar Days** from Substantial Completion.

(§1.5) The Bidder acknowledges that this project consists of phases and bidder agrees that each phase of the project must be substantially completed and accepted by the Owner before a written "Notice to Proceed" is issued for the next phase of the Project. Bidder also agrees to pay, as liquidated damages the amounts specified below for each consecutive calendar day after the expiration of the consecutive calendar days allowed for each phase.

(§1.5.1) Liquidated Damages, Substantial Completion **$4,000/** per calendar day Work is delayed

(§1.5.2) Liquidated Damages, Remaining Work and Final Completion: **$1,000 /** per calendar day Remaining Work is delayed

(§1.6) Public Agency's Agent: **YUBA COMMUNITY COLLEGE DISTRICT ("District")**

(§1.7) Contract Sum: **MILLION THOUSAND, HUNDRED DOLLARS and NO CENTS ($00,000,000.00)**

2. SCOPE OF WORK:

The Work consists of the construction of the new Performing Arts / Culinary Services Facility and all associated site improvements, underground utilities, and other Work indicated in the Contract Documents.

3. WORK CONTRACT, CHANGES

(a) By their signatures below, effective on the above date, these parties promise and agree as set forth in this Agreement, incorporating by these references labor and materials contained in Section 2, Scope of Work.

(b) Contractor shall, at Contractor's own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services, equipment, and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's plans, drawings and specifications.

(c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 1.7 without such an order.

4. TIME: NOTICE TO PROCEED AND ACCEPTANCE

(a) Contractor shall start this work as directed in the specifications or the Notice to Proceed and shall complete it as specified in Section 1, Completion Time.

(b) Remaining Work after Substantial Completion. If the Architect or District determines that the work required by the Contract is Substantially Complete during any inspection conducted pursuant to this Agreement or Specification Section 01 77 00, Closeout Procedures, the Contractor shall be notified of that determination and the District shall determine if there is Remaining Work. A list of Remaining Work shall be issued only by the District or the Architect and only after the District has certified Substantial Completion. The District or Architect shall give the Contractor the necessary instructions for correction or completion of the Remaining Work, and the Contractor shall immediately comply with and execute such instructions within the Contract Time. Upon completion of the Remaining Work, another inspection shall be made that shall constitute the Final Inspection, provided the Remaining Work has been completed to the satisfaction of the District. If the remaining work has been completed to the satisfaction of the District, the District shall make the final acceptance and notify the Contractor in writing of this acceptance as of the date of Final Inspection.

(c) Final Acceptance – Upon due notice from the Contractor of completion of the entire project, the District shall make an inspection. If all construction provided for and contemplated by the contract is found to be completed to the District’s satisfaction, then that inspection shall constitute the Final Inspection and the District shall notify the Contractor in writing of final acceptance effective as of the date of the Final Inspection.

(d) Default for failure to Complete Remaining Work In the event the Contract Time expires before the Remaining Work is completed to the satisfaction of the District, the District may provide notice to the Contractor that the Remaining Work shall be completed by Contractor to the satisfaction of the District within ten consecutive calendar days from the date of such notice. The failure of the Contractor to satisfactorily complete the Remaining Work within the ten days shall entitle to District to declare Contractor in default and thereafter terminate the Contract. The ten-day notice provided under this paragraph shall not be construed as adding any time to the Contract Time and is a time period solely for the purposes of providing notice of default.

(e) Application for Final Payment. After the Contractor has completed all Remaining Work to the satisfaction of the District and delivered all maintenance and operating instructions, schedules, guarantees, warranties, bonds, certificates of inspection, marked-up record documents and other documents as required by the Contract, and after the District or Architect has indicated that the work is acceptable, Contractor may make application for final payment following the Payments Procedures for progress payments. The final application for payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers (satisfactory to the District) of all liens arising out of or filed in connection with the work on the project.

(f) Final Payment and Acceptance. If the Architect determines that the work has been completed and the Contractor's other obligations under the Contract have been fulfilled, the Architect shall, within ten working days after receipt of the final application for payment, indicate in writing the Architect's recommendation of payment and present the application to District for payment. Thereupon the Architect shall prepare a Certificate of Final Completion. Otherwise, Architect shall return the application to Contractor indicating in writing the reasons for refusing to recommend final payment. Contractor shall make the corrections identified in the Architect's refusal to recommend final payment. Thirty days after presentation to District of the application and accompanying documentation, with the Architect's recommendation and notice of acceptability of the work, the amount recommended by Architect shall be come due and payable by District to Contractor.

5. LIQUIDATED DAMAGES

5.1 LIQUIDATED DAMAGES - SUBSTANTIAL COMPLETION

If the Contractor fails to complete this contract and this Work within the time fixed therefore, allowance being made for contingencies as provided herein, Contractor becomes liable to the Public Agency for all its loss and damage there from; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties' reasonable endeavor to estimate fair average compensation therefore, for each calendar day's delay in finishing said Work or Phase of Work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this Contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder. Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities.

5.2 LIQUIDATED DAMAGES-THE REMAINING WORK.

The Remaining Work, as such work is determined by the Public Agency or Public Agency's Representative, shall be completed within the Contract Time or any proper extension thereof granted by Public Agency. If the Contractor shall neglect, fail or refuse to complete the Remaining Work within the Contract Time or any proper extension thereof granted by the Public Agency, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay to the Public Agency the amount specified in the Contract, not as a penalty but as liquidated damages for the Remaining Work for each such breach of Contract set forth herein for each and every consecutive calendar day that the Contractor shall be in default after expiration of the Contract Time.

6. INTEGRATED DOCUMENTS

The plans, drawings and specifications and special provisions of the Public Agency's Invitation to Bid, and Contractor's accepted bid for this work are hereby incorporated into this Contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by the Public Agency.

7. PAYMENT

(a) For strict and literal fulfillment of these promises and conditions, and full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, except that in unit price contracts the payment shall be for finished quantities at unit bid prices.

(b) On or about the first day of each calendar month, the Contractor shall submit to the Public Agency a verified application for payment, supported by a statement showing all materials actually installed during the preceding month, the labor expended thereon, and the cost thereof; whereupon, after checking, the Public Agency shall issue to Contractor a certificate for the amount determined to be due, minus five (5%) percent thereof pursuant to the Public Agency's General Terms and Conditions, but not until defective work and materials have been removed, replaced and made good.

8. PAYMENTS WITHHELD

(a) The Public Agency or its agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:

(1) Defective work not remedied, or work not completed, or
(2) Claims filed or reasonable evidence indicating probable filing, or
(3) Failure to properly pay subcontractors or for material or labor, or
(4) Reasonable doubt that the work can be completed for the balance then unpaid, or
(5) Damage to another contractor, or
(6) Damage to the Public Agency, other than damage due to delays.

(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

(c) Thirty-five (35) calendar days after Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the Contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

9. INSURANCE

The District has elected to implement an Owner Controlled Insurance Program ("OCIP"). The OCIP will be primary to other valid and collectable insurance for the owner and enrolled parties in the program. The OCIP will provide Workers' Compensation, Employer's Liability, General & Excess Liability, Contractor's Pollution Liability, and Builder's Risk insurance for all Enrolled Contractors (and their Enrolled Subcontractors of every tier) and other designated parties for work performed at the Project Site. The Owner agrees to pay all premiums associated with the OCIP, unless otherwise stated and the contractor agrees to remove all insurance cost from its bid; as it relates to the coverages provided under the OCIP. 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 00 73 16 of the Supplementary Conditions. Please refer to the Supplementary Conditions Section 00 73 16 for eligibility and all insurance requirements.

10. BONDS

Bond Requirements: Prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the Public Agency, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Public Agency. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the Public Agency may terminate the Contract for cause.

On signing this contract, Contractor shall deliver to Public Agency for approval good and sufficient bonds with sureties, in amount(s), specified in the specifications or special provisions, guaranteeing faithful performance of this contract and payment for all labor and materials hereunder.

11. FAILURE TO PERFORM

If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workers to complete this agreement and work as provided herein, for a period of ten days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

12. LAWS APPLY: General

Both parties recognize the applicability of various federal, state and local laws and regulations, especially Chapter 1 of Part 7 of the California Labor Code (beginning with Section 1720, and including Sections 1735, 1777.5, 1777.6, forbidding discrimination) and intend that this agreement complies therewith. The parties specifically stipulate that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1775, 1776, and 1813, concerning prevailing wages and hours, shall apply to this agreement as though fully stipulated herein.

13. SUBCONTRACTORS

Public Contract Code Sections 4100-4113 are incorporated herein.

14. WAGE RATES

(a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, specified in the call for bids for this work and are on file with the Public Agency, and are hereby incorporated herein.

(b) This schedule of wages is based on a working day of eight (8) hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rage is proportionately reduced, but the hourly rate remains as stated.

(c) The Contractor, and all subcontractors, must pay at least these rates to all persons on this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the contractor shall immediately notify the Public Agency which shall promptly determine the prevailing wage rate therefore and furnish the Contractor with the minimum rate based thereon, which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

15. HOURS OF LABOR

Eight hours of labor in one calendar day constitutes a legal day's work, and no worker employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

16. APPRENTICES

Properly indentured apprentices may be employed on this work in accordance with Labor Code Sections 1777.5 and 1777.6, forbidding discrimination.

17. PREFERENCE FOR MATERIALS

The Public Agency desires to promote the industries and economy of Yolo County, and the Contractor therefore promises to use the products, workers, laborers and mechanics of this County in every case where the price, fitness and quality are at least equal.

18. ASSIGNMENT

This agreement binds the heirs, successors, assigns, and representatives of the Contractor; but Contractor cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

19. NO WAIVER BY PUBLIC AGENCY

Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of this contract, or acceptance of the whole or any part of said work and/or materials, or payments therefore, or any combination of these acts, shall not relieve the Contractor of Contractor's obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby stopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

20. HOLD HARMLESS AND INDEMNITY

(a) Contractor promises to and shall hold harmless and indemnify from the liabilities as defined in this section.

(b) The indemnities benefited and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents and employees.

(c) The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, including personal injury, death, property

damage, inverse condemnation, or any combination of these, regardless of whether or not such liability, claim or damage was unforeseeable at any time before the Public Agency approved the improvement plan or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

(d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the contractor, subcontractor(s), or any officer(s), agent(s), or employee(s) of one or more of them.

(e) Non-conditions: The promise and agreement in this section is not conditioned or dependent on whether or not any Indemnities has prepared, supplied, or approved any plan(s), drawing(s), specifications(s) or special provision(s) in connection with this work, has insurance or other indemnification covering any of these matters, or that the alleged damage resulted partly from any negligent or willful misconduct of any Indemnities.

21. EXCAVATION

Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

22. GOVERNMENT CODE SECTION 10532

Contractor shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under the contract.

23. WARRANTY

(a) In addition to any other warranties or guaranties in the Contract Documents, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) (This warranty shall continue for a period of 1 year from the date of final acceptance of the Work, unless otherwise provided or extended in the Contract Documents. If the District takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the District takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to District-owned or controlled real or personal property, when that damage is the result of—

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year or as otherwise provided or extended from the date of repair or replacement.

(e) The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the District shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall—

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the District, if directed by the District; and

(3) Enforce all warranties for the benefit of the District, if directed by the District.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the District may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the District nor for the repair of any damage that results from any defect in District-furnished material or design.

(j) This warranty shall not limit the District's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

24. <u>CONSEQUENTIAL DAMAGES</u>

The Contractor and Public Agency waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:

(a) Damages incurred by the Public Agency for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

(b) Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Nothing contained in this subparagraph shall be deemed to preclude an award of liquidated direct damages, when applicable, in accordance with the requirements of the Contract Documents.

25. HAZARDOUS MATERIALS

(a) If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos, lead or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Public Agency in writing.

(b) The Public Agency shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. The Public Agency shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written notification from the Public Agency and Contractor. The Contract Time shall be extended appropriately.

26. SAFETY

(a) **Safety Programs.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor's safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs. Prior to commencement of Work, the Contractor shall meet with the Assistant Director of Maintenance and Operations, the Lead Groundskeeper, Project Manager, and Construction Manager to review Contractor’s safety precautions and implementation of safety programs during the Work.

(b) **Safety Precautions.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and (iii) other property or items at the site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall take adequate precautions and measures to protect existing roads, sidewalks, curbs, pavement, utilities, adjoining property and improvements thereon (including without limitation, protection from settlement or loss of lateral support) and to avoid damage thereto. Without adjustment of the Contract Price or the Contract Time, the Contractor shall repair, replace or restore any damage or destruction of the foregoing items as a result of performance or installation of the Work.

(c) **Safety Signs, Barricades.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities. The project boundary shall have a temporary construction fence or a temporary plastic orange or red construction barrier fence installed with stakes or delineators with appropriate danger signs.

(d) **Safety Notices.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall give or post all notices required by applicable law and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

27. PROJECT STABILIZATION AGREEMENT (Not Applicable)

28. SIGNATURES AND ACKNOWLEDGEMENT

Public Agency, By: _____
Kuldeep Kaur, Vice Chancellor of Administrative Services

_____
David Willis, Director of Facilities Planning, M & O

Note to Contractor: (1) Execute acknowledgement form below, and (2) if a corporation, affix Corporate Seal.

Contractor, hereby also acknowledging awareness of and compliance with Labor Code S1861 concerning Worker's Compensation Law.

Contractor:

By: _____ (CORPORATE SEAL)
(Designate Official Capacity – **COMPANY NAME)**

_____
Print NAME and TITLE

_____ _____
License Number Federal ID Number

NOTARY PUBLIC

==========

State of California)ss. ACKNOWLEDGEMENT (By Corporation, Partnership or Individual)
County of Yolo)

The person(s) signing above for Contractor, known to me in individual and business capacity as stated, personally appeared before me today and acknowledged that he/she/they executed it and that the corporation or partnership named above executed it.

Dated: _____

_____ (NOTARIAL SEAL)

END OF SECTION 00 52 00

SECTION 00 54 36

BUILDING INFORMATION MODELING (BIM) EXHIBIT

1. General

The contractor shall create a construction models that shall be used for the coordination of all trades. The contractor shall be responsible for providing accurate as built information on a timely manner for the duration of the project. Contractor will be allowed to use a design model as a reference. The design intent model is only for reference purposes and the Revit electronic model file cannot be used as the basis for the construction model either through copying and pasting Revit objects or by renaming the Revit file name. The design model will contain the Revit objects and floor plan and elevation views but will not contain sheets, sections views, and detail(annotation) views. It is expected that the contractor will create these BIM elements as part of creating the construction model.

Construction model is to be created new from the construction documents, shop drawing models, fabrication models, and any coordination model. At a minimum once a week during construction the updated construction model will be published and posted to the BIM 360 Glue Site. The contractor shall be responsible for providing and maintaining the BIM 360 Glue site for the duration of the construction and closeout of the project. However, the District shall have administrative rights to the BIM 360 Glue site.

Contractor will provide a total (5) five licenses of BIM 360 Glue for use by the District, the Construction Manager and the Design Team members. The licenses are to be provided within 15 days of Contractor award. The licenses will remain active for the entire duration of the project and for an additional six months after Final Acceptance of the building. Contractor will provide all needed Revit, Navisworks and BIM 360 Glue licenses for their own forces as well as for subcontractors.

2. BIM Execution Plan

The Contractor shall review the Design team's BIM execution plan and submit questions within thirty (30) days of contract award. The design team and the District shall review and respond to the request within (14) days of submittal.

Contractor will submit an outline of the Construction BIM Execution Plan within (15) days of contractor award. Within (45) days of contractor award the Contractor will submit the Construction BIM Execution Plan. The format and scope of the Construction BIM Execution Plan will be similar to the Design Team's BIM Execution Plan but will contain information specific to creating construction models and will confirm the BIM requirements listed in Section 00 54 36. The design team and the District shall review and respond with any comments to the submitted Construction BIM Execution Plan within (14) days of submittal.

Within (10) days of the Construction BIM Execution Plan being accepted the Contractor will hold a Construction BIM Execution Plan Kick Off Meeting. All key subcontractors, the Contractor's BIM Manager, Architect, Construction Manager and the District will be invited

to the meeting. The purpose of the meeting will be to review the Construction BIM Execution Plan.

3. Collision Reports

The Contractor is to use Navisworks Manage software for collision reporting. Collision reports from Navisworks should be published weekly in a standard XML, HTML, or Text format as created by Navisworks. These reports shall include the following information at a minimum:

- Description of Collision Report
- Date of Collision Report Run
- List of all Collisions detected, their status, and their proposed solution.

All Navisworks collision information will be uploaded to the BIM 360 Glue Site. At the Contractor's option the Contractor can use BIM 360 Glue for collision reporting if in certain situations it is more suitable or expedient than Navisworks.

4. Concurrent As-Builts

General

The contractor shall submit a plan to the District for review, prior to the start of construction that outlines the process for concurrent as-built documentation. Concurrency is mandated. Methods for recording as-built information are left to the discretion of the contractor. Potential options include traditional methods, and/or periodic laser scanning of completed or partially completed primary systems coordinated with the sequence of construction. Primary systems include, but may not be limited to: structural framing, primary HVAC duct runs, primary fire protection main runs, primary electrical conduits (larger than ¾" diameter), and ceiling grids layouts. This information should also be included in the Construction BIM Execution Plan.

5. Scheduling

The sequence of concurrent as-builts shall be recorded in the contractor's project schedule as a line item event.

6. Commissioning Requirements

Commissioning data including but not limited to design intent, performance criteria and operations data shall be recorded and/or linked to the BIM Compliant model as commissioning occurs throughout the project. Commissioning requirements shall be coordinated with the requirements noted in the construction documents. It shall be the contractor's responsibility to coordinate the information sources and integrate this information into the BIM Compliant model for transfer at the completion of the project.

7. Terminology

As-Built Documents

As-built documents are the collection of paper drawings or electronic drawings that typically reside in the contractor's onsite trailer that contain mark-ups, annotations,

and comments about changes that have been made to the contract documents during the construction phase.

As-Built Model

Design Intent Models that have been updated throughout the construction process. These changes and updates have been communicated from the Contractor to the Design Team through the comments, annotations, and mark-ups from the As-Built Documents. These typically, but not always, are discipline specific models.

BIM Execution Plan (BEP)

A plan that is created from Design BIM Execution Plan. The BEP helps to define roles and responsibilities within a project team.

Critical Path Modeling

Critical Path Modeling Is a method of demonstrating Integrated Project Delivery. It sets a plan within the design team that accounts for the activities of each discipline and how they interact with each other. It builds upon a critical path method for those activities, and allows the project team to schedule a complete project.

Design Team

The Design Team is considered to be the Architect and all of the consultants that provide design services for a project. These design services can be rendered at any time during the project.

.***DWF*** is a file type that was developed by Autodesk to be locked file for drawing sheets and model data. It can be used as a file transfer for estimating data, markups, and other third-party software. It can be a combination of 3D and 2D information within the same file.

.DWG is a native AutoCAD file format. It is a widely used file format for exchanging drawing information and 3D information to different programs. While not a database file type, it still has lots of uses for exchanging information.

.***GBxml*** file is a Green Building file type. It is used to run simulations through energy modeling software. It is a widely accepted file format for those types of software.

LEED

The Leadership in Energy and Environmental Design (LEED) Green Building Rating System is a suite of standards for environmentally sustainable construction. Based on a point system, a building can achieve different ratings based on the performance of the design, construction, and operation of the building.

Navisworks

Navisworks is software that allows for the viewing of multiple model formats. This ability to "view" these files also allows for Navisworks to simulate the interaction between model files. That includes collision reporting, time lining, and coordination.

.***NWC*** file is a Navisworks Cache File that is used by Navisworks to quickly read many other file types. All linked files in Navisworks have an .NWC file created automatically. In

addition, Revit will export directly to the very small file type of .NWC for quick access by Navisworks.

.NWD A much larger file than the ***.NWC***, the ***.NWD*** file shows a snapshot in time of Navisworks file. No linked files exist but all geometry is included.

.NWF file is a native Navisworks file which has all linked files, clashes, markups, animations, schedules, etc.

Record Drawing

The production of Record Drawings is the capturing of the As-Built Document's annotation, comments, and mark-ups in a drawing format only. This does not typically include the updating of any models.

.RVT

An ***.RVT*** file is a native REVIT file type. It is also the deliverable file format for all projects. This includes all of the Design Team's models.

8. Project Closeout

1. As part of the closeout process the Contractor will submit the following to the District:
    a. Scanned Field Set Drawings – As-Builts (.tif format)
    b. O&M Manuals (paper/.pdf/excel format)
    c. Coordination Models in their native file format

9. Contractor's Key BIM Personnel

1. The Contractor must have a BIM Manager on staff with at least 3 years of proven construction coordination experience with projects similar in size a scope to District project. Submit the BIM Managers resume at the same time of the Contractor's Project Manager or Superintendent. The BIM Manager's responsibilities include, but are not limited to the following as well as Sub-Section 10 below:
    d. Lead the BIM Construction Coordination Team and be the main point of contact for the coordination process.
    e. Ensure all BIM Construction Team Members follow the requirements of the District's BIM Guidelines and the Contractor's BIM Execution Plan.
    f. Ensure the BIMs are of optimum quality and appropriate level of development (LOD) for the current BIM Coordination activities.
    g. Make sure all models from all disciplines are uploaded according to the BIM Coordination Schedule on time and in the correct file formats.
    h. Assemble all discipline's BIMs into a Consolidated Model for coordination.
    i. Maintain the master Construction BIM coordination files with all disciplines integrated on a BIM Collaboration Server.
    j. Provide regular Clash Reporting for BIM Construction Team members and other project stakeholders to review.
    k. Deliver a clash-free fully coordinated Consolidated BIM Model.
    l. Have a solid working knowledge of AEC BIM collaboration software and any other software tools to be used for BIM and model checking.

m. Serve as the Point of Contact for all internal and external BIM's with District and the Design Team.
n. Have pro-active approach to problem solving and ensuring that everyone has what they need when they need it.

10. Construction Roles and Responsibilities

10.1 Roles

10.1.1. BIM Manager: BIM Manager for Contractor

1. Management and implementation of the BIM Coordination process.

2. Administer access to BIM and the tools used to facilitate the coordination process.

3. Identify major coordination issues through the use of clash detection.

4. Provide markups of the model within the coordination tool.

5. Facilitate team in resolving issues by offering solutions to conflicts.

6. Assist the team with clashes that could not be resolved in trade-to-trade coordination.

7. Create sign-off files and narratives.

8. Provide extensive support as it relates to software and workflow.

10.1.2. Trade Coordinator: Each trade shall have a lead contact and decision maker who will be required to attend coordination meetings.

1. Make decisions for movements in coordination to resolve clashes.

2. Verify that components are modeled to the correct Level of Detail (LOD) and match submittal data.

3. Run independent clash detection within the collaborative software chosen by Contractor after each daily update.

4. Create markups to be reviewed during coordination meetings, and communicate with other trades in an attempt to resolve the markups.

5. Evaluate constructability, sequencing, installation requirements, and means and methods of systems that are considered and incorporated in the model effort during coordination.

6. Ultimately responsible for making sure models are being uploaded on time and are complete.

7. Ensure uploads are completed on time, as requested by BIM Manager.

8. Provide shop drawings for sign off of each phase of BIM.

9. Provide equipment submittals and/or cut sheets when requested.

10. Ensure that the standards listed in this document are met before each upload.

10.1.3. Trade Modeler: Main modeler for each respective trade (responsibilities may be merged with Trade Coordinator).

1. Modeling of trade systems and components.

2. Required to attend coordination meetings as needed.

3. Coordinate adjustments to the model to resolve clashes.

4. Upload models daily and when requested by BIM Manager or Trade Coordinator

5. Provide quality control of responsible models to be used in BIM.

11. Construction Models and Development

This BIM is known as the "Construction Model". It includes models provided by of the subcontractors, which will be managed and kept current by the Contractor through the lifecycle of the project with all resolved constructability issues, Change Orders and RFI's for the record set. The construction models are to be developed with fabrication software. There should not be a conversion process from construction to fabrication unless agreed upon by the contractor. This is to avoid problems with the conversion as well as identify constructability issues within the design during the population process of each model.

Naming Convention

11.1.1. File Naming

1. Typical Syntax (for projects with one package of contract documents): ProjectName-Discipline-Building.Level.file.type. Include proposed file naming in the BIM Execution Plan.

A. All caps, single dashes, no underscores, no spaces, no dates, no project numbers.

B. The internal file name is the same name uploaded to BIM 360 Glue.

11.1.2. Layer or Workset Naming

1. Layers should be descriptive of the elements they contain:

A. For Example: PL-DCW-Valves = Plumbing – Domestic Cold Water – Valves

B. For Example: PL-DCW-Valves-Clear = Plumbing – Domestic Cold Water – Valves – Clearances

11.1.3. Object naming

1. Any element or component name within a model shall reflect the component or system installed

2. For Example: A block modeled to represent an AHU should have the AHU number associated with it in the naming convention (AHU1).

2. Modeling Standards

11.2.1. Project Origin

1. The civil Engineer will provide Control Points to be used by the Design team as a reference for developing the project gridlines and setting the survey point and base point in Revit for the project.

2. The project origin (X,Y,Z) will be defined in the Architectural Design Intent Model. Usually, this will be located at one corner of the property line boundary.

3. It is the Architect responsibility to verify the accuracy of the coordinates and to provide a grid intersection at 0,0,0 for all other team members.

11.2.2. Worksets / Layers

1. All Revit models will be “shared projects” (worksets enabled).

2. An existing model shall be an exception to this standard.

11.2.3. Levels & Grids

1. All Levels and Grids must be “Copy-Monitored” from the architectural model, and remain “Monitored” throughout the project.

2. All Levels and Grids must be located on the “Shared Levels and Grids” workset / layers. This allows other project participants to easily hide the grids from linked models.

11.2.4. Model Sharing

1. Tool

A. The project will be using BIM 360 Glue to facilitate and coordinate the models produced.

B. BIM 360 Glue will host all of the most current and design models from each participating discipline.

2. Folder Structure and models

A. See appendix “A” for file folder structure

B. The naming of the models uploaded to the corresponding discipline folder shall stay consistent

C. The location shall be verified after each upload. See appendix “H” for upload workflow

11.2.5. Reference Levels

1. All objects should be placed on the correct reference level or floor level

2. If objects are elevated above reference levels, they should be referenced from the proper elevation callout. This ensures proper collaboration and integration of the BIM with the project team and their respected software.

11.2.6. Object Heights

1. All objects modeled should fall within the proper reference levels. For example, walls, both exterior and interior functioning, should be modeled to begin at floor height and continue only to the elevation reference line directly above.

11.2.7. DO NOT MODEL OBJECTS TWICE

1. One exception may be when a vertical pipe is passing floor to floor, it is beneficial to verify that the location below matches the location above

11.2.8. Analytical Objects

1. All referenced objects that do not pertain to the model it is located within should be excluded from uploads

2. Use Xref’s or links to eliminate having to clean the model at every point of upload

11.2.9. Purging Models

1. When uploading or sharing a model, there should not be any of the following:

A. floating objects

B. objects that do not pertain to the model

C. layers that do not contain any components

11.2.10. Object Types

1. Floors

A. All floors should be modeled at the right reference plane to ensure proper dimensioning and takeoff.

B. Shafts and vertical opening should be used to cut voids through horizontal planes. Editing the face of each wall should be discouraged unless reasoning dictates the cut should be made.

C. Floor thickness should reflect the slab and deck total thickness

2. Walls

A. Types

11.2.10.2.A.1 Basic Walls - used to define architecture scope of interior and exterior walls. Structural Walls - used by the structural team to define shear walls and structural bearing walls.

11.2.10.2.A.2 Curtain Wall Systems - exterior wall systems used to define assemblies that extend in heights above 9’-0”.

11.2.10.2.A.3 Exterior Glazed Wall Systems - glass wall assembly systems

11.2.10.2.A.4 Storefront Systems - glass wall assembly systems that are between 7’-0” to 9’-0”.

11.2.10.2.A.5 Window Systems – glass window assembly systems that are between 7’-0” or less.

11.2.10.2.A.6 Fire Rated Walls – used to define the fire barrier within the wall

11.2.10.2.A.7 Shaft Walls – Used to define the shaft wall condition

11.2.10.2.A.8 By choosing the proper wall type, the team can ensure that all assembly codes and data information attached to each object will be correct.

11.2.10.2.A.9 All objects modeled should fall within the proper reference levels. Walls, both exterior and interior functioning, should be modeled to begin at floor height and continue only to the elevation reference line directly above

11.2.10.2.A.10 Wall and Openings by Face should be utilized to cut voids through the vertical faces of wall assemblies. An “edit profile” command can be used if necessary, or if the “Wall Openings” and “Openings by Face” commands cannot create the desired object effect.

B. Object Description vs. Modeling/Drawings

C. All descriptions given to the object must match the objects parameters/ data

D. Example: a description of a column footing will say “F7” to indicate a 7’-0” x 7’-0” x 3’-6” footing; the footing must be drawn/modeled to the description. This will ensure that all objects are correct in the BIM and be able to help the project team coordinate other systems that may run close to said objects.

E. Example: a description of a partition wall that terminates 6” above the ceiling plane. The wall should be drawn to terminate above the ceiling plane (wall height will be determined by Design Project Team).

11.2.11.Object Information Input

1. Object Function

A. Choose the function of the wall from the following categories using Uniformed codes: Interior

11.2.11.1.A.1 Exterior

11.2.11.1.A.2 Foundation

11.2.11.1.A.3 Retaining

11.2.11.1.A.4 Core-Shaft

11.2.11.1.A.5 Soffit B. Choose the proper category for equipment such as:

11.2.11.1.B.1 Mechanical Equipment

11.2.11.1.B.2 Electrical Equipment

11.2.11.1.B.3 Fire Protection Equipment

11.2.11.1.B.4 Plumbing Equipment

11.2.11.1.B.5 Plumbing Fixtures

11.2.11.1.B.6 Electrical Fixtures

2. Data Integration

A. At a minimum, all information found on the stamped Record Set of 2D drawings is to be integrated. These fields are to include all information commonly found as (but not limited to):

Notes, Schedules*, Type Mark, Description, Detail, Nameplate Data, Key Notes, Sheet Notes, SOO, Specific Nameplate Data.

11.2.11.2.A.1 Fully Developed Schedules* to include, but not limited to this sample set:

11.2.11.2.A.1.1 Lighting

11.2.11.2.A.1.2 Doors – full detail and ratings, assembly

11.2.11.2.A.1.3 Equipment – nameplate data set

11.2.11.2.A.1.4 Fire Alarm

11.2.11.2.A.1.5 Flow and control diagrams – locations, control points, notes

11.2.11.2.A.1.6 HVAC

11.2.11.2.A.1.7 Plumbing fixture schedule - associated data fields, notes

11.2.11.2.A.1.8 Plumbing systems components schedule DWV – detail, notes

11.2.11.2.A.1.9 Mechanical ventilation compliance – room name, number, type designation, air balance, ACH, exhaust, supply, volume, transfer, ceiling height, balance to corridor, etc.

11.2.11.2.A.1.10 Electrical Distribution

11.2.11.2.A.1.11 Panel schedules – panel full detail, system branch, isolation, service locations, load, feeder, voltage, etc.

11.2.11.2.A.1.12 Partition, Area Separation, and similar Rated Assemblies

B. All equipment (pumps, AHU, FCU, boilers, etc.) must include manufacturer specific information, within the model, and field verified for accurate representation in the model. Refer to LOD matrix Attachment #1 for more information.

C. All systems that are non-accessible must be field verified for location.

D. All items that have room number attributes shall have place holder for a second room number.

11.2.12. Logistics

1. All BIM Construction Team members involved in the construction model coordination process shall cooperate and compromise with one another to develop combined solutions that achieve the project's goals and overall design intent.

2. As previously mentioned, the architectural, Structural and MEP design work will be made available with Revit 2018. ,respectively, and/or other details provided in 2D format. These backgrounds / models can be utilized by the subcontractors in the 2D and/or 3D environment. These construction models will be further detailed by the responsible subcontractors.

3. While populating, each trade should be in conversation with the trades around them.

4. Coordination outside of the BIM meetings will be required for items such as, but not limited to, housekeeping pads, IT equipment, and small conflicts between 2 trades.

11.2.13 Scheduling

1. Contractor will develop a modeling/coordination schedule that will align with the overall construction schedule. Contractor will be required to maintain this schedule so that the modeling/coordination schedule and the overall construction schedule are maintained.

11.2.14. Coordination Concept

1. Construction Coordination

A. Clash Detection

11.2.14.1.A.1 Software will analyze the BIM for physical interferences (clashes) between building systems and components. Construction level clash detection results in a reduction of field conflict, RFI's, and change orders. Coordination with off-site prefabricated components is improved. Construction helps avoid budget and schedule conflicts

B. Clearance Checking

11.2.14.1.B.1 It is accomplished by adding a clearance element, on a separate layer, to the model that requires a clearance. Modeling and clashing equipment clearances helps identify access, installation and code related clearances for facilities management and maintenance.

C. Clash Resolution

11.2.14.1.C.1 Conflicts found during clash detection need to be resolved within the fabrication BIM authoring platform in order to be incorporated into shop drawings. Virtually solving the issue ahead of time avoids costly errors and revisions as well as schedule impacts and occupancy delays

D. Coordination Sign-Off

11.2.14.1.D.1 After construction coordination is complete, a set of 2D and 3D coordination drawings are to be created with the BIM Construction Team and Architect submittal review.

11.2.15.Modeling Requirements

1. General Requirements

A. Model clearance requirements - Areas which must remain clear for code or service consideration including but not limited to insulation, monokote, equipment, access clearance around piping or other systems requiring a code specific clearance. All in-wall system equipment and devices to be modeled.

B. Model wall and ceiling access doors where required.

C. Model working area around J-boxes, panels, etc.

D. Model working area around A/V equipment.

E. Model swing area around panel doors.

F. Elevated access zones are to be modeled from the top of the eqp. to the floor below.

G. Pre-fabrication - anything that will be pre-fabricated should be included in the BIM. This will ensure proper spacing and connections.

H. Supports/ seismic braces will be required in the BIM.

I. Model all in wall or surface mounted devices and or equipment

2. Architectural Model

A. Wall thickness and height - required for routing main utilities, locating VAV boxes, identifying priority wall framing, wall penetrations, fire stopping.

B. Walls, slabs, Doors, Interior Windows, and signage.

C. Hard ceilings and soffits - required for identifying structural integration and clearances, HVAC diffuser locations, electrical fixture locations, and routing of utilities.

D. Suspended acoustical ceilings - required for identifying structural integration and clearances, HVAC diffuser locations, electrical fixture locations, and routing of utilities.

E. Exterior walls and storefronts - required for identifying the location of rain water leaders.

F. Shaft/Chase walls - required for identifying the correct locations of plumbing vents and HVAC shafts.

G. Architectural features requiring utilities - required for mechanical routing.

H. Architectural features in mechanical spaces - required for mechanical routing.

3. Cold Steel Framing Model

A. Top and bottom track, kickers, and zclips to be used for coordination.

B. Framing/block-outs for MEP trades as needed.

C. Door framing and headers.

D. Head of wall conditions.

E. Any no-fly zones required for installation or representation of an object.

4. Structural Model

A. Beams and columns - required for coordinating above ceiling MEP/FP utilities.

B. Braces and gusset plates - required for coordinating above ceiling MEP/FP utilities.

C. Miscellaneous supports - required for coordinating above ceiling MEP/FP utilities.

D. External wall framing connections - required for coordinating with MEP/FP and Architectural trades.

E. Beams penetrations - required for coordinating above ceiling MEP/FP utilities.

F. Decking layout, Bent plates, and deck closures.

G. Base isolators with required clearances and access paths for removal

H. Lateral dampers along with required clearances.

5. HVAC Model

A. CAV's/VAV's/Phoenix Valves/FCU's/Humidifiers/AHU's or any other mechanical equipment and the associated access or code related clearance.

B. Valve train components and associated access or code related clearance.

C. Medium pressure duct and SMACNA required reinforcement and supports - required for coordination and routing of other trades.

D. Low-pressure duct and SMACNA required reinforcement and supports - required for coordination and routing of other trades.

E. Shaft locations and supports- required for coordination and routing of other trades and for locating smoke dampers, etc.

F. Fire smoke dampers - required in coordination, especially if walls are also provided in the model.

G. Flex ducts - required for showing how low-pressure ducts connect to the diffusers.

H. Diffuser locations and sizes - required for coordination of finish utilities with the other fixtures in a room (like electrical fixtures, etc.).

I. SMACNA required reinforcement and supports - Hangers and seismic bracing - required for coordination and routing of other trades and for inserting the deck correctly before installation begins.

J. HVAC piping to VAV and CAV boxes - required for coordination and routing of other trades.

K. All equipment and clearance plus access zones- required for coordination and routing of other trades (can be drawn as 3D blocks with accurate connection points).

L. CAV & VAV Boxes including all access zones required for maintenance.

M. Motors and access to motors/thermal resets, disconnect switches, and Damper access doors.

N. Insulation

O. Structural equipment pads

P. Access zones, no Fly zone (Radiant tubing areas).

Q. Wall and ceiling access doors (access zones shown above and below).

6. Mechanical Piping

A. All ½” piping required for building system function

B. All insulation required

C. All equipment and housekeeping pads

D. All Valves

E. High point vents, drains, low point valves, etc.

F. Hangers and seismic bracing - required for coordination and routing of other trades and for inserting the deck correctly before installation begins.

G. Seismic joints and movement clearances

H. Access and clearance zones required

I. Wall and ceiling access doors (access zones shown above and below).

7. Electrical Model—include under slab electrical and low voltage

A. All Conduit or bundles of wiring adding up to 1 1/2” in diameter and above are to be modeled. All homerun conduits from panel to homerun junction box will be modeled.

B. Feeder conduit - required for coordination with other trades.

C. Junction boxes associated with modeled devices or conduit homeruns required for coordination with other trades.

D. Lighting fixtures - required for coordination with other trades and finish utilities like ceiling grid, sprinkler heads, HVAC diffusers and specialty lighting.

E. Lighting supports and seismic required for architectural lighting that exceeds 20lbs. - required for routing and coordination of other trades.

F. Cable trays and supports - required for coordination with other trades.

G. Trapeze pathways for home runs - required for coordination.

H. Outlets and switch locations in rooms - Architectural model determines locations.

I. Hangers and seismic bracing associated with conduit home runs, large feeder runs, or trapeze pathways- required for coordination with other trades and for inserting the deck.

J. Equipment panels - required for coordinating with wall framing to determine backing, etc.

K. Electrical rooms - required for coordination with wall framing and other trades.

L. Fire alarm devices and equipment only - required for coordination with other trades.

M. Wall devices that could impact in-wall coordination.

N. Structural equipment pads

O. Access zones

P. Wall and ceiling access doors (access zones shown above and below).

8. Plumbing Model—including under slab plumbing.

A. All piping ½” and greater along with any valves are to be modeled.

B. Plumbing fixtures including trap primers- required for coordination with other trades.

C. Graded cast iron pipe lines - required for coordination with other trades.

D. Waste and vent lines - required for coordination with other trades and with architectural walls and shafts.

E. Cold and hot water piping including valves- required for coordination with other trades.

F. Gas piping and gas mains including valves, ZVB’s, headwalls, etc. - required for coordination with other trades.

G. Piping to associated equipment

H. Hangers and seismic bracing -required for coordination with other trades and for inserting before installation.

I. Boiler and other equipment -required for coordination (can be drawn as 3d blocks with accurate connection points).

J. Specialty piping -required for coordination with other trades

K. Structural equipment pads

L. Insulation

M. Access zones

N. Wall and ceiling access doors (access zones shown above and below).

9. Sprinkler Model

A. All piping ½” and associated valves or equipment greater are to be modeled.

B. Sprinkler mains and branches - required for coordination with other trades.

C. Sprinkler head drops –required for coordination with finish utilities like electrical lighting, diffusers, etc. Avoid using elements that are nonmanipulatable for connection to heads.

D. Sprinkler pipes - required for coordination with other trades.

E. Hangers -required for coordination with other trades.

F. Seismic bracing.

G. Clearance zones.

H. Access zones.

I. Wall and ceiling access doors (access zones shown above and below).

10. A/V Model

A. All Conduit or bundles of wiring adding up to 1” in diameter and above are to be modeled

B. Rough-in of ceiling support locations

C. Project light paths - useful to ensure proper viewing of projector image.

D. Cable tray -required if an extra tray is used for A/V.

11. Controls

A. Wall mounted panels, terminal cabinets, in-line devices and other equipment including all clearances and access zones

B. All conduit required for coordination

12. Site Utilities

A. All systems 3/4” and greater

B. All fittings, valves, reinforcements, manholes, pumps or other eqp.

C. All clearances and access zones

13. Equipment

A. All Equipment that may affect the design or dimensions of a room

B. All point of connections

C. Access zones

D. Seismic bracing

11.2.16.Coordination Prioritization

1. The Construction coordination process will not interfere with the construction schedule. This Construction Coordination timing is critical so the team can receive approvals required prior to the first construction deck activity.

A. HVAC and Plumbing contractors will need to procure pipe anchor embeds to meet early concrete work as indicated in the schedule.

B. HVAC and Plumbing contractors will need to obtain approval on the seismic joints early in order to model the final locations correctly that correlate with the anchor locations. M&P contractors will drive anchor wall heights depending on routing and seismic joint elevation limitations.

C. Early approvals of major AHU and FCU equipment to ensure model connection points of the approved product and included in model

D. It is critical to the coordination process that the trades that will require seismic engineering, engage their preferred engineer as early as award. It is suggested that the project team utilize the same engineer to avoid unnecessary conflicts and engage in a more efficient seismic layout.

11.2.17.BIM Team Scopes

1. During BIM Construction coordination, modeling scopes will be prioritized by the Contractor per the requirements of the contract documents and the Contractor's Coordination Schedule.

2. Subcontractors shall develop 3D fabrication model for coordination with sufficient level of detail for accurate coordination.

3. Shop drawings shall be produced from the models used for construction coordination.

4. In general, all work in scope shall be modeled in the 3D environment.

11.2.18.Model Ownership

1. During construction, major ownership of the Construction Model is held by the Contractor., and contracts with all model authors (i.e.: subcontractors, consultants, etc.). The model authors are individually responsible for the content and outcome from the use of their model in the BIM.

2. At project completion, the ownership is transferred to the Contra Costa County Community College District.

11.2.19.Infrastructure

1. Common Platform

A. The primary collaboration platform is BIM 360 Glue. Access to BIM 360 Glue will be provided to each participating party by the Contractor, Subcontractors may consider Navisworks as alternatives for those additional users if appropriate. Access to software must not impact the performance of any team members.

2. BIM File Sharing

A. BIM 360 Glue will be used for collaboration and file sharing, with access rights provided by the Contractor. and file sharing for miscellaneous use by the subcontractors.

3. Hardware / Equipment

A. All participants will be expected to provide all necessary computers, software, and peripherals with sufficient capacity to ensure a reliable work flow.

11.2.20.Process

1. Model Flow Summary

A. Model flow is an iterative process involving the Model Authors, Model Managers, and the common model communication platform is BIM 360 Glue for this project.

B. The model flow begins with a Model Author and the design intent which it is derived from (plans, specifications, and RFI responses, etc.). The Model Authors predominantly communicate directly with the common platform, calling on any other model which they need to coordinate with, review, or back check. They also speak through the Model Managers for the following reasons:

11.2.20.1.B.1 Issues requiring contractor Input

11.2.20.1.B.2 Cumbersome coordination items / multi-trade

11.2.20.1.B.3 Model QA / QC by management

2. Design changes and RFI's

A. As RFI's and CO's are distributed, it is each trades responsibility to review and implement the response into their model. A log that documents this implementation will be kept and maintained by each trade and provided to the Contractor upon request.

B. Distribution of this log will be required prior to any BIM coordination meeting.

11.2.21.Model Collaboration

1. Each of the sub-contractor disciplines has communications through the General Contractor.

2. Contractor will assist the project team in determining when their model / plans need to change due to coordination results. Contractor, will be able to manage these communications by receiving a copy of any email, file transfer, or other means to satisfy open communications and keeping managers “in the loop.”

3. BIM 360 Glue – Online Cloud-Based Collaboration tool.

4. It is strongly recommended to “Glue” on a regular basis (daily). Each participant does their own work and asked to share and correct their own model. It also recommended to visually inspecting each upload for quality that could impact other trades. BIM 360 Glue will automatically notify other parties and the Contractor’s BIM Manager.

5. Through BIM 360 Glue, Contractor’s BIM manager will be able to regularly (daily) monitor the coordination activities from each participant and how the activities were performed.

11.2.22. Process Flow

A. Detailing

11.2.22.1.A.1 Areas/zones for priority coordination are established by and scheduled by the Contractor. The schedule will direct the Team’s focus on a week-by-week basis.

11.2.22.1.A.2 The subcontractor references the applicable 2D and 3D data to conduct its modeling.

B. Coordination & Clash Detection Process

11.2.22.1.B.1 The subcontractor produces a fabrication model based on the information provided and uploads their own model to BIM 360 Glue for collaboration and clash detection.

11.2.22.1.B.2 Each subcontractor will be responsible for resolving clashes of their trade by collaborating and communicating outside of Clash detection meetings in order to reduce the amount of conflict prior to these meetings.

11.2.22.1.B.3 The first clash detection and resolution meeting is hosted by the Contractor who has reviewed the unresolved model clashes and saved each as a viewpoint prior to the meeting. Through the meeting, resolutions are assigned and recorded among the trades

11.2.22.1.B.4 This process is repeated, requiring trades to review updated models and coordinate around any newly discovered clashes caused by their work, other subcontractors’ work, and/or vendors until a given area is fully coordinated.

2. Coordination Expectations

A. It is expected that the trade contractors will perform QC checks for their discipline for completeness and design intent.

B. Each subcontractor shall be responsible for updating backgrounds and models with all approved Change Orders affecting them, constructability review items, and any RFI responses throughout the project. They shall also raise to the attention of the Contractor any previous construction model issues not updated within the current construction model.

C. The BIM process is suited to improve coordination of the design and construction process, as well as deliver improved information for facility management. Required files and documents will be uploaded to the Contractor's designated collaboration site. The Contractor and Sub-contractors are required to coordinate models between specialties to verify clearance, analyze conflicts/clashes and deliver quality documentation to reduce RFI and Change order submissions.

D. The subcontractor is required to understand and coordinate with the work of all other trades in the development of the 3D model. The subcontractor shall check and provide quality control over the work of their detailers, preferably by a foreman, so that their 3D model accurately represent the design intent as it will be exactly installed in the field to operate properly in a fully-integrated system that meets all building codes and the requirements of other jurisdictions and local agencies over this project (Fire Marshall, ADA,). Any deviation during installation should be notified by the trade responsible and approved by the Contractor and the Architect of Record.

E. If the Contractor or subcontractor lacks the in-house modeling, hardware and/or software to accurately generate the 3D Model, it may outsource this modeling effort to a 3rd party. Any 3rd party information should be included in the BIM Execution Plan.

F. It is recommended that the geometry from the BIM should be exported to total station or equal for an accurate, coordinated construction layout. This will increase efficiency in the layout of systems, reduce overall margin of error and ultimately preserve design intent during construction.

G. Project Drawings and required for construction will be extracted from this model. The final "As-built" model is what will be integrated to the District's facilities management programs.

H. Background creation for coordination must be produced by the trade that is in need of another trades background. This can be done by downloading said Revit model and exporting the necessary backgrounds or through model links.

12. Model Authors

1. Their internal modeling process for each trade is not described in the scope of this manual, but the collaboration process is as follows:

2. Contractor assigns action items to project team members during the subcontractor clash resolution meetings, and the viewpoints are sent to the relevant Model Author. PDF pen markups are also useful. A coordination meeting is held with the BIM Construction Team members in the days following, where the issues are viewed and resolved.

3. The Model Authors shall arrive at the meeting with an idea of how each of their clashes can be resolved. Each clash is discussed collaboratively, and action items are assigned and recorded.

4. The Model Author (or subcontractor(s) if assigned) makes the changes to their model and back checks against any newly-discovered clashes caused by this work or other changes that may be concurrent.

5. The model file is posted (Glued) to BIM 360 Glue daily and clashed daily.

6. BIM 360 Glue will automatically update the facilitated model with the model and it is the responsibility of the model author to review their model against the facilitated model for new or resolved clashes.

7. Responsible for providing the required information of all access requests of the model for BIM 360 Glue.

13. Data Management

1. Purpose

13.1.1. The objective of the data management guidelines is to establish the framework for the successful capture and management of normalized facility data in order to ensure an efficient migration into systems used for facilities management (FM).

13.1.2. As-builts are accurate and available in a file format that can support change management.

13.1.3. Data is properly normalized (no redundancies) to ensure efficient transition at handover to facility management.

2. Key Software Applications

13.2.1. BIM Applications (Revit 2018, BIM 360 Glue, Navisworks)

13.2.2. Construction coordination software (Navisworks, BIM360 Glue)

13.2.3. Project Management software (EADOC see section 01318)

3. A project designated as a "BIM Project" typically includes deliverables produced both in BIM and non-BIM Applications. For example, the architectural model may be produced in Revit, while mechanical and electrical models are produced in CAD based software. It is critical to set up proper data management procedures before the project is started to enable appropriate data collection and exchange regardless of how many applications are being used by the project delivery team.

4. The Construction BIM Team (including trades) will perform continuous collecting, entering, validating, updating and exporting design, construction data from/into BIM and other data sources. The BIM Construction Team should focus on how they will apply the following objectives of the data management process to ensure process efficiencies.

13.4.1. Capture data as it is created - eliminate redundant data collection efforts where possible;

13.4.2. Implement objective measure for quality control-provide transparent methods to review progress against deliverable requirements

5. The Process Data Management overview starts with the District providing a set of standard naming conventions for equipment, space designation/ zone naming policies, and a minimum set of required attributes for equipment, systems and zones. The BIM Construction Team uses the provided standards from the beginning to avoid renaming BIM objects or searching for missing attributes later in the project. It is required that the BIM Construction Team uses BIM applications for data assignments (not CAD) for all disciplines due to the data-oriented nature of BIM applications.

6. The Contractor sets up one or more milestones during construction to check data for accuracy. The required information to be checked at those milestones will be provided by the BIM Construction Team in advance. The District and Architect of Record reviews the provided models for data accuracy. If there are issues with the data, the model is returned to the BIM Construction Team for corrections.

7. When the Contractor reports that the BIM is ready for construction and the model matches the requirements, it is submitted to the Architect of Record. The Construction BIM Team uses the Construction Model to create shop drawings. The Construction BIM Team can use the design model for reference but does not have to rely on it, except for maintain the naming conventions and space assignments for objects. For example, if there is an object in the BIM with an Instance Name fields value equal to "FSD 25" and its Room Number field is equal to "2311" in the design model, then the construction model should also have an object with an

instance Name equal to “FSD 25” and its Room Number equal to “2311”, unless the object is moved or deleted. Construction BIM Team will maintain proper naming conventions in their models.

8. Data Management and integration – Additional data related information

13.8.1. For the purposes of using the model for maintenance management, if there are several MEP spaces in the same room (i.e. above ceiling, below floor), those spaces will be classified as one room, unless there is a plenum.

13.8.2. Plenums are defined as a separate space.

13.8.3. Rooms identified in the model, should have Room objects assigned to it.

13.8.4. Room boundaries should be properly connected. All spaces must be bounded by walls and floors. 13.8.5. The MEP model should have spaces mapped to the architectural model and all lifecycle-targeted MEP equipment should be assigned to spaces.

13.8.6. Zones (Revit areas) should be defined and each zone consists of spaces.

13.8.7. Every space has a name and a room number, including the roof if there is rooftop equipment. 13.8.8. All mechanical systems are defined (every element belongs to a system)-I.e. chilled water, hot water, etc.

14. Deliverables

1. The 2D conversion takes place after, or during, the process described in this document. The result of the collaborative, 3D-based construction coordination process is one with input and buy-in from many project participants. Each of the deliverables listed below shall have undergone review by each trade foreman and/or project manager for the following

14.1.1. Conformance with Project Drawings and Specifications.

14.1.2. 2D CAD, PDF, and native Revit (.rvt) files are required

1. Revit files will include the information that will be extracted for future facilities management uses.

2. The final products include:

14.2.1. Coordinated P.O.S. (Penetrations, Openings, & Sleeve) drawings which contain locations of any penetrating system through the slab, deck, roof or concrete wall.

14.2.2. Coordinated shaft drawings which contain dimensions of all deck openings as well as locations of all systems and equipment located with a shaft including supports and insulation.

14.2.3. Coordinated insert and point load drawings

14.2.4. Coordinated priority wall drawings

14.2.5. Coordinated equipment pad and layout drawings

14.2.6. Coordinated composite reflected ceiling plan which accurately shows all ceiling mounted devices and equipment.

14.2.7. Coordinated shop drawings

14.2.8. Reviewed and approved by the Architect of Record.

14.2.9. Coordinated native 3D models for construction fabrication and field installation.

14.2.10. Models of the project and set of drawings in PDF format showing locations of all concealed conditions, and the actual dimensions of all architectural, structural, mechanical, electrical, plumbing, security and fire protections elements, components, and systems.

14.2.11 Delivery of a model that locates construction elements to a reasonable proximity. Changes made during construction of more than a few inches from the design should be reflected in the model.

14.2.12 Tolerances of model. Models are to be accurate to +/-1” of Actual Size and Location for all concealed/hidden components

15. Model Maintenance

1. Each construction model author is responsible for maintaining their models through the construction coordination phase. For example: when RFI’s and Change Orders are issued impacting the location of walls and ceilings an updated construction model should be issued. RFI’s and changes impacting Finishes would not be issued as a model file. Any RFI’s and Change Orders affecting subcontractors require the model authors to update. All as built changes are also required to be updated.

2. Model maintenance also includes data filing for the Team. The guidelines for uploading files must be followed in order to prevent re-filing and to ensure archiving is preserved.

3. During the coordination periods, all participant of this process should make best efforts to keep their models up to date with all changes. These latest models will be distributed to the

MEP/FP, Exterior Envelope, drywall subcontractors on a weekly basis unless more frequent updates are needed.

16. Construction and the Model

1. Through the Construction Coordination phase, the BIM Construction Team has determined the most effective scopes of the project to be modeled and the level of detail therein. All systems are fully coordinated as agreed to by the BIM Construction Team. When this detailed preplanning translates into the physical construction, any arising issues are resolved by using the model in the field. However, when discrepancies exist between the 2D and the model, 2D documents take precedence with consideration of the approved federated model. he physical construction, any arising issues are resolved by using the model in the field.

2. Once an area, floor, or the entire project has been modeled and coordinated, the BIM Leader will publish a Protected Navisworks file (.NWD) and distribute to the BIM Construction Team. Each BIM team member will also plot their drawings for “sign-off” by all trades. By the act of signature and submittal, each subcontractor acknowledges their coordinated portion of the work for installation with all other trades, not limited to mechanical, electrical, architectural, and structural, fire protection and framing contractors. The Navisworks (protected file) will take precedence over the 2D sign-off drawings when clashes occur and there is a dispute over the accuracy of signed drawings to the 3D Model. Contractor will use these documents to resolve field conflicts that may occur.

3. Contractor shall take responsibility for any and all coordination drawings created by subcontractors for backgrounds, elevations, dimensions, routing paths, sizes, and service access areas4. BIM to field tolerance’s

16.4.1. All elements are to be installed per the coordinated BIM. This is typically achieved through the use of point layout, prefabrication, layout drawings, and inserts. It is expected that there may still be deviation from these methods. This will be a maximum tolerance of +/- 2”.

16.4.2. For all items that are not able to be installed through the use of these methods, there are specific tolerances required. With reference to a model, those items are categorized below:

1. If an item cannot be installed per the above expectation, they are subject to the following tolerances: A. LOD 500 will be a maximum tolerance of +/- 6” B. LOD 450 will be a maximum tolerance of +/- 12” C. LOD 400 and below will have a maximum tolerance of +/- 24”

2. Concealed items within a wall or chase will have a maximum tolerance of +/- 6”. Those systems are:

A. Gas

B. Plumbing

C. Hydronic

3. The Point of Connection to and LOD 500 equipment, would adopt the LOD 500 requirement. This adopted LOD ends at the Point of Connection and does not apply to the entire system. A. Receptacles are not considered a Point of Connection.

16.4.3. The model will be used as a tool to assist in the resolution of any conflict created in the field. All items not modeled are to be coordinated around the model.

17. Conforming vs. Non-Conforming Work:

1. Any work performed or installed that differs from the Construction BIM and/or Construction Documents shall be considered Non-Conforming Work.

2. Any work performed or installed that is not modeled and/or coordinated as previously agreed with the contractor will be considered Non-Conforming Work.

3. No work including work based on Change Orders will be performed without the completed 3D model and signed coordination shop drawings, any such work will be considered Non-Conforming Work.

4. Non-Conforming Work includes any and all seismic and anchorage points not shown on signed coordination drawings.

5. Conforming Work is work that has been modeled and clearly shown on signed shop drawings with proper elevations, dimensions, routing paths, service access areas and has been fully coordinated and signed off by all trades for acceptance.

6. Non-Conforming Work that conflicts with Conforming Work will, therefore, have to be moved by the installing Non-Conforming Work Contractor at no additional cost to the Owner this includes any schedule impacts.

7. In the event that Conforming Work may have to be moved or modified to correct the conflict, the installing contractor with the Non-Conforming Work shall be liable for the cost incurred by those BIM Construction Team members in order to accommodate installation of all Non-Conforming Work.

8. Non-Conforming Work will not have precedent over Conforming Work.

9. In the event that “Conforming Work” conflicts with “Conforming Work”, meaning conflicts missed during the coordination process, trades that are in conflict will have to re-coordinate

the conflict either in the field or by 3D modeling and Navisworks. At no time will this re-coordination, re-work installation, or schedule impacts become a cost to the Owner.

10. Any work shall be considered 'Non-conforming' if the trade has not modeled per specific plan details as required even though what is modeled may be clash free as this will show up as potential conflicts or access issues during construction.

END OF SECTION 00 54 36

SECTION 00 55 00

NOTICE TO PROCEED

Date: _____

TO: _____

ADDRESS: _____

PROJECT: _____

You are notified that the Contract Time under the above contract will commence to run on **February 18, 2022**. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Section 00 52 00, Construction Agreement Form, the date of Substantial Completion is **October 1, 2023**, and the date for Final Completion is **December 1, 2023**.

YUBA COMMUNITY COLLEGE DISTRICT

By :_____
David Willis
Title: Director of Facilities Planning, Maintenance and Operations

END OF SECTION 00 55 00

00 61 13
PAYMENT BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the Yuba Community College District (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code Section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Yuba Community College District and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars ($_____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100; or fail to pay for any materials, provisions, 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 due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code Section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code Sections 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code Section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any

change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code Sections 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this_____ day of _____, 20____.

PRINCIPAL/CONTRACTOR:

_____

By: _____

SURETY:

_____

By: _____

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____ before me, _____,
(insert name and title of the officer)
a Notary Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

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

CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, Yuba Community College District (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____ _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the Redwoods Community College District in the sum of _____ Dollars ($_____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her 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 said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned

changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Contractor and Surety shall remain responsible and liable for all patent and latent defects that arise out of or are related to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

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

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 reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 2021.

PRINCIPAL/CONTRACTOR:

_____

By: _____

SURETY:

_____

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: $_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

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

Any claims under this bond may be addressed to:

(Name and Address of Surety)	(Name and Address of agent or representative for service for service of process in California)
_____	_____
_____	_____
Telephone:_____	Telephone: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF YOLO)

On _____ before me, _____
(insert name and title of the officer)

On _____, before me, _____, a Notary

Public in and for said State, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument as the Attorney-in-Fact of the _____ (Surety) and acknowledged to me that he/she/they subscribed the name of the _____ (Surety) thereto and his own name as Attorney-in-Fact on the executed instrument.

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

WITNESS my hand and official seal.

_____ (SEAL)
Notary Public in and for said State

Commission expires:_____

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

SECTION 00 70 00
CONDITIONS OF
THE CONTRACT

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ARTICLE 1
GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

NOTE: The following shall not be construed as a comprehensive list of all definitions in the Contract Documents and there may be other definitions set forth in the Contract Documents. Additionally, any references to any DSA forms, documents or requirements shall be construed to incorporate any updates, supplements, or additions. The Contractor shall be required to meet the latest DSA requirements applicable to the Project.

1.1.1 Action of the Governing Board is a vote of a majority of the District's governing board.

1.1.2 Approval for a Contract, Agreement, or Change Order means written authorization through Action of the Governing Board unless specific delegation of approval authority is delegated to a District representative.

1.1.3 Approved. The term "Approved" means written authorization, unless stated otherwise. When used to convey Architect's action on Contractor's submittals, applications, and requests, it is limited to Architect's duties and responsibilities as stated in the Conditions of the Contract.

1.1.4 Architect means the architect, engineer, or other design professional engaged by the District to design and perform general observation of the work of construction and interpret the drawings and specifications for the Project.

1.1.5 As shown, as indicated, as detailed refer to drawings accompanying this specification.

1.1.6 Bidders. A contractor who intends to provide a bid/proposal to the District to perform the Work of this Contract.

1.1.7 Contract or Agreement. The Agreement between the District and Contractor and all Contract Documents as defined herein.

1.1.8 Contract Price, Contract Sum, or Contract Amount. The price stated in the Construction Agreement including authorized adjustments through valid Change Orders, the total amount payable by the District to the Contractor for performance of the Work.

1.1.9 Contract Time. Contract Time means the number of consecutive calendar days specified in the Contract immediately after the date to commence work issued by the District in the Notice to Proceed, and includes both the time allowed for the Work required to achieve Substantial Completion and the time allowed to complete the Remaining Work from Substantial Completion to Final Completion.

1.1.10 Contractor. Whenever the term "Contractor" is used in the Contract or elsewhere in the Contract Documents, it refers to a person or entity that has an agreement directly with the District to perform any of the Work for the Project. The term Contractor means a Contractor or its authorized representative.

1.1.11 Contractor's Construction Schedule. The document prepared by the Contractor, which details the events of construction and establishes completion dates for the various stages of the Work and the entire Project. The Contractor's Construction Schedule is also referred to as the Baseline CPM Schedule, Initial CPM Schedule or Baseline CPM Schedule update.

1.1.12 Contract Documents. The Contract Documents consist of the Agreement between District and Contractor, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, addenda issued prior to bid, instructions to bidders, notice to bidders, and the requirements contained in the Bid Documents, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is a written amendment to the Contract signed by parties, a Change Order, a **Construction Change Directive**, or a written order for a minor change in the Work issued by the Architect. The Contract Documents collectively form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the District and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the District and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

1.1.13 Contractor, District, and Architect are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if they are of singular number and neuter gender.

1.1.14 Construction Manager. Whenever the term "Construction Manager" or "CM" is used in the contract or elsewhere in the Contract Documents, it refers to the District assigned Construction Manager, or the District Project Manager if no CM is assigned, or the District if no District assigned Construction Manager or District Project Manager is assigned.

1.1.15 Days means calendar days, unless otherwise noted as working days.

1.1.16 Directed. Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect or the District, requested by the Architect or District, and similar phrases.

1.1.17 District. Whenever the term "District" is used in the Contract Documents, it refers to the Yuba Community College District or those persons designated by the District to act in/on its behalf. Any reference to "Owner" shall mean "District."

1.1.18 Drawings are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing

the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

1.1.19 Emergency shall be defined as a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services. Emergency includes such occurrences as fire, flood, earthquake, or other soil or geologic movements, as well as such occurrences as riot, accident, or sabotage.

1.1.20 Exposed. Whenever this term is used it shall be understood to mean any item or surface, exterior, or interior, which can be seen by a person outside the building, or seen by a person inside any usable space within the building during normal activity. Mechanical and electrical rooms, utility and service tunnels, air handling rooms, and penthouses or platforms shall be considered to have exposed surfaces, as shall the mechanical and electrical construction within them. The interior of closets and alcoves shall be considered exposed surfaces, and shall be finished to match the finish of the adjoining room or space, unless another finish is shown. The interiors of cabinets shall be considered exposed, but a finish different from that of the exterior may be permitted or specified. Spaces which are not normally occupied or used by occupants or building staff, such as shafts, hoistways, ceiling plenums, attics and crawl spaces shall be considered "concealed" spaces, unless finishes are shown or specified for their surfaces.

1.1.21 Final Completion. The date when all Work for the total project has been completed in accordance with the terms of the Contract Documents and has been inspected following completion of Work identified in the Punch List Inspection and accepted by the Architect and the District. Final Completion is also sometimes referred to as **Final Acceptance.**

1.1.22 Furnish. Whenever this term is used it shall be understood to mean "purchase and deliver to the project site" ready for unloading, unpacking, assembly, installation, and similar operations.

1.1.23 General Conditions. These Conditions of the Contract are also referred to as General Conditions.

1.1.24 Governing Dictionary. The definitions of words used in these Specifications, which are not defined in the Contract Documents, The General Conditions, or in referenced standards, are as given in "The American Heritage Dictionary of the English Language".

1.1.25 Indicated. The term "indicated" refers to graphic representations, notes, or schedules on Drawings or to other paragraphs or schedules in Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference.

1.1.26 Inspector of Record is the individual retained by the District in accordance with titles 21 and 24 of the California Code of Regulations and who will be assigned to the Project. May also be referred to as "Inspector" or "Project Inspector".

1.1.27 Install. Whenever this term is used it shall be understood to mean "receive, unload, inventory, store and be responsible for at the project site, transport from point of receipt to final destination, protect, unpack, erect, install in place, anchor, connect, apply, and place in operation or finish, cleaning, complete for intended use."

1.1.28 Installer. An installer is the Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to trades people of the corresponding generic name.

1.1.29 Locality in which the work is performed means the county in which the Project is located.

1.1.29 Option. Whenever this term is used it shall be understood to mean a choice from among the specified products or procedures which shall be made by the Contractor. The choice is not "whether" the work is to be performed, but "which" product or "which" procedure is to be used. The product or procedure chosen by the Contractor shall be provided at no increase in the cost to the District with no lessening of the Contractor's responsibility for its performance. All or any options selected or proposed are still subject to all requirements for submittals and for approval of same.

1.1.30 Or Equal and Or Approved Equal. The terms "or equal" and "or approved equal" shall mean "or equal as approved in writing by the Architect".

1.1.31 Project is the complete construction of the Work performed in accordance with the Contract Documents.

1.1.32 Project Manual. The Project Manual is the volume assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Conditions of the Contract, and Specifications.

1.1.33 Project Site. Project Site is the space available for performing construction activities. The extent of Project Site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built. The Project Site is also referred to as the Site.

1.1.34 Provide shall include "provide complete in place," that is "furnish and install." Complete and ready for the intended use.

1.1.35 Punch List Inspection. The inspection performed by the Construction Manager, Architect, and the District upon written notification by the Contractor that the Work is substantially complete and receipt of the Contractor's **Punch List**.

1.1.36 Regulations. The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

1.1.37 Remaining Work. Remaining Work means the work required by the Contract, that the District or Architect determines has not been satisfactorily completed at the time of Substantial Completion, deferred commissioning requirements, deferred and seasonal testing, and all maintenance and operating instructions, schedules, reports, guaranties, warranties, bonds, certificates of inspection, marked-up record documents, prevailing wage compliance reports and all other documents as required by the Contract Documents. Remaining Work may also be referred to **as Punch List work**.

1.1.38 Safety Orders are those issued by any cognizant city, county, state or federal agency.

1.1.39 Site refers to the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work. Site is also referred to as the Project Site.

1.1.40 Specifications. The Specifications are that portion of the Contract Documents, including but not limited to all Division 00, Division 01, and other Division Section documents for this Project, and all technical sections of the Project Manual, consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.41 Specification Language. These Specifications are written in the imperative mood, as defined in the Construction Specifications Institute's Manual of Practice. Imperative language is directed to the Contractor. The indicative mood is employed on occasion when such sentence structure is necessary to convey the intended meaning in a more accurate or understandable form. The text is streamlined, with the colon (:) employed as a symbol for the words "shall be", "shall have", "shall conform with", "shall comply with", or "shall meet the requirements of". The colon is also used to separate a paragraph title or heading from the text that follows.

1.1.42 Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified. Federal, state and local regulations are incorporated into the Contract Documents by reference.

1.1.43 Subcontractor, as used herein, includes those having direct or indirect contracts with Contractor and ones who furnished labor, material or services for a special design according to Drawings and Specifications of this Work.

1.1.44 Substantial Completion. The date on which the Work or designated portion thereof, as certified by the District and Architect, is sufficiently complete, in accordance with the Contract Documents, so the District, may occupy or utilize the Work or designated portion thereof for the use for which it is intended.

1.1.45 Surety is the person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond.

1.1.46 Work shall include all labor, materials, equipment, components, appliances, supervision, coordination, and services necessary for the Contractor or any Subcontractor to fulfill any and all of its obligations required by, or reasonably inferred from, the Contract Documents. It shall include the initial obligation of any Contractor or Subcontractor who performs any portion of the Work, to visit the Site of the proposed Work (a continuing obligation after the commencement of the Work), to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried out under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings, Specifications, and associated bid documents before preparing and submitting any bid.

1.1.47 Workers includes laborers, workers, and mechanics.

1.2 EXECUTION, CORRELATION, AND INTENT

1.2.1 Correlation and Intent

1.2.1.1 *Documents Complementary and Inclusive*. The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. All Contract Documents form the Contractor's Contract with the District. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both the Drawings and the Specifications. The Contractor is bound to provide the Work complete and is under a legal duty to carefully study Drawings and schedule operations well ahead of time and identify inconsistencies with the Drawings and Specifications and call such inconsistencies to the attention of the Architect or registered engineer through the Inspector under Section 4-343(b) of Title 24.

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

1.2.1.3 *Conflicts*. In the event there is a discrepancy between the various Contract Documents, the more stringent, higher quality, and greater quantity of Work shall apply.

1.2.1.4 *Conformance with Laws*. Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, even if through mistake or otherwise any such provision is not inserted, or is not correctly inserted.

1.2.1.5 Before submitting its Bid, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public and municipal utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. Such checking shall include Title 21 and Title 24 of the California Code of Regulations, California Building Code, local utility, local water connection, local grading and all other applicable agencies. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with the Contract Documents prior to submitting its bid or after submitting its bid if discovered thereafter, Contractor shall, within five (5) days, notify Inspector, Architect, and District in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Project.

1.2.1.6 The Contractor shall bear all expenses of correcting Work done contrary to said laws, ordinances, rules, and regulations if the Contractor performed same (1) without first consulting the Architect for further instructions regarding said Work or (2) disregarded the Architect's instructions regarding said work.

1.2.1.7 *Ambiguity and Inconsistency*. Before submitting its Bid, and again before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall notify Architect and District in writing of any perceived or alleged error, inconsistency, conflict, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, including any Contract Documents prepared by or on behalf of Contractor, which is in error, of which Contractor knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Price or the Contract Time. Contractor shall maintain an adequate inspection system and perform personal observations and review Work and pre-plan the Project to ensure the Work performed

under the Contract conforms to Contract requirements. Contractor shall maintain records of such review and observation to ensure strict compliance with the terms of the Contract.

1.2.2 Addenda and Deferred Approvals

1.2.2.1 *Addenda* are the changes in Specifications, Drawings, and Contract Documents, which have been authorized in writing by the District or Architect prior to receipt of bids, and which alter, explain, or clarify the Contract Documents. Addenda shall govern over all other Contract Documents as set forth in Section 1.2.4.4. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.

1.2.2.2 *Deferred Approvals*. Contract Documents which require deferred approval items are meant to be for illustration purposes only. Contractor is responsible for all deferred approval requirements set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, and regulations necessary to obtain all necessary approvals, including those required from the Division of the State Architect ("DSA") and the State Fire Marshall. Contractor shall not be granted an extension of time for failure to obtain necessary approvals due to failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations). Contractor shall schedule all deferred approval items in its progress schedule pursuant to requirements set forth in the **Specifications**. If Contractor fails to include deferred-approval items in its schedule which results in a critical path delay, then Contractor shall be subject to the assessment of liquidated damages and remain solely responsible and liable for such related delay.

1.2.2.3 *Deferred Approval Requirements*. Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the Specifications and other requirements as applicable. 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.

1.2.3 Specification Interpretation

1.2.3.1 *Titles*. The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved.

1.2.3.2 *As Shown, Etc*. Where "as shown," "as indicated," "as detailed," or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where "as directed," "as required," "as permitted," "as authorized," "as accepted," "as selected," or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.

1.2.3.3 *General Conditions*. The Conditions of the Contract, General Conditions, and Supplemental General Conditions are a part of each and every section of the Specifications.

1.2.3.4 *Abbreviations*. In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as "Contractor shall," "shall be," etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings. In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.2.3.5 *Plural*. Words in the singular shall include the plural whenever applicable or the context so indicates.

1.2.3.6 *Metric*. The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1" (25 mm), the U. S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the "International System of Units" (SI) and generally follow ASTM E 380, "Standard for Metric Practice."

1.2.3.7 *Standard Specifications*. Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's standard specifications, which are in effect at the date of the Contractor's bid/proposal unless directed otherwise. If applicable specifications are revised prior to completion of any part of the Work, the Contractor may, if acceptable to Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.2.4 **Rules of Document Interpretation**

1.2.4.1 In the event of conflict within the drawings, the following rules shall apply:

(a) General Notes, when identified as such, shall be incorporated into other portions of Drawings.

(b) Schedules, when identified as such, are complementary with other notes and other portions of Drawings including those identified as General Notes.

(c) Larger scale drawings shall take precedence over smaller scale drawings.

(d) At no time shall the Contractor base construction on scaling of drawings.

1.2.4.2 Specifications shall govern as to materials, workmanship, and installation procedures.

1.2.4.3 If Contractor observes that Drawings and Specifications are in conflict, Contractor shall, within five (5) days, notify the Architect in writing for the purposes of obtaining an interpretation of the Contact Documents.

1.2.4.4 In the case of conflict or inconsistencies, the order of precedence shall be as follows:

(a) Change Orders or written Modifications take precedence over the Agreement.

(b) The Agreement takes precedence over Special Conditions, if any.

(c) Special Conditions take precedence over Supplemental Conditions, if any.

(d) Supplemental Conditions take precedence over General Conditions.

(e) General Conditions take precedence over the valid Addenda.

(f) Valid Addenda take precedence over Specifications.

(g) Specifications take precedence over the Drawings.

(h) Drawings take precedence over any soils investigation report.

(i) In the case of disagreement or conflict between or within standards, Specifications, and Drawings, the more stringent, higher quality, and greater quantity of Work shall apply.

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications, and other Contract Documents for the Project are the property of the District and/or Architect. The Contractor may retain one contract record set. 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. All copies except the Contractor's record set, shall be returned or properly accounted for upon completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work. The District and/or Architect hereby grants the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings, Specifications, and other documents

prepared for the Project in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the District's property interest or other reserved right.

ARTICLE 2
DISTRICT

2.1 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT

2.1.1 Site Survey.

If applicable, the District will furnish, at its expense, a legal description of the Site and a land survey showing the boundaries of the Site. Contractor shall be responsible for all surveys regarding location of construction, grading, and site work.

2.1.2 Soils.

When required by the scope of the Project, the District will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required and deemed necessary by the Architect or as required by local or state codes. Such services, with written reports and appropriate written professional recommendations, may include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions.

2.1.3 Contractor Reliance.

A soils investigation report has been obtained from test holes at the Site, and such report is available for the Contractor's use in preparing its bid and Work under this Contract. The soils report is provided for review. Any information obtained from such report or any other information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only. If, during the course of Work under this Contract, Contractor encounters subsurface conditions which differ materially from those indicated in the soils investigation report, then Contractor shall notify the District within five (5) calendar days of discovery of the condition, and changes to the contract price may be made in accordance with Specification Section 01 26 00 entitled "Contract Modification Procedures." Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages in the event the Contractor fails to notify District within the five-day period mentioned above.

WARNING: DISTRICT DOES NOT WARRANT THE SOILS AT THE PROJECT SITE. SOILS INVESTIGATION REPORT IS PROVIDED FOR CONTRACTORS INFORMATION ONLY. CONTRACTOR HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROJECT SITE AND THE SOILS CONDITIONS OF THE SITE. DISTRICT DOES NOT WARRANT THE SOILS

CONDITIONS OF THE SITE AND CONTRACTOR IS FULLY RESPONSIBLE TO ASCERTAIN SITE CONDITIONS FOR THE PURPOSES OF DETERMINING CONSTRUCTION MEANS AND METHODS PRIOR TO COMMENCING CONSTRUCTION. THE SOILS INVESTIGATION REPORT IS NOT A CONTRACT DOCUMENT.

2.1.4 Utilities.

2.1.4.1 *Regional Notification Center*.

Contractor, except in an emergency, shall contact the appropriate regional notification center at least two working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which 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 carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Contractor. Any delays caused by failure to make appropriate regional notification shall be at the sole risk of Contractor and shall not be considered for extension of the Contract Time.

2.1.4.2 *Utilities – Removal and Restoration*

The District has endeavored to determine the existence of utilities at the Site of the Work from the records of the District of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the Contract Documents. The locations of existing utilities are approximate locations and shall not be considered exact.

No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities may not be shown on the drawings. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing work which could result in damage to such utilities. The Contractor shall immediately notify the District's representative as to any utility discovered by Contractor in a different position than shown in the Contract Documents or which is not shown on the Contract Documents.

Contractor shall coordinate its Work with all utilities, including, but not limited to electricity, water, gas and telephone and meet with said utilities prior to the start of any work.

2.1.4.3 *Other Utilities*.

In case it should be necessary to remove, relocate, or temporarily maintain a utility because of interference with the Work, the work on the utility shall be performed and paid for as follows:

When it is necessary to remove, relocate or temporarily maintain a service connection, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the service connection. The work on the service connection shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the service connection has the option of doing such work with the owner's own forces or permitting the work to be done by the Contractor.

When it is necessary to remove, relocate, or temporarily maintain a utility which is in the position shown on the drawings, the cost of which is not required to be borne by the owner thereof, the Contractor shall bear all expenses incidental to the work on the utility. The work on the utility shall be done in a manner satisfactory to the owner thereof; it being understood that the owner of the utility has the option of doing such work with the owner's own forces or permitting the work to be done by the Contractor.

When it is necessary to remove, relocate, or temporarily maintain a utility which is not shown on the Drawings or is in a position different from that shown on the drawings and were it in the position shown on the Drawings would not need to be removed, relocated, or temporarily maintained, and the cost of which is not required to be borne by the owner thereof, the District will make arrangements with the owner of the utility for such work to be done at no cost to the Contractor, or will require the Contractor to do such work in accordance with Specification Section 01 26 00 or will make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, or temporarily maintain the utility. Changes in alignment and grade will be ordered in accordance with Specification Section 01 26 00.

No representations are made that the obligations to move or temporarily maintain any utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it shall be the responsibility of the Contractor to investigate to find out whether said cost is required to be borne by the owner of the utility.

The right is reserved to governmental agencies and to owners of utilities to enter at any time upon any street, alley, right-of-way, or easement for the purpose of making changes in their property made necessary by the Work and for the purpose of maintaining and making repairs to their property.

2.1.5 Existing Utility Lines; Removal, Relocation.

2.1.5.1 *Main or Trunkline Facilities*

If the Contractor while performing the Contract discovers utility facilities not identified by the District in the Contract Documents, Contractor shall, within five (5) days, notify the District and utility in writing.

The owner of the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

The Contractor shall exercise reasonable care and shall be compensated by the District for the actual verified field costs of locating, and removing, relocating, protecting or temporarily

maintaining such main or trunkline utility facilities not indicated with reasonable accuracy in the Drawings or Specifications, and for equipment in use on the Project necessarily idled during such work. This work shall be performed in accordance with Specification Section 01 26 00 of these Contract Documents.

Alternatively, District may make changes in the alignment and grade of the Work to obviate the need to remove, relocate, or temporarily maintain the utility, in accordance with Specification Section 01 26 00 or District may make arrangements with the owner of the utility for such work to be done.

2.1.5.2 Assessment. These subparagraphs shall not be construed to preclude assessment against the Contractor for any other delays in completion of the Work. Nothing in these subparagraphs shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, or meter junction boxes on or adjacent to the Site.

2.1.5.3 Notification. If the Contractor, while performing Work under this Contract, discovers utility facilities not identified by the District in the Contract Documents, Contractor shall, within five (5) days, notify the District and the utility in writing. If Contractor fails to notify the District within five (5) days after discovery of any utility facilities not identified by District in the Contract Documents, Contractor waives all rights to be compensated for any extra Work or damages resulting from such discovered utilities.

2.1.6 Easements.

District shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract Documents.

2.2 DISTRICT'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, the District may provide forty-eight (48) hour written notice to cure (a shorter period of time in the case of emergency or a critical path delay as determined by the District) Contractor's default before it takes over and carries out that Work. Contractor's default(s) includes, but is not limited to, Contractor's:

- Failure to supply adequate workers on the entire Project or any part thereof;
- Failure to supply a sufficient quantity of materials;
- Failure to perform any provision of the Contract Documents;
- Failure to comply with safety requirements, or creation of an unsafe condition;
- In the case of bona fide emergency;
- Failure to order materials in a timely manner;
- Failure to prepare deferred-approval items or shop drawings in a timely manner;

- Failure to comply with Contractor's schedule which would result in a delay to the critical path or delay Contract Time;
- Failure to comply with the Subletting and Subcontracting Fair Practices, Public Contract Code section 4100, et seq.
- Failure to meet the requirements of the Americans with Disabilities Act;
- Failure to complete **Punch List work**; or
- Failure to proceed on a Construction Change Directive.

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails (within the forty-eight (48) hour period after receipt of written notice or a shorter time period expressly stated in the written notice from the District) to commence and continue correction of such default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including those set forth in Article 14. The District may copy the Surety on this written notice. If during this notice period, Surety personally delivers notice to District that it intends to perform such work, District shall allow Surety seven (7) days to perform. In an emergency situation, the District may correct such deficiencies without prejudice to other remedies the District may have, including those set forth in Article 14. In either case, the Contractor will be invoiced, and agrees to pay the District, the cost of correcting such deficiencies, including compensation for additional services and expenses made necessary by such default, or neglect. The invoice amount shall be deducted from the next payment due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall promptly pay the difference to the District.

ARTICLE 3
THE CONTRACTOR

3.1 SUPERVISION AND CONSTRUCTION PROCEDURES

3.1.1 Contractor.

The Contractor shall continually supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures; and shall coordinate all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. The Contractor shall not perform the Work without utilizing the Contract Documents or, where required, approved shop drawings, product data, or samples for any such portion of the Work. If any of the Work is performed by contractors retained directly by the District, Contractor shall be responsible for the coordination and sequencing of the work of those other contractors so as to avoid any impact on the P roject schedule pursuant to the requirements of Article 6 and Article 8 and other Specifications. Specific duties of the Contractor shall include those set out in Section 43 of Title 21 of the California Code of Regulations and Section 4-343 of Title 24 of the California Code of Regulations. These duties include, but are not limited to the following:

(a) Responsibilities. It is the duty of the Contractor to complete the Work covered by its Contract in accordance with the approved Drawings and Specifications. The Contractor in no way is relieved of any responsibility by the activities of the Architect, Engineer, Inspector, or DSA in the performance of their duties.

(b) Performance of the Work. The Contractor shall carefully study the approved Drawings and Specifications and shall plan its schedule of operations well ahead of time. If at any time it is discovered that Work is being done which is not in accordance with the approved Drawings and Specifications, the Contractor shall correct the Work immediately.

(c) Contractor Responsibility to Study the Drawings and Specifications. All inconsistencies or times which appear to be in error in the Drawings and Specifications shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect's attention at once. In no case, shall the instruction of the Architect be construed to cause Work to be done which is not in conformity with the approved Drawings, Specifications, Change Orders, Construction Change Directives, and as required by law.

(d) All Work under the Direction of Inspector. The Contractor shall not carry on Work except with the knowledge of the Inspector of Record.

(e) Verified Reports. The Contractor shall make and submit to the District from time to time, verified reports as required in Section 36 of Title 21 and Section 4-366 of Title 24.Contractor shall fully comply with any and all reporting requirements of Education Code Sections 81147.

3.1.2 Contractor Responsibility.

The Contractor shall be responsible to the District for acts and omissions of the Contractor's employees, Subcontractors of any tier, material and equipment suppliers, and their agents, employees, consultants, contractors, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

3.1.3 Obligations not Changed by Architect's Actions.

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 Architect in the Architect's administration of the Contract or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.1.4 Acceptance/Approval of Work.

The Contractor shall be responsible to determine when any completed portions of the Work already performed under this Contract or provided pursuant to Article 6 are suitable to receive subsequent Work thereon.

3.1.5 Performance of Work with Own Force.

Contractor shall perform at least 10% of the Work, exclusive of supervisory and clerical work without the services of any subcontractor. Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall submit scope of specific work to be self-performed at same time as submission of subcontractor percent of work list required by Section 00 41 00.

3.2 SUPERVISION

3.2.1 Full Time Supervision.

Unless personally present on the Project site where the Work is being performed, the Contractor shall keep on the Work at all times during its progress a competent construction Superintendent satisfactory to the District. The Superintendent shall be present on a full-time basis, shall be dedicated exclusively to the Project and shall not share superintendency duties with another project or job. The Superintendent shall not be replaced except with written consent of the District. The Superintendent shall represent the Contractor in its absence and shall be fully authorized to receive and fulfill any instruction from the Architect, the Inspector, the District or any other District representative. All Requests for Information shall be originated by the Superintendent and responses thereto shall be given to the Superintendent. No Work shall begin on any day by any Subcontractor or other person on the Project site until the Superintendent has arrived, or shall any Work continue during the day after the Superintendent has departed from the Project site. The Superintendent shall have authority to bind Contractor through the Superintendent's acts. The Superintendent shall represent the Contractor, and communications given to the Superintendent shall be binding on the Contractor. Before commencing the Work, Contractor shall give written notice to District and Architect of the name and a Statement of Qualifications of such superintendent for District approval. Superintendent shall not be changed except with written consent of District, unless a Superintendent proves to be unsatisfactory to Contractor and ceases to be in its employ, in which case, Contractor shall notify District and Architect in writing. Contractor shall provide a replacement Superintendent approved by the District prior to performing additional Work.

3.2.2 Staff.

Notwithstanding other requirements of the Contract Documents, the Contractor and each Subcontractor shall: (1) furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; (2) organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and (3) keep an adequate force of skilled and fit workers on the job to complete the Work in accordance with all requirements of the Contract Documents.

3.2.3 Right to Remove.

District shall have the right, but not the obligation, to require the removal from the Project of any Superintendent, staff member, agent, consultant, or employee of any Contractor, Subcontractor, material or equipment supplier.

3.3 LABOR AND MATERIALS

3.3.1 Contractor to Provide.

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, air conditioning, utilities, transportation, and other facilities, services and permits necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.3.2 Quality.

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of the highest quality or as specifically stated in the Contract Documents. The Contractor shall, if requested, furnish satisfactory evidence as to kind and quality of all materials and equipment within ten (10) days of a written request by the District, including furnishing the District with bona fide copies of invoices for materials or services provided on the Project. All labor shall be performed by workers skilled in their respective trades, and shall be of the same or higher quality as with the standards of other school construction.

3.3.3 Replacement.

Any work, materials, or equipment, which do not conform to these requirements or the standards set forth in the Contract Documents, may be disapproved by the District, in which case, they shall be removed and replaced by the Contractor at no additional cost or extension of time to the District.

3.3.4 Discipline.

The Contractor shall enforce strict discipline and good order among the Contractor's and Subcontractor's employees, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. As used in this subsection, "unfit" includes any person who the District concludes is improperly skilled for the task assigned to that person, who fails to comply with the requirements of this article, or who creates safety hazards which jeopardize other persons and/or property.

3.3.5 Not used.

3.3.6 Noise, Drugs, Tobacco, and Alcohol.

Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors' employees do not use, consume, or work under the influence of any alcohol,

tobacco or illegal drugs while on the project. Contractor shall further prevent any of its employees or its subcontractor employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the project. Likewise, Contractor shall prevent its employees or subcontractor's employees from bringing any animal onto the project. Contractors shall not violate any written school policies.

3.3.7 Delivery of Material.

Contractor shall place orders for materials or equipment so that the Work may be completed in accordance with the Construction schedule for the Work as set forth in Article 8 and other Specifications. Contractor shall, upon demand from the Architect, furnish to the Architect documentary evidence including, but not limited to purchase orders, invoices, bills of materials, work orders and bills of lading, showing that orders have been placed. Contractor shall have a system to receive materials and to ensure that the proper materials are being delivered, including in the case of critical materials to the Project, checking the delivery against shop drawings and ensuring that the materials meet the requirements of not only the Drawings and Specifications, but also the approved shop drawings and submittals and in conformance with Contractor's plan for delivery of materials. Contractor shall be responsible for all costs of accepting nonconforming materials delivered to the Project. Contractor shall notify Inspector and District (including CM) as early as possible, in writing, of the delivery of materials for the Project. The deliveries shall include documentation identifying the shipment sufficiently so that the Inspector, Architect, or District (including CM) may review the materials that are received. Under no circumstances shall materials be delivered to the Project site that are meant for another Project.

3.3.8 Liens and Other Security Interests of Subcontractors and Material Suppliers.

No material, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to District free from any claims, security interests, 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 this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to its owner within five (5) days of such installation in writing, prior to making the installation.

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.

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 attorneys' fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract.

3.3.9 Title to Materials.

The title to new materials 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 the District and Architect; no part of said materials shall be removed from its place of storage except for immediate installation in the Work. Should the District, in its discretion, allow the Contractor to store materials or equipment for the Work off-site, Contractor will store said materials or equipment at a bonded warehouse and with appropriate insurance coverage at no cost to District. Contractor shall keep an accurate inventory of all said materials and equipment in a manner satisfactory to the District or its authorized representative.

3.3.10 Assemblies.

For all material 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. Incidental items not indicated on the 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 in the Contract Documents 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.

3.4 NOISE CONTROL

The Contractor shall be responsible for the installation and maintenance of noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction equipment noise is subject to the control of the Environmental Protection Agency's Noise Control Program (Part 204 of Title 40, Code of Federal Regulations).

3.5 WARRANTY

The Contractor warrants to the District and Architect that material and equipment furnished under the Contract will be of the highest quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not completed or conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Contractor's warranty and guaranty to District includes, but is not limited to the following representations:

(a) In addition to any other warranties and guaranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by District and, at the District's sole option, shall repair or replace any or all such Work, together with any other work, which may be displaced in so doing that may prove defective in workmanship or materials within a one (1) year period from date of completion as defined in Public Contract Code Section 7107(c), unless a longer period is provided for in the Contract Documents, without expense whatsoever to District. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs. Any completion, repair, or replacement performed within the one (1) year period shall renew such warranty period from the date of completion, repair or replacement.

(b) In the event of failure of Contractor to comply with above mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at expense of Contractor who hereby agrees to pay costs and charges therefore immediately on demand.

(c) If, in the opinion of the District, defective Work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District, the District will attempt to give the notice required by this Article. If the Contractor cannot be contacted or does not comply with the District's requirements for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or attention which shall be charged against Contractor. Such action by the District will not relieve the Contractor of the guarantee provided in this Article or elsewhere in the Contract Documents.

(d) This Article does not in any way limit the guarantee on any items for which a longer warranty or guaranty is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District all appropriate guaranty or warranty certificates upon completion of the project.

(e) Nothing herein shall limit any other rights or remedies available to the District.

3.6 TAXES

Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. District is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.7 PERMITS, FEES AND NOTICES

3.7.1 Payment.

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are necessary

after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). District shall be responsible for all testing and inspection as required by the DSA on-site or within the distance limitations set forth in Paragraph 13.5.2, unless a different mileage range is specified in the Special Conditions. All final permits, licenses, registrations, approvals and certificates shall be delivered to District before demand is made for final payment.

3.7.2 Compliance.

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work.

3.7.3 Responsibility.

The Contractor shall perform all Work in conformance with every applicable law, statute, ordinance, building code, rule or regulation. The Contractor shall assume full responsibility for such Work and shall bear the attributable cost of correction or project delay.

3.8 DSA VERIFIED REPORTS AND CERTIFICATE OF COMPLIANCE

3.8.1 Contractor Actions.

The Contractor acknowledges and agrees that a material obligation of the Contractor under the Contract Documents is the completion by the Contractor of all actions and activities which by the Contract Documents or by operation of applicable law, code, rule or regulation are the responsibility of the Contractor relating to DSA reporting requirements pursuant to Education Code §81141 (including amendments thereto) and issuance of DSA's Certificate of Compliance for the Project pursuant to Education Code §81147 (including amendments thereto) upon completion of Project construction. The foregoing shall include without limitation, the timely preparation, completion and filing of all Verified Reports as appropriate during Project construction and the filing of the Final Verified Report with DSA within ten (10) days of the determination of Project Final Completion. The Contractor shall provide the Project Inspector, Architect, Construction Manager, and the District with copies of all Verified Reports completed by the Contractor and submitted to DSA; such copies shall be provided to the Project Inspector, Architect, the Construction Manager, and the District concurrently with the Contractor's submission thereof to DSA.

3.9 (Not used.)

3.10 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the Site for the District one current copy of the International Building Code, Titles 19, 21 and 24 of the California Code of Regulations and one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain, at the Site, approved Shop Drawings, Product Data,

Samples, and similar required submittals. These documents shall be available to the Architect and shall be delivered to the Architect for delivery to the District upon completion of the Work.

3.11 SUBSTITUTIONS

3.11.1 NOT USED

3.11.2 NOT USED

3.11.3 NOT USED

3.11.4 PRODUCT SUBSTITUTIONS

3.11.4.1 *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" unless the Contract Documents specify "no substitution allowed", "no equal", "no equivalent", "to match campus standard", or other language with similar meaning, in which case no substitutions will be allowed. Pursuant to Paragraph 3.11.4.3, the Contractor may, unless otherwise stated, at time of bid 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.

3.11.4.2 *Products Specified Which are Commercially Unavailable*. If the Contractor fails to make a request for substitutions for products, with 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 guaranty 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 Contractor. All additional costs, DSA review 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.

3.11.4.3 *Substitution Request Form*. Requests for substitutions of products, materials, or processes in place of a Specified Item must be submitted in writing on the

District's Substitution Request Form ("Request Form") within three (3) work days after bid opening, except as provided for in Paragraph 3.11.4.2.

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 require no change of the construction schedule.

3.11.4.4 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.

3.11.4.5 After bids are opened, the apparent lowest bidder shall provide, within ten (10) 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.

3.11.4.6 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 guaranty 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.

3.11.4.7 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.

3.11.4.8 *Substitution Requests After Bid*. The District, in its sole discretion, may accept a request for substitution by the Contractor or may request Contractor substitute a specified item. Any substitutions requested after bids are opened shall be subject to the same conditions and requirements set forth in this Article. If any substitutions, that in the District or Architect's determination, results in a credit to the District, the credit amount shall be agreed upon in writing, otherwise, the request for substitution shall be deemed denied.

3.12 INTEGRATION OF WORK

3.12.1 Scope.

The Contractor shall be responsible for cutting, fitting, or patching to complete the Work and to make all parts fit together properly. Contractor shall be responsible for ensuring that all trades are coordinated and scheduled so as to ensure the timely and proper execution of the Work. When modifying existing Work or installing new Work adjacent to existing Work, Contractor shall match, as closely as conditions of Site and materials will allow, the finishes, textures, and colors of the original work, refinishing existing Work at no additional cost to District. All cost caused by defective or ill-timed work shall be borne by Contractor. Contractor shall be solely responsible for protecting existing Work on adjacent properties and shall obtain all required permits for shoring and excavations near property lines.

3.12.2 Structural Members.

New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Architect with DSA approval. Work done contrary to such authority is at the Contractor's risk and subject to replacement at its own expense without reimbursement under the Contract. Schedule delays resulting from Agency approvals for unauthorized work shall be the Contractor's responsibility.

3.12.3 Subsequent Removal.

Permission to patch any areas or items of the Work shall not constitute a waiver of the District's or the Architect's right to require complete removal and replacement of the areas of items of the Work if, in the opinion of the Architect or the District, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents.

3.13 CLEANING UP

3.13.1 Contractor's Responsibility.

Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request.

Upon completion of Work, Contractor shall clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration; repair or replace any damaged materials; Contractor shall clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Upon completion of the Work, Contractor shall also remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site.

Contractor shall remove rubbish and debris resulting from the Work on a daily basis. Contractor shall maintain the structures and Site in a clean and orderly condition at all times until acceptance of the Project by the District. Contractor shall keep its access driveways and adjacent streets, sidewalks, gutters and drains free of rubbish, debris and excess water by cleaning and removal each day.

3.13.1.1 In addition to the general cleaning, the following special cleaning shall be done at the completion of the Work in accordance with the Specifications including, but not limited to:

(a) Remove putty stains from glazing, then wash and polish glazing.

(b) Remove marks, stains, fingerprints and other soil or dirt from painted, stained or decorated work.

(c) Remove temporary protection and clean and polish floors and waxed surfaces.

(d) Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint.

(e) Remove spots, soil, plaster and paint from tile work, and wash tile.

(f) Clean all fixtures and equipment, remove excess lubrication, clean light fixtures and lamps, polish metal surfaces.

(g) Vacuum-clean carpeted surfaces.

(h) Remove debris from roofs, down spout and drainage system.

3.13.2 Failure to Cleanup.

If the Contractor fails to clean up as provided in the Contract Documents, the District may do so, and the cost thereof shall be the responsibility of the Contractor and deducted from the next progress payment. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall promptly pay the difference to the District.

3.14 ACCESS TO WORK

The Contractor shall provide the District, the Architect, Engineers and the Inspector of Record, access to the Work in preparation and progress wherever located. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions.

3.15 ROYALTIES AND PATENTS

3.15.1 Payment and indemnity for Infringement.

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, indemnify, and hold and save the District and its officers, agents, and employees, the Architect, and the Architect's consultants harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the District, unless otherwise specifically provided in the Contract Documents, and unless such liability arises from the sole negligence or willful misconduct of the District, the Architect, or the Architect's consultants.

3.15.2 Review.

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

3.16 INDEMNIFICATION

3.16.1 Contractor.

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless District, Architect, Inspector, and their trustees, officers, employees, agents, volunteers, and independent contractors ("Indemnitees") from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs, or expenses of any kind arising from death, personal injury, property damage, or other cause based or asserted upon any act, error, omission, or breach caused by the Contractor, its Subcontractors of any tier, material and equipment suppliers, and their agents, employees, consultants, contractors, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors arising from the Work, this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, Indemnitees from any legal action including legal and attorneys' costs and fees or other proceeding based upon such act, omission, or breach.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless Indemnitees from every claim or demand made, and every liability, loss, damage, expense or attorneys' fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) breach of any warranty or guaranty, express or implied; (4) any failure or alleged failure to comply with any provision of law or the Contract Documents; (5) products installed in or used in connection with the Work; (6) any Civil Wage and Penalty Assessments or Orders by the California Department of Industrial Relations; or (7) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the active negligence or the willful misconduct of the District.

(b) Any dispute between Contractor and Contractor's Subcontractors/suppliers/Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop payment notice or mechanic's lien claims.

Contractor, at Contractor's own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the Indemnitees in any action, suit or other proceedings as a result thereof.

Contractor shall ensure that its contract with each of its Subcontractors contains provisions requiring the Subcontractors to defend, indemnify, and hold harmless the Indemnitees to a minimum level as set forth in this Article and consistent with the language of 3.16.1.

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 or Construction Manager have received a written agreement from the Contractor that they will unconditionally defend the Indemnitees and pay any damages due by reason of settlement or judgment.

These indemnification obligations shall survive the completion of Work, including the warranty/guarantee period, and/or the expiration or termination of the Agreement.

3.17 SUBMISSION OF DAILY REPORTS

3.17.1 General.

At the close of each working day, the Contractor shall submit a daily report to the District and the Inspector, on forms approved by the District, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day. An attempt shall be made to

reconcile the report daily, and it shall be signed by an authorized District representative and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved that day. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

3.17.2 Work and Labor.

The report required by Paragraph 3.17.1 shall include a brief description of all Work performed on that day, including a summary of pertinent events or occurrences, inspections or tests, and the weather conditions on that day. The report shall also show **names of workers**, classifications, hours worked and hourly rate, and a list of all Subcontractor(s) working on that day. Project Superintendent expenses are not allowed.

3.17.3 Materials.

The report required by Paragraph 3.17.1 shall describe and list quantities of materials and supplies used or delivered on that day and unit costs.

3.17.4 Equipment.

The report required by Paragraph 3.17.1 shall show type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable, and hourly/daily cost. Move-on and move-off fees, if allowable, shall be noted.

3.17.5 Other Services and Expenditures.

Other services and expenditures shall be described in detail as the District requires.

3.18 STATUS OF CONTRACTOR

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 Work 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.

As required by law, Contractor and all Subcontractors shall be properly licensed and regulated by the Contractors State License Board, 9821 Business Park Drive, Sacramento, California 98827, http://www.cslb.ca.gov.

As required by law, Contractor and all Subcontractors shall be properly registered as public works contractors by the Department of Industrial Relations at: https://www.dir.ca.gov/public-works/contractor-registration.html or current URL.

ARTICLE 4
ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 Replacement of Architect.

In the case of the termination of the Architect, the District may appoint an architect or another construction or design professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be the same as that of the former architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 Status.

Pursuant to Titles 24 and 21 of the California Code of Regulations and as required pursuant to the Field Act, Education Code 81130 et. seq. the Architect will provide administration of the Contract Documents and the Work, and will be a District representative during construction, as well as during the one (1) year period following the commencement of any warranties or guaranties. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents.

4.2.2 Site Visits.

The Architect will visit the Site at intervals as set forth in the agreement between the District and the Architect, and necessary in the judgment of the Architect to become generally familiar with the progress and quality of the Work and to determine in general if the Work is being performed in accordance with the Contract Documents.

4.2.3 Limitations of Construction Responsibility.

The Architect shall not have control over, charge of, or be responsible for construction means, methods, techniques, schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, installation, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Contract Documents. The Architect 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 Architect 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 Architect in the Architect's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.4 Communications Facilitating Contract Administration.

Except as otherwise provided in the Contract Documents the Contractor shall communicate through the District-designated representative. The Contractor shall promptly inform the District representative of Work issues and information, and shall provide the District representative copies of all written communications. Contractor shall not rely upon any communications from the District that is not from the District's representative. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material or equipment suppliers shall be through the Contractor.

4.2.5 Payment Applications.

The Architect will review and make recommendations to the District regarding the amounts due the Contractor on the Certificates for Payment pursuant to Specification Section 01 29 00 and subject to the Inspector's approval and Architect's observation.

4.2.6 Rejection of Work.

In addition to the rights, duties, and obligations of the Inspector under this Article, the **Architect may recommend to the District that the District reject Work which does not conform to the Contract Documents**. Whenever the Architect considers it necessary or advisable to achieve the intent of the Contract Documents, the Architect may recommend to the District that the District require additional inspection or testing of the Work in accordance with Paragraph 13.5, whether or not such Work is fabricated, installed, or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

Contractor shall, without charge, replace or correct Work found by the District to not be in conformance to Contract requirements. Contractor shall promptly segregate and remove rejected materials from the Project site.

4.2.7 Warranties and Guaranties Upon Completion.

The Architect, in conjunction with the District and Inspector will conduct field reviews of the Work to determine the date of completion, shall receive and forward to the District for the District's review and records written warranties, guaranties, and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment when the Architect believes the Work has been completed in compliance with the requirements of the Contract Documents. The handling by the Architect of such warranties, guaranties, maintenance manuals, or similar documents shall not diminish or transfer to the Architect any responsibilities or liabilities required by the Contract Documents of the Contractor or other entities, parties, or persons performing or supplying the Work.

The Architect will conduct a field review of the Contractor's comprehensive list of items to be completed or corrected (final Punch List) and one (1) follow-up field review if required. The cost incurred by the District for further field reviews or the preparation of further Punch Lists by the Architect shall be invoiced to the Contractor and deducted from the final payment.

4.2.8 Interpretation.

The Architect will interpret and decide matters concerning performance and requirements of the Contract Documents.

4.2.9 Additional Instructions.

4.2.9.1 *Typical Parts and Sections.* Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

4.2.9.2 *Dimensions.* Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Architect's decisions on matters relating to aesthetic effect will be final.

4.3 INSPECTOR OF RECORD

4.3.1 General.

One or more Project Inspectors employed by the District and approved by the Division of the State Architect, including special Project Inspectors as required, will be assigned to the Work by the District in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties are as specifically defined in Title 24.

4.3.2 Inspector's Duties.

All Work shall be under the observation of the Inspector. Contractor shall establish a protocol for requesting inspection with Inspector so as to not delay the Work and provide adequate time for the Inspector to perform inspection. If such a protocol is not established ahead of time, Inspector may utilize the time criteria set by Title 24 of 48 hours in advance of submitting form DSA 156 for each new area. DSA requirements under PR 13-01 specifically gives the special Inspector fourteen (14) days to post to the DSA website. Contractor is responsible for delays and for failure to plan.

The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree

the Contractor's responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications nor shall the Inspector's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

4.3.3 Inspector's Authority to Reject or Stop Work.

The Inspector shall have the authority to reject Work whenever provisions of the Contract Documents are not being complied with, and Contractor shall instruct its Subcontractors and employees accordingly. In addition, the Inspector may stop any Work that poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

4.3.4 Not used.

4.3.5 Testing Times.

The District will provide inspection and testing at its cost during the normal eight (8) hour day Monday through Friday (except holidays). Work by the Contractor outside of the normal eight (8) hour day shall constitute an authorization from the Contractor to the District to provide inspection and testing as required outside of the normal eight (8) hour day. Contractor shall reimburse District for any additional costs associated with inspection and testing (including re-inspection and re-testing) outside the normal eight (8) hour day and for any retests caused by the Contractor.

It is the Contractor's responsibility to request special inspections with sufficient time so all testing may be timely completed and posted so work may proceed and the Inspector's signature is attached to the Project Inspection Card (Form 152).

4.3.6 Special Inspections and Off Site Inspections or Testing.

If Contractor has a Subcontractor or supplier that requires in plant or special inspections, inspections or tests that are out of the country, out of the state or a distance of more than the distance limitations set forth in Paragraph 13.5.2, unless a different mileage range is specified in the Special Conditions, the District shall provide the Special Inspector or individual performing tests time for inspection and testing during normal work hours. Contractor, however, is responsible for the cost of travel, housing, food, out of area premiums that may be in the Inspector or Testing Agreement with District, or other expenses necessary to ensure proper inspection, special inspection or testing is provided by one or more of a DSA Certified Inspector, Special Inspector, or individual performing tests. In addition, if the DSA Certified Inspector, Special Inspector, or individual performing test has contractual travel clauses or special rates for out of town inspection, Contractor is responsible for all costs associated with the contractual travel costs in addition to all other costs. Arrangements for inspection and/or testing shall be made far enough in advance so as to not delay the Work

4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE DISTRICT FOR PROFESSIONAL SERVICES

If at any time prior to the completion of the requirements under the Contract Documents, the District is required to provide or secure additional professional services for any reason by any act of the Contractor or its Subcontractors of any tier, the District shall invoice the Contractor for any costs incurred for any such additional services, which costs shall be deducted from the next progress payment. Such invoicing shall be independent from any other District remedies and shall not be considered a waiver of any District rights or remedies. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District. Additional services shall include, but shall not be limited to, the following:

(a) Services made necessary by the default of the Contractor or its Subcontractors of any tier.

(b) Services made necessary due to the defects or deficiencies in the Work of the Contractor or its Subcontractors of any tier.

(c) Services required by failure of the Contractor or its Subcontractors of any tier to perform according to any provision of the Contract Documents.

(d) Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors proposed by the Contractor, and making subsequent revisions to Drawings, Specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).

(e) Services for evaluating and processing claims submitted by the Contractor in connection with the Work outside the established Change Order process.

(f) Services required by the failure of the Contractor or its Subcontractors of any tier to prosecute the Work in a timely manner in compliance within the specified time of completion.

(g) Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.

(h) Services in conjunction with more than one (1) re-review of submittals of shop drawings, product data, samples, etc.

4.5 DISPUTES AND CLAIMS

4.5.1 Decision of Architect.

Disputes, which are not submitted by the Contractor as formal Claims as defined in Section 4.5.9.1.(a), between District and Contractor involving money or time, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for action as provided in Paragraph 4.5.2. A decision by the Architect, as provided in Paragraph 4.5.5, shall be required as a condition precedent to proceeding with remedies set forth in Paragraph 4.5.6 as to all such matters arising prior to the date final payment is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has been completed. The decision by the Architect in response to a dispute shall not be a condition precedent to the remedies under Paragraph 4.5.2 through 4.5.5 in the event: (1) the position of Architect is vacant; (2) the Architect has not received evidence or has failed to render a decision within agreed time limit; (3) the Architect has failed to take action required under Paragraph 4.5.5 within thirty (30) days after the dispute is made, forty-five (45) days have passed after the dispute has been referred to the Architect; or (4) the dispute relates to a Stop Payment Notice Claim not arising from any extra change order or Construction Change Directive for which approval has not been provided.

4.5.2 Architect's Review.

The Architect will review disputes and take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the disputing party; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the disputing party's position in whole or in part, stating reasons for rejection; (4) recommend approval of the disputing party's position; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the Surety, if any, of the nature and amount of the dispute.

4.5.3 Documentation if Resolved.

If a dispute has been resolved, the Architect will prepare or obtain appropriate documentation.

4.5.4 Actions if Not Resolved.

If a dispute has not been resolved and all documentation requested pursuant to Paragraph 4.5.2 has been provided, the party raising the dispute may, within ten (10) days after the Architect's preliminary response, take one or more of the following actions: (1) modify the initial dispute; (2) notify the Architect that the initial dispute stands; or (3) supplement with additional supporting data.

4.5.5 Architect's Written Decision.

If a dispute has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect's decision will be made within twenty (20) days. Upon expiration of such time period, the Architect will render to the parties its written decision relative to the dispute, including any proposed change in the Contract Sum or Contract Time or both. The Architect may, but is not obligated to, notify the Surety and request the Surety's assistance in resolving the controversy.

4.5.6 Continuing Contract Performance.

Pending final resolution of a dispute, or a Claim as set forth below, including during Architect review, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, except by written agreement by the District, and the District shall continue to make any undisputed payments in accordance with the Contract. If the dispute or Claim is not resolved, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but Contractor's sole remedy shall be as set forth in this Article. At the District's sole option, the District may submit individual disputes for binding arbitration and Contractor agrees to the resolution determined for each individual dispute by Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual disputes, such resolution is full and final as to that particular Claim.

4.5.7 Claims for Concealed Trenches or Excavations Greater Than Four Feet Below the Surface.

When any excavation or trenching extends greater than four feet below the surface or if any condition involving hazardous substances are encountered:

(a) Immediately upon discovery, The Contractor shall promptly, and before the following conditions are disturbed, notify the District, by telephone and in writing, of the condition except:

1. If such condition is a hazardous waste condition, and Contractor's bid includes removal or disposal of hazardous substances. Material that the Contractor believes may be a material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law. In such case, the notice and/or bulletin procedures of Specification Section 01 26 00 apply.

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

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.

(b) The District shall investigate the conditions, and if District finds that the conditions do materially so differ, 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 may issue a Change Order or Construction Change Directive under the procedures described in the Contract.

(c) In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, 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 which pertain to the resolution of disputes and protests between the contracting parties.

4.5.8 Claims for Extension of Time.

If Contractor and District cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in Paragraph 8.4. Upon completion of the procedures set forth under Paragraph 8.4, Contractor must then comply with the requirements in this Article including those set forth under Paragraph 4.5.9.

4.5.9 **Claims Procedures**.

4.5.9.1 Procedure *applicable to all Claims:*

(a) Definition of Claim: A "Claim" means a separate demand by the Contractor sent to the District by registered mail with return receipt requested for one or more of the following: (1) time extension, (2) 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 the claimant is not otherwise entitled to, or (3) an amount of payment which is disputed by the District.

(b) Filing Claim is Not Basis To Discontinue Work: The Contractor shall promptly comply with Work under the Contract or Work requested by the District even though a written Claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all Claims that may arise during the performance of the Work covered by this contract.

(c) Claim Presentation: 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 Claim, give notice of the Claim 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 Claim, Contractor shall file with the District an itemized statement of the details and amounts of its Claim for any increase in the Contract Price of Contract Time, including a Schedule Analysis and any and all other documentation substantiating Contractor's claimed damages. 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. Likewise, failure to timely submit a claim and the requisite supporting documentation shall constitute a waiver of such claim. Contractor shall not be entitled to consideration for payment or time on account. In no event shall Contractor be entitled to an extension in time or delay costs for any days past the Contract completion date, or Phase completion date as applicable, set forth in a Notice of Completion.

(d) The Claim shall identify:

(i) The issues, events, conditions, circumstances and/or causes giving rise to the dispute, and shall show, in detail, the cause and effect of same;

(ii) The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, schedule, Phase completion dates or milestones as applicable, and/or Contract Time adjustments;

(iii) The line-item costs for labor, material, and/or equipment, if applicable;

(iv) A request by Contractor, if any, to waive the claims procedure under Public Contract Code section 9204 and proceed directly to the commencement of a civil action or binding arbitration, as applicable.

(e) The Claim shall include the following certification by the Contractor:

(i) 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.

(ii) 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. Contractor may not separately recover for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

(f) Contractor shall bind its Subcontractors to the provisions of this section and will hold the District harmless against disputes by Subcontractors.

4.5.10 Claims Resolution Pursuant to Public Contract Code 9204.

4.5.10.1 STEP 1:

(a) Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate the Claim, 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, the District and Contractor may, by mutual agreement, extend the time period to provide a written statement. If the District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time

following receipt of Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45- day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion

(i) If payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Undisputed amounts not paid in a timely manner as required by this section shall bear interest at seven percent (7%) per annum.

(b) 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. In this instance, Contractor must comply with the section below regarding Government Code Claim Act Claims.

(c) If the District fails to issue a written statement, or to otherwise meet the time requirements of this section, this 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 a 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 Contractor.

4.5.10.2 STEP 2:

(a) If Contractor disputes the District's written response, or if the District fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. 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 dispute. 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.

(i) 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. Undisputed amounts not paid in a timely manner as required by this section shall bear interest at seven percent (7%) per annum.

4.5.10.3 STEP 3:

(a) Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the District and 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.

(i) 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.

(b) Unless otherwise agreed to by the District and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under law or the Contract Documents to mediate after litigation has been commenced.

4.5.10.4 STEP 4:

(a) If mediation under this section does not resolve the parties' dispute, the District has the option to require arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

4.5.11 Government Code Claim Act Claim.

If a Claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Dispute and Claim Resolution requirements, including those pursuant to Public Contract Code section 9204, the Contractor shall comply with all claims presentation requirements 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 Government Code as a condition precedent to the Contractor's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a dispute or Claim must be presented to the District shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied, including any time utilized by any applicable meet and confer process.

4.5.12 Dispute and Claims Resolution Non-Applicability

4.5.12.1 The procedures for dispute and claim resolutions set forth in this Article shall not apply to the following:

(a) Personal injury, wrongful death, or property damage claims;

(b) Latent defect or breach of warranty or guarantee to repair;

(c) Stop payment notices;

(d) District's rights set forth in the Article on Suspension and Termination;

(e) Disputes arising out of State labor compliance, if applicable; or

(f) 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 Claim Resolution requirements provided in this Article.

4.5.12.2 Contractor's costs and expenses incurred in seeking relief under this Article are not recoverable from the District.

4.5.13 *Binding Arbitration of Individual Claim Issues.* At the District's sole option, the District may submit individual disputes, or Claims, to binding arbitration and Contractor agrees to the resolution determined for each individual dispute by Arbitrator, including resolution of time and delays. If binding arbitration is utilized, such resolution is a full and final resolution of the particular Claim or dispute. Under no circumstances may the Contractor stop work, rescind its contract or otherwise slow the progress of Work during resolution of individual Claims in binding Arbitration.

4.5.14 *Resolution of Disputes in Court of Competent Jurisdiction*. If Claims are not resolved under the procedure set forth in this Article, such Claim or controversy shall be submitted to a court in the County of competent jurisdiction after the Project has been completed, and not before.

4.5.15 *Warranties, Guaranties and Obligations*. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon Contractor by the General Conditions and amendments thereto; and all of the rights and remedies available to District and Architect thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations by special warranty or guaranty or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 Subcontractual Relations

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the

Contractor all the same obligations and responsibilities, assumed by Contractor pursuant to the Contract Documents. Each subcontract agreement shall preserve and protect the rights of the District and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Contractor shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.1.2 Subcontractor Licenses.

All subcontractors shall be properly licensed by the California State Licensing Board. 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.

5.1.3 Substitution of Subcontractor

Substitution of Subcontractors shall be permitted only as authorized under Public Contract Code §§ 4107 et. seq. Any substitutions of Subcontractors shall not result in any increase in the Contract Price or result in the granting of any extension of time for the completion of the Project.

5.1.4 Contingent Assignment of Subcontracts and Other Contracts

Each subcontract and other contract or agreement for any portion of the Work is hereby assigned by the Contractor to the District provided that:

(a) Such assignment is effective only after termination of this Contract with the Contractor by the District as provided herein and only for those subcontracts and other contracts and agreements that the District accepts by notifying the Subcontractor or Materialman (as may be applicable) in writing; and

(b) Such assignment is subject to the prior rights of the Surety(ies) obligated under the Payment Bond and Performance Bond.

The Contractor shall include adequate provisions for this contingent assignment of subcontracts and other contracts and agreements in each such document.

ARTICLE 6
CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS

6.1 DISTRICT'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Separate Contracts.

(a) District reserves the right to let other contracts in connection with this Work. Contractor shall afford other contractors reasonable opportunity for (1) introduction and storage of their materials; (2) access to the Work; and (3) execution of their work. Contractor shall properly connect and coordinate its work with that of other Contractors.

(b) If any part of Contractor's Work depends on proper execution or results of any other contractor, the Contractor shall inspect and within seven (7) days or less, report to Architect, in writing, any defects in such work that render it unsuitable for proper execution of Contractor's work. Contractor will be held accountable for damages to District for that work which it failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute its acceptance of other contractors' work as fit and proper for reception of its work, except as to defects which may develop in other contractors' work after execution of Contractor's work.

(c) To ensure proper execution of its subsequent Work, Contractor shall measure and inspect Work already in place and shall at once report to the Architect in writing any discrepancy between executed Work as built and the Contract Documents.

(d) Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by District in prosecution of the Project and the potential impact of such work on Contractor's schedule.

(e) Nothing herein contained shall be interpreted as granting to Contractor the exclusive occupancy at the site of Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project Site. If execution of any contract by the District is likely to cause interference with Contractor's performance of its contract, District shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether work can be coordinated so that contractors may proceed simultaneously.

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

(g) District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts at the Project, or caused

by any decision or omission of District respecting the order of precedence in performance of contracts.

6.1.2 District's Right to Carry Out the Work. See Paragraph 2.2.

6.1.3 Designation as Contractor.

When separate contracts are awarded to contractors on the Project Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate District/Contractor Agreement.

6.1.4 Contractor Duties.

The Contractor shall have overall responsibility to reasonably coordinate and schedule Contractor's activities with the activities of the District's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the District in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors, and the District until subsequently revised. Additionally, Contractor shall coordinate with Architect and District inspector to ensure timely and proper progress of work.

6.2 CONSTRUCTIVE OWNERSHIP OF PROJECT SITE AND MATERIAL

Upon commencement of Work, the Contractor becomes the constructive owner of the entire site, improvements, material and equipment on Project site. Contractor must ensure proper safety and storage of all materials and assumes responsibility as if Contractor was the owner of the Project site. All risk of loss or damage shall be borne by Contractor during the Work until the date of Completion. As construction owner, Contractor must carry adequate insurance in case of calamity and is not entitled to rely on the insurance requirements as set forth in this agreement as being adequate coverage in case of calamity.

6.3 DISTRICT'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors, and the District as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.13, the District may clean up and allocate the cost among those it deems responsible.

ARTICLE 7
NOT USED

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 Contract Time.

Contractor shall perform and complete all Work under this Contract within the time specified in the Agreement Form. Moreover, Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or Project milestones developed pursuant to the provisions of the Contract including, but not limited to the Project Schedule set forth in the Specifications.

8.1.2 Notice to Proceed.

District may give a notice to proceed within three (3) months of the award of the bid by District. Once Contractor has received the notice to proceed, Contractor shall complete the Work in the period of time referenced in the Contract Documents.

In the event that District desires to postpone the giving of the notice to proceed beyond this three-month period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone giving of 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 giving of the notice to proceed

If the Contractor believes that a postponement of the District's giving of the notice to proceed beyond this three-month period will cause a hardship to Contractor, Contractor may terminate the Contract with written notice to District within 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 C ontract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsible bidder.

8.1.3 Computation of Time.

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

The Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by National Oceanic and Atmospheric Administration (NOAA) weather data. No less than the amount of work days allocated in Section 01 32 50, Delay and Extensions to the Work, shall be allocated equally across the Contract Time, unless otherwise approved by the District, and will be identified as non-working weather days in the Contractor's Baseline CPM Schedule for the entire Contract period of performance. The weather days shall be shown on the Baseline CPM Schedule and if not used

will become float for the Project's use. A day-for-day extension will only be allowed for those days in excess of the norm. The Contractor is expected to work seven (7) days per week (if necessary, irrespective of inclement weather), to maintain access, and to protect the Work under construction from the effects of inclement weather. If the weather is unusually severe and is in excess of the NOAA data norm and prevents the Contractor from beginning work at the usual daily starting time, or prevents the Contractor from proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day's current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, the Architect will designate such time as unavoidable delay and grant one (1) work-day extension.

8.2 HOURS OF WORK.

8.2.1 Sufficient Forces.

Contractors and Subcontractors shall continuously furnish sufficient and competent forces with the required levels of familiarity with the Project and skill, training, and experience to ensure the prosecution of the Work in accordance with the Construction Schedule.

8.2.2 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.

8.2.3 Costs for After Hours Inspections.

If the Contract Documents require Work to be done outside the Inspector's regular working hours, the costs of any after hour inspections, shall be borne by the District.

If the District allows the Contractor to do Work outside regular working hours for the Contractor's convenience, or if required to maintain schedule, the costs of any inspections required outside regular working hours shall be borne by the Contractor and shall be invoiced to the Contractor by the District or the District may deduct those expenses from the next Progress Payment.

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

8.3 PROGRESS AND COMPLETION.

8.3.1 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.

8.4 EXTENSIONS OF TIME – LIQUIDATED DAMAGES

8.4.1 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 specified in the Construction Agreement for each calendar day of delay in completion. Contractor and his surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

8.4.2 Excusable Delay.

Contractor shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault or negligence of Contractor or its subcontractors, including acts of God, as defined in Public Contract Code Section 7105, acts of enemy, epidemics, pandemics, and quarantine guidelines or restrictions.

8.4.2.1 Compensable Delay. No extended overhead, general conditions costs, impact costs, out-of-sequence costs or any other type of compensation, by any name or characterization, shall be paid to the Contractor for any delay to any activity not designated as a critical path item on the latest approved Project schedule, even if the delay is an Excusable Delay.

8.4.2.2 Notification. The Contractor shall notify the District in writing of any anticipated delay and its cause, in order that the District may take immediate steps to prevent, if possible, the occurrence or continuance of delay, and 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.

8.4.2.3 Extension Request. In the event the Contractor requests an extension of Contract time for unavoidable delay that impacts the critical path of the Work, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, i.e., extensions, for proposed Change Orders, they must be submitted with the proposed Change Order with full justification and documentation. If the Contractor fails to submit justification with the proposed Change Order it waives its right to a time extension at a later date. Such justification must be based on the official Contract schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the scope of Work. The justification must include, but is not limited to, the following information:

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

(b) Logical ties to the official Contract schedule for the proposed changes and/or delay showing the activity/activities in the schedule whose start or completion dates are affected by the change and/or delay. In particular, Contractor must show an actual impact to the schedule, after making a good faith effort to mitigate the delay by rescheduling the Work, by providing an analysis of the schedule ("Schedule Analysis"). Such Schedule Analysis shall describe in detail the cause and effect of the delay and the impact on the critical dates in the Project schedule. (A fragnet of any delay of over seven (7) days must be provided.)

The Contractor and District understand and expressly agree that insofar as Public Contract Code Section 7102 may apply to changes in the Work or delays under this contract, the actual delays and damages, if any, and time extensions are intended to, and shall provide, the exclusive and full method of compensation for changes in the Work and construction delays.

8.4.3 Notice by Contractor Required.

The Contractor shall within five (5) calendar days of beginning of any such delay notify the District in writing of causes of delay with justification and supporting documentation. District will then ascertain the facts and extent of the delay and grant an extension of time for completing the Work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected. An extension of time may only be granted after proper compliance with the Specification Sections requiring preparation and submission of a properly prepared CPM schedule. The sole remedy of Contractor for extensions of time under Paragraph 8.4.2 shall be an extension of the Contract Time at no cost to the District.

Claims relating to time extensions shall be made in accordance with applicable provisions of Specification Section 01 32 50.

8.4.4 No Additional Compensation for Delays within Contractor's Control

CONTRACTOR IS AWARE THAT GOVERNMENTAL AGENCIES, SUCH AS THE DIVISION OF THE STATE ARCHTIECT, 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. CONTRACTOR HAS INCLUDED DELAYS AND DAMAGES WHICH MAY BE CAUSED BY SUCH AGENCIES IN CONTRACTOR'S BID. THUS, CONTRACTOR IS NOT ENTITLED TO MAKE CLAIMS UPON THE DISTRICT FOR DAMAGES OR DELAYS ARISING FROM THE DELAYS CAUSED BY SUCH AGENCIES. FURTHERMORE, THE CONTRACTOR HAS SCHEDULED FOR SUCH DELAYS AND IS NOT ENTITLED TO AN EXTENSION OF TIME FOR DELAYS CAUSED BY GOVERNMENTAL AGENCIES WHICH CONTRACTOR MUST OBTAIN APPROVALS FROM. THUS, CONTRACTOR IS NOT ENTITLED TO MAKE A CLAIM FOR DAMAGES OR DELAYS OR FOR AN EXTENSION OF TIME ARISING FROM THE REVIEW OF CONTRACTOR'S DRAWINGS OR APPROVAL OF A PROPOSED INSTALLATION.

CONTRACTOR SHALL ONLY BE ENTITLED TO COMPENSATION FOR DELAY WHEN THE FOLLOWING CONDITIONS ARE MET: (1) THE DISTRICT IS RESPONSIBLE FOR THE DELAY; (2) THE DELAY IS UNREASONABLE UNDER THE CIRCUMSTANCES INVOLVED; (3) THE DELAY IS BEYOND THE CONTRACTOR'S CONTROL; AND (4) THE DELAY WAS NOT WITHIN THE CONTEMPLATION OF DISTRICT AND CONTRACTOR. ANY REQUEST FOR A COMPENSABLE DELAY MUST BE INCLUDED ON A PROPOSED CHANGE ORDER.

ARTICLE 9

NOT USED

ARTICLE 10

NOT USED

ARTICLE 11
INSURANCE AND BONDS

11.1 INSURANCE AND BONDS

11.1.1 OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

The District, hereinafter called the "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 OCIP will be primary to other valid and collectable insurance for the owner and enrolled parties in the program. The SEWUP JPA will provide Workers' Compensation, Employer's Liability, General & Excess Liability, Contractor's Pollution Liability, and Builder's Risk insurance 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"). The Owner agrees to pay all premiums associated with the OCIP, unless otherwise stated in this section and in other contract documents.

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 11.1.7. The Owner recommends that Contractors discuss the OCIP with their insurance agents, brokers or consultants to assure 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 11.1.5.

Definitions:

Enrollment: An Eligible Contractor/Subcontractor is considered Enrolled once required documents are received, reviewed and processed by the OCIP Program Administrator to the insurer. (See Sections 11.1.7 and 11.1.8)

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 all vendors' suppliers, businesses, 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.

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 (but is not limited to): consultants; suppliers; abatement and/or removal of hazardous materials; vendors; materials dealers; surveyors; consultants; guard services; non-construction janitorial services; and truckers, including trucking to the Project where delivery is the only scope of work performed; contractors subbing out installation who are not performing labor on the project site; 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 Any questions regarding a Contractor's status as "Eligible" or "Ineligible" should be referred by written request to Owner and approved by the Program Administrator

EACH CONTRACTOR/SUBCONTRACTOR MUST INCLUDE THIS DOCUMENT WITH THEIR BID SPECIFICATIONS TO ANY AND ALL 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 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. Subcontractors 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 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 11.1.16)**. Minimum Insurance and endorsement requirements are located in Section **11.1.7 & 11.1.8.**

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:

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 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 11.1.7, 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.

11.1.2 PREQUALIFICATION & COST IDENTIFICATION

A. Contractor Pre-Qualification

Pursuant to Government Code Section 4420.5, Bidders must meet certain minimum standards in order to bid on the Owners' Project. The following qualification standards apply to ALL Bidding Contractors at time of bid opening:

1. **Have an average Workers' Compensation Experience Modification Rate (EMR) of 1.25 or less over the last five (5) years.**

2. **Have Zero (0) Serious and Willful violations (Labor Code Section 6300) against them in the past five (5) years**
3. **Provide evidence of an Injury and Illness Prevention Program (IIPP). Evidence is required to be submitted after 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 the change order is priced to exclude any costs relating to any insurance coverage afforded under the OCIP.

11.1.3 OWNER-PROVIDED INSURANCE COVERAGES

CONTRACTOR/SUBCONTRACTOR SHOULD REFER TO THE ACTUAL POLICIES FOR DETAILS CONCERNING COVERAGE, EXCLUSIONS, AND LIMITATIONS. IN THE EVENT OF ANY CLAIM OR QUESTION REGARDING COVERAGE PROVIDED BY THE OCIP, THE ORIGINAL POLICIES WILL PREVAIL AS THE SOLE BINDING AGREEMENT. OCIP POLICIES AND 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 11.1.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 March 2018, 100% of the limits are available with an estimated $800 Million in construction values to be insured.

A. Workers' Compensation and Employer's Liability Insurance, will be provided in accordance with applicable state laws, to all Enrolled Contractors/Subcontractors,

each as 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	Intentional or Aggravated Bodily Injury
Bodily Injury To Any Member of Flying Crew	Obligations Imposed By Disability Benefits or Any Similar Law
Bodily Injury To Person Subject To Federal Workers' Compensation	Obligations Imposed By Occupational Disease Laws
Bodily Injury To Person Subject To Occupational Disease Laws	Obligations Imposed By Unemployment Compensation Laws
Contractual Liability	Obligations Imposed By Workers' Compensation Laws
Employees Knowingly Employed Illegally	State or Federal Law Violation Fines, Penalties
Employment Related Practices	

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, 2019. The policy term is one year, with automatic one-year renewals until the Project is completed. The policy is intended to remain in effect for duration of the contractor's contractual work. Warranty work and post contract repair work is excluded. Each Contractor/Subcontractor is insured under the policy for the length of its work at the Project.

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 insured, with the total limits of liability reflecting the following:

- $ 75,000,000 Bodily Injury and Property Damage Liability
- $145,000,000 General Aggregate
- $ 75,000,000 Products and Completed Operations
- 10 Years Completed Operations

1. Deductible: None

2. Exclusions: The known exclusions for this coverage are set forth below:

Aircraft, Auto or Watercraft	Nuclear
Asbestos	Personal and Advertising Bodily Injury
Certain Exclusions To Medical Payments Coverage	Pollution
Certain Exclusions To Personal and Advertising Injury Liability	Prior Continuous, or Progressively Deteriorating Injury or Damage
Certified Acts of Terrorism	Professional Liability
Contractual Liability (Limited Coverage Provided)	Recall of Products, Work Or Impaired Property
Employers Liability	Silica or Silica Mixed Dust
Employment Related Practices	Subsidence
Expected or Intended Injury	Violation of Statutes Governing Collecting, Transmitting Information
Exterior Insulation and Finish Systems (EIFS) "Subject to Installation Requirements"	Violation of Statutes Governing Email, Fax, Phone Calls
Fungi Or Bacteria	War
Lead	Workers Compensation and Similar Laws
Mobile Equipment	

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:
   a. The master policy effective date is October 1, 2019. The policy is intended to remain in effect for the length of the Project or through October 1, 2022 at 12:01am, whichever comes first.
   b. Ten years Products and Completed Operations coverage.

C. Contractor's Pollution Liability, is written on an "Occurrence" form 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:

- $5,000,000 Per Occurrence / $5,000,000 Policy Aggregate
- Defense costs included within limits

1. $10,000 Deductible per Occurrence

2. 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 will apply to each occurrence and must be satisfied prior to payment of the loss. The deductible amount shall not be reimbursed by the OCIP Insurance Program or the District.

3. Exclusions: The known exclusions for this coverage are set forth below:

Auto, Aircraft, Vessel Or Rolling Stock	Nuclear
Claims Between Certain Insureds	Other Entities
Contractual Liability	Pre-Existing Conditions

Damage To Property	Products
Disposal Sites	Related Entities and Individuals
Employment Related Practices	Transportation Of Pollutants
Fines, Penalties, and Treble Damages	War
Hazardous Materials Facility	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.

4. Policy Term: The master policy effective date is October 1, 2019. The policy is intended to remain in effect for the length of the Project or through October 1, 2024 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 insured's. The deductible schedule is as follows:

New Construction & Renovation

- $10,000 - $50,000 deductible (depending on type of structure) for Wood Frame, Masonry Non-Combustible or Joisted Masonry, and Fire Resistive / Non-Combustible.
- $50,000 - $100,000 deductible for Water Damage.

1. Contractor/Subcontractors shall be responsible for the applicable deductible. The deductible will 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	Foreign Terrorism
Certain Offsite Property	Infidelity, Dishonesty, Fraudulent Activity Of Insured
Certain Release, Discharge, Escape, or Dispersal Of Contaminants	Land, Values of Land, Cut, & Fill etc. Prior to Project Commencement
Certified Acts of Terrorism (Optional)	Loss Under Any Manufacturer or Supplier Guarantee/Warranty
Cessation of Work	Normal Subsidence
Contractor's Tools, Machinery, Plans, Equipment	Nuclear
Cost of Making Good	Offshore Or Barrier Island Property
Damage To Existing Property (Optional)	Property That Stores, Processes, or Handles Radioactive Materials
Damage While Testing Prototype or Used Machinery/Equipment	Rolling Stock, Aircraft, Watercraft

Damages, Fines, Penalties At Government Agency or Court Order	Software Loss, unless results from an Open Peril
Disappearance or When Revealed By Inventory Shortage Alone	Standing Timber, Growing Crops, Animals
Earth Movement (Optional)	Subsidence
Electrical, Magnetic, or Errors Related To Electronic Records	Vehicles or Equipment Licensed For Highway Use
Financial Accounts, Instruments, Stamps, Deeds, Precious Material	War and Military Action
Flood (Optional)	

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. Special Conditions: **All wood frame only projects are subject to Protective Safeguards as shown in Error! Reference source not found.**EXHIBIT 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 contemplated 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 11.1.3, 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.

11.1.4 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.

11.1.5 CONTRACTOR/SUBCONTRACTOR RESPONSIBILITIES

Participation in the OCIP is mandatory but not automatic. Each Eligible Contractor /Subcontractor must comply with the following:

A. Contractor Eligibility, see Section 11.1.1, **A** for definition.

B. Enrollment Compliance

The Program Administrator will provide online enrollment via Keenan Wrap, through its proprietary software referred to herein as "Wrap Portal"; a User Name, Password and URL for website enrollment will be provided to each Subcontractor upon entry of Subcontractor identifying information into Wrap Portal by Contractor or Parent Subcontractor.

An Eligible Subcontractor is not enrolled until the Program Administrator and OCIP insurers receive and approve a completed OCIP Enrollment via Wrap Portal, 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 11.1.7 and 11.1.8) via Wrap Portal.

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 11.1.4

All Subcontractors shall cooperate with, and require their Subcontractors to cooperate with, the Owner and the Program Administrator, in regards to 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 on a monthly basis via Wrap Portal until the completion of the contract. 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 Program Administrator on a monthly basis, the Contractor, Construction Manager and/or Owner may withhold payment 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).

   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).

2. **Contractor's Completion Notice**
   Contractor's Completion Notice must be submitted to the Program Administrator via Wrap Portal upon completion of work at the Project, which includes Punch List items, but not warranty work. Subcontractor shall cooperate with Contractor in completing the *Contractor's Completion Notice.* This form evidences all enrolled Subcontractors' actual start and completion dates, per each contract. This information is used to confirm that each Workers' Compensation Policy was issued with correct policy term dates, covering the Subcontractors for the duration of their work at the Project. This information is subsequently submitted to the Workers' Compensation Insurance Rating Bureau (WCIRB).

3. **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. 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.

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.

11.1.6 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.

11.1.7 REQUIRED CONTRACTOR/SUBCONTRACTOR PROVIDED INSURANCE COVERAGES

For any work under this contract, and until Final Completion 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 Are as Follows: See Section 11.1.8 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:

Auto Liability Insurance Limits:

Contractors/Subcontractors of all tiers

General/Prime Contractor	Subcontractor	
$2,000,000	$1,000,000	Bodily Injury and Property Damage

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
$2,000,000	$1,000,000	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 Aggregate

Ineligible Contractors / Subcontractors (Excluded)

Prime Contractor	Subcontractor	
$2,000,000	$2,000,000	Bodily Injury and Property Damage
$2,000,000	$2,000,000	Per Occurrence
$4,000,000	$2,000,000	General Aggregate
$2,000,000	$2,000,000	Products/Completed Operations Aggregate
$2,000,000	$2,000,000	Personal/Advertising Injury Aggregate

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

F. **Aircraft or Watercraft Liability Insurance:** If any Contractor/Subcontractor requires the use of Aircraft or Watercraft at the Project Site, 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". 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

11.1.8 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 11.1.7 and 11.1.8 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:

Yuba Community College District

c/o Statewide Educational Wrap Up Program (SEWUP)
425 Plumas Boulevard, Suite 200
Yuba City, California, 95991

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.

   Yuba Community College District
   c/o Statewide Educational Wrap Up Program (SEWUP)
   425 Plumas Boulevard, Suite 200
   Yuba City, California, 95991

11.1.9 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.

11.1.10 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.

11.1.11 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 to the extent of 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 to the extent of any loss or damage, which is insured under the OCIP.
3. The Contractors/Subcontractors are obligated to indemnify the Owner for damages or claims not covered by the OCIP.

11.1.12 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.

11.1.13 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 it's appointed representatives, as may be required.

11.1.14 DUTIES IN THE EVENT OF A LOSS

Contractors/Subcontractors are required to report all losses, which include 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 Work and that the insurers are called upon to adjust.

In the event of an accident, it shall be the responsibility of the employing 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.

11.1.15 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.

11.1.16 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.

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. Scaffold work
    f. Work performed from ladders
2. A safety monitor as means of fall protection is prohibited.
3. Ladder jacks, lean-to, and prop-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 minimum parapet height allowed for fall protection is 42 inches or greater.
8. 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.
9. 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.
10. 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.
11. 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.

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, as well as 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. 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.
4. Alcohol is prohibited on District property always.
5. 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.
6. 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.

7. All prime contractors must attend the site-specific pre-construction meeting.
8. 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.
9. All Contractors/Subcontractors shall control the break time activities of the employees to assure the cleanup of all soda cans, food wrappers, plastic bottles, or food containers from the break area. Such areas shall be cleaned immediately after the break and all waste placed in trash receptacles. No glass containers are permitted on the site.
10. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
11. 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/her license on his/her 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.
3. The contractor shall provide an erection plan and procedure for erection of trusses and beams over 25 feet long. The erection plan and procedure shall be prepared by a civil engineer currently registered in California. This plan and procedure shall be followed and kept available on the job site.

F. 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. 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.
    b. 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.

c. The Enrolled Contractor/Subcontractor is expected to accommodate the injured employee and facilitate the return to work.
d. It will be the responsibility of the Insurance Carrier's Adjuster to maintain communication with the treating physician and the Enrolled Contractor/Subcontractor to facilitate the prompt return of an employee to full work status.

G. Competing Safety Requirements:

The District and SEWUP OCIP program place a very high value on project safety. Each may have their own safety requirements that are very similar in nature. However, in the event the requirements are in conflict or one is silent on a particular matter, then the requirement affording the greatest of amount protection will control. For example, if the District's Safety Program Requirements do not mandate 6' Fall Protection, then Section "6.5 Mandatory 6' Fall Protection" contained in the SEWUP Project Insurance Manual will control.

H. 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.

11.1.17 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 the 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 which the creditor or releasing party did 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 Work and the expiration or other termination of the Agreement.

11.1.18 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, unwaivable conflict of interest mandating 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 11.1.18.

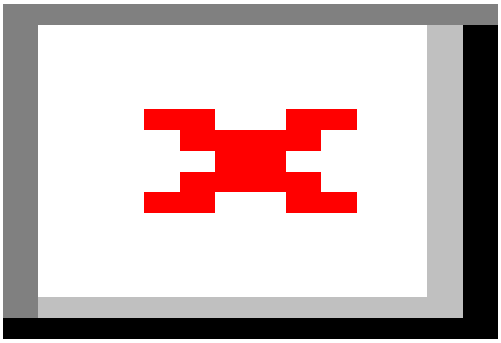
(b) In defense of Claims arising under the OCIP, information shared with counsel engaged to defend the insureds (" Defense Counsel") will be protected from disclosure and shall remain privileged even after the termination of the OCIP and/or the completion of the Project. Contractor/Subcontractor agrees 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 11.1.18 shall preclude Contractor/Subcontractors from engaging counsel of its choice, at its sole expense, to associate in the defense of any such Claim.

11.1.19 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 Work and to complete the Work in strict compliance with the contract documents.

OCIP Exhibit A: Protective Safeguards



OCIP Exhibit B: OCIP Manual (see attachment?)

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.

11.2 PERFORMANCE AND PAYMENT BONDS

11.2.1 Bond Requirements

Unless otherwise specified in the Supplemental Conditions or Special Conditions, prior to commencing any portion of the Work, the Contractor shall furnish separate Payment and Performance Bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate Surety authorized and admitted to transact business in California as sureties. 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. The cost of all bonds shall be included in the Bid and Contract Price.

To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the Surety. If the Contractor fails to promptly furnish the required bonds, the District may terminate the Contract for cause.

11.2.1.1 Surety Qualification

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted Surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

11.2.1.2 Alternate Surety Qualifications

If a California-admitted Surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.

ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 Uncovering Work for Required Inspections.

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, Inspector, or the Architect, be uncovered for the Inspector's or the Architect's observation and be corrected, replaced and/or recovered at the Contractor's expense without change in the Contract Price or Contract Time.

12.1.2 Costs for Inspections not Required.

If a portion of the Work has been covered which the Inspector or the Architect has not specifically requested to observe prior to its being covered, the Inspector or the Architect may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncover and replacement may, by appropriate Change Order, be charged to the District. If such Work is not in accordance with Contract Documents, the Contractor shall pay such costs unless the condition was caused by the District or a separate contractor, in which event the District shall be responsible for payment of such costs to the Contractor.

12.2 CORRECTION OF WORK

12.2.1 Correction of Rejected Work.

The Contractor shall promptly correct the Work rejected by the Inspector, the Architect, or the District 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.

12.2.2 One-Year Warranty or Guaranty 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 and guaranties established under this Contract, or by the terms of an applicable special warranty or guaranty 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 not apply to any Punch List or any disputed Work until Contractor has completed such Punch List or disputed Work to the satisfaction of the District pursuant to the Contract Documents, or the District has expressly accepted such disputed Work ("Completion of Disputed Work"). Upon such Completion of Disputed Work, the one (1) year period shall commence regarding such scope. This period of one (1) years 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 under this Paragraph 12.2.2 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.

12.2.3 District's Rights if Contractor Fails to Correct.

If the Contractor fails to correct nonconforming Work within a reasonable time, the District may correct it, pursuant to the Contract Documents, including, but not limited to, Specification Section 01 29 00.

ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

The District and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors,

assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents.

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 the Contract Documents. Contractor shall not assign or transfer in any manner to a Subcontractor, supplier, or any other person or entity the right to prosecute or maintain an action against the District.

13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by overnight delivery services, or by registered or certified mail with postage prepaid, return receipt requested, to the last business address known to the party giving notice. If notice is given by personal delivery, it shall be considered delivered on the day of delivery. If notice is given by overnight delivery services, it shall be considered delivered one (1) day after the date deposited, as indicated by the delivery services. 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.

13.4 RIGHTS AND REMEDIES

3.4.1 Duties and Obligations Cumulative.

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

3.4.2 No Waiver.

No action or failure to act, or failure in any one or more instances to insist upon strict performance of any of the terms of this Contract, or to exercise any option conferred in the Contract Documents, by the Inspector, the District, the Construction Manager, or the Architect shall constitute or be construed as a waiver or relinquishment of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 TESTS AND INSPECTIONS

13.5.1 Compliance.

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5.2 Independent Testing Laboratory.

The District will select and pay an independent testing laboratory to conduct all tests and inspections required by regulatory agencies. Selection of materials required to be tested shall be made by the laboratory or the District's representative, and not by the Contractor. All costs for all other tests shall be included in the Bid Price and shall be paid for by the Contractor. The Contractor will be responsible to reimburse the District for the cost differential (e.g., travel expenses, subsistence expenses, higher hourly rates, premium time for overtime hours or outside of normal work day hours, swing shifts), if any, for inspection and testing services required by regulatory agencies incurred outside of a **fifty (50) mile radius from the Project Site**, or if the Contractor requests inspection and testing services outside normal work day hours (eight hours/day) Monday through Fridays, which are typically between 7:00 am and 3:30 pm. The District will provide the Contractor with the invoice and deduct the cost differential from the next Progress Payment.

13.5.3 Advance Notice to Inspector.

The Contractor shall notify the Inspector a sufficient time in advance of its readiness for required observation or inspection so that the Inspector may arrange for same. The Contractor shall notify the Inspector a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector may arrange for the testing of the material 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.

13.5.4 Testing Off-Site.

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector that such testing and inspection will not be required, shall not be incorporated in the Work.

13.5.5 Additional Testing or Inspection.

If the Inspector, the Architect, the District, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under Paragraph 13.5.1, the Inspector will, upon written authorization from the District, make arrangements for such additional testing, inspection, or approval. The District shall bear such costs except as provided in Paragraph 13.5.7.

13.5.6 Costs for Retesting.

If such procedures for testing, inspection, or approval under Paragraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the District, invoiced to the Contractor, and deducted from the next Progress Payment.

13.5.7 Costs for Premature Test.

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the District for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Inspector's and Architect's fees and expenses, and the amount of the invoice of shall be deducted from the next Progress Payment.

13.6 TRENCH EXCAVATION

13.6.1 Trenches Greater Than Five Feet.

Pursuant to Labor Code § 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, submit to the District 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.

13.6.2 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 in writing by the District or by the person to whom authority to accept has been delegated by the District.

13.6.3 No Tort Liability of District.

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

13.6.4 No Excavation Without Permits.

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

13.7 WAGE RATES, TRAVEL, AND SUBSISTENCE

13.7.1 Wage Rates.

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the District and are also available from the Director. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project, but such work is not covered by any classification listed in the published general prevailing wage rate determinations or 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 the employment of such person in such classification.

13.7.2 Holiday and Overtime Pay.

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

13.7.3 Wage Rates Not Affected by Subcontracts.

The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

13.7.4 Per Diem Wages.

The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

13.7.5 Forfeiture and Payments.

Pursuant to Labor Code §1775, the Contractor shall forfeit to the District the statutory amount for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director, for the work or craft in which the worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on

consideration of: (1) whether the Contractor or Subcontractor's failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations.

13.8 NOT USED

13.9 APPRENTICES

13.9.1 Apprentice Wages and Definitions.

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

13.9.2 Employment of Apprentices.

Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under the Contractor, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor's or Subcontractor's request. "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

13.9.3 Submission of Contract Information.

Prior to commencing work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance

with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contact, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District. Within 60 days after concluding work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

13.9.4 Apprentice Fund.

The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.

13.9.5 Prime Contractor Compliance.

The responsibility of compliance with Article 13 and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7.

13.10 ASSIGNMENT OF ANTITRUST CLAIMS

13.10.1 Application.

Pursuant to Government Code § 4551, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.10.2 Assignment of Claim.

Upon demand in writing by the assignor, the District shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the District has not been injured thereby or the District declines to file a court action for the cause of action.

13.11 STATE AUDIT

Pursuant to and in accordance with the provisions of Government Code § 8546.7, or any amendments thereto, all books, records, and files of the District, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars ($10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period.

13.12 STORM WATER POLLUTION PREVENTION PLAN

13.12.1 Application

This Section, and including other Contract Documents and Specifications related to Storm Water Pollution Prevention, addresses the preparation, implementation and monitoring of a Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the construction site. This includes the elimination of pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas. When required or specified, the District will not issue a Notice to Proceed until Contractor has prepared and obtained approval of SWPPP from the District and the State Water Resources Control Board. The Contractor shall also secure a certification that the construction Project has met all of the conditions of the State Construction General Permit (Order No. 2009-0009-DWQ) and comply with all applicable local, state and federal regulations governing storm water pollution prevention. See Section 01 57 23, **Storm Water Pollution Prevention Plan-Sites that Disturbs One or More Acres** for additional requirements for District projects over one or more acres. See below for projects under one acre

13.12.2 References and Materials

(a) "Erosion and Sediment Control Field Manual" California Regional Water Quality Control Board (RWQCB)—San Francisco Bay Region.
(b) 2009 CASQA Construction BMP Handbook, available electronically at the California Stormwater Quality Association (CASQA) interactive web portal.

Use materials of a class, grade and type needed to meet the performance described in the Field Manual and/or the BMP Handbook.

13.12.3 Preparation and Approval

The Contractor shall prepare the Storm Water Pollution Prevention Plan (SWPPP), when required or specified, to comply with storm water pollution regulations for project sites with storm water discharges associated with construction activity such as clearing or demolition, grading, excavation and other land disturbances. The SWPPP shall apply to all areas that are directly related to construction activity, including but not limited to staging areas, storage yards, material borrow areas, and access roads.

13.12.3.1 For project sites, new or existing, with land disturbance of 1 or more acres (or less than 1 acre if part of a common plan of development), the Contractor shall prepare and submit to the District the SWPPP for review and approval. Submittal shall be made by fulfilling all data and attachment requirements required by the California Storm Water Multiple Application and Report Tracking System – SMARTS web-based program.

13.12.3.2 Data required by the SMARTS program shall be entered into the SMARTS program and submitted in time for the District to file a Notice of Intent at least two weeks prior to the commencement of construction activities. Failure by the Contractor to fully schedule and comply with these requirements shall not entitle a claim for delay.

13.12.3.3 Where land disturbance is less than 1 acre, a SWPPP is not required. However, BMPs indicated in the BMP Handbook needed to prevent or minimize storm water pollution shall be submitted to the District and implemented at no extra cost to the District.

13.12.3.4 Within twenty days after Award of Contract by the District, the Contractor shall submit to the District one copy of the SWPPP for review. After the District's approval, the Contractor shall provide approved copies of the SWPPP as follows: one copy each to the District's Construction Inspector, District's Construction Manager, District Architect, and District's Civil Engineer.

13.12.4 Implementation

The Contractor shall implement the Storm Water Pollution Prevention Plan by doing the following:

(a) Install perimeter controls prior to starting other construction work at the site.

(b) Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drain.

(c) Provide SWPPP and BMP implementation training for those responsible for implementing the SWPPP.

(d) Designate trained personnel for the proper implementation of the SWPPP.

(e) Revise the SWPPP to suit changing site conditions and instances when properly installed systems are ineffective.

(f) Maintain data required by the state permit and SMARTS program to ensure that all data is up to date, and that any change in conditions or personnel responsible for the SWPPP is current and compliant.

(g) At the end of Construction Contract.

i. Leave in place storm water pollution prevention controls needed for post-construction storm water management and remove those that are not needed as determined by the District. Thereafter, left-in-place controls will be maintained by the District.

ii. Provide Site Monitoring Reports, SWPPP revisions, Compliance Certifications and related documents to the District. Post-construction storm water operation and management plan as mentioned in the compliance certifications are considered to be in place at the end of the Construction Contract.

iii. Provide and upload all required data and documents required in the SMARTS web-based program to receive an approved Notice of Termination from the State.

13.12.5 **Monitoring**

The Contractor shall comply with all requirements of the State Construction General Permit (Order No. 2009-0009-DWQ). The Contractor shall conduct examination of storm water pollution prevention controls monthly, as well as before and after each storm event and once each 24-hour period during extended storm events to identify BMP effectiveness and implement repairs or BMP changes as soon as feasible. All maintenance related to a storm event should be completed within 48 hours of the storm event. The Contactor shall also prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

13.12.6 **Liabilities and Penalties**

(a) Review of the SWPPP and inspection logs by the District shall not relieve the Contractor from liabilities arising from non-compliance with storm water pollution regulations.

(b) Payment of penalties for non-compliance by the Contractor shall be the sole responsibility of the Contractor and will not be reimbursed by the District.

(c) Compliance with the Clean Water Act and storm water pollution regulations pertaining to construction activity is the sole responsibility of the Contractor. For any fine(s) levied against the District due to non-compliance by the Contractor, the District will deduct from the final payment due the Contractor the total amount of the fine(s) levied on the District, plus legal and associated costs.

13.13 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.

ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

14.1.1 Grounds for Termination.

The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, for only the following reasons:

(a) Issuance of an order of a court or other public authority having jurisdiction; or

(b) An act of government, such as a declaration of national emergency.

14.1.2 Notice of Termination.

If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the District, terminate the Contract. Compensation to the Contractor shall be determined at the District's sole discretion for Work satisfactorily executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

14.2 TERMINATION BY THE DISTRICT FOR CAUSE

14.2.1 Grounds for Termination.

The District may terminate the Contractor and/or this Contract for any of the following reasons:

(a) Contractor persistently or repeatedly refuses or fails to perform Work, or refuses or fails to supply enough properly skilled workers or proper materials to complete the Work in the time specified;

(b) Contractor fails to complete the Work, or any applicable phase or milestone as applicable, within the time specified or any extension thereof;

(c) Contractor persistently or repeatedly is absent, without excuse, from the job site;

(d) Contractor fails to make prompt payment to Subcontractors, suppliers, materialmen, etc.;

(e) Contractor disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction, including rules, policies, or instructions of the District;

(f) 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;

(g) Contractor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency;

(h) The reasons set forth in Section 14.1.1; or

(i) Contractor or its Subcontractors is/are otherwise is in breach, default, or in substantial violation of any provision of the Contract Documents.

14.2.2 Notification of Termination.

When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor's Surety, if any, written notice of seven (7) days, terminate the Contractor and/or this Contract and may:

(a) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor as may be on the Site of the Work, in bonded storage, or previously paid for;

(b) Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept; and

(c) Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors.

14.2.2.1 Surety Take Over. Alternatively, the 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, within three (3) business days after service upon it of the notice of tender, unless the District agrees in writing to a longer time period, gives District written notice of Surety's intention to take over and perform this Contract, and commences performance of this Contract within three (3) days from date of serving of its notice to District.

Surety shall not utilize Contractor in completing the Project unless the Surety has written authorization from the District allowing Contractor's further participation in the completion of the

Project. Surety expressly agrees that any contractor that Surety proposes to fulfill Surety's obligations is subject to District's approval.

If the District serves the Surety written notice of tender, and 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.

14.2.3 Payments Withheld.

If the District terminates the Contract for one of the reasons stated in Paragraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its Surety.

14.2.4 Payments Upon Completion.

If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

14.3 TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT)

14.3.1 Termination for Convenience.

District may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the District deems expedient to complete the Project, including contracting with replacement contractor(s), if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District's interest to complete the Work. In such a case, the Contractor shall have no claims against the District except: (1) the actual cost for undisputed labor, materials, and services performed that is unpaid and is adequately documented through timesheets, invoices, receipts, or otherwise, and (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 Contractor's and its Subcontractor(s)' mobilization and/or demobilization costs and any anticipated loss profits resulting from termination of the Contractor for convenience. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.

14.3.2 Non-Appropriation of Funds/ Insufficient Funds.

In the event that sufficient funds are not appropriated to complete the Project or the District determines that sufficient funds are not available to complete the Project, District may terminate or suspend the completion of the Project at any time by giving written notice to the Contractor. In the event that the District exercises this option, the District shall pay for any and all Work and materials completed or delivered onto the Site for which value is received, and the value of any and all Work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of Work and materials paid for shall include a factor of five percent (5%) for the Contractor's overhead and profit and there shall be no other costs or expenses paid to Contractor. All Work, materials and orders paid for pursuant to this provision shall become the property of the District. District may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as District may determine.

14.4 REMEDIES OTHER THAN TERMINATION

If a default occurs, including any default as set forth in Section 2.2, the District may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to Article 14.2, do any of the following:

(a) Permit the Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the District may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the District on demand;

(b) If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the District may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with Work or materials that conform to the Contract Documents, in which event the Contractor, at its sole cost and expense, shall proceed in accordance with the District's order and complete the same within the time period given by the District in its notice to the Contractor; or

(c) Initiate procedures to declare the Contractor a non-responsible bidder.

All amounts expended by the District in connection with the exercise of its rights in this Article 14 shall accrue interest from the date expended until paid to the District at the maximum legal rate. The District may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials pursuant to Paragraph (b) above, the Contractor shall replace the same with new Work or materials approved by the Architect and the District, and, at its own cost, shall repair or replace, in a manner and to the extent the Architect and the District shall direct, all Work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable Work or materials. In no event shall anything in this Paragraph be deemed to constitute a waiver by the District of any other rights or remedies that it may have at law or in equity, it being acknowledged and agreed by the Contractor that the remedies set forth in

this Paragraph are in addition to, and not in lieu of, any other rights or remedies that the District may have at law or in equity.

END OF SECTION 00 70 00

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation**.**

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 14 00- "Work Restrictions"

B. Section 01 23 00 – "Alternates"

C. Section 01 29 00 – "Payment Procedures"

D. Section 01 31 19 – "Project Meetings"

E. Section 01 32 13 – "Construction Scheduling of Work"

F. Section 01 33 00 – "Submittal Procedures"

G. Section 01 45 00 – "Quality Control"

H. Section 01 43 39 – "Mockups"

I. Section 01 62 00 – "Product Options and Substitutions"

J. Section 01 78 36 – "Warranties"

K. Section 01 77 00 – "Closeout Procedures"

L. Section 01 78 39 – "Project Record Documents"

M. Section 01 79 00 – "Demonstration and Training"

N. Divisions 2 through 33 Sections for Summary of Work requirements for the work in those Sections.

1.3 WORK DESCRIPTIONS WITHOUT FORCE

A. All general descriptions and/or general summaries of the work noted in this section, or elsewhere within the Contract Documents, are without force and effect on the Contract Work described and indicated in detail the Construction Documents. These general descriptions and summaries are for general reference and descriptive purposes only and in no way offer the complete and concise description of all the Work required by the Contract Documents.

1.4 WORK COVERED BY CONTRACT DOCUMENTS

A. The intent of the Contract Documents includes but is not limited to:

In general, the Work consists of construction of a new Performing Arts/Culinary Services Facility, associated site improvements, underground utilities, and other Work indicated in the Contract Documents.

B. CONTRACTS

1. Perform the work under a single, fixed-price Contract.

1.5 PROJECT INFORMATION

A. Project Identification: Performing Arts/Culinary Services Facility

1. Project Location: 2300 East Gibson Road, Woodland, California 95776
2. Architect's Project Number: 22039.00

B. Owner (District): Yuba Community College District

C. Architect: tBP/ Architecture

1. Location: 1777 Oakland Blvd, Ste 320, Walnut Creek, CA 94596

D. Web-Based Project Software: Project software administered by District will be used for purposes of managing communication and documents during the construction stage.

1.6 CONTRACTOR PERSONNEL & PERSONNEL QUALIFICATIONS

A. Qualifications: In addition to the requirements of Article 3.2 of the Conditions of the Contract (Section 00 70 00), the Contractor shall employ full time (8 hours per work day) at the Site, unless otherwise approved by the District, the following individuals with the following minimum experience levels:

1. Project Manager (Full Time at the Site): This individual must have a minimum of 10 years of construction experience on similar public building projects, including the completion of two public projects involving similar building construction exceeding $20 million in value over the last ten years. One of these projects shall have been under the jurisdiction of DSA. On-Site General Superintendent (Full Time at the Site): This individual must have a minimum of 15 years of experience on similar public building projects, including the completion of two public projects involving similar building construction exceeding $15 million in value over the last ten years. One of these projects shall have been under the jurisdiction of DSA.
2. On-Site Project Engineer (Full Time at the Site): This individual must have a minimum of 3 years of construction experience on similar public building projects with completion of one public project involving similar building construction in excess of $5 million in value over the last three years.
3. On-Site QC Manager: Minimum 16 hour per week. See the qualifications and other requirements included in Section 01 40 00, Quality Requirements, Article 1.15.
4. BIM Coordinator – see requirements of Section 00 54 36 10.

1.7 WORK BY DISTRICT

A. General: Cooperate fully with District so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by District. Coordinate the Work of this Contract with work performed by District.

B. District reserves the right to perform construction operations with its own forces or to employ separate contractors on portions of the Project. Coordinate with this work in terms of providing site access, workspace, and storage space, cooperation of work forces, scheduling, and technical requirements.

C. Coordination with District's Forces or District's Contractors:

1. Provide site access, space allocation, scheduling, scheduling coordination, coordination of work forces and coordination of technical requirements with contractors that may be selected and employed by District to perform work simultaneously and in conjunction with the Work, which may include, but shall not be limited to the following, as applicable to the Project:

   a. Materials Inspection and Testing Agency
   b. Surveying
   c. Geotechnical Engineering and Consulting
   d. Furniture contractors
   e. Other District consultants and contractors not listed here but that may be required for successful completion of the Project.

1.8 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

B. Preceding Work: Not Applicable

C. Subsequent Work: District will award separate contract(s) for the following additional work to be performed at site concurrently with the work of this Contract or following Substantial Completion of the work of this Contract. Completion of that work will depend on successful completion of preparatory Work under this Contract.

1. Subsequent work is still to be determined. Subsequent work will be a separate project and outside the scope of work of this project.

1.9 WORK SEQUENCE

A. Construct work as shown in the Contract Documents. Coordinate Baseline CPM Schedule activities and construction operations with District and the Architect. Provide 20 Work Day activity for anticipated rain delays as a "bank". Insert this rain bank as the last activity prior to Substantial Completion.

B. Scheduling of Contractor's use of the areas and times involved shall be determined in cooperation with the District. Notify the District a minimum of 10-days prior to commencement of work.

C. Construction activities shall be performed between the hours of 7AM and 5PM, Monday through Friday, unless otherwise required. No Work shall be performed outside the above

hours without prior written authorization from the Construction Manager/Project Manager. No work on Sundays or Holidays will be permitted.

1.10 ACCESS TO SITE

A. General: Project is located on the Woodland Community College campus property. Contractor shall have limited use of campus for delivery and Project site access purposes only during construction period. Contractor shall have full use of Project site for construction operations during this time. Contractor's use of Project site is limited only by District's right to perform work or to retain other contractors on portions of Project.

B. Condition of Existing Grounds: Maintain portions of existing grounds, landscaping, and hardscaping affected by construction operations throughout construction period. Repair damage caused by construction operations.

1.11 USE OF PREMISES

A. Contractor shall only use the premises for work, storage, staging areas, and vehicular parking as designated in the Contract Documents.

B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Limits: Confine construction operations to areas permitted by law, ordinances, permits, and Contract Documents.
2. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to District, District's employees, Residents, and emergency vehicles at all times. Do not use these areas for parking or for storage of materials.

    a. Schedule deliveries to minimize use of driveways and entrances by construction operations, and to minimize space and time requirements for storage of materials and equipment on-site.

1.12 EXISTING AREA CONDITION SURVEY

A. Prior to commencement of work, jointly survey the existing area to be remodeled with the District and Architect, noting and recording existing damage such as cracks, sags, and other damage (on Site Plan/Floor Plans).

B. This record shall serve as a basis for determination of subsequent damage to these items due to settlement, movement, demolition, or Contractor's operations.

C. Existing damage observed shall be marked and the official record of existing damage shall be signed by the parties making the survey.

D. Cracks, sags, and damage to the area and other items not noted in the original survey but subsequently observed shall be reported immediately to the Architect.

E. Contractor shall comply with Section 01 32 33 for photographic and video recording of existing conditions.

1.13 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

A. The Drawings may not show all existing water, gas, electrical, and hot water lines, and other items known or suspected to exist around the work.

B. Contractor shall locate these installations before proceeding with demolition or other operations which may cause damage, maintain them in service where appropriate, and repair damage caused by the performance of the Work, at no increase in the Contract Sum.

C. In addition to notification, if a structure or utility is damaged, take appropriate action as specified in the General Conditions.

1.14 USE AND OCCUPANCY OF WORK PRIOR TO ACCEPTANCE BY DISTRICT

A. The District may use and occupy the building before formal acceptance under the following conditions:

1. A Certificate of Substantial Completion shall be prepared and executed as provided in the Contract Documents. See Section 01770 Contract Closeout Procedures. The Certificate of Substantial Completion shall be accompanied by a written endorsement of the Contractor's insurance carrier and surety permitting occupancy by the District during the remaining period of the work.

2. Occupancy by the District shall not be construed as being an acceptance of that part of the Work occupied.

3. The Contractor will not be held responsible for damage to the occupied part of the Work resulting from the District’s occupancy.

4. Occupancy by the District shall not be deemed to constitute a waiver of existing claims the District or Contractor may have against each other.

5. Comply with Specification Section 01 78 36, Warranties/Guaranties, and 01 77 00 Contract Closeout Procedures for the Work or any Phase of Work.

6. The District will pay for utility costs associated with occupancy during construction.

1.15 PROTECTION OF EXISTING IMPROVEMENTS

A. Provide barricades, coverings, or other types of protection necessary to prevent damage to existing improvements indicated to remain in place.

B. Protect improvements on adjoining properties as well as those on the District’s property.

C. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line.

D. Restore any improvements damaged by this work to their original condition as acceptable to the District or other parties or authorities having jurisdiction.

1.16 HAZARDOUS MATERIALS – NOT USED

1.17 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:

1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.

1.18 MISCELLANEOUS PROVISIONS

A. Items shown or scheduled to be salvaged will remain the property of the District.

B. Rain Delays: Since the contract work will start on site during the rainy season, the Contract duration noted in Section 00 52 00 Construction Agreement Form is based on the Contractor encountering 20 work days of rain or delays due to rain (e.g., muddy conditions). The Contractor shall include 20 work days in their Baseline CPM Schedule just prior to the Substantial Completion milestone. In the event the Project is delayed at the site by rain or rain impacts beyond the 20 work days, the Contractor will be entitled to a non-compensable time extension.

PART 2 – PRODUCTS - Not Used.

PART 3 – EXECUTION - Not Used.

END OF SECTION 01 11 00

SECTION 01 11 15

ADDITIONAL REQUIREMENTS FOR DSA-APPROVED PROJECTS

PART 1 - GENERAL

1.1 GENERAL

The following additional requirements apply to this Project that is being reviewed by the Division of the State Architect (DSA).

1.2 ADDITIONAL REQUIREMENTS

A. In addition to the duties specified in the Contract Documents, the duties of the Contractor shall be in accordance with the requirements specified in, Title 24, California Code of Regulations (CCR).

B. In addition to the duties specified in the Contract Documents, the duties of the Architect and the Architect's consultants shall be in accordance with the requirements specified in Part 1, Title 24, CCR.

C. DSA is not subject to arbitration proceedings.

D. Notify DSA at start of construction in accordance in Part 1, Title 24, CCR.

E. Changes: DSA defines all addenda and change orders as Construction Change Documents (CCD.) All CCD shall be submitted for DSA approval. Do not begin any work under an CCD until DSA approval is obtained. CCDs shall be in accordance in Part 1, Title 24, CCR.
   1. Submit DSA 140 Form for Category A changes defined as construction changes to or affecting Structural Safety, Fire Life Safety or Accessibility.
   2. Submit DSA 141 Form for Category B changes defined as construction changes **NOT** affecting Structural Safety, Fire Life Safety or Accessibility.

F. Do not begin work under a written order until a CCD has been submitted to and approved by DSA in accordance with Part 1, Title 24, CCR. Substitutions effecting structural, fire/life/safety or access compliance shall be submitted as CCDs for DSA approval. The Contractor will be responsible for the additional architectural and engineering costs associated with the review and regulatory processing of these substitutions.

G. Unless otherwise indicated or specified, perform the work in conformance with the latest edition of applicable regulatory requirements. A copy of Part 1 and Part 2 of Title 24, CCR shall be available on the Project site. The codes adopted by the City, County, State and Federal agencies shall govern minimum requirements for this Project.

H. Contractor shall submit verified reports in accordance with Part 1, Title 24, CCR.

I. DSA may supervise construction, reconstruction, or repair in accordance with Part 1, Title 24, CCR.

J. Construction shall be observed by a full-time Project Inspector approved by DSA in accordance with Part 1, Title 24, CCR.

K. Testing requirements of the DSA approved District's Testing Laboratory shall be in accordance of Part 1, Title 24, CCR.

L. Special Inspection on masonry construction, glued laminated lumber, wood framing using timber connectors, ready-mixed concrete, gunite, prestressed concrete, high strength steel bolt installation, welding, pile driving, and mechanical and electrical work shall be as required by Part 1, Title 24, CCR. The costs of special inspection will be paid for by the District.

M. DSA Box: The Contractor shall comply will the most current EPR procedures. CCD's shall be submitted via Bluebeam Studio.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 11 15

SECTION 01 14 00

WORK RESTRICTIONS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation**.**

1.2 SUMMARY OF WORK RESTRICTION REQUIREMENTS

A. Prior to the start of Work, Contractor shall familiarize itself with the Work Restrictions as they relate to all Work required by the Contract Documents.

B. Temporary Work Activity Plan shall include:

1. Full size drawing (30”x42”) of site plan showing the proposed locations and dimensions of temporary facilities and activities, including but not limited to, all proposed office trailers, equipment and material storage areas on the Project Site; safe and ADA complaint access (ingress/egress) for pedestrians and vehicles around the construction areas; proposed haul routes; all temporary construction, and way-finding signage; temporary fenced area(s), noise and safety barriers, and dust partitions; and temporary measures to maintain continuous and uninterrupted code compliant use of all occupied and surrounding areas impacted by construction activities. Identify any areas that require temporary paving for stabilization or prevention of tracking of mud, and for ADA complaint ingress and egress. Indicate if the use of supplemental or other staging areas might be required. Also see Section 01 50 00 Temporary Facilities and Control for additional requirements.
2. Contractor shall submit two (2) hard copies at the pre-construction meeting, and email Adobe PDF Format, of the initial submittal of the Temporary Work Activity Plan for review by the District, Architect, and by personnel from the Campus (e.g., Buildings & Grounds, Police Services, and other representatives).

C. Contractor shall construct dust partitions and other barriers as required prior to the start of abatement or demolition activities, whichever may occur first, and they must remain in place until the completion of that activity where required.

D. Contractor shall perform and complete all Temporary Work Activities to ensure the following:

1. The work areas, roads, parking lots, and streets are to be kept clear, clean, and free of loose debris, construction materials and partially installed work which would create a safety hazard or interfere with subcontractor and personnel duties and traffic. The Contractor shall sweep the areas clean at the end of each work day and make every effort to keep dust and noise to a minimum at all times.

1.3 SUMMARY OF WORK RESTRICTIONS

A. General: All Temporary Work Activities must be completed within the timelines, work shift times, and the scheduled time period as required by the Contract Documents. Comply with the following:

1. The Temporary Work Activity Plan shall be approved by the District prior to any Work starting on the Project Site.

2. Contractor shall have all temporary fencing, signage, ADA compliant pathways and other temporary measures described in Paragraph 1.2 above installed, operational and accepted by the District prior to starting Work as applicable.

B. Time Related Work Restrictions within the Contract Time

1. Although the Contract Time is a total of **608** calendar days between the Notice to Proceed and Substantial Completion, as articulated in Section 00 52 00, Construction Agreement Form, Work by the Contactor is restricted and limited to specific time periods at specific locations during this contract duration as follows:

   1.1. **All Work at the Project Site**: Work at the Project Site cannot commence any earlier than **twenty-one (21)** calendar days after the District issues the Notice to Proceed, unless approved by the District.

   1.2. **Rain and Impacts of Rain: See Section 01 11 00, Summary of Work for related requirements to include in the Contractor's P-6 Baseline Schedule an activity for rain and the impacts of rain on this project.**

   1.3. **Saturday Work**: Contractor shall include in its bid the cost to work eight hours between 8AM and 5PM for **10** Saturdays on critical and near critical path schedule activities at the Project site (i.e., near critical path schedule activities include any schedule activity with less than 5 work days of total float). This effort includes the cost for the Contractor and its subcontractor personnel, including all field office overhead for the Contractor and the applicable subcontractors working on these **10** Saturdays.

   1.4. Sunday Work: Contractor **CANNOT** work on Sundays or Holidays.

   1.5. College Finals Week: The Contractor shall not work during Finals Week (i.e., include 5 Work Days in the schedule) that results in the generation of noise that will disturb students taking finals. The Contractor shall submit to the District for approval the activities the Contractor may want to perform during each final's week. Unless otherwise approved by the District/College, said work cannot be performed during Final Week(s) during the contract duration.

2. The Contractor is responsible for its own means and methods to comply with these work restrictions, and to submit a schedule in accordance with Section 00 70 00, Article 3.8.

C. Other Project Requirements and Restrictions

1. The Contractor's staging area for trailers, construction vehicles, construction equipment and materials are restricted within the temporary construction fencing of the project site and the area shown on the attached **Exhibit A at the end of this Section**. Contractor shall not block the fire access road at any time within the project site or utilize for parking, staging or

locating trailers. Contractor must always allow Fire District access into the project site and unobstructed use of the fire access road to other buildings on the west side of the project site. Contractor is responsible for obtaining parking passes from the Police Services.

2. **Truck Hauling Routes.** Obtain City of Eureka approval for preferred construction traffic routing over public streets and/or other construction truck access and egress from public streets to the Site. Contractor shall avoid routing trucks through residential areas.

PART 2 - PRODUCTS

2.1 MATERIALS

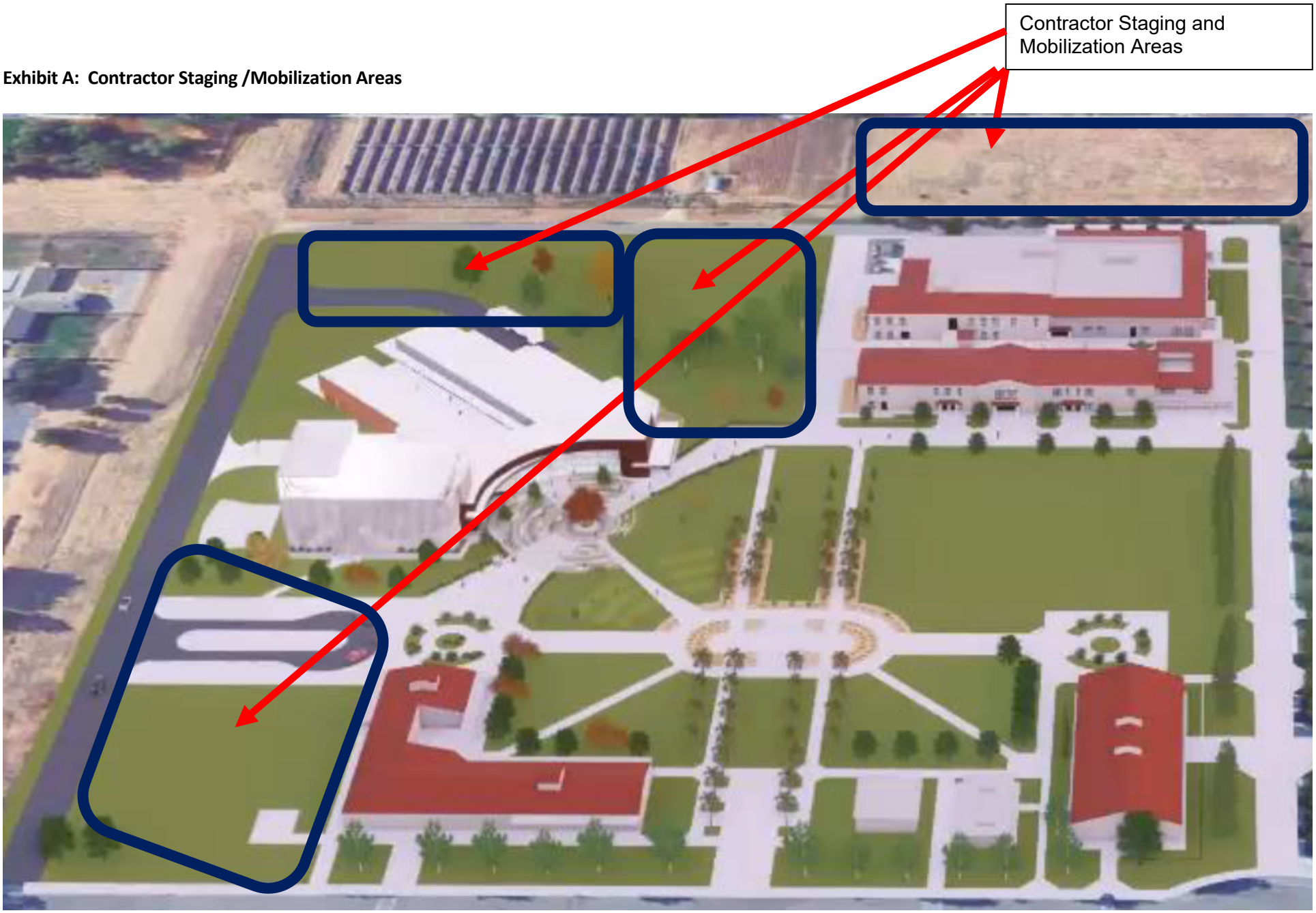
A. All labor, equipment, materials, and all other requirements shall be provided and will be the sole responsibility of the Contractor for execution of entire work described in this specification section.

PART 3 - EXECUTION

3.1 MEANS AND METHODS OF CONSTRUCTION

A. Contractor to provide and shall be responsible for any and all means and methods that will be constructed, implemented and/or maintained on the site for all work described above.

Exhibit A: Contractor Staging /Mobilization Areas



END OF SECTION 01 14 00

SECTION 01 23 00

ALTERNATES (Not Applicable)

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

B. Note: There are no Alternates on this project.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 00 21 13 – "Instructions to Bidders"

B. Section 00 41 00 – "Bid Forms"

C. Section 01 11 00 – "Summary of Work"

D. Section 01 29 00 – "Payment Procedures"

E. Section 01 32 13 – "Scheduling of Work (Construction)"

F. Section 01 31 00 – "Project Management and Coordination"

G. Section 01 33 00 – "Submittal Procedures"

H. Section 01 78 36 – "Warranties"

I. Section 01 77 00 – "Closeout Procedures"

J. Divisions 2 through 33 Sections for Alternates requirements for the work in those Sections.

1.3 SUMMARY

A. This Section includes administrative and procedural requirements governing Alternates. Each Alternate is identified by number and describes the basic changes to be made in the Work.

1.4 REQUIREMENTS

A. Alternate pricing quoted on the Bid Form will be reviewed by the District, and accepted or rejected at District's sole option. Any accepted Alternate(s) will be identified in the District-Contractor Agreement.

B. See the Bid Form, Section 00 41 00. Item 1.G, for District Bid evaluation procedure.

C. Provide cost of implementing Alternates in Section 00 41 00 – Bid Form.

D. All Alternates are either "additive" or "deductive" or "no change" to the Lump Sum Base Bid. The Contractor shall quote the amount for each Alternate in the space provided on the Bid Proposal Form.

E. Failure to either quote an Alternate amount or the insertion of the words "no bid," "none" or words of similar import, may be considered as not completing the Bid Form and may constitute disqualification of the entire bid at District's sole discretion. Bidders may insert a zero-dollar amount ($0.00) in the Alternate price line of the Bid Form if the Bidder proposes to perform the Work of the Alternate with no additional change to the Contract Sum.

F. The Base Bid and the Alternates are exclusive in their scope of Work. There is no overlap between or among the Base Bid and the Alternates.

G. The cost of any item of work shall be included only once, in the Base Bid or in the Alternates.

H. Each Alternate is intended to cover all of the Work required for a complete, finished job.

1. Alternate Work includes all miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of the Alternate, but necessary to complete the Alternate Work according to the Contract Documents.

1.5 PROCEDURES

A. Modify or adjust affected adjacent Work as necessary to completely integrate Work of each accepted Alternate into the Project.

B. Notification: Immediately following award of the Contract, Contractor shall notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. The District reserves the right to reinstate Alternates at any time within 90 calendar days after the Notice to Proceed without any increase or decrease in Contract Price (beyond the amount of the Alternates(s) listed in Section 00 41 00, Part 2), or any increase in Contract Time

D. Execute accepted Alternate(s) under the same conditions as other Work of this Contract.

PART 2 - PRODUCTS

2.1 DESCRIPTION OF ALTERNATES

A. ALTERNATE 1: XX

B. ALTERNATE 2: XX

C. ALTERNATE 3: XX

PART 3 - EXECUTION

3.1 GENERAL

A. Execute accepted alternates under the same conditions as other Work of this Contract.

B. Coordination: Modify or adjust affected Work as required to completely and fully integrate that Work into the Project.

END OF SECTION 01 23 00

SECTION 01 26 00

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 32 13 – "Scheduling of Work"

C. Section 01 31 00 – "Project Management and Coordination"

D. Section 01 33 00 – "Submittal Procedures"

E. Section 01 77 00 – "Closeout Procedures"

F. Divisions 2 through 33 Sections for Contract Modification Procedures requirements for the work in those Sections

1.3 SUMMARY

A. Any change in scope of Work or deviation from Contract Documents including, without limitation, extra work, or alterations or additions to or deductions from the original Work, shall not invalidate the original Contract, and shall be performed under the terms and conditions of the Contract Documents.

B. Changes in the work generally will begin with Requests for Information (RFI), followed by a response from the District and/or Architect, and possibly a Request for Proposal (RFP), a Contractor Proposed Change Order (PCO), a negotiated Proposed Change Order, followed by a formal Change Order (CO) authorizing the Change in the Work. A Construction Directive (CD) may be used in the absence of agreement on the terms of the Chance in the Work.

1.4 CHANGES - No Changes Without Authorization

A. There shall be no change whatsoever in the drawings, specifications, or in the Work without a District executed Change Order, District executed Construction Change Directive, or District approved no cost order by the Architect for a minor change in the Work as herein provided. Changes meeting the definition of DSA Construction Change Document Category A require DSA review and approval and shall be submitted by the Architect of Record to DSA as a Construction Change Document in accordance with IR A-6.

B. 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 approved in writing by Change Order or executed Construction Change Directive.

C. 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.

D. 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. Notwithstanding anything to the contrary in this Section, all Change Orders shall be prepared and issued by the Architect and shall become effective when executed by the District's Governing Board, the Architect, and the Contractor.

E. Should any Change Order result in an increase in the Contract price, the cost of such 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. In the event that Contractor proceeds with any change in Work without first notifying District and obtaining the Architect's and District's consent to a Change Order, Contractor waives any claim of additional compensation for such additional work.

CONTRACTOR UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT THE REASON FOR THIS NOTICE REQUIREMENT 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 SUCH CHANGE IN WORK BECOMES UNNECESSARY.

1.5 REQUEST FOR INFORMATION ("RFI")

A. Definition: An RFI is a written request prepared by the Contractor requesting the Architect to provide additional information necessary to clarify or amplify an item which the Contractor believes is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field conditions. The Contractor shall not submit an RFI to the District or the Architect if it pertains to a Subcontractor's request for clarification of the Contractor's Subcontract or contractor's construction documents, or any other Contract Documents prepared by the Contractor.

B. Scope: The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Cost, Contract Time, or the Contract Documents. The Contractor shall use RFI format provided by the District.

1. The Contractor shall be responsible for Contractor and Subcontractor costs to implement and administer RFIs throughout the duration of the Project. The Contractor shall maintain an RFI log with all RFIs, including revisions, listed with a short description of the request, the date, the status, and the disposition of the RFI. Regardless of the number of RFIs submitted, the Contractor shall not be entitled to additional compensation.

2. The Contractor shall be responsible for both the District and District consultant's costs, including the Architect, for answering RFIs if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request, as determined by the District; at the District's discretion, such costs may be deducted from progress payments or the final payment.

3. The Architect or the District may issue a Request for Proposal which includes a detailed description of a proposed change with supplementary or revised Drawings and

specifications. The Contractor shall then prepare and submit an estimate within seven (7) Calendar Days. If the Contractor fails or refuses to submit a Proposal within said seven (7) day period, the District's Representative or the District shall determine the fair and reasonable cost of the Work indicated in a Request for Proposal which shall be binding on the Contractor.

4. Supplemental Instruction or Bulletin: The Architect or the District may issue an Architect's Supplemental Instruction (ASI) or Bulletin to the Contractor.

   a. If the Contractor is satisfied with the Supplemental Instruction or Bulletin and does not request change in Contract Sum or Contract Time, then the direction of the Work shall be executed without a Change Order.

   b. If the Contractor believes that the Supplemental Instruction or Bulletin results in a change in Contract Sum or Contract Time, then the Contractor shall notify the District in writing within five Calendar Days after receiving the response. If the District disagrees with the Contractor, then the Contractor may give notice of intent to submit a Claim as described in the General Conditions, and submit its Claim within five Calendar Days of the District's response. If the District agrees with the Contractor, then the Contractor must submit a cost or time extension proposal within seven (7) Calendar Days of the District's response to the RFI. The Contractor's failure to deliver either the foregoing notice of Claim or proposal by the respective deadlines stated above shall result in waiver of the right to file a proposal or Claim.

C. The Contractor shall reference each RFI to an activity of the Construction Schedule and shall note time criticality of the RFI, indicating time within which a response is required. The Contractor's failure to reference RFI to an activity on the Construction Schedule and note time criticality on the RFI shall constitute the Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI. The Contractor must submit time critical RFIs at least seven (7) Days prior to the scheduled start date of the affected Work activity.

D. Response Time: The Architect must respond to a RFI in writing within a reasonable time, normally seven (7) days for routine RFIs, after receiving such request. If the Architect's response results in a change in the Work, then such change shall be effected by a written CO or Construction Change Directive, if appropriate. If the Architect cannot respond to the RFI within a reasonable time, the Architect shall notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond. District or the Architect will endeavor to respond within Seven (7) working Days from receipt of RFI with a written response to the Contractor, provided that the RFI complies with the paragraph above and is determined by the Architect or District to be time critical. Failure of the Contractor to plan ahead or mitigate problems shall not be cause for a determination that an RFI is time critical. The District or the Architect may return an RFI requesting additional information should the original RFI be incomplete or inadequately describe the information requested or conditions encountered. The Contractor shall distribute responses to all appropriate Subcontractors.

E. If the Contractor is satisfied with the response and does not request a change in Contract Sum or Contract Time, then the response shall be executed without a change.

F. Only the Contractor and/or the District may initiate changes in the scope of Work or deviation from Contract Documents. Changes meeting the definition of DSA Construction Change

Document Category A require DSA review and approval and shall be submitted by the Architect of Record to DSA as a Construction Change Document in accordance with IR A-6.

1. Contractor may initiate changes by submitting an RFI or a letter providing Notice of Concealed or Unknown Conditions, or Notice of Hazardous Waste Conditions.
    a. RFIs shall be submitted to seek clarification of or request changes in the Contract Documents. RFIs shall not be submitted to the District seeking clarification of any errors or omissions on behalf of the Contractor's preparation of the construction documents or any other Contract Documents prepared by the Contractor.
    b. Differing Site Conditions: The Contractor shall submit a Notice of Differing Site Conditions by RFI to resolve problems regarding differing conditions encountered in the execution of the Work pursuant to General Conditions, which shall govern. If the District and the Architect determine that a change in Contract Sum or Contract Time is justified, the District and the Architect will issue RFP or CCD.
    c. Hazardous Waste Conditions: The Contractor shall submit Notices of Hazardous Waste Conditions by RFI to resolve problems regarding undocumented hazardous materials encountered in the execution of the Work pursuant in General Conditions, which shall govern. If the District and the Architect determine that a change in Contract Sum or Contract Time is justified, the District and the Architect will issue RFP or CCD.
2. The Contractor may submit to the Architect a written Request for Information (RFI) if one of the following conditions occurs:
    a. Contractor discovers what appears to be an unforeseen condition or circumstance that is not described in the Contract Documents.
    b. The Contractor discovers what appears to be a conflict or inconsistency within the Contract Documents and the intent of the Contract Documents cannot be reasonably inferred.
    c. The Contractors discovers what appears to be an error or omission in the Contract Documents and the intent of the Contract Documents cannot be reasonably inferred.
    d. The Contractor considers a portion of the Contract Documents is not sufficiently explained or detailed for the Contractor to proceed with that portion of the Work.
    e. The Contractor who, after a full search of the Contract Documents and upon exercising required due diligence, fails to locate the required information.

G. If the Contractor believes that the RFI response results in Change in the Contract Sum or the Contract Time, the Contractor shall notify the District in writing within five calendar Days after receiving the response. If the District disagrees with the Contractor, then the Contractor may give notice of intent to submit a Claim as described in General Conditions, and submit its Claim within 30 Calendar Days of the District's response. If the District agrees with the Contractor, then the Contractor must submit a cost or time extension proposal within fourteen (14) Calendar Days of the District's response to the RFI. The Contractor's failure to deliver either the foregoing notice of Claim or proposal by the respective deadlines stated above shall result in waiver of the right to file a proposal or Claim.

H. Contractor shall identify RFIs with sequential numbering (i.e. 001, 002, 003 etc.) with a separate number assigned to each RFI. Resubmittal of apparent unresolved RFI issues shall be on a new

RFI form with the initial RFI number amended with a sequential Revision suffix (.R1, .R2, .R3 etc.) until the issue is resolved.

I. Unless otherwise directed by the Project Manager, the Contractor shall submit each RFI on the form required by the District.

1. The Contractor shall fill in all required information. Include additional information, data, sketches and the like on separate sheets as necessary; limit sheet size to 8-1/2 by 11 inches if possible. RFIs without all required information may be returned without action to the Contractor for resubmittal. Resubmittal in accordance with the specified requirements shall be the Contractors' responsibility.
2. The Contractors own proposed form may be used, if in the Project Manager's judgment, it is equal to the form required by the District and it contains all pertinent information.

J. In each request, include the following information, type or printed legibly in block letters with black ink:

1. Project name as it appears on the Contract Documents
2. Contractor's RFI identification number.
3. Title of issue.
4. Contract Document reference pertaining to the issue.
5. Description of issue.
6. Contractor's proposed written and graphic solution, Architect will determine if the proposal is in compliance with the Contract Documents and design intent of Project. Contractor's failure to make reasonable effort to propose realistic solutions may result in the Request for Information being returned with no action.
7. Date of submission to Architect.
8. Date that response is needed to avoid impact to Construction schedule and cost. Time for response shall be reasonable to allow for processing and review, research, and written response by the appropriate party.
9. Urgency (normal or high).
10. Justification for high urgency.
11. Contractors' name and the printed name and signature of Contractors' representative responsible for issuance of request.
12. Name (individual and company) of responsible for originating RFI and his or her relationship to the Contractor.
13. Photographic image of condition. Furnish digital image if possible.
14. Photocopy of Contract Documents or sketch of condition (with dimensions) that pertains to this issue.

K. Limit each RFI to a single subject or issue. RFIs with multiple subject or issues may be returned to the Contractor without response. Resubmittal in accordance with the specified requirements shall be the Contractor's responsibility.

L. Transmit each RFI to the District Project Manager as necessary to expedite the Project and to allow adequate time for review without delay to the Work. Do not transmit RFIs directly to the Architect, Architect's Consultants, or others.

M. RFIs that do not meet the requirements of this Section will be returned to the Contractor with an explanation for its return.

N. Inappropriate RFIs, as described hereinafter, will be returned to the Contractor with an explanation for its return but without further action:

1. RFIs that are received by the Architect from an entity other than the Contractor (such as a Subcontractor, Sub-subcontractor, supplier or others.)
2. RFIs that transmit or contain a request for a substitution.
3. RFIs that transmit or constitute a submittal.
4. RFIs that are submitted without the Contractors' thorough review of the Contract Documents or in a manner that suggests that specific portions of the Contract Documents are assumed to be excluded or taken as an isolated portion of the Contract Documents in part rather than whole.
5. RFIs that are submitted in an untimely manner without adequate coordination or scheduling of the Work or related trades.
6. RFIs that are submitted as a proposed or requested Change Order or other Contract Modification.
7. RFIs that do not constitute a good faith request for required information.

O. Contractor shall be responsible for resubmittal of information contained in inappropriate RFIs in accordance with the requirements of the appropriate portion of the Contract Documents.

P. If information requested by the Contractor in an RFI is apparent from field observations, is contained in the Contract Documents, or can be reasonably inferred from them, the Contractor shall be responsible to the District for all reasonable fees charged by the Architect for additional services required to furnish such information. The amount of such additional services will be deducted from the Contractor's next payment application by the District and those funds will be forwarded to the Architect as compensation.

Q. The quantity of RFIs submittal by the Contractor shall not be the basis for any claim by the Contractor.

R. Should the Contractor proceed with Work affect by an RFI issue before receipt of a written response from the Architect within the time described hereinbefore, that portion of the Work not performed in accordance with the requirements of the response shall be subject to the removal and replacement by the Contractor at no increase in Contract Sum or Contract Time.

S. Maintain a current and accurate Request for Information Log as follows:

1. For each RFI, include the RFI number, subject matter, date submitted, date returned. Maintain current status of each RFI at all times.
2. Submit log weekly and as requested by Project Manager or Architect.
3. Accurately maintain log for the duration of the Contract.

1.6 REQUEST FOR PROPOSAL ("RFP")

A. Definition: An RFP 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 on the Contract Price and the Contract Time.

B. Scope: An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by this Specification Section. The Contractor shall not be entitled to any Additional Compensation for preparing a response to an RFP, whether ultimately accepted or not. Changes meeting the definition of DSA Construction Change Document Category A require DSA review and approval and shall be submitted by the Architect of Record to DSA as a Construction Change Document in accordance with IR A-6.

C. District Requested RFP: The Contractor shall furnish a proposal within fourteen (14) Calendar Days of the District's RFP. Upon approval of RFP, the District will issue a PCO directing the Contractor to proceed with the extra Work. If the parties do not agree on the price for an RFP, the District may issue a CCD. Upon receipt of CCD, the Contractor shall promptly proceed with the change of Work involved and concurrently respond to the District's CCD within seven (7) Calendar Days. The Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

1.7 PROPOSED CHANGE ORDER (PCO) REQUEST

A. Definition: A PCO is a written request prepared by the Contractor requesting that the District and the Architect issue a CO based upon a proposed change called for in an RFP or a claim pursuant to the General Conditions. Changes meeting the definition of DSA Construction Change Document Category A require DSA review and approval and shall be submitted by the Architect of Record to DSA as a Construction Change Document in accordance with IR A-6.

B. Changes in Price: A PCO shall include breakdowns per this specification section to validate any change in Contract Price due to proposed change or claim.

C. Changes in Time: A PCO shall also include any additional 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 Project Schedule as defined in the Construction Scheduling Specifications of these Contract Documents. Any changes in time will be granted only if there is an impact to the critical path. If contractor fails to request a time extension in a PCO, then the Contractor is thereafter precluded from requesting or claiming a delay.

D. The Contractor may propose changes by submitting a Proposed Change Order (PCO form, see section 01340) to the District's Representative, describing the proposed change and its full effect on the Work. The Contractor shall include a statement describing the reason for the change and the effect on the Contract Sum and Contract Time with full documentation including detailed cost and schedule breakout, and a statement describing the effect on Work by separate or other the Contractors. Document any requested substitutions in accordance with the Contract Documents. Cost for Work in approved PCOs shall not be applied for by the Contractor or paid by the District until the PCOs are included in a Change Order (CO form, see section 01340)

E. Cost Proposal and Procedures: Whenever the Contractor is required in this Section to prepare a Proposed Change Order form (PCO), and whenever the Contractor is entitled to submit a cost proposal and elects to do so, the Contractor shall prepare and submit to the District and the Architect for consideration a proposal using the PCO form found in the Contract Documents, or other similarly prepared form previously approved by the District. All cost proposals must contain detailed line-item backup with a complete breakdown of costs for credits, deducts and extras, which itemizes materials, labor, equipment, taxes, overhead and profit. All

Subcontractor Work shall be so indicated. Subcontractor quotes for any subcontractor tier submitted as lump sum or without the required line-item breakdown will be rejected. After receipt of a proposal with a detailed breakdown, the District and the Architect will act promptly thereon.

1. If the District and the Architect approves a proposal, the PCO will be routed for Contractor signatures, the District Representative signatures, and the District signature.
2. If a proposal is not acceptable to the District or the Architect because it does not agree with costs and/or time included in the proposal, the District or the Architect will submit in a response what it believes to be a reasonable cost and/or adjustment, if any. Except, as otherwise provided in this Section, the Contractor shall have five Calendar Days in which to respond to the District with a revised proposal.
3. When necessity to proceed with a change does not allow the District sufficient time to conduct a proper cost and schedule analysis of a proposal (or revised proposal), the District may direct the Contractor to proceed on a basis to be determined at earliest practical date. In this event, the value of the Change, with corresponding equitable adjustment to Contract, shall not be more than the increase or less than the decrease initially proposed.

1.8 CHANGE ORDERS ("CO")

A Change Order is a written instrument prepared by the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, the Architect, and the DSA (if necessary), stating their agreement upon all of the following:

A. A description of a change in the Work;

B. The amount of the adjustment in the Contract Sum, if any; and

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

D. Change Order Forms: Whether or not noted on the executed form of Change Order, all Change Orders approved by the District are deemed to include and incorporate the following provision:

> "The adjustment of the Contract Price and the Contract Time for the changes noted in a Change Order (the "Changes") represents the full and complete adjustment of the Contract Price and the Contract Time due the Contractor for providing and completing such Changes, including without limitation: (i) all costs (whether direct or indirect) for labor, equipment, materials, tools, supplies and/or services; (ii) all general and administrative costs (including without limitation, home office, field office, and Site General Conditions costs) and profit; and (iii) all impacts, delays, disruptions, interferences or hindrances in providing and completing the Changes. (iv) <u>and the removal of any cost of insurance as it relates to what is provided under the OCIP</u>. The Contractor waives all rights, including without limitation, those arising under Civil Code Section 1542, for any other adjustment of the Contract Price or the Contract Time on account of a Change Order or the performance and completion of the Changes."

E. Correlation of Other Items

1. Contractor shall promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum as shown on the Change Order prior to the last day of the next monthly pay period.

2. Within seven (7) days, Contractor shall promptly revise Progress schedules, look ahead schedules, and the Contractors Master Schedule to reflect any Change in Contract Time, revise sub schedules to adjust times for other items of work affected by the change and resubmit to the District for review and approval. The Contractors shall not make changes to tasks in any schedule not impacted by the Change.
3. Contractor is responsible to promptly enter Changes in Project Record Documents.

F. All Changes:

1. Documentation of Change in Contract Sum and Contract Time:
   a. Contractor shall maintain detailed records of all Work performed on a time-and-material basis.
   b. Contractor shall document each proposal for a change in cost or time with sufficient data to allow detailed line item evaluation and analysis of the proposal.
   c. Contractor shall, on request, provide additional data to support computations for:
      i) Quantities of products, materials, labor and equipment.
      ii) Taxes, auto insurance, and bonds.
         a) Costs associated with the onsite work under general liability, workers compensation, pollution liability and builders' risks shall not be allowed; unless approved by the District.
      iii) Overhead and profit.
      iv) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any. Justification for change shall comply with Scheduling of Work Section 01 32 13.
      v) Credit for deletions from Contract, similarly documented.
   d. Contractor shall support each claim for additional costs and for Work performed under Force Account with additional information including:
      i) Credit for deletions from Contract, similarly documented.
      ii) Origin and date of claim.
      iii) Dates and times Work was performed and by whom.
      iv) Time records and wage rates paid.
      v) Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.

G. COST OF CHANGE ORDERS

1. It is the responsibility of the Contractor to notify the District within five Calendar Days if there is a cost change related to a change in the Work. Notification beyond this time limit may result in future claims being time barred.
2. Within seven (7) Calendar days after a request is made for a change that impacts the Contract Sum, the critical path, or the Contract Time, the Contractor shall provide the District and the Architect, with a written estimate of the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, and wage rates required for the change, and the effect upon the Contract Time of

such CO. Changes may be made by District by an appropriate written CO, or, at the District's option, such changes shall be implemented immediately upon the Contractor's receipt of an appropriate written Construction Change Directive.

3. District may, as provided by law and without affecting the validity of this Agreement, order changes, modification, deletions and extra work by issuance of written CO or Construction Change Directives from time to time during the progress of the Project, contract sum being adjusted accordingly. All such work shall be executed under conditions of the original Agreement except that any extension of time caused thereby shall be adjusted at time of ordering such change. District has discretion to order changes on a "time and material" basis with adjustments to time made after Contractor has justified through documentation the impact on the critical path of the Project.

4. The amount of the increase or decrease in the Contract Price from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

   a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation. If an agreement cannot be reached within fifteen (15) days after submission and negotiation of Contractor's proposal, Contractor may submit a properly formatted claim per the General Conditions and this Specification Section. Submission of sums which have no basis in fact 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.);

   b. By unit prices contained in Contractor's original bid and incorporated in the Project documents or fixed by subsequent agreement between District and Contractor;

   c. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee. However, in the case of disagreement, Contractor must utilize the procedure under this Specification Section; or

   d. By cost of material and labor and percentage of overhead and profit. (Force Account)

H. COST DETERMINATION

1. Total cost of extra Work or of Work omitted shall be the sum of construction labor costs, material costs, equipment rental costs, as defined herein plus overhead and profit as allowed herein and by the General Conditions. This limit applies in all cases of claims for extra Work, whether calculating cost proposals, Change Orders or CCDs, or calculating claims of all types, and applies even in the event of fault, negligence, strict liability, or tort claims of all kinds, including strict liability or negligence. The Contractor may recover no other costs arising out of or connected with the performance of extra Work, of any nature. No special, incidental or consequential damages may be claimed or recovered against the District, its representatives or agents, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.

2. Application of Overhead and Profit: (Overhead shall be as defined in this Specification Section.)

   a. Total overhead and profit on labor for extra Work shall not exceed 15 percent.

   b. Total overhead and profit on materials for extra Work shall not exceed 15 percent.

   c. Total overhead and profit on equipment for extra Work shall not exceed 10 percent.

d. When extra Work is performed by a first tier Subcontractor the Contractor shall receive a 5 percent markup on Subcontractors' total costs of extra Work. First tier Subcontractor's markup on its Work shall not exceed 15 percent.

e. When extra Work is performed by a lower tier Subcontractor, the Contractor shall receive a total of 5 percent markup on the lower tier Subcontractors' total costs of extra Work. First tier Subcontractors and lower tier Subcontractors shall divide the 15 percent markup as mutually agreed.

f. Notwithstanding the foregoing, in no case shall the total markup on any extra Work exceed 20 percent of the direct cost, notwithstanding the actual number of contract tiers.

g. On proposals covering both increases and decreases in Contract Sum, overhead and profit shall be allowed on the net increase only as determined in paragraph 1.5 above. When the net difference is a deduction, no percentage for overhead and profit shall be allowed, but rather the deduction shall apply.

h. No markup will be allowed on permits, fees, insurance, and bonds.

I. Taxes: All State sales and use taxes, Contra Costa County and applicable City sales taxes, shall be included. Federal and Excise tax shall not be included.

J. Accord and Satisfaction: Every Change Order and accepted CCD shall constitute a full accord and satisfaction, and release, of all the Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim. The Contractor may elect to reserve its rights to disputed claims arising from or relating to the changed Work at the time it signs a Change Order or approves a CCD, but must do so expressly in a writing delivered concurrently with the executed Change Order or approved CCD, and must also submit a Claim for the reserved disputed items pursuant to the General Conditions no later than 30 Calendar Days of the Contractor's first written notice of its intent to reserve rights.

K. COST BREAKDOWN

1. Labor: The Contractor will be paid cost of labor for workers (not including the project superintendent, or forepersons unless forepersons work greater than 50% of the time and then only when authorized by the District), used in actual and direct performance of extra Work. Labor rate, whether employer is the Contractor, Subcontractor or other forces, will be sum of following:

a. Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.

b. Labor surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages such as taxes and ~~worker's compensation insurance~~. <u>Worker's compensation is provided under the OCIP however if contractor or its subcontractors are excluded from the OCIP; it shall include cost of worker's compensation insurance in its cost of labor.</u> Such labor surcharge shall not exceed that set forth in the Prevailing Wage schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.

c. If agreement cannot be reached between the District and Contractor, or its subcontractors regarding labor productivity rates then Saylor Publications Current Construction Costs, which is in effect on date upon which extra work is performed, and which is incorporated herein by reference, shall be used to determine rates and surcharges. Unless accepted in writing by the District's Representatives, other manuals, including NECA (National Electrical Contractors Association) manual, shall NOT be used as a basis to determine labor rates, labor productivity rates, labor surcharges, or any other costs.

2. Material: Only materials furnished and installed in the Work by the Contractor and necessarily used in performance of extra Work will be paid for. The Contractor and any and all subcontractors will submit proof of material cost satisfactory to the District when requested. Cost of such materials will be cost, including sales tax, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable:

   a. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to the District notwithstanding fact that such discount may not have been taken.

   b. For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.

   c. If cost of a material is, in opinion of the District, excessive, then cost of material shall be deemed to be lowest current wholesale price at which material is available in quantities concerned delivered to Site, less any discounts as provided in this Specification Section.

      Unless accepted in writing by the District's Representative, NECA (National Electrical Contractors Association) manual shall NOT be used as a basis to determine any material costs.

3. Equipment Rental: For the Contractor-owned or Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.

   a. If there is no applicable rate for an item of equipment, then payment shall be made for the Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book.

   b. For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type. If, however, equipment of unwarranted size or type and cost is used, cost of use of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by the District.

   c. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates.

d. Individual pieces of equipment or tools not listed in said publication and having a replacement value of $250 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore as payment is included in payment for labor.

e. Rental time will not be allowed while equipment is inoperative due to breakdowns.

f. For equipment on Site, rental time to be paid for equipment shall be time equipment is in operation on extra Work being performed or on standby as approved by the District. The following shall be used in computing rental time of equipment:

i) When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.

ii) When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.

g. For equipment that must be brought to Site to be used exclusively on extra Work, cost of transporting equipment to Site and its return to its original location shall be determined as follows:

i) District will pay for costs of loading and unloading equipment.

ii) Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.

iii) Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.

iv) District will not make any payment for transporting and loading and unloading equipment if equipment is used on Work in any other way than upon extra Work.

h. Rental period may begin at time equipment is unloaded at Site of extra Work and terminate at end of the performance of the extra Work or Day on which the District directs the Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and the District's legal holidays, unless equipment is used to perform extra Work on such Days, rental time to be paid per Day shall be four hours for zero hours of operation, six hours for four hours of operation and eight hours for eight hours of operation, time being prorated between these parameters. Hours to be paid for equipment that is operated less than eight hours due to breakdowns, shall not exceed eight less number of hours equipment is inoperative due to breakdowns.

4. Work Performed by Special Forces or Other Special Services: When the District, the Architect and the Contractor by agreement, determine that special service or item of extra Work cannot be performed by forces of the Contractor or those of any Subcontractors, service or extra Work item may be performed by specialists. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of the special service industry to provide complete itemization. In those instances wherein the Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work

performed in such facility may, by agreement, be accepted as a specialist billing. The District must be notified in advance of all off-Site Work. In lieu of overhead and profit provided in this Section, 15 percent will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

L. FORCE-ACCOUNT WORK

1. If it is impracticable because of nature of Work, or for any other reason, to fix an increase or decrease in price definitely in advance, the Contractor may be directed to

   proceed at a not-to-exceed (NTE) maximum price which shall not under any circumstances be exceeded. Subject to such limitation, such extra Work shall be paid for at actual necessary cost for Force-Account Work or at the negotiated cost, as determined by the District. The cost for Force-Account Work shall be determined pursuant to this Specification Section.

2. Force-Account Work shall be used when it is not either possible or practical to price the changed Work prior to the start of that Work. In these cases, Force-Account Work will be utilized during the pricing and negotiation phase of the change. Once negotiations have been concluded and a bilateral agreement has been reached, the tracking of the Work under Force-Account is no longer necessary. Force-Account Work shall also be used when negotiations between the District and the Contractor have broken apart and a bilateral agreement on the value of the changed Work cannot be reached. The District may approve other uses of Force-Account Work.

3. Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, the Contractor shall report to the District each Business Day in writing in detail amount and cost of labor, equipment, and material used, and any other expense incurred in Force-Account Work on the preceding day, by using a preapproved cost proposal form. No claim for compensation for Force-Account Work will be allowed unless report shall have been made and acknowledged by the District.

4. Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, the Contractor shall report to the District when 75 percent of the NTE amount has been expended.

5. RECORDS AND CERTIFICATION

   a. Force-Account (cost reimbursement) charges shall be recorded daily and summarized in preapproved cost proposal form. The Contractor or authorized representative shall complete and sign form each Day and submit to the District Representative for review and approval. The Contractor shall also provide with the form: the names and classifications of workers and hours worked by each; an itemization of all materials used; a list by size type and identification number of equipment and hours operated; and an indication of all Work performed by specialists.

   b. No payment for Force-Account Work shall be made until the Contractor submits original invoices substantiating materials and equipment charges.

   c. District shall have the right to audit all records in possession of the Contractor relating to activities covered by the Contractor's claims for modification of Contract, including Force-Account Work and CCD Work.

d. Further, the District will have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of the Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. If the Contractor is a joint venture, right of the District shall apply collaterally to same extent to records of joint venture sponsor, and of each individual joint venture member. This right shall be specifically enforceable, and any failure of the Contractor to voluntarily comply shall be deemed an irrevocable waiver and release of all claims then pending that were or could have been subject to the General Condition of Contract.

6. Force-Account Work shall be paid as extra Work under this Section. Methods of determining payment for Work and materials provided in this paragraph shall not apply to performance of Work or furnishings of material that, in judgment of the District, may properly be classified under items for which prices are otherwise established in Contract Documents.

a. Basis for Establishing Costs.

i) Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra Work is done, plus employer payments of payroll taxes and ~~insurance~~, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra Work cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

a) <u>Worker's compensation is provided under the OCIP however if contractor or its subcontractors are excluded from the OCIP; it shall include cost of worker's compensation insurance in its costs.</u>

ii) Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery. The District reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the District.

iii) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of $250 or less.

b. Other Items. The District may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.

c. Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the PCO. If the request for payment is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

d. Overhead and Profit. Overhead and profit is defined and shall be applied as in this Specification Section.

M. DISTRICT-FURNISHED MATERIALS

1. District reserves right to furnish materials, as it deems advisable, and the Contractor shall have no claims for costs and overhead and profit on such materials.

N. OVERHEAD DEFINED

1. The following includes, but is not limited to, costs that are deemed included in overhead for all Contract Modifications, including COs, Force-Account Work or CCD Work, whether incurred by the Contractor, Subcontractors, or suppliers, and the Contractor shall not invoice or receive payment for these costs separately:
   a. Drawings: field drawings, Shop Drawings, etc., including submissions of drawings.
   b. Routine field inspection of Work proposed.
   c. General Superintendence, including Site Superintendent, Project Engineers, Project Management or Construction Management services provided by the Contractor.
   d. General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary.
   e. Computer services.
   f. Reproduction services.
   g. Salaries of, superintendent, foremen, timekeeper, storekeeper and secretaries
   h. Janitorial services
   i. Temporary on Site facilities, including for any extended periods of Contract Time:
      i) Offices
      ii) Telephones
      iii) Plumbing
      iv) Electrical: Power, lighting, etc.
      v) Platforms
      vi) Fencing, barricades, signage, etc.
      vii) Water
2. Home office expenses
3. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents
4. Surveying
5. Estimating
6. Protection of Work
7. Handling and disposal fees
8. Final cleanup
9. Small tools
10. Warranty

11. All Contract General Conditions
12. Other incidental Work

O. Deductive Change Orders: All deductive Change Order(s) shall be prepared in the same manner as additive change orders using the same forms and formulas, with negative numbers. Overhead and profit will be neither added nor deducted when calculating deductive changes.

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

Q. Accounting Records: With respect to portions of the Work performed by COs and Construction Change Directives on a time-and-materials, unit-cost, or similar basis, 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.

R. 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 General Conditions of these Contract Documents. 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 CO.

S. Applicability to Subcontractors: Any requirements under this Section shall be equally applicable to COs or Construction Change Directives issued to Subcontractors by the Contractor to the same extent required by the Contractor.

T. Alteration to Change Order Language: Contractor shall not alter or reserve time in Change Orders or Construction Change Directives. Contractor shall execute finalized Change Orders and proceed with the Work. If Contractor intends to reserve time, without an approved CPM schedule prepared pursuant to the Construction Scheduling Specification, the Contractor may be prosecuted pursuant to the False Claim Act.

1.9 CONSTRUCTION CHANGE DIRECTIVE

A. Definition: A Construction Change Directive is a written order prepared by the District and signed by the Architect and District, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both. The District may, by Construction Change Directive and without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions within. If applicable, the Contract Sum and Contract Time will be adjusted accordingly. In the case of a Construction Change Directive being issued, Contractor shall commence Work immediately or delays from failure to perform Construction Change Directive shall be the responsibility of Contractor. Any dispute as to the sum of Construction Change Directive or timing of payment, shall be resolved pursuant to the Disputes paragraphs of these Contract Documents. A Construction Change Directive shall be used in the absence of agreement on the terms of a CO. Changes meeting the definition of DSA Construction Change Document Category

A require DSA review and approval and shall be submitted by the Architect of Record to DSA as a Construction Change Document in accordance with IR A-6.

B. Construction Change Directives: If at any time the District believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, the District may issue a CCD with a recommended cost and/or time adjustment.

1. Upon receipt of CCD, the Contractor shall promptly proceed with the change of Work involved and concurrently respond to the District's CCD within 10 Calendar Days.

a. Contractor's response must be any one of following:

i) Return CCD signed, thereby accepting the District's response, time, and cost.

ii) Submit a (revised if applicable) proposal with supporting documentation (if applicable, reference original proposal number followed by letter R1, R2, etc. for each revision.

iii) Give notice of intent to submit a Claim as described in the General Conditions, and submit its Claim with 30 Calendar Days.

b. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

i) Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.

ii) Unit prices stated in the Contract Documents or subsequently agreed upon.

iii) Force account.

iv) Cost to be determined in a manner agreed.

C. A CCD signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a PCO.

D. If the Contractor does not respond promptly, or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by the District on the basis of published estimating guides, District or Architect estimating consultant analysis, or reasonable and historical expenditures and savings of those performing similar Work including, in case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. If the parties still do not agree on the price for a CCD, the Contractor may file a Claim per General Conditions. The Contractor shall keep and present, in such form as the District may prescribe, an itemized accounting together with appropriate supporting data.

E. The amount of credit to be allowed by the Contractor for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect and the District. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

1.10 Responses: For all responses for which the Contract Documents, including without limitation this Section, do not provide a specific time period, recipients shall respond within a reasonable time.

1.11 Disputes: For all disputes arising from the procedures herein, the Contractor shall follow this Section and the Contract General Conditions.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION 01 26 00

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 26 00 – "Contract Modification Procedures"

C. Section 01 31 19 – "Project Meetings"

D. Section 01 33 00 – "Submittal Procedures"

E. Section 01 77 00 – "Closeout Procedures"

F. Section 01 78 39 – "Project Record Documents"

G. Divisions 2 through 33 Sections for Payment Procedures requirements for the work in those sections.

1.3 SUMMARY

A. This Section includes descriptions of requirements and procedures for determining the quantity of Work performed during each pay period in project and the procedures for obtaining payment for Work performed.

1.4 CONTRACT SUM

A. The Contract Sum 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.

1.5 SCHEDULE OF VALUES

A. Within ten (10) calendar days of the award of the Contract, provide an Initial Schedule of Values (SOV) along with the Initial CPM Schedule. This initial SOV shall include detailed breakdown of the elements of work expected in the first 90 calendar days of the Contract.

B. Submit the Master Schedule of Values for all activities and costs under the Contract. Coordinate activities with, and submit this Master SOV at the same time as the master CPM Schedule.

C. The SOV shall include Contractor's overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Proposal Item) and/or other financing, as well as general conditions costs, (e.g., Site cleanup and maintenance, temporary roads, access, signage off-Site access roads, temporary power and lighting, security, and the like). These costs shall be prorated

through all activities and all Phases of the Project so that the sum of all Schedule of Values line items equals the total Contract Sum.

D. District, Architect, and Project Manager shall review the breakdown in conjunction with the Master Construction Schedule to ensure that the amounts listed in the Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by the District, District will accept this Schedule of Values for use. District shall be the sole judge of fair market cost allocations.

E. District will reject any attempt to increase the cost of early activities, i.e., "front loading," resulting in a complete reallocation of moneys until such "front loading" is corrected. Repeated attempts at "front loading" may result in suspension or termination of the Work for default, or refusal to process progress payments until such time as the Schedule of Values is acceptable to District.

F. The Schedule of Values shall list line item costs for Project Closeout, Operations and Maintenance Manuals, Warranties, final test reports, and like items as required by this and other sections of the Contract Documents.

G. Format and Content: Use the Project Manual Table of Contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project Identification on the Schedule of Values:
   a. Project name and Campus;
   b. Name of Architect;
   c. District's project number;
   d. Contractor's name and address;
   e. Date of submittal.
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
   a. Related Specification Section or Division;
   b. Description of the Work;
   c. Name of subcontractor;
   d. Name of manufacturer or fabricator;
   e. Name of supplier;
   f. Change Orders (numbers) that affect value;
   g. Dollar value:
      i) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

   Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual Table of Contents, individual Specification Sections, and the Construction Schedule. Provide several line items for principal subcontract amounts, where appropriate. Include separate line items under required principal subcontracts. A line item for Bonds must be supported by the evidence of the Bond cost at the time of application for payment. Provide individual

line items for operation and maintenance manuals, punch list activities, Project Record Documents, Title 24 closeout, LEED commissioning (if applicable), and demonstration and training (if applicable). If the values for administrative close-out items are not realistic and supportable, the Schedule of Values will not be accepted.

3. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
4. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
   a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
5. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
6. Provide separate line item in the Schedule of Values for maintenance and updating of Project Record Documents as specified in Section 01 78 39 (Project Record Documents).
7. Provide a separate line item for DSA verified report retention if this is a DSA approved project. See General Conditions.
8. Allowances: Provide a separate line item in the Schedule of Values for each allowance.
9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
10. Schedule Updating: When Change Orders result in a change in the Contract Sum, include each Change Order as a new line item, with additional line items for detail if the change involves multiple subcontractors or significant Work in more than one Specification Section.

1.6 SUBCONTRACTOR LISTING

A. Within five (5) days of the award of the Contract, provide the name, address, telephone number, fax number, California State Contractors Board License number, and classification of all Subcontracts for parties furnishing labor, material, or equipment for the Project.

1.7 DISTRICT APPROVAL

A. The District shall review all submittals required above in a timely manner. All submittals must be approved by the District before becoming the supporting basis for any Contractor payment request.

1.8 PROGRESS PAYMENTS

A. Within thirty (30) days after approval of the Request for Payment, Contractor shall be paid a sum equal to ninety percent (95%) of the value of the Work performed (as certified by Architect and Inspector and verified by Contractor) up to the last day of the previous month, less the aggregate of previous payments. 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 enforcement of 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.

B. 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.

C. Notwithstanding anything to the contrary stated above, the Contractor may include in its Request for Payment the value of any structural steel, G.F.R.C. panels and other such custom-made materials prepared specifically for the Project and unique to the Project so long as all of the following requirements are satisfied:

1. No payment shall be made for materials stored off-site without the written approval of the District to be given or withheld in the District's sole discretion;
2. Title to such materials shall be vested in the District as evidenced by documentation satisfactory in form and substance to the District, including, but not limited to, recorded financing statements, UCC filings and UCC searches;
3. With each Contractor Request for Payment, the 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;
4. The consent of any Surety shall be obtained to the extent required prior to payment for any materials stored off-site;
5. Representatives of the District shall have the right to make inspections of the storage areas at any time; and
6. 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.

D. 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.

E. 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 any error subsequent to any payment.

1.9 APPLICATIONS FOR PROGRESS PAYMENTS

A. The Architect shall, within seven (7) days after receipt of the Contractor's Application for Payment, either approve such payment or notify the Contractor in writing of the Architect's reasons for withholding approval in whole or in part as provided herein. The review of the Contractor's Application for Payment by the Architect is based on 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 Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents.

B. The foregoing representations are subject to:

1. An evaluation of the Work for conformance with the Contract Documents;

2. Results of subsequent tests and inspections;
3. Minor deviations from the Contract Documents correctable prior to completion, and
4. Specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

C. Progress Payment Procedures include the following:

1. *Pre-application Meeting.* On or before the 5th Day of each calendar month during the progress of the Work, Contractor shall attend a pre-Application meeting with District's Representatives, including the Architect, Project Manager and Project Inspector. Contractor shall provide a complete draft of the proposed Application for Payment for review. The Contractor shall revise and resubmit the draft Application for Payment, if required by District. This meeting may be a ZOOM meeting at the discretion of the District.
2. *Application for Progress Payment.* On or before the tenth (10th) day of each calendar month during the progress of the Work, Contractor shall submit to the Architect an itemized Application for Progress Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following and as required by the specifications.
3. The Contractor shall submit Applications for Payment in a form pre-approved by the District, either on or following the format of AIA G702/G703. Information shall include:
   a. 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;
   b. 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;
   c. The balance that will be due to each of such entities after said payment is made;
   d. A certification that the Record Drawings and Annotated Specifications are current;
   e. Itemized breakdown of work done for the purpose of requesting partial payment;
   f. Where the Work is separated into Phases, provide Applications for Payment showing values correlated with each Phase separately.
   g. An updated Construction Schedule in conformance with the requirements of Section 01 32 13, Scheduling of Work.
   h. All additions to and subtractions from the Contract Price and Contract Time;
   i. A summary of the retentions held;
   j. Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require;
   k. An updated Schedule of values showing percentage of completion of the Contractor's Work by line item.

D. Prerequisites for Progress Payments include the following:

1. The following items must be submitted and approved before the first payment request will be accepted for processing:
    a. List of all subcontractors;
    b. List of Contractor's staff assignments;
    c. Installation of the Project signs and other required temporary facilities and controls, including field office(s) required by Section 01 50 00;
    d. Complete Schedule of Values;
    e. Initial Construction Schedule, due within [5 edit] days after Notice to Proceed;
    f. Submittal Schedule;
    g. Copies of any required permits;
    h. Copies of authorizations and licenses from governing authorities, if required;
    i. Surveyor qualifications if needed;
    j. All bonds and insurance endorsements;
    k. Other early submittals required by the Contract Documents.

E. No payment requests will be processed unless Contractor has:
    1. Submitted copies of the Certified Payroll records for the Payment Request Work period.
    2. Provided an updated Construction Schedule.
    3. Provided an updated Schedule of Values.
    4. Provided all other payment request related items required by the Contract Documents.

F. Payment requests that are not in compliance with the Contract Documents will be returned with no action taken.

G. If Contractor is late submitting an Application for Payment, that Application may be processed at any time during the one-month period, but may result in processing of the Contractor's Application for Payment being delayed for more than a day-for-day basis. The District and its representative shall not be responsible for any such Payment being delayed due to late, incomplete, or inaccurate submission by the Contractor.

H. Any payments made to Contractor where criteria set forth in the Contract Documents 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 and that Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination or other penalty.

1.10 WARRANTY OF TITLE

A. The Contractor warrants title to all work. The Contractor further warrants that all work is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work.

B. Failure to keep work free of liens, claims, security interests or encumbrances is grounds to make a claim against Contractor's payment and performance bond to immediately remedy and defend.

C. If a lien or stop notice of any nature should at any time be filed against the Work or any District property by any entity which 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 stop notice to be released or discharged immediately therefrom.

D. 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 stop notice has been so released, discharged, or secured, then 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.

1.11 DECISIONS TO WITHHOLD PAYMENT

A. 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:

1. Defective Work not remedied;
2. Stop Notices served upon the District;
3. Liquidated damages assessed against the Contractor;
4. The cost of completion of the Contract if there exists reasonable doubt that the Work can be completed for the unpaid balance of any Contract Price or by the completion date;
5. Damage to the District or other contractor;
6. Unsatisfactory prosecution of the Work by the Contractor;
7. Failure to store and properly secure materials;
8. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, acceptable monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed Change Order, Construction Change Directives, and verified reports;
9. Failure of the Contractor to maintain record drawings;
10. Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;
11. Unauthorized deviations from the Contract Documents;
12. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and completion dates.
13. Failure to properly pay prevailing wages as defined in Labor Code section 1720, et seq.;
14. Failure to properly maintain or clean up the Site;
15. Payments to indemnify, defend, or hold harmless the District;
16. Any payments due to the District including but not limited to payments for failed tests, or utilities changes or permits;

17. Failure to submit an acceptable schedule in accordance with Section 01310;
18. Failure to pay Subcontractor or suppliers as required herein;
19. Failure to provide release from material suppliers or subcontractors when requested to do so.

1.12 RE-ALLOCATION OF WITHHELD AMOUNTS

A. District may, in its discretion, apply any withheld amount to payment of outstanding claims or obligations as defined in herein. In so doing, District shall make such payments on behalf of Contractor.

B. If any payment is so made by District, then such amount shall be considered as a payment made under Contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of such funds disbursed on behalf of Contractor.

C. 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 ten (10) calendar days written notice to the Contractor and without prejudice to any other remedy make good such deficiencies.

D. 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 which is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract price (of at least 150% of the estimated reasonable value of the nonconforming work) shall be made therefore.

1.13 PAYMENT AFTER CURE

A. When the grounds for declining approval are removed, 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.

1.14 NONCONFORMING WORK

A. Contractor shall promptly remove from premises all Work identified by District as failing to conform to the Contract whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract without additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

B. If Contractor does not remove such Work which has been identified by District as failing to conform to the Contract Documents within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) calendar days' time thereafter, District may, upon ten (10) calendar days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

1.15 SUBCONTRACTOR PAYMENTS

A. 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 Sub-subcontractors in a similar manner.

1.16 NO OBLIGATION OF DISTRICT FOR SUBCONTRACTOR PAYMENT

A. 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.

1.17 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE

A. An approved Request for Payment, a progress payment, or partial or entire use or occupancy of the Project by the District shall not constitute acceptance of Work not in accordance with the Contract Documents.

1.18 JOINT CHECKS

A. District shall have the right, 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.

1.19 NO WAIVER

A. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

1.20 FINAL PAYMENT

A. Contractor shall comply with requirements of Section 01 77 00 Closeout Procedures.

B. Contractor shall maintain the presence of Project Superintendent and Project Manager until the Work is complete.

C. Under no circumstances shall Contractor d emobilize its forces prior to completion of the Final Punchlist. Upon receipt of Contractor's written notice that all of the Final Punchlist items have been fully completed and the Work is ready for final inspection and acceptance, Architect shall inspect the Work and shall submit to Contractor and District a final inspection report noting which work, if any, is required to be completed in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punchlist items not yet satisfactorily completed.

D. Upon completion of the Work contained in the Final Inspection report, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect and the District finds the Work contained in such Final Inspection report acceptable under the Contract

Documents and, therefore, the Work fully completed, it shall notify Contractor, who may then submit to the Architect its final Application for Payment.

E. Upon receipt and approval of such final Application for Payment, the Architect shall issue a final Certificate of Payment stating that to the best of its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Architect in connection with the Work, such Work has been completed in accordance with the Contract Documents. The District shall thereupon inspect such 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 (which, 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 payment from the District, pay the amounts due Subcontractors.

F. The following conditions must be fulfilled prior to Final Payment:

1. A full and final waiver or release of all Stop Notices in connection with the Work shall be submitted by Contractor, including a release of Stop Notice in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.
2. The Contractor shall have made all corrections to the Work 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.
3. 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.
4. Contractor must have completed all requirements set forth in Section 01 77 00 Closeout Procedures.
5. Architect shall have reviewed and approved a Final Application for Payment.
6. The Contractor shall have completed final clean up as required by Section 01 74 00 Cleaning and Waste Management.

1.21 RETAINAGE

A. The retainage, less any amounts disputed by the District or which the District has the right to withhold, shall be paid:

1. After approval by District and Architect of the Contractor's final Application for Payment;
2. After satisfaction of all terms and conditions set forth in the Contract Documents, and
3. After thirty-five (35) days after the acceptance of the Work by the District Governing Board and recording of the Notice of Completion by District.

B. No interest shall be paid on any retainage, 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 § 22300.

C. Retainage shall be 5 percent on all progress payments.

1.22 SUBSTITUTION OF SECURITIES

A. The District will permit the substitution of securities in accordance with the provisions of Public Contract Code § 22300.

1.23 ALLOWANCES

A. District will authorize and direct Contractor regarding provisions in this paragraph.

B. Allowance Amount: as listed in Section 01 21 00 (Allowances).

C. District shall determine in its sole discretion which costs, if any, it will authorize in writing to be paid from the Allowance. Generally, the Allowance will be used only for District-initiated changes in the Scope of Work.

D. Costs for Allowance Work shall be determined as provided in Section 01 26 00, Contract Modification Procedures.

PART 2 – PRODUCTS
Not Used.

PART 3 – EXECUTION
Not Used.

END OF SECTION 01 29 00

SECTION 01 30 01

LABOR COMPLIANCE PROGRAM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 0 and Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 29 00 – "Payment Procedures"

C. Section 01 77 00 – "Closeout Procedures"

D. Divisions 2 through 33 Sections for Labor Compliance Program requirements for the work in those Sections.

1.3 SUMMARY

A. Labor Code Section 1725.5 regarding Department of Industrial Relations (DIR) contractor registration process including registration criteria and implementation of DIR registration requirements. Labor Code Section 1771.7 establishes contractor's obligation to submit Certified Pay Roll (CPR) to the Department of Labor and Standards Enforcement (DLSE) and public works monitoring and enforcement. Labor Code Section 1773.3 requires the District to submit a PWC-100 to DIR for all public works contract awarded effective January 1, 2015.

B. Contractors and subcontractors performing work on District projects will be expected to adhere to the labor compliance provisions outlined in Division 2, Part 7, Chapter 1 of the California Labor Code §1720- 1861 including, but not limited to, the reporting of certified payroll, payment of prevailing wages and the employment of apprentices.

1.4 LABOR COMPLIANCE PROGRAM REQUIREMENTS

A. California Labor Code Section 1770, et seq., and Education Code Section 17424 require that contractors on Public works projects pay their workers based on the prevailing wage rates which are established and issued by the Department of Industrial Relations, Division of Labor Statistics and Research.

1. Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code §1770, et seq., the District has obtained from the Director of the California Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for straight time, holiday time and overtime work in the locality in which the work is to be performed for each craft, classification or type of worker needed to execute the contract. The prevailing wage determination can be accessed online at http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm. Copies of the prevailing rate of per diem wages are also on file at the District office, which shall be made available to any interested party on request. Per diem wages shall be deemed to include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as

provided in California Labor Code §1773.1 and as shown in the Director's determination. For apprenticeship or other training programs authorized by California Labor Code §3093, and similar purposes, when the term "per diem wages" is used herein it shall have the meaning as defined in the prevailing wage determination as published by the Director of the California Department of Industrial Relations and California Labor Code.

2. The contractor shall post at an appropriate conspicuous weatherproof point on the site of the project a copy of the prevailing wage determination published by the Director of the California Department of Industrial Relations which is applicable to the project and the Notice of Approval of the Labor Compliance Program.

3. There shall be paid to each worker of the contractor or any subcontractor, of any tier, engaged in the work, not less than the general prevailing wage rate regardless of any contractual relationship which may be alleged to exist between the contractor or any subcontractor, of any tier, and such worker. The contractor and subcontractors will be required to pay all workers on a weekly basis. Each worker needed to execute the work on the project shall also be paid travel and subsistence payments, as such travel and subsistence payments are defined in the prevailing wage determination published by the Director of the California Department of Industrial Relations.

4. Holiday and overtime work, when permitted by law, shall be paid for at the rate identified in the prevailing wage determination issued by the Director of the California Department of Industrial Relations. In accordance with Labor Code §1815, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

5. The Contractor shall forfeit fifty dollars ($50.00) for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the California Department of Industrial Relations for such work or craft in which such worker is employed by the contractor or by any subcontractor, of any tier, in connection with the work. Pursuant to California Labor Code §1775, 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 in the addition to the penalties. The amount of forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the contractor's mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages. The contractor's previous record in meeting the prevailing wage obligations or the contractor's willful failure to pay the correct rates of prevailing wages may influence the amount of penalty.

6. In accordance with Labor Code §1813, the contractor or subcontractor shall, as a penalty to the state or political subdivision 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 respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

B. California Labor Code Section 1776 requires contractors to keep accurate payroll records of trade workers on all public works projects and to submit copies of certified payroll records upon request.

1. Pursuant to California Labor Code §1776, the contractor and every subcontractor, of any tier, shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per them wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the public works project. The payroll records shall be certified and submitted bi-weekly to the Labor Compliance Representative and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

2. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;

3. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations;

4. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The contractor shall have ten (10) days in which to completely comply, subsequent to receipt of written notice specifying in what respects the contractor must comply herewith. Should noncompliance be evident after such 10-day period, the contractor shall, as a penalty to the District, forfeit Twenty-Five Dollars ($25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated.

C. California Labor Code Section 1777.5 requires contractors to employ registered apprentices on Public works projects.

1. Per California Labor Code §1777.5(e), the contractor and all subcontractors shall notify an approved training program that can supply apprentices to the area of the public works project. The contractor and subcontractors shall submit contract award information to the applicable joint apprenticeship committee which shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. Additionally, the contractor and subcontractors shall request, from the joint apprenticeship committee, dispatch of apprentices on the public works project using the state form DAS-142.

2. All apprentices employed by the contractor to perform any of the work shall be paid the prevailing wages identified by the Director of the California Department of Industrial Relations. Only apprentices, as defined in California Labor Code §3077 who are in training under apprenticeship standards and written apprenticeship agreements under California Code §§3070, et seq., are eligible to be employed for the work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training or the standards established by the Division of Apprenticeship Standards.

3. The ratio of work performed by apprentices to journeymen, who shall be employed in the work, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but in no case shall the ratio be less than one hour (1) of apprentice work for each five (5) hours of labor performed by a journeyman, except as

otherwise provided in California Labor Code §1777.5. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the joint apprenticeship committee, is employed at the site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the completion of the work. The contractor shall, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the Work. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a joint apprenticeship committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. This article shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than thirty thousand dollars ($30,000).

4. The contractor or any subcontractor, of any tier, who performs any of the work by employment of journeymen or apprentices in any apprenticeable craft or trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the work, to which fund or funds other contractors in the area of the site of the work are contributing, shall contribute to the fund or funds in each craft or trade in which it employs journeymen or apprentices in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The contractors shall provide proof of such contributions when requested, including checks, check stubs, receipts, or other records required to prove that all required payments were made.

5. In the event the contractor willfully fails to comply with the provisions of California Labor Code §1777.5, and pursuant to California Labor Code §1777.7, the contractor shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the administrator of apprenticeship; and (ii) forfeit, as a civil penalty, one hundred dollars ($100.00) and up to three hundred dollars ($300.00) for each calendar day of noncompliance. The District shall withhold such amount from the contract price then due or to become due upon request of the Division of Apprenticeship Standards.

END OF SECTION 01 30 01

SECTION 01 31 00

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 14 00 – "Work Restrictions"

C. Section 01 31 19 – "Project Meetings"

D. Section 01 33 00 – "Submittal Procedures"

E. Section 01 45 29 – "Testing Laboratory Services"

F. Section 01 35 00 – "Special Procedures"

G. Section 01 74 00 – "Cleaning and Waste Management"

H. Section 01 77 00 – "Closeout Procedures"

I. Section 01 79 00 – "Demonstration & Training"

J. Divisions 2 through 33 Sections for Project Management and Coordination requirements for the work in those Sections.

1.3 SUMMARY

A. This Section specifies the administrative requirements and includes descriptions of required Project Coordination for the work and all phases of Project including, but not limited to, the following:

1. Coordination
2. Pre-Construction Conference
3. Project Meetings
4. Pre-installation Conferences-Coordination
5. Underground and Utilities Coordination
6. Electrical and Mechanical Coordination
7. Coordination with Work by District
8. Special Meetings-Coordination
9. Coordination of Contract Closeout

1.4 COORDINATION

A. Coordinate scheduling, submittals, and Work of the various Sections of Specifications to assure efficient and orderly sequence of Work, with provisions for accommodating items to be installed later and for accommodating items to be installed by other District Contractors.

B. Resolve differences or disputes concerning coordination, interference, or extent of Work of the various Sections of the Specifications. Contractor's decisions if consistent with requirements of the Contract Documents shall be final.

C. Coordinate completion and clean-up of Work of separate Sections in preparation for substantial Completion.

D. Coordinate requests for substitutions to assure compatibility of space, of operating elements, and effect on work of other sections.

E. Coordinate sequence of Work to accommodate District occupancy as specified within the Contract Documents. Cooperate with District and District suppliers and/or contractors during move-in and occupancy of the completed Work at each Phase.

F. Contractor shall coordinate construction operations and means and method of construction included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Coordinate structural, mechanical, and electrical elements prior to installation. All penetrations of structural elements must first receive approval of Architect and District. Rerouting of ductwork, piping, or conduit and resulting changes to other work caused by failure to coordinate beforehand is the responsibility of the Contractor and shall not be considered justification for either additional cost or time.

2. Schedule construction operations in sequence required to obtain the best constructed results where installation of one part of the Work depends on installation of other components, before or after its own installation.

3. Coordinate installation of different components with other contractors or other trades to ensure maximum and appropriate accessibility for required maintenance, service, and repair. Where availability of space is limited, coordinate installation of different components to ensure maximum and appropriate performance and accessibility for required maintenance, service, operations, and repair of all components, and building systems.

4. Make adequate provisions to accommodate items scheduled for later installation.

5. The manner in which the Specifications are divided into Divisions and Sections is not intended to indicate division of work between trades nor indicate trade union or jurisdictional agreements. Requests for an increase in the Contract Price or Time for Work indicated in one area of the Specifications or Drawings that are not correlated with Work indicated in other areas of the Specifications or Drawings before Bidding will be denied by the District.

   a. Assign and subcontract construction activities, and employ workers in a manner that will not risk jurisdictional disputes that could result in conflicts, delays, claims, or losses.

1.5 PRECONSTRUCTION CONFERENCE

A. The District will schedule a conference after Notice to Proceed and prior to the start of Work.

B. Attendance Required: District representatives, Architect and consultants, DSA Project Inspector, District Representative, Contractor, certain Subcontractors as requested by the District and others as appropriate.

1.6 ADMINISTRATIVE COORDINATION

A. Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative coordination activities include, but are not limited to, the following:

1. Preparation of and coordination of Contractor's CPM Schedules Preparation of the Schedule of Values and Master CPM Schedule
2. Coordinate installation and removal of temporary facilities and controls
3. Coordinate and delivery and processing of submittals, and samples
4. Coordinate progress meetings, testing, and inspection
5. Pre-installation conferences
6. Mockups
7. Startup and adjustment of systems
8. Project closeout activities

B. Project Documents Management and Exchange

1. The Contractor, District, IOR, and Architect shall mutually utilize an internet-based system for the exchange and tracking of Project documents. See Specification Section 01 32 00, Construction Progress Documentation.

1.7 PRE-INSTALLATION CONFERENCES AND COORDINATION

A. Contractor shall be responsible to convene pre-installation conferences as required by individual Section of the Specifications. Include all affected parties. Also refer to Section 01 31 19 for additional Project Meetings requirements.

1.8 COORDINATION OF THE WORK

A. Coordinate use of project space and sequence of installation of mechanical, electrical, structural, and other Work which is indicated diagrammatically on Drawings. Follow routings shown for pipes, ducts, and conduits as closely as practicable, with due allowance for available physical space; make runs parallel with lines of building. Utilize space efficiently for maximum and appropriate accessibility for other installations, for maintenance, service, operations, and for repairs.

B. Contractor shall use large scale drawings, if their preparation is required as part of Work of these specifications, together with shop drawings and layout drawings of other affected sections of these specifications to check, to coordinate, and to integrate the Work of various sections to prevent interferences.

C. Perform and complete checking and coordination before commencing construction in the affected areas.

D. In finished areas, except as otherwise shown, conceal pipes, ducts, and wiring in the construction. Coordinate locations of plumbing, fixtures, electrical fixtures, and fixtures and outlets with finish elements.

1.9 CONSERVATION

A. Contractor shall coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials.

1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. Refer to other Sections for disposition of salvaged materials that are designated as District's property.

1.10 MEANS AND METHODS

A. Contractor is solely responsible for construction means, methods, techniques, sequences, and procedures for performing all Work.

1.11 COORDINATION KEY PERSONNEL NAMES

A. Contractor prior to starting construction operations shall submit a list of key personnel assignments, including Contractor's Project Manager, Superintendent, Assistant Superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including office and cell telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

1. Contractor shall submit ten (10) copies of key personnel list to the District.

2. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone. Keep list current at all times, and provide current list to the District.

1.12 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

A. Contractor shall provide other administrative and supervisory personnel as required for proper performance of the Work.

1. Include specific or dedicated personnel required for coordination of operations with other contractors.

1.13 COORDINATION WITH WORK BY DISTRICT

A. Coordinate service connections for District furnished and District installed equipment. Verify that service connections are correct sizes and in required locations.

B. Coordinate support and anchorage for equipment furnished and installed by the District. Provide blocking and backing as shown or directed to facilitate installation of equipment by others.

1.14 DAILY CONSTRUCTION REPORTS

A. On a daily basis, Contractor shall submit a daily activity report to DISTRICT for each workday, including weekends and holidays, when worked. Contractor shall develop the daily construction reports on a computer generated data-base capable of sorting daily Work, manpower and man-hours by Contractor, Subcontractor, area, sub area, and change order work. Upon request of DISTRICT, furnish computer disk of this database. Obtain DISTRICT's written approval of daily construction report data base format prior to implementation. Include in report:

1. Project name and Project number
2. Contractor's name and address
3. Weather, temperature and any unusual site conditions
4. Brief description and location of the day's scheduled activities and any special problems and accidents, including Work of Subcontractors. Descriptions shall be referenced to CPM scheduled activities.
5. Worker quantities for its own Work force and for Subcontractors of any tier.
6. Equipment, other than hand tools, utilized by Contractor and Subcontractors.

1.15 PERIODIC VERIFIED REPORTS

A. The Contractor shall complete and submit the Final Verified Report required by DSA In addition to other conditions precedent to Final Payment, the Contractor's completion and submission of the Final Verified Report is an express condition precedent to the District's obligation to make the Final Payment. In addition to completion and submission of the Final Verified Report, as a material obligation under the Contract Documents, the Contractor shall comply will all DSA requests for reports or other data relating to the Work, the status thereof or conformity of the Work to the Contract Documents.

PART 2 - PRODUCTS
Not Used.

PART 3 - EXECUTION
Not Used.

END OF SECTION 01 31 00

SECTION 01 31 19

PROJECT MEETINGS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 14 00 – "Work Restrictions"

C. Section 01 45 00 – "Quality Control"

D. Section 01 50 00 – "Temporary Facilities and Control"

E. Section 01 77 00 – "Closeout Procedures"

F. Divisions 2 through 33 Sections for Project Meetings requirements for the work in those Sections.

1.3 SUMMARY

A. This Section specifies administrative requirements and provides descriptions of the required project meetings for the Work and all phases of the project. These meetings include, but not limited to, the following:

1. Preconstruction Meeting
2. Schedule Review Meetings
3. Weekly Project Progress Meetings
4. Progress Schedule and Application for Payment Meetings
5. Special Meetings

1.4 PRECONSTRUCTION CONFERENCE

A. District will schedule and conduct the Preconstruction Conference at a time and place to be determined.

B. Contractor and all major subcontractors shall attend the Preconstruction Conference. This includes, but is not limited to, the following:

1. Demolition Subcontractor
2. Structural Steel Subcontractor
3. Mechanical Subcontractor
4. Electrical Subcontractor
5. Plumbing Subcontractor
6. Hazardous Material Abatement Subcontractor

C. Meeting agenda will include, but is not limited to, discussion of the following items:

1. Schedules
2. Personnel and vehicle permit procedures
3. Use of premises
4. Location of Contractor's on-Site facilities
5. Security
6. Housekeeping
7. Submittal and RFI procedures
8. Inspection and testing procedures, on-Site and off-Site
9. Utility shutdown procedures
10. Control and reference point survey procedures
11. Injury and Illness Prevention Program
12. Initial Schedule
13. Schedule of Values
14. Schedule of Submittals
15. Project Directory
16. Emergency Contact List

1.5 SCHEDULE OF VALUES and initial schedule MEETING

A. Contractor shall meet with District and Architect within 10 days of submittal of the initial Schedule of Values and Initial CPM Schedule to review and evaluate the Schedule of Values and the Initial CPM Schedule.

1.6 SHOP DRAWINGS & SUBMITTALS SCHEDULE MEETING

A. Contractor shall meet with District and Architect within 10 days of submittal of the draft Shop Drawings and Submittals Schedule to review and evaluate the Shop Drawings and Submittals Schedule.

1.7 WEEKLY PROGRESS MEETINGS

A. Weekly Progress Meetings will be scheduled throughout duration of Work and all phases of the project at a time acceptable to the District. Progress meetings will be held weekly, unless otherwise directed by District.

1. Meetings shall be held at Project Manager's on-site office trailer unless otherwise directed by the District.
2. The District Representative will record meeting notes of the Weekly Progress Meeting. Within 3 working Days after the meeting, the District Representative will distribute minutes to District via e-mail, and to those affected by decisions made at the meeting. Attendees can either submit comments or additions to the minutes within 3 working days. The minutes will constitute a final documentation of the results of meeting.

B. Progress meetings shall be attended by the Contractor's project manager, project engineer, and job superintendent, District Representative, Architect and Engineers, the Inspector of Record, and others as appropriate to agenda topics for each meeting.

C. Agenda: The previous week meeting minutes will be used as the agenda for the subsequent meeting, with new business discuss for each agenda item.

1.8 BILLING MEETINGS

A. See Section 01 29 00, Payment Procedures.

1.9 SPECIAL MEETINGS

A. Contractor or District may call special meetings by notifying the desired participants. Notify District no less than 5 workdays in advance, and provide the reason for the meeting. Special meetings may be held without advance notice in emergency situations.

B. At any time during the progress of Work, District shall have authority to require Contractor to attend a meeting with any or all of the Subcontractors engaged in the Work or in other work, and notice of such meeting shall be duly observed and complied with by Contractor.

C. Contractor shall schedule and conduct his own periodic coordination meetings as necessary to discharge coordination responsibilities.

D. Contractor shall give District five workday's written notice of his coordination meetings. Contractors shall maintain and distribute minutes of coordination meetings to District. Attendees shall have three workdays to submit comments or additions to minutes. Minutes will constitute final documentation of results of coordination meetings.

1.10 GUARANTEES/WARRANTIES, BONDS, AND SERVICE & MAINTENANCE CONTRACTS REVIEW MEETING

A. Ten Months following date of final acceptance/completion, Contractor to hold a meeting to review guarantees/warranties, bonds, and service maintenance contracts for materials and equipment. Implement repair or replacement of defective items, and extend service and maintenance contracts, as desired by District.

B. Attending shall be:

1. District Representatives
2. Architect and Architect's consultants, as appropriate
3. CCC-Buildings & Grounds Representatives
4. Contractor
5. Subcontractors, as appropriate
6. Others, as appropriate

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION 01 31 19

SECTION 01 31 40

ADMINISTRATIVE FORMS & LOGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 29 00 – "Payment Procedures"

B. Section 01 32 13 – "Scheduling of Work"

C. Section 01 31 00 – "Project Management and Coordination"

D. Section 01 33 00 – "Submittal Procedures"

E. Section 01 62 00 - "Product Options"

F. Section 01 78 39 – "Project Record Documents"

G. Divisions 2 through 33 Sections for Administrative Forms & Logs requirements for the Work in those Sections.

1.3 SUMMARY

A. This section specifies the information and format requirements for administrative forms and logs.

1.4 ADMINISTRATIVE FORMS & LOGS

A. Administrative forms and logs include, but are not limited to, the following:

1. Transmittal Form
2. Submittal Transmittal Form
3. Request for Information Form.
4. Substitution Request Form.
5. 3-Week Projected Construction Schedule Form
6. 3-Week Testing & Inspection Schedule Form
7. Proposed Change Order Form.
8. Change Order Form.
9. Request for Information Log Form.
10. Submittal Log Form
11. Proposed Change Order Log Form.
12. Change Order Log Form.
13. Contractor's Proposal for Contract Modification Form* (includes sample numbers to demonstrate calculations only)

14. Contractor Production Report

B. Forms generated by project management software may be substituted if substitution forms contain essentially the same information as shown in these Contract Documents. Allowance for the use of substitute forms is at the sole discretion of the District, and shall be requested and approved before use of the substitute form. Forms marked with an asterisk (*) may NOT be substituted under any condition.

C. Microsoft Excel files of these forms are available for Contractor use from the District.

1.5 FORMS INCORPORATED BY REFERENCE

A. Forms available from the California Department of General Services, Division of the State Architect (DSA), http://www.dgs.ca.gov/dsa/Forms.aspx, related to administration, construction, testing, and inspection of public works school facilities are hereby incorporated by reference into these Contract Documents.

1.6 CONTRACTOR RESPONSIBILITES

A. Nothing in this Section 01 31 40 including, but not limited to the above forms and log forms, shall be construed to limit, relieve, or release Contractor from liability to District for any damages sustained as a result of inaccurate or incorrect information supplied by the Contractor.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01 31 40

SECTION 01 31 80

DOCUMENT MANAGEMENT SYSTEM

PART 1 GENERAL

1.1 DESCRIPTION

1.1.1 This Section is in addition to the requirements in the Contract General Conditions and General Specifications.

1.1.2 The District does not have a web-based system to aid in document control.

1.1.3 The Contractor shall provide a Document Management System such as EDOCS for this project.

1.1.4 The Document Management System should be a web-based system to aid in the document control, management and communications between the District, Architect, and Contractor. Therefore, the District and Contractor shall utilize ***a mutually acceptable system provided by the Contractor*** for electronic submittal of all data and documents (unless otherwise specified or allowed by the District) throughout the duration of the Contract. The Document Management System shall be made available to the Architect and District and all associated employees of the Architect and District that are authorized to participate in the management of the project documents. This includes the DSA IOR, contracted Project Management Personnel by the District. The joint use of this system is to facilitate: electronic exchange of information, automation of key processes, and overall management of the Contract. ***The Document Management System*** shall be the primary means of project information submission and management. When required by the District elsewhere in these Specifications, paper documents will also be provided. In the event of discrepancy between the electronic version and paper documents, the paper documents will govern.

1.1.5 Preconstruction Meeting/Contractor Information: At the Preconstruction Meeting, the District and Architect shall provide to the Contractor the email addresses of all personnel that will be using the ***Document Management System -***web based system.

1.2 USER ACCESS LIMITATIONS

The Contractor will control the District's and Architect's access to ***The Document Management System*** by allowing access and assigning user profiles to accepted Contractor personnel. User profiles will define levels of access into the system; determine assigned function-based authorizations (determines what can be seen) and user privileges (determines what they can do).

1.3 AUTOMATED SYSTEM NOTIFICATION AND AUDIT LOG TRACKING

Review comments made (or lack thereof) by the District on Contractor submitted documentation shall not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for managing, tracking, and documenting the Work to comply with the requirements of the Contract Documents. District acceptance via automated system notifications or audit logs extends only to the face value of the submitted documentation and does not constitute validation of the Contractor's submitted information.

1.4 SUBMITTALS

See Section 01 33 00, Submittal Procedures for general submittal requirements.

1.5 COMPUTER REQUIREMENTS

The Architect and District shall use computer hardware and software that meets the requirements of the ***Document Management System*** as recommended by ***Document Management System*** to access and utilize ***Document Management System***. As recommendations are modified by ***Document Management System***, the Architect and District will upgrade their system(s) to meet the recommendations or better. Upgrading of the Contractor's computer systems will not be justification for a cost or time modification to the Contract. The Architect and District will ensure that connectivity to the ***Document Management System*** (whether at the home office or job site) is accomplished through DSL, cable, T-1 or wireless communications systems. The minimum bandwidth requirements for using the system are 128kb/s. It is recommended the Architect, District, and Contractor use a faster connection when uploading pictures and files into the system.

1.6 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible for the validity of their information placed in ***Document Management System*** and for the abilities of their personnel. Accepted users shall be knowledgeable in the use of computers, including Internet Browsers, email programs, cad drawing applications, and Adobe Portable Document Format (PDF) document distribution program. The Contractor shall utilize the existing forms in ***Document Management System*** to the maximum extent possible. If a form does not exist in ***Document Management System***, the Contractor must include a form of their own, or use the forms provided **or required** by the District. Adobe PDF documents will be created through electronic conversion rather than optically scanned whenever possible. The Contractor is responsible for the training of their personnel in the use of ***Document Management System*** (outside what is provided by the District), and the other programs indicated above as needed.

1.6.1 User Access Administration: Contractor is responsible for adding and removing users from the system as it pertains to their personnel or the personnel of their subcontractors and/or suppliers. The District reserves the right to perform a security check on all potential users. The Architect and District will be allowed to add additional personnel and subconsultants to ***Document Management System.***

1.7 CONNECTIVITY PROBLEMS

Document Management System is a web-based environment; therefore, subject to the inherent speed and connectivity problems of the Internet. The Contractor is responsible for its own connectivity to the Internet. ***Document Management System*** response time is dependent on the Contractor's equipment, including processor speed, Internet access speed, etc., and current traffic on the Internet. The District is not liable for any delays associated from the usage of ***Document Management System*** including, but not limited to: slow response time, down time periods, connectivity problems, or loss of information. The Contractor will ensure that connectivity to the ***Document Management System*** (whether at the home office or job site) is accomplished through DSL, cable, T-1 or wireless communications systems. The Contractor's minimum bandwidth requirements for using the system are 128kb/s. It is recommended a faster connection be used when uploading pictures and files into the system.

1.8 *EADOC* TRAINING AND SUPPORT

1.8.1 ***Document Management System*** Training: The Contractor shall arrange for the following training that will be provided to the Architect and District at no additional cost to the District: Project Team Training, which includes three, 3-hour sessions on line. All Contractort provided ***Document Management System*** training for the Architect or District will occur between the Notice of Award and the Notice to Proceed.

PART 2 PRODUCTS

2.1 Description

One suggested system for the Document Management System project management application Is an EADOC software provide by: www.***EADOC***software.com

PART 3 EXECUTION

3.1 DOCUMENT MANAGEMENT SYSTEM UTILIZATION

Document Management System will be used for, but not limited to, all of the following documents. At the direction of the District, the Contractor may be required to post other documents that are not listed below over the course of the Project.

1. Submittals/Shop Drawings/Samples (by Contractor; response by District)
2. Submittal substitution requests (by Contractor; response by District)
3. Requests for Information (by Contractor; response by District)
4. Non-Compliance Reports (by District; response by Contractor)
5. Schedules (by Contractor; response by District)
6. Project Photographs (by Contractor)
7. Posting Weekly Project Meeting Minutes (by District)
8. Change Order Request (by Contractor; response by District)
9. Field Instructions (by District; response by Contractor)
10. Payment Requests (by Contractor; response by District)
11. Daily Reports (by Contractor)
12. Inspection and Special Inspection & Testing Requests (by Contractor)
13. Punch lists (By Contractor)
14. Architectural Supplemental Instructions (by District)
15. Memos (General and notices to District or Contractor)
16. Conformed Drawings and Specifications (Contract Documents may be posted by the District)

3.2. Additional Information Regarding Submittals, Shop Drawings, Samples, Etc.

All submittals, shop drawings, samples, etc. shall be submitted as PDF attachments to the ***Document Management System*** submittal work flow process and form. See Section 01330 for specific submittal requirements, including paper submittals and copies.

3.2.1 Shop Drawings: Contractor shop drawing and design data documents shall be submitted as PDF attachments (in addition to the hard copies requested) to the ***Document Management System*** submittal work flow process and form. Examples of shop drawings include, but are not limited to:

a. Standard manufacturer installation drawings.
b. Drawings prepared to illustrate portions of the work designed or developed by the Contractor.
c. Steel fabrication, piece, and erection drawings.

3.2.2 Product Data: Product catalog data and manufacturer's instructions shall be submitted as PDF attachments (in addition to the hard copies requested) to the ***Document Management System*** submittal work flow process and form. Examples of product data include, but are not limited to:

a. Manufacturer's printed literature.
d. Preprinted product specification data and installation instructions.

3.2.3 Samples: Sample submittals shall be physically submitted as specified in Section 01 33 00. Contractor shall enter submittal data information into ***Document Management System*** with a copy of the submittal form(s) attached to the sample. Examples of samples include, but are not limited to:

a. Product finishes and color selection samples.
b. Product finishes and color verification samples.
c. Finish/color boards.
d. Physical samples of materials.

3.2.4 Administrative Submittals: All correspondence and pre-construction submittals shall be submitted using ***Document Management System***. Examples of administrative submittals include, but are not limited to:

a. Digging permits and notices for excavation.
b. SWPPP reports.
c. List of product substitutions
d. List of contact personnel.
e. Notices for roadway interruption, work outside regular hours, and utility cutovers.
f. Schedules and associated reports and updates. Each schedule submittal specified in Specification Section 01320 shall be submitted as a native backed-up file (.PRX or .STX) of the scheduling program being used. The schedule will also be posted as a PDF file in the format specified in Specification Section 01320.
g. Plans for safety, demolition, environmental protection, and similar activities.
h. Quality Control Plan(s), Testing Plan and Log, Quality Control Reports, Production Reports, Quality Control Specialist Reports, Preparatory Phase Checklist, Initial Phase Checklist, Field Test reports, Summary reports, Rework Items List, etc.
i. Meeting minutes for quality control meetings, progress meetings, pre-installation meetings, etc.
j. Any general correspondence submitted.

3.2.5 Compliance Submittals: Test reports, certificates, and manufacturer field report submittals shall be submitted on ***Document Management System*** as PDF attachments. Examples of compliance submittals include, but are not limited to:

a. Field test reports.
b. Quality Control certifications.
c. Manufacturer's documentation and certifications for quality of products and materials provided.

3.2.6 Record and Closeout Submittals

Operation and maintenance data and closeout submittals shall be submitted on ***Document Management System*** as PDF documents during the approval and review stage as specified, with actual set of documents submitted for final. Examples of record submittals include, but are not limited to:

a. Operation and Maintenance Manuals: Final documents shall be submitted as specified.
b. As-Built Drawings: Final documents shall be submitted as PDF and hard copy.
c. Extra Materials, Spare Stock, etc.: Submittal forms shall indicate when actual materials are submitted.

3.2.7 Financial Submittals: Schedule of Values, Progress Payment Requests and Change Order Requests shall be submitted on ***Document Management System.*** Supporting material for Pay Requests and Change Order Requests shall be submitted on ***Document Management System*** as PDF attachments. Examples of compliance submittals include, but are not limited to:

a. Contractor's Schedule of Values
b. Contractors Monthly Progress Payment Requests
c. Contractor Change Order Requests requested by the District.

3.3.0 District Prepared Logs

3.3.1 The District willl prepare the following logs that will be distributed at the weekly progress meetings: Open Request for Information Log; Open Submittal and Re-Submittal Log; Open Field Instruction Log; Open Notice of Non-Compliance Log. No other versions of these logs will be distributed, or used during the weekly meetings, or posted with the meeting minutes. However, the Contractor can provide comments as described in Section 01 31 19, Project Meetings.

END OF SECTION 01 31 80

SECTION 01 32 13
SCHEDULING OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 29 00 – "Payment Procedures"

C. Section 01 31 19 – "Project Meetings"

D. Section 01 33 00 – "Submittal Procedures"

E. Section 01 61 00 – "Common Product Requirements"

F. Section 01 77 00 – "Closeout Procedures"

G. Divisions 2 through 33 Sections for Construction Scheduling requirements for the work in those Sections.

1.3 SUMMARY

A. This Section describes the requirements for Project construction schedules and reports.

B. Development of schedules, cost loading of the schedule, and schedule updates, monthly payment requests, and project status reporting requirements of the Contract shall employ computerized Critical Path Method (CPM) scheduling utilizing Microsoft Project.

C. All CPM schedules shall be cost loaded based on the Master Schedule of Values, as approved by District.

D. Contractor shall provide one (1) Microsoft Project licenses to be used by the on-site District Representative for the duration of the project.

1.4 FAILURE TO MEET SCHEDULING REQUIREMENTS

A. Failure of the Contractor to provide proper schedules as required by this Section is a material breach of the contract and grounds for termination pursuant to the General Conditions. The District, at its sole discretion, may choose, instead, to withhold, in whole or in part, any progress payments or retention amounts otherwise payable to the Contractor.

1.5 SCHEDULER'S QUALIFICATIONS

A. Contractor shall utilize experienced scheduling personnel qualified to use Microsoft Project, current version scheduling software, or alternate software if approved by the District. Experience level required is set forth below. Contractor may employ such personnel directly or may employ a consultant for this purpose.

B. Within five (5) days after bid opening, the apparent successful low bidder shall provide to District and Architect a written verification either that Contractor has the required personnel under its employ or that Contractor will employ a CPM scheduling consultant. This written verification shall include:

1. Name of the individual who will perform all required CPM scheduling tasks during the entire Project.
2. Resume of the individual, to include description of similar, recent construction projects on which the individual has successfully created and updated computerized CPM schedules. Experience must include at least two projects of similar nature, scope and value not less than three-fourths the Contract Price of this Project.
3. Contact persons for all referenced projects with current telephone and address information.

C. District reserves right to accept or reject Contractor's scheduler, and right to reject them at any time.

D. District also reserves right to refuse replacement of Contractor's scheduler if it believes such replacement will negatively affect the Project.

1.6 CONSTRUCTION SCHEDULES, GENERAL

A. Upon Notice to Proceed, Contractor shall immediately commence development of initial and BASELINE CPM Schedules. Reference to Project Schedule shall pertain to the initial CPM schedule, BASELINE CPM schedule or an update of the BASELINE CPM Schedule as appropriate during the time period it is in affect during construction. When reference is made in the Contract Documents to a BASELINE CPM SCHEDULE, shall have the same meaning as an update to the BASELINE CPM SCHEDULE.

B. All construction schedules shall be based on and incorporate all milestones and completion dates specified in the Contract Documents. See also Sections 01 11 00, Summary of Work. Show in the schedule the sequence in which the Contractor proposes to perform the Work and dates on which the Contractor contemplates starting and completing all schedule activities. The scheduling of the entire project is required. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the Project shall also contribute in developing and maintaining an accurate Project Schedule. Provide a Project Schedule that is a forward planning as well as a project monitoring tool.

C. Use the approved Project Schedule to measure the progress of the Work and to aid in evaluating time extensions.

D. Make the master BASELINE CPM SCHEDULE cost loaded and resource loaded.

E. The schedule will provide the basis for all progress payments. If the Contractor fails to submit any schedule within the time prescribed, the District may withhold approval of progress payments until the Contractor submits the required schedule.

F. Provide a Schedule Status Report on at least a monthly basis. If, in the opinion of the District, the Contractor falls behind the approved schedule, the Contractor shall take all steps necessary to improve its progress including those that may be required by the Architect or Project Manager, without additional cost to the District. In this circumstance, the District may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules as the District deems necessary to demonstrate how the approved rate of progress will be regained.

G. Failure of the Contractor to comply with the requirements of the District shall be grounds for a determination that the Contractor is not prosecuting the Work with sufficient diligence to ensure completion within the time specified in the Contract Documents. Upon making this determination, the District may terminate the Contractor's right to proceed with the Work, or any separable part of it, in accordance with the default terms of the Contract.

H. NOT USED

I. No Project Schedule shall exceed time limits set forth in the Contract Documents. Failure to submit a schedule, or submittal of a Project Schedule which shows completion of the Work beyond the specified completion date shall be deemed a material breach by the Contractor.

J. All Project Schedules must indicate the beginning and completion of all Work and shall use the “Critical path Method” for the value reporting, planning and scheduling of all Work required under the Contract Documents.

K. Overall time of completion between the Notice to Proceed and Substantial Completion to Final Completion shown on any Project Schedule shall adhere to completion times as stated in the Construction Agreement, unless an earlier (advanced) time of completion is requested by Contractor and agreed to by District. Any such agreement shall be formalized by a Change Order.

1. District is not required to accept an advanced schedule, i.e., one that shows early completion dates for the Work or any Phase of the Work.

2. In the event agreement is reached between Contractor and District on an advanced schedule, Contractor shall not be entitled to extra compensation if Contractor completes its Work, for whatever reason (excepting approved changes with added time components) beyond completion date(s) shown in any approved advanced schedule but within the originally specified completion dates.

3. Contractor shall not submit a schedule showing early completion without indicating float time through the date set for Project completion by District.

4. Contractor’s schedule shall account for all days past early completion as float which belongs to the Project. Usage of float shall not entitle Contractor to any delay claim or damages due to delay.

L. Float Ownership: Neither the District nor the Contractor owns float. The Project owns the float. As such, liability for delay of the Substantial Completion Date(s) rests with the party whose actions, last in time, actually cause delay to the Substantial Completion Date(s).

1. For example, if Party A uses some, but not all of the float and Party B later uses remainder of the float as well as additional time beyond the float, Party B shall be liable for the time that represents a delay to the Substantial Completion Date.
2. Party A would not be responsible for the time since it did not consume the entire float and additional float remained; therefore, the Substantial Completion Date was unaffected.

M. The District may disapprove of any construction schedule or require modification to it if, in the opinion of the Architect or District, adherence to the construction schedule will not cause the Work to be completed in accordance with the Agreement.

N. Use Microsoft Project compatible with Windows operating system for creation and updates of all required construction schedules. Contractor shall provide digital schedule files to District on flash drive at times requested by District.

O. Transmit construction schedule files under form approved by District.

1.7 SCHEDULE FORMAT AND LEVEL OF DETAIL

A. All Work activity durations shall be in Workdays.

B. The Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests associated with the changes.

C. Responsibility for developing all Schedules and monitoring actual progress rests with Contractor. Schedules shall comply with following requirements:

1. All Contractor, Subcontractor and assigned Contractor work shall be shown in a logical work sequence that demonstrates a coordinated plan of work for all contractors. The intent is to provide a common basis of acceptance, understanding and communication, as well as interface with other contractors.
2. Activities related to the delivery of Contractor and District-furnished equipment to be Contractor installed per Contract shall be shown.
   a. District-furnished District Installed materials and equipment, if any, shall be identified as separate activities.
3. Show District and other agency activities that could impact progress. These activities include, but are not limited to: approvals, submittal reviews, environmental permit approvals by State regulators, inspections, utility tie-in, Owner Furnished Equipment (OFE) and Notice to Proceed (NTP) for Phasing requirements.
4. All activities shall be identified through codes or other identification to indicate the phase of Work and Contractor/Subcontractor responsibility to which they pertain.
5. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in days, float, predecessor and successor activities, planned workday/week for the activity, and scheduled/actual progress payments.
6. Reasonable activity durations are those that allow the progress of ongoing activities to be accurately determined between update periods. Less than 2 percent of all non-procurement activities shall have durations greater than 20 work days or 30 calendar days unless otherwise approved by District and Architect. Procurement activities are defined herein.
   a. Procurement Activities

i) The schedule must include activities associated with the submittal, approval, procurement, fabrication and delivery of long lead materials, equipment, fabricated assemblies and supplies. Long lead procurement activities are those with an anticipated procurement sequence of over 45 calendar days. A typical procurement sequence includes the string of activities: submit, approve, procure, fabricate, and deliver. Procurement of all contract required material and equipment shall be identified as a separate activity.

ii) These activities shall not be cost loaded unless previously approved, at the District's sole discretion, by the District.

b. Include time for fabrication and delivery of manufactured products for the Work.

c. Show dependencies between procurement and related construction activity.

7. Activity durations shall be total number of actual work days required to perform that activity.

8. Provide activity coding to enable sorting by responsibility, location, phase of Work, Work Restriction, and CSI division. Assign activity codes to any activity or sequence of activities added to the Project Schedule as a result of a Change Orders, when approved by the District with a Change Order code. Integrate the code values to the Contractor's numbering system. An activity shall not have more than one Change Order code.

9. The start and completion dates of all items of Work, Work Phases, their major components, and milestone completion dates shall be included.

10. Mandatory Tasks. The following tasks must be included and properly scheduled. Items noted with "SOV item upon Approval only" shall include an amount in the cost loaded schedule and in the SOV:

a. Submission of mechanical/electrical/information systems (BIM) layout drawings.

Submission, review and acceptance of DSA deferred approval packages. (SOV item upon Approval only)

b. Submission and approval of O & M manuals. (SOV item upon Approval only)

c. Submission and approval of as-built drawings. (SOV item upon Approval only)

d. Submission and approval of installed equipment lists. (SOV item upon Approval only)

e. Submission and approval of testing and air balance (TAB) if applicable. (SOV item upon Approval only)

f. Submission of TAB specialist design review report if applicable.

g. Submission and approval of fire protection specialist if applicable.

h. Submission and approval of testing and balancing of HVAC plus commissioning plans and data if applicable.

i. Air and water balancing if applicable.

j. HVAC commissioning if applicable.

k. Controls testing plan submission if applicable.

l. Controls testing if applicable.

m. Performance Verification testing if applicable. (SOV item upon Approval only)

n. Other systems testing, if required.

o. Contractor's pre-final inspection.

p. Correction of punch list from Contractor's pre-final inspection. (SOV item upon Approval only)

q. District's pre-final inspection.

r. Correction of punch list from District's pre-final inspection. (SOV item upon Approval only)

s. Final inspection.

t. Allowances for normal weather and Campus non-work days

11. Dependencies (or relationships) between activities shall be shown.

12. Complete all activity descriptions, including what Work is to be accomplished, where, and when.

13. Include anticipated non-Workdays, such as weekends, holidays, and/or other observances in the Schedule.

14. Provide activity coding to enable sorting by responsibility, location, phase of Work, Work Restriction, and CSI division. Assign activity codes to any activity or sequence of activities added to the Project Schedule as a result of a Change Orders, when approved by the District with a Change Order code. Integrate the code values to the Contractor's numbering system. An activity shall not have more than one Change Order code.

15. The start and completion dates of all items of Work, Work Phases, their major components, and milestone completion dates shall be included.

16. Contractor's Shop Drawing and Samples Submittal Schedule: As part of the BASELINE CPM SCHEDULE submittal, the Contractor shall prepare a separate schedule for review and approval by the Architect and the District, detailing the processing and approval of submittals and shop drawings for all Contract-required material and equipment. This schedule shall be extracted from the BASELINE CPM SCHEDULE. Activities that are dependent on submittal acceptance or material delivery shall not be scheduled to start earlier than expected acceptance or delivery dates.

    a. Include time for submittals, resubmittals, and reviews by District and DSA. Coordinate with accepted Project Schedule for submission of shop drawings, samples and other submittals.

    b. Contractor shall be responsible for all impacts resulting from resubmittal of either shop drawings or any other required submittal.

17. Complete all activity descriptions, including what Work is to be accomplished, where, and when.

18. The costs associated with each Work activity shall be the total of labor, material, equipment, including overhead and profit of Contractor. The sum of the costs for all activities shall equal the total Contract value.

19. Include an identify code for each activity corresponding to either the Contractor or Subcontractor responsible for performing the Work.

20. Identify the Work activities that constitute the critical path. No more than twenty-five (25%) of the activities shall be critical or near critical. Near critical is defined as float in the range of one (1) to seven (7) calendar days.
21. Include at least twenty (20) workdays for the combined durations of all activities related to developing punch list(s), completion of punch list items and final clean-up for the Work or any designated portion thereof. No other activities shall be scheduled during this period. Refer to Section 01 77 00, Closeout Procedures for specific activities required.
22. Show detailed Subcontractor Work activities. In addition, furnish copies of Subcontractor schedules upon which BASELINE CPM SCHEDULE was built.
    a. Also furnish for each Subcontractor, as determined by District, submitted on Subcontractor letterhead a statement certifying that Subcontractor concurs with Contractor's BASELINE CPM SCHEDULE, and that Subcontractor's related schedules have been incorporated.
    b. Subcontractor schedules shall be independently derived and not a copy or subset of the Contractor's BASELINE CPM SCHEDULE.
    c. Furnish schedule for Contractor/Subcontractor CPM schedule meetings which shall be held prior to submission of BASELINE CPM SCHEDULE to District. District shall be permitted to attend scheduled meetings as an observer.
23. Submit a list of anticipated non-Workdays, such as weekends, holidays, and/or other observances.

D. Seasonal weather conditions (which do not constitute a delay as defined herein) shall be considered in the planning and scheduling of all work influenced by high or low ambient temperatures or presence of high moisture for the completion of the Work within the allotted Contract Time.

E. Failure by Contractor to include any element of Work required for performance of the Work on any Project schedule shall not excuse Contractor from completing all Work required within the Contract Time.

F. Contractor shall schedule all deferred approval items and shop drawings in its schedules if appropriate. If Contractor fails to include deferred approval items and shop drawings in its schedule which results in a critical path delay, then Contractor shall be subject to the assessment of liquidated damages.

G. CPM Logic Requirements
    1. The Project Schedule interval shall extend from NTP date to the required Contract Substantial and Final Completion dates. The Contract completion activity (End Project) shall finish based on the required contract duration in the Contract Documents, as adjusted for any approved contract time extensions. The first scheduled work period shall be the day after NTP is acknowledged by the Contractor. Schedule activities on a calendar to which the activity logically belongs. Activities may be assigned to a 7-day calendar when the contract assigns calendar day durations for the activity such as a District acceptance activity if the Contract Documents specify Calendar Days. If the Contractor intends to perform physical work less than seven days per week, schedule the associated activities on a calendar with non-work periods identified including weekends and holidays. Assign the Category of Work Code – Weather Sensitive Installation to those activities that are

weather sensitive. Original durations must account for anticipated normal adverse weather. The District will interpret all work periods not identified as nonwork periods on each calendar as meaning the Contractor intends to perform work during those periods.

2. The Project Schedule shall start no earlier than the date on which the NTP was acknowledged. Include as the first activity in the Project Schedule an activity called "Start Project"(or NTP). The "Start Project" activity shall have an "ES" constraint date equal to the date that the NTP was acknowledged, and a zero-day duration
3. Project Schedule Constraints and Open-Ended Logic Constrain completion of the last activity in the Project schedule by the Contract Final Completion date. Schedule calculations shall result in a negative float when the calculated early finish date of the last activity is later than the Contract Final Completion date. Include as the last activity in the Project Schedule an activity called "End Project". The "End Project" activity shall have an "LF" constraint date equal to the Contract Final Completion date for the Project, with a zero-day duration, or shall achieve the same result by using the "project must finish on" date in the scheduling software. The Project Schedule shall have no constrained dates other than those specified in the Contract. The use of artificial float constraints such as "zero fee float" or "zero total float" are prohibited unless the Contractor specifically requests preapproval and receives District approval of this constraint on an activity specific level. There shall only be 2 open ended activities: Start Project (or NTP) with no predecessor logic and End Project with no successor logic.
4. In the event the Initial CPM schedule or BASELINE CPM SCHEDULE calculates an early completion date of the last activity prior to the Contract Final Completion date, the Contractor shall identify those activities that it intends to accelerate and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. The last activity shall have a late finish constraint equal to the Contract Final Completion date and the schedule will calculate positive float. The District will not approve an early completion Project Schedule with zero float on the longest path. The District is under no obligation to accelerate activities for which it is responsible to support a proposed early contract completion.
5. Interim Completion Dates. Constrain contractually specified interim completion dates to show negative float when the calculated early finish date of the last activity in that phase is later than the specified interim completion date.
6. Start Phase. Include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. The "Start Phase X" activity shall have an "ES" constraint date equal to the date on which the NTP was acknowledged, and zero-day duration.
7. End Phase. Include as the last activity for a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have an "LF" Constraint date equal to the specified completion date for that phase and a zero-day duration.
8. Phase "X" Hammock. Include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" hammock activity shall be logically tied to the earliest and latest activities in the phase.

9. Default Progress Data Disallowed. Do not automatically update Actual Start and Finish dates with default mechanisms that may be included in the scheduling software. Activity Actual Start (AS) and Actual Finish (AF) dates assigned during the updating process shall match those dates provided from Daily Reports. Failure of the Contractor to document the AS and AF dates on the Daily Report for every in-progress or completed activity, and failure to ensure that the data contained on the Daily Reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's updated BASELINE CPM SCHEDULE and the inability of the District to evaluate Contractor progress for payment purposes. Updating of the percent complete and the remaining duration of any activity shall be independent functions. Disable program features which calculate one of these parameters from the other.
10. Other Logic Requirements:
    a. Activities that have progressed before all preceding logic has been satisfied (Out-of-Sequence Progress) will be allowed only on a case-by-case basis subject to approval by the District. Propose logic corrections to eliminate all out of sequence progress or justify not changing the sequencing for approval prior to submitting an updated Project Schedule. Correct out of sequence progress that continues for more than two update cycles by logic revision, as approved by the District.
    b. Lag durations contained in the project schedule shall not have a negative value. Do not use Start to Finish (SF) relationships.
    c. Project Schedule calculations shall retain the logic between predecessors and successors even when the successor activity starts and the predecessor activity has not finished. Software features that in effect sever the tie between predecessor and successor activities when the successor has started and the predecessor logic is not satisfied ("progress override") will not be allowed.
11. Milestones. The Project Schedules must include milestone activities for each significant project event including but not limited to: All phases, foundation/substructure construction complete; superstructure construction complete; building dry-in or enclosure complete to allow the initiation of finish activities; permanent power complete; and building systems commissioning complete (for each applicable phase of Work).

1.8 INITIAL CRITICAL PATH METHOD (CPM) SCHEDULE

A. Within ten (10) calendar days following Notice to Proceed, Contractor shall submit an Initial CPM Schedule along with an Initial Schedule of Values for District’s approval.

B. Within ten (10) calendar days following Notice to Proceed, Contractor shall submit a cost curve based on the Initial CPM Schedule and the Initial Schedule of Values, showing the cumulative estimated payments for all of the Work for the entire period of performance;

C. District and Contractor shall meet to review and discuss the Initial CPM Schedule within five (5) working days after it has been submitted to District.
    1. District's review and comment on the Initial CPM schedule shall be limited to conformance with the Contract Documents (with Work phasing, sequencing, coordination, milestone

requirements, and specified formatting and information requirements) and accepted CPM principals.

2. Contractor shall make corrections to the Initial CPM Schedule as necessary to comply with Contract requirements and shall adjust the schedule to incorporate any missing information as requested by District. Contractor shall resubmit the Initial CPM Schedule if requested by District.

D. Initial CPM Schedule must indicate detailed plan for the Work to be completed during the first sixty (60) days of the Contract, including details of planned mobilization of plant and equipment, the sequence of early operations, and the procurement of materials and equipment. Show Work beyond ninety (90) calendar days in summary form through the Contract Substantial and Final Completion dates.

E. Initial CPM Schedule shall be time-scaled.

F. The accepted Schedule of Values will be used as basis for initial payments until acceptance of the BASELINE CPM SCHEDULE by District. Use of the Initial Schedule of Values for progress payments shall not exceed sixty (60) calendar days.

H. If, during the first thirty (30) days after Notice-to-Proceed, the Contractor is of the opinion that any of the Work included on its Initial CPM Schedule has been impacted, the Contractor shall submit to District a written Time Impact Evaluation (TIE) in accordance with the requirement of this Section. The TIE shall be based on the most current update of the initial CPM Schedule.

1.9 BASELINE CPM SCHEDULE

A. Within fifteen (15) calendar days from approval of the Initial CPM Schedule, Contractor shall submit on P6 XER files a detailed BASELINE CPM SCHEDULE, including cost loading, presenting an orderly and realistic plan for completion of the Work, in conformance with requirements specified herein.

B. Failure of the BASELINE CPM SCHEDULE to include any element of the Work or any inaccuracy in the BASELINE CPM SCHEDULE will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract.

C. District’s acceptance of the BASELINE CPM SCHEDULE shall be for its use in monitoring and evaluating job progress, payment requests, and time extension requests, and shall not, in any manner, impose a duty of care upon District, or act to relieve Contractor of its responsibility for means and methods of construction.

D. Contractor shall, within 10 calendar days from the Submittal of the BASELINE CPM SCHEDULE, shall meet with District to review the BASELINE CPM SCHEDULE submittal.

1. Contractor shall have its Construction Manager, Project Superintendent, Project Scheduler, and key Subcontractor representatives, as required by District, in attendance. The meeting will take place over a continuous one-day period.

2. District’s review will be limited to submittal's conformance to Contract requirements. Review may also include:

a. Critical path method principles and tenets utilized

b. Clarifications of Contract Requirements

c. Directions to include activities and information missing from the submittal

d. Requests to Contractor to clarify its schedule

3. Within five (5) days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by District at the Meeting.

1.10 ADJUSTMENTS TO THE BASELINE CPM SCHEDULE

A. Contractor shall revise the r BASELINE CPM SCHEDULE submittal to address all review comments from the review meeting described above, and resubmit the BASELINE CPM SCHEDULE for District review and approval.

1. District, within ten (10) days from date that Contractor submitted the revised BASELINE CPM SCHEDULE, will either:

a. Accept the BASELINE CPM SCHEDULE as submitted, or

b. Advise Contractor in writing to review any part or parts of the BASELINE CPM SCHEDULE which either do not meet Contract requirements, or are unsatisfactory for District to purposes of monitoring Project progress, resources, and status, or to evaluate monthly payment request by Contractor.

2. District may accept the BASELINE CPM SCHEDULE with conditions that the first monthly update of the BASELINE CPM SCHEDULE will be revised to correct identified deficiencies.

3. When the BASELINE CPM Schedule is accepted, it shall be considered the BASELINE CPM SCHEDULE, which will then be immediately updated to reflect the current status of the work.

4. District reserves right to require Contractor to adjust, add to, or clarify any portion of BASELINE CPM Schedule which may later be discovered to be insufficient for monitoring the Work or approving payment requests. No additional compensation will be due to the Contractor for any such adjustments, additions, or clarifications.

B. Acceptance of Contractor's BASELINE CPM SCHEDULE by District will be based upon schedule's compliance with Contract requirements and accepted CPM principles.

1. In assigning activity durations and proposing Work sequences, Contractor agrees to utilize sufficient and necessary management and other resources to perform work in accordance with the approved BASELINE CPM SCHEDULE.

2. Upon submittal and District approval of any BASELINE CPM SCHEDULE Update, such updated schedule shall then be considered the "current" BASELINE CPM SCHEDULE.

3. Submission of Contractor's BASELINE CPM SCHEDULE to District shall not relieve Contractor of total responsibility for scheduling, sequencing, and executing the Work to comply with requirements of Contract Documents, including recovery from adverse effects such as delays resulting from ill-timed work.

C. Submittal of the BASELINE CPM SCHEDULE, and subsequent Updates on P6 XER files shall be understood to be the Contractor's representation that the BASELINE CPM SCHEDULE meets all

requirements of Contract Documents, and that the Work shall be executed in the sequence and within the time indicated on the schedule.

D. Contractor shall distribute the BASELINE CPM SCHEDULE to Subcontractors for review and written acceptance, which shall be noted on Subcontractors' letterhead to Contractor and transmitted to District for the Project record.

1.11 BASELINE CPM SCHEDULE MONTHLY UPDATES

A. Following acceptance of Contractor's BASELINE CPM SCHEDULE, Contractor shall monitor the progress of Work and adjust the BASELINE CPM SCHEDULE each month to reflect actual progress, and to illustrate any anticipated changes to planned activities.

1. Each BASELINE CPM SCHEDULE Update submitted by Contractor on P6 XER flies shall be complete, including all information requested for the original BASELINE CPM SCHEDULE submittal.
2. Each BASELINE CPM SCHEDULE Update submitted by Contractor shall continue to show all work activities including those already completed. Any completed activities shall accurately reflect "as built" information by indicating when Work activities were actually started and completed. Contractor shall warrant the accuracy of as-built information shown on each BASELINE CPM SCHEDULE Update.

B. A meeting will be held within the first week of each month with the District t and Project Inspector to review the BASELINE CPM SCHEDULE Update submittal and progress payment application for the previous month. Conduct periodic schedule update meetings for the purposes of reviewing the Contractor's proposed out of sequence corrections, determining causes for delay, correcting logic, maintaining schedule accuracy and determining earned value. Provide a computer with the scheduling software loaded and a projector during the meeting which allows all meeting participants to view the proposed BASELINE CPM SCHEDULE Update during the meeting. The meeting and resultant approvable BASELINE CPM SCHEDULE Update shall be a condition precedent to a formal submission of the BASELINE CPM SCHEDULE Update and to the submission of an invoice for payment. The meeting will be a working interactive exchange which will allow the District and the Contractor the opportunity to review the BASELINE CPM SCHEDULE Update on a real time and interactive basis. The Contractor's authorized scheduling representative will organize, sort, filter and schedule the update as requested by the District. A rough draft of the proposed activity logic corrections and narrative report shall be provided to the District 48 hours in advance of the meeting.

1. At this monthly meeting, a minimum requirement for review shall be included, but not limited to the following items:
   a. Percent complete of each Work activity
   b. Time impact evaluations for Change Orders and Time Extension Requests, if any
   c. Actual and anticipated Work activity sequence changes
   d. Anticipated Work activity duration changes
   e. Actual and anticipated Contractor delays

2. These meetings are a critical component of overall monthly BASELINE CPM SCHEDULE Update submittal and Contractor shall ensure appropriate personnel attend. At a minimum, Contractor's Project Engineer, General Superintendent, and Scheduler shall attend these meetings.
3. Status of Activities. Update information, including Actual Start Dates (AS), Actual Finish Dates (AF), Remaining Durations (RD), and Percent Complete shall be subject to the approval of the District at to the meeting. As a minimum, address the following items on an activity by activity basis during each progress meeting.

    a. Start and Finish Dates. Accurately show the status of the AS and/or AF dates for each activity currently in-progress or completed since the last update. The District may allow an AF date to be assigned with the percent complete less than 100% to account for the value of work remaining but not restraining successor activities. Only assign AS dates when actual progress occurs on an activity.
    b. Remaining Duration. Update the estimated RD for all incomplete activities independent of Percent Complete. Remaining Durations may exceed the activity original duration (OD) or may exceed the activity's prior update RD if the District considers the current OD or RD to be understated based on current progress, insufficient work crews actually manning the job, unrealistic OD or deficiencies that must be corrected that restrain successor activities.
    c. Percent Complete. Update the percent complete for each activity started, based on the realistic assessment of earned value. Activities which are complete but for remaining minor punch list work, and which do not restrain the initiation of successor activities, may be declared 100 percent complete. To allow for proper schedule management, cost load the correction of punch list from District pre-final inspection activity(ies) for each phase not less than 1 percent of the total value of that phase, which activity(ies) may be declared 100 percent complete upon completion and correction of all punch list work identified during District’s pre-final inspection(s).
    d. Logic Changes. Specifically identify and discuss all logic changes pertaining to NTP on change orders, change orders to be incorporated into the BASELINE CPM SCHEDULE Update, Contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, and other changes that have been made pursuant to contract provisions. The District will only approve logic revisions for the purpose of keeping the schedule valid in terms of its usefulness in calculating a realistic completion date, correcting erroneous logic ties, and accurately sequencing the work.
    e. Other Changes. Other changes required due to delays in completion of any activity or group of activities include: 1) delays beyond the Contractor's control, such as strikes and unusual weather. 2) delays encountered due to submittals, District activities, deliveries or work stoppages which make re-planning the work necessary.
    f. Changes required to correct a BASELINE CPM SCHEDULE Update that does not represent the actual or planned prosecution and progress of the Work.

C. Within five (5) working days after monthly schedule update meeting, Contractor shall submit the updated BASELINE CPM SCHEDULE Update.

D. Within five (5) workdays of receipt of above noted revised submittals, District will either accept or reject monthly BASELINE CPM SCHEDULE Update submittal.

4. If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.
5. District and Architect will not review Contractor's application for payment if the updated monthly BASELINE CPM SCHEDULE Update is not provided and accepted by District.

E. Neither updating, changing or revising of any report, curve, schedule or narrative submitted by Contractor under this Contract, nor District's review or acceptance of any such report, curve, schedule or narrative, shall have the effect of amending or modifying in any way the Contract Substantial or Final Completion date or any phase completion dates, or of modifying or limiting in any way Contractor's obligations under this Contract.

F. Updating the BASELINE CPM SCHEDULE to reflect actual progress shall not be considered revisions
to the Project Schedule.

G. To clarify any revisions to the BASELINE CPM SCHEDULE Update, the Contractor shall provide District with a written narrative explaining the reasons for each Work activity revision. For revisions affecting the sequence of work, the Contractor shall provide a schedule diagram which compares the original sequence to the revised sequence of work. The Contractor shall provide the written narrative and schedule diagram for revisions two (2) working days in advance of the monthly BASELINE CPM SCHEDULE Update meeting.

H. Schedule revisions shall not be incorporated into any BASELINE CPM SCHEDULE Update until the revisions have been reviewed and approved by District. District may request further information and justification for BASELINE CPM SCHEDULE revisions. Contractor shall, within three (3) days of any such District request, provide District with a complete written narrative response.

I. If the Contractor's revision is still not accepted by District, and the Contractor disagrees with District's position, the Contractor has three (3) work days from receipt of District's letter rejecting the revision to provide a written narrative providing full justification and explanation for the revision. The Contractor's failure to respond in writing within three (3) work days of District's written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and the Contractor waives its rights to subsequently dispute or file a claim regarding District's position.

J. At District's discretion, the Contractor may be required to provide subcontractor(s) certifications of Work activity performance regarding any proposed BASELINE CPM SCHEDULE revisions affecting said subcontractor(s).

1.12 WEEKLY LOOK AHEAD SCHEDULE

A. At each Weekly Progress Meeting, the Contractor shall provide and present a time-scaled three (3) week schedule: one (1) week behind and two (2) week look ahead schedule that is based on and correlated by activity number in the current BASELINE CPM SCHEDULE Update. Provide a two week look ahead schedule in bar chart format, showing daily activities for that period.

1.13 OTHER SCHEDULE RELATED REPORTS

A. Submit four (4) hard copies of the following reports with the Initial CPM Schedule, the Master CPM Schedule, and with each monthly update of the BASELINE CPM SCHEDULE:

1. Two (2) activity-listing reports: one report sorted by activity number and one report by total float. These reports shall also include each activity's early/late and actual start and finish dates, original and remaining duration, float, responsibility code and the logic relationship of activities.
2. Schedule plots presenting time scaled network diagram showing activities and their relationships with the controlling operations or critical path clearly highlighted.
3. Monthly status report, to include:
   a. Status of major Project components (percent complete, amount of time ahead or behind schedule) and an explanation of how Project will be brought back on schedule if delays have occurred.
   b. Progress made on critical activities indicated on Project Schedule.
   c. Explanations for any lack of work on critical path activities planned to be performed during last month.
   d. Explanations for any schedule changes, including changes to logic or to activity durations.
   e. List of critical activities scheduled to be performed next month.
   f. Status of major material, and equipment procurement.
   g. Any delays encountered during reporting period.
   h. Contractor may include any other information pertinent to status of Project. Contractor shall include additional status information requested by District at no additional cost.
   i. Status reports, and the information contained therein, shall not be construed by the Contractor as claims, notice of claims, notice of delay, or requests for changes or compensation.

B. Furnish DISTRICT with digital files of all reports and BASELINE CPM SCHEDULE Updates on labeled CD ROM

1.14 RECOVERY SCHEDULE

A. If any BASELINE CPM SCHEDULE Update shows that the Contract Substantial Completion date is five (5) calendar days beyond the Contract Substantial Completion date, the Contractor shall submit to District proposed schedule revisions to recover the lost time within seven (7) calendar days. As part of this Recovery Schedule submittal, the Contractor shall provide a written narrative for each schedule revision made to recapture the lost time. If the revisions include

sequence changes, the Contractor shall provide a schedule diagram comparing the original sequence to the revised sequence of work.

B. Recovery Schedule revisions shall not be incorporated into any BASELINE CPM SCHEDULE Update until the revisions have been reviewed and approved by the District.

C. If the Contractor's Recovery Schedule revisions are not accepted by District, District and the Contractor shall follow the procedures in paragraph 1.10 H through J, above.

D. If requested by District, Contractor shall provide revised schedules within ten (10) days if, at any time, the District consider the completion date to be in jeopardy because of activities that are behind schedule. The additional schedule shall include a new arrow or precedence diagram and schedule reports conforming to the requirements herein, designed to show how the Contractor intends to accomplish the Work to meet the completion date.

E. The Contractor shall modify any portions of the schedule that become infeasible because of "activities behind schedule" or for any other valid reason. An activity that cannot be completed by its original latest completion date shall be deemed to be behind schedule.

1.15 TIME IMPACTS EVALUATION (TIE) FOR CHANGE ORDERS AND OTHER POTENTIAL DELAYS

A. When Contractor is directed to proceed with changed Work, which the Contractor considers have a time impact, the Contractor shall prepare and submit, within seven (7) calendar days from the direction to proceed, a Time Impact Evaluation (TIE) which includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how the Contractor proposes to incorporate the changed Work in the schedule, and how it impacts the current BASELINE CPM SCHEDULE and critical path. The Contractor is responsible for requesting time extensions based on the TIEs impact on the critical path. The diagram must correspond to the main sequences of Work activities in the current BASELINE CPM SCHEDULE, to enable District to evaluate time impact of changed work to the scheduled critical path.

B. Contractor shall be required to comply with the above requirements for all types of delays such as, but not limited to, Contractor/Subcontractor delays, adverse weather delays, strikes, procurement delays, fabrication delays, etc.

C. Contractor shall be responsible for all costs associated with the preparation of Time Impact Evaluations, and the process of incorporating them into the current schedule update. The Contractor shall provide District with 3 copies of each TIE.

D. Once agreement between District and Contractor has been reached on a TIE, the Contract time will be adjusted accordingly. If agreement is not reached on a TIE, the Contract time may be extended in an amount District allows, and the Contractor may submit a claim for additional time.

E. If the Contractor does not submit a TIE within the required seven (7) calendar days for any issue, it is mutually agreed that the Contractor does not require a time extension for said issue.

1.16 TIME EXTENSIONS

A. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the critical path of the currently updated BASELINE CPM SCHEDULE.

B. Contractor shall not be granted an extension of time for failure to obtain necessary approvals for deferral approvals due to failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations).

C. No time extensions will be granted under this Contract for the cumulative effect of changes in the Work.

D. District will not be obligated to consider any time extension request unless requirements of Contract Documents have been met.

E. Failure of the Contractor to perform in accordance with the currently updated BASELINE CPM SCHEDULE Update shall not be excused because of submittal of a time extension request.

F. Where an event for which District is responsible impacts the projected Contract Substantial Completion date of the Work, or any phase of the Work, the Contractor shall provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor shall also include a detailed cost breakdown of the labor, equipment, and material the Contractor would expend to mitigate District caused time impact. The Contractor shall submit its mitigation plan to District within seven (7) calendar days from the date of discovery of said impact. The Contractor is responsible for the cost to prepare the mitigation plan.

G. Contractor's failure to a request time extension, provide a TIE, or provide the required mitigation plan will result in Contractor waiving its right to both a time extension and to recovering any costs to mitigate the delay.

PART 2 - PRODUCTS - Not applicable to this section.

PART 3 - EXECUTION - Not applicable to this section**.**

END OF SECTION 01 32 13

SECTION 01 32 33

PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 14 00 – "Work Restrictions"

C. Section 01 33 00 – "Submittal Procedures"

D. Section 01 77 00 – "Closeout Procedures"

E. Section 01 79 00 – "Demonstration and Training"

F. Divisions 2 through 33 sections for Photographic Documentation requirements for the work in these sections.

1.3 SUMMARY

A. This section specifies administrative and procedural requirements for the following:

1. Preconstruction digital photographs.
2. Preconstruction video
3. Time lapse construction web cam system.
4. Final completion construction digital photographs.
5. Drone Fly Over Videos (Up to 3 Minutes)

1.4 COSTS OF PHOTOGRAPHY, PRINTING AND WEB CAM SYSTEM

A. Contractor shall pay all costs for specified photography, prints, time lapse construction web cam system, and Drone Fly-Over Video's.

1.5 SUBMITTALS

A. Qualification Data: Contractor shall provide a person with experience for taking digital photographs.

B. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each (photograph.)

C. Construction Photographs: Submit (15) digital photographs each month, and (25) digital photographs at the end of Project completion.

1. Digital Images: Submit a complete set of digital image electronic files, Flash Drive, (with each submittal of prints as a Project Record Document). Identify electronic media with date photographs were taken. Submit images that have the same aspect ratio as the sensor, un-cropped.

D. Time lapse Construction Web Cam Photos and Movie:
   1. Digital Images: At the completion of the Work, submit digital still images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
      a. Date and Time: Include original image file date and time with each image.
      b. Format: Submit a sortable and identifiable archive of all digital still images on an external hard drive. Obtain District approval of file organization and file names.
   2. Time-Lapse "Movie": Compile select digital still images into a time-lapse movie of the construction period for each Phase of the Work. Optimize images included and run-time length of movie to suit District requirements.

PART 2 - PRODUCTS

2.1 PHOTOGRAPHIC MEDIA

A. Digital Images: Provide images in JPEG format, with minimum sensor size of 10.0 megapixels.

B. Video Format: Provide digital color video – Flash Drive Format.

2.2 TIME LAPSE CONSTRUCTION WEB CAM SYSTEM

A. Provide professional-grade high resolution digital webcam system designed specifically for the construction industry as a turnkey package including 2 cameras, related hardware, mounting equipment, software, wireless cellular data transmission service, website hosting, image hosting, storage, and backup, online interface for the system, time-lapse video creation and technical support.

B. Contractor shall be solely responsible for properly maintaining all web cam system components and related services throughout the course of the Work.

C. The outdoor camera system shall include a tamper and impact resistant, discreet unit with fixed camera, lens and controller.

D. Cameras shall be integrated high definition camera and lens assembly consisting of a charge coupled device (CCD) camera with a remotely controlled focal length lens mounted as a permanent module with the following features:
   1. Digital Still Image Resolution: Minimum sensor size of 10 megapixels, and at an image resolution of not less than 3648 x 2736 pixels.
   2. Lens: 78-degree wide field of view.
   3. Settings: Auto-focus, auto-white balance, auto-contrast.
   4. Data Connection: Operate cameras via built-in cellular data connection provided and maintained by the system vendor.
   5. Provide electrical power for web cam system as required by Contractor’s system vendor. A solar option is acceptable.
   6. Quantity of Cameras: 2.
   7. The cameras shall have the ability to take a high-resolution 10-megapixel digital still images of the construction site approximately every 15 minutes, and upload the still images over a wireless cellular modem to the Contractor’s vendor servers.

E. Remote Access to Digital Images: Provide an online interface system to allow viewing of all high-definition digital still images captured and stored during Construction, from any location with internet access and with password protection.

1. The online interface system shall be accessible by an unlimited number of human users.
2. System shall display Project name and Owner Logo.
3. Navigation: Provide calendar-based navigation system for selecting specific images.
4. Zoom: Provide pan and zoom capability for zooming into high definition images.
5. User Screen Viewing Options.

F. Dynamic Calendar: Provide screen showing calendar in which each day displays an image for that day.

G. Split Screen: Provide screen showing two discrete images side by side, from the two different cameras.

H. Full-Screen: Provide screen maximizing view of images on users monitor.

I. Slideshow: Provide capability to browse through images, moving forward and backward in time by individual image and by day.

J. Contractor shall understand that photographs and archives generated by the camera system become the property of the District and cannot used for advertisement or publicity reasons without the expressed written consent of the District.

2.3 DRONE FLY OVER VIDEO'S

a. The Contractor shall provide to the District, monthly fly-over videos to the District by the 15th of each month.

b. The Drove fly-over videos shall be no more than 3 minutes in length and shall capture the construction progress to date.

c. The Drone fly-over videos shall be in color and provided in medium resolution.

d. No students shall be included in these videos.

PART 3 - EXECUTION

3.1 PHOTOGRAPHS, GENERAL

A. Date Stamps: Unless otherwise indicated, date and time stamp each photograph as it is being taken so stamp is integral to photograph.

B. Content: Take steps to keep students and staff out of construction photographs and videos.

3.2 TIME LAPSE CONSTRUCTION WEB CAM

A. Locate cameras at 2 different fixed locations as directed by District in order to capture construction activities over the course of the Work.

B. Coordinate location and installation of web cameras to avoid interference from trees and to prevent sunlight and light from fixtures entering directly into the camera lens.

C. After installation, perform system test to ensure all components are functioning properly.

D. Maintain all system components in good working order. Promptly make any necessary repairs during the course of the Work.

E. Termination and Removal: Completely remove web cam camera system and mounting pole prior to Final Completion.

1. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with camera system.

2. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

F. Camera system, including associated appurtenances and mounting equipment, shall become the property of the District

G. Maintain images on the Contractor's vendor website for reference available at all times during the Work, and for not less than 90 days after Final Completion.

3.3 EXISTING CONDITIONS SURVEY VIDEO

A. Prior to commencement of Work on Site, jointly survey the existing and surrounding areas and structures with the District and Architect. Contractor shall note and recording existing damage such as cracks, sags, and other damage, on Site Plan/Floor Plans as appropriate.

B. This record shall serve as a basis for determination of subsequent damage to these items due to settlement, movement, demolition, or other Contractor operations.

C. Existing damage observed shall be marked and the completed record of existing damage shall be signed by the parties.

D. Cracks, sags, and damage to the area and other items not noted in the original survey but subsequently observed shall be reported immediately to the Architect.

E. Contractor shall comply with requirements of this Section for photographic and/or video recording of existing conditions.

3.4 PRECONSTRUCTION PHOTOGRAPHS

A. Before starting construction, take color digital photographs of Project site and surrounding properties from different vantage points, as directed by and Architect and District.

B. Take photographs as necessary to show existing conditions adjacent to the building, spaces, and property before starting the work.

C. Take necessary photographs of existing buildings either on or adjoining the building, spaces, and property to accurately record the physical conditions prior to the start of construction.

3.5 CONSTRUCTION VIDEOS, GENERAL

A. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to show area of construction for maintenance and operation. Display continuous running time.

END OF SECTION 01 32 33

SECTION 01 32 50

DELAY AND EXTENSIONS TO THE WORK

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 32 13 – "Construction Scheduling of Work"

C. Section 01 31 00 – "Project Management and Coordination"

D. Divisions 2 through 33 Sections for Delay and Extensions to the Work requirements for the work in those Sections.

1.3 SUMMARY

A. This Section includes administrative and procedural requirements for evaluation of excusable delays including delays due to abnormal or adverse weather conditions.

1.4 DELAYS AND EXTENSIONS TO THE WORK

A. Contractor must complete all Work within the time specified in these Contract Documents. The Contractor will be granted an extension of time and will not be assessed liquidated damages or the cost of engineering and inspection for any delay in substantially completing the Work (or parts thereof) beyond the time set elsewhere in the Contract Documents, provided that such delay was caused by unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include fire, floods, abnormal weather (as described below), and earthquakes, embargoes, changes made pursuant to the provisions of "Changes in work" elsewhere in the Contract Documents or acts or neglect of the District not contemplated by the Contract Documents. In all cases, any extension of time is conditioned on the following:

1. That the cause is not due to the fault or negligence of the Contractor, and the Contractor has taken reasonable precautions to prevent the delays and minimize the effects thereof; and
2. That the Contractor notifies the District, Architect, Project Manager, and project Inspector in writing within five (5) days from the beginning of such delay, specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay. Failure to submit written notice within this time period shall constitute an absolute waiver of any claim for a time extension.

B. No extension of time will be granted for a delay caused by a shortage of materials, unless the Contractor furnishes to the District documentary proof that he has diligently made every effort to obtain such materials from all known sources within reasonable distance of the work and further proof, in the form of schedule data as required in Section 01310 that the inability to obtain such materials as originally planned did in fact cause a delay in final completion of the Work which could not be compensated for by revising the sequence of the Contractor's operations. Only the physical shortage of material will be considered as a cause for extension of time, and no consideration will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to satisfaction of the District that such material could have been obtained only at exorbitant prices, taking into account the quantities involved and the usual practices in obtaining such quantities.

C. The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract Documents.

D. No extensions of time will be granted for delay that have no measurable impact on the completion of the Work (or parts thereof) under the Contract Documents. When extensions of time are granted, they will be limited to the period equivalent to the actual number of days lost on the critical path or controlling operations of the current approved Construction Schedule, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the Contractor. All requests for extensions of time must be supported with a critical path analysis showing the critical path and impacts to it. Contractor's failure to submit this analysis will be sufficient cause for denial of any request for a time extension.

E. Within a reasonable period of time after the Contractor submits the notice of delay along with any other information required by this section, the District will determine whether an extension of time is justified and, if so, the number of days for the extension.

1.5 ABNORMAL OR ADVERSE WEATHER CONDITIONS

A. For the purposes of this Project, the Contractor shall include within the Contract Time of its Baseline CPM Schedule an allowance of **20 work days as a bank,** just prior to its Substantial Completion date milestone activity, for normally anticipated adverse weather. The allowance will be reduced pursuant to the procedures noted in this Section for abnormal weather. In the event this allowance is consumed, a non-compensable time extension for abnormal weather will be granted pursuant to the procedures of this Section. If this allowance is not consumed by normal adverse weather, the remaining work days will be considered project float as defined in Section 01 32 13, Construction Scheduling of Work.

B. In addition, before a time extension may be granted for abnormal weather, Contractor must establish to District satisfaction that the rain either significantly impacted at least 75% of the planned work of the critical path operations for a particular day or prohibited at least five (5) hours of work on the critical path operations planned for that day.

C. In the event that the project experiences favorable weather for a particular month (e.g. a number of actual rain days less than that allocated for allowable rain days per month), the cumulative float resulting from such favorable weather shall accrue to the project.

D. Rain delay shall be only for the actual period of time established pursuant to full compliance with the above requirements.

E. Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, providing access roads that are stable under abnormal or adverse weather conditions, and covering work and material that could be affected adversely by weather. Failure to do so shall be cause for the District to not grant a time extension due to abnormal or adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

F. Abnormal weather may be a valid basis for a time extension under the Contract. The term "abnormal weather" is defined as the occurrence rain conditions that exceed the criteria set forth that cause impact to Contractor's operations.

G. Contractor shall employ reasonable methods to mitigate the impact of abnormal weather (i.e. dewatering, protection of site, etc.) The occurrence of rain during non-work hours or having minimal impact to work on the controlling operation shall not constitute a day of abnormal weather.

1.6 ENTITLEMENT TO CLAIM FOR DELAY AND EXTENSIONS TO THE WORK

A. Any Contractor claim for damages or additional compensation based on delay shall be limited to only those circumstances where the Contractor has fulfilled at least one of the following three (3) requirements:

1. Contractor has established its entitlement to a time extension pursuant to the provisions described above regarding delay and extensions to the Work.

2. The delay was caused solely by the District by District's issuance of changes made pursuant to the provisions of "Changes in Work" elsewhere in these General Conditions or by or acts of neglect of the district.

3. The delay was unreasonable under the circumstances and not within the contemplation of the parties and/or the Contract Documents.

B. It is expressly understood and agreed that delays caused by the District will be non-compensable when there are concurrent delays caused by the Contractor. Also, Contractor shall have no entitlement to additional compensation for any delay where there have been concurrent delays caused by non-compensable delays, including, but not limited to, fire, floods, tidal waves, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes weather days.

C. In the event that the Contractor submits a claim for additional costs associated with overhead, the Contractor shall, within 60 calendar days of the District's written request, submit to the District an audit examination and report performed by an independent Certified Public Accountant certifying the Contractor's actual unanticipated overhead costs. The independent Certified Public Accountant's audit examination shall be performed in conformance with the requirements of the American Institute of Certified Public Accountants Attestation Standards. The audit examination and report shall depict the Contractor's project and company-wide financial records and shall specify the actual overall average daily rates for both field and home office overhead for the entire duration of the project, and whether the costs have been properly allocated. The rates of field and home office overhead shall exclude all unallowable costs as determined in the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31. The audit examination shall determine if the rates of field and home office overhead;

1. Are allowable in conformance with the requirements of the Federal Acquisition Regulations, 48 CFR, Chapter 1, Part 31;

2. Are adequately supported by reliable documentation; and
3. Related solely to the project under examination.

D. Upon the District's written request, the Contractor shall make its financial records available for audit by the District for the purpose of verifying the actual rate of overhead specified in the audit submitted by the Contractor. The overhead specified in the audit, submitted by the Contractor, will be subject to review and approval by the District.

PART 2 – PRODUCT

Not Used.

PART 3 – EXCUTION

Not Used.

END OF SECTION 01 32 50

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED DOCUMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 14 00 – "Work Restrictions"

C. Section 01 29 00 – Payment Procedures"

D. Section 01 32 13 – "Scheduling of Work"

E. Section 01 31 80 – "Document Management System"

F. Section 01 45 00 – "Quality Control"

G. Section 01 43 39 – "Mockups"

H. Section 01 77 00 – "Closeout Procedures"

I. Section 01 78 39 – "Project Record Documents"

J. Section 01 79 00 – "Demonstration and Training"

K. Divisions 2 through 33 sections for Submittal Procedures requirements for the work in these sections

1.3 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other Submittals.

1.4 DEFINITIONS

A. Action Submittals, as used herein are written and/or graphic information that requires Architect and/or District responsive action. Submittals may be rejected for not complying with requirements. Prepare and submit Action Submittals as required by individual Specification Sections.

B. Informational Submittals, as used herein are written and/or graphic information that does not require Architect responsive action. Submittals may be rejected for not complying with requirements. Prepare and submit Informational Submittals as required by individual Specification Sections.

C. Manufactured, as used herein applies to standard units usually mass-produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements.

D. Submittal Descriptions. Submittals requirements are specified in the technical sections. Submittals are identified by description as follows:

1. Preconstruction Submittals, as used herein are submittals which are required following a Notice to Award and prior to commencing Work on Site. Examples include, but are not limited to:
   a. Initial CPM Schedule
   b. Submittal Log (listing submittal schedule, including shop drawings and samples)
   c. Initial Schedule of Values
   d. Safety Plan (For Information Only)
   e. Waste Management Plan
   f. Quality Control Plan
   g. Others as required by the Contract Documents
2. Shop Drawings, as used herein are drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, fabricators, suppliers, or distributors illustrating some portion of the Work, and include: 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.
   a. 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. However, changes meeting the definition of DSA Construction Change Document Category A require DSA review and approval and shall be submitted by the Architect of Record to DSA as a Construction Change Document in accordance with IR A-6.
3. Product data, as used herein are catalog cuts, 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. This includes samples of warranty language when the contract requires extended product warranties.
4. 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.
5. Design Data, as used herein are design calculations, mix designs, analyses or other data pertaining to a part of Work.

6. Test Reports, as used herein, include:
   a. Reports signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)
   b. Reports which include findings of a test required to be performed by the Contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.
   c. Reports which include findings of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.
   d. Investigation reports.
   e. Daily performance logs.
   f. Manufacturer or Installer checklists.
   g. Manufacturer's Factory or Field Reports, including documentation of the testing and verification actions taken by manufacturer at the factory or manufacturer's representative at the job site, in the vicinity of the job site, or on a sample taken from the job site, on a portion of the work, during or after installation, to confirm compliance with manufacturer's standards or instructions. The documentation must be signed by an authorized official of a testing laboratory or agency and must state the test results; and indicate whether the material, product, or system has passed or failed the test.
   h. Final acceptance test and operational test procedure.
7. Manufacturer's Instructions. Preprinted material describing installation of a product, system or material, including special notices, checklists, and Material Safety Data sheets concerning impedances, hazards and safety precautions.
8. Operation and Maintenance Data. Data that is furnished by the manufacturer or the system provider to the equipment operating and maintenance personnel, including manufacturer's help and product line documentation necessary to maintain and install equipment. This data is needed by District operating and maintenance personnel for the safe and efficient operation, maintenance and repair of the item. This data is intended to be incorporated in the Operations and Maintenance manual submittals.
9. Closeout Submittals. Documentation to record compliance with technical or administrative requirements in order to meet all requirements necessary to properly close out the Construction Contract. These include, but are not limited to:
   a. Record Drawings
   b. As-built drawings
   c. Others as required by the Contract Documents.

1.5 PREPARATION AND FORMAT

A. Transmit each submittal, except sample installations and sample panels to the District in accordance with Section 01 31 80 (Document Management System). If the District, the Architect, and the Contractor mutually agree, submittals from the Contractor may be transmitted to the

District and the Architect at the same time. However, following review by the Architect-Engineer team, submittals shall be transmitted back to the District Construction Manager prior to further distribution.

B. Transmit submittals with transmittal form prescribed by District and standard for the Project as described below.

1. On the transmittal form identify Contractor, indicate date of submittal, and include information prescribed by transmittal form and required in paragraph entitled "Identifying Submittals." Process transmittal forms to record actions regarding sample[s].

C. Identifying Submittals. When submittals are provided by a Subcontractor, the Contractor shall prepare, review and stamp with Contractor's approval stamp all specified submittals prior to submitting for District approval. Identify submittals, except sample installations and sample panels, with the following information permanently adhered to or noted on each separate component of each submittal and noted on transmittal form. Mark each copy of each submittal identically, with the following:

1. District Project Number and title.
2. Construction contract number.
3. Date of the drawings and revisions.
4. Product identification and location in project.
5. Name, address, and telephone number of subcontractor, supplier, manufacturer and any other second tier Contractor associated with submittal.
6. Section number of the specification section which requires the submittal.
7. When a resubmission, add numeric revision suffix on submittal description, for example, submittal 18 would become 18R1, to indicate resubmission.

D. Format for Shop Drawings

1. Submit electronic PDF documents only. Refer to Section 01 31 80 (Document Management System) for electronic submittal requirements.
2. Shop drawings are not to be less than 8 1/2 by 11 inches nor more than 30 by 42 inches, except for full size patterns or templates. Prepare drawings to accurate size, with scale indicated, unless other form is required. Prepare drawings that will be submitted to Division of State Architect (DSA) noted as Deferred Approval in the bid drawings and specifications as mandated by DSA.
3. Drawings are to be suitable for reproduction and be of a quality to produce clear, distinct lines and letters with dark lines on a white background.
4. Present 8 1/2 by 11 inches sized shop drawings as part of the bound volume for submittals required by section. Present larger drawings in sets.
5. Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to information required in paragraph entitled "Identifying Submittals."
6. Number drawings in a logical sequence. Each drawing is to bear the number of the submittal in a uniform location adjacent to the title block. Place the District Project name and number in the margin, immediately below the title block, for each drawing.

7. Reserve a blank space on the right-hand side of each sheet for the Architect's disposition stamp.
8. Dimension drawings, except diagrams and schematic drawings and prepare drawings demonstrating interface with other trades to scale. Use the same unit of measure for shop drawings as indicated on the contract drawings. Identify materials and products for work shown.
9. Include the nameplate data, size and capacity on drawings. Also include applicable federal, military, industry and technical society publication references.

E. Format of Product Data and Manufacturer's Instructions

1. Refer to Section 01 31 80 (Document Management System) for electronic submittal requirements.
2. Present product data submittals for each section as a complete, bound volume. Include table of contents, listing page and catalog item numbers for product data.
3. Indicate by prominent notation each product which is being submitted; indicate specification section number and paragraph number to which it pertains.
4. Supplement product data with material prepared for Project to satisfy submittal requirements for which product data does not exist. Identify this material as developed specifically for project, with information and format as required for submission of Certificates.
5. Include the manufacturer's name, trade name, place of manufacture, and catalog model or number on all product data. Also include applicable industry and technical society publication references. Should manufacturer's data require supplemental information for clarification, include such information in the submittal.
6. Where equipment or materials are specified to conform to industry and technical society reference standards of the organizations such as American National Standards Institute (ANSI), ASTM International (ASTM), National Electrical Manufacturer's Association (NEMA), Underwriters Laboratories (UL), and Association of Edison Illuminating Companies (AEIC), submit proof of such compliance. The label or listing by the specified organization will be acceptable evidence of compliance.
   a. In lieu of the label or listing, submit a certificate from an independent testing organization, competent to perform testing, and approved by the District Project Manager. State on the certificate that the item has been tested in accordance with the specified organization's test methods and that the item complies with the specified organization's reference standard.
7. Collect required data submittals for each specific material, product, unit of work, or system into a single submittal and marked for choices, options, and portions applicable to the submittal. Mark each copy of the product data identically. Partial submittals will not be accepted for expedition of construction effort.
8. Submit manufacturer's instructions prior to installation.

F. Format of Samples

1. Furnish samples in sizes below, unless otherwise specified or unless the manufacturer has prepackaged samples of approximately same size as specified:

a. Sample of Equipment or Device: Full size.

b. Sample of Materials Less Than 2 by 3 inches: Built up to 8 1/2 by 11 inches.

c. Sample of Materials Exceeding 8 1/2 by 11 inches: Cut down to 8 1/2 by 11 inches and adequate to indicate color, texture, and material variations.

d. Sample of Linear Devices or Materials: 10 inch length or length to be supplied, if less than 10 inches. Examples of linear devices or materials are conduit and handrails.

e. Sample of Non-Solid Materials: Pint. Examples of non-solid materials are sand and paint.

f. Color Selection Samples: 2 by 4 inches. Where samples are specified for selection of color, finish, pattern, or texture, submit the full set of available choices for the material or product specified. Sizes and quantities of samples are to represent their respective standard unit.

g. Sample Panel: 4 by 4 feet.

h. Sample Installation: 100 square feet.

2. Samples Showing Range of Variation: Where variations in color, finish, pattern, or texture are unavoidable due to nature of the materials, submit sets of samples of not less than three units showing extremes and middle of range. Mark each unit to describe its relation to the range of the variation.

3. Reusable Samples: Incorporate returned samples into work only if so specified, indicated, or approved by Architect and District. Incorporated samples are to be in undamaged condition at time of use.

4. Recording of Sample Installation: Note and preserve the notation of area constituting sample installation but remove notation at final clean-up of project.

G. Format of Design Data and Certificates.

1. Refer to Section 01 31 80 (Document Management System) for electronic submittal requirements.

2. Provide design data and certificates on 8 1/2 by 11 inches paper. Provide a bound volume for submittals containing numerous pages.

H. Format of Test Reports and Manufacturer's Field Reports

1. Refer to Section 01 31 80 (Document Management System) for electronic submittal requirements.

2. Provide reports on 8 1/2 by 11 inches paper in a complete bound volume.

3. Indicate by prominent notation, each report in the submittal. Indicate specification number and paragraph number to which it pertains.

I. Format of Operation and Maintenance Data shall comply with the requirements specified in Section 01 78 23 “Operation and Maintenance Data” for O&M Data format.

J. Format of Preconstruction Submittals and Closeout Submittals.

1. When submittal includes a document which is to be used in Project or become part of Project Record, other than as a submittal, do not apply Contractor's approval stamp to document, but to a separate sheet accompanying document.

2. Provide all dimensions in English units only.

1.6 QUANTITY OF SUBMITTALS

A. Number of Copies of Shop Drawings. Submit in compliance with the following requirements:

1. Refer to Section 01 31 80 (Document Management System) for electronic submittal requirements.
2. Submittals that require local and State agency approval, shall conform with this Specification and the requirements of the local or State agency.

B. Contractor shall receive one (1) reviewed electronic PDF file of the submittal. Contractor shall be responsible for providing copies to its subcontractors.

C. Number of Copies of Product Data and Manufacturer's Instructions. Submit in compliance with quantity requirements specified for shop drawings.

D. Number of Samples

1. Submit three (3) sets of samples showing range of variation, of each required item. Two approved samples or sets of samples will be retained by District and one will be returned to Contractor.
2. Submit one sample panel or provide one sample installation where directed. Include components listed in technical section or as directed.
3. When required by Contract Documents, provide one sample installation where directed by Architect or District.

E. Number of Copies Design Data and Certificates. Submit in compliance with quantity requirements specified for shop drawings.

F. Number of Copies Test Reports and Manufacturer's Field Reports. Submit in compliance with quantity and quality requirements specified for shop drawings.

G. Number of Copies of Operation and Maintenance Data. Submit three (3) copies of O&M Data to the District Project Manager for review and approval.

H. Number of Copies of Preconstruction Submittals and Closeout Submittals. Unless otherwise specified, submit as required for shop drawings.

1.7 SUBMITTALS, GENERAL

A. Contractor shall obtain and shall submit all required shop drawings, samples, technical data, and other submittals as required by the Contract Documents with such promptness as to cause no delay in its own Work or in that of any other contractor or subcontractor.

1. As required by the Contract Documents, the Contractor shall obtain and submit with shop drawings all seismic and other calculations, and all product data from equipment manufacturers.
2. No shop drawing submittals shall be reviewed until coordinated documents per paragraph 1.13.C.1.b and c have been submitted, reviewed and signed off by representatives of each of the sub-contractors.

B. Prepare a complete Submittal Log and maintain it as the Work progresses. Submit the initial Submittal Log for approval by District at the same time as the Initial Schedule (See Section 01310 Construction Scheduling). Include the Contractor's anticipated submission dates and the approval needed dates (if approval is required).

1. Re-submit submittal log and annotate monthly by the Contractor with actual submission and approval dates. When all items on the log have been fully approved, no further re-submittal is required.
2. Carefully control procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Log."
3. Except as specified otherwise, allow review period of at least fifteen (15) working days for submittals requiring Architect or District approval. Period of review for submittals requiring approval begins when District receives submittal from Contractor.
4. For submittals requiring review by fire protection engineer and/or DSA, allow review period, beginning when District receives submittal thirty (30) calendar days for return of submittal to the Contractor.
5. Period of review for each resubmittal is the same as for initial submittal.

C. The District may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections.

D. Units of weights and measures used on all submittals are to be the same as those used in the contract drawings.

E. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

F. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have shop drawings, samples, product data and/or other required submittals submitted in accordance with the approved Submittal Log and Master Construction Schedule.

G. Each Subcontractor shall submit all shop drawings, samples, product data and other required submittals for the review by the District and the Architect through the Contractor.

H. By submitting shop drawings, samples, product data and other required submittals, 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.

I. Quality Control Certification. Stamp each sheet of each submittal with a quality control certifying statement, except that data submitted in bound volume or on one sheet printed on two sides may be stamped on the front of the first sheet only. When approving authority is Architect or District, Contractor shall certify submittals with the following certifying statement:

> "I hereby certify that the (equipment) (material) (article) shown and marked in this submittal is that proposed to be incorporated with contract Number [_____], is in compliance with the Contract Documents, does not constitute an unapproved

substitution, deviation, or variation, can be installed in the allocated spaces, and is submitted for District approval.

I further certify that I have reviewed and approved the field dimensions and the construction criteria, and have also made written notation regarding any information in the shop drawings that does not fully conform to the Contract Documents. This submittal has been coordinated with all other submittals received to date, and this duty of coordination has not been delegated to subcontractors, material suppliers, the Architect, or the Engineers on this project.

For the Contractor:

Certified by Submittal Reviewer _____, Date _____
(Signature)

Certified by QC Manager _____, Date _____
(Signature)

J. Partial submittals are not acceptable, will be considered non-responsive, and will be returned without review by either District or Architect. Mark each copy of each submittal to show which products and options are applicable.

K. The submission of the shop drawings, samples, product data and other required submittals, 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, per the requirements of the Contract Documents.

L. Deviations from the Contract Documents

1. Any deviations from the Contract Documents shall be fully described in a transmittal accompanying the shop drawings, samples, product data and other required submittals. However, such submittals shall not be used as a means of requesting a substitution, the procedure for which is defined elsewhere in the Contract Documents. In addition, ALL deviations meeting the definition of DSA Construction Change Document Category A, per DSA IR A-6, are subject to DSA review and require submittal to and approval by DSA as a Construction Change Document. The Contractor shall be responsible for any delays or costs incurred due to Contractor requested or generated deviations requiring the preparation of a DSA Construction Change Document.

2. Architect and District approval is required for any proposed deviation from the accepted design which still complies with the Contract Documents before the Contractor is authorized to proceed with material acquisition or installation. If necessary to facilitate the project schedule, the Contractor and the Architect may discuss a submittal proposing a deviation with the District Project Manager prior to officially submitting it to the District. However, the District reserves the right to review the submittal before providing an opinion, if deemed necessary. In any case, the District will not formally agree to or provide

a preliminary opinion on any deviation without either the Architect's approval or recommended approval.

3. The District reserves the right to reject any deviation which may impact furniture, furnishings, equipment selections, and/or operations decisions that were made previously and based on the District reviewed and approved Project design.
4. Contractor is responsible for the dimensions and construction of work. Failure to point out deviations may result in the District requiring rejection and removal of such work at the Contractor's expense.
5. After submittals have been accepted by the Architect, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

M. Review by District and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper submittals in accordance with the Contract Documents.

N. Any submission, which in Architect's opinion is incomplete, contains errors, or been superficially checked will be returned by the Architect without review for resubmission by the Contractor.

O. Electronic copies of the stamped and signed Contract Documents will not be provided by District or Architect for Contractor's use unless:

1. Contractor shall first request and obtain written approval from Architect prior to use of any Architect's CAD files, drawings, or other documents for submittal purposes.
2. Contractor shall be responsible for all reproduction, printing, and delivery cost associated with the use of any requested drawings and/or CAD files.
3. Contractor provides disclaimer letters to the Architect and District (15) working days in advance of any proposed use of Architect's documents and/or digital files. Such disclaimer letter shall be in a form acceptable to Architect and District.
4. Contractor shall not reuse any Architect's documents and/or electronic files for submittal purposes without prior written approval.

P. Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination. The Contractor shall ensure Mechanical, Electrical, and Plumbing (MEP) sub-contractors provide coordinated and comprehensive submittals for all integrated systems. Multiple submittal packages will not be allowed and will be returned without review or action. No extension of Contract Time will be authorized due to incomplete or uncoordinated Contractor submittals.
    a. Architect and District reserve the right to withhold action on, or return without review, a submittal requiring coordination with other submittals until all such related submittals are received. No extension of the Contract Time will be authorized.

b. Architect and District will return incomplete submittals to the Contractor without review. No extension of Contract Time will be authorized due to incomplete Contractor submittals.

Q. Submittals Schedule: Comply with requirements in Section 01 32 13 (Scheduling of Work) in planning for required submittals and relating them to scheduled construction activities.

1. Initial Review: Allow fifteen (15) working days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will, through the Construction or Project Manager, advise Contractor when a submittal review must be delayed for coordination reasons.
2. Intermediate Review: If intermediate submittal review is necessary, process it in the same manner as an initial submittal.
3. Re-submittal Review: Allow ten (10) working days for review of each re-submittal.
4. Sequential Review: Where sequential review of submittals by Architect's consultants, District, or other parties is indicated, allow fifteen (15) working days for initial review of each submittal.
5. DSA Deferred Approvals Review: see paragraph 1.13 D.18 for detailed procedures

R. Re-submittals: Make re-submittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision(s).
3. Cloud or otherwise highlight and call out **ALL** changes made in each re- submittal.
4. Provide cover letter in each re-submittal, identifying all changes made in each re-submittal.
5. Resubmit submittals until they are marked "No Exceptions Taken" or "Make Corrections Noted" by the Architect.

S. After submittals have been accepted by the Architect, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.8 ARCHITECT'S REVIEW

A. Architect's review is for general conformance with design concept only, and does not relieve Contractor in any way from compliance with Contract Documents, nor does it in any way constitute grounds for a Change Order. Contractor remains solely responsible for details and accuracy of all quantities and dimensions, and selection of fabrication and/or installation processes.

B. 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.

C. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in any required submittals, for proper fitting of the Work, coordination of the

differing subcontractor trades, and Work which is not indicated on any submittal at the time of submission.

D. In reviewing shop drawings, samples, product data and other required submittals, the Architect will not verify dimensions and field conditions.

E. The Architect will review and approve shop drawings, samples, product data and other required submittals for aesthetics and for conformance with the design concept of the Work and the Contract Documents.

F. Architect will review each submittal, make marks to indicate corrections or modifications required, and return it.

G. Contractor and Subcontractors shall be solely responsible for any quantities which may be shown on either the submittals or the Contract Documents.

H. Architect will not review submittals that do not bear Contractor's approval stamp and Quality Control Certification Letter, and will return them to the Contractor without review.

I. Architect will stamp each submittal appropriately to indicate action to be taken, as follows:

1. Action Codes Permitting Use:

   a. When an action code permitting use is assigned to a submittal, it does not authorize work that does not comply with the requirements of the Contract Documents. Acceptance of the Work will depend on compliance.
   b. Code AP - Approved: The Work covered by the submittal item may proceed, provided it complies with Contract Document requirements.
   c. Code AN - Approved as Noted: The Work covered by the submittal item may proceed, provided it complies with the Architect's notations and Contract Document requirements.
   d. Code AN-R - Approved as Noted - Resubmit: Do not deliver or install the related work until the resubmittal has received Code AP or AN. However, fabrication and other off-site work covered by the submittal item may proceed, at the Contractor's risk, provided it complies with the Architect's notations and Contract Document requirements.

2. Action Code Prohibiting Use:

   a. Action Code REJ - Not Approved: The Work covered by the submittal item, including purchasing, fabrication, delivery, and other activity, shall not proceed. Revise the submittal item or prepare a new item in accordance with the Architect's notations. Resubmit the corrected or new item without delay; do not permit submittal items marked "Not Approved" to be used. Work incorporating such items will be rejected.

3. Action Code for Items Not Required:

   a. Action Code X - Not Requested by Contract Documents: The submittal item is not called for by the Contract Documents and is being returned unreviewed by the Architect except to the extent necessary to determine its status.

J. Informational Submittals: For Architect's information only. Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.

1. Action Code for Information Only:

a. Action Code INF - Information Only - Received: The submittal item is not called for a return with a reviewed action code by the Contract Documents and is being returned un-reviewed by the Architect except to the extent necessary to determine its status.

J. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.

K. Incomplete submittals are not acceptable, will be considered non-responsive, and will be returned without review.

L. Architect will return without review or discard submittals received from sources other than the Contractor.

M. Submittals not required by the Contract Documents may be returned by the Architect without action.

1.9 SUBMITTAL TRANSMITTAL REQUIREMENTS

A. Submittal Transmittal shall be a PDF file in electronic format. It is recommended, to expedite the submittal review, the electronic form be **uploaded to EADOC** for review to the Architect as early as possible.

1. Submittal Numbering: See below.
2. Contact Information: Full Name, Phone Number and Email Address.

B. Submittal Definition

1. Each submittal consists of items from only ONE Specifications section.
2. Complete Submittal: If ALL the items required by the Specifications section are listed on one Submittal Form (including continuation sheet), it is a complete submittal.
3. Partial Submittals: If it is necessary to divide the required items of a given Specifications section into two or more submittals to meet schedule or handling requirements, the separate submittals are partial submittals. All partial submittals have the same submittal number, and are differentiated by sequential P-numbers (see below).
4. All items in each submittal, whether complete or partial, will be processed together: Individual items will not be 'broken out' for special handling. Arrange submittals accordingly.

C. Submittal Numbering

1. Number submittals as described below to assist tracking.
2. Number each submittal in the format nnnnnn-nn.

a. The 6-digit number is the number of the section that requires the submittal. For example, 044200.
b. The 2-digit number is based on the numerical sequence of submittals from that section. In other words, for each section, the first submittal is 01, the second is 02, and so on. The 2-digit number does not change for partial or re-submittals, so that the submittal can be tracked.
c. P-Number for Partial Submittals: Number each partial submittal in the **P** space, beginning with P1, and increasing by one for each partial submittal of that submittal. If the submittal is a complete submittal, leave the P space blank.
d. R-Number for Re-submittals: Number each re-submittal in the **R** space, beginning with R1, and increasing by one for each re-submittal of that submittal. Do not include an R-Number for the initial submittal.
e. Examples:
    1) Initial Complete Submittal: 044200-01. First Re-Submittal: 044200-01-R1.
    2) Initial Partial Submittal: 044200-01-P1. Second Partial Submittal: 0044200-01-P2. First Re-submittal of Second Partial Submittal: 044200-R1-P2.

1.10 REJECTED SUBMITTALS

A. Contractor shall make corrections required by the Architect and resubmit.

B. If the Contractor considers any correction or notation on the returned submittals to constitute a change to the contract drawings or specifications, he shall provide notice to the Architect and District.

C. If changes are necessary to submittals, the Contractor shall make such revisions and submission of the submittals in accordance with the procedures above. No item of work requiring a submittal change is to be accomplished until the changed submittals are approved.

1.11 NO EXCEPTIONS TAKEN OR MAKE CORRECTIONS NOTED SUBMITTALS

A. Acceptance will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor is responsible for the satisfactory construction of all work.

1.12 NO EXCEPTIONS TAKEN OR MAKE CORRECTIONS NOTED SAMPLES

A. Acceptance of a sample is only for the characteristics or use named in such acceptance and is not be construed to change or modify any contract requirements. Before submitting samples, the Contractor shall assure that the materials or equipment will be available in quantities required in the project. No change or substitution will be permitted after a sample has been accepted.

B. Match the accepted samples for Materials and equipment incorporated in the work. If requested, accepted samples, including those which may be damaged in testing, will be returned to the Contractor, at his expense, upon completion of the contract. Samples not accepted will also be returned to the Contractor at its expense, if so requested. Failure of any materials to pass the specified tests will be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material. District reserves the right to disapprove any material or equipment which previously has proved unsatisfactory in service.

C. Samples of various materials or equipment delivered on the site or in place may be taken by the District Construction Manager or Project Manager for testing. Samples failing to meet contract requirements will automatically void previous acceptance, and Contractor shall replace such materials or equipment at Contractor expense to meet contract requirements.

D. Acceptance of the Contractor's samples by the AOR or District does not relieve the Contractor of his responsibilities under the contract.

1.13 WITHHOLDING OF PAYMENT

A. Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

B. No payment for materials incorporated in the work will be made if all required Designer of Record or required District approvals have not been obtained.

C. No payment will be made for any materials incorporated into the work for any conformance review submittals or information only submittals found to contain errors or deviations from the Solicitation or Accepted Proposal.

1.14 SUBMITTAL REQUIREMENTS

A. Shop Drawings

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. Copies Required. Each submittal shall include one (1) PDF format digital file, 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.

3. Corrections. The Contractor shall make all corrections required by Architect and shall resubmit, as required by Architect, corrected digital files 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 by the District.

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.
5. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed detail.
6. Fully illustrate requirements of the Contract Documents. Include the following information, as applicable:
    a. Dimensions
    b. Weights and measures
    c. Identification of products
    d. Fabrication and installation drawings
    e. Roughing-in and setting diagrams
    f. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring
    g. Electrical power requirements
    h. Shopwork manufacturing instructions
    i. Templates and patterns
    j. Schedules
    k. Design calculations
    l. Compliance with specified standards
    m. Notation of coordination requirements
    n. Notation of dimensions established by field measurement
    o. Relationship to adjoining construction clearly indicated
    p. Seal and signature of California professional engineer or other engineer if specified
    q. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring
    r. Other information as necessary or required by the Contract Documents

B. Samples

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 by the District.
    a. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate.

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

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 Contract Documents.

4. Identification: Attach label on unexposed side of Samples that includes the following information:

   a. Generic description of Sample

   b. Product name and name of manufacturer

   c. Sample source

   d. Number and title of appropriate Specification Section

   e. District Project name and number

   f. Contractor's name

   g. Date of submittal

5. Disposition: Maintain sets of all approved Samples at Project site, available for quality-control comparisons throughout the course of the Project. Sample sets may be used to determine final acceptance of construction associated with each sample or sample set.

   a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.

   b. Samples not incorporated into the Work, if any, or otherwise designated as District's property, are the property of Contractor.

6. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

   a. Number of Samples: Submit 6 full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line.

7. Samples for Verification: Where required by the Contract Documents, submit full-size units of Samples, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

a. Number of Samples: Unless indicated otherwise, submit six sets of Samples. Architect will retain two Sample sets; remaining four sets will be returned.

i) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.

ii) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by Sample, submit at least four sets of paired units that show approximate limits of variations.

8. 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.

C. Other Submittals

1. General: Prepare and submit Submittals required by other Specification Sections.

a. Test and Inspection Reports: Comply with requirements specified in Section 01 45 00 Quality Control.

b. Coordination Drawings: Comply with requirements specified in Section 01 31 00 Project Management and Coordination.

i) Coordination Drawings are required where limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.

ii) Contractor shall not start any portion of the Work without approval of coordination submittals from the Architect.

c. Coordination Documents (Mechanical, Electrical, and Plumbing)

i) Contractor is required to submit Coordinated Mechanical, Electrical, Plumbing Layout Drawings to coordinate installation and location of HVAC ductwork, grilles, diffusers, hydronic piping, fire sprinklers, plumbing, light fixtures and electrical services (including, but not limited to floor boxes, conduits, cable trays, low voltage systems, fire alarm, etc.).

ii) Coordinated MEP Layout Drawings are to be composite ¼" equals 1 foot scale drawings that show all services color-coded on a single sheet. Drawings are to be coordinated with structural framing systems and architectural systems (roofing, ceilings, finishes). Section drawings, with detailed elevations above finished floor for ducts, piping, fixtures, etc. are to be included to identify and avoid conflicts.

iii) Coordination Documents shall be submitted for review by Architect and engineers prior to submittal of MEP shop drawings.

iv) Shop drawings for the systems noted in 1.07.A.2 will not be reviewed before the MEP Coordination Documents are signed off by representatives of each of the Mechanical and Electrical sub-contractors as well as the Contractor.

v) Contractor to hold coordination meetings to complete these Coordination Documents, attended by all Mechanical, Electrical, and Plumbing sub-contractors

whose work scope is represented in the Coordination Documents. These meetings shall be scheduled in the CPM Schedule.

vi) No fabrication work or field installation shall commence before the Coordination Documents are signed off by representatives of each of the Mechanical, Electrical, and Plumbing sub-contractors.

vii) See Mechanical, Electrical, and Plumbing Specification Sections for additional requirements.

2. Product Data: Submit manufacturer's printed literature in original form as required in the Contract Documents. Submittal shall include specifications, physical dimensions, and ratings of all equipment. Furnish performance curves for all fans and pumps. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on submittal and superfluous information shall be crossed out in the same manner on all copies. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and any supplemental information that may be available or requested.

3. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

4. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Report (PQR) on AWS forms. Include names of firms and personnel certified.

5. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

6. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

7. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

8. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

9. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

10. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

    a. Name of evaluation organization

    b. Date of evaluation

    c. Time period when report is in effect

d. Product and manufacturer's names

e. Description of product

f. Test procedures and results

g. Limitations of use

11. Schedule of Tests and Inspections: Comply with requirements specified in Section 01400 Quality Control Requirements.

12. Preconstruction Test Reports: Prepare test reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

13. Compatibility Test Reports: Prepare test reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

14. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product of after product is installed in its final location, for compliance with requirements in the Contract Documents.

15. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Section 01 78 23 (Operation and Maintenance Data.)

16. Manufacturer's Installation and Operations Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Manufacturer's Instructions shall be available for review on site at all times. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

    a. Preparation of substrates

    b. Required substrate tolerances

    c. Sequence of installation or erection

    d. Required installation tolerances

    e. Required adjustments

    f. Recommendations for cleaning and protection

17. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

    a. Name, address, and telephone number of factory-authorized service representative making report.

    b. Statement on condition of substrates and their acceptability for installation of product.

    c. Statement that products at Project site comply with requirements.

    d. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.

e. Results of operational and other tests and a statement of whether observed performance complies with requirements.

f. Statement whether conditions, products, and installation will affect warranty.

g. Other required items indicated in individual Specification Sections.

18. Material Safety data sheets (MSDS): Do not submit MSDS for review. Any submitted MSDS will be returned unreviewed.

19. DEFERRED APPROVALS

a. Submit detailed plans, specifications and engineering calculations for all deferred approval items to the District. All deferred submittals shall be prepared, signed and stamped by the appropriate State of California licensed engineer.

b. Contractor shall comply with DSA EPR procedures for all deferred submittals. See DSA PR 18-04 for additional information.

c. Contractor is responsible for all costs to comply with DSA EPR procedures for all deferred submittals.

d. Fabrication and installation of deferred approval items shall not be started until detailed plans, specifications and engineering calculations have been accepted by the Architect and approved by the Division of the State Architect.

PART 2 - PRODUCTS: Not used.

PART 3 - EXECUTION: Not used.

END OF SECTION 01 33 00

SECTION 01 35 00

SPECIAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 29 00 – "Payment Procedures"

C. Section 01 33 00 – "Submittal Procedures"

D. Section 01 78 36 – "Warranties"

E. Section 01 78 39 – "Project Record Documents"

F. Section 01 79 00 – "Demonstration and Training"

G. Divisions 2 through 33 Sections for Contract Closeout Procedure requirements for the work in those Sections.

1.3 SUMMARY

A. In Compliance with CEQA requirements, the District conducted an Initial Study to ascertain if the project may have an effect on the environment. The Initial Study identified potential impacts on the environment. However, all potential impacts of the proposed Project can be avoided or reduced to a less-than-significant level by implementation of the following mitigation measures. Contractor shall conform with the following mitigation measures, including but not limited to, the following:

1. Noise Control Plan
2. Dust Control Plan
3. Traffic Control Plan
4. Spill Prevention, Control and Countermeasure Program
5. Tree Protection Plan
6. Migratory Bird Protection Plan
7. Cultural Resources Protection Plan

B. In no case shall the restrictions identified in this Section limit the Contractor's responsibility for compliance with all Federal, state, and local safety ordinances and regulations.

1.4 NOISE CONTROL

A. Definitions

1. Noise is any audible sound which has the potential to annoy or disturb humans, or to cause an adverse psychological or physiological effect on humans.
2. Daytime refers to the period from 7 AM to 7 PM local time daily, except Sundays and Federal holidays.
3. Evening refers to the period from 7 PM to 10 PM local time daily, except Sundays and Federal holidays.
4. Nighttime refers to the period from 10 PM to 7 AM local time daily, as well as all day Sunday and Federal holidays.
5. Nuisance Noise refers to sound levels that annoy or disturb a reasonable person of normal sensitivities, but do not exceed the noise limits specified herein.
6. Lot-line refers to the line separating the campus from another parcel or from the street.
7. Background Noise shall be defined as the measured ambient noise level associated with all existing environmental, transportation, and community noise sources in the absence of any audible construction activity.
8. dBA shall be defined as the sound level (in decibels referenced to 20 micro-pascals) as measured using the A-weighting network on a sound level meter, in accordance with ANSI S1.4 Standards.
9. Lmax shall be defined as the maximum measured sound level at any instant in time.
10. Leq shall be defined as the equivalent sound level, or the continuous sound level that represents the same sound energy as the varying sound levels, over a specified monitoring period.
11. L10 shall be defined as the sound level exceeded 10 percent of the time for a specified monitoring period.
12. Slow specifies a time constant or 1 second for the root-mean-square (RMS) detector used by a sound level meter, in accordance with ANSI S1.4 Standards.
13. Impact noise is noise produced from impact or devices with discernible separation in sound pressure maxima. Examples for impact equipment include, but are not limited to; blasting, clam shovel or chisel drops, pavement breakers, jackhammers, hoe rams, mounted impact hammers, and impact pile drivers (but not vibratory pile drivers).

B. The intent of this Section is to minimize construction noise within construction areas, lay-down areas, and communities adjacent to the construction site. To this end, the Contractor and all subcontractors, suppliers, and vendors, are required to comply with all applicable noise regulations, specification requirements, and the noise level limits specified herein.

C. The Contractor shall use equipment with efficient noise-suppression devices and employ other noise abatement measures such as enclosures and barriers necessary for the protection of the public, as necessary.

D. The Contractor shall schedule and conduct operations in a manner that will minimize, to the greatest extent feasible, the disturbance to the public in areas adjacent to the Work and to occupants of buildings in the vicinity of the Work.

E. After the Preconstruction Meeting and prior to the commencement of the Work at the Site, Contractor shall submit a Noise Control and Monitoring Plan for review and acceptance by the District.

1. The Noise Control and Monitoring Plan shall describe the noise monitoring and reporting procedure to be used during construction, the procedures for predicting construction noise levels prior to performing construction activities, and describe the noise reduction measures required to meet the noise level limitations and minimize nuisance noise conditions. Noise generating equipment shall not be operated prior to acceptance of the Noise Control and Monitoring Plan.
2. The Noise Control and Monitoring Plan shall identify and describe the following in detail:
    a. The receptor locations where noise monitoring will be performed. Include a site plan showing all locations.
    b. The type of noise level measurement device that will be used.
    c. The noise monitoring methods and procedures that will be used.
    d. The data reporting method that will be used.
    e. The response procedure and actions to be taken by the Contractor for any lot-line, educational facility, or equipment noise level that exceeds the noise limits specified in this Section. The response procedure may include, but not be limited to, use of additional noise reduction materials and equipment.
    f. The noise complaint response and resolution procedures.
    g. A description of the anticipated significant noise generating construction activities.
    h. An inventory of construction equipment to be utilized and the associated noise levels for each.

F. Submit a current laboratory calibration conformance certificate for the noise monitoring equipment to be used prior to performing any noise level monitoring. Submit updated certificates following subsequent yearly calibrations, or upon completion of repairs to the instrument, for the duration of this Contract.

G. Noise Control Measures: Contractor shall implement the following noise-control measures to reduce and control noise generated from construction, demolition, and construction related activities:
1. Restrict noise-producing construction activities Monday through Friday between the hours of 7:00am to 3:30pm, or until 5:30pm with city engineers approval. Saturday from 8:00am to 5:00pm with city engineers approval. Construction on Sundays shall be avoided, if possible, and there will be no construction on public holidays without prior written request submitted to and written approval returned by the District, at its sole discretion. A decision by the District to deny Sunday or holiday work shall not be deemed to cause a delay in the Contract Time. When activities must occur outside the hours specified above, conform with notification requirements of this Section and utilize local barriers around equipment and other noise attenuating devices if necessary to limit noise to acceptable levels.
2. Comply with all City of Woodland requirements regarding both allowable hours of Work and noise level limitations.
3. Contractor shall comply with applicable regulatory requirements for the operation of powered construction equipment during all phases of construction.
4. All construction equipment shall have appropriate mufflers, intake silencers, and other required noise-control features, shall be properly maintained and in compliance with State standards.

5. Vehicles and other gas or diesel powered equipment shall be prohibited from unnecessary warming up, idling, and engine revving.
6. Impact tools shall utilize "quiet technology" to minimize noise.
7. Contractor shall provide and post signs at the Site giving the name and telephone number or e-mail address of the District and/or designated College Representative whom the public should contact regarding any noise complaints. If necessary due to complaints, Contractor shall provide additional noise-attenuating measures such as additional mufflers or engine shrouding.

H. Secure written permission from the District at least three (3) working days prior to using noisy and vibratory equipment, such as jackhammers, concrete saws, impact tools, and high frequency electrical equipment. Cooperate with District if the use of noisy equipment becomes objectionable to college employees and/or students

I. The work must be conducted so that nearby residents will not be disturbed at any time during the Work including, but not limited to, the following requirements:

1. The Contractor shall perform all work within the permissible noise levels, day of week, or weekend and hour of day limitations, and within the guidelines established by applicable federal, state, and municipal codes, regulations, laws, and standards.
2. During the Work, the Contractor shall ensure that all noise generated from construction-related equipment and construction activity complies with applicable Yolo County and City of Woodland noise standards and thresholds where technically feasible. Noise standards and thresholds of Yolo County and City of Woodland are therefore included, by reference, in the Contractor's contract.
3. In the event of complaints from nearby residents or the campus community, the Contractor shall measure noise levels at adjacent residential lot lines. In the event that construction noise exceeds the specified limits, the responsible construction activity shall cease until appropriate noise control measures are implemented. In the event that the measured noise level exceeds allowable limits as specified in this Section, or is resulting in nuisance conditions, the Contractor shall immediately alter operations or use noise reduction materials and methods to reduce noise levels or to alleviate the nuisance conditions.
4. Do not use loud vocal or mechanical signals. Use of outside speakers, loud radios and similar devices are prohibited.
5. Not Used.
6. Work shall be performed in a manner to prevent nuisance conditions such as noise which exhibits a specific audible frequency or tone (e.g., backup alarms, poorly maintained equipment, brake squeal, etc.) or impact noise (e.g., jackhammers, hoe rams). The District will make any final interpretation concerning whether or not nuisance noise conditions exist. Only the District representatives and specifically designated College representatives have the authority to stop the Work until nuisance noise conditions are resolved, without additional Contract Time or compensation for the Contractor.

1.5 DUST CONTROL PLAN

A. Contractor shall develop and submit, in accordance with Section 01 33 00, a Dust Control Plan, and implement dust control measures to protect air quality during construction to control dust

emissions generated during construction, implement the following Bay Area Air Quality Management District (BAAQMD) measures for construction emissions of particulate matter over 10 microns in size (PM10):

1. Water all active construction areas at least twice daily.
2. Cover all trucks hauling soil, sand and other loose materials, or require all trucks to maintain at least 2 feet of freeboard.
3. Apply water three times daily or apply (nontoxic) soil stabilizers on all unpaved access roads, parking areas and staging areas at the Site.
4. Sweep driveways and adjacent public streets daily (with water sweepers) if visible soil materials have been carried onto adjacent public streets.
5. Suspend excavation and grading activity when winds (instantaneous gusts) exceed 25 miles per hour.
6. Limit speed of vehicles to 10 miles per hour or less on the Site.
7. If Campus or neighborhood complaints regarding objectionable dust are received by the College, the Contractor shall take immediately action to abate such conditions.

1.6 TRAFFIC CONTROL PLAN

A. Contractor shall develop and submit a Traffic Control Plan, and implement the traffic control plan to minimize the effects of construction traffic on the Campus and surrounding residential areas, as appropriate. Submit the plan in accordance with Section 01 33 00 to the District for review and approval.

B. The Construction traffic control plan will include, at a minimum, the following requirements:

1. Provide clearly marked pedestrian detours if any sidewalk or pedestrian walkway closures are necessary. Provide clear directional signage as required.
2. Provide clearly marked bicycle detours if bicycle routes must be closed, or if bicyclist safety would be otherwise compromised. Provide clear signage as required.
3. Provide crossing guards and/or flag persons as needed to avoid traffic conflicts and ensure both pedestrian and bicyclist safety at all times.
4. Use nonskid traffic plates over open trenches to minimize hazard.
5. Locate all stationary equipment as far away as possible from areas used heavily by vehicles, bicyclists and pedestrians.
6. Notify and consult with emergency service providers, including the Campus Police Department, and maintain clear, unobstructed access by whatever means necessary to expedite and facilitate the passage of emergency vehicles.
7. Obtain City of Woodland approval for preferred construction traffic routing over public streets, location of temporary curb cuts, if any, and/or other construction traffic access and egress from public streets to the Site. Consult with District concerning preferred construction traffic routing prior to requesting City approval. Contractor shall be responsible for obtaining any required permits and for all associated costs.
8. Avoid routing construction traffic through residential areas to the extent feasible. Prohibit mobilization and demobilization of heavy construction equipment during AM and PM peak traffic hours, and pursuant to City of Woodland requirements.

9. Provide access for drive ways and private roads outside the immediate construction zone by using steel plates or temporary backfill as necessary.
10. Prohibit construction worker parking in student parking lots and in residential areas.

C. Contractor shall notify the District, Project Inspector, Campus Police Department, city and county agencies, as applicable, a minimum of five (5) working days in advance of performing work which necessitates closing or interfering with traffic on public thoroughfares, parking areas, driveways and walks. Obtain written permission prior to effecting such closures and interruptions.

D. The District will designate an entrance to the Site for the Contractor's use for the Work.

1.7 SPILL PREVENTION, CONTROL AND COUNTERMEASURE PROGRAM

A. Contractor shall prepare and implement a Spill Prevention, Control and Countermeasure Program (SPCCP) to minimize the potential for and effects from spills of hazardous, toxic or petroleum substances during construction and demolition activities. Submit a SPCCP Plan to the District in accordance with Section 01 33 00 and obtain approval of the SPCCP before any construction or demolition activities begin at the Site.

B. Contractor shall routinely inspect the construction area to verify that the measures specified in the SPCCP are properly implemented and maintained. Inform the District immediately if there is a noncompliance issue and take immediate measures to restore compliance.

C. The federal reportable spill quantity for petroleum products, as defined in 40 CFR 110, is any oil spill that includes any of the following:

1. Violates applicable water quality standards.
2. Causes a film or sheen on or discoloration of the water surface or adjoining shoreline.
3. Causes a sludge or emulsion to be deposited beneath the surface of the water or adjoining shorelines.

D. If a spill is reportable, notify the District’s Representative and take action to contact appropriate safety and clean-up crews to ensure that the SPCCP is followed.

1. A written description of reportable releases must be submitted to the District’s Representative and to the San Francisco Bay Regional Water Quality Control Board (RWQCB). This submittal must contain a description of the spill, including the type of material and an estimate of the amount spilled, the date of the release, an explanation of why the spill occurred and a description of the steps taken to prevent and control future releases. Document the releases on a spill report form.
2. If a reportable spill has occurred and results determine that project activities have adversely affected surface water or groundwater quality, the District will engage a registered environmental assessor at Contractor’s expense for a detailed analysis to identify the likely cause of contamination. This analysis will conform to American Society for Testing and Materials (ASTM) standards and will include recommendations for reducing or eliminating the source or mechanisms of contamination.
3. Based on this analysis, the Contractor shall select and implement measures to control contamination, with a performance standard that groundwater quality must be returned to baseline conditions. These measures will be subject to approval by the District.

1.8 TREE PROTECTION PLAN

A. Develop and submit a Tree Protection Plan to the District in accordance with Section 01 33 00 and obtain approval prior to Start or Work on site. The plan shall include full-size drawings of the Site and indicate all trees that may be impacted by the Work, and all trees that will require proactive protection from damage. Protective measures must be indicated in the plan and on the Drawings.

B. Definitions:

1. Dripline: The area on the ground from the trunk of any tree to the point directly below the outermost tips of the foliage of that tree.
2. Root Protection Zone ("RPZ"): The areas enclosed with tree protection fencing as designated on the Drawing(s).
3. Tree damage: Tree damage shall include, but not limited to, the following: Significant injury to the root system or other parts of a tree including burning, application of toxic substances, damaging through contact with equipment or machinery, changing the natural grade within the Dripline or RPZ, compacting the soil within the Dripline or RPZ, interfering with the normal water requirements of the tree, unauthorized trenching or excavating within the Dripline or RPZ, or unauthorized removal of more than 1/3 of the live wood, foliage or roots.

C. Root Protection: No storage of materials or equipment will be allowed within the Dripline. Whenever possible, excavation shall be on a radial line, diverging from the tree trunk. For items of Work delayed materially beyond the date of Substantial Completion, provide update submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.

D. Exposure to harmful substances: No storage or dumping of any substances that may be harmful to trees shall occur at any location on the Site.

E. Where construction is to be performed in the vicinity of trees and shrubbery, the Work shall be carried on in a manner that will cause minimum damage. District will designate trees that are to be removed. Under no circumstances are additional trees to be removed without written permission from District. Trees and shrubbery that are not to be removed shall be protected from injury or damage resulting from Contractor's operations.

F. Any tree that is removed without District's permission or is irreparably damaged, in the opinion of District, shall cost Contractor in damages [$100.00] per square inch of cross section, measured at 4 ½ feet above ground, but not less than [$250.00], such cost to be deducted from monies due or to become due under the Contract. If tree protection is not performed or is not performed adequately and District determines that a tree has been irreparably damaged, Contractor shall pay the same amount of damages as for unauthorized removal of a tree. Contractor shall immediately report all tree damage to District, so that District may determine applicable damages.

1.9 MIGRATORY BIRD PROTECTION

A. Conduct tree removal and building demolition outside of the migratory bird nesting season. The bird nesting season for migratory birds in this part of California is March 1st through July 31. See Section 00 31 24.33, Table 1, Section IV, Biological Resources for more information on the bird nesting season.

B. If tree removal or building demolition must take place during the bird nesting season, these activities shall be preceded by a survey paid for by the District for nesting migratory birds by a certified Wildlife Biologist in the State of California. If bird nests are discovered in the trees or on the buildings, they shall not be removed while the nest(s) are active. Contractor shall plan and schedule to remove all trees and buildings during the non-bird nesting season, which is between August 1st and February 28th each year to avoid the need for such activities during the bird nesting season. Any delays as result of tree or building removal that could not occur during the bird nesting season due to active nests are the responsibility of the Contractor if said delays were within the control of the Contractor by performing the work in the non-bird nesting season.

1.10 CULTURAL RESOURCES PROTECTION PLAN

A. Develop and submit a Cultural Resources Protection Plan in accordance with Section 01 33 00. If buried cultural resources, such as chipped or ground stone, historic debris, building foundations or human bones or paleontological resources are discovered inadvertently during ground-disturbing activities, Contractor shall avoid any further disturbance of the materials and immediately discontinue earthwork within 100 feet of the find. Contractor shall notify District's Representative immediately upon encountering cultural resources. Contractor shall be prepared to move on to another location or phase of work, allowing sufficient time for District's Representative to evaluate the nature and significance of the find and implement appropriate management procedures.

B. In the event that prehistoric human remains are encountered, further excavation or disturbance of the site shall cease immediately, pursuant to Health and Safety Code 7050.5. Contractor shall notify District's Representative immediately upon encountering human remains. Contractor shall move on to another location or phase of Work to allow proper assessment of the situation.

C. If human remains of Native American origin are discovered during construction, it will be necessary to comply with State laws relating to the disposition of Native American burials, which fall under the jurisdiction of the NAHC (Public Resources Code (PRC) Section 5097. Consequently, if any human remains are discovered or recognized in any location other than a dedicated cemetery, there will be no further excavation or disturbance of the site or any nearby areas reasonably suspected to overlie adjacent human remains:

1. Until the Yolo County Coroner has been informed and has determined that no investigation of the cause of death is required;
2. If the remains are of Native American origin;
   a. The descendants of the deceased Native American(s) have made a recommendation to the landowner or the person responsible for the excavation work regarding means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98 or
   b. The NAHC has been unable to identify a descendent or the descendent failed to make a recommendation within 24 hours after being notified by the NAHC.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01 35 00

SECTION 01 35 20

SITE SECURITY AND SAFETY

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 31 00 – "Project Management and Coordination"

C. Section 01 31 19 – "Project Meetings"

D. Section 01 41 00 – "Regulatory Requirements"

E. Section 01 66 13 – "Product Storage and Handling Requirements for Hazardous Materials"

F. Section 01 35 00 – "Special Procedures"

G. Section 01 50 00 – "Temporary Facilities and Control"

H. Section 01 77 00 – "Contract Closeout Procedures"

I. Section 01 78 39 – "Project Record Documents"

J. Divisions 2 through 33 Sections for Site Security and Safety requirements for the work in those Sections.

1.3 SUMMARY

A. This Section specifies the requirements for Site safety and security.

1.4 CONTRACTOR RESPONSIBILITIES

A. The Contractor is constructive owner of Project site. This includes the mobilization and material staging areas.

B. The 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 protection of all materials delivered and work performed until Final Completion by the District.

C. All work shall be solely at the Contractor's risk, with the exception of damage to the work caused by "acts of God" as defined in Public Contract Code Section 7105(b)(2).

D. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by applicable law, ordinance, regulation or governmental orders in connection with the performance of the Contract, or otherwise required by the type or nature of the Work.

E. Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs. Prior to commencement of Work at the Site, the Contractor shall provide the District with the Contractor's proposed site-specific safety plan for the Work for the District's review.

F. Contractor shall take, and require all subcontractors to take, all necessary precautions for safety of workers on the Work 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.

G. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes, Contractor shall furnish, erect and properly maintain at all times, as directed by District or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and 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.

H. The Contractor and Subcontractors shall continuously protect the Work, the District's property, and the property of others, from damage, injury, or loss arising in connection with operations under the Contract Documents. The Contractor and Subcontractors, at their own expense, shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the District. The Contractor shall immediately repair or replace all property damaged or lost due to Contractor's, or Subcontractor's, failure to protect the Work or otherwise caused by Contractor or Subcontractor operations. A determination as to cause of damage or insurance or risk coverage at any level shall not delay repair or replacement. Contractor shall not rely on District insurance or risk coverage. If Contractor or Subcontractor disagrees with the District's determination of cause, a claim may be filed in accordance with these Contract Documents.

I. Contractor shall maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.

J. Contractor shall protect the Work, material, and/or equipment to be incorporated therein, whether in storage on or off the Site, and under the care, custody, or control of the Contractor or the Contractor's Subcontractors.

K. 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, such violation shall be corrected promptly.

L. Contractor shall require that Subcontractors participate in, and enforce, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors.

1. Subcontractors shall enforce the District's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

2. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.
3. All Subcontractors and material or equipment suppliers shall cooperate fully with Contractor, the District, and all insurance carriers and loss prevention engineers.
4. Subcontractors shall immediately report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses.

1.5 CONFORMANCE WITHIN ESTABLISHED LIMITS

A. The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the District, or the Contractor in the case of Subcontractors, and shall not unreasonably encumber the premises with construction equipment or materials.

1.6 CONTRACTOR NOTICES

A. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

1.7 SITE SAFETY OFFICER

A. Contractor shall designate a responsible member of its organization on the Work, whose duty shall be to enforce the Contractor's Safety program Plan, 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. The name and position of person so designated shall be reported to District in writing by Contractor within ten (10) days of award of the Contract.

B. District's representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

1.8 SAFETY PROGRAM PLAN

A. Prior to commencing Work at the Site, Contractor shall submit a Safety Program Plan specifically tailored for this Project and this Site that has been reviewed and approved by an Industrial Hygienist certified by the American Board of Industrial Hygiene or a Certified Safety Professional. The Safety Program Plan shall include the name, certification number, and certification seal of the Industrial Hygienist or Certified Safety Professional. Comply with the Safety Program and all applicable federal, state, and local regulation codes, rules, law and ordinances during the course of the Work.

B. The Contractor's Safety Program Plan shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety

programs, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code SS 8350 et seq.)

C. Plan shall comply with the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards.

D. Contractor shall keep copies of all health and safety-related plans on the Site at all times.

E. Receipt and/or review of the Safety Program Plan by District shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.

F. It is essential that Contractor and each Subcontractor implement an effective and vigorous site specific Safety Program for the Work.

G. The Contractor shall have sole responsibility for Project safety, and shall be solely responsible for providing a safe workplace

H. Safety Program Plan Components:

1. Injury and Illness Prevention Program (IIPP): Conforming to the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (Section 6401.7).

2. Site-Specific Safety and Health Plan (SSHP): This Plan shall describe the health and safety procedures that shall be implemented during the Work in order to ensure safety of the public and those performing the Work. Follow the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4)f.

3. Permit-Required Confined Space Program: (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5157). Permit-required space entry is allowed only through compliance with a permit-required confined space program meeting the requirements of Section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, verbally notify Engineer of the permit space program followed, and of any hazards confronted or created in permit-required spaces during entry operations.

4. A written and certified workplace hazard assessment as required by OSHA and Cal OSHA, updated on a regular basis, and maintained on site. The certified hazard assessment shall be made available immediately upon request by the District, the Architect, or the Inspector of Record.

I. Supply sufficient hard hats to properly equip all employees, workers, and visitors. Hard hats shall be mandatory as per CAL OSHA Construction Safety orders.

J. Whenever an exposure exists, appropriate personal protective equipment (PPE) shall be used by all affected personnel. Contractor shall provide PPE to all personnel under Contractor's direction and responsibilities.

K. After review by District, the implementation and enforcement of all Safety-related plans shall become the responsibility of the Contractor and Site Safety Officer. The Contractor shall notify the District in writing of any changes to Safety-related plans.

1.9 SAFETY PRECAUTIONS

A. The Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage injury or loss to:

1. Employees on the Work and other persons who may be affected thereby
2. The Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors
3. Other property or items at the site of the Work, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction. The Contractor shall
4. take adequate precautions and measures to protect existing roads, sidewalks, curbs, pavement, utilities, adjoining property and improvements thereon (including without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto. Without adjustment of the Contract Price or the Contract Time, the Contractor shall repair, replace or restore any damage or destruction of the foregoing items as a result of performance or installation of the Work.
5. The Contractor shall at all times maintain good housekeeping practices to reduce the risk of fire damage.
6. Good housekeeping practices shall be maintained continually on all areas of the Site and the Work. District may request that the Contractor hire additional staff or help until housekeeping in a work or storage area is improved. All scrap materials, rubbish and trash shall be removed daily from in and about the building and shall not be permitted to be scattered on adjacent property.

B. Suitable storage space shall be provided outside immediate building areas for storing flammable materials and paints. Excess flammable liquids being used inside the building shall be kept in closed metal containers and be removed from the building during unused periods.

C. A fire extinguisher shall be available at each location where cutting or welding is being performed. Where electric or gas welding or cutting work is done, interposed shields of incombustible material shall be used to protect against fire damage due to sparks and hot metal. When temporary heating devices are used, a watchman shall be present to cover periods when other workmen are not on the premises.

D. The Contractor shall provide fire extinguishers in accordance with all OSHA and Cal OSHA requirements, and the recommendations NFPA Bulletins Nos. 10 and 241.

1.10 REQUIREMENTS FOR EXISTING SITES

A. Deliver materials to building area over route(s) approved by the District.

B. Take preventive measures to eliminate objectionable dust, noise, or other disturbances.

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

D. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a licensed land surveyor or civil engineer, and all

lawfully required maps and records shall be filed with county and local authorities at no cost to the District. All related filing and plan check fees shall be paid by Contractor.

E. 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. All permits, licenses, or inspection fees required for such repair Work shall be obtained and paid for by Contractor.

F. The Contractor, at Contractor's expense, will remove all mud, water, or other elements as may be required for the proper protection of existing improvements, and prosecution of the Work.

G. Protect all other property at the Site or adjacent thereto as required, such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

1.11 **SAFETY AND EMERGENCY CONDITIONS**

A. Emergency Action: In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided herein. Emergency conditions shall be any condition at the Site which has the actual or potential for significant adverse effects to persons or property, whether or not resulting from the Contractor's operations.

B. Accident Reports: The Contractor shall promptly report in writing to the District all accidents arising out of or in connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the District and Campus Police Department.

C. The District's Representatives and Project Inspector, as appropriate, shall be notified of the existence of such a condition, but shall not be called upon to perform any emergency service. The fact that the District may not respond to the emergency condition shall not be used as an excuse by the Contractor to neglect immediate action; nor will the District or its Representatives be liable for any resulting condition. The fact that a representative of the Contractor may not be present when emergency conditions occur shall not relieve the Contractor from an immediate response to the situation which shall return the disruption to normalcy.

D. If the emergency circumstances are not the result of any fault or neglect of the Contractor, the Contract time shall be adjusted to reflect the actual direct effect of such actions to the then critical path of the Construction Progress Schedule. The foregoing notwithstanding, adjustments of the Contract Price or the Contract Time for actions taken by the Contractor in response to emergency circumstances shall be subject to the Contractor's strict compliance with all other applicable provisions of the Contract Documents relating to notices and time for delivery of notices.

1.12 **SAFETY SIGNS AND BARRICADES**

A. The Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities.

B. Contractor shall properly protect the Work:

1. With lights, guard rails, fencing, temporary covers and barricades. The entire project boundary shall have a temporary chain link construction fence .with "authorized personnel only" signs every 50 feet. Material staging areas are requested to have temporary chain link fencing with lockable gates.
2. Enclose excavations with proper barricades.
3. Brace and secure all parts of the Work against to protect against inclement weather and to prevent accidents.

C. Provide such additional forms of protection that may be necessary under during the course of the Work.

D. Contractor shall provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Contractor shall be responsible for the protection in excess of such minimum requirements as required.

E. Contractor shall prevent unauthorized persons from the entering the Work Site(s).

1.13 **CONTROL OF SITE**

A. Contractor shall ensure that no alcohol, firearms, weapons, or controlled substances are present on the Project Site. Contractor shall immediately remove from the Site and terminate from this Project the employment of any employee found in violation of this provision.

1.14 **SITE SECURITY**

A. Contractor shall take and be fully responsible for all reasonably required measures to protect and maintain the security of persons, existing facilities, and property at the Site, including prevention of theft, loss, and/or vandalism by persons lawfully present on the Site, including non-working times. Contractor's measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site, who they represent, what they are delivering, and to whom.

B. No claim shall be made against District by reason of any act of an employee or trespasser, and Contractor shall repair all damage to District's property resulting from Contractor's failure to provide adequate security measures.

C. But for immediate access to and from the Contractor controlled Site and staging area(s), the access gates shall remain closed and locked at all times. Contractor shall appoint one person to monitor access through the gate and maintain the sign-in/out list. Alternatively, Contractor may provide a full-time security guard at the gate to control access and maintain the sign-in/out list. The sign in/out list shall be available to District

at any time, upon request. If District determines that the gate has been left unlocked, Contractor shall, if requested by District, provide a full time guard at no additional expense to the District.

D. The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the District, observe the boundaries of the Site designated by the District, park only in those areas designated by the District, which areas may be on or off the Site, and comply with any parking control program established by the District, such as furnishing license plate information and placing identifying stickers on vehicles.

E. Contractor shall supply all security fencing, barricades, lighting, and other security measures as required to protect and control the Site.

F. The Contractor shall be responsible for providing security services for the Site as needed for the protection of the Site and as determined in the District's sole discretion.

1.15 OPERATORS OF MOBILE EQUIPMENT SAFETY

A. Under Federal and State Safety requirements, Contractor must certify that all operators of mobile equipment including but not limited to forklifts, cranes, man-lifts, scissor and boom lifts, and similar equipment are required to have been trained and/or certified on the proper operation of such equipment. Copies of equipment training and certification records shall be forwarded, upon request, to the District.

1.16 SAFETY REQUIREMENTS

A. Contractor shall meet and comply with requirements of current local, State and Federal regulations.

B. Contractor shall meet and comply with the following rules:

1. The Contractor will provide and maintain at the Site first-aid supplies that comply with the current Occupational Safety and Health Regulations.
2. Hard hats shall be worn at all times. (This includes welders when using welding hoods)
3. Sleeved shirts shall be worn at all times. (No tank tops)
4. If required, Fire Retardant Clothing (FRC) shall be supplied by Contractor for all their employees.
5. One Hundred Percent (100%) Fall Protection Policy: All subcontract employees shall comply with Fall Protection Policy. The Policy simply states "Anytime employees are working from an unprotected elevation of six (6) feet or more, fall protection must be used." Working, as stated above, means while traveling, stationary, or anytime exposed to a fall from a surface not protected by approved handrails, cable or some other approved fall elimination device. Adherence to this policy is a requirement of your Subcontract.

C. Hazards Control:

1. When use or storage of any hazardous materials or equipment, or unusual method is necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the District any time that explosives or hazardous materials

are expected to be stored on Site. Location of storage shall be coordinated with the District and local fire authorities.

2. Store volatile wastes in covered metal containers and remove from premises daily.
3. Prevent accumulation of wastes that create hazardous conditions.
4. Provide adequate ventilation during use of volatile or noxious substances.

D. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.

1. Do not burn or bury rubbish or waste material on the Site.
2. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
3. Do not dispose of wastes into streams or waterways.

E. Provide accident information on the forms provided by Contractor. This information shall be provided on the same day as the occurrence of said incident and shall be submitted to District within a reasonable time.

1.17 ADDITIONAL SAFETY CONTROLS

A. According to industry practices, it is the responsibility of the Contractor and subcontractors of every tier to exercise reasonable care to prevent work-related injuries and property and equipment damage at the Site, as well as minimize risk to the public and third-party property. The Contractor, all sub-contractors, suppliers, and installers shall undertake loss control prevention practices according to the requirements set forth by federal, state and city laws, statutes, and the specific procedures developed for this Project.

B. Contractors and subcontractors participating in the project will be expected to comply with the following safety and loss control requirements:

1. All sub-contractors, suppliers, and installers shall identify their contact person(s) to the Contractor.
2. Follow District procedures regarding dealing with the media, including, but not limited to, TV, Radio, and Newspaper.
3. All construction employees will be required to be attired in workpants, shirt and appropriate boots or closed toe shoes.
4. Smoking is prohibited on the Site.
5. Controlling access to the construction site is a very high priority, and Contractors will be required to take whatever preventative measure, such as barriers, fencing, etc., as outlined in the Contract Documents.
6. Construction personnel cannot enter District property other than the construction site unless accompanied by District personnel, and they 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.
7. Fall protection is mandatory on all projects in accordance with CAL OSHA, OSHA and any other Local, State, and Federal appropriate code and requirements.

8. Personal radios, headsets, boom box's, or other music playing devices are not allowed on the Site.
9. All Contractors must attend the pre-construction safety 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 Site until further notice from the District.
11. Contractor personnel and subcontractor personnel at all levels will refrain from interacting with Campus staff or students unless required to prevent an unsafe situation. Personnel found speaking to staff or students for any reason unrelated to the Work or Safety shall be removed from the Site and not be allowed to return.
12. All Contractors' employees shall park in their designated parking area. Any sticker attached to the employees' vehicle that displays any form of sexual preference or reference shall be removed prior to parking at the Site. Each employee will provide their license plate number to the Contractor. Any employee disregarding this policy shall be removed from the Site until further notice from the District.
13. The Contractor shall control the break time activities of the employees to assure the cleanup of all soda cans, food wrappers, plastic bottles, or food containers from the break area. Such areas shall be cleaned immediately after the break and all waste placed in trash receptacles.
14. Theft or willful damage to any property of the District, student, or other Campus or District personnel will be prosecuted fully by the District.
15. No guns, switchblades, or knives with blades greater than two inches shall be allowed on the Site. Any employee disregarding this policy shall be removed from the Site until further notice from the District.

C. The Contractors and all subcontractors, suppliers and installers participating in the Project will further be expected to comply with the following safety and loss control requirements:

1. All Contractor, subcontractors, supplier, and installer personnel shall comply with all District, local, state, and federal emergency responder directions in the event of an emergency or disaster.
2. Any Contractors' employee observed providing or selling cigarettes or other smoking materials to students shall be removed from the Site until further notice from the District.
3. All Contractors will agree to conduct and fund post-injury drug screening of their employees. Those employees failing the test will be removed permanently from the Site.
4. The District has the right to instruct the Contractor to correct an unsafe act or condition. If the Contractor fails to correct the unsafe act or condition within the requested time frame, the District or its representative may have the condition corrected and bill the non-compliant contractor, supplier, subcontractor, or installer for the costs associated with the correction.
5. The District may require a follow-up meeting or contact if there is a death, serious and willful claim, serious disabling injury, adverse loss experience, major fire, or serious third party claim.

6. Any contractor displaying, in the opinion of the Contractor or District, a repeated disregard for safety can be removed from the Site.

D. All Contractors will advise those non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

1.18 HAZARD COMMUNICATION PROGRAM SAFETY

A. Contractor shall have a copy of the Contractor's Hazard Communication Program which shall be forwarded to the District and a copy is required to be in the possession of the Contractor on the Site. Documentation of employee Hazard Communication Training must be established by the Contractor prior to commencement of work.

B. Any potential hazardous material or chemical brought onto the project is required to be accompanied by a Material Safety Data Sheet (MSDS). Copies of the MSDS shall be forwarded to the District, and Project Inspector before the product is brought onto the Site.

C. Contractor is required to have material safety data sheets available in a readily accessible place at the 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 properly label any substance brought into the Site, and require 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.

D. Contractor is required to comply with the provisions of California Health and Safety Code section 25249, et seq., which requires the posting and giving of notice to persons who may be exposed to any chemical known to the State of California to cause cancer. The Contractor agrees to familiarize itself with the provisions of this section, and to comply fully with its requirements.

E. Contractor shall notify the District and Project Inspector before any chemical/material creating noxious or toxic fumes is used.

1.19 SHORING AND STRUCTURAL LOADING

A. The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work.

B. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform with the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction.

C. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage

the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the District.

D. The Contractor is required to provide shoring as required to protect existing buildings and other structures. All shoring to protect existing structures shall be designed by a licensed California Structural Engineer and submitted to the District prior to any work occurring in the vicinity of the existing structure(s). Contractor shall also be responsible to place monitoring points by a California Licensed Surveyor prior to the start of work to monitor any possible movement during the course of construction. Prior to, during and after nearby utilities have been installed, the Contractor's California Licensed Surveyor shall survey the pre-established survey points to confirm existing structures did not move during the installation of the nearby utility work.

E. The Contractor is responsible to provide all temporary shoring for utility trenching activities, and other temporary shoring as required by law to install new improvements. All temporary shoring noted above shall be designed by a California Licensed Civil Engineer, other than the structural shoring required by a Licensed Structural Engineer in Paragraph 1.19D above.

1.20 **SAFETY AND ELECTRICAL STANDARDS**

A. The Contractor shall comply with all safety and electrical standards to ensure that all its employees are protected by Ground Fault Circuit interrupters as required, throughout the course of the Contractor's work.

B. The Contractor is responsible for installation of any and all temporary power service for the project and shall provide it with Ground Fault Interrupter Protection with no additional cost to the District.

1.21 **HAZARDOUS SUBSTANCES**

A. No asbestos or asbestos-containing products shall be used in this construction or in any tools, devices, clothing, or equipment used to affect this construction. See Section 01 66 13, Hazardous Materials and other related Contract Documents.

B. The Contractor shall not receive, use or store at the Site any hazardous substance unless contained in a container labeled with the original label applied by the Manufacturer of such substance. The Contractor shall maintain at the Site and forward to the District and Project Inspector copies of the most current material safety data sheets with respect to each hazardous substance received, used or stored at the Site by the Contractor.

C. The Contractor shall immediately forward to the District and Project Inspector any updated material safety data sheets.

D. The Contractor shall properly label and inform the District and Project Inspector of, any pipes or piping systems containing hazardous substances used or maintained at the Site by the Contractor. Prior to the receipt of such materials at the Site, the Contractor shall submit a list of all materials which the Contractor intends to receive, use or store at the Site that are classified as hazardous substances pursuant to applicable federal, state or local Employee or Community Right to Know statutes, regulations or requirements.

1.22 **SAFETY SURVEYS**

A. Inspector of Record may conduct periodic safety surveys of the Project. Any safety discrepancy observed will be reported to the appropriate Contractor Site Safety Representative for immediate correction.

B. District, Architect, and/or Inspector of Record safety surveys do not, without any limitation, relieve the Contractor of their primary responsibility to self-inspect the Work and equipment, and to conduct the Work in a safe manner.

C. Contractor shall provide the District, and Project Inspector with Monthly Contractor Accident Statistics Reports.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION 01 35 20

SECTION 01 41 00

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Divisions 2 through 33 Sections for Regulatory requirements for the work in those sections.

1.3 SUMMARY

A. This Section includes regulatory requirements applicable to the Contract Documents and the Project and Work.

B. Specific reference in the Specifications to codes and regulations or requirements of regulatory agencies shall mean the latest printed edition of each adopted by the regulatory agency in effect at the time of the opening of Proposals, except as may be otherwise specifically stated in the Contract Documents.

C. No change order shall be considered for any change in any applicable federal, state or local code or regulation if similar language existed in an alternate applicable regulation in force at the time of opening of Bids.

D. Contractor shall not allow design or construction of any conditions wherein the finished Work will not comply with current applicable codes. No change order shall be considered by District for the Work correction of any Work not complying with code.

E. This section shall cover 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.

1.4 REFERENCES TO REGULATORY REQUIREMENTS

A. Code, laws, ordinances, rules and regulations referred to shall have full force and effect as though printed in full in these Specifications. Code, laws, ordinances, rules and regulations are not furnished to Contractor because Contractor is assumed to be and shall be familiar with these requirements, including readily available access to these requirements. The listing of applicable codes, laws, and regulations for hazardous waste abatement Work in the Contract Documents is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these Specifications occurs, the most stringent requirements shall be used with no change in Contract Sum or Contract Time.

B. Contractor shall conform to all applicable federal, state, and local codes, laws, ordinances, rules and regulations, whether or not referenced in the Contract Documents.

C. Precedence:

1. Where specified requirements differ from the requirements of applicable codes, ordinances and standards, the more stringent requirements shall take precedence.
2. Where Contract Documents require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, Contract Documents shall take precedence so long as such increase is legal.
3. Where no requirements are identified on Contract Documents, comply with all requirements of applicable codes, ordinances and standards of governing authorities have jurisdiction.

1.5 REGULATORY REQUIREMENTS

A. All statutes, ordinances, laws, rules, codes, regulations, standards, and lawful orders of all public authorities have 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").

B. This Project shall be governed by applicable regulations, including, without limitation, the State of California's Code Section Group 1, 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. All special inspections per Section 4-333(c).
3. Contractor shall submit verified reports per Section 4-365 & 4-343(c).
4. Administration
   a. Duties of the Architect & Engineers shall be per Section 4-333(a) & 4-341.
   b. Duties of the Contractor shall be per Section 4-343.
   c. Verified Reports per Section 4-336.
5. Contractor shall keep and make available a copy of Part I and II of the most current version of Title 24 at the Site during construction.
6. Contractor shall notify the Division of State Architect ("DSA") upon the start of construction per Section 4-334 if applicable.
7. Addenda and Change Orders per Section 4-338.

1.6 CODES

A. Codes that apply to Contract Documents include, but are not limited to, the following:

1. 2016 California Building Code, Part 2, Title 24 (2015 International Building Code and California Amendments)
2. 2016 California Electrical Code, Part 3, Title 24 (2015 National Electrical Code and California Amendments)
3. 2016 California Mechanical Code, Part 4, Title 24 (2015 National Mechanical Code and California Amendments)

4. California Fire Code, Part 9, Title 24 C.C.R. (2015 International Fire Code with 2016 California Amendments)
5. California Elevator Safety Construction Code, Part 7, Title 24 C.C.R.
6. California Referenced Standards Code, Part 12, Title 24 (2015 International Building Code Standards, California Amendments, and 2015 California Fire Code)
7. Public Safety, Title 19, California Code of Regulations, State Fire Marshal Regulations
8. National Fire Protection Association (NFPA) 72, Local Alarm Systems, 2015 Edition with California Amendments - California Building Code 3504
9. NFPA 13 (fire sprinkler systems)
10. NFPA 72 Chapter 5, Automatic Fire Detectors, 2015 Edition (Calif. Electrical Code 760-1)
11. NFPA 72 Chapter 6, Notification Appliances, 2015 Edition with 2016 California Amendments - California Building Code 3504
12. NFPA 72 Chapter 7, Testing Procedures, 2015 Edition
13. California Public Utilities Commission (PUC), General Orders 95 and 128.
14. California Code of Regulations (CCR):
    a. Title 8, Industrial Relations (Cal/OSHA Standards).
    b. Title 24, State Access Compliance.
15. California Air Resources Board (CARB), and in particular Rule 1113.
16. Bay Area Air Quality Management District Rules & Regulations.
17. State Water Resources Control Board Waste Discharge Requirements
18. County ordinances and regulations.
19. Other codes as specified.

1.7 LAWS, ORDINANCES, RULES, AND REGULATIONS

A. During prosecution of Work to be done under Contract Documents, comply with applicable laws, ordinances, rules and regulations, including, but not limited to, the following:

1. Federal:
    a. Americans with Disabilities Act of 1990, and applicable amendments.
    b. 29 CFR, Section 1910.1001, Asbestos
    c. 40 CFR, Subpart M, National Emission Standards for Asbestos
    d. Executive Order 11246
    e. Federal endangered Species Act
    f. Clean Water Act
2. State of California:
    a. California Code of Regulations, Titles 5, 8, 19, 21, 22, 24 and 25
    b. California Public Contract Code
    c. California Health and Safety Code
    d. California Government Code
    e. California Labor Code

f. California Civil code

g. California Code of Civil Procedure

h. CPUC General Order 95, Rules for Overhead Electric Line Construction

i. CPUC General Order 128, Rules for Construction of Underground Electric Supply and Communications systems

j. Cal/OSHA

k. OSHA: Hazard Communications Standards

l. California Endangered Species Act

m. Water Code

3. State of California Agencies:

a. State and Consumer Services Agency

b. Office of the State Fire Marshall

c. Not used

d. Bay Area Air Quality Management District

e. San Francisco Bay Regional Water Quality Control Board

f. Division of the State Architect

4. Local Agencies:

a. City of Woodland, California

b. Yolo County Fire Protection District

5. Other Requirements:

a. National Fire Protection Association (NFPA): Pamphlet 101, Life Safety.

b. References on Drawings on in specifications to “code” or “building code” not otherwise identified shall mean the cods specified in this Section 01 41 00 together with all additions, amendments, changes, and interpretations adopted by code authorities of the jurisdiction.

B. Contractor shall have immediate access to all of the foregoing.

C. Other Applicable Laws, Ordinances and Regulations:

1. Work shall be accomplished in conformance with all applicable laws, ordinances, rules and regulations of federal, state, and local governmental agencies and jurisdictions having authority over the Project.

2. Work shall be accomplished in conformance with all rules and regulations of public utilities and utility districts.

3. Where such laws, ordinances, rules and regulations require more care or greater time to accomplish Work, or require better quality, higher standards or greater size of products, Work shall be accomplished in conformance to such requirements with no change to the Contract Time and Contract Sum, except where changes in laws, ordinances, rules and regulations occur subsequent to the time of opening of the Proposals.

D. Under California Government Code Section 930.2 et. Seq. and Public Contract Code Section 7105(d)(2), neither the Contract Claims Procedure nor the Change Order Procedure may be

modified, waived, or otherwise not complied with, absent a written change order that explicitly and expressly makes such modifications.

1.8 CONFLICTS

A. Between reference regulatory requirements: Comply with the one establishing the more stringent requirement.

B. Between referenced regulatory requirements and Contract Documents: Comply with the one establishing the more stringent requirement.

1.9 COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT

A. Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to people with disabilities. Contractor shall provide the services specified in the Contract Documents in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against people with disabilities in the provision of services, benefits, or activities provided and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns shall constitute a material breach of the Contract Documents.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01 41 00

SECTION 01 42 00

REFERENCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 31 19 – "Project Meetings"

C. Section 01 41 00 – "Regulatory Requirements"

D. Section 01 77 00 – "Closeout Procedures"

E. Division 2 through 33 for References requirements for the work in those Sections.

1.3 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents specify more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.

C. Conflicting Requirements: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

D. Copies of Standards: Each entity engaged in construction on the Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not contained within the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.

E. Abbreviations and Acronyms for Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name

of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

F. Abbreviations and Acronyms for Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities.

H. Abbreviations and Acronyms for Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities.

I. Abbreviations and Acronyms for State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities.

PART 2 - PRODUCTS
Not Used.

PART 3 - EXECUTION
Not Used.

END OF SECTION 01 42 00

SECTION 01 43 39

MOCKUPS

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes administrative and procedural requirements for the following:
   1. Mockups, as follows:
      a. Standalone Mockups.
      b. First-in-Place Material Mockups.
   2. Quality control, special testing, and inspection of mockups.

B. Materials to be furnished under the Contract Documents are subject to testing and inspection for compliance with the Drawings and Specifications. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   1. Specific quality assurance and control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
   2. Specified tests, inspections, and related actions do not limit Contractor's other quality assurance and control procedures that facilitate compliance with the Contract Document requirements.
   3. Requirements for Contractor to provide quality assurance and control services required by other Specification Sections or by the District are not limited by provisions of this Section.

C. Mockups, testing, and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
   1. Specific mockup and testing requirements for individual elements of the Work are specified in the Sections that specify that Work. Requirements in those Sections may also cover production of standard products.
   2. Specified mockups, tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
   3. Requirements for Contractor to provide mockup construction and testing, including those required by authorities having jurisdiction, are not limited by provisions of this Section.

D. Related Sections include the following:
   1. Section 01 45 00 "Quality Control" for general testing and inspection requirements.
   2. Divisions 02 through 33 Sections for specific mockup requirements. (Refer to "Exhibit A" at the end of this Section)

1.2 DEFINITIONS

A. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between adjacent materials and systems; and to demonstrate compliance with specified installation tolerances. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

1. Standalone Mockups:
   a. Mockups of the exterior envelope erected separately from the building but on Project site, consisting of multiple products, assemblies, and subassemblies.
   b. Mockups of polished concrete flooring to establish visual and performance parameters of Design Reference Sample.
   c. Mockup of exterior paving.
2. Building Integrated Mockups (First-in-Place): Mockups erected into the building fabric. These mockups, if successful, may be left in place as part of the completed work at the sole discretion of the Architect and District.

B. Quality Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

C. Quality Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by District's Representative.

D. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.

E. NVLAP: A testing agency accredited according to the National Institute of Standards and Technology's (NIST's) National Voluntary Laboratory Accreditation Program.

F. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

G. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to District's Representative, to establish product performance and compliance with industry standards.

H. Source Quality Control Testing: Tests and inspections that are performed at the source (i.e., a plant, mill, factory, or shop).

I. Field Quality Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

J. Testing Agency: An entity engaged to perform specific tests, inspections, or both that is certified as meeting the requirements applicable to the Work. Testing laboratory shall mean the same as testing agency.

K. Testing, Inspection and Observation (TIO) Program: A program prepared for approval prior to issuance of the building permit that identifies the materials and tests to be performed on a project and the firm(s) and/or individual(s) responsible for performing those tests including, at a minimum, those required by applicable sections of the California Building Standards Code.

L. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee or Subcontractor of any tier to perform a particular construction operation, including installation, erection, application, and similar operations.
   1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).

M. Experienced: As used herein, an individual or entity that has successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction to work in California.

1.3 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to District's Representative for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to District's Representative for a decision before proceeding.

1.4 ACTION SUBMITTALS

A. Shop Drawings: For each type of integrated exterior mockup and for standalone mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
   1. Indicate manufacturer and model number of individual components.
   2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.
   3. Submit detailed shop drawing of component exterior enclosure assembly. Drawing shall include all details for all components required for each composite exterior enclosure assembly mockup, required supports, water collection and drainage systems, anchorage, and other required work to complete composite mockup.

B. List of Materials Used in Constructing Mockups: List generic product names together with manufacturers, manufacturers' product names, model numbers, lot numbers, batch numbers, finish and color designations, source of supply, and other information as required to identify materials used. Include mix proportions for mortar and grout and source of aggregates.

C. Sample Construction: Process submittal for field samples as specified for product submittal, for documentation.

D. Delegated-Design Submittal: For standalone mockups to comply with structural requirements, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified professional engineer.

B. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

C. Installation Instructions:
   1. Include instructions specific to the use and conditions, including:
      a. Sequence of component/assembly
      b. Direction of operations for installation, unitized systems erection.
      c. Surface preparation requirements.
      d. All components of the system.
      e. Coordination requirements for adjacent systems where appropriate.
   2. Provide 3 dimensional and "exploded views" to address components not easily expressed in orthographic drawings.
   3. Maintain mockup installation instructions for mockup erection on location and make available to all parties throughout mockup construction, testing, and reference.

D. Contractor's Mockup and Testing Plan: For quality-assurance and quality-control activities and responsibilities concerning mockups.

E. Mock-up Completion: Process submittal for documentation when mock-up is complete.

1.6 CONTRACTOR'S MOCKUP AND TESTING PLAN

A. Mockup and Testing Plan, General: Submit plan for mockup fabrication, construction, and testing before proceeding with Project submittals for associated exterior envelope Work.
   1. Include the following information in this plan, at a minimum:
      a. Mockup shop drawing and submittals schedule.
      b. Lead time for obtaining required mockup materials.
      c. Times for testing, and if necessary, retesting of mockups.

B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
   1. Specification Section number and title.
   2. Entity responsible for performing tests.
   3. Description of test.
   4. Identification of applicable standards.
   5. Identification of test methods.
   6. Number of tests required.
   7. Time schedule or time span for tests.
   8. Requirements for obtaining samples.
   9. Unique characteristics of each quality-control service.

1.7 REPORTS AND DOCUMENTS

A. Test Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
   1. Date of issue.
   2. Project title and number.
   3. Name, address, and telephone number of testing agency.
   4. Dates and locations of samples and tests.
   5. Names of individuals making tests.
   6. Description of the Work and test method.
   7. Identification of product and Specification Section.
   8. Complete inspection data.
   9. Test results and an interpretation of test results.
   10. Record of temperature and weather conditions at time of testing.
   11. Comments or professional opinion on whether tested Work complies with the Contract Document requirements.
   12. Name and signature of laboratory inspector.
   13. Recommendations on retesting and re-inspecting.

1.8 GENERAL REQUIREMENTS FOR MOCK-UPS

A. Maintain quality control over Work of various Section of Specifications, manufacturers, products, services, workmanship, and site conditions to produce mock-ups in accordance with the Contract Documents.

B. Pre-Installation Conference
   1. Conduct pre-installation conference in accordance with Division 01 requirements.
   2. Convene pre-installation conference at least one week prior to commencing work on Mockups.

C. Workmanship:
   1. Comply with standards specified in technical specification sections.
   2. Provide qualified personnel to produce mock-up of specified quality.
      a. Use products, materials, finishes, fabrication methods, details, anchorage system, and construction methods identical with those required for the Work.
      b. Use supervisor who will be involved in the actual construction.
   3. Secure mock-ups in place with positive anchorage devices designed and sized to withstand stresses, vibration, and tests.
   4. Provide finish to match approved samples.

D. Assemble and erect complete, with specified attachment and anchorage devices, flashings, seals and finishes.
   1. Anchorage and assembly shall conform to code requirements for seismic stability.
   2. Include, as part of the mock-up, required shoring and bracing to support mock-up.
   3. Coordinate mock-up construction with delivery and assembly of related materials and components to be included in each mock-up.

E. Visual examination and testing of composite exterior enclosure assembly mockup shall be completed prior to fabrication and installation of any component system.

F. Correct work installed within the composite exterior enclosure assembly mockup which is not acceptable to the District's Representative or does not pass testing requirements at no additional cost to the District. Correct subsequent installations elsewhere in the Work, which is not in accordance with the approved mockup at no additional cost to the District.

G. District's approval of component exterior enclosure assembly mockup will not relieve Contractor of the responsibility for any deviations from the requirements of the Contract Documents unless Contractor has specifically informed the District's Representative in writing of any deviation at the time of the mockup review and the District's Representative has given written approval of the specific deviation.

H. Make necessary additions and modifications to the details shown on the Drawings as may be required to comply with specified performance requirements while maintaining the design concept.

I. Maintain composite exterior enclosure assembly mockup in a clean and undamaged condition during construction and dispose of mockups when no longer required as determined by District's Representative.

J. Exterior Enclosure Mockup support framing, seismic bracing, connections, and related hardware shall be designed under the direct supervision of a Professional Engineer experienced in the design of the work, registered and licensed in the state of California, using performance and design criteria and requirements specified.

1.9 DESCRIPTION OF MOCK-UPS

A. First-in-Place Mockups: Refer to individual Specification Sections for requirements. These mockups may remain in place after approval.

B. Standalone Composite Exterior Enclosure: Free-standing composite exterior enclosure assembly mockup to be constructed at a location near the Project site, as shown on the Drawings, or, if not shown, as directed by Architect.

1. This mockup will be constructed "out of sequence" with respect to normal sequence of construction of component parts of the exterior enclosure to obtain approval by Architect before commencing with the work represented by the composite exterior enclosure mockup.
2. Construct mockup as shown on the Drawings.
3. Mockup shall include:
    a. Exterior wall assembly components as specified in Division 04 Section "Brick Masonry", Division 05 Section "Cold-Formed Metal Framing", Division 06 Section "Sheathing", Division 07 Sections for "Thermal Insulation", "Air Barriers", and "Sheet Metal Flashing and Trim."
    b. Metal wall panels as specified in Division 07 Section "Metal Wall Panels."
    c. Joint sealants as specified in Division 07 Section "Joint Sealants."
    d. Flashings as specified in Division 04 "Brick Masonry" and Division 07 Section "Sheet Metal Flashing and Trim."
    e. Exterior hollow metal frames as specified in Division 08 Section "Hollow Metal Doors and Frames."
    f. Glazed-aluminum curtain wall systems as specified in Division 08 Section "Glazed-Aluminum Curtain Walls" and Structural-Sealant-Glazed Curtain Walls."

g. Glazing as specified in Division 08 Section “Glazing.”
h. Cement plastering as specified in Division 09 Section “Cement Plastering.”
4. Demolish and remove mockup when directed by Architect.

C. Polished Concrete: Mockup to be constructed at location near the Project Site, as directed by Architect.
1. This mockup will be constructed "out of sequence" with respect to normal sequence of construction to obtain approval by Architect before commencing of work represented by the polished concrete mockup.
2. Size: Minimum 10 feet by 10 feet.
3. Demolish and remove mockup when directed by Architect.

D. Site Concrete: Mockup to be constructed at location near the Project Site, as directed by Architect.
1. This mockup will be constructed "out of sequence" with respect to normal sequence of construction to obtain approval by Architect before commencing of work represented by the site concrete mockup.
2. Description: Refer to Section 31 13 13 “Concrete Paving" for integrally colored concrete paving.
3. Demolish and remove mockup when directed by Architect.

1.10 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance. Installers shall be qualified by the product or equipment manufacturer, if required for warranty or other performance guarantees.

C. Manufacturer Qualifications: A firm experienced in fabricating products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units as required to meet the Project schedule.

D. Fabricator Qualifications: A firm experienced in procuring and fabricating products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units as required to meet the Project schedule.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in California and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of systems, assemblies, or products that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
   1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, including the requirements of ASTM D3666, D3740, E329, E543, and E548 as applicable; and with additional qualifications specified in individual Sections; and that is acceptable to District. All testing shall be performed under the supervision and control of a California registered professional engineer employed by the testing agency.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of a manufacturer who is trained and approved by the manufacturer to inspect installation of the manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Laboratory Testing: Where testing agency is indicated to perform preconstruction laboratory testing for compliance with specified requirements for performance and test methods, comply with the following:
   1. Contractor responsibilities include the following:
      a. Provide test specimens representative of proposed products and construction.
      b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups, General: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
   1. Build on-site field mockups and sample panels in location indicated or, if not indicated, as directed by Architect. Provide the following types as indicated:
      a. Standalone Exterior Enclosure Mockups: Include material and products indicated in Drawings. Provide composite Shop Drawings for Architect approval.
      b. Building Integrated First-in-Place Mockups: Build portion of Work and obtain Architects approval before proceeding.
      c. Preconstruction Testing: When required, either as part of preconstruction mockup or as required by individual Sections, provide material to testing agency for testing prior to commencement of that portion of Work.
   2. Notify Architect and District at least 7 days in advance of dates and times when mockups will be constructed, unless otherwise indicated or required.
   3. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed during the construction at Project.
   4. Demonstrate the proposed range of aesthetic effects and workmanship.

5. Obtain Architect's, and District's approval of mockups before starting work, fabrication, or construction.
   a. Allow seven days for initial review and each re-review of each mockup.
6. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
7. Demolish and remove mockups when directed by Architect or District unless otherwise indicated.

K. Standalone Exterior Enclosure Mockups: Prior to commencing exterior construction, build freestanding composite mockup of exterior assemblies as indicated on Drawings. Coordinate installation of exterior envelope materials and products for which mockups are required in individual Specification Sections, along with supporting materials.
1. Construct stand-alone mockup as indicated for visual observation and performance testing indicated.
2. Visual Mockups Review: Construct stand-alone mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
3. Performance Testing: Follow indicated testing procedures for Field Quality Control testing and inspections, unless otherwise indicated.

L. Building Integrated First-in-Place Mockups: Install portion of material or product indicated for visual review by Architect and District and/or for performance testing in actual facility. construction. Coordinate installation of specified materials and products for which mockups are required in individual Specification Sections, along with supporting materials.
1. Construct in-place mockup in size or configuration indicated in individual Specification Sections, or as directed by Architect.
2. Visual Mockups Review: Construct in-place mockups to verify selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
3. Performance Testing: Follow indicated testing procedures for Field Quality Control testing and inspections, unless otherwise indicated.
4. Obtain Architect's approval prior to commencement of remaining Work of that section.

M. Preconstruction Laboratory Testing: Comply with requirements of preconstruction testing as specified in individual Specification Sections, including, but not necessarily limited to, the following:
1. Concrete testing.
2. Joint Sealant Compatibility and Adhesion testing.
3. Structural sealant testing.

1.11 QUALITY CONTROL

A. District Responsibilities: Where quality control services for mockups are indicated as District’s responsibility, District will engage a qualified testing agency to perform these services.
1. Specified inspection and testing shall be performed in accordance with Part 1, Title 24, Article 4, Paragraph 7-149, California Code of Regulations.
2. District will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspections they are engaged to perform.

3. Payment for these services will be by the District.
4. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
5. District's Project Inspector:
    a. A Project Inspector employed by the District in accordance with the requirements of the California Building Code will be assigned to the work. The Project Inspector's duties are specifically defined in CCR Title 24 Part 1.
    b. The Contractor shall notify the Project Inspector a minimum of 2 working days in advance of execution of all Work that requires inspection.
    c. The Work in all stages of progress shall be subject to the personal continuous observation of the Project Inspector. He or she shall have free and safe access to any or all parts of the work at any time. The Contractor shall furnish the Project Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the Contractor from any obligation to fulfill this Contract.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to District are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    a. Contractor shall not employ same entity engaged by District, unless agreed to in writing by District.
3. Schedule testing agencies functions sufficiently in advance of testing or inspecting to allow Architect and Construction Manager observations.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's/Fabricator's Technical Services: Engage manufacturer's technical representatives to observe and inspect the mockups. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed mockups, witnessing testing, and submittal of written reports.

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.

2. Coordinate the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
1. Distribution: Distribute schedule to District, Architect, testing agencies, and each party involved in performance of portions of the mockups and testing.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Except as otherwise specified, materials for mock-up shall be as shown and specified in the respective Specification Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine site and area to receive mock-up and conditions under which mock-ups are to be constructed. Correct any deficiencies.

3.2 REVIEW AND ACCEPTANCE

A. Upon completion of mock-up construction, notify Architect and District’s Representative and make arrangements for review.

B. Acceptable mock-ups shall become the standard of quality for the Work, as approved by Architect.

C. Maintain mock-ups in a neat, clean, and "as-accepted" conditions.

D. Mock-ups shall be completed and shall be approved by the Architect in writing, prior to commencing with Work.

E. Modify the mock-ups, or construct new components if requested by the Architect or District's Representative, for further evaluation and until final acceptance is obtained.

3.3 TESTING OF COMPOSITE EXTERIOR ENCLOSURE ASSEMBLY

A. Conduct testing in the presence of Architect and District Representative. Provide minimum one week prior notice of date and time of testing, unless otherwise indicated.

B. Composite exterior enclosure assembly mockup is subject to observation and inspection by Architect and District throughout construction and testing.

C. Construct test chamber in accordance with procedures and requirements of ASTM E 1105. Construct portable negative pressure enclosure unit sealed against the composite exterior wall mock-ups on the indoor side, and use suspended pipe grid with nozzles to supply the required water flow to the exterior of composite exterior wall mockups. Provide test enclosure equivalent in size to composite exterior wall mockups, unless directed otherwise. Provide air system, pressure measuring apparatus, and water-spray system in accordance with ASTM E 1105.

1. Perform water penetration tests on exterior glazed openings in accordance with procedures and requirements of ASTM E 1105, Procedure B with at least 3 cycles. Water-spray system shall deliver water uniformly against exterior surface of composite exterior wall mock-up at a minimum rate of 5 gallons per square foot per hour. Test pressure shall be an air pressure difference of 20 percent of design pressure, with minimum differential of 6.24 lbf/ft2 and maximum of 12.0 lbf/ft2.
2. Perform a separate water penetration tests of the portland cement plaster assembly including wall system, sheathing, air barriers, including reveals, control joints, trim, and joints with adjacent materials using a modified ASTM E 1105 test for which no chamber test is required. Spray water into the mockup at a rate of 5 gallons per square foot per hour for a period of 1.5 hours.
3. Water Leakage: Water leakage is defined as any controlled water that appears on any normally exposed interior surfaces, that is not contained or drained back to the exterior, or that can cause damage to adjacent materials or finishes. Water contained within drained flashings, gutters, and sills is not considered water leakage.
4. Prepare test reports as required by ASTM E 1105.
5. If water leakage occurs, revise and retest composite exterior wall mock-ups. Modifications must be realistic in terms of job conditions, must maintain standards of quality and durability, and are subject to review and action by Project Manager. Leave composite exterior wall mock-ups in place during installation of work
6. Approval of composite exterior wall mock-ups is a prerequisite for final approval of component Shop Drawings.

3.4 TEST AND INSPECTION LOG

A. Tracking: Prepare plan and elevations indicating locations and results of testing for integrated exterior mockups. Update testing completion as work proceeds.

B. Prepare a sequentially numbered record of tests and inspections. Include the following:
   1. Request for Inspection
   2. Date test or inspection was conducted.
   3. Description of the Work tested or inspected.
   4. Applicable Construction Drawing and Specification numbers
   5. Date test or inspection results were transmitted to District's Representative.
   6. Identification of testing agency or special inspector conducting test or inspection.

C. Maintain log at Site. Post changes and modifications as they occur. Provide access to test and inspection log for District and its representatives' reference during normal working hours.

D. Submit: With record documents.
   1. Provide updated copies of documents to Architect and Construction Manager upon completion of mockups and testing by type and location.

3.5 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
   1. Comply with the Contract Document requirements for cutting and patching.

B. Protect construction exposed by or for quality control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality control services.

D. Protect standalone mockups until released for demolition or removal from Site by Architect and District.

3.6 REMOVAL

A. Remove unacceptable mock-ups.

B. Except as otherwise specified, remove free-standing mock-ups which are not to be permanent prior to completion of Project when directed by Architect but not before the work they are being used to judge has been accepted by Architect.

END OF SECTION 01 43 39

SECTION 01400

QUALITY CONTROL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 31 00 – "Project Management and Coordination"

C. Section 01 33 00 – "Submittal Procedures"

D. Section 01 41 00 – "Regulatory Requirements"

E. Section 01 45 29 – "Testing Laboratory Services"

F. Section 01 66 13 – "Product Storage and Handling Requirements for Hazardous Material"

G. Divisions 2 through 33 Sections for Quality Control Requirements for the work in those sections.

1.3 SUMMARY

A. This Section includes Administrative and Procedural Requirements for Quality Control and Quality Assurance Services includes, but not limited to, the followings:

1. Quality assurance and control of installation.
2. References.
3. Mock-ups
4. Inspection and testing laboratory services
5. Manufacturers' field services and reports
6. Field sample
7. DSA Project Inspector
8. Inspection by the Division of the State Architect
9. Conflicts

1.4 QUALITY ASSURANCE/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 written instructions, including each step in sequence.

C. When manufacturers' instructions conflict with Contract Documents, request clarification from District's Representative 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. All Work shall be performed by persons qualified to produce workmanship of specified quality.

F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

G. Contractor's Line of Authority: Contractor shall provide one person who shall be both knowledgeable and responsible for all work to be performed on the Project at all times during normal work hours. In Contractor's absence, Contractor's appointed representative shall be responsible for all directions given and said directions shall be binding as if given to the Contractor. Contractor's representative shall be responsible to coordinate all work to be performed on the Project.

H. Shop and field work shall be performed only by mechanics skilled and experienced in the fabrication and installation of the work involved. All work on this Project shall be performed in accordance with the best practices of the various trades involved and in accordance with the Contract Documents, approved shop drawings and these specifications.

I. All work shall be erected and installed plumb, level, square and true and in proper alignment and relationship to the work of other trades. All finished work shall be free from defects. The District's Representatives reserve the right to reject any materials and workmanship that are not considered to be of the highest standards of the trades involved. Any such inferior material or workmanship shall be removed and replaced at no additional cost or time impact to the District.

J. The specifications and recommendations of the manufacturer whose materials are used shall be strictly adhered to during the application or installation of materials. Manufacturer's specifications, installation instructions, and testing and startup directions shall be available for inspection on Site.

K. Any additional work beyond that specified or illustrated in the Contract Documents, or any modification thereto, that is necessary to obtain the guarantees specified in the Contract Documents shall be provided by the Contractor without any additional cost or time impact to the District.

1.5 REFERENCES

A. Conform to reference standards in force on the most recent date of issue of the approved Contract Documents.

B. When specified reference standards conflict with Contract Documents, request clarification from District's Representative before proceeding.

C. 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.

D. The Contractor shall be responsible for being current and knowledgeable for all building codes involved for all trades under the Contractor's direction.

E. Provide all work and materials in full in accordance with the latest applicable Rules and Regulations of the California Code of Regulations Title 24 Building Code Standards, the State Fire Marshal, Safety Orders of the Division of Industrial Safety, and any other applicable laws or

regulations. Nothing in these plans or specifications is to be construed to permit Work not conforming to these Codes.

F. American Society for Testing and Materials (ASTM):

1. ASTM 548: Guide for General Criteria Used for Evaluating Laboratory Competence.

G. Code of Federal Regulations (CFR):

1. 29 CFR 1910, Subpart A, Section 1910.7: Definitions and Requirements for a National Recognized Testing Laboratory.

H. NIST: National Institute of Standards and Technology.

I. Furnish all material and labor required to comply with these Rules and Regulations without any additional cost to District.

1.6 MOCK-UPS - (See Section 01 43 39)

1.7 INSPECTION AND TESTING LABORATORY SERVICES

A. See Section 01 45 29 Testing Laboratory Services

1.8 MANUFACTURERS' FIELD SERVICES AND REPORTS

A. Submit qualifications of observer to District and Architect 30 days in advance of required observations.

B. 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, testing, adjusting, and balancing of equipment as applicable, and to provide instructions when necessary.

C. Manufacturer’s Field Representatives shall report to the Contractor and the District, any observations, site decisions, or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

D. Provide by email PDF of Manufacturer’s Field Representative report to District for review within 7 days of field observation.

E. Manufacturer’s Field Service: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 (Submittal Procedures.)

1.9 FIELD SAMPLES

A. Install field samples at the site for District and Architect review as required by individual Specifications Sections.

B. Samples accepted by the Architect in writing represent the quality level required for the Work**.**

C. Where a field sample is specified in individual sections to be removed, clear area after field sample has been accepted by Architect.

1.10 PROJECT INSPECTOR

A. District will employ a Project Inspector in accordance with the regulations of the DSA and subject to the provision of Part 1, Title 24, CCR.

B. Project Inspector's authority, rights and duties shall be as set forth in Section 4-342, Part 1, Title, 24, CCR.

C. The Project Inspector shall make semi-monthly reports in writing to the Architect with copies forwarded to District, and the DSA in accordance with Section 4-337, Part 1, Title 24, CCR.

D. The Project Inspector shall notify the Division of the State Architect:

1. When work is started on project.
2. Minimum (2) working days in advance of time when foundation trenches will be complete and ready for footing forms.
3. Minimum (2) working days in advance for first placing of concrete.
4. When work is suspended for period of more than two weeks.

E. The Project Inspector shall keep records of certain phases of construction that shall be maintained on the project site until Final Completion. Upon Final Completion, these records shall be copied, with the original delivered to the District for the permanent school records and the copy forwarded to the Architect. The record shall include, but is not limited, to the following:

1. The time and placing of concrete and the time and date of removal of forms in each portion of the structure.
2. Weighmasters tickets delivered with each load of concrete delivered to site.
3. Identification marks of welders, lists of defective welds, and manner of correction of defects.
4. Certification of grounding of electrical system.

F. The Project Inspector shall monitor the work of Special Inspectors and testing laboratories to ensure testing program is satisfactorily completed.

G. The Project Inspector shall notify the Contractor in writing of deviations from Contract Documents. Copies of such notice shall be forwarded immediately to the Architect, District and the Division of the State Architect (DSA).

H. The Project Inspector shall make and submit Verified Reports in accordance with Section 4-336, Part 1, Title 24, CCR. Verified Reports shall be submitted directly to the Division of the State Architect with a copy forwarded to the Architect.

I. The Project Inspector shall prepare detailed statements of fact regarding materials, operations and other related issues when requested by the District. Such statements shall be submitted directly to the District with a copy forwarded to the Architect.

J. The District may employ roofing and waterproofing specialist (e.g., other District inspectors, in addition to the Project Inspector to inspect and monitor application of roofing, waterproofing, and related flashings.

K. Contractor shall cooperate with the Project inspector and other District inspectors. Provide access to the work at all times whether it is in preparation or progress. Provide proper facilities for access and inspection.

L. Perform work with the knowledge of the Project Inspector. Cover no work prior to inspection.

M. Notify Project Inspector in writing at least (2) working days prior to expected time for operations requiring inspection.

N. If work is performed on Saturdays, Sundays, Holidays or beyond normal working hours, the Project Inspector, or other District inspectors, will be paid at overtime rates by the District. The cost of the Inspectors' premium time will be deducted by the District from the Contract Price by Change Order.

O. The Contractor shall pay the cost of the Inspector's salary for the time the Inspector is required on the project beyond the allotted Contract Time. The cost of the Inspector's salary shall be in addition to liquidated damages and will be deducted by the District from the Contract Price by Change Order.

1.11 INSPECTION BY THE DIVISION OF THE STATE ARCHITECT

A. Work will be monitored and observed through periodic site visits by the Division of the State Architect Field Inspector according to Section 4-334, Part 1, Title 24, CCR.

1.12 CONFLICTS

A. Contractor shall comply with rules of documents interpretation as indicated in Contract General Conditions including, but not limited to the following items:

1. Contract Documents take precedence over statutory requirements or standard when requiring materials of higher quality or performance, or larger sizes or capacity, or greater protection, safety or quantity than required by said codes or standards.
2. This shall not operate to allow deviations from code requirements, prior approvals and other provisions as specified.
3. Modifications to published statutory requirements currently adopted or enforced by regulating agencies having jurisdiction shall take precedence over said published requirements.

B. Conflicts within Contract Documents and/or between Project Manual (including specifications) Drawings, Addenda: The more stringent requirement shall govern.

C. Subcontractor, supplier, and installer work may be called for in any section of the Contract Documents; Project Manual Specifications, Drawings and Addenda. Work by any one discipline is not limited to any specification section of the Project Manual, Drawings, Addenda, and Contract Documents shall be bid in total and not in parts.

D. If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to District with a copy to the Architect for a decision before proceeding. Contractor shall, within (15) working days, notify the District with a copy to the Architect in writing for the context of requirements.

E. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for

the context of requirements. Contractor shall, within (15) working days, notify any uncertainties to the District with a copy to the Architect for a decision before proceeding.

1.13 QUALITY ASSURANCE

A. General: Qualifications requirements in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual with experience in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

1. Minimum Experience: 5 years or 5 similar projects, unless indicated otherwise.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to product required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located, and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar to those indicated for this Project in material, design, and extent.

F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and acceptable to authorities having jurisdiction.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.

2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

G. Factory-Authorized Service Representative Qualifications: An authorized representative who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

H. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include:

a. Provide test specimens representative of proposed products and construction.

b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.

c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups, to adequately demonstrate capability of products to comply with performance requirements.

d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.

e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.

f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to District with a copy to the Architect and Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

I. Pre-work Meetings: The Contractor shall hold and document Pre-work Meetings for Subcontractors at least 5 work days prior to Subcontractors beginning work at the site for the first time. A copy of the completed New Subcontractor Preparatory Phase Checklist for each Pre-work Meeting shall be provided as an attachment to the Daily Report for that day, with a sign-in sheet for all persons that were present at the meeting. The Checklist is provided at the end of this section.

1. The Pre-work Meeting shall be conducted in order to review and confirm the requirements of the Work per the Contract Documents, coordinate the Work, identify required tests and inspections, and establish a goal to obtain quality construction by planning ahead and identifying potential problems.

2. Notify the District at least three (3) work days in advance of each Pre-work Meeting. Conduct the Pre-work Meeting with the superintendent and the foreman responsible for the work and any District representatives that wish to attend.

3. Review the following at the Pre-work Meeting prior to allowing a Subcontractor to begin work on site:

a. Review the General Conditions and other Contract Specifications governing work at the Project location. Review rules governing use of workspace, parking, laydown areas, conduct of employees, and access to and from the worksite.

b. Review the Project Preconstruction Meeting Minutes and review pertinent portions with the new Subcontractor.

c. Review each paragraph of the applicable technical specification sections;

d. Review the Contract Drawings;

e. Verify that appropriate shop drawings and submittals for materials and equipment have been submitted and approved. Verify receipt of approved factory test results, when required;

f. Review the testing plan and ensure that provisions have been made to provide the required testing;

g. Examine the work area to ensure that the required preliminary work has been completed;

h. Examine the required materials, equipment and sample work to ensure that they are on hand and conform to the approved shop drawings and submitted data;

i. Review the Contractor's approved Site Safety Plan and appropriate Activity Hazard review to ensure that applicable safety requirements are met, and that required Material Safety Data Sheets (MSDS) are submitted;

j. Establish the quality of workmanship required;

k. Discuss specific controls used and the construction methods and the approach that will be used to provide quality construction by planning ahead and identifying potential problems for each definable feature of work.

1.14 QUALITY CONTROL, GENERAL

A. District will provide inspections, tests, and similar quality control services specified to be performed by independent agencies, except where indicated as Contractor's responsibility. Costs for District-provided inspections and tests are not included in Contract Sum.

1. District will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Price will be adjusted by Change Order.

B. Where tests and inspections are indicated as Contractor's cost and/or responsibility, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
   a. Contractor shall not employ same entity engaged by District, unless agreed to in writing by District.
2. Testing of equipment, systems, components, assemblies, and other non-structural elements of the Work that require testing shall be performed in accordance with the Contract Documents and Manufacturer's recommended testing protocols. The Contractor shall submit Manufacturer's Installation Instructions and Manufacturer's recommended tests in accordance with Section 01 33 00, Submittal Procedures, prior to installation and testing of equipment, systems, components, assemblies, and other non-structural elements of the Work. Test results shall be recorded and submitted original Manufacturer's documents.
3. Notify Project Inspector and testing agencies, at least (5) working days or as indicated otherwise in advance of time when Work that requires testing or inspecting will be performed.
4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Retesting/Re-inspecting:

1. Where quality-control services are Contractor's responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaces or is necessitated by Work that failed to comply with the Contract Documents.
2. Where quality-control services are District's responsibility, costs for retesting and re-inspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, by way of a deductive Change Order.

D. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work
2. Incidental labor and facilities necessary to facilitate tests and inspections
3. Adequate quantities of representative samples of materials that require testing and inspecting shall be made available to the District's LOR. The District's LOR shall be responsible to make the final determination of what samples to be selected for testing.
4. Facilities for storage and field curing of test samples.
5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
6. Security and protection for samples and for testing and inspecting equipment at Project site.

E. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities. Provide timely notice of the Work's readiness for all required tests and inspections.

F. Testing and Inspection Log: The Contractor shall provide a detailed list of all Tests and Inspections required by the Contract Documents. Submit the Test and Inspection Log with the submittal of the Master CPM Schedule.

1. Distribution: Distribute schedule to District with a copy to the Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.15 QUALITY CONTROL PROGRAM

A. Information for the District: Prior to commencing Work, the Contractor may obtain a single copy set of the current report forms from the District. The report forms will consist of the Contractor Production Report, Contractor Production Report (Continuation Sheet), Contractor Quality Control (CQC) Report, CQC Report (Continuation Sheet), Preparatory Phase Checklist, Rework Items List, and Testing Plan and Log. Deliver the following to the District during Construction (email transmittal of Adobe pdf documents may be acceptable for reports in this section if approved in advance by the District):

1. CQC Report: Mail or hand-carry the original (wet signatures) and 2 copies by 10:00 AM the next working day after each day that work is performed and for every seven consecutive calendar days of no-work.

2. Contractor Production Report: Mail or hand-carry the original (wet signatures) and 2 copies by 10:00 AM the next working day after each day that work is performed and for every seven consecutive calendar days of no-work, attached to the CQC Report.]
3. Preparatory Phase Checklist: Original attached to the original CQC Report and one copy attached to each QC Report copy.
4. Field Test Reports: Mail or hand-carry the original within two working days after the test is performed, attached to the original CQC Report and one copy attached to each QC Report copy.
5. Monthly Summary Report of Tests: Submit the report at the end of each month.
6. Testing Plan and Log: Submit the report at the end of each month.
7. Rework Items List: Submit lists containing new entries daily, in the same manner as the CQC Report.
8. CQC Meeting Minutes: Mail or hand-carry the original within two working days after the meeting is held, attached to the original CQC Report and one copy attached to each CQC Report copy.
9. QC Certifications: As required herein.

B. QUALITY CONTROL PROGRAM REQUIREMENTS

1. Contractor shall establish and maintain a QC program as described in this section. This QC program is a key element in meeting the objectives of Quality Control and systems commissioning. The QC program consists of the Contractor Organization, QC Plan, a Coordination and Mutual Understanding Meeting, QC meetings, submittal review and certification, testing, and QC certifications and documentation necessary to provide materials, equipment, workmanship, fabrication, construction and operations which comply with the requirements of this Contract.
   a. The QA/QC program must cover on-site and off-site work and be keyed to the work sequence.
   b. No construction work or testing may be performed unless the QA/QC Manager is on the work site.
   c. The QA/QC Manager must report to an officer of the firm and not be subordinate to the Project Superintendent.
   d. The QA/QC Manager, Project Superintendent and other Contractor and Subcontractor personnel must work together effectively. Although the QA/QC Manager is the primary individual responsible for quality control, all individuals will be held responsible for the quality of work on the job.
2. Acceptance of the QA/QC Plan is required prior to the start of construction. The District reserves the right to require changes in the QA/QC Plan and operations as necessary, including removal of personnel, to ensure the specified quality of work.
3. The District reserves the right to interview any member of the Contractor's organization at any time in order to verify the submitted qualifications.
4. The District may require the removal of any individual for non-compliance with quality requirements specified in the Contract.

C. Preliminary Construction Work Authorized Prior to Acceptance. The only construction work that is authorized to proceed prior to the acceptance of the QA/QC Plan is mobilization of storage and office trailers, temporary utilities, and surveying.

D. Notification of Changes: Notify the District, in writing, of any proposed changes in the QA/QC Plan or changes to the Contractor organization personnel, a minimum of 10 work days prior to a proposed change. Proposed changes are subject to acceptance by the District.

E. QA/QC Manager and Duties: Provide a Full Time on site QA/QC Manager at the Work site to implement and manage the QC program.

1. The QA/QC Manager cannot serve in any other capacity on the project (e.g., project manager, superintendent, project engineer, etc.). The QA/QC Manager's sole responsibility is to ensure the development and implementation of the Quality Control Program and to fulfill all other requirements of Section 01 45 00. At a minimum, the QA/QC Manager shall visit the project site two days a week through the Contract Substantial Completion date; two (2) work days prior to any concrete pours; erection of structural steel and when requested by the District Representative in writing to review any pertinent issues concerning the District or the Architect or Record.
2. The QA/QC Manager is required to attend the weekly meetings, conduct new subcontractor Pre-Work Preparatory Phase meetings, perform submittal review and certification, ensure testing is performed and provide QC certifications and documentation required in this Contract.
3. The QA/QC Manager is responsible for managing and coordinating the documentation performed by Contractor testing laboratory personnel and any other inspection and testing personnel required by this Contract not coordinated, overseen, and paid by the District.
4. Qualifications: A graduate of a four year accredited college or university program in one of the following disciplines: Engineering, Architecture, Construction Management, Engineering Technology, Building Construction, or Building Science, with a minimum of 15-20 years' experience as a Project Superintendent, QA/QC Manager, Project Manager, Project Engineer or Construction Manager on similar size and type construction contracts which included the major trades that are part of this Contract.
   a. The individual must be familiar with the requirements of DSA, OSHA and Cal OSHA, and have experience in the areas of hazard identification, safety compliance, and sustainability.
5. Alternate QA/QC Manager Duties and Qualifications: Designate an alternate for the QA/QC Manager at the work site to serve in the event of the designated QA/QC Manager's absence.
   a. The period of absence may not exceed two weeks at one time, and not more than 30 workdays during a calendar year.
   b. The qualification requirements for the Alternate QA/QC Manager must be the same as for the QA/QC Manager.

1.16 QUALITY CONTROL (QC) PLAN

A. QC Plan Requirements: Provide, for acceptance by the District, a Construction QC Plan submitted in a three-ring binder that includes a table of contents, with major sections identified with tabs, with pages numbered sequentially, and that documents the proposed methods and responsibilities

for accomplishing quality control and system commissioning activities during the construction of the Project and include:

1. A chart showing the Contractor management organizational structure.
2. Names and qualifications, in resume format, for each person in the Contractor management organization.
3. Duties, responsibilities, and authorities of each person in the Contractor management organization, including home office personnel responsible for this Project.
4. A listing of outside organizations, such as architectural and consulting engineering firms, that will be employed by the Contractor and a description of the services these firms will provide.
5. Letters signed by an officer of the firm appointing the QA/QC Manager and Alternate QA/QC Manager and stating that they are responsible for implementing and managing the QC program as described in this Contract. Include in this letter their authority to stop work which is not in compliance with the Contract. Include copies of the letters in the QC Plan.
6. Procedures for reviewing, certifying, and managing submittals.
7. Provide the name(s) of the person(s) in the QC organization authorized to review and certify submittals prior to submission to the District and Architect. Provide the initial submittal of the Submittal Log as specified in Section 01 33 00 SUBMITTAL PROCEDURES.
8. Testing laboratory information required herein.
9. A Testing Plan and Log that includes the tests required, referenced by the specification paragraph number requiring the test, the frequency, and the person responsible for each test. Use District forms to log and track tests.
10. Procedures to identify, record, track, and complete rework items. Use District forms to record and track rework items.
11. Procedures for coordinating, tracking and documenting all required certifications for subcontractors, testing laboratories, suppliers, personnel, etc.

B. QA/QC Manager shall ensure that certifications are current, appropriate for the work being performed, and will not lapse during any period of the contract that the work is being performed.

C. Coordination and Mutual Understanding Meeting. After submission of the QC Plan, and prior to the start of construction, the QA/QC Manager will meet with the District to present the QC program required by this Contract. When a new QA/QC Manager is appointed, the coordination and mutual understanding meeting shall be repeated.

1. Purpose: The purpose of this meeting is to develop a mutual understanding of the QC details, including documentation, administration for on-site and off-site work, coordination of activities to be performed, and the coordination of the Contractor's management, production, and QC personnel. At the meeting, the Contractor will be required to explain in detail each management plan or requirement as listed below:
   a. Waste Management Plan.
   b. Storm water Pollution Prevention Plan
   c. Environmental regulatory requirements, including requirements related to Demolition.
   d. Noise Plan

e. Commissioning Plan.

f. Other plans required by the Contract Documents

D. Coordination of Activities: Coordinate activities included in various sections to assure efficient and orderly installation of each component. Coordinate operations included under different sections that are dependent on each other for proper installation and operation. Coordinate pre-functional tests and startup testing with District and per the Contract Documents.

E. Attendees: As a minimum, the Contractor's personnel required to attend include an officer of the firm, the Project Manager, Project Superintendent, QA/QC Manager, Alternate QA/QC Manager, A/E, and subcontractor representatives. Minutes of the meeting will be prepared by the QA/QC Manager and signed by the Contractor and the District. Provide a copy of the signed minutes to all parties.

F. Agenda Items Include:

1. Review of the Contract Documents to verify that requirements related to systems commissioning are adequately specified, and that each commissioned system is likely to meet the design intent relative to functionality, energy performance, water performance, maintainability, sustainability, system cost, indoor environmental quality, and local environmental impacts.

2. Procedures for submission, review and approval of submittals are also described in Section 01 33 00 SUBMITTAL PROCEDURES.

3. Review of sampling and testing procedures required under this Contract.

1.17 QUALITY CONTROL: LABORATORY, TESTS, AND REPORTING REQUIREMENTS

A. Construction materials testing laboratories must be accredited by a laboratory accreditation authority and will be required to submit a copy of the Certificate of Accreditation and Scope of Accreditation.

1. The laboratory's scope of accreditation must include the appropriate ASTM standards (E 329, C 1077, D 3666, D 3740, A 880, E 543) listed in the technical sections of the specifications.

B. Laboratories engaged in Hazardous Materials Testing shall meet the requirements of OSHA and EPA. The policy applies to the specific laboratory performing the actual testing, not just the Corporate Office.

C. Laboratory Accreditation Authorities: Laboratory Accreditation Authorities include the National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology at: http://ts.nist.gov/ts/htdocs/210/214/214.htm the American Association of State Highway and Transportation Officials (AASHTO) program at http://www.transportation.org/aashto/home.nsf/frontpage, International Accreditation Services, Inc. (IAS) at http://www.iasonline.org, the American Association for Laboratory Accreditation (A2LA) program at http://www.a2la.org/.

D. Capability Check: The District retains the right to check laboratory equipment in the proposed laboratory and the laboratory technician's testing procedures, techniques, and other items pertinent to testing, for compliance with the standards set forth in this Contract.

E. Test Results: Reference applicable Contract requirements, tests or analytical procedures used. Provide actual results and include a statement that the item test or analyzed conforms or fails to conform to specified requirements.

1. If the item fails to conform, notify the District immediately. Conspicuously stamp the cover sheet for each report in large red letters "CONFORMS" or "DOES NOT CONFORM" to the specification requirements, whichever is applicable.
2. Test results must be signed by a testing laboratory representative authorized to sign certified test reports.
3. Furnish the signed reports, certifications, and other documentation to the District via the QA/QC Manager.
4. Furnish the signed reports, certifications, and a summary report of field tests at the end of each month to the District. Attach a copy of the summary report to the last daily Contractor Quality Control Report of each month.

1.18 QC CERTIFICATIONS AND DOCUMENTATION

A. CQC Report Certification. Contain the following statement within the CQC Report:

"On behalf of the Contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge, except as noted in this report."

B. Invoice Certification. Furnish a certificate to the District with each payment request, signed by the QA/QC Manager, attesting that as-built drawings are current and, coordinated, and attesting that the work for which payment is requested, including stored material, is in compliance with Contract requirements.

C. Documentation: Maintain current and complete records of on-site and off-site QC program operations and activities.

D. Construction Documentation: Reports are required for each day that work is performed and must be attached to the Contractor Quality Control (CQC) Report prepared for the same day.

1. Maintain current and complete records of on-site and off-site QC program operations and activities on the required forms.
2. Reports are required for each day work is performed.
3. Account for each calendar day throughout the life of the Contract.
4. Every space on the forms must be filled in. Use N/A if nothing can be reported in one of the spaces.
5. The Project Superintendent and the QA/QC Manager must prepare and sign the Contractor Production and CQC Reports, respectively.
6. The reporting of work must be identified by terminology consistent with the Master CPM Schedule.
7. In the "remarks" sections of the reports, enter pertinent information including directions received, problems encountered during construction, Work progress and delays, conflicts or errors in the drawings or specifications, field changes, safety hazards encountered, instructions given and corrective actions taken, delays encountered and a record of visitors

to the work site, quality control problem areas, deviations from the QC Plan, construction deficiencies encountered, meetings held.

8. For each entry in the report(s), identify the Schedule Activity No. that is associated with the entered remark.

E. Quality Control Validation. Establish and maintain the following in a series of three ring binders. Binders shall be divided and tabbed as shown below. These binders must be readily available to the District during all business hours.

1. All completed Preparatory Phase Checklists, arranged by specification section.
2. All milestone inspections, arranged by Activity Number.
3. An up-to-date copy of the Testing Plan and Log with supporting field test reports, arranged by specification section.
4. Copies of all contract modifications, arranged in numerical order. Also include documentation that modified work was accomplished.
5. An up-to-date copy of the Rework Items List.
6. Maintain up-to-date copies of all punch lists issued by the QC staff to the Contractor and Sub-Contractors and all punch lists issued by the District.
7. Commissioning documentation including checklists, schedules, tests, and reports.

F. Testing Plan and Log:

1. As tests are performed, the QA/QC Manager will record on the "Testing Plan and Log" the date the test was performed and the date the test results were forwarded to the District.
2. Attach a copy of the updated "Testing Plan and Log" to the last daily CQC Report of each month.

G. Rework Items List: The QA/QC Manager must maintain a list of work that does not comply with the Contract, identifying what items need to be reworked, the date the item was originally discovered, the date the item will be corrected by, and the date the item was corrected. There is no requirement to report a rework item that is corrected the same day it is discovered.

1. The Contractor is responsible for including rework items identified by the District or its representative.

H. As-Built Drawings: The QA/QC Manager is required to ensure the as-built drawings, required by Section 01 78 39 Project Record Documents, are kept current on a daily basis and marked to show deviations which have been made from the Contract Drawings. Ensure each deviation has been identified with the appropriate modifying documentation (e.g. PCO No., CO No., Request for Information No., etc.). The QA/QC Manager must initial each revision.

1. Upon Substantial Completion of Work, the QA/QC Manager will furnish a certificate attesting to the accuracy of the as-built drawings prior to submission to the District.

1.19 NOTIFICATION ON NON-COMPLIANCE

A. The District will notify the Contractor of any detected non-compliance with the Contract. Take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the District may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such

stop orders will be made the subject of claim for extension of time for excess costs or damages by the Contractor.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work constitutes acceptance of existing conditions by the Contractor.

B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to District and Architect.
4. Identification of testing agency or special Inspector conducting test or inspection.

B. Maintain test and inspection log at project site. Post changes and modifications as they occur. Provide access to test and inspection log for District or its representative's reference during normal working hours.

3.3 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.4 PREPARATION AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes. See also Section 01730, Cutting and Patching.

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

NEW SUBCONTRACTOR PREPARATORY PHASE CHECKLIST (CONTINUED ON SECOND PAGE)		SPEC SECTION(S)	DATE
PROJECT NO.	SUBCONTRACTOR:	SCHEDULE ACTIVITY NO.	CONTRACT NO.

PERSONNEL PRESENT

DISTRICT REP NOTIFIED _____ HOURS IN ADVANCE: YES ☐ NO ☐

NAME	POSITION	COMPANY/DISTRICT

SUBMITTALS

REVIEW SUBMITTALS AND/OR SUBMITTAL REGISTER. HAVE ALL SUBMITTALS BEEN APPROVED? YES ☐ NO ☐

IF NO, WHAT ITEMS HAVE NOT BEEN SUBMITTED? _____

ARE ALL MATERIALS ON HAND? YES ☐ NO ☐

IF NO, WHAT ITEMS ARE MISSING? _____

CHECK APPROVED SUBMITTALS AGAINST DELIVERED MATERIAL. (THIS SHOULD BE DONE AS MATERIAL ARRIVES.)

COMMENTS: _____

MATERIAL STORAGE

ARE MATERIALS STORED PROPERLY? YES ☐ NO ☐

IF NO, WHAT ACTION IS TAKEN? _____

SPECIFICATIONS

REVIEW EACH PARAGRAPH OF SPECIFICATIONS. _____

DISCUSS PROCEDURE FOR ACCOMPLISHING THE WORK. _____

CLARIFY ANY DIFFERENCES. _____

PRELIMINARY WORK & PERMITS	**ENSURE PRELIMINARY WORK IS CORRECT AND PERMITS ARE ON FILE.** IF NOT, WHAT ACTION IS TAKEN?
TESTING	**IDENTIFY TEST TO BE PERFORMED, FREQUENCY, AND BY WHOM.** WHEN REQUIRED? WHERE REQUIRED? REVIEW TESTING PLAN. HAVE TEST FACILITIES BEEN APPROVED?
SAFETY	**ACTIVITY HAZARD REVIEW CONDUCTED?** YES ☐ NO ☐ REVIEW APPLICABLE PORTION OF SAFETY PLAN.
MEETING COMMENTS	**DISTRICT COMMENTS DURING MEETING.**
OTHER ITEMS OR REMARKS	**OTHER ITEMS OR REMARKS:**

SITE SUPERINTENDENT	**DATE**	

END OF SECTION 01 45 00

SECTION 01 45 29

TESTING LABORATORY SERVICES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"
B. Section 01 45 00 – "Quality Control Requirements"
C. Section 01 41 00 – "Regulatory Requirements"
D. Section 01 66 13 – "Product Storage and Handling Requirements for Hazardous Material"
E. Section 01 77 00 – "Closeout Procedures"
F. Division 2 through 33 Sections for Special Inspections, tests required and standard for testing.

1.3 SUMMARY

A. This section describes the requirements and procedures for work involving the testing laboratory.

1.4 REFERENCES

A. CBC - California Building Code.
B. CCR - California Code of Regulations.
C. ANSI/ASTM D3740 – Practice for Evaluation of agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
D. ANSI/ASTM E329 – Standard Recommended Practice for Inspection and Testing Agencies for Concrete, Steel and Bituminous Materials as Used in Construction.

1.5 REGULATORY REQUIREMENTS

A. Testing, sampling and preparing samples will be in accordance with the standards referenced in individual specification sections and in the applicable sections of CBC State Chapters.
B. Testing and submitting test reports will conform to provisions of Section 4-335, Part 1, Title 24, CCR.
C. Comply with Requirements of ANSI/ASTM E329 and ANSI/ASTM D3740.
D. Laboratory shall maintain a full-time registered Engineer on staff to review services.
E. Laboratory authorized to operate in State in which Project is located.
F. Testing Equipment shall be calibrated at reasonable intervals with devices of accuracy traceable to either NSB S

1.6 SELECTION AND PAYMENT

A. The District will employ and pay for the services of testing laboratory and/or testing agencies acceptable to the Division of the State Architect to conduct required tests and inspections for the Project.

1. Soils: The testing laboratory will observe excavating, grading, and filling operations and provide testing of soil materials as required by the Division of the State Architect and as specified in the Contract Documents. The Soils Engineer will have management, laboratory and field supervisory personnel with minimum 5 years' experience in testing and inspection of soils materials and will have adequate facilities, equipment, and technical references to permit performance of testing and inspections within applicable regulations and standards in accordance with Section 4-335, Part 1, Title 24, CCR.

2. Other Construction: The testing laboratory will conduct tests, inspections, and special inspections as required by the Division of the State Architect and as specified in the Contract Documents.

   a. Construction Requiring Testing and Inspection Other Than Special Inspection: The testing laboratory will have management, laboratory and field supervisory personnel with minimum 5 years' experience in testing and inspection of work and materials of construction and will have adequate facilities, equipment, and technical references to permit performance of testing and inspections within applicable regulations and standards in accordance with Section 4-335, Part 1, Title 24, CCR.

   b. Construction Requiring Special Inspection: The testing laboratory will have special inspectors approved by the Division of the State Architect to conduct special inspections as required by the Division of the State Architect under provisions of Section 4-333, Part 1, Title 24, CCR.

B. Retesting: When initial tests indicate non-compliance with the Contract Documents, subsequent retesting caused by the non-compliance shall be performed by the same testing agency and the costs thereof will be deducted by the District from the Contractor's Contract Price by Change Order.

C. Retesting Covered Work: Re-examination of previously tested and inspected work may be ordered by the District. The Contractor shall uncover such work if retesting is ordered. If work is found in accordance with Contract Documents, the

District will pay costs of uncovering, removing, retesting and replacing. If work is found not in accordance with Contract Documents, the District will deduct the cost of retesting from the Contract Price by Change Order and the Contractor will bear the costs of uncovering, removing and replacing work.

D. Testing and inspecting performed for Contractor's convenience, such as testing and inspection to establish equivalence of substitutions, equivalence of repairs to damaged materials, and testing and inspecting to expedite the operations, shall be the Contractor's responsibility.

1. The Contractor shall employ a licensed professional engineer of the discipline required to develop a testing program which will establish equivalency.

2. The Contractor shall submit the testing program to the District for review.

3. The Contractor shall arrange testing in accordance with the accepted testing program to be performed by the District's testing laboratory.

4. The costs of testing done by the District's testing laboratory for the Contractor will be deducted from the Contract Price by Change Order.

5. The Contractor may not arrange for testing upon portions of the work already completed except with the written consent of the District and Architect.

E. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

F. The District shall have the right to make tests at any time on materials or work done whether those materials are specified or substituted items.

1.7 LABORATORY RESPONSIBILITIES

A. Provide qualified personnel at site. Cooperate with District, Architect, Project Inspector and Contractor in performance of services.

B. Perform specified sampling and testing of materials in accordance with specified standards.

C. Ascertain compliance of materials and mixes with requirements of Contract Documents.

D. Promptly notify Division of the State Architect, District, Project Inspector and Contractor of observed irregularities and non-conformance of work and products.

E. Perform additional tests required by District, and Division of the State Architect.

F. Attend Pre-Construction Meeting, Progress Meetings and other meetings as requested by District.

G. Perform all tests required by the Division of the State Architect for this Project. See form DSA-103 in this Project Manual and individual specification sections.

1.8 LABORATORY REPORTS

A. Test/Inspection Reports:

1. Reports will comply with Section 4-335(d), Part 1, Title 24, CCR.
2. Include every test and inspection made regardless of whether such tests and inspections indicate that the material and procedures are satisfactory or unsatisfactory.
3. Include records of special sampling operations as required.
4. Indicate that materials were sampled and tested in accordance with requirements of CCR regulations and Construction Documents.
5. Indicate specified design strength of materials such as masonry, concrete and steel.
6. State whether or not materials and procedures comply with requirements of the Contract Documents.
7. Submit copies of reports to Division of the State Architect, District, Project Inspector, and Contractor within 14 days of tests. Submit copies of reports of non-complying materials and procedures immediately.

B. Verified Reports:

1. Soils Engineers inspecting placement of fills and Special Inspectors will submit Verified Reports in accordance with Section 4-336, Part I, Title 24, CCR.
   a. Special inspections requiring Verified Reports include, but are not limited to, inspections of masonry construction, glued-laminated timber fabrication, wood framing using timber connectors, manufactured trusses, ready-mixed concrete batting, shotcrete application, shop welding and field welding.
   b. Submit two copies of reports directly to the Office of Regulation Services; forward one copy each to District, Architect and Project Inspector.

2. Soils Engineers and testing laboratories conducting tests on materials will submit verification of test reports at completion of testing program and when required by Office of Regulation Services in accordance with Section 4-335(e), Part I, Title 24, CCR.

   a. The Final Laboratory Verified Report or Laboratory Affidavit will indicate whether every material tested passed and disposition of problems associated with earlier deficient test reports.

   b. Submit two copies of each report directly to Office of Regulation Services; forward one copy each to District and Project Inspector.

1.9 LIMITS ON AGENCY OR TESTING LABORATORY AUTHORITY

A. Agency or laboratory may not release, revoke, alter or enlarge on requirements of Contract Documents.

B. Agency or laboratory may not approve or accept any portion of the work.

C. Agency or laboratory may not assume any duties of Contractor.

D. Agency or laboratory has no authority to stop work.

1.10 CONTRACTOR RESPONSIBILITIES

A. Package and deliver to laboratory at designated location adequate samples of materials proposed to be used which require testing. Samples shall be selected by laboratory personnel. Allow proper time for selecting samples, and making tests or considerations.

B. Cooperate with laboratory personnel, and provide access to work and to manufacturer's facilities.

C. Provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples as selected by laboratory personnel at the site or at source of products to be tested, to facilitate tests and inspections, and for storage and curing of test samples.

D. Schedule all tests and inspections with the testing and inspections firm and to notify District and Project Inspector a minimum of 3 working days prior to expected time for operations requiring inspection and testing services. Do not allow work to be covered prior to inspection and testing.

E. Cooperate fully with the testing laboratory’s personnel and with special inspectors in inspecting any part of the construction and in taking any samples of materials required to be tested. Provide access to the work. The Contractor’s personnel shall furnish and cut or prepare all samples in the presence of either the testing laboratory personnel or the special inspectors and secure the witness’s initial on each sample prepared.

F. Notify the testing laboratory to send a bonded messenger to pick up the initialed samples the same day the samples were prepared. Alert the testing laboratory 3 working days in advance as to the times and location of the required sampling, tests and inspections so as to not delay the work of the project, and make sure that the required sampling, tests inspections are promptly completed.

1.11 INSPECTIONS AND TESTS

Required inspections and tests may include, but are not limited to, the following:

A. Testing Certificates to be provided by Contractor:

1. Mill test reports for reinforcing steel.
2. Mill test reports for cement.
3. Weighmaster's tickets for each load of transmit mixed concrete.
4. Weighmaster's affidavit.
5. Certifications of welders.
6. Certifications of materials.

B. Initial Testing Provided by District:

1. Site Clearing: Test compaction of excavation backfill.
2. Earthwork:
   a. Sample and test fill and base materials for compliance with specified requirements.
   b. Inspect placement of engineered fill.
   c. Inspect bottoms of footings and foundation trenches.
   d. Test compaction of each layer of engineered fill.
3. Trenching:
   a. Inspect placement of trench backfill.
   b. Test compaction of trench backfill.
4. Asphaltic Concrete Paving:
   a. Sample and test quality of paving and base if directed by District.
   b. Test compaction of paving and base if directed by District.
5. Portland Cement Concrete Paving:
   a. Review mix designs.
   b. Sample and test compressive strength of concrete.
   c. Sample and test slump of concrete.
6. Concrete Reinforcing:
   a. Review mill tests.
   b. Sample and test unidentified reinforcing steel.
   c. Sample and test identified reinforcing steel.
   d. Inspect placement and installation of reinforcing steel.
   e. Inspect field welding of reinforcing steel.
7. Cast-In-Place Concrete:
   a. Sample and test cement.
   b. Sample and test aggregate.
   c. Review mix designs and confirm mix design proportions with weighmaster.
   d. Perform initial batch plant inspection.
   e. Inspect concrete placement.

f. Sample and test slump of concrete.

g. Test air content of concrete.

h. Sample and test concrete for compressive strength.

i. Test concrete for shrinkage.

8. Structural Steel:

a. Review mill certificates for shapes and plates.

b. Sample and test unidentified steel.

c. Establish recommended procedures for shop and field welding.

d. Inspect shop and field welding, including welded studs.

e. Test full penetration welds.

9. Metal Fabrications:

a. Inspect shop and field welding of load bearing fabrications.

b. Test full penetration welds in load bearing fabrications.

10. Rough Carpentry: Load test expansion anchors.

11. **DSA 103 Form. See the DSA 103 form, following Section 00 31 32.16, for required tests.**

C. The cost of the following initial tests, if required, will be deducted by the District from the Contract Price by Change Order.

1. Testing to establish equivalence of material not properly identified.
2. Testing to establish equivalence of substitutions.
3. Testing required to expedite Contractor's operations.
4. Testing relating to repair of work which fails to meet specifications.
5. Testing and inspection required to correct damage to material in shipping and erection.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION 01 45 29

SECTION 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 14 00 – "Work Restrictions"

C. Section 01 31 00 – "Project Management and Coordination"

D. Section 01 66 13 – "Hazardous Material"

E. Section 01 35 00 – "Special Procedures"

F. Section 01 74 19 – "Construction Waste Management and Disposal"

G. Section 01 57 23 – "Storm Water Pollution Prevention Plan"

H. Section 01 74 00 – "Cleaning and Waste Management"

I. Section 01 77 00 – "Contract Closeout Procedures"

J. Divisions 2 through 33 Sections for specific requirements for Temporary Facilities and Controls for the Work in those Sections.

1.3 TEMPORARY FACILITIES AND CONTROLS PLAN

A. Prior to the start of Work at the Site, Contractor shall provide full size drawings of site plan drawings illustrating the following:

1. Locations and dimensions of temporary facilities including, but not limited to, all site trailers. Include floor plan layouts and pertinent details.
2. Equipment and material storage areas.
3. Pedestrian access paths and crossings,
4. Location of way finding and other signage,
5. Contractor haul routes and avenues of ingress/egress to and within the Campus.
6. All fenced area and details of the fence installation.
7. Identify any areas which may have to be paved or graveled to control dust or prevent tracking of mud.
8. Other items including locations of safety and construction fences and/or barriers, construction entrances, trash dumpsters, temporary sanitary facilities, and worker parking areas.

B. Contractor shall submit to District one (1) hard copy, and a PDF of the Temporary Facilities and Control Plans for review by the District.

C. Contractor shall not perform any work at the Site until said site plan submitted by the Contractor has been accepted in writing by the District.

D. Contractor can include this plan as part of the plan required by Section 01 14 00, Work Restrictions.

1.4 REQUIRED TEMPORARY FACILITIES AND CONTROLS

A. Contractor shall provide and maintain all temporary facilities, utilities, and controls as required to perform the Work and as required herein. Materials, installation, and maintenance of temporary utilities and facilities shall be in compliance with all applicable local and State regulatory requirements. Remove temporary utilities and facilities, including associated materials and equipment, when no longer required. Restore and recondition existing facilities used during construction and areas of the Site, roads, driveways, parking lots, landscaping, and any other existing improvements either damaged or disturbed by the installation of temporary facilities or utilities to their original condition. Remove and properly dispose of debris resulting from removal and reconditioning operations.

B. Contractor shall furnish and install requirements for temporary utilities, facilities, security, and protection which include but are not limited to the following:

1. **Temporary Electric Power and Lighting**

a. The installation and removal of all temporary distributions of power throughout the Site shall be the sole responsibility of the Contractor without adjustment to the Contract Price or the Contract Time. The Contract Price shall not be adjusted on account of any disruption, reduction or elimination of electrical power service to the Site. Contractor shall provide power outlets for construction operations, with branch wiring and distribution boxes located as required to complete the Work.

b. Contractor shall provide and maintain electrical power at the Site for construction purposes, for temporary facilities and trailers, and for any other site offices or trailers required by the Contract Documents. Contractor shall provide all necessary wiring and appurtenances.

c. Contractor shall provide and maintain distribution of temporary electrical power and lighting to the Work and for use by the District project manager and project inspector.

d. Contractor shall provide temporary power main service disconnect and over current protection at convenient locations and as required by governing codes.

e. The Contractor shall be responsible for providing temporary facilities as required to deliver power service from the point of connection to the point(s) of intended use.

f. The Contractor shall provide, install, and maintain temporary electrical lighting wherever necessary to provide illumination for the proper performance and/or observation of the Work. Where required, a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work shall be provided.

g. Existing Temporary LED Lighting: In addition to maintaining existing exterior light poles and lighting during the construction duration, the Contractor shall maintain in good condition the existing temporary LED lighting installed approximately every

eight feet along the temporary fencing on 2”x4” wood posts secured to the temporary fencing adjacent to pedestrian paths of travel on the west, east, and south sides of the project site, plus along the northeast main entrance. Contractor shall replace any lighting that may burn out or damaged by Contractor during the contract duration. Contractor is responsible for removing all of the temporary lighting after Substantial Completion and when existing permanent lighting is in place.

2. **Temporary Communications/Telephone**

   a. Contractor shall provide, maintain, and pay for all required communications and data services (including without limitation telephone, e-mail and internet) to all Project field offices to include a multi-function printer, copier, scanner, fax unit commencing at the time of Project mobilization, including all installation, connection, and monthly charges. The installation and removal of all temporary telephone and data distribution shall be the sole responsibility of the Contractor without adjustment of the Contract Price or the Contract Time.

   b. Contractor shall provide, maintain, pay for telephone and data/internet service to field offices at time of project mobilization and for the duration of the project. Contractor to pay costs for telephone installation, telephones, internet access, maintenance services and removal.

   c. Contractor to provide a list of important telephone numbers at each telephone on the site offices including, but not limited to the following:

      i) Police and Fire Departments
      ii) Campus Police Services
      iii) Ambulance Service
      iv) Contractor’s home office
      v) All Principal Subcontractors’ field and home offices
      vi) Architect’s office
      vii) Engineer’s office
      viii) District office
      ix) Project Manager and Construction Manager
      x) Project Inspector of Record
      xi) Campus Building & Grounds Department
      xii) Testing Laboratory

   d. Provide Contractor superintendent with cellular telephone for use when away from field office.

3. **Temporary Water**

   a. The District will furnish and pay for water during the work to the extent water is available on the Site. The Contractor shall be responsible for providing all temporary facilities required to deliver District water from the point of connection to point of intended use on the Project.

b. Contractor shall be allowed to utilize water from the District for domestic use only. Water shall not be provided nor used for dust control, street cleaning, cleaning tools, soil compaction, or vehicle washing. Water used for such purposes shall be provided by the Contractor at its expense.

c. Contractor shall provide and maintain necessary temporary water supply connections, pipes, hoses, nozzles, and fittings required. Before final acceptance, all temporary water supply components installed by Contractor shall be removed in a manner approved by District's Representative.

d. Unnecessary waste of water will not be permitted. Special hydrant wrenches shall be used for opening and closing fire hydrants, in no case shall pipe wrenches be used for this purpose. Contractor shall obtain written approval and pay all required fees of governing agencies having jurisdiction (e.g., Yolo County Fire Protection District) prior to using any fire hydrant water on or off Yuba Community College District property.

e. Contractor shall provide and use backflow preventers on water lines at point of connection to any District water supply. Backflow preventers shall comply with requirements of California Uniform Plumbing Code. The installation and removal of all temporary backflow preventers on the Site shall be the sole responsibility of the Contractor without any adjustment to either the Contract Sum or the Contract Time. Before final acceptance, all temporary connections and piping installed by Contractor shall be removed in a manner approved by District's Representative.

f. Contractor shall provide and make potable water available for human consumption. Contractor shall provide and maintain suitable quality water service required for construction operations.

4. **Temporary Fences**

a. Temporary Fencing: Contractor shall provide temporary fencing around specified construction areas for safety and protection. Provide chain link fencing not less than six (6) feet in height, complete with metal posts and required bracing, anchorage, visual screening (green fabric), and with truck and pedestrian gates. All vehicle and Pedestrian gates and openings shall have gates secured after hours of operation.

b. Contractor shall provide padlocks used for securing all gates. Padlocks shall be designed to prohibit cutting of shackle. Contractor shall coordinate keying strategy with District and Yolo County Fire Protection District

c. Contractor shall be responsible for locking gates and shall be secured with minimum 3/8-inch-thick, 30 grade coil chain, minimum 5/16-inch cable. Gates shall be kept closed and locked at all times when not in use.

d. All existing fences affected by the Work shall be maintained by Contractor until Final Completion of Project. Fences which interfere with construction operations shall not be relocated or dismantled until District gives written permission to do so, and the timing of fence relocation or dismantling has been agreed upon. Where fences must

be maintained across the construction easement, adequate gates shall be installed. Site Enclosure Fence: Contractor shall furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gate.

e. Contractor will be responsible for maintaining security by limiting number of keys and restricting distribution to authorized personnel.

f. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft and similar violation of security.

g. Contractor shall provide secure lockup for stored materials and equipment which are of value or attractive for theft.

h. Contractor shall be responsible for project security for materials, tools, equipment, supplies and completed and partially completed Work.

i. On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to a better condition, and to their original locations.

j. Lease Period: Contractor shall assume responsibility of the existing lease but note the Increment 0 Contractor paid the cost of the fencing for the duration of this project. Any damage to the temporary fencing caused by Contractor shall be repaired to the satisfaction of the fencing company prior to the Increment 2 Contractor assuming responsibility.

5. **Temporary Protection of Public and Private Property**

a. Contractor shall protect, shore, brace, support and maintain all existing underground utilities including but not limited to the following: all pipes, conduits, drains and other underground construction uncovered or otherwise affected by construction operations.

b. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences and other surfaces structures affected by construction operations, together with all sod and shrubs in yards, planting areas, and medians, shall be restored to their original condition, wherever affected by construction operations. All replacements shall be made with new materials.

c. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Contractor or Subcontractors. Contractor shall be solely responsible without adjustment of the Contract Price or the Contract Time to make satisfactory and acceptable arrangements with the District, or the agency or authority having jurisdiction over the damaged property, concerning its repair or replacement or payment of costs incurred in connection with the damage.

d. All fire hydrants and water control valves shall always be kept free from obstruction and available for use.

6. **Temporary Sanitary Facilities**

a. Contractor shall provide and maintain temporary sanitary toilets for use of all workers throughout the course of the Work. At a minimum, sanitary facilities shall be located at the trailer site, Contractor staging area(s) and adjacent to Work areas.

b. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the Project, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least (1) toilet will be furnished for each (15) persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.

c. Contractor shall comply with all minimum requirements of the Contra Costa Health Department or other public agency having jurisdiction.

d. Maintain temporary facilities in a sanitary condition at all times during the Project.

e. Contractor will keep sanitary facilities free from graffiti.

f. Use of toilet facilities installed as part of the Work shall not be permitted.

g. All Portable toilets shall be located within fenced areas of the Site.

h. Contractor shall be responsible for providing access to the temporary toilet facilities.

7. **Temporary Barriers and Enclosures**

a. Contractor shall provide barriers to prevent unauthorized entry to construction areas to allow for District's use of the Site, and to protect existing facilities and adjacent improvements from damage during construction operations.

b. Contractor shall provide barricades as required by the Contract Documents, governing agencies, and/or field conditions in order to protect public access pathways to existing buildings scheduled to remain open during any part of the Work

c. Contractor shall protect vehicular traffic, stored materials, Site, and existing structures from damage.

d. Contractor shall provide and maintain temporary enclosures to prevent public entry to any construction area, and to protect all persons using other existing buildings and portions of the Site and/or premises Contractor shall maintain safe access to all existing facilities to remain in operation during any part of the Work

8. **Temporary Water Control**

a. Contractor shall comply with Section 01 57 23 (Storm Water Pollution Prevention Plan.)

9. **Temporary Pollution Control**

a. Contractor shall prevent the pollution of drains and watercourses by sanitary waste, sediment, debris and other substances resulting from construction activities. See Section 01 57 23 and the other Contract Documents for additional information and requirements.

b. No sanitary wastes shall be permitted to enter any drain or watercourses other than sanitary sewers. No sediment, debris or other substance shall be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service and all possible Best Management Practices (BMPs) shall be taken to prevent such materials from entering any drain to watercourse. Rate of discharge for storm water may be not increased by the Project during or following construction.

c. In the event that dewatering of excavations is required, Contractor shall obtain the necessary approval and permits for discharge of the dewatering effluent from the local

jurisdiction. Contractor shall be responsible for assuring that water quality of such discharge meets the appropriate permit requirements prior to any discharge.

d. Contractor shall comply with the District Storm Water Pollution Prevention Plan for this Project.

10. **Construction Aids**

a. Contractor shall furnish, install, maintain and operate all construction aids as required for the performance of the Work. Such construction aids include, but are not limited to, elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding, and temporary stairs.

11. **Erosion Control**

a. Contractor shall comply with the Storm Water Pollution Prevention Plan for all Work on this Project including Work under this Specification Section. See Section 01 57 23 and the other Contract Documents for additional information.

b. Contractor shall prevent soil erosion on the Site and adjacent property resulting from its construction activities to the maximum extent practical, including implementation of Best Management practices. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation or other operations that will disturb the natural protection.

c. Work shall be scheduled to expose areas subject to erosion for the shortest possible time and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage, temporary construction buildings and temporary Field office buildings shall be located and construction traffic routed to minimize erosion. Contractor shall provide temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

12. **Vehicular and Pedestrian Traffic Controls**

a. The Campus is an active site, with vehicular and pedestrian traffic occurring at all times of the day and all days of the week. Contractors shall coordinate with District's Representative concerning vehicular traffic associated with the construction to minimize disruption to campus operations. Delivery trucks and large equipment shall enter the Contractors access gate and shall use the route mutually agreed upon between District and Contractor. Contractor shall provide signage directing construction and delivery traffic to this gate. Contractor shall provide information regarding sign types, size, material, text and locations to be reviewed and approved by the District Representative, and the Campus prior to installation. See Article 12 below for additional requirements, and Section 01 14 00, Work Restrictions for additional requirements for vehicular access, traffic control and related restrictions and requirements.

b. Contractor shall always keep all required Fire District and emergency vehicle access paths free from obstruction during the Project. See Architectural Drawings for the location of the existing fire road. The Yolo County Fire Protection District always requires unobstructed access along this road and will require keys to the Contractor's temporary fence gates. The Contractor will not be allowed to park vehicles along the

fire lane, nor be allowed to store any materials or equipment that obstructs the path of travel by the Fire District, unless approved in writing by both the Fire District and the District.

c. Areas where the construction zone and Campus Activity converge, the Contractor shall include automatic flashing safety warning signs, pedestrian crosswalk striping and signage to provide a safe path of travel. Contractor shall also provide a flag person, at all times, truck traffic is entering or exiting the construction zone. Contractor shall provide a plan for review and approval by the District. Contractor shall anticipate, and include in their bid, curb cuts, regrading driveways and walkways in some areas to accommodate pedestrian and vehicular traffic, including Contractor's ingress and egress to the Site.

d. Contractor shall not allow any construction personnel parking or other related equipment parking on City streets. City streets shall not be used for material storage or laydown areas unless the Contractor obtains encroachment permits from the City.

13. **Trees and Plant Protection**

a. Contractor shall preserve and protect existing trees and plants on the Site that are not designated or required to be removed and those adjacent to the Site. See other Contract Documents for additional information and requirements.

14. **Dust Control**

a. Contractor shall conduct all 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 and neighboring communities. See other Contract Documents for additional information and requirements.

15. **Temporary Signage**

a. See Section 01 14 00, Work Restrictions, Drawing and other Contract Documents for additional information and requirements for temporary signage.

b. Sign must be reviewed and approved by the District and the Campus prior to installation. Contractor shall use an experienced sign company to produce all temporary signs. Install signs where indicated in Contract Documents, and/or as required by the District. Unauthorized signs are not permitted.

c. Contractor shall provide temporary directional way-finding signs around the Project site to guide faculty, students, and visitors to safely navigate around construction activities at the Project site and to warn faculty, students, and visitors of potential safety hazards. Contractor shall provide an additional **4** wayfinding signs to match existing at the Project Site, or on fencing or other structures as approved by the District. A sample way-finding sign is attached at the end of this section that provides basic dimensions, materials, backgrounds and related information. However, final proposed signs by Contractor shall be reviewed and approved by the District and Campus prior to fabrication and installation.

d. In addition too way-finding signs, additional safety sign types shall include, but not be limited to: Danger/Construction Area/No Trespassing; Caution/Demolition Work in

Progress; Do Not Enter/Authorized Personnel Only; Warning/Hard Hat Required Beyond this Point; Eye Protection Required Beyond this Point; Danger/Flammable Materials/ No Smoking Within 25 Feet; Danger/Keep Gate Closed; Caution/Laser Operation in Use; Caution/Overhead Work in Progress; Power Actuated Tools in Use; All Visitors Report to Job Trailer; Eye Wash Station; Authorized Access Only; Danger/No Trespassing; Caution/Construction Traffic; Caution/Pedestrian Traffic; Building Closed, and Contractor Deliveries. All signs shall be in both English and Spanish; and shall be in a quantity required and applicable as approved by the District. A sample safety sign type is attached at the end of this section for general guidance, but final proposed signs by Contractor shall be reviewed and approved by the District and Campus prior to fabrication and installation.

e. Contractor shall maintain and touch-up signs, so they are always legible.

f. Contractor shall maintain and touch-up signs, so they are always legible.

16. **Temporary Heat, Ventilation and Lighting**

a. Provide temporary heat as required to maintain adequate environmental conditions to facilitate progress of the work, to meet specified minimum environmental conditions for the Work and to protect materials and finishes from damage due to improper temperature and humidity conditions.

b. Portable heaters shall be standard units complete with controls, appropriate safety features, and bear testing lab approval markings.

c. Provide adequate forced ventilation of enclosed areas as required for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors and gases.

d. HVAC Equipment: Unless District authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

i) Use of gasoline-burning space heater, open-flame heater or salamander-type heating units is prohibited.

ii) Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction and marked for intended use.

PART 2 – PRODUCTS

2.1 TEMPORARY FACILITIES/TEMPORARY FIELD OFFICE – NOT USED

A. Separate Project Inspector's Field Office Building – NOT USED:

2.2 EQUIPMENT

B. Fire Extinguishers: Contractor shall provide Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures according to NFPA 10.

C. First Aid Supplies: In compliance with governing regulations.

2.3 MATERIALS

Not used

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of Work. Relocate and modify facilities as required by progress of the Work during entire project including all phases of project.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

C. Contractor shall verify and coordinate all relocation of facilities with the District Representative.

3.2 OPERATION, TERMINATION AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion and acceptance by the District.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use a permanent facility or no later than Final Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.

17. Materials and facilities that constitute temporary facilities are property of Contractor. District reserves the right to take possession of Project Identification signs at no cost to the District.

18. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at temporary entrances, as required by authorities having jurisdiction.

19. Clean and renovate permanent facilities used during construction period prior to Final Completion. Comply with final cleaning requirements specified in Section 01 77 00, Closeout Procedures.

END OF SECTION 01 50 00

SECTION 01 57 23

TEMPORARY STORM WATER POLLUTION CONTROL

STORM WATER POLLUTION PREVENTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED DOCUMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – “Summary of Work”

B. Section 01 71 23 – “Field Engineering”

C. Section 01 33 00 – “Submittal Procedures"

D. Section 01 41 00 – “Regulatory Requirements”

E. Section 00 72 00 - General Conditions Article 13.12, Storm Water Pollution Prevention

F. Divisions 2 through 33 Sections for Storm Water Prevention Plan requirements for the work in those sections.

1.3 BACKGROUND

A. Storm drains discharge directly to creeks and the Bay without treatment. Discharge of pollutants (any substance, material, or waste other than uncontaminated storm water) from this project into the storm drain system is strictly prohibited by the State Water Resources Control Board (SWRCB) Order 2009-0009 DWQ (Order) and California Regional Water Quality Control Board (RWQCB) Water Quality Control Plan San Francisco Bay Basin Plan (Basin Plan).

B. This specification is applicable to this Project since it will disturb (e.g., digging, trenching, grading, clearing, filling) one or more acres of land surface. Contractor shall calculate and confirm the disturbed soil acreage and submit calculations to the District.

C. This specification also covers Linear Underground/Overhead Projects as regulated by the Order.

D. Area of land surface disturbance includes but is not limited to:
   1. Clearing of the land both for access (i.e. access roads) to the site as well as preparing the site for constructing the project,

2. Constructing access roads to the Site,
3. Grading of the Site in total,
4. Equipment staging area, maintenance area, and construction easement if they occur atop a soil surface which has not been included in the calculation for area of soil disturbance,
5. Material and/or soil stockpiles if atop a soil surface (not if atop an impervious surface such as concrete or asphalt),
6. Area of asphalt or concrete pavement removal if it is removed entirely to the soil surface,
7. Area that is related to demolition and removal of existing structures if that demolition and removal is to the soil surface.
8. Concrete truck clean-out areas if atop a soil surface.

1.4 SUMMARY OF WORK

A. Provide storm water pollution prevention plan as specified and as required by appropriate regulatory authorities, complete.

B. Work In this section includes all labor, equipment, and materials necessary for the preparation, implementation, maintenance, and monitoring of the Storm Water Pollution Prevention Plan (SWPPP). Principal items of work included herein include, but are not limited to:
1. Plan administration, maintenance, update, and termination.
2. Placement of erosion/pollution control devices (where applicable).
3. Maintenance and monitoring of control devices.
4. Miscellaneous related work necessary for plan compliance.
5. Reports and certificates.
6. Monitoring and associated report (based on Risk Level).

C. Work under all other sections of this specification shall comply with the requirements of this section. All trades working on the Project need to be aware of and in compliance with the SWPPP.

D. All materials that can potentially enter and/or pollute storm water discharges and the generation of non-storm water discharges shall be in compliance with the SWPPP. Representative materials and procedures include erosion control of construction vehicles and equipment, and general construction debris potentially entering the storm drain system's natural flow course.

1.5 REQUIREMENTS

A. The State Water Resources Control Board uses the Storm Water Multiple Application and Report Tracking System (SMARTS) SMARTS web based application for storm water permit processing and tracking. The Contractor shall input data and upload documents required for storm water permit compliance. The program is also responsible for processing, reviewing, updating, terminating Notices of Intent (NOIs), annual reports, and maintaining the billing status of each discharger. SMARTS has been developed to provide an online tool to assist dischargers in submitting their NOIs, NECs, NOTs, and Annual Reports, as well as, viewing/printing Receipt

Letters, monitoring the status of submitted documents, and viewing their application/renewal fee statements. The system will also allow the Regional Board and State Board staff to process and track the discharger submitted document is a user account and password protected system where a valid user account and password is needed to access the system. Prepare Permit Registration Documents according to the requirements found in this section. Electronically submit these documents to the District at least 15 working days prior to the land surface disturbance at the Site. Once the documents.

SMARTS is a user account and password protected system where a valid user account and password is needed to access the system. Prepare Permit Registration Documents according to the requirements found in this section. Electronically submit these documents to the District at least 15 working days prior to the land surface disturbance at the Site. Once the documents are approved, the Contractor shall upload the required data and documents to the SMARTS web site.

B. Provide a Qualified Storm-Water Pollution Prevention Plan (SWPPP) Developer (QSD) and a Qualified SWPPP Practitioner (QSP) for SWPPP development and implementation as defined in the Order ("Qualified" means the developer and/or practitioner possesses the necessary professional license, i.e. Professional Engineer, Geologist, etc. and has passed any exam(s) required to obtain the QSD/QSP certification. Refer to the specific requirements as shown within the SWRCB General Construction Permit and regulations). The QSD or QSP shall input and maintain data and documents in the SMARTS web site to ensure compliance with the state storm permit at all times.

C. Provide all material, labor, equipment, for installation, implementation, and maintenance of all surface-water pollution prevention measures. This work includes the following:
   1. Furnishing, placing, and installing effective measures for preventing erosion and runoff of soil, silts, gravel, hazardous chemicals or other prohibited materials defined by the SWRCB and RWQCB.
   2. Managing on-site construction materials in such a manner as to prevent said materials from contacting storm water or wash water and running off-site into the storm drain system.
   3. Complying with applicable standards and regulations for water pollution and erosion control.
   4. Include post-construction storm water pollution prevention structures in the storm water pollution prevention plan. Contractor shall use construction drawings as the reference for post-construction BMPs.

D. Contractor will not be required to maintain post-construction pollution prevention structures. However, Contractor is required to provide operations and maintenance documents to the District at the end of construction.

E. In this section, the term "storm drain system" shall include storm water conduits, storm drain inlets and other storm drain structures, street gutters, channels, watercourses, creeks, lakes, and the San Francisco Bay.

F. Sanitary sewer discharge regulations are intended to provide protection of the sanitary sewer system and appropriate municipal utility water pollution control plant. In this specification,

"sanitary sewer" shall include any sanitary sewer manhole, clean-out, side sewer or other connection to the area wastewater treatment plant.

G. Contractor shall have storm drain pollution prevention measures in place and follow this specification anytime rain is predicted in the San Francisco Bay Area by the National Oceanic and Atmospheric Administration (NOAA) prediction for rain at or above 50%. It is the responsibility of the Contractor to be prepared for a rain event at all times required by the Order, to be aware of weather predictions, and to perform actions triggered by prediction of such rain events. The District is not responsible for informing the Contractor of rain predictions. In the event the Project is determined to be a Risk Level two or higher project by the Contractor's QSD/QSP, the Contractor must create a Rain Even Action Plan (REAP) anytime rain is predicted (50% or greater chance as mentioned above) within 48 hours. The QSP must implement the REAP and have it on-site no later than 24 hours prior to the rain event.

H. Construction site sanitary sewer blockage will likely result in a back-up and overflow to the storm drain system. The Contractor shall immediately notify the District and the Project Inspector of record if there is a clogged sanitary sewer, and implement a plan to re-direct sewage if an overflow of the sanitary sewer will result in sewage discharge to the storm drain.

I. Contractor shall not allow any non-storm water to enter the storm drain system. Non¬storm water includes domestic supply water used to wash streets, painting and drywall equipment, tools, equipment, or vehicles. Except for certain fire-line flushing and testing procedures, contact the District for discharge approval.

1.6 REGULATIONS AND STANDARDS

A. Contractor shall comply with the following applicable regulations:
1. Clean Water Act, United States Environmental Protection Agency, and Porter-Cologne Clean Water Act, State of California.
2. "San Francisco Bay Basin (Region 2) Water Quality Control Plan" (Basin Plan), California Regional Water Quality Control Board,
3. California State Water Resources Control Board NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION AND LAND DISTURBANCEACTIVITIES, Order 2009- 0009 DWQ (Order) and all Amendments.

B. Contractor shall comply with industry-standard guidelines on storm drain pollution prevention, such as:
1. 2009 CASQA Construction BMP Handbook, available electronically at the California Stormwater Quality Association (CASQA) interactive web portal.

1.7 SUBMITTALS/DELIVERABLES

A. Prepare Permit Registration Documents (PRD) according to the requirements found in Attachment B of the Order. Submit these documents to the District electronically at least 20 working days prior to the soil disturbance at the Site. Some or all of the following documents may be required, depending on the site Risk calculation, monitoring requirements, construction phase storm water treatment systems, and post-construction storm water treatment

structures:

1. Storm Water Pollution Prevention Plan created by the Contractor's QSD
2. Site Map
3. Post-construction water balance form
4. Risk Calculation
5. Active Treatment Systems plans (based on Risk Level determined in PRD)
6. Others as may be required by the State Water Resources Control Board Order 2009 0009 DWQ.
7. Erosion control and water pollution control drawings based on actual construction phasing and staging locations. Contractor shall use construction drawings and requirements from the construction general permit as the reference for these drawings.

B. The Notice of Intent (NOI) will be completed by the District following electronic upload of the approved documents to the SMARTS web site by the Contractor.

C. Monitoring Reports. Monitoring sampling results reports are mandated according to the Risk Level and specific characteristics of the Site as prescribed in the Order. Contractor shall determine the required monitoring reports according to the Order and submit a list of such documents to the District and the SMARTS database. When the Project is underway, the Contractor shall produce the mandated reports electronically and submit them to the District and SMARTS electronically within 2 days of the conclusion of the rain event, and within 1 day of Numeric Action Level exceedance.

D. Annual Reports. Contractor shall determine the required information according to the Order and electronically submit the Annual Report electronically to the District and the SWRCB via SMARTS database.

E. Notice of Termination. Contractor shall determine the required information according to the Order and electronically submit Notice of Termination documents to the District and the SWRCB via the SMARTS database.

F. Complete and provide the Post-Construction Water Balance Performance Standard Spreadsheet as found in Appendix 2/2.1 of the Order.

1.8 ENVIRONMENTAL ENFORCEMENT

A. State, regional, and local agencies have authority to enforce, through codified regulations, any portions of this Section that if not implemented may violate applicable regulations. Agency enforcement may include but is not limited to: citations, orders to abate, bills for cleanup costs and administration, civil suits, and/or criminal charges. Contract compliance action by the District shall not be constructed to void or suspend any enforcement actions buy these or other regulatory agencies.

PART 2 - MATERIALS

2.1 GENERAL

A. Provide materials as required for execution of the Work required by the approved Stormwater Pollution Prevention Plan, prepared by the Contractor's QSD

PART 3 - EXECUTION

3.1 GENERAL

A. Report any hazardous or unknown material spills immediately to a District Representative. If a spill occurs after hours or on a weekend, contact the campus Police Department. The Contractor is responsible for ensuring that its employees and subcontractors (if any) working on site are aware of the location of the campus phone nearest the Site. The Contractor is also responsible for creating the necessary spill reports outlined in the construction general permit and must upload them to SMARTS.

B. Adhere to the requirements of the Order.

3.2 SPILL PREVENTION AND CONTROL

A. The Contractor shall keep spill cleanup materials, such as rags or absorbents, readily accessible on-site.

B. The Contractor shall immediately contain and prevent leaks and spills from entering storm drains, and properly clean up and dispose of the waste and cleanup materials. If the waste is hazardous, the Contractor shall dispose of hazardous waste only at authorized and permitted Treatment, Storage, and Disposal Facilities, and use only licensed hazardous waste haulers to remove the waste off-site, unless quantities to be transported are below applicable threshold limits to transportation specified in State and Federal regulations.

C. The Contractor shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials.

D. The Contractor shall report any hazardous materials spill to Emergency 911.

3.3 DE-WATERING AND SEDIMENT MANAGEMENT AND NONHAZARDOUS MATERIAL/WASTE MANAGEMENT

A. If storm water or groundwater in site excavations or drilled holes, (e.g., trenches, pits, pier holes, footings), needs to be removed, it shall be made clean by filtering, settling, or other method capable of removing solids and suspended particles from this water prior to discharge to the storm drain system. The Contractor shall ensure that this discharge complies with all applicable provisions of the Basin Plan.

B. If excavation water is domestic supply water, or the water is contaminated with a hazardous

substance, then the Contractor shall dispose of according to guidance from the District. For disposal authorization, the Contractor shall contact the District to determine the discharge requirement.

C. If the Contractor suspects the presence of contaminated groundwater, or domestic supply water, the Contractor shall immediately notify the District. The Contractor shall not attempt to pump out or treat any material suspected of containing a hazardous material or petroleum product.

D. Designated Area:
1. The Contractor shall propose designated areas of the Site, for approval by the Engineer, suitable for material delivery, storage, and waste collection that, to the maximum extent practicable, are near construction entrances and away from catch basins, gutters, drainage courses, and creeks.

E. Granular Material:
1. The Contractor shall store granular material at least ten feet away from catch basin and curb returns.
2. The Contractor shall not allow granular material to enter the storm drains or creeks.
3. When rain is forecast within 24 hours or during wet weather, the Engineer shall require the Contractor to cover granular material with a tarpaulin and to surround the material with sandbags

F. Dust Control: The Contractor shall use reclaimed water if available to control dust on a daily basis or as directed by the QSP. If reclaimed water is not available, Contractor to use domestic water.

3.4 HAZARDOUS MATERIAL/WASTE MANAGEMENT

A. Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with City, State and Federal regulations.

B. Store hazardous materials and wastes in secondary containment and cover them during wet weather.

C. Follow manufacturer’s application instructions for hazardous materials and do not use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.

D. Arrange for appropriate disposal of all hazardous waste.

E. See Specification Section 01 66 13, Hazardous Materials for more information and requirements.

3.5 SANITARY SEWER DISCHARGE POINT IDENTIFICATION

A. If the Contractor will be disposing of water from a settling operation, or any other water approved by the District for sanitary sewer disposal, the Contractor will verify with the Buildings and Grounds Department that the manhole used for disposal is a sanitary sewer and

not a storm drain. (Note: do not assume that a manhole is a sanitary sewer, even if the words "sanitary sewer" is embossed on it. Sometimes utility maps and manhole cover designations are incorrect.)

3.6 WATER MAIN AND SANITARY SEWER LINE BREAK CONTINGENCY PLAN

A. If working on or near a water main line or sanitary sewer line, the Contractor shall have a written emergency response plan that states procedures for responding to a break and release of supply water to the storm drain system. This plan shall be made part of the SWPPP. The Contractor shall meet the following requirements:

1. Water Main Work
    a. Determine the direction of water flow if the main were to break.
    b. Build a containment berm between the work area and the storm drain inlet(s) that the water would flow into. Make the containment structure large enough to hold the water so that it can be pumped to a sanitary sewer.
    c. Build this containment structure before digging.
    d. If there is a water main break, pump the water that collects in the containment structure to a sanitary sewer.
    e. If the containment fails, prevent chlorinated water from entering the storm drain system.
    f. Put in place, before digging, sediment control structures upstream of drain inlets and at drain inlets.
    g. If a break occurs, contact the District and Project Inspector of record immediately.
    h. Include in the plan the phone numbers of the District and Project Inspector contact information.
2. Sanitary Sewer Line Work.
    a. Determine where the sewage will flow if the work could cause a blockage.
    b. Build a containment structure between the work area and the storm drain inlet(s) that the sewage water would flow into. Make the containment structure large enough to hold the sewage flow so that it can be pumped to a sanitary sewer.
    c. Build the containment before working on the sewer line. Put in place, before digging, solids (toilet paper, etc.) control structures upstream of drain inlets and at drain inlets.
    d. If a sewage blockage occurs, pump it to a sanitary sewer, and do not allow it to flow into the storm drain system.
    e. If the containment fails, prevent chlorinated water from entering the storm drain system by placing dechlorination sodium sulfite tablets in the sewage according to Attachment 2 of this Section).
    f. If a sewage blockage or spill occurs contact the District and Project Inspector of record immediately.
3. Excavation Work. This Paragraph applies to Contractors that excavate in the vicinity of sanitary sewer lines and cause or discover a sewage spill, leak or blockage. a. Immediately notify the District. The District will immediately notify Project Inspector. Include in the plan the phone numbers of the District and Project Inspector contact information.

3.7 PAVING OPERATIONS

A. Project Site Management:

1. When rain is forecast within 24 hours or during wet weather, the District or the QSP may prevent the Contractor from paving.
2. The QSP may direct the Contractor to protect drainage courses by using control measures, such as earth dike, straw bale, straw wattles, and sand bag, to divert runoff or trap and filter sediment.
3. The Contractor shall place drip pans or absorbent material under paving equipment when not in use.
4. The Contractor shall cover catch basins and manholes when paving or applying seal coat, tack coat, slurry seal, or fog seal.
5. If the paving operation includes an on-site mixing plant, the Contractor shall comply with the County's General Industrial Activities Storm Water Permit requirements.

B. Paving Waste Management: The Contractor shall not sweep or wash down excess sand (placed as part of a sand seal or to absorb excess oil) into gutters, storm drains, or creeks. Instead, the Contractor shall, either collect the sand and return it to the stockpile, or dispose of it in a trash container. The Contractor shall not use water to wash down fresh asphalt concrete pavement.

3.8 SAW CUTTING

A. During saw cutting, the Contractor shall cover or barricade catch basins using control measures, such as filter fabric, straw bales, sand bags, and fine gravel dams, to keep slurry out of the storm drain system. When protecting a catch basin, the Contractor shall ensure that the entire opening is covered.

B. The Contractor shall vacuum saw cut slurry and pick up the waste prior to moving to the next location or at the end of each working day, whichever is sooner.

C. If saw cut slurry enters catch basins, the Contractor shall remove the slurry from the storm drain system immediately.

3.9 CONTAMINATED SOIL MANAGEMENT

A. The Contractor shall look for contaminated soil as evidenced by site history, discoloration, odor, differences in soil properties, abandoned underground tanks or pipes, or buried debris. If the Project is not within an area of known soil contamination and no evidence of soil contamination is found, then testing of the soil shall only be required if directed by the District.

B. If the Project is within an area of known soil contamination or evidence of soil contamination is found, then soil from grading or excavation operations shall be tested by the District's testing agency. The soil shall be managed as required by designated agency.

3.10 CONCRETE, GROUT, AND MORTAR WASTE MANAGEMENT

A. Material Management: The Contractor shall store concrete, grout, and mortar away from drainage areas and ensure that these materials do not enter the storm drain system.

B. Concrete Truck/Equipment Wash Out:
   1. The Contractor shall not wash out concrete trucks or equipment into streets, gutters, storm drains, or creeks.
   2. The Contractor shall perform washout of concrete trucks or equipment off-site.

3.11 PERSONNEL TRAINING

A. The Contractor shall train its employees working on the Site on the requirements contained in this Section. The Contractor shall document this training in writing. District representatives for the Site will request to see the training materials and records at the onset of work.

B. The Contractor shall inform all subcontractors (if any) of the water pollution prevention requirements contained in this specification and include appropriate subcontract provisions to ensure that these requirements are met.

3.12 LIST OF CONTRACTORS DESIGNATED SWPPP CONTACTS AND PHONE NUMBERS

A. Provide a list of employees who will be responsible for preparing, implementing and updating the SWPPP, including, but not limited to, the name of the Contractor's QSD and the Contractor's QSP

END OF SECTION 01 57 23

SECTION 01 61 00

COMMON PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED DOCUMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 23 00 – "Alternates"

C. Section 01 45 00 – "Quality Control"

D. Section 01 62 00 – "Product Options"

E. Section 01 77 00 – "Closeout Procedures"

F. Divisions 2 through 33 Sections for Basic Product Requirements for the Work in those Sections.

1.3 SUMMARY

A. This Section describes the basic requirements for the selection, handling, and storage of products to be used in the Project.

1.4 PRODUCTS

A. All products are to be new and not previously incorporated into or used in any other project or facility. Products salvaged or recycled from other projects are not considered new products and are not permitted.

B. The term product, as used in the Contract Documents, includes materials, equipment, systems, and like terms of similar intent.

C. Products include materials, machinery, components, equipment, fixtures and systems forming the Work and purchased for incorporation into the Work.

D. Products do not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components required for reuse.

E. Do not reuse materials and/or equipment removed from existing premises except as specifically permitted by the Contract Documents.

F. Provide interchangeable components of the same manufacturer, for similar components.

G. Named products are items identified in the Contract Documents by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.

1.5 TRANSPORTATION AND HANDLING

A. Transport and handle products in accordance with manufacturer's instructions.

B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.

C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, and/or other damage.

1.6 SHIPPING REQUIREMENTS

A. Preparation for Shipment: All equipment shall be suitably packaged to facilitate handling and to protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept dry at all times.

B. Painted and coated surfaces shall be protected against impact, abrasion, discoloration, and other damage. Painted and coated surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of District at the expense of Contractor. Any refinished items shall carry the warranty specified in the Contract Documents for new items.

C. Grease and lubricating oil shall be applied to all bearings and similar items.

D. Identification: Before shipping, each item of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.

1.7 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Store products only in staging area per provisions of the Contract Documents.

B. Handle, store, and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate-controlled enclosures.

C. For exterior storage of fabricated products, place on appropriate supports, above ground.

D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.

E. Store loose granular materials on solid flat surfaces in a well-drained area.

F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

H. Deliver, store and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

I. Schedule product deliveries to minimize long-term storage at the Site and to prevent overcrowding of construction spaces.

J. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

K. Deliver products to Site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with intact and legible labels and instructions for handling, storing, unpacking, protecting, and installing.

L. Contractor shall comply with the following without limitation:

1. Contractor shall bear the responsibility for delivery of equipment, spare parts, special tools, and materials to the Site and shall comply with the requirements specified herein and provide required information concerning the shipment and delivery of the materials specified in the Contract Documents. These requirements also apply to any sub-suppliers making direct shipments to the Site. Acceptance of the equipment shall be made only after it is installed, tested, placed in operation and found to comply with all the specified requirements.

2. All items shall be checked against packing lists immediately on delivery to the Site for damage and for shortages. Damage and shortages shall be remedied with the minimum of delay.

3. No metalwork (including miscellaneous steel shapes and reinforcing steel) shall be stored directly on the ground. Masonry products shall be handled and stored in a manner to hold breakage, chipping, cracking, and spilling to a minimum. Cement, lime, and similar products shall be stored off the ground on pallets and shall be covered and kept completely dry at all times. Pipe fittings and valves may be stored out of doors, but must be placed on wooden blocking. PVC pipe, geo-membranes, plastic liner, and other plastic materials shall be stored off the ground on pallets and protected from direct sunlight.

4. Electrical equipment and all equipment with antifriction or sleeve bearings shall be stored in weather-tight structures maintained at a temperature above 60 degree Fahrenheit. Electrical equipment controls and insulation shall be protected against moisture and water damage. All space heaters furnished in or with equipment shall be connected and operated continuously or according to manufacturer's requirements.

5. Equipment having moving parts such as gears, bearings, and seals, shall be stored fully lubricated with oil, grease, etc., unless otherwise instructed by the manufacturer. Manufacturer's storage instructions shall be carefully followed.

6. When required by the equipment manufacturer, moving parts shall be rotated a minimum of twice a month to ensure proper lubrication and to avoid metal to metal "welding". Upon installation of the equipment, Contractor shall, at the discretion of District, start the equipment at one-half load for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.

7. When required by the equipment manufacturer, lubricant shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment by Contractor at the time of acceptance.

8. Equipment and materials shall not have any pitting, rust, decay, or other deleterious effects of storage when installed in the Work.

9. In addition to the protection specified for prolonged storage, the packing of spare units and spare parts shall be as for export packing and shall be suitable for long-term storage

in a damp location. Each spare item shall be packed separately and shall be completely identified on the outside of the container.

10. Handling: Stored items shall be laid out to facilitate their retrieval for use in the Work. Care shall be taken when removing the equipment for use to ensure the precise piece of equipment is removed and that it is handled in a manner that does not damage the equipment.
11. Store products to allow for inspection, measurement, and/or counting of units.
12. Store materials in a manner that will not endanger adjacent Work.
13. Store products that are subject to damage by the elements, under cover in a weather-tight enclosure above ground, with ventilation adequate to prevent condensation.
14. Store cementitious products and materials on elevated platforms.
15. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
16. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
17. Protect stored products from damage.
18. Protect liquids from freezing.

PART 2 - PRODUCTS
Not Used

PART 3 - EXECUTION
Not Used

END OF SECTION 01 61 00

SECTION 01 62 00

PRODUCT OPTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 31 00 – "Project Management and Coordination"

C. Section 01 45 00 – "Quality Control"

D. Section 01 61 00 – "Common Product Requirements"

E. Section 01 70 00 – "Execution and Closeout Requirements"

F. Section 01 78 39 – "Project Record Documents"

G. Division 2 through 33 Sections for specific requirements for Materials and Equipment (Product Options and Substitutions) for the work in those Sections.

1.3 SUMMARY

A. This Section includes administrative and procedural requirements concerning product options and substitutions.

1.4 GENERAL

A. The term product, as used in the Contract Documents, includes materials, equipment, systems, and like terms of similar intent.

B. All products are to be new and not previously incorporated into or used in any other project or facility. Products salvaged or recycled from other projects are not considered new products and are not permitted.

C. Named products are identified in the Contract Documents by manufacturer's product name, make or model number, and/or other specific designation.

1. Do not use materials and/or equipment removed from existing premises, except as specifically permitted by the Contract Documents.

D. 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, four (4) copies of the comprehensive lists of 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.

1. 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.

1.5 PRODUCT SELECTION AND SUBSTITUTION REQUIREMENTS

A. Substitutions are defined as any changes in products, materials, equipment, and/or methods of construction from those required by the Contract Documents, and that are proposed by the Contractor.

B. When only one product is specified, and 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" unless the Contract Documents specify "no substitution allowed", "no equal", "no equivalent", "to match campus standard", "single source," or other language with similar meaning, in which case no substitutions will be allowed.

   1. Pursuant to Paragraph 3.11.4 of the General Conditions, the apparent lowest responsive and responsible bidder may, within three (3) work days after bid opening 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. to Paragraph 3.11.4 of the General Conditions, the Contractor may, unless otherwise stated below, at time of bid 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.

C. For products specified by naming only one manufacturer and including the words "no substitutions allowed", "no equal", "to match campus standard", "single source" and/or other phrase with similar meaning:

   1. There is no product option due to necessity to match existing products or systems, to meet other design criteria or dependencies, or to comply with established standards. No substitution will be allowed.
   2. If product becomes unavailable due to no fault of Contractor, submit Request for Substitution, including all information required herein.

D. When more than one product is specified, and in the absence of language stating "no substitutions allowed", "no equal", "to match campus standard", "single source," or other phrase with similar meaning:

   1. Select products of any named manufacturer meeting all specified requirements, or submit a request for substitution at time of bid.
   2. If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (RFS), including all information required herein.

E. For products specified by naming one or more products followed by the words "or approved equal":

1. Select products of any named manufacturer meeting all specified requirements, or submit a request for substitution at time of bid.

F. For products specified only by reference standard, select any product meeting or exceeding all requirements of the specified standard.

G. Compatibility of product options: If Contractor is given an option of selecting between two or more products for use on the Project; product selected shall be compatible with products previously selected, even if previously selected products were also options.

1. Contractor shall be responsible for providing products and construction means and methods that are compatible with the products and construction means and methods of other contractors.

H. Products Specified which are Commercially Unavailable. If the Contractor fails to make a request for substitutions for products, at the time of submitting bids to the District, and such products subsequently become commercially unavailable, the Contractor may request a substitution for such commercially unavailable item.

1. 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.

2. 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.

3. All risks of delay due to 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.

I. Substitution Request Form. All requests for substitutions of products, materials, or processes in place of a Specified Item must be submitted in writing on the District's Substitution Request Form ("Request Form") within three (3) work days after bid opening. The Request Form must be accompanied by evidence as to whether the proposed substitution meets the requirements of the Contract Documents as specified herein.

J. After bids are opened, the apparent lowest responsive and responsible bidder shall provide, within five (10) days of opening such bids, any and all Drawing, Specifications, samples, performance data, calculations, and other information, as required herein 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.

K. 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.

1. Any request for substitution that is granted by the District shall be documented and processed through a Change Order.
2. 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.
3. Any and all risks of delay due to approval by the DSA or any other governmental agency having jurisdiction shall be on the bidder.
4. 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.

L. 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.

M. Substitutions will not be considered for acceptance (or, at the District's sole discretion, District may make Contractor solely responsible for all resulting costs, expenses and other consequences of a substitution) when a substitution:

1. Results in delay meeting established construction milestones and/or Phase completion dates.
2. Is indicated or implied on submittals without formal Substitution Request from Contractor.
3. Is requested directly by a Subcontractor or supplier.
4. Acceptance will require substantial revision to the Contract Documents.
5. Disrupts the Contractor's Work progress or ability to perform efficiently.

N. Substitute products shall not be ordered without written acceptance of Architect and District.

O. Architect and/or District shall determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.

P. Accepted substitutions will be evidenced by a Change Order. All Contract Document requirements apply to all Work involving substitutions.

Q. Coordinate all substitute products with Contractor's Construction and Submittal Schedules.

1.6 PRODUCTS WITH NO SUBSTITUTION ALLOWED

A. No substitutions shall be allowed for District standard products. District standard products include:

1. See Yuba Community College District Telecommunication Standards
2. See specifications for "Campus Standard Products"
3. Toto toilet flush valves
4. Greenheck exhaust fans for ventilations

5. Door closing & opening hardware by LCN-Allegion
6. Exterior hose bib similar to Zurn A1320-CXL

1.7 PRODUCT SUBSTITUTION REQUESTS: REQUIRED INFORMATION

A. Requests for substitutions of products, materials, or processes in place of a specified item must in writing on the District's Substitution Request Form at the time of submitting bids to the District.

B. Except as provided in the Contract Documents with respect to "or equal" items, District will consider a Contractor's substitution request only when the specified product or products become unavailable due to no fault of Contractor.

C. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor.

D. A Request for Substitution shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor's achievement of Substantial Completion of the Work or any Phase of the Work on time pursuant to the completion dates specified in the Contract Documents, and whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the District for Work on the Project.)

E. Substitution Product List: Submit a list, in tabular form, showing specified product(s) and requested substitute product(s). Include generic names of products required, and manufacturer's proprietary name for each product. Provide all product data for each requested substitute product, variations from specified product, and other pertinent data as specified herein.

F. Submit separate submittals (four copies) for each product substitution requested, to include the following:

1. A statement either explaining why the specified product cannot be provided or why the Contractor is proposing a substitution.
2. Product identification, including specification section number, and title.
3. Manufacturer's literature, including product data and specifications.
4. Physical samples, as applicable
5. Color chart, as applicable.
6. Name and address of similar projects on which product has been used, and dates of installation.
7. Name, address, and telephone number of supplier, installer, and manufacturer's representative.
8. Construction methods: Include detailed description with drawings or other illustrations as required for clarity.
9. Provide product availability information with projected delivery date.
10. A completed Substitution Request Form (see Section 01 31 40 "Administrative Forms and Logs") for each product substitution requested. Submittals with an incomplete Substitution Request Form will be returned to the Contractor without review.

11. A detailed comparison of the proposed substitution with specified product, listing all variations including all dimensional, weight, service requirements, and functional differences, if any. If variation(s) from the specified product is not identified in the submittal, it may be rejected.
12. Indicate available maintenance, repair, and replacement services for substitute products.
13. Contractor shall state whether the substitute will require a change in any of the Contract Documents (or provisions of any other direct contract with District for work on the Project) to adapt the design for the proposed substitute, and whether or not incorporation or use of the substitute in connection with Work is subject to payment of any license fee or royalty.
14. Contractor shall provide an accurate cost comparison of the proposed substitution with the specified product and identify the net change in Contract Price related to use of the proposed substitution.
    a. The cost comparison shall include, but not be limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, and include costs for redesign and/or claims of other contractors affected by the resulting change.
    b. Architect or District may require Contractor to furnish additional cost data concerning the proposed substitute.
15. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by District and separate contractors that will be necessary to accommodate proposed substitution.
16. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
17. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities have jurisdiction.
18. Submit complete information identifying any changes to the Contractor's Baseline CPM Schedule required as a result of the proposed substitution.
    a. If specified product or method of construction cannot be provided within Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or other reason for delays in delivery.
        I) Contractor's certification that proposed substitution complies with requirements in the Contract Documents.
19. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

1.8 CONTRACTOR'S REPRESENTATION AND WARRANTY

A. Contractor's Substitution Request constitutes a representation and warranty that Contractor complies with all of the following requirements:
    1. Contractor has investigated proposed product and determined that it meets or exceeds, in all respects, the requirements for the specified product.
    2. Contractor shall provide the same warranty for substitution as for specified product.

3. Contractor shall coordinate installation and make all other changes that may be required for Work to be integrated and complete in all respects.
4. Contractor waives claims for any additional costs which may subsequently become apparent.
5. Contractor shall compensate District for any Construction Document revisions and/or agency approval costs associated with any product substitution. Any such compensation shall be deducted from the Contract Price by the District via Change Order.
6. Contractor shall be responsible for maintaining the Baseline CPM Schedule and for recovering any time lost due to a product substitution.
7. Contractor shall be responsible for any Baseline CPM Schedule delay caused by late ordering of available specified products caused by Substitution Requests that are subsequently rejected by the District.
8. Contractor shall compensate District for all costs, including extra costs for performing Work under Contract Documents, extra cost to other contractors, and any claims brought against District, caused by late Product Substitution Requests.

1.9 ARCHITECT'S ACTION

A. Architect shall respond in writing to Contractor within (10) working days of receipt of a Substitution Request. Architect's response shall include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.

B. Architect shall notify Contractor in writing of decision to accept or reject Contractor's requested substitution.

C. If necessary, Architect may request additional information or documentation for evaluation Substitution Request. Architect shall notify Contractor of acceptance or rejection of proposed substitution within (5) working days of receipt additional information of documentation.

1.10 ADMINISTRATIVE REQUIREMENTS

A. Specified products, materials, or systems for Project may include engineering or on-file standards required by the regulatory agency. Contractor's substitution of products, materials or systems may require additional engineering, testing, reviews, approvals, assurances, or other information for compliance with regulatory agency requirements, or both. Contractor shall provide all agency approvals or other additional information required and pay additional costs for required District services made necessary by the substitution at no increase in Contract Price or Contract Time, and as a part of substitution proposal.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION 01 62 00

SECTION 01 66 13

PRODUCT STORAGE AND HANDLING REQUIREMENTS FOR HAZARDOUS MATERIALS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provision in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 31 00 – "Project Management and Coordination"

C. Section 01 31 19 – "Project Meetings"

D. Section 01 42 00 – "References"

E. Section 01 57 23 – "Storm Water Pollution Prevention Plan 'SWPPP'"

F. Divisions 2 through 33 Sections for Hazardous Materials requirements for the work in those Sections.

1.3 SUMMARY

A. This Section describes Project requirements applicable to Work in connection with hazardous materials, hazardous waste, abatement and disposal including, but not limited to, asbestos and asbestos-containing materials, lead-based paint, polychlorinated biphenyls, petroleum-contaminated soils and materials, construction and demolition debris and any other hazardous substance or hazardous waste. This Section supplements the requirements elsewhere in the Contract Documents.

1.4 DISCOVERY OF HAZARDOUS MATERIALS

A. In the event the Contractor encounters or suspects the presence on the Site of material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by § 25249.5 of the California Health and Safety Code, which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the District and copy the Architect in writing, whether or not such material was generated by the Contractor or the District. The Work in the affected area shall not thereafter be resumed, except by written agreement of the District and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the District and the Contractor.

B. If hazardous materials are encountered, they shall be handled in accordance with applicable local, state and federal regulation which may include: (1) CCR Title 8, Division 4, Chapter 4,

Sections 5163 through 5167 and 5192 (Hazardous Waste Operations and Emergency Response); (2) CCR Title 22, Division 4.5, Chapters 10 through 13 and 18 (Environmental Health Standards for Management of Hazardous Waste); and (3) CCR Title 23, Division 3, Chapter 15 (Discharges of Hazardous Waste to Land).

C. Should the discovery of contaminants cause delay to Contractor's operation, extension of Contract Time will be granted by District in accordance with Section 00700 (General Conditions) and Section 01310 (Construction Scheduling.) Contractor may not be entitled to damages or additional payment due to such delays. District may, if it believes appropriate in its sole discretion, grant an extension of Contract Time.

D. The Contractor shall take all measures to avoid and/or mitigate delays due to Hazardous Materials/Waste finds such as; avoiding the area of the find and proceeding with other work on the project; developing "work around" plans; and documenting his best efforts to avoid and/or mitigate delays. See Section 01 32 13 (Scheduling of Work) regarding requirement to demonstrate Time Impacts.

1.5 SUBSURFACE HAZARDOUS MATERIALS

A. If Contractor encounters surface contamination, the following provisions and precautionary measures shall be implemented during construction.

1. Contractor's personnel shall be alert for and immediately report to the District any detectable chemical odors, unusual debris, or discolored soil.
2. Disposal requirements: Soils containing hazardous materials shall be disposed by Contractor at permitted treatment, recycling, or disposal facilities in accordance with CCR Title 23, Division 3, Chapter 15 (Discharge of Waste to Land). Determine to which permitted treatment, recycling, or disposal facilities the soil will be delivered.
3. Dewatering: Construct, operate and maintain as required by applicable laws, codes and standards and to complete the Work all necessary cofferdams, channels, pipes, flumes, drains, sumps, well points and protective works; and furnish, install, operate and maintain all necessary pumping and other equipment for dewatering the areas of Work suspected of containing hazardous materials; and control all surface flow and groundwater as may be encountered while performing the Work. Remove all water that may accumulate in the excavation while the Work progresses so that all Work can be performed in dry conditions. All contaminated water shall be removed from the excavation before it is backfilled. The excavation shall be kept free from water until backfilling has progressed to a height above the water source.
4. Water sampling and chemical analysis: Water samples shall be collected from the holding tanks and submitted to a State-Certified chemical analysis laboratory. Chemical analyses required for the samples shall at a minimum include: TPHg following EPA Test Methods 5030/8015 (modified); benzene, toluene, ethyl benzene and total xylenes (BTEX) following EPA Test Method 8020; and chlorinated solvents following EPA Test Method 8010. Perform additional chemical analyses that may be required for disposal or recycling of the water.
5. Laboratory chemical analysis reports associated with the water samples shall be provided to District's Representative.

6. Removal of dewatering equipment: After having served their purpose, all protective works and dewatering pumps, shall be decontaminated and removed from the Site. Contractor is responsible for permanent disposal of all equipment that cannot be decontaminated or recycled in accordance with all applicable laws and regulations.
7. Fees: Pay for any fees associated with the treatment, recycling, or disposal of these soils. Any additional soil sampling and chemical analyses required for acceptance of the soil at facilities other than those described above may be deemed to be the responsibility of the Contractor.
8. Transport: Transport the soils to the selected facilities under approved manifests and submit copies of these manifests and the facility weight tickets to District's Representative.

1.6 HAZARDOUS MATERIAL WORK LIMITATIONS

A. In the event that the presence of hazardous materials is suspected or discovered on the Site (except in cases where asbestos and other hazardous material work is the Contractor's responsibility), the District shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Specification Section 01250 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by District, as certified by an independent testing laboratory and approved by the appropriate government agency.

B. To protect construction workers and members of the public from known or undiscovered hazardous building materials, including asbestos and lead, undertake all demolition activities in accordance with Cal-OSHA standards, contained in Title 8 of the California Code of Regulations (CCR). See Hazardous Materials Removal Specifications (02080, 02081, 02082 and 02085) and Reports for additional requirements.

C. During demolition activities, all building materials containing lead paint shall be removed in accordance with Cal-OSHA Lead in Construction Standard, title 8 and California Code of Regulations 1532.1.

D. All potentially friable asbestos-containing materials (ACMs) shall be removed in accordance with National Emissions Standards for Hazardous Air Pollutants (NESHAP) guidelines prior to building demolition or renovation that may disturb the materials. Applicable standards include the following:

1. The facility shall be inspected before any renovation occurs in which 160 square feet or more of building materials or 260 linear feet or more of pipe insulation will be disturbed at a regulated facility or any demolition occurs at a regulated facility.

2. An asbestos notification form shall be submitted to the Bay Area Air Quality Management District (BAAQMD) for any regulated asbestos abatement project or regulated demolition 10 working days before the activity begins.

3. If ACMs are discovered during a renovation or demolition, they must be removed before the project may proceed. Also, the Cal-OSHA and California Environmental Protection Agency (Cal-EPA) hazardous waste regulation apply in most cases.

E. No Work will be accepted until asbestos contamination is reduced to levels deemed acceptable by the District's asbestos consultant.

F. Interface of Work under this Contract with work containing asbestos shall be executed by the Contractor at his risk and at his discretion, with full knowledge of the currently accepted standards, hazards, risks, and liabilities associated with asbestos work and asbestos-containing products. By execution of this Contract, the Contractor acknowledges the above and agrees to hold harmless District and its assigns for all asbestos liability which may be associated with this work and agrees to instruct his employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

1.7 INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR

A. In the event the hazardous materials on the Site is caused by the Contractor, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the District for any additional costs incurred as a result of Contractor's generation of hazardous material on the t Site. In addition, the Contractor shall defend, indemnify and hold harmless District and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Site.

1.8 TERMS OF HAZARDOUS MATERIAL PROVISION

A. The terms of this Hazardous Material provision shall survive the completion of the Work and/or any termination of this Contract.

1.9 NON-UTILIZATION OF ASBESTOS MATERIAL

A. NO ASBESTOS OR ASBESTOS-CONTAINING PRODUCTS SHALL BE USED IN THIS CONSTRUCTION OR IN ANY TOOLS, DEVICES, CLOTHING, OR EQUIPMENT USED TO AFFECT THIS CONSTRUCTION.

B. Asbestos and/or asbestos-containing products shall be defined as all items containing, but not limited to, chrysotile, amosite, anthophyllite, tremolite, and antinolite.

C. Any or all material containing greater than one-tenth of one percent (>.1%) asbestos shall be defined as asbestos-containing material.

1.10 REMOVAL OF CONTRACTOR INSTALLED ASBESTOS MATERIALS

A. All Work or materials found to contain asbestos or Work or material installed with asbestos-containing equipment will be immediately rejected and this Work will be removed at no additional cost to the District.

1. Decontamination and removal of Work found to contain asbestos or Work installed with asbestos-containing equipment shall be done only under supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency.

2. The asbestos removal contractor shall be appropriately licensed and registered, qualified in the removal of asbestos and shall be approved by the asbestos consultant, who shall have sole discretion and final determination in this matter.
3. The asbestos consultant shall be approved by the District, who shall have sole discretion and final determination in this matter.

1.11 NATURALLY OCCURRING ASBESTOS

A. To protect construction workers and members of the public from exposure to known areas of naturally-occurring asbestos (NOA), all ground disturbing activities will be undertaken in accordance with all applicable Cal-OSHA standards, contained in Title 8 of the California Code of Regulations (CCR). In addition, any ground-disturbing activity in an area that meets one or more of the applicability criteria for the Asbestos Airborne Toxic Control Measure (ATCM) for Construction, Grading, Quarrying and Surface Mining Operations, as adopted by the California Air Resources Board (CARB), is subject to the requirements therein, Per Section 93105 (b) of the ATCM, these criteria are as follows:

1. The area to be disturbed is located in a geographic ultramafic rock unit; or
2. The area to be disturbed has naturally-occurring asbestos, serpentine, or ultramafic rock as determined by the District, or the Air Pollution Control Officer (APCO); or
3. Naturally-occurring asbestos, serpentine, or ultramafic rock is discovered by the District, a registered geologist, or the APCO in the area to be disturbed after the start of any construction, grading, quarrying, or surface mining operation.

1.12 REFERENCES TO REGULATORY REQUIREMENTS

A. Codes, laws, ordinances, rules and regulations applicable to the Work shall have full force and effect as though printed in full in the Contract Documents. Codes, laws, ordinances, rules and regulations are not furnished to Contractor, because Contractor is assumed to be familiar with their requirements. The listing herein of applicable codes, laws, and regulations for hazardous waste abatement work is supplied to Contractor as a courtesy and shall not limit Contractor's responsibility for complying with all applicable laws, regulations or ordinances having application to the Work. Where conflict among the requirements or with these Contract Documents exists, the most stringent requirements shall be used.

B. Conform to all applicable codes, laws, ordinances, rules and regulations that are in effect on date of contracting.

1.13 LAWS, ORDINANCES, RULES, AND REGULATIONS

A. During prosecution of Work under Contract Documents, Contractor shall comply with applicable laws, ordinances, rules and regulations including, but not limited to, those listed below.

B. Federal:

1. Statutory Requirements:
   a. Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 *et seq*.

b. Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, 42 U. S.C. Sections 9601 et seq.

c. Toxic Substances Control Act of 1976, 15 U.S.C., Sections 2601 et seq.

d. Hazardous Materials Transportation Act of 1975, 49 U.S.C. Sections 1801 et seq.

e. Clean Water Act, 33 U.S.C. Sections 1251 et seq.

f. Safe Drinking Water Act, 42 U.S.C., Sections 3001 et seq.

g. Clean Air Act, Section 112, 42 U.S.C., Section 7412

h. Occupational Safety and Health Act of 1970, 29 U.S.C., Sections 651 et seq.

i. Underground Storage Tank Law, 42 U.S.C., Sections 6991 et seq.

j. The Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C.,

k. Sections 11011 et seq.

2. Environmental Protection Agency (EPA):

a. 40 C.F.R. Parts 260, 264, 265, 268, 270

b. 40 C.F.R. Parts 258 et seq.

c. 40 C.F.R. Part 761

d. 40 C.F.R. Parts 122-124

3. Occupational Safety and Health Administration (OSHA):

a. OSHA Worker Protection Standards, Title 29 C.F.R. Part 1926.58, Construction Standards and 29 C.F.R. 1910.1001 General Industry Standard

b. OSHA, 29 C.F.R. Part 1926.1101, Construction Standards for Asbestos

c. OSHA, Lead Exposure in Construction: Interim Final Rule, 29 C.F.R. 1926.62

d. National Emission Standard for Hazardous Air Pollutants, Title 40 C.F.R. Part 61

e. Asbestos Hazardous Emergency Response Act, Title 40 C.F.R. 763

4. Department of Transportation:

a. Title 49 C.F.R. 173.1090

b. Title 49 C.F.R. 172

c. Title 49 C.F.R. 173

d. DOT, HM 181 and MH126f

C. State of California Requirements:

1. Statutory Law:

a. The Carpenter-Presley-Tanner Hazardous Substance Account Act, Health & Safety Code, Sections 25300 *et seq.*

b. Health and Safety Code, Section 25359.4

c. Hazardous Waste Control Law, Health & Safety Code, Sections 25100 *et seq.*

d. Porter-Cologne Water Quality Control Act, Water Code, Sections 13000 *et seq.*

e. Health and Safety Code, Sections 25915-25924

f. California Labor Code Chapter 6, including, without limitation, Sections 6382, 6501.5-6501.9, 6503.5, 9021.5, 9080

g. Business and Professions Code, including without limitation, Sections 7058.5, 7065.01, 7118.5

h. Underground Storage of Hazardous Substance Act, Health and Safety Code, Sections 25280 *et seq.*

i. Petroleum Underground Storage Tank Cleanup, Health and Safety Code, Sections 25299.10 *et seq.*

j. Safe Drinking Water and Toxic Enforcement Act of 1986, Health & Safety Code, Sections 25249.5 *et seq.* (Proposition 65)

k. Above Ground Petroleum Storage Act, Health and Safety Code, Sections 25270 *et seq.*

l. Hazardous Materials Release Response Plans and Inventory, Health and Safety Code, Chapter 6.95

2. Administrative Code and Regulations:

a. Title 22 CCR Division 4.5, Environmental Health Standards for the Management of Hazardous Waste, Sections 6600 *et seq.*

b. Title 8 CCR, Section 1529, Asbestos

c. Title 8 CCR, Section 1532.1, Lead in Construction

d. Title 23 CCR, Sections 2610 *et seq.*

3. Local Agency Requirements:

4. Local Agency Requirements:

a. Yolo County Fire Protection District

b. City of Woodland, CA

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01 66 13

SECTION 01 71 23

FIELD ENGINEERING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 31 00 – "Project Management and Coordination"

C. Section 01 57 23 – "Temporary Storm Water Pollution Control"

D. Divisions 2 through 33 Sections for Field Engineering requirements for the work in those sections.

1.3 SUBMITTALS

A. Contractor shall submit name and address of Surveyor and professional Engineer to District and Architect for approval prior to their work on the Project.

B. On request of District and Architect, Contractor shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.

C. At completion of the Work, Contractor shall submit a certificate signed by a licensed engineer or surveyor certifying that all elevations and locations of improvements are in conformance with Contract Documents.

1.4 REQUIREMENTS

A. Contractor shall provide and pay for field engineering services by an engineer licensed in the State of California, required for the Project, including, without limitation:

1. Survey work required in execution of the Project.
2. Civil or other professional engineering services specified, or required to execute Contractor's construction methods.

1.5 QUALIFICATIONS OF SURVEYOR OR ENGINEERS

A. Contractor shall only use a qualified licensed engineer or registered land surveyor, approved by the District.

1.6 SURVEY REFERENCE POINTS

A. Existing basic horizontal and vertical control points for the project are those designated on the Drawings.

B. Contractor shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition, Contractor shall:

1. Make no changes or relocation without prior written notice to District and Architect.
2. Report to District and Architect when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.
3. Require surveyor to replace project control points based on original survey control that may be lost or destroyed.
4. Contractor to locate and protect existing survey control and reference points.
5. Control datum for survey is that indicated on Drawings.
6. Protect survey control points prior to starting Site Work; preserve permanent reference points during construction.
7. Promptly report to Architect, District, and Project Inspector the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
8. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice.

1.7 PROJECT RECORD DOCUMENTS

A. Maintain complete, accurate log of control and survey work as it progresses. Indicate dimensions, locations, angles, and elevations of construction and Site Work.

B. Submit Record Documents under provisions of Section 01 78 39.

1.8 EXAMINATION

A. Verify locations of survey control points prior to starting Work.

B. Promptly notify District of any discrepancies discovered.

1.9 SURVEY REQUIREMENTS

A. Provide field engineering services. Utilize recognized engineering survey practices.

B. Establish a minimum of two permanent bench marks on Site, referenced to established control points. Record locations, with horizontal and vertical data, on Project Record documents.

C. Establish lines and levels, locate and lay out by instrumentation and similar appropriate means:

1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
2. Grid or axis for structures.
3. Building foundation, column locations, and ground floor elevations.

D. Periodically verify layouts by same means.

1.10 QUALITY CONTROL

A. Employ a professional Engineer of the discipline required for specific service on Project, licensed in the State of California.

B. Submit evidence of Engineer's errors and omissions insurance coverage to District, in the form of a current Insurance Certificate.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

3.1 Contractor is responsible for meeting all applicable codes, OSHA, and other safety and shoring requirements.

3.2 Contractor is responsible for any re-surveying required by correction of nonconforming work with no additional cost to the District or its representatives.

END OF SECTION 01 71 23

SECTION 01 71 23.16
CONSTRUCTION SURVEYING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 33 00 – "Submittal Procedures"

C. Section 01 71 23 – "Field Engineering"

D. Section 01 78 39 – "Project Record Documents"

E. Division 2 through 33 Sections for Conformance Surveying requirements for the work in those Sections

1.3 SUMMARY

A. All necessary Project construction surveying and Project layout Work shall be completed by a Land Surveyor currently licensed in the State of California, and be based on established site bench marks, monuments, lines and levels necessary for the Work covered by this Contract without additional cost to the District.

B. Scope of Work: Provide construction surveying required for proper completion of the Work including, but not limited to:

1. All applicable Project components.

1.4 SUBMITTALS

A. Contractor will be required to submit seven (7) hard copies, wet stamped and signed by the licensed Land Surveyor and one (1) electronic copy on CD, of all construction surveys for the Project.

PART 2 – PRODUCTS

Not Used.

PART 3 - EXECUTION

3.1 LAYING OUT THE WORK

A. Prior to beginning work, Contractor shall secure the electronic grading plan from the Architect. The Surveyor shall provide all construction survey drawings both as-constructed spot elevations and compare these elevations to those on the Contract Documents for the same location. Contractor shall show the difference in these two numbers.

B. Accuracy to all Surveys provided in this section shall be to 0.01 feet.

END OF SECTION 01 71 23.16

SECTION 01 73 00

EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 71 23 – "Field Engineering

C. Section 01 71 23.16 – "Construction Surveying"

D. Section 01 31 00 – "Project Management and Coordination"

E. Section 01 74 00 – "Cleaning and Waste Management"

F. Section 01 77 00 – "Closeout Procedures"

G. Divisions 2 through 33 Sections for Execution Requirements for the work in those Sections.

1.3 SUMMARY

A. This Section includes Administrative and General procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout
2. General installation of products
3. Coordination of District-installed products
4. Starting and adjusting
5. Protection of installed construction
6. Correction of the Work

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

3.1 EXAMINATION

A. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record all observations in writing.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

a. Description of the Work

b. List of detrimental conditions, including substrates

c. List of unacceptable installation tolerances

d. Recommended corrections

2. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

3. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

4. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

B. Existing Site and/or Building Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning Work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of all utility services for each Phase of the Work and the entire Project.

C. Existing Utilities: The existence and location of underground and other utilities and construction indicated in the Contract Documents as existing are not guaranteed. Prior to beginning the Work, investigate and verify the existence and location of all underground utilities and/or other improvements affecting the Work.

1. Before construction, verify the location and invert all elevations at points of connection of sanitary sewer, storm sewer, and water-service piping; and all underground electrical services.

2. Furnish location data for work related to Project that must be performed by public utilities serving Site.

3.2 PREPARATION

A. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a written request for information (RFI) to the District and a copy to the Architect.

B. Existing Utility Information: Furnish information to the District and a copy to the Architect that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Contractor shall coordinate with authorities having jurisdiction.

C. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, Contractor shall investigate and verify all dimensions of other construction by field measurements before fabrication. Contractor shall coordinate fabrication schedule with construction progress to avoid delaying the Work.

D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Contract Documents. Contractor shall be responsible for all coordination and measurements including means and methods of Construction.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, Contractor shall verify layout information and Field condition in relation to the Contract documents. Notify District and copy the Architect immediately of any discrepancies.

3.4 INSTALLATION

A. Contractor shall locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in furnished areas, unless otherwise indicated.
4. Maintain minimum headroom clearance of eight feet in spaces without a suspended ceiling.

B. Contractor shall comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Contractor shall install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for performance until accepted by District.

D. Contractor shall conduct construction operations, so no part of the Work is subjected to damage or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produces harmful noise levels. Contractor shall comply with noise requirements in Section 01 35 00, Special Procedures

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

H. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.

I. Allow for building movement, including thermal expansion and contraction.

J. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to the Site in time for installation.

K. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

L. Hazardous Materials: Use only products, cleaners, and installation materials that are not classified as or considered hazardous.

3.5 DISTRICT-INSTALLED PRODUCTS

A. Site Access: Provide access to Site for District's construction forces.

B. Coordination: Coordinate construction and operations of the Work with work performed by District construction forces.

1. Baseline CPM Schedule: Inform District of Contractor's preferred schedule for District's portion of the Work. Adjust Baseline CPM Baseline CPM Schedule based on a mutually agreeable timetable. Provide timely notice (i.e., at least 14 calendar days) to the District if changes to schedule are required due to differences in actual construction progress.

2. Pre-installation Conferences: Include District's construction forces at pre-installation conferences covering portions of the Work that are to receive District's work. Attend pre-installation conferences conducted by District's construction forces if portions of the Work depend on District's construction forces.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.7 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements Section 01 73 29, Cutting and Patching.

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition. See also Section 01 50 00, Temporary Facilities and Controls.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and/or broken glass or reflective surfaces.

END OF SECTION 01 73 00

SECTION 01 73 29

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this section without limitation.

B. Individual Product Specification Sections:

1. Cutting and patching incidental to work of the section.
2. Advance notification to other sections of openings required in work of those sections.
3. Limitations on cutting structural members.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 31 00 – "Project Management and Coordination"

B. Section 01 74 00 – "Cleaning and Waste Management"

C. Section 01 73 00 – "Execution"

D. Divisions 2 through 33 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to new or original conditions after installation of other Work.

1.4 RESPONSIBILITIES

A. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work. This includes, but is not limited to:

1. Making parts fit together properly
2. Removal and replacement of defective Work
3. Removal and replacement of Work not conforming to requirements of Contract Documents
4. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit
5. Attaching new materials to existing improvements
6. Painting (or other finishes) to match adjacent or existing conditions

B. Contractor shall not cut or alter any part of the Work in such a way that endangers or compromises the integrity of the Work, the work of others, or the Project.

1.5 QUALITY ASSURANCE

A. Requirements for Cutting and Patching relating to structural elements: Do not cut and/or patch structural elements in a manner that would alter their structural design characteristics.

1. Obtain written approval of the cutting and patching proposal from the Structural Engineer of Record and DSA prior to cutting and/or patching any structural elements. Structural elements include, but are not limited to:
   a. Foundation construction
   b. Structural Concrete
   c. Structural Steel
   d. Wood Framing
   e. Bearing and retaining walls
   f. Stair systems
   g. Roofing and framing systems
   h. Glue lam beam
   i. Shear wall systems
2. Where cutting and patching Work involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure. Contractor shall be responsible for any costs associated with required Structural Engineer and/or DSA reviews and approvals.

B. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.

C. Visual Requirements: Do not cut and patch exposed Work in a manner that would, in the Architect or District's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner as directed by District.

D. Contractor shall ensure that all cutting, fitting, and patching shall achieve the security, strength, weather protection, and appearance for aesthetic match, efficiency, operational life, maintainability, safety of operational elements, and the continuity of existing fire ratings as required by the Contract Documents.

E. 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.

F. Operational Elements: Do not cut and patch operating elements and/or related components in a manner that results in reducing their capacity to perform as intended, results in increased maintenance requirements, that decreases operational life, or that affects system or component safety. Operating elements include, but are not limited to the following:

1. Fire-suppression systems.
2. HVAC systems.
3. Control systems.
4. Mechanical systems piping and ducts.
5. Air smoke barriers
6. Telephone and communication systems.
7. Electrical wiring systems.
8. Primary operational systems and equipment.

G. Miscellaneous Elements: Do not cut and patch miscellaneous 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. Miscellaneous elements include, but are not limited to the following items:

1. Exterior curtain wall construction
2. Equipment supports
3. Noise-and vibration-control elements and systems
4. Water, moisture, or vapor barriers
5. Membranes and flashings
6. Vessels, and equipment

1.6 PAYMENT FOR COSTS

A. Cost caused by ill-timed or defective cutting and patching Work or Work not conforming to Contract Documents, including costs for additional services of the District and its consultants will be borne by the Contractor and deducted from the Contract Price via Change Order by the District.

B. Cost of Work cutting and patching Work performed upon approval from the District, other than defective or nonconforming Work, will be paid by District via written Change Order.

1.7 WARRANTY

A. Existing Warranties: Remove, replace, cut, patch, and repair materials and surfaces damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties of any affected Work.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Contractor shall provide for replacement and restoration of any Work affected by cutting and patching operations. Contractor shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work 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 Contractor in the performance of the Work.

C. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible. If identical materials are unavailable or cannot be used, use materials whose installed performance will equal or exceed that of existing materials and that are visually compatible in the sole opinion of the District.

PART 3 - EXECUTION

3.1 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 the installation of new products.

B. Contractor shall report unsatisfactory or questionable conditions in writing to District as indicated in the Contract Documents, and shall proceed with Work as directed by District.

3.2 PREPARATION

A. Contractor shall provide adequate shoring, bracing and supports as required to maintain structural integrity for all portions of the Project during cutting and patching operations.

B. Contractor shall provide devices and means and methods to protect other portions of Project from damage during cutting and patching operations.

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. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

E. Do not cut existing pipe, conduit, or ductwork serving existing buildings and/or other improvements that are scheduled to be removed or relocated until provisions have been made to bypass them. Maintain all active existing services at all times.

3.3 PERFORMANCE

A. With respect to performance, Contractor shall:

1. Execute cutting and patching Work to provide finished installation complying with specified tolerances and matching adjacent finishes.
2. Execute cutting and patching using means and methods that will prevent damage to other Work, and that will result in proper surfaces to receive installation of repairs and/or new Work.
3. Execute cutting, demolition, patching, excavating, and backfilling by methods that will prevent damage to other Work and damage from settlement or other movement.
4. Contractor shall employ original installer or fabricator to perform cutting and patching for:
   a. Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other similar Work.

b. Exposed finished surfaces

5. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to Contract Document requirements for penetrations. If a discrepancy exists between applicable Code requirements and the Contract Documents, the more stringent requirement shall apply.
6. Completed cutting and patching Work shall not affect the integrity of fire walls, ceilings, floors, smoke barriers, shafts, and similar components.
7. Contractor shall restore Work which has been cut or patched. Contractor shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match adjacent areas and surfaces.
8. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the new finish to any existing finish.
9. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage adjacent Work to remain. If possible, review proposed procedures with original Installer and comply with his 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. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
10. Concrete and Masonry: cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
11. Excavating and Backfilling: Comply with requirements in applicable specification sections where required by cutting and patching operations.
12. Mechanical and Electrical Services: 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.
13. Proceed with patching after construction operations requiring cutting are complete.
14. Patching: 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.
15. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
16. 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.
    a. Clean all materials affected by cutting and patching operations before applying finishes.
    b. Restore any damaged pipe covering to original condition.
    c. Floors and Walls: Where walls or partitions that are removed extend from one finished area into another, patch and repair floor and wall surfaces in the both spaces. As

required to provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials as necessary to achieve uniform color and appearance.

d. Where patching occurs on a painted surface, apply specified primer and intermediate coats over the patch. Apply final coat over entire unbroken surface containing the patch. Provide additional coats as required until patched area blends completely with adjacent surfaces.

17. Ceilings: Patch, repair, or re-hang in-place ceilings as necessary to provide a level, planar surface of uniform appearance.

18. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition and results in a uniform visual appearance.

B. Cleaning: Clean areas, spaces, materials, and/or equipment where cutting and patching Work is performed. Completely remove dirt, dust, cuttings, paint, mortar, oils, putty, adhesive, and any other similar materials.

C. Alterations to Existing Work:

1. Existing work shall be cut, drilled, altered, removed, or temporarily removed and replaced as necessary for performance of work under the Contract. Work that is replaced shall match similar existing work. Structural members shall not be cut or altered, except where noted on drawings, without authorization of the Structural Engineer. Work remaining in place, which is damaged or defaced during this contract, shall be restored to the condition existing at time of award of contract.

2. Discolored or unfinished surface exposed by removal of existing work and indicated to be the final exposed surfaces shall be refinished or the material shall be replaced as necessary to make contiguous work uniform and harmonious. Work out of alignment, where exposed by removal of existing work, shall be called to the District's attention with a copy to the Architect's.

END OF SECTION 01 73 29

SECTION 01 74 00

CLEANING AND WASTE MANAGEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions of General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 45 00 – "Quality Control Requirements"

B. Section 01 50 00 – "Temporary Facilities and Controls"

C. Section 01 74 19 – "Construction Waste Management and Disposal"

D. Section 01 57 23 – "Temporary Storm Water Pollution Prevention Plan"

E. Section 01 73 00 – "Execution Requirements"

F. Section 01 77 00 – "Closeout Procedures"

G. Divisions 2 through 33 Sections for specified Cleaning Requirements for the work in those Sections.

1.3 DISPOSAL OF MATERIALS

A. See Section 01 74 19 Construction Waste Management and Disposal for additional requirements.

B. As part of the scope of Work included within the Contract Price, Contractor shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.

C. All waste materials, debris, dirt and rubbish shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state and federal regulations and requirements of the Contract Documents. Also see Sections 01 74 19 and 01 66 13.

D. Contractor is cautioned that both the County of Yolo and cities within the County have regulations governing the disposal of rubble, broken pavement, and similar materials.

E. Contractor shall become familiar with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with requirements.

F. This is already addressed in Section 01505/1.7 and 1.11. Under no circumstances shall rubbish, debris, waste, dust, dirt or surplus materials be allowed to accumulate in the building or on the Site, and all such shall be removed continually as the Work progresses and by the end of each day's Work.

1. Materials: In occupied building areas, only sufficient materials and flammable or toxic substances necessary for the Work being performed that day or shift shall be brought into the building and work areas. In no case shall flammable or toxic substances be stored in the building, and these substances shall be immediately removed from the building when not needed and not later that the end of the day's Work.

2. Splattering or spilling of material shall be promptly cleaned up at time of occurrence.

G. Contractor shall provide sweeping whenever silt from Site is carried over to adjacent pedestrian paths, parking lots, and streets within the Campus as well as public thoroughfares surrounding the Campus.

H. Failure to maintain a clean and orderly Site may necessitate action by the District. In the event that the Contractor fails to clean up and maintain the project in a clean and orderly manner, the District may clean the Site and charge the Contractor for such cleaning costs. Any cleaning costs incurred by District will be deducted from the Contract Price by Change Order.

I. All trash, debris, waste, and excess soil resulting from performance of the Work shall be disposed of at sites to be chosen by Contractor in accordance with applicable local, state, and federal regulations. If Contractor elects to dispose of soil on any private property, a permission letter shall be obtained from the property owner and presented to District prior to disposal. Contractor is advised that the property owner is required to obtain a fill permit from the applicable government agency(ies). In addition, placement of fill in wetland areas is subject to permit procedures of the US Army Corps of Engineers. At the completion of Work, a letter from each affected property owner releasing Contractor, Yolo County, District, and District consultants from any future liability.

1.4 FINAL CLEANING

A. District's Representative's Inspection: Provide District at least twenty-four (24) hours advance notice of readiness for inspection.

B. Any deficient cleaning, as determined by District's Representative, shall be immediately corrected as directed by District at Contractor's expense.

C. Contractor shall execute final cleaning prior to final inspection, using only properly skilled workers.

D. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.

E. Repair, patch, and touch up marred surfaces to match adjacent finishes.

F. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, clean and/or polish all transparent and glossy surfaces,

G. Vacuum carpeted and soft surfaces.

H. Remove waste and surplus materials, rubbish, and construction facilities from Site.

I. Wash and shine mirrors.

J. Ventilating systems:

1. Clean permanent filters and replace disposable filters of units operated during construction; in addition, clean ducts, blowers, and coils when units have been operated without filters during construction.

2. Clean ducts, blower, and coils of units operated during construction.

K. Clean surfaces of equipment; remove excess lubrication.

L. Clean plumbing fixtures to a sanitary condition

M. Vacuum and wipe inside of electrical panels and cabinetwork.

N. Clean light fixtures and lamps.

O. Broom clean interior spaces.

P. Clean, damp mop, wax and polish resilient and hard-surfaced floors as specified.

Q. Remove waste, debris and surplus materials from site. Clean grounds; remove stains, spill, and foreign substances from paved areas and sweep clean. Rake clean other exterior surfaces.

R. Use cleaning materials which will not create hazards to health or property or cause damage to the Work. Use cleaning materials and methods recommended by the manufacturers of the products to be cleaned.

S. Contractor shall not use nor permitted to use any kind of material/cleaning chemical that are not permitted for use in the State of California, or not permitted by the Health Department

T. Schedule operations to prevent dust and other contaminants resulting from cleaning operations from adhering to wet or newly finished surfaces.

U. Clean roofs, gutters, downspouts and drainage systems.

V. Interior surfaces and areas where Work is performed shall be left in vacuum clean condition with all dust, dirt, stains, hand marks, paint spots, plaster droppings, and other blemishes and defects completely removed. To the extent of Contractor's operations, use or materials, the following requirements apply to all areas where Work is performed:

1. Walls: Bare and painted surfaces shall be cleaned and fee of dust, lint, streaks, or stains.
2. Hardware and metal surfaces shall be cleaned and polished using non-corrosive and non-abrasive materials.
3. Glass: New glass and soiled existing glass shall be washed and polished both sides and left free of dirt and spots. Labels shall be removed.
4. Ceilings shall be clean and free of stains, hand marks, and defacing.
5. Fixtures and Equipment: New mechanical and electrical fixtures and like items shall be cleaned and polished. Lighting fixtures shall be free of dust, dirt, stains, or waste material. Equipment and machinery shall be cleaned, serviced, and ready for use. Existing items shall be cleaned as required including ventilating supply and return equipment in walls and ceilings.
6. Surfaces not mentioned shall be cleaned according to the intent of this Section and as required for District's Representative's approval.

PART 2 – PRODUCTS

Not Used

PART 3 – EXECUTION

Not Used

END OF SECTION 01 74 00

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 29 00 – "Payment Procedures"

C. Section 01 32 13 – "Scheduling of Work"

D. Section 01 32 33 – "Photographic Documentation"

E. Section 01 33 00 – "Submittal Procedures"

F. Section 01 41 00 – "Regulatory Requirements"

G. Section 01 74 00 – "Cleaning and Waste Management"

H. Section 01 73 00 – "Execution"

I. Section 01 78 36 – "Warranties"

J. Section 01 78 39 – "Project Record Documents"

K. Divisions 2 through 33 Sections for Contract Closeout Procedure requirements for the work in those Sections

1.3 SUMMARY

A. This section specifies administrative and procedural requirements for Contract closeout.

1.4 CONTRACT CLOSEOUT SUBMITTALS

A. Color prints of full size contractor Marked-up Contract Drawings

B. Color prints of full size contractor marked-up Shop Drawings

C. Professionally Drafted As-Built Record Drawings

D. Dated marked-up copies of Conformed Specifications

E. Marked-up Project Data submittals

F. Record Samples

G. Field records for variable and concealed conditions

H. Project Record Documents (See Section 01 78 39)

I. Operating and maintenance manuals and data

J. Warranties and bonds

K. Warranty Management Plan

L. Warranty Tags

M. Spare Parts Data

N. Service and maintenance contracts

1.5 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

A. Remove temporary materials, equipment, services, and construction prior to Initial Inspection, unless otherwise noted in other Contract Documents for a removal period subsequent to Initial Inspection but prior to Final Completion

B. Comply with requirements of Section 01 50 00, Temporary Facilities and Controls

1.6 INITIAL PUNCH LIST AND INSPECTION

A. When Contractor considers Work to be Substantially Complete, submit written notice to District's Representative requesting an Initial Inspection and listing items remaining to be completed or corrected listed by room number and item number (hereinafter "Initial Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the list without waiting for District review of the Initial Punch List and inspection of the Work. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

B. In a separate section of the Initial Punch List, include all items which cannot be completed or verified prior to Functional Performance Testing of the entire Work in accordance with Specification Section 01 91 13 General Commissioning Requirements and other technical Specifications.

1. The Contractor shall provide the expertise, trades subcontractors, manufacturers' representatives, or others as required to work collaboratively with the District and its representatives to identify all remaining items of Work, including required testing and verification, which cannot be completed or verified prior to Functional Performance Testing of the entire Work in accordance with Specification Section 01810 General Commissioning.

2. The Initial Punch List items identified to remain for subsequent completion shall not be significant enough to prevent beneficial occupancy and full use of the Work by the District.

C. The Contractor shall not submit a notice requesting an Initial Inspection unless the Work is Substantially Complete.

D. Should District's Representatives determine that Work is not Substantially Complete, the District will promptly notify Contractor in writing, listing Work that must be completed prior to Substantial Completion. Any inspection list that is submitted to the District that does not result in a District determination of Substantial Completion will not be considered an accepted Initial Punch List. If the Work is determined to not be Substantially Complete, Contractor shall complete all Work as directed prior to requesting an additional Initial Inspection by the District to determine Substantial Completion per this Specification Section.

E. Upon receipt of the Contractor's Initial Punch List, and not before, the District, Architect, and Project Inspector will make an Initial Inspection to determine whether the Work, is Substantially Complete.

1. All fire and life safety items, manufactured units, equipment and systems that require startup must have been started, run, tested, and operational for periods prescribed by the Contract Documents before a request for Initial Inspection is accepted by the District.
2. All items not completed in accordance with the requirements of the Contract Documents whether identified by the Contractor, District, Architect, Project Inspector, and/or other District Representatives as a result of the Initial Inspection shall be incorporated by the Contractor into a draft Pre-final Punch List which shall be submitted for District review and revision in accordance with Specification Section 01330, Submittal Procedures, prior to a determination by the District of Substantial Completion.
3. If additional Initial Inspections are required to review Initial Punch List items due to incompleteness of the Work by Contractor, Contractor will reimburse District for all costs associated with these inspections if additional service fees by District consultants are required. The costs of such District additional service fees will be deducted from the Contract Price by Change Order.

F. District may enlist Consultants to assist with the above activities.

1.7 SUBSTANTIAL COMPLETION

A. When District determines that the Work is Substantially Complete, District will issue a Certificate of Substantial Completion, accompanied by a Pre-Final Punch List of items to be completed or corrected as verified and/or appended by Architect and District.

B. When the Work, is Substantially Complete, the District will file a Notice of Completion.

1. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work, unless otherwise provided in the Notice of Completion.
2. The Notice of Completion shall be submitted to the Contractor for their written acceptance of responsibilities assigned to them in such Notice prior to District filing the Notice of Completion for purposes of initiating the release of Retention for the Work. The District shall withhold from Contractor payment the value of remaining Work, Work to be corrected, incomplete Work, and an amount identified for Pre-Final Punch List Work, and as otherwise identified in Public Contract Code.

C. The Contractor shall complete the items listed in the Pre-Final Punch List within ten (10) working days of the Certificate of Substantial Completion, with the exception of the items that must remain incomplete pending final commissioning. The Contractor shall execute the Work such that the District can occupy the Work within seven (7) calendar days of the date of the Certificate of Substantial Completion.

1.8 PRE-FINAL INSPECTION

A. When Contractor considers the items listed in the Pre-Final Punch List to be complete, with the exception of items which cannot be completed or verified prior to Functional Performance Testing of the entire Work in accordance with Specification Section 01 91 13, General Commissioning, and other specification sections, the Contractor shall submit written notice to District's Representative requesting a Pre-Final Inspection.

B. Upon receipt of the Contractor's request for Pre-Final Inspection, and not before, the District, Architect, Campus Representatives, and Project Inspector will inspect the Work to determine whether the Work identified on the Pre-Final Punch List is complete, with the exception of items

which cannot be completed or verified prior to Functional Performance Testing of the entire Work in accordance with Specification Section 01 91 13, General Commissioning and other specification sections.

C. Prior to the Pre-Final Inspection, perform final cleaning of the Work, as specified in Section 01 74 23.

1. Inspection Requirements.

a. Before calling for Pre-Final Inspection, Contractor shall determine that the following Work has been performed:

i) The Work has been completed.

ii) All life safety items are completed and in working order.

iii) All mechanical and electrical Work complete, fixtures in place, connected and ready for tryout and test.

iv) Electrical circuits scheduled in panels and disconnect switches labeled.

v) Painting and special finishes are complete.

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

vii) Tops and bottoms of doors sealed.

viii) Floors waxed and polished as specified.

ix) Broken glass replaced and glass cleaned.

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

xi) Work cleaned, free of stains, scratches, and other foreign matter, and damaged and broken material have been replaced.

xii) Finishes and decorative work shall have marks, dirt and superfluous labels removed.

xiii) All other requirements per the Contract Documents.

b. Furnish a letter to District stating that a responsible representative of District [give name and position] has been instructed in working characteristics of mechanical and electrical systems and equipment. See Specification Section 01 79 00, Demonstration and Training.

2. All items not completed in accordance with the requirements of the Contract Documents whether identified by the Contractor, District, Architect, , Project Inspector, and/or other District Representatives as a result of the Pre-Final Inspection, shall be incorporated by the Contractor into a draft Final Punch List which shall be submitted for District review and revision in accordance with Specification Section 01 33 00, Submittal Procedures, prior to a determination by the District that the Contract is ready for administrative close-out.

3. If additional Pre-final Inspections are required to review the Pre-final Punch List items due to incompleteness of the Work by Contractor, Contractor will reimburse District for all costs associated with these inspections if additional services fees by District consultants are required. The costs of such District additional service fees will be deducted from the Contract Price by Change Order.

1.9 FINAL INSPECTION

A. When Contractor considers the items listed in the Final Punch List to be complete the Contractor shall submit written notice to District's Representative requesting a Final Inspection.

B. Upon receipt of the Contractor's request for Final Inspection, and not before, the Contractor, District, Architect, and Project Inspector, shall meet to go over the Contract Documents to identify the administrative requirements for contract close-out.

1. The District will prepare a list of requirements remaining for administrative close-out and shall provide the list to the Contractor.
2. The Contractor shall complete all items on the administrative close-out list within thirty (30) days.

C. Subsequent to the meeting to identify administrative close-out requirements, District, Architect, Campus Representatives, and Project Inspector will inspect the Work to determine whether the Work identified on the Final Punch List is complete.

D. If additional Final Inspections are required to review the Final Punch List items due to incompleteness of the Work by Contractor, Contractor will reimburse District for all costs associated with these inspections if additional services fees by District consultants are required. The costs of such District additional service fees will be deducted from the Contract Price by Change Order.

E. When the Architect determines that all final punch list items have been completed, a final Project Inspection Report will be issued. Any open administrative close-out requirements will be identified and a value for withholding from Progress Payment or Final Payment will be assigned.

F. The Project Inspector (IOR), the District Representative, and the Contractor shall, at all times, be together during all inspections. The Contractor shall give 24-hour notice to the District for such inspections.

1.10 FINAL COMPLETION

A. Final Completion occurs when all Work meets all requirements of the Contract Documents. When Contractor considers all Work complete and all close-out requirements have been performed, submitted, and accepted, submit written certification to District that:

1. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Completion have been met.
2. Except for Contractor maintenance and Deferred or Seasonal Testing, after Final Completion, all Work has been completed in accordance with Contract Documents and deficiencies listed with any Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of Architect, Project Inspector (IOR), and District Representatives and are operative.

B. Should District determine that the Work is incomplete or defective or that administrative requirements have not been completed:

1. District's Representative will promptly so notify Contractor, in writing, listing the incomplete or defective items.
2. Contractor shall promptly remedy all incomplete and/or defective Work and notify the District when it is ready for re-inspection. District's Representatives will then re-inspect the

Work. If deficiencies previously noted are found not to be corrected, Contractor shall pay all District costs for the re-inspection.

3. When District determines that all Work and requirements are complete under the Contract Documents, District will request Contractor to make a request for Final Payment.

1.11 FINAL ADJUSTMENTS OF ACCOUNTS

A. Submit a final statement of accounting to District, showing all adjustments to the Contract Price. See also Section 01 29 00 Payment Procedures, Final Payment, et al.

B. If required, District shall prepare a final Change Order showing an adjustment to the Contract Price that was not included in previous Change Orders.

1.12 FINAL CLEANING

Contractor shall comply with all applicable requirements in Section 01 74 00, Final Cleaning Requirements.

1.13 PROJECT RECORD DOCUMENTS

Contractor shall comply with all applicable requirements in Section 01 78 39, Project Record Documents.

1.14 PROJECT WARRANTY

A. Requirements for Contractor's Warranty of completed Work are included in the General Conditions and Section 01 78 36, Warranties.

B. Recording of Final Completion, final certificate for payment, or partial or entire occupancy of the Work by District shall not constitute acceptance of Work not done in accordance with Contract Documents, and do not relieve the Contractor of liability in respect to express warranties, latent defects, or responsibility for faulty materials or workmanship.

C. District may make repairs to defective Work as set forth in Contract General Conditions.

D. If, after installation, operation, or use of materials or equipment to be provided under Contract proves to be unsatisfactory to District, District shall have right to operate and use materials or equipment until said materials and equipment can, without damage to District, be taken out of service for correction or replacement. Period of use of defective materials or equipment pending correction or replacement shall in no way decrease guarantee period required for acceptable corrected or replaced items of materials or equipment.

E. Nothing in this Section shall be construed to limit, relieve, or release Contractor's, subcontractors', and equipment suppliers' liability to District for damages sustained as result of latent defects in equipment caused by negligence of suppliers' agents, employees, or subcontractors. Stated in another manner, warranty contained in the Contract Documents shall not amount to, nor shall it be deemed to be, waiver by District of any rights or remedies (or time limits in which to enforce such rights or remedies) it may have for defective workmanship or defective materials under laws of this state pertaining to acts of negligence.

1.15 WARRANTIES

A. Execute Contractor's submittals and assemble warranty documents as described in Section 01 33 00 Submittal Procedures and Section 01 78 36 Warranties.

1.16 RETURN OF DISTRICT KEYS, PARKING PERMITS AND IDENTIFICATION

Contract Documents will not be closed out and final payment will not be made until all personnel identification media, vehicle permits, and keys issued to Contractor during prosecution of Work are returned to the District Representative.

1.17 RELEASE OF CLAIMS

A. Contract Documents will not be closed out and final payment will not be made until Agreement and Release of Any and All Claims is completed and executed by Contractor and District.

1.18 FIRE INSPECTION COORDINATION

A. Coordinate required fire inspection(s) with governing agencies having jurisdiction and provide sufficient notice to District to permit convenient scheduling (if applicable.)

1.19 BUILDING INSPECTION COORDINATION

A. Coordinate with District, Architect, and Project Inspector final inspection for the purpose of obtaining any occupancy certificate (if applicable.)

1.20 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store Project Record Documents and samples in the Contractor's field office apart from Contract Documents used for construction.

B. Do not permit Project Record Documents to be used for construction purposes.

C. Maintain Project Record Documents in good order, and in a clean, dry, legible condition.

D. Make documents and samples available for weekly inspections by District, Architect, and Project Inspector.

1.21 RECORD CONSTRUCTION SCHEDULE

A. Using the latest progress schedule required by Section 01 33 00, Submittal Procedures as a reference, submit a Record Baseline CPM Schedule showing the actual dates and duration of all construction activities.

B. Sign and date the completed Record Baseline CPM Schedule and deliver to the District prior to Final Completion.

1.22 PROJECT RECORD DRAWINGS

A. Comply with requirements of Section 01 78 39, Project Record Documents.

1.23 PROJECT RECORD SPECIFICATIONS

A. Comply with requirements of Section 01 78 39 Project Record Documents.

1.24 PRODUCT DATA

A. Comply with requirements of Section 01 78 39, Project Record Documents.

1.25 OPERATION TESTS

A. Conduct operational tests as required to demonstrate that all systems have been completed and are in compliance with all requirements.

B. Furnish a written record of test results using recording type instruments where applicable and as directed.

1.26 OPERATION AND MAINTENANCE MANUALS

A. Comply with requirements of Section 01 78 39, Project Record Documents.

1.27 MATERIALS, EQUIPMENT AND FINISHES MANUAL

A. Comply with requirements of Section 01 78 39, Project Record Documents.

1.28 SERVICE AND MAINTENANCE CONTRACTS

A. Compile, review, and submit specified service and maintenance contracts as specified for warranties and bonds.

1.29 MISCELLANEOUS PROJECT RECORD SUBMITTALS

A. Refer to other specification sections for miscellaneous record keeping requirements and submittals. Immediately prior to Final Completion, complete miscellaneous records and place them in good order, properly identified and bound or filed, ready for District use and reference. Submit to the Architect for review and approval.

1. Miscellaneous records include, but are not limited to the following:
   a. Authorized measurements utilizing unit prices
   b. Records of plant treatment
   c. Certifications received in lieu of labels on bulk products
   d. Batch mixing and bulk delivery records
   e. Testing and qualification of tradespersons
   f. Installation firm's qualification documents
   g. Load and performance testing
   h. Inspections and certifications by governing authorities
   i. Leakage and water-penetration tests
   j. Fire resistance and flame spread test results
   k. Final inspection and correction procedures

1.30 EXTRA MATERIALS

A. Where specified, provide extra materials in the quantities and manner specified.

B. Delivery and certification of extra materials shall be prerequisite to Substantial Completion.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION 01 77 00

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 32 13 – "Scheduling of Work"

C. Section 01 31 00 – "Project Management and Coordination"

D. Section 01 33 00 – "Submittal Procedures"

E. Section 01 78 36 – "Warranties"

F. Section 01 77 00 – "Closeout Procedures"

G. Section 01 78 39 – "Project Record Documents"

H. Divisions 2 through 33 Sections for Operation and Maintenance Data requirements for the work in those Sections.

1.3 SUMMARY

A. This section includes administrative and procedural requirements for Operation and Maintenance (O&M) data and documents.

1.4 FORMAT

A. Contractor shall compile O&M manuals for all building equipment including mechanical, plumbing and electrical equipment, commissioned or not, in the following formats:

1. Quantity: as specified in Section 01 33 00, Submittal Procedures.
2. Hard Media Format:
   a. Size: 8 ½ x 11 inch, 3 ring loose-leaf binders. Use as many binders as required for each element as listed below. Do not overload binders.
   b. Binding: Bind in stiff, metal-hinged, three-ring binder(s) with standard 3 hole-punching. Binders shall be 3-inch maximum. Use white or black colored binders with integrated clear plastic covers to enable insertion of binder titles.
   c. Sheet lifters: Provide plastic sheet lifters prior to first page and following last page.
   d. Binder titles: Include the following title on front and spine of binder:

YUBA COMMUNITY COLLEGE DISTRICT
Campus Number and Name
O&M Manual for: (insert equipment description(s) included)

3. Drawing Size: Provide reduced size drawings or diagrams to fit in binder. Where reduction is not practical to ensure readability, fold larger drawings separately and place in vinyl envelopes bound into the binder. Identify vinyl envelopes with drawing numbers.
4. Dividers: Use dividers with permanently marked tabs of card stock to separate each section and sub section. Tab labels shall not be handwritten. Use a main tab for each specification section. Behind the section number tab there shall be the equipment ID tab sub-tab for each piece of major equipment (or group, if small or numerous). These sub-tabs shall be similar to the specification number tabs but of a different color.

B. Submit O&M Data specifically applicable to this Contract and a complete and concise depiction of the provided equipment, product, or system, stressing and enhancing the importance of system interactions, troubleshooting, and long-term preventative maintenance and operation. The subcontractors shall compile and prepare data and deliver to the Contractor prior to the training of District personnel. The Contractor shall compile and prepare aggregate O&M data including clarifying and updating the original sequences of operation to as-built conditions. Organize and present information in sufficient detail to clearly explain O&M requirements at the system, equipment, component, and subassembly level. Include an index preceding each submittal. Submit in accordance with this section and Section 01 33 00 SUBMITTAL PROCEDURES.

1. Package Quality. Documents must be fully legible. Poor quality copies and material with hole punches obliterating the text or drawings will not be accepted.
2. Package Content. Data package content shall be as shown in the paragraph titled "Schedule of Operation and Maintenance Data Packages." Comply with the data package requirements specified in the individual technical sections, including the content of the packages and addressing each product, component, and system designated for data package submission.
3. Changes to Submittals. Manufacturer-originated changes or revisions to submitted data shall be furnished by the Contractor if a component of an item is so affected subsequent to acceptance of the O&M Data. Changes, additions, or revisions required by the Architect or District Project Manager for final acceptance of submitted data, shall be submitted by the Contractor within 30 calendar days of the notification of this change requirement.
4. Review and Approval. The District's Commissioning Authority (CA) shall review the commissioned systems and equipment submittals for completeness and applicability. The CA shall verify that the systems and equipment provided meet the requirements of the Contract documents and design intent, particularly as they relate to functionality, energy performance, water performance, maintainability, sustainability, system cost, indoor environmental quality, and local environmental impacts. The CA shall communicate deficiencies to the District and Architect. Upon a successful review of the corrections, the CA shall recommend approval and acceptance of these O&M manuals to the District and Architect. This work shall be in addition to the normal review procedures for O&M data.

1.5 ELECTRONIC MEDIA FORMAT

A. Electronic Media Format: Electronic media format shall be Adobe PDF, with chapter markers and/or bookmarks inserted in place of the equivalent hard copy section tabs. Electronic copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. Electronic media files shall be delivered on a unique Flash Drive.

1.6 SYSTEMS COVERED

A. The Contractor shall supply the required information for all systems identified in the technical specification sections and in this section. A separate manual or chapter shall be provided for each applicable system as follows:

1. Chillers
2. Cooling Towers
3. Boilers
4. Pumps
5. Air Handling Units (include sequence of operation, one line diagram and area served in a plastic pouch for mounting on equipment or in equipment room)
6. Exhaust fans
7. Supply Air Fans (excluding Air Handling Units)
8. Plumbing and drainage Systems/Equipment
9. Emergency Generator Systems
10. UPS
11. Fire Protection Systems
12. Fire Alarm System
13. Valves and Pipe Specialties (include valve identification chart)
14. Variable Frequency Drives (VFD)
15. Smoke Control Systems
16. Water Treatment Systems
17. Elevator Systems
18. Lighting Systems and Controls (interior, exterior and airfield)
19. Switchgear, Transformers, Panel boards, Motor Control Centers and Motor Starters
20. Lighting Protection and Surge Suppression Systems
21. Public Address, Closed Circuit TV, Communication and Telephone Systems
22. Security System
23. Building Management/Temperature Control System (BMS)
24. Fuel System
25. Doors and Hardware
26. Power monitoring systems
27. HVAC, Testing Adjusting and Balancing.

1.7 COMPUTER PROGRAMS

A. When any equipment requires operation by computer programs, submit copy of original program on Flash Drive, with a hard-copy and an electronic copy (Adobe PDF format) of all user manuals and guides for operating the programs. Program shall be Windows XP compatible. Provide required licenses to District at no additional cost.

1.8 TYPES OF INFORMATION REQUIRED IN O&M DATA PACKAGES

A. Title Page, which shall be duplicate of front binder title

B. Table of Contents with section numbers

C. Equipment Sections and Sub Sections

1. The first page behind the equipment tab shall be the Contractor 's name, address and telephone number of the manufacturer and installing contractor and the 24-hour number for emergency service for all equipment in this section, identified by equipment.
2. Submittal and Product Data: This section shall include all approved submittal data, cut sheets, data base sheets and appropriate shop drawings. If submittal was not required for approval, descriptive product data shall be included.
3. O & M and installation instructions that were shipped with the unit.
4. Model number, serial number and nameplate data for each piece of equipment and any subcomponent.
5. Safety Precautions. List personnel hazards and equipment or product safety precautions for all operating conditions.
6. Operating Instructions. These shall be the written manufacturer's data with the model and features of this installation clearly marked and edited to omit reference to products or data not applicable to this installation. This section shall include data on the following:
   a. Include specific instructions, procedures, and illustrations for the following phases of operation for the installed model and features of each system:
      i) Operator Prestart and Startup Procedures. Include step-by-step procedures, including a pre-start checklist if applicable, required to install, set up, prepare, and startup each system for use.
      ii) Startup, Shutdown, and Post-Shutdown Procedures. Provide narrative description for Startup, Shutdown and Post-shutdown operating procedures including the control sequence for each procedure.
      iii) Sequence of operations, with detailed instruction in proper sequence, for each mode of operation (i.e. day-night; staging of equipment.)
      iv) Normal Operations. Provide narrative description of Normal Operating Procedures. Include Control Diagrams with data to explain operation and control of systems and specific equipment.
      v) Emergency Operations. Include Emergency Procedures for equipment malfunctions to permit a short period of continued operation or to shut down the equipment to prevent further damage to systems and equipment. Include Emergency Shutdown Instructions for fire, explosion, spills, or other foreseeable contingencies. Provide guidance and procedures for emergency operation of all utility systems including required valve positions, valve locations and zones or portions of systems controlled. If some functions of the equipment can be operated while other functions are disabled, give instructions for operations under these conditions. Include here only those alternate methods of operations (from normal) which the operator can follow when there is a partial failure of malfunctioning of components, or other unusual condition.

vi) Shutdown procedure: Include instructions for stopping and securing the equipment after operation. If a particular sequence is required, give step-by-step instructions in that order.

vii) Refer to controls and indicators by nomenclature consistent with that used on panels and in control diagrams.

b. Operator Service Requirements. Include instructions for services to be performed by the operator such as lubrication, adjustment, inspection, and recording gage readings.

c. Environmental Conditions. Include a list of Environmental Conditions (temperature, humidity, and other relevant data) that are best suited for the operation of each product, component or system. Describe conditions under which the item equipment should not be allowed to run.

D. Preventive Maintenance. Include manufacturer's schedule for routine preventive maintenance, inspections, tests and adjustments required to ensure proper and economical operation and to minimize corrective maintenance. Provide manufacturer's projection of preventive maintenance work-hours on a daily, weekly, monthly, and annual basis including craft requirements by type of craft. For periodic calibrations, provide manufacturer's specified frequency and procedures for each separate operation. Include potential environmental and indoor air quality impacts of recommended maintenance procedures and materials.

1. Produce a schedule for preventive maintenance in a printed format and an electronic format compatible with District's system. State, preferably in tabular form, the recommended frequency of performance for each preventive maintenance task, cleaning, inspection and scheduled overhauls.

2. Cleaning: Provide instructions and schedules for all routine cleaning and inspection with recommended lubricants.

3. Inspection: If periodic inspection of equipment is required for operation, cleaning or other reasons, indicate the items to be inspected and give the inspection criteria for: motors; controls; filters and any other maintenance items.

4. Provide instructions for minor repairs or adjustments required for preventive maintenance routines. Identify test points and give values for each. Include sensor calibration requirements and methods by sensor type.

5. Corrective maintenance instructions shall be predicated upon a logical effect-to-cause troubleshooting philosophy and a rapid replacement procedure to minimize equipment downtime.

6. Troubleshooting: Troubleshooting tables, charts, or diagrams shall be used to present specified procedures. A guide to this type shall be a three-column chart. The columns shall be titled: Malfunction, Probable Cause and Recommended Action.

7. Repair and replacement: Indicate repair and replacement procedures most likely to be required in the maintenance of the equipment.

8. A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.

9. Outline, cross-section, and assembly drawings; engineering data; and electrical diagrams, including elementary diagrams, labeled wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams.

10. Lubrication Data. Include preventative maintenance lubrication data, in addition to instructions for lubrication provided under paragraph titled "Operator Service Requirements":
    a. A table showing recommended lubricants for specific temperature ranges and applications.
    b. Charts with a schematic diagram of the equipment showing lubrication points, recommended types and grades of lubricants, and capacities.
    c. A Lubrication Schedule showing service interval frequency.

E. Corrective Maintenance (Repair). Include manufacturer's recommended procedures and instructions for correcting problems and making repairs for the installed model and features of each system. Include potential environmental and indoor air quality impacts of recommended maintenance procedures and materials.

1. Troubleshooting Guides and Diagnostic Techniques. Include step-by-step procedures to promptly isolate the cause of typical malfunctions. Describe clearly why the checkout is performed and what conditions are to be sought. Identify tests or inspections and test equipment required to determine whether parts and equipment may be reused or require replacement.
2. Wiring Diagrams and Control Diagrams. Wiring diagrams and control diagrams shall be point-to-point drawings of wiring and control circuits including factory-field interfaces. Provide a complete and accurate depiction of the actual job specific wiring and control work. On diagrams, number electrical and electronic wiring and pneumatic control tubing and the terminals for each type, identically to actual installation configuration and numbering.
3. Maintenance and Repair Procedures. Include instructions and a list of tools required to repair or restore the product or equipment to proper condition or operating standards.
4. Removal and Replacement Instructions. Include step-by-step procedures and a list required tools and supplies for removal, replacement, disassembly, and assembly of components, assemblies, subassemblies, accessories, and attachments. Provide tolerances, dimensions, settings and adjustments required. Instructions shall include a combination of text and illustrations.
5. Spare Parts and Supply Lists. Include lists of spare parts and supplies required for maintenance and repair to ensure continued service or operation without unreasonable delays. List spare parts and supplies that have a long lead-time to obtain.

F. Appendices. Provide information required below and information not specified in the preceding paragraphs but pertinent to the maintenance or operation of the product or equipment. Include the following:

1. Specifications. Copy and insert the record Project Specification section in the manual.
2. Product Submittal Data. Provide a copy of all SD-03 Product Data submittals required in the applicable technical sections.
3. Manufacturer's Instructions. Provide a copy of all Manufacturers' Instructions submittals required in the applicable technical sections.
4. O&M Submittal Data. Provide a copy of all Operation and Maintenance Data submittals required in the applicable technical sections.

5. Parts Identification. Provide identification and coverage for all parts of each component, assembly, subassembly, and accessory of the end items subject to replacement. Include special hardware requirements, such as requirement to use high-strength bolts and nuts. Identify parts by make, model, serial number, and source of supply to allow reordering without further identification. Provide clear and legible illustrations, drawings, and exploded views to enable easy identification of the items. When illustrations omit the part numbers and description, both the illustrations and separate listing shall show the index, reference, or key number that will cross-reference the illustrated part to the listed part. Parts shown in the listings shall be grouped by components, assemblies, and subassemblies in accordance with the manufacturer's standard practice. Parts data may cover more than one model or series of equipment, components, assemblies, subassemblies, attachments, or accessories, such as typically shown in a master parts catalog.
6. Warranty Information. List and explain the various warranties and clearly identify the servicing and technical precautions prescribed by the manufacturers or contract documents in order to keep warranties in force. Include warranty information for primary components such as the compressor of air conditioning system.
7. Personnel Training Requirements. Provide information available from the manufacturers that are needed for use in training designated personnel to properly operate and maintain the equipment and systems.
8. Testing Equipment and Special Tool Information. Include information on test equipment required to perform specified tests and on special tools needed for the operation, maintenance, and repair of components.
9. Testing and Performance Data. Include completed pre-functional checklists, functional performance test forms, and monitoring reports. Include recommended schedule for retesting and blank test forms.
10. Contractor Information. Provide a list that includes the name, address, and telephone number of the Contractor and each Subcontractor who installed the product or equipment, or system. For each item, also provide the name address and telephone number of the manufacturer's representative and service organization that can provide replacements most convenient to the project site. Provide the name, address, and telephone number of the product, equipment, and system manufacturers.

1.9 TYPES OF INFORMATION REQUIRED IN CONTROLS O&M DATA PACKAGES

A. Include all requirements found in the technical specifications, items in the Schedule of O&M Data Packages, and the following for control systems:

1. Narrative description on how to perform and apply all functions, features, modes, and other operations, including unoccupied operation, seasonal changeover, manual

   operation, and alarms. Include detailed technical manual for programming and customizing control loops and algorithms.
2. Full as-built sequence of operations
3. Copies of all checkout tests and calibrations performed by the Contractor (not Cx tests).
4. Full points list. A listing of rooms shall be provided with the following information for each room:
   a. Floor

b. Room number
c. Room name
d. Air handler unit ID
e. Reference drawing number
f. Air terminal unit tag ID
g. Heating and/or cooling valve tag ID
h. Minimum cfm
i. Maximum cfm

5. Full print out of all schedules and set points after testing and acceptance of the system.]
6. Full as-built print out of software program.]
7. Electronic copy on disk or Flash Drive of the entire program for this facility.]
8. Marking of all system sensors and thermostats on the as-built floor plan and mechanical drawings with their control system designations.

1.10 SUPPLEMENTAL DATA

A. Contractor shall prepare written text and/or special drawings to provide necessary information when manufacturer's standard printed data is not available and/or additional information is necessary for a proper understanding and operation and maintenance of equipment or systems, or when it is necessary to supplement data included in the manual or Project documents.

1.11 SCHEDULE OF INFORMATION FOR OPERATION AND MAINTENANCE DATA PACKAGES

A. Supply all of the following, when and where applicable, for each O&M data package:

1. Safety precautions
2. Operator prestart
3. Startup, shutdown, and post-shutdown procedures
4. Normal operations
5. Emergency operations
6. Operator service requirements
7. Environmental conditions
8. Lubrication data
9. Preventive maintenance plan and schedule
10. Cleaning recommendations
11. Troubleshooting guides and diagnostic techniques
12. Wiring diagrams and control diagrams
13. Maintenance and repair procedures
14. Removal and replacement instructions
15. Spare parts and supply list
16. Special tools required to service or maintain the equipment
17. Corrective maintenance man-hours

18. Product submittal data
19. O&M submittal data
20. Parts identification
21. Warranty information
22. Personnel training requirements
23. Testing equipment and special tool information
24. Testing and performance data
25. Installing Subcontractor information

PART 2 – PRODUCTS
Not Used.

PART 3 – EXECUTION
Not Used.

END OF SECTION 01 78 23

SECTION 01 78 36

WARRANTIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED DOCUMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 77 00 – "Closeout Procedures"

C. Section 01 78 39 – "Project Record Documents"

D. Section 01 79 00 – "Demonstration and Training Procedures"

E. Divisions 2 through 33 Sections for Warranties/Guaranties requirements for the Work in those Sections.

1.3 SUMMARY OF WORK

A. Contractor hereby warrants and guaranties to District all Work performed on this Project, including all material and equipment incorporated therein, as set forth below:

B. Pursuant to the requirements of this Section and other sections of the Contract Documents, Contractor agrees to unconditionally warranty and guaranty the quality and adequacy of all of Work provided under this Contract including, without limitation, all labor, materials and equipment provided by the Contractor and Subcontractors of all tiers in connection with the Work.

C. Contractor's Warranty and/or Guaranty shall become effective on the first day following District's issuance of a written Notice of Substantial Completion or on such other date as may be specified elsewhere in the Contract Documents, and once effective, the Warranties and/or Guaranties shall remain operative and shall bind Contractor as further described herein for a period of one (1) year, and/or more as specified in the Contract Documents.

D. All Contractor Warranties and/or Guaranties must be reviewed and accepted by District.

E. Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with Contract Documents, nor relieve Contractor of liability in respect to any express warranties and/or guaranties or responsibilities for faulty materials or workmanship.

F. Contractor shall remedy any defects in the Work and repair any associated damage resulting therefrom, and pay all costs for any such Work which shall become evident within any Project Warranty and/or Guaranty period. If any Work is found to be defective within any Project Warranty and/or Guaranty period, Contractor shall, without cost to District, promptly correct such defective Work.

G. Contractor shall remove any defective Work rejected by District and replace it with Work that complies in all respects to the requirements of the Contract Documents. Remove and replace any damage to other Work or the Work of others resulting therefrom.

H. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all costs, losses and damages caused by or resulting from such removal and replacement within the Warranty and/or Guaranty period.

I. Where Contractor fails to correct defective Work, or defects are discovered outside the Warranty and/or Guaranty period, District shall have all rights and remedies granted by law.

J. Inspection of the Work shall not relieve Contract of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and paid for, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

K. These Warranties and/or Guaranties are in addition to any other warranty or guaranty requirements contained in the Contract Documents, and not in lieu of any other liability imposed on Contractor under the Contract Documents and governing laws with respect to Contractor's duties, obligations, and performance under the Contract Documents.

1.4 FORMAT

A. Contractor shall separate each warranty and/or guaranty with index tab sheets keyed to a Table of Contents listing, providing full information and using separate typed sheets as necessary. Contractor shall list each applicable and/or responsible subcontractor, supplier, and/or manufacturer, with name, address, telephone number, fax number, and e-mail of each responsible principal.

1. Bind warranties and guaranties and bonds in heavy-duty, 3-ring vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 ½-by 11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty and/or guaranty. Mark 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, fax number, and e-mail of installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES".
   a. Project name and number
   b. Architect's name
   c. Contractor's name

B. Contractor shall provide two (2) sets of binders for all Warranties/Guaranties and shall include:

1. Contractor, subcontractor, and equipment supplier shall provide Warranties and Guaranties on their original company letterhead with original signature.
2. Contractor shall provide original Warranties and Guaranties. Photo copies, fax and e-mail copies are not acceptable.

C. Contractor shall organize warranty and guaranty documents into an orderly sequence based on the table of contents of the Project Manual.

1.5 PREPARATION

A. Contractor shall obtain warranties and guaranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within fifteen (15) days after Substantial Completion. Except for items put into use with District's permission, Contractor shall leave date of beginning of time of warranty or guaranty blank until the date of completion is determined by District.

B. Contractor shall verify that documents are in proper original form, contain full information, and are notarized, when required.

C. Contractor shall co-sign and co-execute all Warranties and Guaranties.

D. Contractor, subcontractor, and equipment supplier must provide warranties/guaranties on their original company letterhead with original authorized principal charge signature. (Fax copy and e-mail will not be acceptable.)

E. Contractor shall provide additional copies of each warranty and/or guaranty to include in operation and maintenance manual. Photocopies are acceptable for this purpose.

F. For items of work delayed beyond date of Substantial Completion, Contractor shall provide updated submittal within ten (10) days after acceptance, listing the date of acceptance by District as start of the warranty and/or guaranty period.

G. Contractor must complete all warranty and guaranty submittals as required by the Contract Documents prior to District approval of Contractor's final application for Payment.

1.6 WARRANTY AND GUARANTY MANAGEMENT

A. Warranty and Guaranty Management Plan

1. Develop a warranty and guaranty management plan which contains information relevant to Specification Section 01 78 36, Warranties. At least 30 days before the planned Substantial Completion date, conduct a pre-warranty conference and, submit the warranty and guaranty management plan for District approval. Include within the warranty and guaranty management plan all required actions and documents to assure that the District receives all warranties and guaranties to which it is entitled. The plan must be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below must include due date and whether item has been submitted or was accomplished. Warranty and guaranty information made available during the construction phase must be submitted to the District for approval prior to each monthly pay estimate. Assemble approved information in a binder and submit to the District upon acceptance of the Work. The construction warranty and guaranty period will begin on the date of Substantial Completion and continue for the full product warranty and guaranty period. A joint 4 month and 9 month warranty and guaranty inspection will be conducted, measured from Substantial Completion, by the Contractor, District, and the Campus Representative. Include within the warranty and guaranty management plan, but not limited to, the following:

a. Roles and responsibilities of all personnel associated with the warranty and guaranty process, including points of contact and telephone numbers within the organizations of the Contractors, subcontractors, manufacturers or suppliers involved.

b. Listing and status of delivery of all Certificates of Warranty and Guaranty for extended warranty and guaranty items, to include roofs, HVAC balancing, pumps, motors, transformers, and for all commissioned systems such as fire protection and alarm systems, sprinkler systems, lightning protection systems, etc.

c. A list for each warranted equipment, item, feature of construction or system indicating:

i) Name of item.

ii) Model and serial numbers.

iii) Location where installed.

iv) Name and phone numbers of manufacturers or suppliers.

v) Names, addresses and telephone numbers of sources of spare parts.

vi) Warranties and Guaranties and terms of warranty and/or guaranty. Include one-year overall warranty of construction. Items which have extended warranties or guaranties must be indicated with separate warranty and guaranty expiration dates.

vii) Cross-reference to warranty and guaranty certificates as applicable.

viii) Starting point and duration of warranty and guaranty period.

ix) Summary of maintenance procedures required to continue the warranty and guaranty in force.

x) Cross-reference to specific pertinent Operation and Maintenance manuals.

xi) Organization, names and phone numbers of persons to call for warranty and guaranty service.

xii) Typical response time and repair time expected for various warranted equipment.

d. The Contractor's plans for attendance at the 4th and 9th month post-construction warranty and guaranty inspections conducted by the District.

e. Procedure and status of tagging of all equipment covered by extended warranties and guaranties.

f. Copies of instructions to be posted near selected pieces of equipment where operation is critical for warranty and guaranty and/or safety reasons.

B. Pre-Warranty Conference

1. At least thirty calendar days prior to Contract Substantial Completion, and at a time designated by the District, meet with the District Representatives to develop a mutual understanding with respect to the requirements of this section. Communication procedures for Contractor notification of construction warranty and guaranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the District for the execution of the construction warranty and guaranty will be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control

completion inspection, furnish the name, telephone number and address of a licensed and bonded company which is authorized to initiate and pursue construction warranty and guaranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warranted construction, be continuously available, and be responsive to District inquiry on warranty and guaranty work action and status.

2. This requirement does not relieve the Contractor of any of its responsibilities in connection with other portions of this provision.

C. Contractor's Response to Construction Warranty and Guaranty Service Requirements

1. Following oral or written notification by the District, respond to construction warranty and guaranty service requirements in accordance with the "Construction Warranty And Guaranty Service Priority List" and the three categories of priorities listed below. Submit a report on any warranty and guaranty item that has been repaired during the warranty and/or guaranty period. Include within the report the cause of the problem, date reported, corrective action taken, and when the repair was completed. If the Contractor does not perform the construction warranty and/or guaranty within the timeframes specified, the District will perform the work and back-charge Contractor.

   a. First Priority Code 1. Perform onsite inspection to evaluate situation, and determine course of action within 4 hours, initiate work within 6 hours and work continuously to completion or relief.

   b. Second Priority Code 2. Perform onsite inspection to evaluate situation, and determine course of action within 8 hours, initiate work within 24 hours and work continuously to completion or relief.

   c. Third Priority Code 3. All other work to be initiated within 3 work days and work continuously to completion or relief.

   d. The "Construction Warranty and Guaranty Service Priority List" is as follows:

      Code 1-Air Conditioning Systems
      (1) Recreational support.
      (2) Air conditioning leak in part of building, if causing damage.
      (3) Air conditioning system not cooling properly.

      Code 1-Doors
      (1) Overhead doors not operational, causing a security, fire, or safety problem.
      (2) Interior, exterior personnel doors or hardware, not functioning properly, causing a security, fire, or safety problem.

      Code 3-Doors
      (1) Overhead doors not operational.
      (2) Interior/exterior personnel doors or hardware not functioning properly.

      Code 1-Electrical
      (1) Power failure (entire area or any building operational after 1600 hours)
      (2) Security lights
      (3) Smoke detectors

      Code 2-Electrical
      (1) Power failure (no power to a room or part of building).
      (2) Receptacle and lights (in a room or part of building).

Code 3-Electrical
Street lights.

Code 1-Gas
(1) Leaks and breaks.

Code 1-Heat
(1) Area power failure affecting heat.
(2) Heater in unit not working.

Code 2-Kitchen Equipment
(1) Dishwasher not operating properly.
(2) All other equipment hampering preparation of a meal.

Code 1-Plumbing
(1) Hot water heater failure.
(2) Leaking water supply pipes.

Code 2-Plumbing
(1) Flush valves not operating properly.
(2) Fixture drain, supply line to commode, or any water pipe leaking.
(3) Commode leaking at base.

Code 3 -Plumbing
Leaky faucets.

Code 3-Interior
(1) Floors damaged.
(2) Paint chipping or peeling.

(3) Casework.
Code 1-Roof Leaks
Temporary repairs will be made where major damage to property is occurring.

Code 2-Roof Leaks
Where major damage to property is not occurring, check for location of leak during rain and complete repairs on a Code 2 basis.

Code 2-Water (Exterior)
No water to facility.

Code 2-Water (Hot)
No hot water in portion of building listed.

Code 3-All other work not listed above.

D. Warranty and/or Guaranty Tags

1. At the time of installation, tag each warranted or guaranteed item with a durable, oil and water resistant tag approved by the District. Attach each tag with a copper wire and spray with a silicone waterproof coating. The date of Substantial Completion and the Contractor Authorized signature must remain blank until the date the District makes a determination of Substantial Completion. Show the following information on the tag:

WARRANTY/GUARANTY INFORMATION

a. Type of product/material_____
b. Model number_____
c. Serial number_____
d. Contract number_____
e. Warranty/Guaranty period_____ (months) from _____to_____
f. Inspector's signature_____
g. Construction Contractor_____
   Address_____
   Telephone number_____
h. Warranty or Guaranty contact_____
   Address_____
   Telephone number_____
i. Warranty or Guaranty response time priority code_____
j. WARNING - PROJECT PERSONNEL TO PERFORM ONLY OPERATIONAL MAINTENANCE DURING THE WARRANTY PERIOD.

PART 2 - PRODUCTS
Not Used.

PART 3 - EXECUTION
Not Used.

END OF SECTION 01 78 36

SECTION 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"
B. Section 01 26 00 – "Contract Modification Procedures"
C. Section 01 32 13 – "Scheduling of Work"
D. Section 01 31 00 – "Project Management and Coordination"
E. Section 01 33 00 – "Submittal Procedures"
F. Section 01 78 36 – "Warranties"
G. Section 01 77 00 – "Closeout Procedures"
H. Section 01 78 23 – "Operation and Maintenance Data"
I. Divisions 2 through 33 Sections for Project Record Documents requirements for the work in those Sections.

1.3 SUMMARY

A. This section includes administrative and procedural requirements for Project Record Documents, including but not limited to the following:
   1. Record Drawings
   2. Record Specifications
   3. Record Product Data
   4. Record MEP & Structural coordination documents

B. Project Record Documents requirements include, but are not limited to, the following:
   1. Marked-up copies of Drawings
   2. Marked-up copies of Shop Drawings
   3. Newly prepared Drawings
   4. Marked-up Product Data submittals
   5. Field records, such as photographs, for variable and concealed conditions
   6. Record information for Work that is only schematically shown
   7. Maintenance forms for equipment

C. Other Project closeout requirements are included in Section 01 77 00, Closeout Procedures.

D. Contractor shall maintain Documents and Samples as follows:
   1. Contractor shall provide and store all required Project Record Documents and Samples in the Contractor field office apart from Contract Documents used for Construction. These

materials shall be available at any time upon request by the District, Architect and Project Inspector.

2. Project Record Documents shall not to be used for construction purposes.
3. Maintain Project Record Documents in good order, and in a clean, dry, legible condition.

E. Contractor shall dedicate one complete full size set of the Contract Drawings and one complete Project Manual for use in recording as-built conditions.

F. The Contractor shall update the Record Drawings and Annotated Specifications as often as necessary to keep them current, but no less often than weekly.

G. The Record Drawings and Annotated Specifications shall be kept at the Site and available for review and inspection by the District and the Architect.

1.4 PROJECT RECORD DRAWINGS

A. Mark-up Procedure: During the construction period, maintain a complete, current set of Contract Drawings and Shop Drawings uploaded and updated within the BLUEBEAM program for Project Record Documents purposes. Label each document "AS-BUILT RECORD". Keep all record documents current.

B. On completion of the Work and prior to Application for Final Payment, the Contractor will provide one complete set of AS-BUILT RECORD Drawings in AutoCAD (drawing) file format and one complete set in Adobe PDF file format.

C. A reference by number to a Change Order, CCD, RFI, RFQ, RFP, Field Order or other such document is not acceptable as sufficient record information on any record document. Do not conceal any Work until required record information has been recorded.

1. Contractor shall mark AS-BUILT Record Drawings to indicate the actual installation where the installation varies appreciably from the installation shown originally. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later. Items required to be marked include, but are not limited to:
   a. Dimensional changes to the Contract Drawings (horizontal and/or vertical)
   b. Revisions or any modification to details shown on the Contract Drawings
   c. Depths of various elements of foundations in relation to main floor level or survey datum.
   d. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvements.
   e. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
   f. Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations and similar items
   g. Final, actual numbering of each electrical circuit
   h. Revisions to routing of piping and conduits
   i. Revisions to electrical circuitry, including legends at electrical panels
   j. Actual equipment locations
   k. Duct size and routing

l. Changes made by Change Order, CCD, ASI, or any other directive

m. Details not on original Contract Drawings

2. Contractor shall mark completely and accurately AS-BUILT Record Drawing prints of Contract Drawings or Shop Drawings, whichever is the most capable of showing actual physical conditions. Where Shop Drawings are marked, show cross-reference on Contract Drawings location.

3. Contractor shall mark AS-BUILT Record Drawing sets within BLUEBEAM with red markings; use other colors to distinguish between changes for different categories of the Work at the same location.

4. Contractor shall mark important additional information that was either shown schematically or omitted from original Drawings.

5. Contractor shall note Contractor Change Directive numbers; Bid Alternate numbers, if any, Change Order numbers, and similar identification.

6. Contractor shall be responsible for Mark-up: Where feasible, the individual or entity who obtained Project Record Drawing data, whether the individual or entity is the installer, Subcontractor or similar entity, is required to prepare the mark-up on AS-BUILT Record Drawings.

   a. Accurately record information in an understandable and legible drawing technique.

   b. Record data as soon as possible after it has been obtained. In the case of concealed installations, record and check the mark-up prior to concealment.

   c. The District, Architect, and Project Inspector will review all record documents each month prior to approval of Contractor's Application for Payment.

D. Contractor shall prepare Record Drawings: Immediately prior to inspection for Certification of Substantial Completion of the Work, review completed marked-up AS-BUILT Record Drawings with District, Project Inspector and Architect to ensure accuracy of information. Once accuracy of information is confirmed, prepare and submit a full electronic set, professionally drafted in AutoCAD format, of as-built Contract Drawings and Shop Drawings.

1. Incorporate changes and additional information previously marked on print sets. Delete, redraw, and/or add details and notations where applicable. Identify and date each Drawing; include the printed designation "AS-BUILT RECORD DRAWING" and the date prepared in a prominent location on each Drawing.

2. Distribution: Whether or not changes and additional information were recorded, organize the original marked-up set of drawings that were maintained during the construction period within BLUEBEAM into manageable sets. The sets should be labeled with all appropriate identification, including titles, dates and other information on cover sheets and submit to District.

E. In addition to requirements of this Section, comply with supplemental requirements of other specification sections.

1. Section 01 33 00, Submittal Procedures, requires the preparation of large scale, detailed layout drawings of the Work in Divisions 2 through 33. These layout drawings are not Shop Drawings as defined by Section 01 33 00, but together with Shop Drawings or layout drawings of all other affected Sections are used to check, coordinate and integrate the work of the various Sections.

2. Contractor shall include required layout drawings as part of the Project Record Documents.

1.5 PROJECT RECORD SPECIFICATION

A. Contractor shall, during the construction period, maintain one copy of the Project Specifications, including all addenda and all other modifications issued for Project Record Documents purposes.

B. Contractor shall mark the Project Record specifications to indicate the actual installation where the installation varies substantially from that indicated in Specifications and/or modifications issued. Note related Project Record Drawing information, where applicable. Give particular attention to substitutions, selection of product options, Change Order and Construction Change Directive Work, and information on concealed installation that would be difficult to identify, measure, and record later.

1. In each Specification Section where products, materials or units of equipment are specified or scheduled, mark the Record copy with the proprietary name and model number of the product furnished.
2. Where 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.
3. Record the name of the manufacturer, catalog number, supplier and installer and other information necessary to provide an accurate record of selections made, and coordinate documentation with Project Record Data submittals and maintenance manuals.
4. Note any related Project Record Product Data that was submitted in maintenance manuals instead of Product Data submittals.
5. Upon completion of mark-up, submit Project Record Specifications to District for District's records.

1.6 ADDITIONAL REQUIREMENTS FOR FINAL PROJECT AS-BUILT RECORD DOCUMENTS

A. Using a distinct Auto CAD layer, clearly indicate at each affected plan, detail, schedule, or other drawing as necessary, a full description of changes made during construction along with the actual location of specified items.

B. "Cloud" all changes made using a distinct AutoCAD layer.

C. Submit duplicate electronic files of all drawings in both Auto CAD and Adobe PDF Format.

1.7 PROJECT RECORD PRODUCT DATA

A. Contractor shall, during the construction period, maintain one copy of each Project Record Product Data submittal for "Project Record Document" purposes.

1. Mark Project Record Product Data to indicate the actual product installation where the installation varies substantially from that indicated in Project Record Product Data submitted. Include any significant changes in the product as delivered and/or installed including any departures from the manufacturer's instructions and/or recommendations for installation.
2. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
3. Note related Change Orders and mark-up of Project Record Drawings, where applicable.
4. Upon completion of mark-up, submit a complete set of Project Record Product Data to District for District's records.

5. Where Project Record Product Data is required as part of maintenance manuals, submit marked-up Project Record Product Data as an insert in the manual, instead of submittal as Project Record Product Data.
6. Contractor is responsible for mark-up and submittal of Project Record Product Data for its own Work.

B. Material, Equipment and Finish Data:

1. General: Provide one (1) preliminary review copy and two (2) final copies each of a "Materials, Equipment and Finishes Manual" listing all finish materials, equipment (not provided under Divisions 15 and 16), and finishes installed in the Work.
2. Submit the preliminary manuals to the Architect a minimum of two (2) weeks prior to Substantial Completion. The preliminary copies must comply with all of the requirements, except the hardboard covers.
3. Obtain approval of preliminary copies prior to producing final copies.
4. Deliver final manuals to the Architect prior to final acceptance and final payment. Architect will deliver manuals to the District.
5. Format of Manual: Provide bound manuals with printed covers and spines. Title "Materials, Equipment and Finishes Manual". Organize data sequentially by Specification Section number on type written 8-1/2 by 11 inch pages. Provide each copy with a typewritten index and tabbed dividers between each separate Section. Mark each tab to indicate contents.
6. Contents of Manual: Manuals shall contain all information needed to identify, maintain, and replace/duplicate any finish materials, equipment, and finishes installed in the Work for this Project. Where materials and product information has been described and likewise indicated in the "Operation and Maintenance Manuals", cross referencing to where they can be found may be done in lieu of duplication of the information. The information provided shall include, but not be limited to, the following:
   a. Manufacturer's names and model numbers or product name; supplier's and subcontractor's name, address and phone and fax numbers; and all other pertinent information that might be required for replacement ordering or duplication at a later date.
   b. For custom-fabricated products that do not have model numbers or names, reference Project shop drawing submittal number and indicate "Fabricated per shop drawing submittal Number _____”.
   c. Proportions of mixes.
   d. Color formula list for each paint color used.
   e. For power operated equipment, include complete and legible wiring diagrams together with cuts of repair parts and part numbers listed and instructions relative to care, adjustment and operation of the equipment.
   f. For moisture protection and weather exposed products, include complete manufacturer's data with instructions on inspection, maintenance and repair.
   g. Where applicable, provide information on care and maintenance, including manufacturer's recommendations for types of cleaning agents to be used and methods of cleaning. Provide information regarding cleaning agents and methods that could prove detrimental to the product.

C. Contractor shall arrange Project Record Product Data by Specification Section number, and provide names, addresses, fax numbers, emails addresses, and telephone number of Subcontractors and suppliers. Information to be provided includes:

1. Trade Names
2. Model or type numbers
3. Assembly diagrams
4. Operating instructions
5. Cleaning instructions
6. Maintenance instructions
7. Recommended spare parts
8. Product data

1.8 MISCELLANEOUS PROJECT RECORD SUBMITTALS

A. Refer to other Specification Sections for miscellaneous record keeping requirements and submittals. Immediately prior to Substantial Completion of the Work, complete all miscellaneous records and place in good order, properly identified, and readied for use and reference. Submit to the District for District's records, in Adobe PDF format. Categories of miscellaneous records include, but are not limited to, the following:

1. Field records on excavations and foundations
2. Field records on underground construction and similar work
3. Survey showing locations and elevations of underground lines
4. Invert elevations of drainage piping
5. Surveys establishing building lines and levels
6. Authorized measurements utilizing unit prices or allowances
7. Records of plant treatment
8. Ambient and substrate condition tests
9. Certifications received in lieu of labels on bulk products
10. Batch mixing and bulk delivery records
11. Testing and qualification of tradespersons
12. Documented qualification of installation firms
13. Load and performance testing
14. Inspections and certifications by governing authorities
15. Leakage and water-penetration tests
16. Fire resistance and flame spread test results
17. Final inspection and correction procedures
18. Final As-Built Construction Schedule
19. Project Record Drawing Mark-ups
20. Other

1.9 INSTALLATION, OPERATION, AND MAINTENANCE MANUALS

A. Submit Installation, Operation, and Maintenance Manuals in accordance with this Section, Section 01 33 00, Submittal Procedures and Section 01 78 23, Operation and Maintenance Data.

1.10 ELECTRONIC MEDIA FORMAT

A. Electronic Media Formats: Electronic media formats shall be Adobe PDF and AutoCAD.

1. Adobe PDF files shall have chapter markers and/or bookmarks inserted in place of the equivalent hard copy section tabs. Adobe PDF copy shall include all Project Record Drawings, updated Specification Manuals, tables, charts, drawings, codes and all other matters reflected in hard copies. Adobe PDF files shall be delivered on unique Flash Drives containing Adobe PDF files of each completed project AS-BUILT Record Drawing and the complete Specifications Manual with all changes made during the Project.
2. In addition to the Adobe PDF file copies, professionally drafted AutoCAD project AS-BUILT Record Drawing DWG files shall be delivered showing both design and as-built information. AutoCAD layouts shall be provided allowing for the reproduction of a complete set of plans as needed.

1.11 DISTRICT'S RECOURSE

A. If Contractor is not able to provide Project Record Documents in specified formats, District has the right to complete the Work using other resources. Contractor agrees that any and all costs associated with District completion of this Work shall be deducted from the Contract Price by Change Order.

PART 2 - PRODUCTS Not Used.

PART 3 - EXECUTION

3.1 RECORDING

A. Post changes and modifications to the Contract Documents as they occur. Do not wait until the end of the Project. District may periodically review Project Record Documents to assure compliance with this requirement.

3.2 SUBMITTALS

A. At completion of Project, deliver all Project Record Documents to District, per Section 01 33 00 (Submittal Procedures.)

B. Accompany submittal with transmittal letter containing:

1. Date
2. Project title and number
3. Contractor's name and address
4. Number and title of each Project Record Document
5. Certification that each document as submitted is complete and accurate and signature of Contractor or Contractor's authorized representative.

END OF SECTION 01 78 39

SECTION 01 79 00

DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

B. Section 01 77 00 – "Closeout Procedure"

C. Division 2 through 33 Sections for Demonstration and Training requirements for the work in those Sections

1.3 SUMMARY

A. This Section includes administrative and procedural requirements for instructing District's personnel, including the following:

1. Demonstration of operation of systems, subsystems, and equipment
2. Training in operation and maintenance of systems, subsystems, and equipment
3. Demonstration and training videos

1.4 SUBMITTALS

A. Instruction Program: Contractor shall submit 5 copies of the instructional program outline for all required demonstration and training to District for approval. Outlines shall include:

1. Schedule of proposed meeting dates and times
2. Description of topics to be covered and learning objectives
3. Length of instruction time
4. Instructor's names and qualification information for each training module

B. At completion of training, provide two complete training manuals for the District's use.

1. Training Manual shall comply with Section 01 78 39 (Project Record Documents.)

C. Attendance Record: For each training module, provide list of participants and length of instruction time.

D. Demonstration and Training (Flash Drive) Videos: Submit 2 digital copies to District within 5 days of completion of each training module.

1. Identification: On each Flash Drive copy Contractor shall, provide an applied label with the following information:

a. Project Name

b. Project Number

c. Contract Number

d. Name of Contractor with address, and telephone number

e. Date video was recorded

f. Topic(s) covered

1.5 QUALITY ASSURANCE

A. Instructor Qualifications: A factory-authorized service representative or District approved equivalent, complying with requirements in Section 01 45 00 (Quality Control) and experienced in operation and maintenance procedures and training for Project specific systems and equipment.

B. Contractor shall coordinate instruction schedule and verify availability of educational materials, instructor's personnel, audiovisual equipment, and facilities needed to avoid delays.

C. For instruction that must occur outdoors, review weather forecast and provide alternatives if conditions are unfavorable.

1.6 COORDINATION

A. Contractor shall coordinate instruction schedule with the District Project. Adjust schedule as required to ensure proper attendance and to minimize disrupting Campus operations.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

C. Provide written notice (15) working days in advance to District with a copy to the Architect prior to any scheduling instruction sessions. District shall furnish Contractor with names and positions of intended participants.

D. Contractor shall provide and coordinate schedule of all required training with Project Phases. Coordinate with the District

PART 2 - PRODUCT

2.1 INSTRUCTION PROGRAM

A. Program Structure: Contractor shall develop and provide instruction program that includes group training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:

1. Motorized doors including, but not limited to, the following:

   a. Overhead coiling doors

   b. Overhead coiling grilles

   c. Automatic entrance doors

2. Equipment including, but not limited to, the following:

   a. Projection screens

   b. Loading dock equipment

c. Waste compactors
d. All Food-service equipment and appliances, including coolers and refrigerators
e. Exhaust hoods and controls

3. Fire-protection systems including, but not limited to, the following:
   a. Fire alarm
   b. Fire pumps
   c. Fire-extinguishing systems
   d. Fire sprinkler system
4. Intrusion detection systems
5. Conveying systems including, but not limited to, the following:
   a. Elevators
   b. Wheelchair lifts
6. Heat generation including, but not limited to, the following:
   a. Boilers
   b. Pumps
   c. Steam distribution piping
   d. Water distribution piping
7. Refrigeration systems including, but not limited to, the following:
   a. Chillers
   b. Cooling towers
   c. Condensers
   d. Pumps
   e. Distribution piping
8. HVAC systems including, but not limited to, the following:
   a. Air-handling equipment
   b. Air distribution systems
   c. Terminal equipment and devices
      i) Chilled beams
      ii) Radiant floor systems
9. HVAC instrumentation and controls, including BAS.
10. Electrical service and distribution including, but not limited to, the following:
    a. Transformers
    b. Switchboards
    c. Panelboards
    d. Uninterruptible power supplies
    e. Motor controls
11. Lighting Fixture equipment and controls

12. Communication systems including, but not limited to the following:
    a. Intercommunication
    b. Surveillance
    c. Voice and data equipment
    d. Other as required elsewhere in the Contract Documents

B. Training Modules: Contractor shall develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:
1. Review basis of system design
2. Operational requirements and criteria, including:
    a. System, subsystem, and equipment descriptions
    b. Operating standards
    c. Regulatory requirements
    d. Operating characteristics
    e. Limiting conditions
    f. Performance curves
3. Detailed review of documentation, including:
    a. Emergency manuals and procedures
    b. Operations manuals and procedures
    c. Maintenance manuals and procedures
    d. Identification systems
    e. Warranties and Guarantees
    f. Maintenance service agreements and similar continuing commitments
    g. Normal shutdown instructions
    h. Required sequences for electric or electronic systems
    i. Special operating instructions and procedures
    j. Troubleshooting and diagnostics
    k. Test and inspection procedures

PART 3 - EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.

B. Set up as required at instructional location.

3.2 DEMONSTRATION AND TRAINING VIDEOTAPES

A. Record each demonstration and training session separately using digital video. Include classroom instructions, demonstrations, board diagrams, and other visual aids.

B. Video Format: Provide high-quality color digital video.

C. Fix camera before starting recording, unless otherwise necessary to show area of demonstration and training. Display continuous running time.

D. Describe scenes on video using audio narration while video is recorded.

END OF SECTION 01 79 00

SECTION 01 81 15
CALGREEN ENVIRONMENTAL REQUIREMENTS

PART 1 – GENERAL

1.1 SUMMARY

A. Section includes: Comply with CALGreen environmental requirements related to energy efficiency, water efficiency and conservation, material conservation and resource efficiency, and environmental quality.
   1. Nonresidential Projects: Comply with specific CALGreen requirements for nonresidential projects.
B. Related Requirements:
   1. Section 01 81 13 "Sustainable Design Requirements" for coordination of sustainability goals affected by CALGreen environmental requirements.

1.2 ENVIRONMENTAL REQUIREMENTS

A. Mandatory Measures: Comply with CALGreen Mandatory Measures applicable to Project.
   1. Design team and construction team are each required to participate to maximum degree possible to achieve CALGreen environmental requirements.
   2. Contract Documents are not intended to limit alternative means of achieving environmental requirements.
      a. Suggestions from Contractor, subcontractors, suppliers, and manufacturers for achieving environmental requirements are encouraged; team approach is also encouraged.
   3. Voluntary Tiers: Contractor is encouraged to achieve enhanced Voluntary Tier levels by incorporating additional measures as defined in CALGreen Appendixes.
      a. Contractor is required to achieve Mandatory Measures and to achieve as much as possible without unacceptable cost impact or schedule impact on Project.
B. Requirements: Contractor is required to review CALGreen requirements relative to Nonresidential Projects.
   1. Energy Efficiency: Comply with California Energy Commission requirements.
   2. Water Efficiency and Conservation: Comply with requirements for both indoor and outdoor water use.
C. Material Conservation and Resource Efficiency:
   1. Nonresidential Projects: Provide weather-resistant exterior wall and foundation envelope including prevention of landscape irrigation spray on structures (if any), and prevent water intrusion at exterior entries.
   2. Construction Waste: Provide construction waste management plan as defined by *CAL*Green with at least 50% of construction waste diverted from landfill by recycling or salvage for reuse.
   3. Nonresidential Project Building Maintenance and Operation: Provide for commissioning requirements as required by *CAL*Green including but not limited to testing, documentation and training, testing and adjusting.
D. Nonresidential Projects Environmental Quality:
   1. Mechanical Equipment Pollution Control: Cover duct and related air distribution component openings to prevent dust and debris accumulation.
   2. Finish Material Pollution Control: Comply with *CAL*Green requirements for volatile organic compound (VOC) emissions including but not necessarily limited to following (as applicable):
      a. Adhesives, sealants and caulks.
      b. Paints and coatings.
      c. Carpet systems including carpet, carpet cushions, and adhesives.

    d. Resilient flooring systems.
    e. Composite wood products formaldehyde limitations
3. Filters: Comply with requirements for mechanically ventilated buildings to have air filtration media for outside and return air prior to occupancy.
4. Environmental Tobacco Smoke (ETS) Control: Comply with *CAL*Green requirements for ETS.
5. Interior Moisture Control: Comply with California Building Code requirements and *CAL*Green requirements for vapor retarder at concrete slab foundations and capillary break (aggregate base).
6. Building Material Moisture Content: Do not use water damage building materials, remove and place wet and high moisture content insulation, and do not enclose wall or floor framing when moisture content exceeds 19%.
7. Indoor Air Quality: Comply with *CAL*Green requirements for outside air delivery and carbon dioxide monitoring.
8. Environmental Comfort: Comply with *CAL*Green requirements for whole acoustical control and interior sound control.
9. Outdoor Air Quality: Comply with *CAL*Green requirements for reduction of greenhouse gases and ozone depletion.

E. Planning and Design: Construction team shall coordinate with Design Team regarding Project Planning and Design methods related to *CAL*Green requirements related to Project design and shall comply with requirements related to construction.

1.3 QUALITY ASSURANCE

A. Project Management and Coordination: Contractor to identify one person on Contractor's staff to be responsible for *CAL*Green issues compliance and coordination.
   1. Experience: Environmental project manager to have experience relating to CALGreen building construction.
   2. Responsibilities: Carefully review Contract Documents for CALGreen issues, coordinate work of trades, subcontractors, and suppliers; instruct workers relating to environmental issues; and oversee Project Environmental Goals.
   3. Meetings: Discuss CALGreen Goals at the following meetings.
      a. Pre-construction meetings
      b. Pre-installation meetings
      c. Regularly scheduled job-site meetings
      d. *CAL*Green Issues Criteria: Comply with requirements listed in *CAL*Green and various Specification sections.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General Issues: Do not use materials with moisture stains or with signs of mold or mildew.
   1. Moisture Stains: Materials that have evidence of moisture damage, including stains, are not acceptable, including both stored and installed materials; immediately remove from site.
   2. Mold and Mildew: Materials that have evidence of growth of molds or of mildew are not acceptable, including both stored and installed materials; immediately remove from site.

PART 3 - EXECUTION

3.1 PROTECTION

A. Environmental Issues: Protect interior materials from water damage; where interior products not intended for wet applications are exposed to moisture, immediately remove from site.
   1. Protect installed products using methods that do not support growth of molds and mildews. Immediately remove from site materials with mold and materials with mildew.

END OF SECTION

Attachments:
1. DSA Form GL-4 - Project Submittal Guideline (11 pages)

SECTION 01 92 20

GUIDELINES FOR FACILITY OPERATIONS DURING A PROTEST

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS

A. Section 01 11 00 – "Summary of Work"

1.3 SUMMARY

A. Project Security

1. Project security is the responsibility of the Contractor. However, there may be occasions where campus events elicit a protest response from campus and community constituencies. If protests occur at the Site, the District will attempt to insure a safe work environment for construction activities. If the safety of the Site cannot be assured by the District (both for the construction personnel and for the equipment and materials), the Contractor will be directed to vacate the Site and asked not to return until the Site can be secured.

1.4 PROCEDURES DURING A PROTEST

A. Known Protests (Most Common):

1. In most cases, protests will be anticipated. Information is provided in advance to the Campus Police Department (CPD), or the assemblage can be seen from the Site.
2. Under these conditions, CPD will dispatch officers to the Site. CPD will notify the District Representative who will contact the Project Inspector. Once on Site, the supervising CPD officer will introduce himself to the Contractor's Superintendent, the Project Inspector and a review of the situation will be made.
3. The supervising CPD officer will determine if the Contractor should cease work in certain areas, relocate his work forces, or vacate the premises.
4. The Project Inspector, and Contractor will document the action in their daily report(s), and consideration shall be given to the Contractor for an extension of contract time only. Any extension of Contract Time will be by an executed Change Order and shall be reviewed and approved by District.

B. Unknown Event:

1. In the event that protest activities occur without prior notification and consultation with CPD, the Contractor is to cease all work activities that may directly or indirectly cause harm to a worker or protestor.
2. The Contractor should leave the affected area, and if possible, remove tools, equipment and construction materials. The Contractor's Superintendent will notify the Project Inspector of

the event.

3. The Project Inspector will record this activity in their daily report) and consideration may be given by District to the Contractor for an extension of Contract Time.

C. If the Contractor is prevented from vacating the affected area by protestors, CPD will attempt to provide safe egress for the Contractor.

D. Under no circumstances is the Contractor to confront protestors, incite activity, or physically impede their intended activity.

E. The Contractor shall be aware of the work area and cognizant of any unusual visitors to the Site.

F. Jurisdiction is as follows:
<u>On-Campus Events:</u>

Woodland Community College Campus Police Department
Phone: 530-661-5722 or 530-681-8782

<u>Off-Campus Events:</u>
City of Woodland Police Department (Non-Emergency)
Phone: 5350-661-7800

<u>Emergency:</u>

911

END OF SECTION 01 92 20

Exhibit A
OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

1.1 INTRODUCTION

The District, hereinafter called the "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 OCIP will be primary to other valid and collectable insurance for the owner and enrolled parties in the program. 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.

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 assure 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: An Eligible Contractor/Subcontractor is considered Enrolled once required documents are received, reviewed and processed by the OCIP Program Administrator 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 all vendors' suppliers, businesses, 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.

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 (but is not limited to): consultants; suppliers; abatement and/or removal of hazardous materials; vendors; materials dealers; surveyors; consultants; guard services; non-construction janitorial services; and truckers, including trucking to the Project

where delivery is the only scope of work performed; contractors subbing out installation who are not performing labor on the project site; 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 **Any questions regarding a Contractor's status as "Eligible" or "Ineligible" should be referred by written request to Owner and approved by the Program Administrator**

EACH CONTRACTOR/SUBCONTRACTOR MUST INCLUDE THIS DOCUMENT WITH THEIR BID SPECIFICATIONS TO ANY AND ALL 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 parties' commencement of their portion of the Work and prior to their entry onto the Project. Subcontractors 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 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 Section 1.7 & 1.8. Each ineligible contractor must register with the OCIP online portal called Keenan Wrap. All required certificates and endorsements must be supplied via Keenan Wrap.

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:

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 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. **Shall have an average Workers' Compensation Experience Modification Rate (EMR) of 1.25 or less over the last five (5) years OR the current published year.**

a. ***We encourage the bidder to choose subcontractors who meet these requirements however this will not exclude eligible subcontractors from enrolling in the OCIP.***

2. **Have Zero (0) Serious and Willful violations (Labor Code Section 6300) against them in the past five (5) years**

3. **Provide 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 the change order 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. IN THE EVENT OF ANY CLAIM OR QUESTION REGARDING COVERAGE PROVIDED BY THE OCIP, THE ORIGINAL POLICIES WILL PREVAIL AS THE SOLE BINDING AGREEMENT. OCIP POLICIES AND 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, 2019, 100% of the limits are available with a minimum of $640 Million in construction values to be insured.

A. **Workers' Compensation and Employer's Liability Insurance, will be provided in accordance with applicable state laws, to all Enrolled Contractors/Subcontractors, each as 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	Intentional or Aggravated Bodily Injury
Bodily Injury To Any Member of Flying Crew	Obligations Imposed By Disability Benefits or Any Similar Law
Bodily Injury To Person Subject To Federal Workers' Compensation	Obligations Imposed By Occupational Disease Laws
Bodily Injury To Person Subject To Occupational Disease Laws	Obligations Imposed By Unemployment Compensation Laws
Contractual Liability	Obligations Imposed By Workers' Compensation Laws
Employees Knowingly Employed Illegally	State or Federal Law Violation Fines, Penalties
Employment Related Practices	

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, 2021. The policy term is three years, with one automatic two-year renewal. The policy is intended to remain in effect for duration of the contractor's contractual work. Warranty work and post contract repair work is excluded. Each Contractor/Subcontractor is insured under the policy for the length of its work at the Project.

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 insured, with the total limits of liability reflecting the following:

- $125,000,000 Bodily Injury and Property Damage Liability
- $195,000,000 General Aggregate
- $125,000,000 Products and Completed Operations
- 10 Years Completed Operations

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:
      ii. All EIFS type of work will be monitored and video recorded to ensure product warranty remains intact and not invalidated through erroneous installation.
      iii. Details of who is providing the EIFS warranty will be provided on a per project basis
      iv. EIFS value is to be declared per project
      v. EIFS purpose and use is to be declared per project

3. Exclusions: The known exclusions for this coverage are set forth below:

Aircraft, Auto or Watercraft	Nuclear
Asbestos	Personal and Advertising Bodily Injury
Certain Exclusions to Medical Payments Coverage	Pollution
Certain Exclusions to Personal and Advertising Injury Liability	Prior Continuous, or Progressively Deteriorating Injury or Damage
Certified Acts of Terrorism	Professional Liability
Contractual Liability (Limited Coverage Provided)	Recall of Products, Work Or Impaired Property
Employers Liability	Silica or Silica Mixed Dust
Employment Related Practices	Subsidence*
Expected or Intended Injury	Violation of Statutes Governing Collecting, Transmitting Information
Exterior Insulation and Finish Systems (EIFS) "Subject to Installation Requirements"	Violation of Statutes Governing Email, Fax, Phone Calls
Fungi Or Bacteria	War
Lead	Workers Compensation and Similar Laws
Mobile Equipment	

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.

4. **Policy Term**:
   a. The master policy effective date is October 1, 2021. The policy is intended to remain in effect for the length of the Project or through October 1, 2026 at 12:01am, whichever comes first.
   b. Ten years Products and Completed Operations coverage.

C. Contractor's Pollution Liability is written on an "Occurrence" form 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:

- $15,000,000 Per Occurrence / $25,000,000 Policy Aggregate
- Defense cost are outside of limits up to $1M.

1. $10,000 Deductible per Occurrence
2. 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 will apply to each occurrence and must be satisfied prior to payment of the loss. The deductible amount shall not be reimbursed by the OCIP Insurance Program or the District.
3. Exclusions: The known exclusions for this coverage are set forth below:

Auto, Aircraft, Vessel Or Rolling Stock	Nuclear
Claims Between Certain Insureds	Other Entities
Contractual Liability	Pre-Existing Conditions
Damage To Property	Products
Fines, Penalties, and Treble Damages	War
Employment Related Practices	Workers Compensation and Similar Laws
Owned Hazardous Materials Facility	

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.

4. Policy Term: The master policy effective date is October 1, 2019. The policy is intended to remain in effect for the length of the Project or through October 1, 2026 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 insured. The deductible schedule is as follows:

Deductibles

- $10,000 - $50,000 deductible (depending on type of structure) for Wood Frame, Masonry Non-Combustible or Joisted Masonry, and Fire Resistive / Non-Combustible.
- $100,000 deductible for Water Damage to All Construction Types

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
Certified Acts of Terrorism (Optional Coverage)
Cessation of Work
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 rain water added to 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
Vehicles or Equipment Licensed For Highway Use
War and Military Action
Standing Timber, Growing Crops, Animals

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 only projects are subject to Protective Safeguards as shown in** A
4. EXHIBIT 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 contemplated 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 Keenan Wrap, through its proprietary software referred to herein as "Wrap Portal"; a User Name, Password and URL for website enrollment will be provided to each Subcontractor upon entry of Subcontractor identifying information into Wrap Portal by Contractor or Parent Subcontractor regardless of enrollment eligibility.

An Eligible subcontractor is not enrolled until the Program Administrator and OCIP insurers receive and approve a completed OCIP Enrollment via Wrap Portal, 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 Wrap Portal.

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 Subcontractors 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. 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 Wrap Portal 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 by you or your subcontractor to the Program Administrator, the Contractor, Construction Manager and/or Owner may withhold payment 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).

   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).

2. **Contractor's Completion Notice**
   Contractor's Completion Notice must be submitted to the Program Administrator via Wrap Portal upon completion of work at the Project, which includes punch list items, but not warranty work. Subcontractor shall cooperate with Contractor in completing the *Contractor's Completion Notice*. This form evidences all enrolled Subcontractors' actual start and completion dates, per each contract. This information is used to confirm that each Workers' Compensation Policy was issued with correct policy term dates, covering the Subcontractors for the duration of their work at the Project. This information is subsequently submitted to the Workers' Compensation Insurance Rating Bureau (WCIRB).

3. **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. **Failure to comply will be considered non-performance under the contract.**

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 Are as Follows:** 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:

Auto Liability Insurance Limits required:

All Contractors/Subcontractors*

General/Prime Contractor	Subcontractor	
$2,000,000	$1,000,000	Bodily Injury and Property Damage

***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
$2,000,000	$1,000,000	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 Aggregate

Ineligible Contractors / Subcontractors (Excluded)

General/Prime Contractor	Subcontractor	
$2,000,000	$1,000,000	Bodily Injury and Property Damage
$2,000,000	$1,000,000	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 Aggregate

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

F. **Aircraft or Watercraft Liability Insurance:** If any Contractor/Subcontractor requires the use of Aircraft or Watercraft at the Project Site, 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". 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

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:

Yuba 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.

   Yuba 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 to the extent of 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 to the extent of any loss or damage, which is insured under the OCIP.
3. The Contractors/Subcontractors are obligated to indemnify the Owner 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 it's appointed representatives, as may be required.

1.14 DUTIES IN THE EVENT OF A LOSS

Contractors/Subcontractors are required to report all losses, which include 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 Work and that the insurers are called upon to adjust.

In the event of an accident, it shall be the responsibility of the employing 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.

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. Scaffold work
    f. Work performed from ladders
2. 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.
3. A safety monitor as means of fall protection is prohibited.

4. Ladder jacks and lean-to scaffolds are prohibited.
5. 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.
6. 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
7. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.
8. 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.
9. The minimum parapet height allowed for fall protection is 42 inches or greater.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.

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, as well as 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, window sills 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 District, 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.
3. The contractor shall provide an erection plan and procedure for erection of trusses and beams over 25 feet long. The erection plan and procedure shall be prepared by a civil engineer currently registered in California. This plan and procedure shall be followed and kept available on the job site.

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's Adjuster 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:

The District and SEWUP OCIP program place a very high value on project safety. Each may have their own safety requirements that are very similar in nature. However, in the event the requirements are in conflict or one is silent on a particular matter, then the requirement affording the greatest of amount protection will control. For example, if the District's Safety Program Requirements do not mandate 6' Fall Protection, then Section "6.5 Mandatory 6' Fall Protection" contained in the SEWUP Project Insurance Manual will control.

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.

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 the 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 which the creditor did not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

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 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, unwaivable conflict of interest mandating 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 Work and to complete the 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.

OCIP EXHIBIT B (state where document to be found)

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:

2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501
Phone: 800.654.8102
SEWUP Department
Fax: 310.787.8838
License # 0451271

Phase 9 – 08/2021

SEWUP EDUCATION CONSTRUCTION INSURANCE

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Preface

About 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
- 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, who is the "Owner". The OCIP is an insurance program that insures eligible and enrolled subcontractors, for Work performed at the Job Site.

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 bidder, the Contractor and its subcontractors, are 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 Contract between the District, Construction Manager, and Contractor (Enrolled Parties), OCIP Policies or Owner's Contract will govern.

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.

1.1 Participation & Contractor Compliance

Participation in the OCIP is mandatory but not automatic. Enrollment eligibility will be determined upon completion of and 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 Wrap Portal (www.keenanwrap.com) and adhere to all program requirements, as specified in Section 5.0.

The program Administrator will provide access to an online enrollment via Keenan Wrap, through its proprietary software referred to herein as Wrap Portal; a User Name, Password and URL for website enrollment will be provided to each subcontractor upon entry of Subcontractor identifying information into Wrap Portal by Contractor or Parent Subcontractor.

Enrollment (Definition): An Eligible Subcontractor is considered Enrolled once all required documents are received, reviewed and processed by the OCIP Program Administrator and Insurer.

1.2 Subcontractor Eligibility

A. Eligible

Includes all 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 (but is not limited to) consultants, suppliers, abatement and/or removal of hazardous materials, vendors, 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. **Ineligible/excluded parties are required to ensure that any eligible subcontractors, who are hired for installation or to provide on-site labor, comply with the OCIP Enrollment and are provided with a copy of this OCIP Project Manual**. 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).

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:

- Ways and means adjoining the endorsed project site.
- 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
Fax: 310.787.8838

Questions Regarding OCIP
Refer questions concerning the OCIP and its administration or coverage's 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	Lloyds of London
Excess Liability	Lloyds of London
	Associated Industries Insurance Company
	Endurance American Specialty Insurance Company
	Liberty Surplus Insurance Corp

	Great American Assurance Co
	Texas Insurance Co
	Westchester Surplus Lines
	Crum & Forester Specialty Insurance
	Great Lakes Insurance SE
Builder's Risk	Ace American Insurance Company
Contractor's Pollution Liability	Berkeley Assurance Insurance 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 Enrolled Party via Wrap Portal. 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 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, 2021. The policy term is three years, with automatic one-year renewals until the Project is completed. The policy is intended to remain in effect for duration of the contractor's contractual work. Warranty work and post contract repair work is excluded. The policy is intended to remain in effect for the length of 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 Insured 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 Annual Aggregate – per Policy
$125,000,000	Products and Completed Operations Aggregate

- Ten (10) year Products and Completed Operations Extension after Notice of Completion is filed by the Owner, or date Occupancy is taken with a single non-reinstated aggregate limit.

Policy Forms: "Occurrence" Form

Contractor Deductible: None

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 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, 2021. The policy is intended to remain in effect for the length of the Project or through October 1, 2026 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 insured's. 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 at 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 form, policy limit, 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

- $10,000 - $50,000 deductible (depending on type of structure) for Wood Frame, Masonry Non-Combustible or Joisted Masonry, and Fire Resistive / Non-Combustible.
- $100,000 deductible for Water Damage to All Construction Classifications.

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 on an "Occurrence" form 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 Occurrence /$25,000,000 Policy Aggregate
Defense costs included within limits

Deductible: $10,000 Per Occurrence

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, 2019. The policy is intended to remain in effect for the length of the Project or through October 1, 2025 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 Certificates of Insurance and an Additional Insured Endorsement acceptable to the Owner and Program Administrator. Copies should be provided to the Program Administrator via Wrap Portal, 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 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
$2,000,000	$1,000,000	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 Aggregate

- 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.
- 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.
- 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

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 Wrap Portal, 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 Wrap Portal
- Notifying the SEWUP Department of all awarded subcontracts via Wrap Portal
- Maintaining and reporting monthly payroll records (by all eligible subcontractors) via Wrap Portal
- 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 coverage's described in this manual.

Contractors/Subcontractors who are eligible for enrollment in the OCIP are required to **exclude the cost of insurance that is provided by the OCIP, from its bid price** for the proposed scope of work at the project site(s).

Change orders should be priced by the Contractor / Subcontractor to exclude any costs of insurance for coverage's that are provided by the OCIP. It is the responsibility of the contractor to ensure that their subcontractors of all tiers also exclude the cost of insurance

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 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 Wrap Portal 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 Wrap Portal 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 to 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 3 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

A. Contractor's Completion Notice

- Contractor's Completion Notice must be submitted to the Program Administrator via Wrap Portal, (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 employing 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 Keenan & Associates, hereinafter called "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 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.

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, window sills 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' 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. Scaffold work
   vi. Work performed from ladders

b. 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

c. A safety monitor as means of fall protection is prohibited.

d. Ladder jacks, lean-to, and prop-scaffolds are prohibited.

e. 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.

f. 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

g. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.

h. 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.

i. The minimum parapet height allowed for fall protection is 42 inches or greater.

j. 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.

k. 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.

l. 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.

m. 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.

n. 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.

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.

c. The contractor shall provide an erection plan and procedure for erection of trusses and beams over 25 feet long. The erection plan and procedure shall be prepared by a civil engineer currently registered in California. This plan and procedure shall be followed and kept available on the job site.

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's Adjuster 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:

The District and SEWUP OCIP program place a very high value on project safety. Each may have their own safety requirements that are very similar in nature. However, in the event the requirements are in conflict or one is silent on a particular matter, then the requirement affording the greatest of amount protection will control. For example, if the District's Safety Program Requirements do not mandate 6' Fall Protection, then Section "6.5 Mandatory 6' Fall Protection" contained in the SEWUP Project Insurance Manual will control.

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.

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 (Builders 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 perform, once the injury has actually been reported.

The Labor Code provides for possible penalties to be assessed if the following time lines 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.2011**. Have the following information ready when reporting claim
  - SEWUP **General Liability Policy Number**
  - SEWUP **Site Location Code**
- Program Administrator (SEWUP) – Email: SEWUP@keenan.com, Phone: (800) 654-8102 or Fax: (310) 787-8838. 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.2011**Ace USA Property Claims – Email: Propertyfirstnotices@acegroup.com, Phone: (800) 433-0385, or Fax: (302) 467-7855
- Program Administrator (SEWUP) – Email: SEWUP@keenan.com, Phone: (800) 654-8102 or Fax: (310) 787-8838

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.2011**. Arch Specialty Insurance - Telephonic Reporting - **1-877-265-5186**
- Program Administrator (SEWUP) – Email: SEWUP@keenan.com, Phone: (800) 654-8102 or Fax: (310) 787-8838

7.5 Automobile Claim Reporting

NO coverage is provided for automobile accidents 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 or Fax: (310) 787-8838

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
ıche, 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, Builders 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)

An Owner Controlled Insurance Program (OCIP) Through The Statewide Educational Wrap Up Program (SEWUP)

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 Wrap Portal.

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 Wrap Portal, 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

What insurance company writes the Personal Injury, Bodily Injury, and Property Damage Liability coverage? Lloyds of London.

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
Certain Exclusions To Medical Payments Coverage
Certain Exclusions To Personal and Advertising Injury Liability
Certified Acts of Terrorism
Contractual Liability (Limited Coverage Provided)
Employers Liability
Employment Related Practices
Expected or Intended Injury
Exterior Insulation and Finish Systems (EIFS) "Subject to Installation Requirements"
Fungi Or Bacteria
Lead
Mobile Equipment
Nuclear
Personal and Advertising Bodily Injury
Pollution
Prior Continuous, or Progressively Deteriorating Injury or Damage
Professional Liability

Recall of Products, Work Or Impaired Property
Silica or Silica Mixed Dust
Subsidence- Conditional Warranty- So long as Contractor 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

Builders Risk

Asbestos
Certain Offsite Property
Certain Release, Discharge, Escape, or Dispersal Of Contaminants
Certified Acts of Terrorism (Can be added)
Cessation of Work
Communicable Diseases
Contractor's Tools, Machinery, Plans, Equipment
Cost of Making Good
Damage To Existing Property (Can be added)
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; can be added)
Electrical, Magnetic, or Errors Related To Electronic Records
Financial Accounts, Instruments, Stamps, Deeds, Precious Material
Flood (Optional; can be added)
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 Insured's
Contractual Liability
Damage To Property
Disposal Sites
Employment Related Practices
Fines, Penalties, and Treble Damages
Hazardous Materials Facility
Intentional Acts
Nuclear
Other Entities
Pre-Existing Conditions
Products
Related Entities and Individuals
Transportation Of Pollutants
War
Workers Compensation and Similar Laws