Project Manual

FOR

Bid No. 10-11/27
PCCD Smart Classroom Security Implementation Project
(COA Proj 2328)

Located at:

All Four District Campuses:
Alameda College, 555 Ralph Appezzato Memorial Parkway, Alameda, CA
Berkeley City College, 2050 Center Street, Berkeley, CA
Laney College, 900 Fallon Street, Oakland, CA
Merritt College, 12500 Campus Drive, Oakland, CA

Peralta Community College District
Vice Chancellor Sadiq Ikharo
Johnnie Fudge, Facilities Project Manager

Catalyst Consulting Group:
Frank Layne
Project Manager
2789 Napa Valley Corporate Drive
Napa, CA 94558
Tel: 707.224.3020

Construction Manager:
Olivia Rocha
Olive Construction Management Inc.
2201 Broadway, Suite M10
Oakland, CA 94606
Tel: 510-868-0861

Bid Issued Date: March 3, 2011
The Peralta Community College District, Oakland, California, through the Office of Purchasing Department, is hereby requesting sealed bids for the above mentioned work.

The successful bidder (Contractor) will be required to furnish all labor, material, equipment, and supplies to complete the work. The Contractor must also pay all applicable taxes and provide required insurance, permits and bonding.

**General Bid Information**

<table>
<thead>
<tr>
<th>Bid Description</th>
<th>PCCD Smart Classroom Security Implementation Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Type</td>
<td>Public Works (Prevailing Wage and Project Labor Agreement)</td>
</tr>
<tr>
<td>Bid Number</td>
<td>10-11/27</td>
</tr>
<tr>
<td>Project Number</td>
<td>(Project #2328)</td>
</tr>
<tr>
<td>Bid Issued</td>
<td>March 3, 2011</td>
</tr>
<tr>
<td>Department</td>
<td>Capital Projects</td>
</tr>
<tr>
<td>Mandatory Site Visit Date</td>
<td>March 15, 2011 at 1:00 p.m.</td>
</tr>
<tr>
<td>Site Visit Locations</td>
<td>PCCD General Services, 333 E. 8th Street, Oakland, CA 94606 Conference Room</td>
</tr>
<tr>
<td>Project Duration</td>
<td>65 calendar days</td>
</tr>
<tr>
<td></td>
<td>This project is to be completed within the above number of calendar days from the date that the District issues a Notice to Proceed.</td>
</tr>
<tr>
<td>Liquidated Damages</td>
<td>$1,000 per day</td>
</tr>
<tr>
<td></td>
<td>The Contractor agrees to pay the District the above amount per calendar day in the event that the Contractor fails to complete the Contract within the Project Duration indicated above.</td>
</tr>
<tr>
<td>Scheduled Publication Dates</td>
<td>March 3, 2011 and March 10, 2011</td>
</tr>
<tr>
<td>Bid Due Date</td>
<td>March 30, 2011 at 2:00 p.m.</td>
</tr>
<tr>
<td></td>
<td>Bids are opened at the bid submittal address 15 minutes after they are due. See “Instructions for Submitting Bids” later in this document.</td>
</tr>
</tbody>
</table>
Instructions for Submitting Bids

| Submittal Address | Peralta Community College District Purchasing Department  
|                  | Attn: Eva Chiu  
|                  | 501 5th Avenue  
|                  | Oakland, CA 94606  
|                  | (510) 466-7225 |
| Submittal Copies | One (1) Original |
| Submittal Envelope Requirements | Bids must be sealed and have the following information clearly marked and visible on the outside of the envelope:  
|                  | • Bid Number 10-11/27  
|                  | • Name of Your Company  
|                  | • Address  
|                  | • Phone Number |
| Late Submittals  | Proposals received after the time and date stated above shall be returned unopened to the vendor. |

Questions about the Bid or Requests for Information

Questions and or Requests for Information (RFI) must be submitted in writing and can be submitted by fax or email as follows:

| Primary Contact | Olivia Rocha, Olive CM Inc. 510-529-5409  
|                 | Fax: 866-611-8128  
|                 | Email: orocha@olivemcm.com |
| Question/RFI Due Date | March 21, 2011 at 4:00 p.m.  
|                  | Please submit questions as soon as possible. No questions regarding the specifications will be responded to after the above date. All pertinent questions will be responded to and answered in writing no later than the Response Date listed below. |
| Response Date    | March 24, 2010  
|                  | All pertinent questions will be responded to via addendum faxed or emailed to all prospective bidders, and or posted at the District’s website. Bidders who did not receive a copy of the addendum should download it from the District’s website. See “How to Obtain Bid Documents” section for our web address. All addendums must be acknowledged on the bid form.
How to Obtain Bid Documents
Bid documents may be obtained from the location(s) indicated in the table below:

<table>
<thead>
<tr>
<th>Available</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>No</td>
<td>Peralta Community College District Purchasing Department 501 5th Avenue Oakland, CA 94606 Monday through Friday 9:00 AM to 4:00 PM (510) 466-7225</td>
</tr>
<tr>
<td>Yes</td>
<td>Website: <a href="http://www.peralta.edu">www.peralta.edu</a> Website: <a href="http://www.peralta.edu">www.peralta.edu</a> Website: <a href="http://www.peralta.edu">www.peralta.edu</a> Website: <a href="http://www.peralta.edu">www.peralta.edu</a> Website: <a href="http://www.peralta.edu">www.peralta.edu</a> Click “Service Centers”, then click “Purchasing” and then click “List of Current RFPs/Bids” to download the bid packet.</td>
</tr>
<tr>
<td>Yes</td>
<td>Ford Graphics 2210 Magnolia Street Oakland, CA 94607 Tel. 510- 451-9060 Fax 510- 595-2383 <a href="http://www.fordgraphics.com">www.fordgraphics.com</a> Email: <a href="mailto:fgoakland@fordgraphics.com">fgoakland@fordgraphics.com</a> Attn: Christina</td>
</tr>
<tr>
<td>Yes</td>
<td>Builders Exchange of Alameda 3055 Alvarado Street San Leandro, CA 94577 Tel. 510-483-8880 Fax 510-352-1509 Email: <a href="mailto:beac@beac.com">beac@beac.com</a> Attn: Jan Sanchez</td>
</tr>
<tr>
<td>Yes</td>
<td>McGraw Hill Construction 11875 Dublin Blvd., Suite A118 Dublin, CA 94565 Tel. 925-833-9750 Fax 925-833-9754 Email: <a href="mailto:Gerry_mccarthy@mcgraw-hill.com">Gerry_mccarthy@mcgraw-hill.com</a> Attn: Gerry McCarthy</td>
</tr>
</tbody>
</table>

Full Opportunity
The Peralta Community College District hereby affirmatively ensures that Disadvantaged Business Enterprises (DBE), Small Local Business Enterprise (SLBE) and Small Emerging Local Business Enterprise (SELBE) shall be afforded full opportunity to submit bids in response to this notice and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation or religion in any consideration leading to the award of contract.

No qualified disabled person shall, on the basis of disability, be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award.

Peralta Community College District reserves the right to reject any or all bids, to waive any irregularities or informalities not affected by law, to evaluate the bids submitted and to award the contract according to the proposal which best serves the interests of Peralta Community College District.

John Banisadr, Purchasing Compliance Manager
## Attachments

<table>
<thead>
<tr>
<th>Title</th>
<th>Must Be Returned with Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Instruction to Bidders</td>
<td></td>
</tr>
<tr>
<td>2 Prevailing Wage Determination and Project Labor Agreement</td>
<td></td>
</tr>
<tr>
<td>3 Bid Form</td>
<td>Yes</td>
</tr>
<tr>
<td>4 Subcontractor List Form</td>
<td>Yes</td>
</tr>
<tr>
<td>5 Bid Bond</td>
<td>Yes, or a Check</td>
</tr>
<tr>
<td>6 Non-Collusion Affidavit</td>
<td>Yes</td>
</tr>
<tr>
<td>7 Small Local Business Enterprise/Small Emerging Local Business Enterprise Program</td>
<td></td>
</tr>
<tr>
<td>8 SLBE/SELBE Self Certification Affidavit</td>
<td>Yes</td>
</tr>
<tr>
<td>9 Vendor’s Questionnaire And Certificate By Compliance</td>
<td>Yes</td>
</tr>
<tr>
<td>10 Environmentally Sustainable Procurement--Construction</td>
<td>Yes</td>
</tr>
<tr>
<td>11 Certificate Regarding Workers’ Compensation</td>
<td>Yes</td>
</tr>
<tr>
<td>12 Statement of Equal Employment Opportunity</td>
<td>Yes</td>
</tr>
<tr>
<td>13 Performance Bond</td>
<td>Required after Award</td>
</tr>
<tr>
<td>14 Payment Bond</td>
<td>Required after Award</td>
</tr>
<tr>
<td>15 Contract</td>
<td>Required after Award</td>
</tr>
<tr>
<td>16 Bid Protest Procedures</td>
<td></td>
</tr>
<tr>
<td>17 PCCD Construction Debris Reporting Requirements</td>
<td></td>
</tr>
<tr>
<td>18 Construction Protocol Procedures</td>
<td></td>
</tr>
<tr>
<td>19 Final Cleaning Requirements</td>
<td></td>
</tr>
<tr>
<td>20 Post Bid Interview</td>
<td>Require after selection of Bidder</td>
</tr>
</tbody>
</table>

## Enclosures

<table>
<thead>
<tr>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>A General Conditions (79 pages)</td>
</tr>
<tr>
<td>B Supplemental General Conditions</td>
</tr>
<tr>
<td>C Construction Project Labor Agreement (Dated July 21, 2009)</td>
</tr>
<tr>
<td>D Schedule of Contract Documents</td>
</tr>
<tr>
<td>E Drawings</td>
</tr>
</tbody>
</table>
INSTRUCTIONS TO BIDDERS

Bid Proposals:
No bid proposals shall receive consideration by the Peralta Community College District (hereinafter "District") unless made in accordance with the following instructions:

1. **Deadline For Receipt of Proposals.** Bid proposals must be sealed and filed at the office of the Director of Purchasing located at 501 5th Avenue, Oakland, California, 94606 no later than the time specified in the invitation. The District suggests that bids be hand delivered in order to ensure their timely receipt. Any bids received after the time stated shall not be opened and shall be returned, sealed, to the bidder.

2. **Bidders Conference.** A mandatory bidders conference will be held on the date specified in the invitation, for the purpose of acquainting all prospective bidders with the bid documents. It is imperative that all prospective bidders attend this conference. Failure to attend the conference may disqualify a non-attending bidder from the bid. Following this meeting, a mandatory site review will be conducted to acquaint bidders with the project.

3. **Requests for Information.** Any questions relative to the bid should be in writing and directed to the Architect or his or her designee at the address specified for receipt of bid proposals.

4. **Bid Proposal Forms.** Bid proposals must be made on a form obtained from the District. All items on the form should be filled out except if the Contractor should bid on the work of Bid A and not Bid B; or Bid B and not Bid A. The Contractor can bid on both Bid A and Bid B. However, selection shall be based on a comparative analysis of each bid separately and independently of the other. Numbers should be stated in figures, and the signatures of all individuals must be in long hand. The completed form should be without interlineations, alterations, or erasures.

5. **Execution of Forms.** Each bid must give the full business address of the bidder and must be signed by the bidder with his or her authorized signature. Bids by partnerships must furnish the full names of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters. Bids by corporations must be signed with the legal name of the corporation, followed by the signature and designation of the president, secretary, or other person authorized to bind the corporation in this matter. The name of each person signing shall also be typed or printed below the signature. When requested by the District, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. A bidder's failure to properly sign required forms may result in rejection of the bid. All bids must include the bidder's California contractor's license number and expiration date.

6. **Bid Security.** Bid proposals should be accompanied by a cashier's check or bidder's bond for an amount not less than ten percent (10%) of the bid amount. The cashier's check or bid bond shall be made payable to the order of the District. If the bid bond accompanies the proposal, the bond shall be secured by an admitted surety company, licensed in the State of California, satisfactory to the District. The cashier's check or bond shall be given as a guarantee that the bidder will enter into the contract if awarded the work, and in the case of refusal or failure to enter into the contract within ten (10) calendar days after notification of the award of the contract, the District shall have the right to award to another bidder. If the bidder fails or refuses to timely enter into the contract, the District reserves the right to declare the bid bond forfeited and to pursue all other remedies in law or equity relating to such breach including, but not limited to, seeking recovery of damages for breach of contract. Failure to provide bid security, or bid security in the proper amount, will result in rejection of the bid.
7. **Withdrawal of Bid Proposals.** Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids, but may not be withdrawn for a period of forty-five (45) calendar days after the opening of bids.

8. **Addenda or Bulletins.** Any addenda or bulletins issued during the time of bidding shall form a part of the drawings and specifications issued to bidders for the preparation of their proposals and shall constitute a part of the Contract Documents. No addendum will be issued on such requests received later than five (5) calendar days before the scheduled opening of bids.

9. **Award of Contract.** The District reserves the right to reject any and all bid proposals to contract work with whomever and in whatever manner the District decides, to abandon the work entirely and to waive any informality or non-substantive irregularity as the interest of the District may require.

10. **Bonds.** The successful bidder shall be required to submit payment and performance bonds as specified in the Contract Documents. All required bonds shall be calculated on the maximum total purchase price. A bidder's failure to submit the bonds requested shall result in rejection of the bid proposal.

11. **Rejection of Bids and Award of Contract.** The District reserves the right to waive any irregularities in the bid and the right to accept or reject any and all bids, or to accept or reject any portion or combination thereof, or award on the basis of the total bid, when to do so is in its own best interest. The Contract will be awarded within forty-five (45) calendar days after opening of Bids to the lowest responsible Bidder complying with the requirements of the Contract Documents, subject to Governing Board approval. The time for awarding the Contract may be extended by the District with the consent of the lowest responsible Bidder.

12. **Execution of Contract.** The successful bidder shall, within ten (10) calendar days of notice of award of the contract, sign and deliver to the District, without exception, the executed District contract along with the bonds and certificates of insurance required by the Contract Documents. In the event the bidder to whom an award is made fails or refuses to execute the contract within ten (10) calendar days from the date of receiving notification that the contract has been awarded to the bidder, or fails to provide the required bonds and certificates, the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the work to the next lowest responsible bidder, or may reject all bids and, at its sole discretion, call for new bids.

13. **Drawings and Specifications.** Each bidder shall be required to return to the District all drawings and specifications in an unmutilated condition and without any marks or annotations. All drawings, specifications and other documents used or prepared during the project shall be the exclusive property of District.

14. **Evidence of Responsibility.** Upon the request of the District, a bidder shall submit promptly to the District satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work being required by the District, the bidder's organization and workforce available for the performance of the contract and any other required evidence of the bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit evidence of a bidder's responsibility to perform the proposed contract may result in rejection of the bid.

15. **Taxes.** Taxes shall be included in the bid prices.

16. **Bid Exceptions.** The taking of bid exceptions or providing false, incomplete or unresponsive statements may result in the disqualification of the bid.
17. **Discounts.** Any discounts which the bidder desires to provide the District must be stated clearly on the bid form itself so that the District can calculate properly the net cost of the bid proposal. Offers of discounts or additional services not delineated on the bid form will not be considered by the District in the determination of the lowest responsible bidder.

18. **Quantities.** The quantities shown are approximate. The District reserves the right to increase or decrease quantities as desired.

19. **Prices.** Bidders must quote prices F.O.B. unless otherwise noted. Prices should be stated in the units specified and bidders should quote each item separately.

20. **Samples.** On request, samples of the products being bid shall be furnished to the District at no cost to the District.

21. **Special Brand Names.** In describing any item, the use of a manufacturer or special brand, except in those instances where the product is designated to match others in use on a particular public improvement either completed or in the course of completion, does not restrict bidding to that manufacturer or special brand, but is intended only to indicate quality and type of item desired. Bidders may furnish any material, product, thing or service of comparable quality or utility. If a bidder is requesting substitution of "an equal" item, the make and grade of the article on which the bid is submitted must be stated in the bid proposal and illustrations and catalogue information submitted. The District reserves the right to make all decisions on product and vendor selection.

22. **Container Costs and Delivery.** All costs for containers shall be borne by the bidder. All products shall conform to the provisions set forth in the federal, county, state and city laws for their production, handling, processing and labeling. Packages shall be so constructed to ensure safe transportation to point of delivery.

23. **Bid Negotiations.** A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate" or similar, will be considered as non-compliance with that specific term.

24. **Prevailing Law.** In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the bid proposal shall conform to all applicable requirements of local, state and federal law, including, but not limited to, California Labor Code Sections 1771, 1778 and 1779.

25. **Governing Law and Venue.** In the event of litigation, the bid documents, specifications and related matters shall be governed by and construed in accordance with the laws of the State of California. Venue shall be with the appropriate state or federal court located in Alameda County, California.

26. **Subcontractors.** Pursuant to the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4100-4114, inclusive, every bidder shall, on the enclosed form set forth:

(a) The name, location of the place of business, and all information required on the Subcontractor List for each subcontractor who will perform work or labor or render service to the bidder in or about the work in an amount in excess of one-half (1/2) of the one percent (1%) of the bidder's total bid.

(b) The portion of the work which will be done by each subcontractor. If the bidder fails to specify a subcontractor for any portion of the work to be performed under the contract in excess of one-half (1/2) of one percent (1%) of the bidder's total bid, bidder agrees that bidder is fully qualified to and will perform that portion of the work. The successful bidder shall not, without the consent of the District, and in compliance with Public Contract Code Sections 4100 - 4114, either:
(1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid;

(2) Permit any subcontract to be voluntarily assigned or transferred or allow the work to be performed by anyone other than the original subcontractor listed in the bid; or

(3) Sublet or subcontract any portion of the work in excess of one-half (1/2) of one percent (1%) of the total bid as to which the bidder's original bid did not designate a subcontractor.

27. Examination of Contract Documents and Work Site. Before submitting a bid proposal, bidders shall examine the contract, the drawings, the specifications and other Contract Documents. Bidders shall visit the site of the proposed work and shall fully inform themselves of all conditions in and about the work site, the building or buildings, if any, and any work that may have been done thereon. However, no bidder shall visit the site without prior authorization. All bidders are requested to contact the Physical Plant Department or designee for coordination of site visits. Submission of a bid proposal constitutes acceptance of the terms of this provision.

28. Form of Contract. The bidder selected by the District will be required to execute, without exception, a contract included in the bidding package. The contract and other documents are subject to the approval of the District and its legal counsel.

29. Licenses. Each bidder, and their subcontractors, if any, must possess all appropriate and required licenses or other permits to perform the work as identified in contract documents. Upon request, each bidder shall furnish the District with evidence demonstrating possession of the required licenses or permits. Failure to submit such evidence to the District's satisfaction may result in rejection of the bid.

30. Denial of Right to Bid. Contractors or subcontractors who have violated state law governing public works shall be denied the right to bid on this public work contract as set forth in California Labor Code Section 1777.7.

31. Bidders Interested in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or make a prime proposal.

32. Contractors State License Board. Contractors are required by law to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P. O. Box 26000, Sacramento, California 95826.

33. Additive and Deductive Items: Method of Determining Lowest Bid. Pursuant to Public Contract Code section 20103.8, should this bid solicitation include additive and/or deductive items, the checked [X] method shall be used to determine the lowest bid:

_______ (a) The lowest bid shall be the lowest bid price on the base contract without consideration of the prices on the additive or deductive items.

_x_____ (b) The lowest bid shall be the lowest total of the bid prices on base contract and those additive and deductive alternates, unit prices and allowance items for each of Bid that were specifically identified in the bid solicitation (see bid proposal form) as being used for the purpose of determining the lowest bid price. Contractor shall be aware that a comparison of Bid A will determine the lowest responsible bidder without comparison and/or consideration of Bid B and vice versa – each of Bid A and Bid B shall be determined and awarded separately. The lowest bid shall be the lowest total of the bid prices on the base contract and those additive and deductive alternates, unit prices
and allowance items that were specifically identified in the bid solicitation [see bid proposal form] as being used for the purpose of determining the lowest bid price.

(2) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items, depending upon available funds as identified in the solicitation.

(3) The lowest bid shall be determined in a manner that prevents any information that would identify any of the bidders from being revealed to the public entity before the ranking of all bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible bidder, the District retains the right to add to or deduct from the contract any of the additive or deductive items included in the bid solicitation.
Peralta Community College District

**Prevailing Wage Determination**

The Governing Board has obtained from the Director of the Department of Industrial Relations, the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft, classifications or type of worker needed to execute the contract, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are Internet accessible at [http://www.dir.ca.gov/DLSR/statistics_research.html](http://www.dir.ca.gov/DLSR/statistics_research.html) or shall be made available at the District’s Purchasing office to any interested party upon request during regular business hours. For this bid, wage determination **2010-2** shall be used.

The schedule of per diem wages is based upon a working day of eight hours. The rate for holiday and overtime work shall be at least time and one half.

It shall be mandatory upon the contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the specified rates to all workers employed by them in the execution of the contract. It is the contractor’s responsibility to determine any rate change, which may have or will occur during the intervening period between each issuance of published rates by the Director of Industrial Relations.

**Project Labor Agreement**

The Peralta Community College District has entered into a Project Labor Agreement (PLA) for all its Public Works construction projects, which requires that the successful General Contractor, and its field Subcontractors to sign the applicable Letter of Assent (LOA). The complete text including the terms and conditions, and the LOA, are included in the bid package for review by all Contractors bidding on this project. Contractors contemplating bidding on this project are strongly encouraged to review the complete PLA documents, but should at minimum be aware of the following:

- No work stoppages, strikes, sympathy strikes, slowdowns or lockouts are allowed during the execution of the work.
- There are provisions for alternative dispute resolution, depending on affected crafts.
- Based on a formula and certain basic requirements, a Contractor may use up to five (5) “core” workers, but all workers must be dispatched through the applicable union halls.
- There are goals for the utilization of local workers, utilizing the normal hiring hall procedures for dispatch.

A Contractor is not required to become signatory to a union to work on a project covered by the PLA, but is required to sign a Letter of Assent (LOA) agreeing to work under the terms of the PLA, on a project by project basis. Workers are not required to join a union but must be dispatched through a union hiring hall and must pay union initiation fees and dues when working on a project covered by the PLA.

The District’s PLA Program Manager for this project is:

Mr. Jake Sloan
Davillier-Sloan—Labor Management Consultants

Please direct all PLA questions to the Primary Contact listed in the “Questions about the Bid or Requests for Information” section of the Invitation For Bid, and the Primary Contact will forward your question to the PLA Program Manager, to be answered as part of the formal Addendum for this bid.

Attachment 2
The undersigned having carefully examined the location of the proposed work, the local conditions of the place where the work is to be done, the Invitation for Bid, the General Conditions and Instructions to Bidders, the Peralta Community College District (District) Contract, the Specifications and all of the contract documents for this project, and accurately completed the Vendor’s Questionnaire, proposes to perform the contract, including all of its component parts, and to furnish any and all required labor, materials, equipment, insurance, permit, bonding, transportation and services required for the construction of the project in strict conformity with the plans and specifications prepared, including any Addenda, within the time specified for the lump sum price of (including all taxes):

**Total Bid Price – BID FORM**

<table>
<thead>
<tr>
<th>Total lump sum bid price of Bid</th>
<th>$__________________ (Numeric amount)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>___________________ (Written amount)</td>
</tr>
<tr>
<td>Written amount prevails if any discrepancy exists.</td>
<td></td>
</tr>
</tbody>
</table>

**Bid Elements** (This Total Bid Price is composed of the following elements)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Base Bid for Alameda College</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Base Bid for Berkeley City College</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Base Bid for Laney College</td>
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<tr>
<td>4</td>
<td>Base Bid for Merritt College</td>
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<tr>
<td>5</td>
<td>Allowance for unforeseen – AL-01</td>
<td>$20,000</td>
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<tr>
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<td>Total (equating to the Total Bid Price values shown above)</td>
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**ALLOWANCES –**

<table>
<thead>
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<th>Description</th>
<th>Amount</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>AL-01</td>
<td>This allowance is for unforeseen work in relationship to the project</td>
<td>$20,000</td>
<td>LS</td>
</tr>
</tbody>
</table>

**Agreement Terms**

1. If awarded the contract, the undersigned hereby agrees to sign said contract and furnish the necessary Payment Bond, Performance Bond, and Certificates of Insurance within 10 calendar days after the Notice of the Award of this contract and agrees to commence construction within 10 calendar days after the Notice to Proceed is issued by the District.

2. The undersigned has checked carefully all the above figures and understands that the District will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

Contractor Name: __________________________________________ Initials: _______________
Bid No.: 10-11/27 PCCD Smart Classroom Security Implementation Project

Agreement Terms (continued)

3. Peralta Community College District reserves the right to reject any or all bids, to waive any irregularities or informalities not affected by law, to evaluate the bids submitted and to award the contract according to the proposal which best serves the interests of the District.

4. All pages of this Bid Form must be completed and signed in ink. The bid will be awarded to the lowest responsive, responsible bidder.

Bid Bond
Each bid shall be accompanied by a cashier’s check payable to the Peralta Community College District, or a bidder’s bond executed by an admitted surety insurer, licensed to do business in the State of California as a surety, made payable to the Peralta Community College District in an amount not less than ten percent (10%) of the maximum amount of the bid. The check or bid bond shall be given as a guarantee that the bidder to whom the contract is awarded shall execute the contract documents and shall provide the required payment and performance bonds as specified therein within ten (10) days after the notification of the award of the contract.

Amount – Bidders must enclose an amount of not less than 10 percent of the entire bid as either:

_____ Cashier’s Check: Check Number: __________________________

Issuing Bank: __________________________

Amount: $ __________________________

_____ Bidder’s Bond: Surety Company: __________________________

Addendum Acknowledgement
The following addendum(s) are acknowledged in this bid: __________________________

Experience Reference Section (Bidders must provide references)

In order to perform this work the bidder must possess a valid California Contractor’s License Class C-7 (Low Voltage System Contractor), and must demonstrate past knowledge and experience as requested in Section 01010 1.2 A. As part of this bid, please provide relevant information about your company’s knowledge and experience, including a list of three or more projects with brief descriptions that demonstrate your experience as required in Section 01010 1.2 A.

Under Public Contract Code, a Responsible bidder is defined as a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the public works contract.

The District will be the sole determinate of whether a bidder is considered a Responsible Bidder. The District will be checking with the clients references provided to determine if the bidder has the experience necessary to perform this work and to determine the lowest responsive, responsible bidder.

Please fill in the below form detailing your past experience as indicated in Section 01010 1.2 A. You may attach additional pages if necessary. Attach documentation that will substantiate your minimum of three continuous years of experience, and evidence of certification of Lenel Value Added Reseller (VAR) certification and Master Level Technician certification. Failure to provide the below information, may disqualify your bid.

BID FORM (Page 2 of 3)
Attachment 3
Bid No.: 10-11/27 PCCD Smart Classroom Security Implementation Project

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Project Date</th>
<th>Contract Amount</th>
<th>Customer Name and Contact Information (including Phone Number and Contact Person)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

Did you remember to attach the Certification documentation requested in Section 01010 1.2 A to this Bid Form? _______Yes _______No (Note: The District may disqualify all bidders who do not have the proper certifications.)

**Bidder Information and Signature**

Contractor Name: ___________________________  Title: _________________________________

Contact Person (print name): ________________________________________________________

Address: _________________________________________________________________________

Telephone: ___________________________  Fax: _________________________________

Contractor License #: ___________________________  Expiration Date: _________________

Authorized Signature: ___________________________  Date: ___________________________
Peralta Community College District

SUBCONTRACTOR LIST FORM

Bid No.: 10-11/27 PCCD Smart Classroom Security Implementation Project

No Subcontractors

_____ Check here and skip to the “Signature” section if you have no subcontractors who will perform contract work in an amount in excess of 1/2 of 1 percent of the total contract price.

Subcontractors

In accordance with the provisions of Public Contract Code section 4104, each bidder shall list below the name and location of place of business for each sub-contractor who will perform a portion of the contract work in an amount in excess of 1/2 of 1 percent of the total contract price. In each such instance, the nature of the work to be sublet shall be described. **All columns must be completed.**

<table>
<thead>
<tr>
<th>Subcontractor and Location</th>
<th>Type of Work or Trade Classification</th>
<th>Amount</th>
<th>License No.</th>
<th>Type of Business* (check one)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>SLBE</td>
</tr>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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<td>3.</td>
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<td>4.</td>
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<td>5.</td>
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<tr>
<td>6.</td>
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</tr>
</tbody>
</table>

*See the "Small Local Business Enterprise (SLBE)/Small Emerging Local Business Enterprise Program (SELBE)" document in this bid package for definitions and requirements.

Signature

Contractor Name: ___________________________  Title: ______________________________________

Authorized Signature: ___________________________  Date: ______________________

Attachment 4
Peralta Community College District

BID BOND

Know all men by these presents, that we ___________________________ as principal, and ______________________ as surety are firmly bound unto the Peralta Community College District (hereinafter "District"), in the penal sum of TEN PERCENT (10%) of the Total Amount of the Bid of the Principal submitted to the said DISTRICT for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by the presents.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated ______________________________, for ____________________________, the name and corporate seal of each corporate Party being hereunder affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

Principal

By ______________________________________
Title ______________________________________

(Surety)

By ______________________________________
Title ______________________________________

In witness whereof the above-bounded Parties have executed this instrument under their several seals this __________ day of ______________________, the name and corporate seal of each corporate Party being hereunder affixed and these presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

(Surety)

By ______________________________________
Title ______________________________________

(To be signed by Principal and Surety and Acknowledgment And Notary Seal to be Attached.)

Attachment 5
Peralta Community College District

NON-COLLUSION AFFIDAVIT
(To be executed by bidder and submitted with bid)

Bid No.: 10-11/27 PCCD Smart Classroom Security Implementation Project

State of California, County of _____________

(Name) ____________________________________________, being first duly sworn, deposes and says that he or she is (title)______________________ of (company)____________________________ 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 that the foregoing is true and correct.

Date: ____________________ Signature: ____________________________________________
Peralta Community College District

SMALL LOCAL BUSINESS ENTERPRISE and
SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM

The District is committed to ensure equal opportunity and equitable treatment in awarding and managing its public contracts and has established an annual overall program goal of twenty-five percent participation for small local businesses. To facilitate opportunities for small local business, the District will use a maximum 5% bidding preference for SLBE and SELBE firms. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount. Please review the following guidelines to see if your firm qualifies for the preference.

The 5% bidding preference for an SLBE and SELBE firms are for construction, personal and professional services, goods and services, maintenance, repairs, and operations where responsibility and quality are equal. The preference will be 5% of the bid amount of the lowest responsive responsible bidder, and may not exceed $50,000.00 for any bid.

A Non-SLBE/SELBE Prime Contractor who utilizes 25% of total bid amount, with SLBE or SELBE subcontractors (who meet the District’s Definition of an SLBE and SELBE), can also receive a maximum of 4% bidding preference, not to exceed $50,000.00 for any bid. (See below Subcontractors section.)

Definitions:

SLBE: A Small Local Business Enterprise is a business that has not exceeded gross annual revenue of 8.5 million dollars for a construction firm, or 6 million dollars for goods and non-professional services firm, or 3 million dollars for architecture, engineering and professional services firm, for the past three consecutive years and meets the below geographic location requirements.

SELBE: A Small Local Emerging Business Enterprise is a business that has not exceeded gross annual revenue of 1.5 million dollars for the past three consecutive years and meets the below geographic location requirements.

Commercially Useful Function: Shall mean a business is directly responsible for providing the materials, equipment, supplies or services to the District as required by the contract solicitation. The business performs work that is normal for its business services and carries out its obligation by actually performing, managing, or supervising the work involved. The business is not Commercially Useful if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SLBE or SELBE participation.

Geographic Location Requirements:

- The business must be located at a fixed, established commercial address located in the District’s market area of Albany, Alameda, Berkeley, Emeryville, Oakland, or Piedmont, and not a temporary or movable office, a post office box, or a telephone answering service.

- If the business has an office outside of the District’s market area as well as an office within the market area, the office within the District’s market area must be staffed on a full time permanent basis with someone employed by the business.

- If requested, the business that has an office outside of the District’s market area must provide proof of one or more past contracts citing the business address (such as contracts to perform work, to rent space or equipment, or for other business services) was within the District’s market area at least one (1) year prior to the date of contract award. The one-year requirement does not apply to businesses whose sole establishment is located within the District’s market area.

Attachment 7 page 1 of 2
Subcontractors:

Non-SLBE/SELBE Prime Contractors who use subcontractors, who meet the district definitions of SLBE and SELBE, may receive a maximum of 4% bidding preference if the following conditions are met:

1. 25% of total bid amount is with Subcontractors who meet the District’s definition of an SLBE and SELBE. The Prime Contractor must list each Subcontractor on the Subcontractor List form, clearly identifying the SLBE and SELBE status and the Dollar Amount of work each subcontractor will perform.

2. The Subcontractors must provide a Commercially Useful Function.

3. The Prime Contractor must maintain the Subcontractor percentages (based on the quoted dollar amounts) indicated in the Subcontractor List form at the time the Contract is awarded and throughout the term of the Contract.

4. The Prime Contractor must fill out and sign the SLBE/SELBE Self Certification Affidavit and return it with the bid documents, and 48 hours after the bid opening the Prime Contractor must submit signed SLBE/SELBE Self Certification Affidavit from each of the SLBE and SELBE subcontractors listed in the Subcontractor form. The Subcontractor must agree to provide the requested documentation to verify the SLBE/SELBE status.

5. No Substitutions can be made to the SLBE and SELBE subcontractor without the prior written approval of the District. The District will approve a subcontractor substitution on the following conditions:
   a. A written statement from the subcontractor agreeing to the substitution.
   b. When the subcontractor has been given a reasonable opportunity to execute the subcontract, yet fails to, or refuses to execute the subcontract, or refuses to satisfy contractual obligations.
   c. When the subcontractor becomes insolvent.
   d. When the District determines the work performed by the subcontractor is not in accordance with the contract agreement, or the subcontractor is substantially and unduly delaying or disrupting the progress of work.

Firms that meet the District criteria for an SLBE and SELBE can complete the below self-certification affidavit signed under penalty of perjury. Firms claiming SLBE and SELBE status in the self-certification affidavit will be required to submit proof of residency and revenue 48 hours after bid opening. Such proof shall consist of a copy of a contract to perform work, to rent space or equipment, or for other business services, executed from their local address, and the firm’s tax returns for the past three consecutive years.
Peralta Community College District

SLBE/SELBE SELF CERTIFICATION AFFIDAVIT

I certify under penalty of perjury that my firm meets the District’s definition of a Small Local Business Enterprise or a Small Emerging Local Business Enterprise and resides in the geographic location of the District’s market area and qualifies for the below preference. The maximum preference will be five percent of the bid amount of the lowest responsible bidder, and may not exceed $50,000.00 for any bid. The preference is only used for computation purposes to determine the winning bidder; the contract is awarded at the actual bid amount. The District’s Contract Compliance Office will determine whether this requirement has been fulfilled. Bidders may only claim one of the below preferences.

<table>
<thead>
<tr>
<th>Certification Status</th>
<th>Preference</th>
<th>Preference Claimed (check only one)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLBE</td>
<td>5% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>SELBE</td>
<td>5% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>25% of Subcontractors are SLBE/SELBE</td>
<td>4% of lowest bid</td>
<td></td>
</tr>
<tr>
<td>Not Applicable</td>
<td>None</td>
<td></td>
</tr>
</tbody>
</table>

1. I acknowledge and am hereby advised that upon a finding of perjury with the claims made in this self certification affidavit the District is authorized to impose penalties which may include any of the following:
   a) Refusal to certify the award of a contract
   b) Suspension of a contract
   c) Withholding of funds
   d) Revision of a contract for material breach of contract
   e) Disqualification of my firm from eligibility for providing goods and services to the Peralta Community College District for a period not to exceed five (5) years

2. I acknowledge and have been advised and hereby agree that my firm will be required to provide proof (and if applicable, my SLBE and SELBE Subcontractors will provide proof) of the status claimed on this self-certification affidavit 48 hours after bid opening. Proof of status claimed includes tax returns from the previous three years and past contracts to determine the size and geographical location of my firm.

3. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

Bid Number: ___________________ Bid Name: ________________________________________

Signed ___________________________ Date ___________________________

Printed or typed name ___________________________ Title ___________________________

Name of Company ___________________, Telephone ______________, Fax ______________
Peralta Community College District
VENDOR’S QUESTIONNAIRE AND CERTIFICATE BY COMPLIANCE

The following information is requested for information purposes only. It will not be used in determining bid award.

Date

<table>
<thead>
<tr>
<th>Firm Name</th>
<th>Telephone</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Fax</th>
<th>Email Address</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>City/State</th>
<th>Zip Code+ 4®</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th>City/State</th>
<th>Zip Code + 4®</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Type of Organization (Check one) Individual □ Partnership □ Corporation □

<table>
<thead>
<tr>
<th>Name of Owner(s)</th>
<th>State of Incorporation (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name of Partners (I) Indicate (G) General (L) Limited

Local Address

Amount of Annual Business

The District is identifying vendor ownership as follows:

<table>
<thead>
<tr>
<th>Total #</th>
<th>% of assets</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The District is identifying vendor workforce as follows:

<table>
<thead>
<tr>
<th>Total #</th>
<th>% of assets</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Explain whether current workforce is racially and ethnically proportionate to the area from which the workforce is drawn (national, state, or local). Use separate sheet if necessary.

<table>
<thead>
<tr>
<th>Main Headquarters Office(s)</th>
<th>1.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address/Telephone</td>
<td>2.</td>
</tr>
<tr>
<td>(List all as applicable)</td>
<td>3.</td>
</tr>
</tbody>
</table>

Total # of Employees ______

<table>
<thead>
<tr>
<th>Local Office(s)</th>
<th>1.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address/Telephone</td>
<td>2.</td>
</tr>
<tr>
<td>(List all as applicable)</td>
<td>3.</td>
</tr>
</tbody>
</table>

Total # of Employees ______

<table>
<thead>
<tr>
<th>Name and list residential zip code for each employee, subcontractor, or apprentice for awarded contract</th>
<th>1.</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Please use the Zip+4®) Use separate sheet as necessary</td>
<td>2.</td>
</tr>
<tr>
<td></td>
<td>3.</td>
</tr>
<tr>
<td></td>
<td>4.</td>
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<td></td>
<td>5.</td>
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<td></td>
<td>6.</td>
</tr>
</tbody>
</table>
Peralta Community College District

ENVIRONMENTALLY SUSTAINABLE PROCUREMENT--CONSTRUCTION

It is the policy of the Peralta Community College District (Board Policy 2.40, Environmental Sustainability), to purchase products or services that help to minimize the adverse effects on human health and the environment, when compared to other products and services that serve the same purpose with comparable efficacy. The District recognizes that environmentally responsible purchasing will help create and sustain markets for environmentally sustainable products, and is committed to encouraging the procurement of products with high recycled content, FSC certified lumber, Energy Star rated equipment, low and no VOC paints, low-toxicity cleaning supplies and Green Seal approved chemicals, and will promote contracting with businesses in close proximity, to reduce our carbon footprint and to promote the District’s SLBE program.

For Operation and Construction services the District is committed to:

- **Utilizing LEED** (Leadership in Energy and Environmental Design) or equivalent certification criteria as follows:
  - All new building projects shall qualify for at least LEED NC Silver certification and shall strive for higher levels of certification, especially where overall long-term building operations, student learning, and worker productivity savings can be realized through doing so.
  - All renovation projects over 10,000 square feet shall meet basic “LEED Existing Building” certification standards.
- **Maximizing energy efficiency** throughout the District, in particular, heating, cooling, lighting, information technology, mechanical, and water systems. It is the goal of the District to reduce dramatically our energy consumption for existing buildings and for all new buildings to exceed the State of California Building Code Title 24 energy efficiency requirements by no less than 35%.
- **Reduction of water consumption** for all uses, including for irrigation and domestic purposes.
- **Waste source reduction** and the re-use of materials. The District encourages all contractors to re-use and recycle as much construction and demolition debris as possible, and only when it is not feasible to do so, dispose of it in a landfill. All contractors must adhere to the District’s Construction Debris Reporting Requirements.
- **Sustainable landscaping and grounds design**, construction and maintenance practices which promote integrated pest management and use of drought tolerant, fire safe, and native vegetation types.

All public work projects must adhere to the District Environmental Sustainability Policy 2.40. The formal policy is available for download at www.peralta.edu; click on the District Services Center tab and then Purchasing to view the environmentally sustainable purchasing policy.

**Signature**

I acknowledge and agree to adhere to the District’s Environmental Sustainability policy.

Contractor Name: ___________________________ Title: ___________________________

Authorized Signature: ___________________________ Date: ________________________
CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700 in relevant part provides:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.

(b) Be securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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

___________________________________________
Contractor

By: _______________________________________

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this Contract.)
Peralta Community College District

Statement of Equal Employment Opportunity

I hereby certify that ______________________________________________________

(Legal Name of Vendor/Consultant/Contractor)

Will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and shall insure compliance with all provisions of Executive Order No. 11246 (as amended by Executive order No.11375).

The vendor’s questionnaire requests information for record keeping purposes only. The information requested will not be used as a basis for contract award.

However, after a contract is awarded to your company, the District requires your company to report:

a. Actual racial, gender and residential workforce composition of your company for the contract work.

b. Actual racial, gender and residential workforce composition of subcontractors for the contract work.

c. Number of apprenticeship workforce for the contract work.

This report must be submitted to the District Department of General Services on a quarterly basis.

I declare under penalty of perjury under the laws of the state of California that the information I have provided herein is true and correct and is of my own personal knowledge.

BY: __________________________________________

Date

________________________________________

Print Name
Know all men by these presents, that

WHEREAS, Peralta Community College District (hereinafter DISTRICT), at a regular Business Meeting on ________________, have awarded to _____________________________
hereinafter designated as the Principal, a contract for _____________________________________
_______________________________________________________________
and
_____________________________________________________________________________________
_________________________________________________________________________________
__________________________________________________________________
WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, We, the Principal and
_____________________________________________________________________________
__________________________________, as Surety, are held and firmly bound unto the Peralta
Community College District, hereinafter called the DISTRICT, in the penal sum of
_______________________________________________________________________________
______________________________________ DOLLARS ($______________________ ) lawful money of
the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

The condition of the obligation is such, that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their parts to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless DISTRICT, its officers and agents, as therein stipulated, then this obligation shall become null and void. Otherwise it shall be and remain in full force, virtue, and effect.

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

In the event suit is brought upon this bond by the District and judgment is recovered, Surety shall pay all costs incurred by the District in such suit, including reasonable attorney's fees to be fixed by the court.

Surety further agrees that death of the Contractor shall not relieve the surety of its obligations hereunder.

In witness whereof, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named on the _______ day of ______________________, 20__.
(To be signed by Principal and Surety and acknowledgment and notary seal to be attached.)

Principal
By ________________________________

Title ________________________________

Surety
By ________________________________

Title ________________________________

The above bond is accepted and approved this _______ day of ____________________________, 20__.

By: __________________________________________
Authorized District Signature

Required attachment: County Clerk’s Certificate pursuant to CCP section 995.640 or confirming information from Department of Insurance website within seven days before contract submittal.
Peralta Community College District
PAYMENT BOND

Know all men by these presents: that

WHEREAS, Peralta Community College District (hereinafter "DISTRICT") and _______________________, hereinafter designated as the "Principal", have entered into a contract for the furnishing of all materials, labor services and transportation necessary, convenient, and proper which said Agreement dated and all of the contract documents attached to or forming a part of said Agreement, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law, the Principal is required before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the contract is awarded, Sections 3247 to 3252, inclusive, of the Civil Code of California.

NOW, therefore, these presents witnesseth:
That the said Principal and the undersigned ____________________________________________ ____________________________________________ as corporate surety, are held and firmly bound unto all laborers, materialmen, and other persons referred to in said statutes in the sum of ______________________ DOLLARS ($ _________________), lawful money of the United States, by the terms of said contract, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally by these presents.

The condition of this obligation is that if the said Principal or any of his or its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all or either of them shall fail to pay for any materials, provision, provendor or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor hereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, or for any of the persons named in Section 3181 of the California Civil Code, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal or any of his or its subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work or labor, that said Surety will pay the same in amount not exceeding the amount hereinabove set forth, and also, in case suit is brought upon this bond, will pay reasonable attorneys' fees to be awarded and fixed by the court and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 3181 of the California Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

In witness whereof, this instrument has been duly executed by the Principal and Surety this ______________________ day of ____________________.
(To be signed by Principal and Surety

and acknowledgment and notary seal to be attached.)

_________________________________________________________________________

PRINCIPAL

By __________________________________________

TITLE _______________________________________

_________________________________________________________________________

SURETY

By __________________________________________

TITLE _______________________________________

The above bond is accepted and approved this

_________________________________________ day of _________________, 20__.  

_________________________________________________________________________

By __________________________________________

Authorized District Signature

Required attachment: County Clerk’s Certificate pursuant to CCP section 995.640 or confirming information from Department of Insurance website within seven days before contract submittal
Peralta Community College District

CONTRACT

THIS CONTRACT is made by and between the Peralta Community College District, hereinafter called the District, and _______________________________, hereinafter called the Contractor.

The District and the Contractor hereby agree as follows:

1. Description of Work

The Contractor agrees to furnish all labor, materials, equipment, plant, tools, supervision, appurtenances, and services, including transportation and utilities, required to perform and complete ______________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

The Contract Documents consist of the Contract, any Amendment to Contract, Technical Specifications and Drawings, Supplementary General Conditions, General Conditions, Instructions to Bidders, Notice Inviting Bids, Bid Form, all addenda, completed bond and insurance forms, completed Bidder's Questionnaire, and ______________________________
____________________________________________________________________________
____________________________________________________________________________

All Contract Documents are intended to coordinate so that any work called for in one document and not mentioned in another document is to be executed as if mentioned in all documents.

2. Compensation

As full compensation for the Contractor's complete performance of the work in this Contract, the District agrees to pay the Contractor, and the Contractor agrees to accept the sum of ___________________________ which shall be paid to him according to the General Conditions Article on "Payments".

3. Prevailing Wages

As required by Labor Code Section 1773.2, the District has in its office the general prevailing rate of per diem wages for workers employed on public works as determined by the Director of Industrial Relations. This document shall be available to any interested party on request during regular business hours and shall be posted at the job site by the Contractor.

4. Time for Completion

The starting date of the Contract shall be the day listed by the District in the Notice to Proceed and the Contractor shall fully complete all the work before the expiration of_____ (See the Invitation for Bid cover page for Project Duration) ______ calendar days from said starting date.

Time is of the essence in the performance of this Contract.

Liquidated damages for Contractor's failure to complete the Contract within the time fixed for completion are established in the amount of ______ (See the Invitation for Bid cover page for Liquidated Damages figure) ______ per calendar day.
5. Contractors' State License Board

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P. O. Box 26000, Sacramento, California 95826.

IN WITNESS WHEREOF, the parties to these present have set their hands hereto on the day and year written below.

___________________________________  ______________________________________
District                                      Contractor

Resolution No. __________________________

(Contractor License No. and Expiration Date)

____________________________
Date

By

_______________________________
Individual Signature

____________________________________
Title

____________________________________
Date

Approved As to Form
By:  _____________________________
 Legal Counsel

For:  _________________________________
 Corporation or Partnership

If Corporation, Seal Below.

Attachment 15, Page 2 of 2
Any Bidder submitting a Bid Proposal to the District may file a protest provided that each and all of the following are complied with:

(i) The bid protest is relevant and in writing;

(ii) The bid protest is filed and received by the District’s Purchasing Manager not more than five (5) calendar days following the date of the bid opening;

(iii) The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence.

Any bid protest not conforming to the foregoing shall be rejected by the District without recourse.

Provided that a bid protest is filed in strict conformity with the foregoing, the District’s Vice Chancellor of General Services or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest and make a determination.

If the determination is unacceptable to the bid protestor, the Chancellor shall review and evaluate the basis of the bid protest and make a secondary determination.

If the bid protestor chooses to appeal the Chancellor’s determination, the District’s Board of Trustees will render a final determination and disposition of a bid protest by taking action to adopt, modify or reject the disposition of a bid protest. Action by the District’s Board of Trustees relative to a bid protest shall be final and not subject to appeal or reconsideration by the District, any employee or officer of the District or the District’s Board of Trustees.

In the event that any legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as cost, all attorneys’ fees and cost incurred in connection with any such proceeding, including any appeal arising there from.
The District is committed to Environmental Sustainability as a matter of public policy and to the greatest extent possible reducing its ecological footprint. The District encourages all contractors to re-use and recycle as much construction and demolition debris as possible, and only when it is not feasible to do so, dispose of it in a landfill. Per State Law AB75, on an annual basis the District is required to report all re-use, recycle, and garbage disposal tonnage to the State of California.

As a condition for the completion of the construction project, the contractor must report all re-use, recycling, and disposal of construction materials at the completion of the project (or annually by January 31st of the following year if the project’s completion is more than one calendar year). The contractor may use the below form to report to the District all construction debris off-hauled from the District’s construction site, or may submit the below required information on the contractor’s letterhead. This form must be submitted by January 31st to the District at: Peralta Community College District, Department of General Services, 333 East 8th Street, Oakland, CA, 94606, Attention Facilities Project Coordinator

Construction Debris Reporting for: January 1, 20__ to December 31, 20__.

<table>
<thead>
<tr>
<th>Material Type</th>
<th>Re-use (Tons)</th>
<th>Recycle (Tons)</th>
<th>Garbage Disposal (Tons)</th>
<th>Proposed Destination</th>
</tr>
</thead>
<tbody>
<tr>
<td>Example: Concrete</td>
<td>45</td>
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<td></td>
<td>ABC Concrete Recycling Company</td>
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<tr>
<td>Totals</td>
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<td></td>
</tr>
</tbody>
</table>

I declare under penalty of perjury under the laws of the State of California that the above information is true and correct.

Signed ___________________________ Date ____________

Printed or Typed Name ___________________________ Title ___________________________

Name of Contractor ___________________________ Telephone ___________________________ Fax ___________________________

Attachment 17
Peralta Community College District
Construction Protocol Procedures

**Director of Physical Plant:**
1. Notify College Business Officer (in writing) at least 2 weeks in advance of any work to be done on campus, including dates, times, locations of work; provide name and cell phone # of project manager.

2. Receive from College Business Officer (in writing) a list of concerns, issues, problems that need to be addressed/taken into account as well as a list of faculty members and departments that will be affected by each project.

3. Collect/withhold an indemnity amount from the contractor for unanticipated cleaning costs, repairs, and replacement of any furniture, equipment, tools, etc. lost, damaged, or destroyed as a result of construction.

4. Direct the Project Manager to personally meet with the College Business Officer and faculty involved/affected with each project and sign-off on plan of operations.

5. Notify the faculty (in writing) that it is not their responsibility to clean, store, remove, replace, any equipment, furniture, tools, etc.

**College Business Officer:**
1. Notify the faculty (in Writing) of any construction projects (including dates, times, locations) that will take place in their area.

2. Meet with the faculty to gather their concerns, issues, problems, and convey those (in writing) to the Vice Chancellor of General Services and the Project Manager; also convene a meeting with the Project Manager to convey these concerns in person.

3. Notify (in writing) the appropriate Dean(s) and the VP of Instruction of any needs to find alternate space for storage, equipment, furniture, tools, classrooms.

4. Notify (in writing) Locals 790 and 39 of the impending project and the need to remove, store, replace, protect, and clean as well as whatever is needed in the way of establishing alternate workspaces.

5. Convey all of the above information to the Director of Physical Plant and the Project Manager.

**Project Manager:**
1. Needs to meet on campus, on site, with the affected faculty to be sure all of the college’s concerns have been addressed, understood, and agreed to in a written plan of operations; the written plan should be given to the contractor and the Vice Chancellor of General Services.

2. No project should begin without a written plan that has not been signed by the VP of Instruction, Academic Dean, College Business Officer, Faculty/Department Chair(s), Project Manager, Contractor, and Director of Capital Projects.
Peralta Community College District

FINAL CLEANING REQUIREMENTS

PART 1 - GENERAL

1.01 SUMMARY

A. The contractor is responsible for daily cleanup and a final cleaning prior to occupancy. This section only addresses the final cleaning required prior to punchlisting and occupancy.

B. Cleaning Program:
   1. The cleaning program shall include all construction areas and surrounding areas affected by the construction including site, exteriors of buildings / structures, roofs and interior of buildings.
   2. The areas to be cleaned shall be turned over to the owner in a "move-in" condition.
   3. All areas shall be free of all construction materials, dust, debris, markings and dirt.
   4. All surfaces shall be washed, cleaned and cleared of markings.
   5. All existing and new fixtures shall be cleaned, sanitized and ready for use.
   6. All new and existing hard surface floors will be stripped and waxed.

1.02 PROJECT CONDITIONS

A. Environmental Requirements: Conduct cleaning and waste-disposal operations in compliance with PCCD Construction Debris Reporting Requirements.

B. Comply fully with Federal and local environmental and antipollution regulations.
   1. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
   2. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.

PART 2 - PRODUCTS

2.01 MATERIALS AND METHODS

A. Use cleaning materials and methods which will not create hazards to health or property or cause damage to products and which are recommended by manufacturers of products to be cleaned.

PART 3 - EXECUTION

3.01 FINAL CLEANING

A. General: Provide final cleaning operations. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.
   1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and foreign substances.
   2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
   3. Remove petrochemical spills, stains, and other foreign deposits.
   4. Remove tools, construction equipment, machinery, and surplus material from the site.
   5. Clean exposed exterior and interior hard-suraced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   6. All walls not newly painted shall be washed to clean readily removable dirt, markings, dust, and grime.
   7. Remove debris and surface dust from limited access spaces, including roofs, attics and similar spaces.
   8. All existing floors shall be thoroughly stripped of old wax and have at least four (4) coats of a combination wax/sealer, or two (2) coats of sealer and four (4) coats of wax. Contractor shall
submit for prior approval manufactures information on floor finish to be applied. All new floors shall have their factory seal stripped off and shall have a floor finish applied according to the recommendations of the manufacturer.

9. New carpeted areas shall be thoroughly vacuumed, including edges. Any spotting during construction shall be removed. Existing carpeted areas shall be thoroughly shampooed.

10. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces. Clean interior and exterior of all windows.

11. Clean all Toilet Rooms thoroughly and sanitized. All wall surfaces shall be free of grime, dirt, dust, markings and graffiti. All mirrors, fixtures, and partitions will be cleaned free of dirt and markings.

12. Scrub and seal all ceramic and terrazzo floors and walls.

13. Remove labels that are not permanent labels.

14. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

15. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

16. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

17. Replace disposable air filters and clean permanent air filters. Clean all exposed surfaces of diffusers, registers, and grilles.

18. Clean ducts, blowers, and coils if units were operated without filters during construction.

19. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned out bulbs; defective and noisy starters in fluorescent fixtures, and defective dimming switches.

20. Leave the Project clean and ready for occupancy.

C. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period. Repair any damage from removal.

D. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.

1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

End of Section
CONSTRUCTION MANAGER

Name: Olivia Rocha
Olive CM Inc.
2201 Broadway Suite M10
Oakland, CA 94612
510-529-5409

BIDDER

I. INTRODUCTIONS:

A. Present

II. PROPOSED CONTRACT: PCCD Smart Classroom Systems

III. PURPOSE OF MEETING IS TO ASSURE:

A. Contractor acknowledgment of a complete and accurate bid.
B. Contractor submission of a fair and equitable bid.
C. Review of the bid and possibility of value engineering

IV. CONTRACTUAL REQUIREMENTS:

A. Do you understand you are a prime contractor? Yes ☐ No ☐
   Please name your subcontractors that have not been listed in the bid
   __________________________________________
   __________________________________________
   __________________________________________
   __________________________________________

B. Can you meet the specified insurance requirements listed in the General Conditions, Article 11 for GL, WC, Auto and Builders Risk

Attachment 20, Page 1 of 5
PERALTA COMMUNITY COLLEGE DISTRICT
Bid No.: 10-11/27 PCCD Smart Classroom Security Implementation Project

Date and Time TBD

POST BID INTERVIEW (SAMPLE)

(contract amount)? Yes ☐ No ☐

C. Are you a union company? Yes ☐ No ☐

D. Are you a SLEB or SBE? Yes ☐ No ☐
If so in what county, city, state ____________________________

E. Are any of your subtier contractors SLEB or SBE? Yes ☐ No ☐
If so in what county, city, state ____________________________

F. You are required to obtain a Performance, and a Labor and Material Bond for 100% of the Contract price
   1. Will you provide bonds as stipulated? Yes ☐ No ☐
   2. Cost for bond: _____% Yes ☐ No ☐
   3. Is your insurance company California licensed? Yes ☐ No ☐

G. Acknowledged Receipt of Pre-Bid Clarification Questions Yes ☐ No ☐

H. Are costs for alternate items included in your proposal? Yes ☐ No ☐

I. Have you reviewed Section 01545 Site Safety Plan and understand it is an outline of items of safety that the Contractor shall be aware including Penalties but does not replace the submission of the Safety Program required Under Section 01540, Item 1.5? Yes ☐ No ☐
Who is your designed Site Safety Coordinator as required under Enclosure B, Supplementary General Conditions?

Will you provide all necessary safety devices as required as part of the base bid? Yes ☐ No ☐
Do you understand the staging limitations on site? Yes ☐ No ☐

J. Do you understand that all work is in the evening hours from Sunday Through Thursday evening 10:00 PM to 6:00 AM? Yes ☐ No ☐

K. Do you understand that you must have representation to participate in Weekly meetings during the day and this person must have authorization To make binding decisions on behalf of your company? Yes ☐ No ☐

L. Do you understand that each door must remain functional during the Regular campus business hours and must allow for secured access To the classroom? Yes ☐ No ☐

M. Have you read Enclosure B, Supplementary General Conditions? Yes ☐ No ☐

N. Do you have any issues complying with the General Conditions or Supplementary General Conditions Yes ☐ No ☐

O. Do you understand the prevailing wage must be submitted to PCCD and Davillier Sloan and that noncompliance with the wage requirements And/or PLA may cause your monthly payment to be stopped? Yes ☐ No ☐

Who in your office is in charge of submitting the required Insurance and bonds
Name ____________________________________________ Date __________________________

V. SCOPE OF WORK:
The following section shall be filled out once the scope of work is reviewed:
POST BID INTERVIEW (SAMPLE)

A. Do you have a complete understanding of your Scope of Work under the Contract Documents and Agreement?  
   Yes □ No □

B. You have re-reviewed the documents and understand the Scope of the Work. Are there any items that need to be identified or require clarification?  
   Yes □ No □

   If yes, please identify item.
   1. ____________________________________________
   2. ____________________________________________
   3. ____________________________________________
   4. ____________________________________________

   Is (are) the cost(s) for items listed above included in your proposal items?  
   Yes □ No □

C. Do you understand the bid alternatives  
   Yes □ No □

D. Are you offering any unsolicited alternates?  
   Yes □ No □

   1. ____________________________________________
   2. ____________________________________________
   3. ____________________________________________

E. Are the plans and specifications clear and understandable to your satisfaction?  
   Yes □ No □

VI. VALUE ENGINEERING: (describe)  
    BASE BID:  $ ________________

   1. ____________________________________________ Add / Deduct
   2. ____________________________________________ Add / Deduct

    ____________________________________________
    REVISED TOTAL $ ________________

VII. SCHEDULE:

A. Do you acknowledge and agree to the stipulated completion dates and milestones in the Contract?  
   Yes □ No □

   1. Will you provide a detailed construction schedule at the Preconstruction Conference per Section 01320 per the Contract?  
      Yes □ No □
2. It is understood the Project schedule is critical. Can you accelerate any and all schedule activities if the requirement occurs?  
   Yes □ No □  
   If not, what must change and why? ____________________________  
   ____________________________  
   ____________________________

3. Are you aware that the gymnasium needs to be vacated September 10th?  
   Yes □ No □

4. Will you be able to coordinate the field measurements for the Steel skylight subframe with the skylight manufacturer in order to achieve concurrent fabrication of the two different components?  
   Yes □ No □

5. Do you understand the substantial completion shall be completed within the 94 working days stipulated in the contract documents and will submit a schedule Indicating these timelines?  
   Yes □ No □

B. Identify critical materials, deliveries and dependencies, including Owner Furnished items that could affect the completion of your work.

1. ____________________________________________________________

2. ____________________________________________________________

3. ____________________________________________________________

C. You have reviewed the Contract and you understand your work must be completed in 65 Calendar Days in accordance with the Project Schedule. You further understand Construction Manager MAY assess liquidated damages of $1,000 per day per phase until substantial completion is achieved and $1,000 per day after the date scheduled for final completion. You further understand delays by you may cause other contractors to be delayed, and that you WILL accelerate you work upon written direction by the Construction Manager.

VIII. CONTRACTOR COMMENTS / SUGGESTIONS:

1. ____________________________________________________________

2. ____________________________________________________________

3. ____________________________________________________________

IX. CONTRACTOR
NOTE: You agree the information contained herein is part of your contractual obligations. Your signature acknowledges your agreement to perform all work discussed herein, and that costs for all work are included in your proposal.

The foregoing information is true and accurate, and I am authorized to sign as an officer of the company I am representing.

Contractor: ______________________________________________________

Signature: ___________________________ Title: ______________

Date: ________________________________

Signature: ___________________________ Title: ______________

Date: ________________________________

X. ARCHITECT

Signature: ___________________________ Title: ______________

Date: ________________________________

XI. DISTRICT FACILITIES COORDINATOR

Signature: ___________________________ Title: ______________

Date: ________________________________

XII. CONSTRUCTION MANAGER

Signature: ___________________________ Title: ______________

Date: ________________________________
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ARTICLE 1 - GENERAL PROVISIONS

1.01 THE CONTRACT DOCUMENTS

A. The Contract Documents consist of the Bid Documents (as defined in the Instructions to Bidders), Agreement, and Conditions of the Contract, Drawings, Specifications, Addenda, other documents listed in the Agreement, and Modifications issued after execution of the Contract. The Conditions of the Contract include these General Conditions and related documents.

B. Where provisions of the General Conditions relate to Project administration of work-related requirements of the Contract, some of those paragraphs are expanded in Division 1 - General Requirements of the Specifications.

C. Bidding Documents, Conditions of the Contract, and Division 1 - General Requirements contain information necessary for completion of every part of the Project and are applicable to each Section of the Specifications.

1. Where items of Work are done under subcontracts, each item shall be subject to these conditions.

1.02 THE CONTRACT

A. The Contract Documents form the Contract for Construction. 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 executed by the parties hereto.

B. The Contractor's signing of the Contract signifies its acceptance of the time limits as being sufficient for completion of the Work, as well as acceptance of the other terms and conditions of the Contract Documents.

1.03 BASIC DEFINITIONS OF TERMS USED IN THE CONTRACT DOCUMENTS

A. Basic Definitions of Terms Used in the Contract Documents:

1. Addenda: Written or graphic instruments issued prior to the opening of Bids which make changes, additions or deletions to the Bid Documents or the Contract Documents.

2. Accepted, Approved: Accepted or approved, or satisfactory for the Work, as determined in writing by the District, unless otherwise specified. Where used in conjunction with the District's response to submittals, requests, applications, inquiries, and reports by the Contractor, the term "approved" shall be held to limitations of the District's responsibilities and duties as specified in the Conditions of the Contract. In no case shall the District's approval be interpreted as a release of the Contractor from its responsibilities to fulfill the requirements of the Contract Documents.

3. Approved Equal, Accepted Equal: Approved in writing by the District as being of equivalent quality, utility and appearance. Equivalent means equality in the opinion of the authorized District representative. The burden of proof of equality is the responsibility of the Contractor.

4. Agreement: The Agreement or Contract between the District and the Contractor covering the Work to be performed; other Contract Documents are attached to the Agreement and made part thereof as provided herein.
5. Architect: The person holding a valid state Architect’s license, Whose firm has been designated within the Contract Documents as the Architect of Record to provide architectural services on this Project.

6. As Required: In accordance with the requirements of the Contract Documents.

7. By Others: Work on this Project that is outside the scope of Work to be performed by the Contractor under this Contract, but that will be performed by the District or other contractors, or other means or at other expense.

8. PCCD: Peralta Community College District, Owner, District.

9. Change Order: A written instrument prepared by the District and signed by the District and the Contractor, stating their agreement upon all of the following (1) a change in the Work; (2) the amount of the adjustment in the Contract Sum, if any; and (3) the extent of the adjustment in the Contract Time, if any, issued after the effective date of the Agreement.

10. Clarification: A document consisting of supplementary details, instructions or information issued by the District which clarifies or supplements the Contract Documents and becomes a part of the Contract Documents. Clarifications do not constitute a change in Contract Sum or an extension of Time except as otherwise approved by the District. Clarifications will be issued through the Request for Information (RFI) administrative system.

11. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.

12. Construction Manager: An independent consultant hired by the District to monitor, manage the construction work on behalf of the District.

13. Contract: The legally binding agreement between the Owner and the Contractor, wherein the Contractor agrees to furnish the labor, materials, equipment, plant and appurtenances required to perform the work described in the Contract Documents, and the Owner agrees to pay the Contractor for such work.


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

16. Contractor: The person or entity holding a valid Contractor’s License in the state of California with whom the District has executed the Agreement and is identified as such therein and referred to throughout the Contract Documents as if singular in number and neuter in gender. The term "Contractor" means the Contractor or its authorized representative.

17. Day: Calendar day, of 24 hours, measured from midnight to the next midnight, unless otherwise specifically stipulated.

18. Defective Work: Work that is unsatisfactory, faulty, or deficient, that does not conform to the Contract Documents or the general standards of workmanship of the particular industry or trade; that fails to perform to the reasonable expectation of the ultimate user, or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or work that has been damaged prior to the filing of the Notice of Completion by the District.
19. Delivery: In reference to any item specified or indicated shall mean to unload and store with proper protection at the Project site.

20. Designated, Determined, Directed: Required by the District, unless otherwise specified.

21. District: The Peralta Community College District, its Board of Trustees, and its Chancellor.

22. District-Furnished, Contractor-Installed: Items furnished and paid for by the District for installation by the Contractor pursuant to the Contract Documents.

23. Drawings: The graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

24. Effective Date of the Agreement: The date indicated in the agreement on which it was executed, but if no such date is indicated it shall mean the date on which the agreement is signed and delivered by the last of the two parties to sign and deliver.

25. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.

26. Furnish or Supply: Purchase and deliver to the Project site, including proper storage only; no installation is included. The term “furnish” also means to supply and deliver to the Project site.

27. Indicated or As Shown: Shown or noted on the Drawings or written in the Specifications, whichever is more restrictive.

28. Inspector of Record: The person responsible for inspection of the work during fabrication and construction. Acts under the direction of the Architect but is responsible to the District and the Division of the State Architect, Structural Safety Section.

29. Install: Apply, connect or erect items that have been furnished; furnishing or supplying is not included. The term "install" also describes operations at the Project site, including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

30. Installer: The "installer" is the person engaged by the Contractor, its subcontractor or sub-subcontractor for performance of a particular element of construction at the Project site, including installation, erection, application and similar required operations. It is a requirement that installers are experienced and licensed in the operations they are engaged to perform.

31. Modification: (a) A written amendment to the Contract signed by both parties, or (b) a written Change Order, or (c) a written order for a change in the Work (Unilateral Change Order and Force Account Change Order) issued by the District after the effective date of the Contract.

32. Notice to Proceed: The written notice issued by the District to the Contractor authorizing the Contractor to proceed with the Work and establishing the date of commencement of the Contract Time.

33. Notice of Completion: The legal document filed by the District, with the Division of the State Architect, after the Project has been fully completed as required by the contract documents.
34. Division of the State Architect (DSA): The enforcement arm of the Division of the State Architect, having jurisdiction over school building construction projects in lieu of the local building department.

35. Owner: The Peralta Community College District ("PCCD" also referred to herein as "District") identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number. The term "Owner" means the District, its governing board, employees, and its authorized agents or representatives. Also referred to as "District."

36. Partial Occupancy: The stage in the progress of the Work when the District finds the Work or designated portion thereof sufficiently complete in accordance with the Contract Documents to occupy and utilize the Work for its intended use.

37. Progress Report: A periodic (monthly, weekly, etc.) report submitted by Contractor to Owner with progress payment invoices comparing actual work accomplished to the Project Schedule. See Section 9.03 F of the GENERAL CONDITIONS titled PROGRESS PAYMENT. All reports to be verified as per Sections 4-335, 4-336, 4-337 and 4-343 of PART 1 of Title 24 of the California Code of Regulations.

38. Project: The Peralta Community College District Project and adjacent areas as indicated elsewhere in the Contract Documents.

39. Project Completion: Project Completion shall be the date of such acceptance of the Work by the District, as provided under California Civil Code Section 3086, when the Contract has been performed, including all remedial (punch-list) items, and when all contractual requirements are fulfilled.

40. Provide: Furnish and install or supply and install complete in place at the site.

41. Punch List: A list of corrections, replacements, installations, or touch-ups prepared by the Architect with the assistance of the Inspector of Record and issued to the Contractor with the Notice of Substantial Completion.

42. Regular Working Hours: 7:00 a.m. to 5:30 p.m., Monday through Friday, except District legal holidays and as allowed in Division 1.

43. Request for Change (RFC): See paragraph 2.06A and 2.07.

44. Request for Information (RFI): A document prepared by the Contractor or District requesting information from one of the parties regarding the Project or Contract Documents. The RFI system is also a means for the District to submit Contract Document clarifications or supplements to the Contractor.

45. School Building: Any building used for community college purposes and built according to the California State Building Code containing the regulations of the Division of the State Architect, Division of the State Architect/Structural Safety Section covering the construction of public schools.

46. Site or Project Site: Geographical location of the Project as shown elsewhere in the Contract Documents.

47. Specifications: The written portion of the Contract Documents, which includes requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

49. **Subcontractor**: A person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and neuter in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

50. **Substantial Completion**: The Work has progressed to the point where, as evidenced by the Certificate of Substantial Completion issued by the District, it is sufficiently complete in accordance with the Contract Documents as deemed by the District so that the entire Project could be occupied for the intended purpose and the Work utilized for its intended purpose.

51. **Work, The Work**: The excavation, construction and services required by the Contract Documents and provided to the Project site.

1.04 EXECUTION, CORRELATION AND INTENT

A. The intent of the Contract Documents is to include all labor and materials necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

B. Arrangement and titles of Drawings, and organization of the Specifications into divisions, sections and articles in the Contract Documents shall not be construed as segregation of the various units of material and labor, and shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. The Contractor may arrange and delegate its Work in conformance with trade practices and shall be responsible therefore. The District assumes no liability arising out of jurisdictional issues raised or claims advanced by trade organizations or other interested parties based on the arrangement or manner of subdivision of the content of the Drawings and Specifications. The District assumes no responsibility to act as arbiter to establish subcontract limits between any portions of the Work, but the District shall be promptly advised of obstacles encountered which might in any way affect the timely prosecution of the Work.

C. In interpreting the Contract Documents, words describing materials or Work with a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning.

D. A typical or representative detail on the Drawings shall constitute the standard for workmanship and material throughout corresponding parts of the Work. Where necessary, and where reasonably inferable from the Drawings, the Contractor shall adapt such representative detail for application to such corresponding parts of the Work. The details of such adaptation shall be subject to prior approval by the District. Repetitive features shown in outline on the Drawings shall be in exact accordance with corresponding features completely shown.

E. If a conflict exists in the Contract Documents regarding the quality of a product, the highest quality product shall be provided as determined by the District.

F. The layout of mechanical and electrical systems, equipment, fixtures, piping, ductwork, conduit, specialty items, and accessories on the Drawings is shown in diagrams and symbols to illustrate the relationships existing between the parts of the Work, and all variations in alignment, elevation, and detail required to avoid interference and satisfy architectural and
structural limitations are not necessarily shown. If rerouting, i.e. relocating a duct, pipe, conduit or similar utilities from the indicated room or space to another room or space to avoid structural interference, causes an increase in linear footage which exceeds 25% of the indicated rout if the structural interference did not exist, then the Contractor will be compensated for the amount in excess of 25% under the provisions for Change Orders of Article 7. Actual layout of the Work shall be carried out without affecting the architectural and structural integrity and limitations of the Work and shall be performed in such sequence and manner as to avoid conflicts; provide clear access to all control points, including valves, strainers, control devices, and specialty items of every nature related to such systems and equipment, said clear access defined as arms reach without required use of special equipment or the dismantling of building systems or equipment; obtain maximum headroom; and provide adequate clearances as required for operation and maintenance unless specifically detailed otherwise.

G. The Drawings shall not be scaled for dimensions when figured dimensions are given, dimensions could be calculated, or field measured. When a true dimension cannot be determined from the Drawings or field measurement, the Contractor shall request same from the District, giving reasonable advance notice, but not less than 30 calendar days, so as not to delay or disrupt the Work.

H. 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.

I. When there is a conflict between existing on-site conditions and the Drawings, the existing condition shall govern. The Contractor shall provide the Work and adjust to the existing condition at no additional cost to the District.

1.05 CONDITIONS AS TO SPECIFICATIONS AND DRAWINGS

A. Interpretation of Drawings and Specifications: The Contractor shall check Drawings furnished by District and shall promptly notify the District in writing of any discrepancies. Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in the Drawings or Specifications, the matter shall be referred to the District, who shall decide the true meaning and intent of the Drawings or Specifications, and the District's decision shall be binding on the Contractor at no additional cost to the District. Suitable instructions will be given when any such discrepancy or misunderstanding is discovered.

B. Interpretation of Phrases: Wherever the words "as directed," "as permitted," or words to the like effect are used, it shall be understood that the direction, requirement, or permission of the District, or governmental regulatory agency having jurisdiction is intended. The words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary, or proper in the judgment of the authorized District representative. Wherever the words "inspect," "approved," "acceptable," "satisfactory," or words of like import are used to describe a requirement, direction, review, or judgment of the District as to the Work, it is intended that such requirement, direction, review, or judgment will be solely to observe and evaluate, in general, the completed work for compliance with the requirements of the Contract Documents, unless otherwise specifically stated and does not waive or alter the Contractor's responsibility for completion of the Work in compliance with the Project Documents.

C. Reasonably Implied Parts of Work Shall Be Done Though Absent From the Drawings or Specifications: Any part of the Work which is not mentioned in the Specifications but is shown on the Drawings, or any part not shown on the Drawings but described in the Specifications, but is necessary or normally required as a part of such Work, or is necessary or required to make each installation satisfactorily or legally operable, shall be performed by the
Contractor as incidental Work without extra cost to the District, as if fully described in the Contract Documents, and the expense thereof shall be included in the price bid.

1.06 AMENDING CONTRACT DOCUMENTS

A. The Contract Documents may be amended after execution of the Agreement to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. A Change Order, or
2. A Unilateral Change Order, or
3. Force Account Change Order.

B. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

1. District's written interpretation or clarification.
2. Architect's supplemental instructions or notes added to shop drawings or samples.

1.07 PRECEDENCE OF DOCUMENTS

A. The Contract Documents are complementary and shall have no order or precedence. Anything mentioned in Specifications and not shown on Drawings, or shown on Drawings and not mentioned in Specifications, shall be of like effect as if shown or mentioned in both. In case of difference between Drawings and Specifications, if true intent is not obvious, the Contractor shall submit a Request for Information and a determination will be made by the District, as provided in Paragraph 1.05A hereinabove. Omissions from Drawings or Specifications or mis-description of details of work which are manifestly necessary to carry out the intent of Drawings and Specifications, or which are customarily performed, shall not relieve the Contractor from performing such omitted or mis-described details of work; they shall be fully performed as if fully and correctly set forth and described in the Drawings and Specifications.

1.08 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

A. The Contract Documents were prepared for use for the Work of this Contract only and are owned by the District. No part of the Contract Documents shall be used for any other construction or for any other purpose except with the written consent of the District. Any unauthorized use of the Contract Documents is at the sole liability of the user.

1.09 CONFERENCES AND MEETINGS:

A. See INVITATION FOR BIDS on whether a Pre-bid Conference will be held or not. The site may be inspected at the times noted in the INVITATION FOR BIDS. Where an appointment is shown as required, Bidders shall follow the procedure stated. Questions regarding the extent, nature, and details of the work shall be directed to Facilities Planning & Construction, PCCD.

B. Upon notification to the Contractor that he/she is the lowest responsible bidder, an itemized summary, known as the Schedule of Values, must be submitted during the Pre-construction Conference. The Schedule of Values must reflect the Original Bid.
C. The Contractor and/or his representative shall attend a conference at the Project Site at the beginning of construction for the purpose of determining Contractor's access to, and use of the site, verifying utilities, and such other items as may be pertinent to the start of construction.

D. Progress meetings will be held at the frequency, (typically weekly) day and time as determined by the Owner's representative for this project. The Contractor and each Subcontractor will attend these meetings to discuss current issues and coordination. Architect, consultants, and Inspectors may also be required to attend as needed. The purpose of these meetings is to provide a formal and regular forum for the project team to coordinate and present questions, problems and issues that need to be addressed. It will also provide an opportunity to review the progress on previous issues and action items along with submittal and schedule review.

E. Special meetings may be requested by the Owner and may include any members of the project team.

F. Contractor shall give a minimum of 48 hours prior notice to Owner, through Architect on Construction Project before expected work completion. Meeting and walk-through to be scheduled at site, wherein an inspection of work shall be made by all parties concerned on construction, to determine completeness and conformity of the work to the Contract. Deficiencies observed and noted shall be given to the Contractor in writing and as per SECTION 9.07 A of the GENERAL CONDITIONS titled PROJECT COMPLETION AND FINAL PAYMENT, all deficiencies shall be corrected to the satisfaction of the Owner.

ARTICLE 2 - DISTRICT'S RESPONSIBILITIES

2.01 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT

A. The District shall furnish surveys and reports describing physical characteristics, legal limitations for the site of the Project, and a legal description of the site.

B. The District shall provide for approval by the California Division of the State Architect and shall pay all permanent utility service connection fees. All other permits, easements, approvals, and other charges required for construction shall be secured and paid for by the Contractor.

1. The District will furnish to the Contractor an approved set of plans and specifications.

2. The District's responsibility in respect of certain inspections, tests, and approvals is set forth in Paragraph 13.05.

C. The foregoing are in addition to other duties and responsibilities of the District enumerated herein in these General Conditions.

D. The Contractor will be furnished up to four (4) sets of Drawings and Specifications and one (1) reproducible set of Drawings and Specifications at no cost. The Contractor shall pay the reproduction costs of any additional sets required. Subsequent modifications, Change Orders, and Proposed Change Orders will be issued in the same manner.

2.02 DISTRICT'S RIGHT TO STOP THE WORK

A. The District may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. Any District Stop Work Order shall be in writing, signed by an authorized District representative specifically so empowered by the District in writing.
B. However, the right of the District to stop the Work shall not give rise to a duty on the part of
the District to exercise this right for the benefit of the Contractor or any other person or
entity.

C. Reasons for Stop Work Order include, but are not limited to, the following:

1. If the Contractor fails to correct Work, which is not in accordance with the requirements
   of the Contract Documents.

2. If the Contractor fails to carry out Work in accordance with the Contract Documents.

3. If the Contractor disregards the authority of the authorized District representative.

4. If the Contractor disregards the Laws and Regulations of any public body having
   jurisdiction.

5. If the Contractor violates in any substantial way any provisions of the Contract
   Documents.

6. Failure to maintain current certificates of insurance on file with the District.

7. When original contract work is proceeding but will be modified by pending Contract
   Modification.

2.03 DISTRICT'S RIGHT TO CARRY OUT THE WORK

A. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract
   Documents and fails within a seven-day period after receipt of written notice from the District
to commence and continue correction of such default or neglect with diligence and
promptness, the District may after such seven-day period give the Contractor a second
written notice to correct such deficiencies within a second seven-day period. If the Contractor
within such second seven-day period after receipt of such second notice fails to commence
and continue to correct any deficiencies, the District may, without prejudice to other remedies
the District may have, correct such deficiencies. In such case an appropriate Change Order
shall be issued deducting from payments then or thereafter due the Contractor the cost of
correcting such deficiencies, including compensation for the District representative's additional
services and expenses made necessary by such default, neglect or failure. If payments then
or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall
pay the difference to the District.

2.04 NO WAIVER OF RIGHT

A. Neither the inspection by the District or its authorized agents or representatives, nor any
order or certificate for the payment of money, nor any payment for, nor Acceptance of the
whole or any part of the Work by the District, nor any extension of time, nor any position
taken by the District or its authorized agents or representatives shall operate as a waiver of
any provision of this Contract, or of any power herein reserved by the District or any right to
damage herein provided, nor shall any waiver of any breach of this Contract be held to be a
waiver of any other or subsequent breach.

B. All remedies provided in this Contract shall be taken and construed as cumulative; that is, in
addition to each and every other remedy herein provided; and the District shall have any and
all equitable and legal remedies, which it would in any case have.

2.05 DISTRICT'S ADMINISTRATION OF THE CONTRACT
A. The District has designated the District Representative as its representative during construction. The designated authorized representatives of the General Services Office will have limited authority to act on behalf of the District. The District may at any time during the performance of this Contract, make changes in the authority of any representative or may designate additional representatives. These changes will be communicated to the Contractor in writing. The Contractor assumes all risks and consequences of performing the Contract in accordance with any order, including but not limited to instruction, direction, interpretation or determination, of anyone not authorized to issue such order.

B. The District will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The District will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The District will not have control over or charge of and will not be responsible for the acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

C. The District will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data, Samples and other submittals, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. The District's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor or separate contractors, while allowing sufficient time in the District Consultant's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The District's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract Documents. The District's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. The District's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

D. Administration of construction per Title 24 shall include the following delineation of responsibilities: Duties of architect, structural engineer, or professional engineer per Section 4-341; Duties of contractor per Section 4-343; and Verified reports per Sections 4-336 and 4-343.

2.06 CLARIFICATION AND REQUEST FOR CHANGE (RFC) NOTIFICATION

A. If in the opinion of the Contractor, the Contract Documents are not sufficiently detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should District's comments on submittals returned to the Contractor appear to change the requirements of the Contract, the Contractor shall request written clarification by submitting a Request for Information (i.e. RFI) within seven (7) calendar days of discovery. Should any clarification (e.g., response to the Contractor's RFI), in the opinion of the Contractor, exceed the requirements of the Contract Documents, a written notice in a form approved by the District (i.e. Request for Change) shall be given to the District, within seven (7) calendar days of receipt of the District's clarification, and before proceeding with the Work thereof. Non-receipt of such notice, or proceeding with Work pertaining to said notice shall be construed as relieving the District of any Request for Change or Claim for added cost or an extension of time arising there from.

2.07 RESOLUTION OF RFCs & CLAIMS

A. Request for Change
1. A Request for Change (RFC) is a document prepared by the Contractor to seek additional compensation and time from the District.

2. The Contractor and the District shall make good-faith attempts to resolve any and all RFCs that may arise during the performance of the Work of this Contract. Within seven (7) calendars of the written RFC to the District, the Contractor shall provide a written RFC narrative explaining its reasons for requesting additional compensation or time. The written RFC narrative shall reference all related schedule activities and contract specification sections and drawings directly pertaining to the RFC.

3. The District will review the Contractor's timely written RFC narrative, and provide a decision within thirty (30) calendar days after receipt of the Contractor's RFC written narrative. Unless otherwise directed by the District in writing, the Contractor shall diligently proceed with the Work in accordance with the District's decision.

B. Claim:

1. "Claim" means a written demand or written ascertain by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of Contract terms, or other relief arising under or relating to this Contract. A voucher, invoice, other routine request for payment, or an RFC submitted by the Contractor shall not be considered a claim under the Contract until it complies with the notification and documentation requirements of this Article. The Contractor hereby waives any evidentiary privilege, if any is applicable, that may attach to said claim and otherwise render it inadmissible as evidence in a court of law.

2. If, after receiving the District's decision in response to the Contractor's written RFC narrative, the Contractor still considers the Work required of it to be outside the requirements of the Contract Documents, it shall notify the District by submitting a written notice of potential claim within seven (7) calendar days after receiving the District's decision.

3. Within thirty days of receiving the District's decision in response to the Contractor's written RFC narrative, the Contractor shall submit a claim with all the documentation required by Article 2.07C and 2.07D. The Contractor hereby agrees that failure to provide written notice of potential claim to the District within seven (7) calendar days, and all required documentation within thirty (30) calendar days, will result in the Contractor waiving its right to additional compensation and time pertaining to said claim.

4. Upon receipt of the Contractor's claim and all documentation required by Article 2.07C and 2.07D, the District will review said claim and render a final decision in writing.

C. Certification:

1. The Contractor, under penalty of perjury, shall submit with the claim its and Subcontractors' certification that:

   a. The claim is made in good faith.

   b. Supporting data are accurate and complete to the best of the Contractor's and/or Subcontractor's knowledge and belief.

   c. The amount requested accurately reflects the Contract adjustment for which the Contractor believes the District is liable.

   d. That any privilege, if any is applicable, that would prevent the claim or its contents from being admitted as evidence in any judicial or quasi-judicial forum,
is waived by the contractor and any party involved in the presentation of the claim.

2. If the Contractor is an individual, the certification shall be executed by that individual.

3. If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

4. If a false claim is submitted, it will be considered fraud and the Contractor will be subject to damages and criminal prosecution.

5. In regard to any claim or portion of a claim for Subcontractor work, the Contractor shall fully review said claim and certify said claim, under penalty of perjury, to have been made in good faith.

6. The Contractor hereby agrees that failure to furnish certification as required hereinbefore will result in the Contractor waiving its right to the subject claim.

D. Claim Format:

1. The Contractor shall submit the claim documentation in the following format:

   a. Summary of claim merit and quantum plus clause under which the claim is made.

   b. List of documents relating to claim:

      1) Specifications.

      2) Drawings.

      3) Clarifications/Requests for Information/Requests for Change.

      4) Schedules.

      5) Other.

   c. Chronology of events and correspondence.

   d. Analysis of claim merit.

   e. Analysis of claim cost.

   f. Cover letter and certification.

   g. Attachments:

      1) Specifications.

      2) Drawings.

      3) Clarifications/Requests for Information/Requests for Change.

      4) Correspondence.

      5) Schedules.
ARTICLE 3 - CONTRACTOR’S RESPONSIBILITIES

3.01 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS

A. The Contract Documents are diagrammatic and do not show every detail but show the purpose and intent only, and the Contractor shall comply with their true intent and meaning, taken as a whole, and shall not avail itself of any manifest error, omission, discrepancy or ambiguity which appear in the Contract Documents, instructions or work performed by others.

B. The Contractor shall verify all dimensions and determine all existing conditions that may affect its Work adequately in advance of the Work to allow for resolution of questions without delaying said Work, and shall be responsible for the accuracy of such dimensions and determinations.

C. Using a uniformly standard RFI form, the Contractor shall notify the District in writing immediately upon discovery of errors, omissions, discrepancies or ambiguities, and a clarification will be issued as to the procedure to be followed.

D. If the Contractor proceeds with any such Work without receiving such clarification, it shall be responsible for any and all resulting damage, including but not limited to that occasioned by delay, and defects.

E. The Contractor during the progress of the Work, shall review the appropriate portions of the Contract Documents a minimum of thirty (30) days, or as required to maintain progress of the Work, prior to commencement of the related Work for the expressed purposes of checking for any manifest errors, omissions, discrepancies or ambiguities. The Contractor shall not be entitled to any compensation for delays, disruptions, inefficiencies or additional administrative effort caused by the Contractor's untimely review of the Contract Documents.

F. The Contractor shall be responsible for its costs and the costs of its subcontractors to implement and administer a Request for Information (RFI) system throughout the Contract duration. Such costs shall include the distribution of RFIs to its subcontractors, subcontractor reviewing and posting of RFIs, and coordinating the clarification responses by its subcontractors. The Contractor shall be responsible for both the District and District's administrative costs for answering its RFIs where the answer could reasonably be found by reviewing the Contract Documents.

3.02 SUPERVISION AND CONSTRUCTION PROCEDURES

A. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

B. The Contractor shall supervise and coordinate the Work of its subcontractors so that information required by one will be furnished by others involved in time for incorporation into the Work in the proper sequence and without delay of materials, devices, or provisions for future Work.

C. Whenever the Work of a subcontractor is dependent upon the Work of other subcontractors or contractors, then the Contractor shall require the subcontractor to:

1. Coordinate its Work with the dependent work.
2. Provide necessary dependent data and requirements.

3. Supply and/or install items to be built into dependent work of others.

4. Make provisions for dependent work of others.

5. Examine dependent drawings and specifications and submittals.

6. Examine previously placed dependent work.

7. Check and verify dependent dimensions of previously placed Work.

8. Notify Contractor of previously placed dependent work or dependent dimensions which are unsatisfactory or will prevent a satisfactory installation of its Work.

9. Not proceed with its Work until the unsatisfactory dependent conditions have been corrected.

D. The Contractor shall immediately comply with any and all orders and instructions given in accordance with the terms of this Contract by the District, but nothing herein contained shall be taken to relieve the Contractor of any of its obligations or liabilities under this Contract, or of performing its required detailed direction and supervision.

E. The Contractor shall at all times from the issuance of the Notice to Proceed until Project Completion of the herein specified Work and during the various guarantee periods, permit the District, its agents and authorized representatives to visit and inspect the Work, the materials and the manufacture and preparation of such materials and subject them to inspection and rejection if the Work does not conform to the requirements of the Contract Documents. This obligation shall include maintaining proper facilities and safe access for such inspection. Where the Contract requires Work to be tested and/or inspected, it shall not be covered up until inspection and approval by the District, and the Contractor shall be solely responsible for notifying the District at least two (2) working days prior to performing such Work, so that necessary arrangements for inspection and testing can be made. Should any such Work be covered without such test and approval, it shall be uncovered and recovered at the Contractor’s expense, regardless of whether or not the Work is in conformance.

F. With the exception of emergency or safety measures, no work shall be performed on Saturday, Sunday or legal holiday. Should any work become necessary during that time period, the Contractor shall give notice to the District of such desire and request and obtain its written permission at least two (2) working days prior to performing such Work, or such other period as may be specified, so that the District may make the necessary arrangement for testing and inspection.

G. If either concealed conditions or unknown physical conditions of unusual nature (different materially from those ordinarily encountered and generally recognized as inherent in the Work) are encountered below the surface of the ground or concealed in existing construction and which affect the performance of the Work of this Contract, the Contractor shall immediately notify the District of such conditions. The Contractor shall also inform the District as to how such conditions affect its Work and shall also recommend methods to overcome such conditions. The Contractor shall then wait for instructions in writing from the District prior to proceeding with the affected Work.

H. If the Contractor is notified that a clarification is forthcoming from the District, any Work performed before the receipt of same shall be coordinated with the District to minimize the effect of the clarification on Work in progress. Any Work performed after notification but before receipt of clarification and not so coordinated shall be at the Contractor’s risk.
I. Material, Work or workmanship which, in the opinion of the District, or its authorized representatives does not conform to the Contract Documents, or is not equal to the samples submitted to and approved by the District, or is in any way unsatisfactory or unsuited to the purpose for which it is intended, will be rejected. The Contractor shall bear the cost of correcting non-conforming Work. The Contractor shall make a close inspection of all materials as delivered, and shall promptly return all defective materials without waiting for their rejection by the District.

J. The Contractor shall remove all rejected material and Work, and all defective and non-conforming Work, from the site without delay. If the Contractor fails to remove such Work within forty-eight (48) hours after having been so directed by the District, the District may perform the removal and the cost of such removal shall be deducted from progress payments.

K. All defective and non-conforming Work discovered shall be corrected immediately by the Contractor, and any unsatisfactory materials shall be rejected, notwithstanding that they may have been overlooked by authorized inspection. Inspection of the Work shall not relieve the Contractor of any of its obligations to perform satisfactory Work as herein prescribed.

L. Failure or neglect on the part of the District or any of its authorized agents and/or representatives to condemn or reject defective and non-conforming Work or materials shall not be construed to imply acceptance of such Work or materials or waiver of any claim or right if it becomes evident at any time prior to Project Completion; neither shall it be construed as barring the District at any subsequent time from the recovery of damages or of such a sum of money as may be needed to build anew all portions of the Work in which fraud was practiced or improper materials or workmanship used whenever found.

M. The Contractor shall carry on the Work and adhere to the construction schedule required to be submitted under the requirements of the Contract Documents during all disputes or disagreements with the District. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the District and the Contractor may otherwise agree in writing.

N. The Contractor shall make and submit to the Division of the State Architect such verified reports as required by California Code of Regulations, Title 21, Section 36, and Title 24 Sections 4-336 and 4-343

3.03 LABOR AND MATERIALS

A. The Contractor shall employ only competent and skillful persons to perform the Work, and whenever the District shall notify the Contractor that any employee on the Work is, in the District's judgment, incompetent, unfaithful, disorderly or refuses to carry out the provisions of the Contract, such employee shall be removed from the Work.

B. In order that the District can determine whether the Contractor has complied or is complying with the requirements of the Contract, which are not readily enforceable by inspection, and test of the Work and materials, the Contractor shall upon request submit properly authenticated documents or other satisfactory proof of its compliance with such requirements.

C. Except in the event of emergency, no substantial field operations shall be performed outside regular working hours without prior notification to, and permission by, the District. Should the Contractor perform Work outside regular working hours, the District shall be compensated for all expenses in excess of those that would have been incurred had the work been performed during regular working hours. The Contractor will not be entitled to additional compensation for Work performed outside regular working hours except as otherwise expressly authorized in writing by the District prior to the performance of such overtime Work. Any additional
compensation for such authorized overtime shall be limited to the direct cost of the premium portion of such authorized overtime.

D. Before ordering materials, equipment, or performing Work, the Contractor shall verify indicated dimensions. If a discrepancy exists, the Contractor shall notify the District of same immediately. The District will then clarify the intended design. The Contractor shall take field measurements required for the proper fabrication and installation of the Work in a timely fashion in accordance with Article 3 herein. Upon commencement of any item of Work, the Contractor shall be responsible for dimensions related to such item of Work.

E. All materials and equipment shall be delivered, handled, stored, installed, and protected to prevent damage in accordance with best current practice in the industry, in accordance with manufacturers' specifications and recommendations, and in accordance with Contract Document requirements. The Contractor shall store packaged materials and equipment in their original and sealed containers, marked with the brand and manufacturer's name, until ready for use. The Contractor shall deliver materials and equipment in ample time to facilitate inspection and tests prior to installation. Damaged materials or equipment will be rejected.

F. Unless otherwise specified in the Contract Documents, the Contractor shall provide and assume full responsibility for all materials, equipment, labor, transportation, construction equipment, and machinery, tools, appliances, fuel, power, light, heat, telephone, water sanitary facilities and incidentals necessary for the provision, performance, testing, start-up, and completion of the Work.

3.04 WARRANTY

A. The Contractor warrants to the District that materials and equipment provided under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects and of the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents.

B. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by District's abuse, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage.

C. If required by the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.05 TAXES

A. The Contractor shall pay sales, consumer, use and other taxes, which are applicable during the performance of the Work or portions thereof provided by the Contractor. Payment shall apply to all such taxes, whether or not in effect when Bids were received.

B. Federal excise tax is not applicable to the Work, products and services supplied under the Contract.

1. The Contractor will be issued an exemption certificate on request.

3.06 PERMITS, FEES AND NOTICES

A. The Contractor shall pay all utility charges for temporary connections to the Work.

B. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for all permits (other than approval by the Division of the State Architect), governmental fees (other than permanent utility service connection fees), licenses, and inspections (other than
required and special inspections which are to be performed at the expense of the District to comply with prevailing laws and regulations) necessary for proper execution and completion of the Work.

1. The Contractor shall coordinate and obtain the permits.

2. The Contractor shall pay all temporary sewer connection fees under the provisions for Allowances in the General Requirements.

C. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

D. If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes, and rules and regulations, it shall promptly notify the District in writing, and necessary changes shall be accomplished by appropriate Modification.

E. If the Contractor performs Work knowing, or should have know, it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the District and District, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs of correction.

F. The Contractor shall keep the Building Permit, with an approved set of plans and specifications at the job site readily available for inspection during regular hours for the duration of the Contract.

G. The Contractor shall arrange for all required inspections and special inspections with the appropriate District agency and notify the District, so that a District representative will be present at these inspections.

H. The Contractor shall be responsible for submitting all shop drawings, product data, and manufacturer's certificates to the appropriate District agency for approval as may be required under the conditions of applicable permits (e.g., Division of the State Architect).

3.07 SUPERINTENDENTS

A. The Contractor shall at all times be represented at the site by a full time and English speaking project manager or the superintendent whom it has authorized in writing to make decisions, receive and carry out any instructions that may be given to it or them by the District, and the Contractor will be held liable for the faithful observance of such instructions. Prior to the issuance of Notice to Proceed, the Contractor shall inform the District, in writing, of the names, addresses and telephone numbers of its key personnel whom it has authorized to act as its representatives at the site and who are to be contacted in case of emergencies on the job during non-working hours, including Saturdays, Sundays and Holidays.

B. The District reserves the right to approve the Contractor's project manager, assistant project manager, general construction superintendents, project coordinator, project engineers, project schedulers, and foremen, and the right to reject them at any time at the District's sole discretion. The District also reserves the right to refuse replacement of the Contractor's superintendents and foremen if it believes such replacement will negatively affect the Contract.

3.08 CONSTRUCTION AND SUBMITTAL SCHEDULES

A. Basic Progress Schedule:
1. Unless a Computerized CPM Progress Schedule as described in Paragraph B below is required by the Instructions to Bidders, Contractor shall submit a Basic Progress Schedule within seven (7) days after Notice to Proceed and before starting any work.

2. The Basic Progress Schedule shall be in the form of a time scaled bar chart (Gantt Chart) consistent in all respects with the time and order of Work required by the Contract, in sufficient detail to show the chronological relationship of all activities of the Project including but not limited to planned starting and completion dates of various activities, submittal of shop drawings, procurement of materials and equipment, and scheduling of deliveries and equipment.

3. The basic progress schedule shall be updated once a month or more frequently if requested by the District.

4. Owner will review the Basic Progress Schedule or revision for conformance with Contract requirements. Within seven (7) days after receipt, Owner will accept the Basic Progress Schedule as feasible or will return it with comments, in which case Contractor shall use Owner's comments and revise the Basic Progress Schedule accordingly.

B. Computerized CPM Progress Schedule

1. The Contractor shall provide a computerized CPM Schedule if required by the Division 1 of the specifications. The Contractor shall use Primavera Project Planning Software or Microsoft Project and shall provide the Owner with file on 3 1/2” IBM compatible computer disk. If the contractor wishes to use any other scheduling software, approval must be first obtained from the owner. At its sole discretion the owner reserves the right to reject the use of any software other than the two stated here. The time of completion of the Project and each milestone shall adhere to the start and finish times in the Notice to Proceed, unless the Contractor requests and Owner approves in writing an earlier time of completion. Approval of such request shall be entirely at the Owner's discretion. If an earlier time of completion is approved, liquidated damages will be accessed after the new date of completion.

2. A schedule orientation meeting shall be held 14 days after the Notice to Proceed where the Contractor will be prepared to discuss the schedule, sequence of operations, cost, manpower, and equipment loading methodology. This meeting shall be attended by the Contractor’s Project Manager and Scheduler, Owner’s Representative, Architect (if desired), other Contractor’s key personnel, major Subcontractors and Suppliers. This meeting will also discuss the monthly update requirements, reports, schedule revisions, cost breakdowns, data exchange, etc.

3. Within thirty (30) days after Notice to Proceed, the Contractor shall submit one (1) reproducible, three(3) prints, and 3-1/2” computer disks for Primavera Project Planning or Microsoft Project format of the detailed schedule. The Contract Schedule shall:

   a. Provide a time scaled CPM diagram in a format acceptable to the owner. A schedule may be rejected if in Owner's opinion any item is unbalanced.
   b. Provide a list identifying all imposed constraints.
   c. Indicate activity calendars used.
   d. Identify as a separate activity procurement of major equipment, date of ordering through receipt and inspection at the project site.
   e. Identify as separate activities Owner furnished materials and equipment.
   f. Identify as separate activities all submittals.
g. Detail activities for each milestone to show the plan for completion of the work for each milestone within the time specified.

h. Show dependencies (or relationships) and logic ties between activities. Open-ended activities will not be permitted.

i. Show the major equipment required for perform each activity, if applicable.

j. Show a responsibility code for each activity corresponding to the subcontractor responsible for performing the work.

k. Show the number of days needed for completion inspections, completion of punch list items, and final clean-up for the work associated with each milestone within the Contract time limit.

l. Show interface flag points of coordination with the work of other Contractors engaged by Owner at the site.

5. No activity on the schedule shall have a duration longer than fifteen (15) days, with the exception of submittals, fabrication, procurement and punch list activities, unless otherwise approved by Owner. Activity duration shall be the total number of actual days required to perform that activity including consideration of weather impact on completion of that activity. If an item of work is divided into two or more activities to meet maximum duration requirement, this division of work shall be done in a manner that is logical to the progress of the work (and not by dividing the work into percentages). Do not schedule activities that are dependent on submittal approval and/or material delivery to start earlier than the expected approval or delivery dates.

6. No more than twenty five percent (25%) of construction activities are to be considered as critical or near critical (having 10 days or less of float). Activities related to the procurement of materials and equipment (submit shop drawings, review shop drawings, manufacture of equipment, and shipping) shall not be included in the calculation of the allowable percentage of critical activities as defined above. The work shall be planned so that the schedule will reflect a true critical path, which will run through the start and finish of actual work activities. Critical path shall not run through activity lags and leads.

7. The contract schedule shall represent a practical plan to complete the work within the contract time, be suitable for monitoring progress of the work, and be in sufficient detail to demonstrate adequate planning of the work.

8. The schedule shall allow for Special District events where the District will not allow noisy, dusty or disruptive construction work. These specific dates, if any, are identified in Division 1 of the specifications.

9. Schedules shall include and allow adequate duration for work performed by District (inspections, District-furnished equipment, work by other contractors that interface with this contract).

10. District's acceptance of or review comments about schedule or scheduling data shall not relieve the contractor from its sole responsibility to plan for, perform, and complete the work within the contract time. Failure of District to discover errors or omissions in schedules it has reviewed, or to inform contractor or subs that they are behind schedule, or to direct or enforce procedures for complying with contract schedule shall not relieve the contractor from its sole responsibility to plan for, perform, and complete the work within the contract time.

11. The Owner will review this schedule when submitted and return to the Contractor within fifteen (15) days. The Contractor shall revise the schedule and resubmit within seven (7) days.
12. Once this schedule is modified to be acceptable to the Owner, the schedule becomes the Accepted Contract Schedule. If the Contractor desires to change the methods or scheduling of work, the Contractor must submit the request in writing. This request will be accepted or rejected by the Owner. This change may be tracked by a change order depending upon the severity of the change. If any critical activity falls more than seven (7) days behind schedule, Contractor must submit a recovery plan within seven (7) days.

13. The Contractor shall submit a monthly update to the schedule with the payment application. The payment application will not be processed for payment without a satisfactory monthly updated schedule. The monthly update will include the Contractor's estimated percentage completion for each activity and actual start/finish dates. The update shall also include a narrative report describing any changes made to schedule logic, the effects of change orders identified and reflected in the updated schedule, and any other problem areas including a recovery plan.

14. A Short Interval Schedule (SIS) will be submitted weekly and will be discussed in progress meetings. The interval shall be three weeks: this week and two weeks ahead. The SIS must include the status of milestones and completion dates.

15. The Owner may request any report formats of the schedule at any time.

C. The Contractor shall prepare, submit and keep current, for the District's information, a schedule of submittals which is coordinated with the Contractor's construction schedule in accordance with the General Requirements and allows the District reasonable time to review submittals.

3.09 DOCUMENTS AND SAMPLES AT THE SITE

A. The Contractor shall maintain at the site for the District one (1) record copy of the Drawings, Specifications, Addenda, Change Orders, RFIs, and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals, all in accordance with the General Requirements. These shall be available to the District representative and shall be delivered to the District prior to Project Completion.

3.10 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES, OPTIONS, AND SUBSTITUTIONS

A. Product Options and Substitutions:

1. Summary

   a. Provide products listed in Contract Documents, products by manufacturers listed in Contract Documents, and products meeting specified requirements.

   b. Procedures are described for requesting substitutions of unlisted materials lieu of materials named in Specifications or approved for use in addenda.

   c. Within thirty five (35) days after the date of Notice to Proceed, submit to the District a complete list of major products, which are proposed for substitution, with name of manufacturer, trade name, and model.

   d. List products by Specification Section number and title.

2. Product Options
a. For products indicated or specified only by reference standard, select any product meeting such standard.

b. For products indicated or specified by naming one or more projects or manufacturers, select products of any named manufacturer, which meet the specified requirements.

c. For a product or manufacturer, which is not specifically named, submit request for substitution.

d. Where terms “or equal,” “or approved equal,” or similar references are made, submit request for substitution for product or manufacturer not specifically indicated or named in Specifications.

e. For products indicated or specified by naming only one product and manufacturer, followed by the words “no substitution allowed,” there is no option.

3. Substitutions, General

a. Within a period of thirty five (35) days after date of Notice to Proceed, the District will consider formal requests for substitutions from the Contractor only under the following conditions:

1) The burden of proof as to the type, function, and quality of any substitute material or equipment shall be upon the Contractor.

2) The District will be the sole judge as to the type, function, and quality of any substitute material or equipment, and the District's decision shall be final.

3) The District may require the Contractor to furnish at the Contractor's expense additional data about the proposed substitute.

4) The District may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute.

5) Acceptance by the District of a substitute item proposed by the Contractor shall not relieve the Contractor of the responsibility for full compliance with the Contract Documents and for adequacy of the substitute item.

6) The Contractor shall be responsible for resultant changes and all additional costs which the accepted substitution requires in the Contractor's Work, the Work of its subcontractors of all tiers, and of other contractors, and shall effect such changes without cost to the District.

a) In the event of monetary benefit, seventy-five percent (75%) of the amount of the benefit shall go to the District and twenty-five percent (25%) shall go to the Contractor.

7) After the thirty five (35) day period, requests will be considered only when a product becomes unavailable due to no fault of Contractor. In such cases, all of the provisions of this Section shall still apply.

8) Costs for reviewing substitution requests submitted after thirty five (35) days shall be deducted from progress payments due the Contractor.
Costs shall include District’s cost, and Architect’s and Architect’s Sub consultants’ fees.

a) There will be no cost to the Contractor for reviewing substitution requests after thirty five (35) days in cases where the product has become unavailable due to no fault of Contractor.

b. Substitutions will not be considered for acceptance when:

1) They are indicated or implied on submittals without a formal request from Contractor.
2) They are requested directly by a subcontractor or supplier.
3) Acceptance will require substantial revision of Contract Documents.

c. Substitute products shall not be ordered without written acceptance of the District.

d. The District will determine the acceptability of proposed substitutions and reserves the right to reject proposals due to insufficient information.

e. Substitutions required by inability to obtain materials specified will not be acceptable grounds for increase in Contract Sum or time of completion of Contract.

f. Notify District during the thirty five (35) day period after Notice to Proceed where use of products indicated or specified would delay completion of Contract.

4. Contractor’s Representation

a. Requests constitute a representation that Contractor:

1) Has investigated the proposed substitution and determined that it is equal to or superior in all respects to the product indicated or specified.
2) Will furnish the same guarantee/warranty or bond for the proposed substitution as for the product indicated or specified.
3) Will coordinate the installation of an accepted substitution into the Work, and make such other changes as required to complete the Work in accordance with the Contract Documents and applicable regulatory requirements.
4) Waives claims for additional costs associated with the substitution, which may subsequently become apparent.
5) Will pay costs of changes to Contract Documents required by accepted substitutions.

5. Procedures for Proposing Substitutions

a. Requests for acceptance of a substitution shall be submitted to the District in written form and accompanied by sufficient information to enable proper evaluation.

b. Submit separate request for each product and support each request with:
1) Product identification with manufacturer's literature and samples where applicable.

2) Name and address of similar projects on which product has been used, and date of installation.

3) Complete technical data, including drawings, manufacturer's specifications, material safety data sheets (MSDS), costs, samples and test reports of the product proposed for substitution.
   
   a) Submit additional information, if required by the District

4) Data similar to that specified for the product for which substitution is proposed.

5) Submit data relating to changes in construction schedule.

6) Complete breakdown of costs, indicating the amount to be deducted from the Contract Sum, if the proposed substitution is accepted.

7) Signed statement that the proposed substitution is in full compliance with the Contract Documents and applicable regulatory requirements.

8) List of other Work, if any, which may be affected by the substitution.
   
   a) Contractor shall be responsible for the effect of a substitution upon related Work, and pay the additional costs generated thereby, including the cost of the Architect's and consultants' additional services associated therewith.

9) Information on availability on maintenance service, and source of replacement materials.

10) Sample of manufacturer's standard form of guarantee or warranty for the proposed substitution.

11) Where required, itemize comparison of proposed substitution with product specified and list significant variations.

12) Indicated accurate cost data comparing proposed substitution with product indicated or specified and amount of net change in Contract Sum.
   
   a) Include costs to other contractors and costs for revisions to Drawings, Details, or Specifications.

   c. Environmental Concerns:

   1) Project has been designed with special considerations for indoor air quality and environmental conditions including attempts to limit amounts of toxic chemicals, materials, and gases in building.

   2) Submittal of substitutions for items listed below shall provide specific information regarding environmental impact of substitutions related to toxic chemicals, materials, and gases.
3) Particleboard and Medium Density Fiberboard: Particleboard and medium density fiberboard are not acceptable as a substitution for any specified products.

4) Adhesives: Low-emitting adhesives have been specified; proposed substitutions shall be required to provide substantiating test reports indicating compliance with indoor air quality concerns.

   a) Submissions shall include all chemical components and their proportions in complete product.

   b) Include listing of all substances used in manufacture of product and identified in sample of air emitted from products that appear on any of the following lists.

   1) United States Environmental Protection Agency (EPA) Carcinogen Assessment Group (CAG) list of carcinogens.

   2) Clean Air Act Sections 109, 111, and 112.

   3) The National Toxicology Program’s latest published “Annual Report on Carcinogens.”

   4) IARC Human Carcinogens (Groups 1, 2A, and 2B).

   5) California Proposition 65 Carcinogens.

   6) California Proposition 65 Reproductive Toxins.

   c) Provide detection limits of analytical system for each relevant substance along with general information on sensitivity of analytical system.

   d) Include complete laboratory reports of any emissions tests conducted by the manufacturer or any contractor, agent, or other laboratory for the manufacturer, and any other evaluations of the impacts of the product’s emissions on indoor air.

6. District’s Review of Proposed Substitutions

   a. The District will review requests for substitutions and notify the Contractor in writing of its decision to accept or reject proposed substitutions. It shall be understood that:

      1) The District will use its own judgment in determining whether or not a product or item of equipment proposed is equal for the purpose intended quality to that specified:

      2) The decision of the District on all such questions of equality shall be final.

      3) No claim of any sort shall be made or allowed against the District, the Architect, Architect’s sub consultants, or any of their agents, employees, or sub consultants as a result of any final decision accepting or rejecting any proposed product or equipment.

   b. The District at its sole discretion will determine the acceptability of proposed substitutions, and its determination shall be final.
c. Acceptance of a proposed substitution shall not relieve the Contractor from responsibility for the proper execution of the Work and the other requirements of the Contract Documents.

d. If a proposed substitution is not accepted, use the product originally specified or indicated.

B. Shop Drawings, Product Data and Samples:

1. The Contractor shall review, approve, stamp, and submit to the District Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the accepted Submittal Schedule specified in the General Requirements. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

2. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples and other submittals until the respective submittal has been received, reviewed by the Architect and returned by the Architect. Such Work shall be in accordance with approved submittals. The Contractor is solely responsible for delays or disruptions to the Work caused by inadequate, uncoordinated, incorrect or late submittals. All submittals shall be submitted within thirty five (35) days after Notice to Proceed and shall be phased to support the Project Schedule as well as to allow Architect maximum review time. Contractor schedule should allow at least two (2) weeks for Architect's review of submittals. More time shall be allowed for particularly complex submittals or if a "substitution" will be submitted which may result in a re-submittal.

3. By approving and submitting Shop Drawings, Product Data, Samples and other submittals, the Contractor represents that it has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals for compliance with the Contract Documents and for coordination of the Work indicated in the submittal and with adjacent Work.

4. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples and other submittals unless the Contractor has specifically informed the Architect in writing attached to the submittal of such deviation at the time of submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the District's approval thereof. Any deviation shall also be indicated on such Shop Drawing, Product Data, Sample or related submittal.

5. The Contractor shall direct specific attention, in writing, for resubmitted Shop Drawings, Product Data, Samples and other submittals, to revisions other than those requested by the Architect on previous submittals.

6. Where a shop drawing or sample is required by the Specifications, any related Work performed prior to the Architect's review and approval of the pertinent submittal shall be at the sole expense and responsibility of the Contractor.

7. Number of copies submitted by the Contractor shall be:

   1) Shop Drawings 1 sepia reproducible
      3 blue line prints

   2) Catalogue cuts, brochures,
calculations, etc.: 7 minimum

3) Samples: 7 each as directed

8. After review of submittals by the Architect (or the Architect's Consultants), submittals will be returned to the Contractor, indicating one of the following actions:

   a) "Reviewed - No Exceptions Taken": No corrections or re-submissions required.

   b) "Reviewed - Make Corrections Noted": No re-submission required. Fabrication may proceed on the basis that corrections noted are incorporated in the work. If the Contractor cannot comply or disagrees with the corrections noted, he shall revise the submittal and resubmit before fabrication.

   c) "Revise and Resubmit": Re-submission required. Fabrication shall not proceed. Revise submittal as indicated.

   d) "Rejected": Re-submission required. Fabrication shall not proceed. Revise in accordance with the Contract Documents.

9. The Architect will return the reproducible copy of each shop drawing, two each of copies of catalogue cuts, brochures, calculations, etc. (or as many additional copies submitted by the Contractor over the required eight (8) minimum) and two (2) each of samples. The Contractor is responsible to obtain and pay for additional copies required for distribution to subcontractors, suppliers and the like. The Contractor shall transmit one copy of all submittals marked "Reviewed - No Exceptions Taken" and "Reviewed - Make Corrections Noted" to the Contractor's Field Office.

3.11 USE OF SITE

A. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

B. Notwithstanding the designation of Contract limits or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain portions or phases of the Work may require that certain operations be carried out beyond such designated limits.

C. Pumping, draining and control of surface and ground water shall be carried out so as to avoid endangering the Work or any adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof.

D. The Contractor shall assume full responsibility and shall promptly settle all claims for any damage to any such areas within the Contract limits, or to any adjoining areas of the owners or occupants thereof, resulting from the performance of the Work.

3.12 CUTTING AND PATCHING

A. The Contractor shall be responsible for all cutting, fitting, and patching of its Work as specified in the General Requirements that may be required to make its several parts fit together or to receive the work of other contractors shown upon, or reasonably implied by, the Contract Documents for the completed Work.

B. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the District or separate contractors by cutting, patching or
otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the District or a separate contractor except with written consent of the District. The Contractor shall not withhold from the District the Contractor's consent to cutting or otherwise altering the Work.

3.13 CLEANING UP

A. The Contractor shall keep the premises and surrounding area, including public areas immediately adjacent to the site such as temporary pedestrian walkways and sidewalks, free from accumulation of waste materials, rubbish, and excess materials.

1. The Contractor shall perform such clean up and removal regularly and as often as necessary.

2. At completion of the Work the Contractor shall remove from and about the Project site waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

B. If the Contractor fails to clean up as provided in the Contract Documents, the District may provide twenty-four (24) hour written notice to the Contractor and clean up, the cost of which shall be deducted from the amount due the Contractor under the Contract.

3.14 ACCESS TO WORK

A. During the performance of the Work, the District and its authorized representatives or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, may at any time, and for any purpose, enter upon the Work, the shops where any part of such Work may be in preparation, or the factories where any materials for use in the Work are being or are to be manufactured. The Contractor shall furnish safe facilities therefore, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as the District's interest may require.

3.15 ROYALTIES AND PATENTS

A. All fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with the performance of the Work or any part thereof, shall have been included in the Contract Sum. The Contractor shall save, defend, hold harmless, and fully indemnify the District and all its officers and employees connected with the Project, the District Architect, other parties designated in Article 11, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, from all damages, claims for damage, costs, or expenses in law or equity, including attorney's fees, that may at any time arise or be set up for any infringement of the patent rights, copyright or trademark of any person or persons in consequence of the use by the District, or any of its officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them, of articles to be supplied under the Contract and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same. This is in addition to all other hold harmless and indemnity clauses in the Contract Documents.

3.16 INDEMNIFICATION

A. Consistent with California Civil Code Section 2782, the Contractor shall assume the defense of, indemnify and hold harmless the District and all its officers and employees connected with the Project, the District's Representatives, other parties designated in Article 11, and all of their officers, agents, members, employees, authorized representatives, or any other persons deemed necessary by any of them acting within the scope of the duties entrusted to them,
from all claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to attorney's fees, directly or indirectly arising out of, connected with or resulting from the performance of the Work. Such duties to release and save District harmless shall apply to liability incurred or claimed to have been incurred as a result of negligence, regardless of responsibility for such negligence, including the active negligence of the District, the District Representatives, other parties designated in Article 11, and all of their agents, officers, members, employees, authorized representatives or any other persons deemed necessary by any of them. This indemnification shall not be valid in the instance where the loss is caused by the sole negligence, willful neglect or intentional tort of any person-indemnified hereinabove.

B. In the event that the Contractor and its insurance carrier(s) in bad faith refuse to negotiate and compensate a third party or parties for property damage or personal injuries which arise out of the Contractor's performance of the Work, the District shall have the right to estimate the amount of damages and to pay the same, and the amount so paid shall be deducted from the amount due the Contractor under this Contract; or an appropriate amount shall be retained by the District until all suits or claims for said damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect shall have been furnished to the District.

3.17 COMPUTERIZED JOB COST REPORTING SYSTEM

A. The Contractor and its subcontractors with contracts over $1,500,000 shall maintain computerized monthly job cost reporting systems which shall be adequate to meet the documentation and reporting requirements of the District. Such job cost reporting systems shall comply with acceptable cost accounting practices and principles and shall conform to acceptable standards, procedures and guidelines used in the construction industry for projects similar to the Work.

B. Such job cost reporting system's format and configuration shall follow the general format, which is consistent with the Contractor's original unaltered Contract bid estimate of the costs. Original Project budgets for each division of the cost code accounts shall be traceable to the estimate in the event of an audit.

C. The District's minimum requirements are as follows:

1. The system capability shall provide a status of the cost for the Project on a monthly and cumulative basis.

2. The system shall provide a comparison analysis of the original budgeted costs, actual costs, remaining cost to complete and projected cost to complete, including variances, if any.

3. Adjustments to the original budgets shall be identified and traced separately including adjustments for changes in the Work (e.g., potential change orders, change orders, and disputes/claims).

D. In addition to the District's other rights under the Contract Documents, the District shall have the right to review the Contractor's computerized job cost reports upon notice to the Contractor. Failure to maintain computerized monthly job cost reports in accordance herewith shall constitute a waiver by the Contractor of its rights to seek additional compensation for delay, disruption, loss of productivity and total cost claims.

ARTICLE 4 - (Not Used.)

ARTICLE 5 - SUBCONTRACTORS
5.01 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

A. Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, within five (5) working days after receiving bids, shall furnish in writing to the District, in addition to those in the Subcontractor's Listing Form, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the Work including lower tier Subcontractors. The District will promptly notify the Contractor in writing stating whether or not the District, after due investigation, has reasonable objection to any such proposed person or entity.

B. The Contractor shall not contract with a proposed person or entity to which the District has made reasonable and timely objection.

C. If the District has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the District has no reasonable objection. The District shall not be responsible for added costs, if any, of the Contractor retaining another person or entity.

5.02 SUBCONTRACTOR RELATIONS

A. By appropriate agreement 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 obligations and responsibilities which the Contractor, by these Documents, assumes toward the District. Each subcontract agreement shall preserve and protect the rights of the District under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. 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, and, upon written request of the Subcontractor, identify to the Subcontractor 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.

B. The Contractor shall require that each Subcontract (including, but not limited to contracts for provision of services, supply of goods, lease of equipment or tools, or labor) contain the following provision:

“Subcontractor does hereby release Contractor and the District, and save Contractor and the District harmless, from and against all claims and liabilities of every nature (including but not limited to injury to or death of Subcontractor's employees, injury or damage to property or persons, attorneys' fees, and court costs) directly or indirectly arising from the performance of this agreement, or, arising out of the failure of Subcontractor to comply with the requirement of the Subcontractor to provide a safe place to work (including as required by sections 3300, 6401 and 6406 of the California Labor Code) and from any claims, loss, damage, injury, death or liability however caused or incurred, including injury to or death of Subcontractor's employees, resulting directly or indirectly from the nature of the work or provision of supplies or rental of equipment or tools covered by this agreement. Such duties to release and save Contractor and the District harmless shall apply to liability incurred or claimed as a result of negligence, regardless of responsibility for such negligence, including the active negligence of the Contractor or the District, provided; however, that nothing in this agreement purports to or should be understood to provide for indemnity of Contractor or the District for Contractor’s or the District’s sole negligence or willful misconduct.”

C. The Contractor agrees to assign the above-described indemnification rights to the District upon the occurrence of the following events:
1. The making of any claim, institution of any proceeding to recover damages or establish liability as to the District, or the notification of an intent to bring any claim as against the District for any loss, damage, injury, or relief from conditions arising out of or in anyway related to the Work; and

2. Written demand from the District to the Contractor for assignment of the express indemnification rights contained in the Subcontracts or other contracts for the provision of services, supply of goods, lease of equipment or tools, or labor.

5.03 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

A. Except as otherwise provided herein, each subcontract agreement for a portion of the Work is assigned by the Contractor to the District provided that:

1. assignment is effective only after termination of the Contract by the District for cause pursuant to Article 14 of these General Conditions, and only for those subcontract agreements which the District accepts by notifying the Subcontractor in writing; and

2. assignment is subject to the prior rights, if any, of the surety, obligated by the bond provided under the Contract.

ARTICLE 6 - CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS

6.01 DISTRICT'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

A. The Contractor is alerted to the Project conditions of the areas in which work will be performed under the Contract. Certain governmental departments, public or private utility companies, and other contractors employed by the District may be working simultaneously with and in the vicinity of the Contractor's work areas, and the District may award other contracts which may similarly affect the Contractor's work.

1. Utility Relocation Work: The Contractor shall cooperate fully with all utility forces of the District or forces of other public or private agencies engaged in relocating, altering, or otherwise rearranging of any facilities which interfere with the progress or proper completion of the Work, and shall schedule the Work so as to minimize interference with said relocating, altering, or other rearranging of facilities.

B. When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the contractor who executes each separate District/Contractor Agreement.

C. The District reserves the right to perform other or additional work, within or adjacent to the limits of work specified at any time by the use of other forces or contractors. In the event that another contractor, in the course of performing work on behalf of the District, gives the Contractor written notice concerning work to be performed at the location(s) where the Contractor is already performing Work, and if the District grants approval, the Contractor shall fully cooperate with said contractor and shall schedule and coordinate its Work with the work of the other contractor and shall assume the following mutual responsibilities at no additional cost to the District.

1. The Contractor and the other contractor shall both execute identical agreements mutually indemnifying each other from any loss, damage, or injury that may be incurred as a result of the performance of work by the other while both are performing work in these areas.
2. The Contractor and the other contractor shall each add the other as an additional insured under their respective liability policies.

3. The party seeking to use portions of the construction site of the other to perform its work shall pay all direct costs incurred by the other party to accommodate its operations.

4. If the Contractor claims that delay or additional cost is involved because of such action by the District, the Contractor shall make such claim as provided elsewhere in the Contract Documents.

D. The District shall not be a party to any of the agreements between the Contractor and the other contractor and shall have no liability to the other party with regard to the lack of coordination and cooperation or the inability of a party to obtain work areas from the other party. The Contractor agrees to indemnify and hold harmless the District for any claims or losses that it or the other contractor may incur as a result of their inability to successfully negotiate the joint use of property under the control of one of the parties.

6.02 MUTUAL RESPONSIBILITY

A. The Contractor shall afford all such other contractors reasonable opportunity for storage of their materials, shall ensure that the execution of its Work properly connects and coordinates with work of all other pertinent contractors, and shall cooperate with said other contractors to facilitate the progress of the Work in such a manner as the District may direct.

B. Notice of Conflicting Conditions: Where the Contractor's Work is associated with that of another contractor, the Contractor shall examine the adjacent work and report in writing to the District any visible defect or condition preventing the proper execution of its Contract. If it proceeds without giving notice, the Contractor shall be held to have accepted the work or material and the existing conditions, and shall be responsible for any defects in its own Work consequent thereon, and shall not be relieved of any obligation or any guarantee because of any such condition or imperfection. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

C. To the extent that any part of the Contractor's Work is to interface with work performed or installed by other contractors, the Contractor shall inspect and measure the in-place work and promptly report to the District any defect in such in-place work that will impede or increase the cost of the Contractor's interface unless corrected. The District will require the contractor responsible for the defective work to make corrections so as to conform to its contract requirements, or, if the defect is the result of a default or omission in the Contract Documents, issue a change order. If the Contractor fails to measure, inspect and/or report defects that are reasonably discoverable, all costs of accomplishing the interface acceptably shall be borne by the Contractor. The foregoing does not apply to latent defects. The Contractor shall report latent defects in another contractor's work at any time such defects become known, and the District or its authorized representatives shall promptly thereafter take such steps as may be appropriate.

D. The Contractor shall notify the District in writing when another contractor on this Project fails to coordinate its work with the Work of this Contract as directed.

E. The Contractor shall suspend any part of the Work herein specified or shall carry on the same in such manner as may be specified or shall carry on the same in such manner as directed by the District when such suspension or prosecution is necessary to facilitate the work of other contractors or workers. No damages or claims by the Contractor will be allowed therefore other than an extension of the time as specified in this Contract for the completion of the Work. Such an extension will be for a period of time, as the District shall consider the Contractor to have been delayed in the Completion of the Work by reason of the work of other contractors or workers.
F. The Contractor shall prepare coordination drawings as necessary, as determined by the District, to satisfactorily coordinate and interface the Work of its Contract with the work of all other contracts thereby avoiding conflicts that may otherwise arise.

G. At any time during the progress of the Work, the District shall have authority to require the Contractor to attend any conference of any or all of the contractors engaged in the Work, and any notice of such conference shall be duly observed and complied with by the Contractor.

6.03 COORDINATION

A. If the District determines that the Contractor is failing to coordinate its Work with the work of other contractors as directed, the District may upon seventy-two (72) hour written notice:

1. Withhold any payment otherwise owed hereunder until the Contractor complies with the District's directions.

2. Direct others to perform portions of the Contract and charge the cost of Work against the Contract amount.

3. Terminate any and all portions of the Contract for the Contractor's failure to perform in accordance with the Contract.

6.04 DISTRICT'S RIGHT TO CLEAN UP

A. 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, rubbish, and excess materials and equipment, the District may, after twenty-four (24) hour written notice, clean up and allocate the cost among those responsible as it determines to be just.

ARTICLE 7 - CHANGES IN THE WORK

7.01 ADDITIONS, DELETIONS AND REVISIONS

A. The District, before the date of Project Completion, may order additions, deletions, or revisions in the Work herein required, and the Contractor shall promptly comply with such orders and proceed with the work, which shall be performed under the applicable requirements of the Contract Documents. Such additions, deletions, and revisions will be authorized by a Contract Modification as defined in Article 1.03 of the Contract General Conditions.

B. Additions, deletions, and revisions, which result in a change in the Contract Sum or Contract Time, shall be effected by a written Contract Modification, which has been approved by the District. Those additions, deletions, and revisions which do not result in a change in the Contract Sum or Contract Time, shall be effected by a written directive from the District such as a response to a Contractor generated Request for Information. All addenda and change orders are subject to approval by the Division of the State Architect. See, the California Code of Regulations, Title 24, Part 1, section 4-338, under “Change Orders.”

C. Contract Modifications made pursuant to Article 7 of these General Conditions and extensions of Contract Time necessary by reason thereof, shall not in any way release any guarantees/warranties given by the Contractor pursuant to the provisions of the Contract Documents, nor shall such Contract Modifications relieve or release the sureties of bonds executed pursuant to said provisions. The sureties, in executing such bonds, shall be deemed to have expressly agreed to any such Contract Modification and to any extension of time made by reason thereof. The Contractor shall be responsible for giving notice of any change
affecting the Work, Contract Sum or Contract time, which is required by the provisions of any bond to be given to a surety.

7.02 CONTRACT MODIFICATION PROCEDURES

A. Initiation: Additions, deletions, and revisions may be initiated by either the Contractor or the District. Contractor initiated Contract Modifications shall be in the form of a Request for Change (RFC). Notice and procedure requirements for RFCs are addressed in Article 2.07 of these General Conditions. The District will initiate Contract Modifications by issuing a Proposed Change Order (PCO), which will include a detailed description of the proposed modification with supplementary or revised Drawings and Specifications and request a quotation of cost of such additions, deletions or revisions and time of completion from the Contractor. The District reserves the right to order in writing such work arising from unforeseen or other anticipated conditions on a force account basis as provided in Paragraph 7.03 as may be determined by the District to be required for proper completion of the Work.

B. Cost Proposal Time Period: The Contractor shall submit a PCO cost proposal to the District within twenty one (21) calendar days upon receipt of the PCO. If the Contractor fails to submit a PCO cost proposal within twenty one (21) calendar days, or the price cannot be agreed upon, the District may issue a Unilateral Change Order instructing the Contractor to proceed with the proposed modification for subsequent inclusion in a Contractor Modification based on the District's estimate of the cost. All requests for time extensions pursuant to Paragraph 8.02 or claims for damages for delay caused by the District's processing of Contract Modifications will be reduced by the additional time in excess of that allowed for the Contractor to submit a cost proposal as provided hereinabove.

C. Cost Proposal Breakdown: The Contractor shall furnish two (2) copies of its cost proposal, and it shall include a complete itemized breakdown of labor, material, equipment, taxes, insurance, bonds, and markup for overhead and profit for both additions and deletions on a form supplied by the District. A complete itemized breakdown is also required for Subcontractor cost proposal on the same form as required for the Contractor. At a minimum, the following documentation shall be provided to support Contractor and Subcontractor computations: material quantities, and types of products; labor breakdown by trade classification, wage rates, and estimated hours; equipment breakdown by make, type, size, rental rates, and equipment hours; taxes, insurance and bonds; justification for any adjustment in Contract Time including a schedule analysis identifying critical schedule activities delayed by the PCO.

D. Contractor Overhead and Profit: The Contractor's profit and overhead shall be based on a markup calculation and not a margin calculation. The markup for overhead and profit on Contract Modifications will be determined as follows:

1. For Work performed by the Contractor, the markup shall be equal to fifteen percent (15%) of the direct cost as defined herein. Costs of tax and insurance shall not be marked up.

2. For Work performed by a Subcontractor, the Contractor markup shall be five percent (5%) of the direct cost of the Subcontractor and the Subcontractor markup shall be fifteen percent (15%) of his own direct cost. Costs of tax and insurance shall not be marked up.

3. For Work performed by a Sub-Subcontractor, the Contractor markup shall be five percent (5%) of the direct cost of the Sub-Subcontractor, the Subcontractor markup shall be five percent (5%) of the Sub-Subcontractor direct cost, and the Sub-Subcontractor markup shall be fifteen percent (15%) of his own direct cost. Costs of tax and insurance shall not be marked up.
4. All tiers lower than the Sub-Subcontractor shall have their markup included in the Sub-Subcontractor markup.

5. In all cases the total markup on the direct cost shall not exceed twenty five percent (25%). There shall be no compound markup.

The table below summaries the allowable markups:

<table>
<thead>
<tr>
<th>Work Done By</th>
<th>Contractor</th>
<th>Sub</th>
<th>Sub-Sub</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor</td>
<td>15%</td>
<td></td>
<td></td>
<td>15%</td>
</tr>
<tr>
<td>Sub-Contractor</td>
<td>5%</td>
<td>15%</td>
<td></td>
<td>20%</td>
</tr>
<tr>
<td>Sub-Sub-Contractor</td>
<td>5%</td>
<td>5%</td>
<td>15%</td>
<td>25%</td>
</tr>
</tbody>
</table>

E. Direct Cost Defined: Direct costs shall only include the basic wage rates for labor, labor burden, material and equipment required for the Contract Modification.

1. Labor rates will not be recognized when in excess of those prevailing in the locality and time the Work under Contract Modification is being performed. The costs for all supervision, including general superintendents and foreman, shall be included in the markup defined herein. Working foreman will be considered a direct cost if the individual is on the project site only installing Work under Contract Modification with no other work being performed at the time. A breakdown of the payroll rates for each trade used for Contract Modifications, shall be furnished to the District within 30 calendar days of the Contract Notice to Proceed.

2. Labor burden shall only include fringe benefits by governing trade organizations. No other costs will be included as labor burden.

3. Material costs directly required for the performance of the Contract Modification. Such costs may include the cost of transportation. If a trade reduction by an actual supplier is available to the Contractor, it shall be credited to the District. If the materials are obtained from a supplier or source owned wholly by or in part by the Contractor, payment thereof will not exceed the current wholesale price for the materials. The term “trade reduction” includes the concept of cash discounting.

   a. For general building construction, material shall be based on the most current Lee Saylor Book with a thirty percent (30%) reduction for material and labor figures.

   b. For concrete work, material and labor costs shall be based on the most current Lee Saylor Book.

   c. For electrical work, material costs shall be based on the most current Biddle Book, end column, with a ten percent (10%) reduction. Costs of all major equipment and/or material unlisted shall be based on vendor’s invoices. Copies of all invoices shall be provided as support documentation with each Contract Modification cost proposal.

   d. For mechanical work, material costs shall be based on the most current Trade Service Corporation Manual with a thirty percent (30%) reduction. Costs on all major equipment and/or material unlisted shall be based on vendor’s invoices. Copies of all invoices shall be provided as support documentation with each Contract Modification cost proposal.
4. Equipment Costs: The allowance for equipment costs (both rental as well as Contractor-owned equipment) shall be based on eighty (80) percent of the Association of Equipment Distributors (AED) Blue Book rental rates. Hourly, daily, weekly, or monthly rates shall be used, whichever is lower. Hourly rates including operator shall not be used. Unless otherwise specified, manufacturer’s ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates.

a. The actual time to be paid for equipment shall be the time that the equipment is in productive operation on the Work under Contract Modification. In computing the hourly rental of equipment, any time less than thirty (30) minutes shall be considered one-half (1/2) hour. No payment will be made for time while equipment is inoperative due to breakdown, or for non-workdays. In addition, the rental time shall not include the time required to move the equipment to and from the project site. No mobilization or demobilization will be allowed for equipment already on site. If such equipment is not moved by its own power, then loading and transportation costs will be paid in lieu of rental time thereof. However, neither moving time nor loading and transportation costs will be paid if the equipment is used on the Project Site in any other way than upon the work directly related to the Contract Modification.

b. Individual pieces of equipment having a replacement value of one thousand dollars ($1,000) or less shall be considered to be small tools or small equipment, and no payment will be made since the costs of these tools and equipment is included as part of the markup for overhead and profit defined herein.

c. Payment to the Contractor for the use of equipment as set forth above shall constitute full compensation to the Contractor for the cost of fuel, power, oil, lubricants, supplies, small equipment, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, labor (except for equipment operators), and any and all costs to the Contractor incidental to the use of the equipment.

5. Labor Productivity Rates: All Contract Modification work involving mechanical and electrical trades shall use labor productivity rates based on the following: Electrical labor productivity rates shall be based on the most current edition of N.E.C.A Column 1 with a five percent (5%) reduction. Wet side mechanical labor productivity rates shall be based on the most current edition of “M.C.A. Standards” with a twenty percent (20%) reduction. Dry side mechanical labor productivity rates shall use SMACNA Standards at a twenty (20%) percent reduction.

F. Costs Included as part of the Markup for Project General Conditions (hereinafter “Overhead”), and Profit: All Contract Modification costs not specifically listed above as a direct cost shall be included in the markup for general conditions, including overhead and profit. No separate allowance or itemization for general conditions, including overhead costs shall be allowed. Below is a list of costs, which is not intended to be comprehensive, of the type of costs included in the markup for overhead and profit for all Contract Modifications including Force Account Work.

1. Field and home office personnel including, but not limited to, principals, project managers, superintendents, supervisory foremen, estimators, project engineers, detailers, draftsmen, schedulers, consultants, watchmen, payroll clerks, administrative assistants, and secretaries.

2. All field and home office expenses including, but not limited to, field trailers, parking, storage sheds, office equipment and supplies, telephone service and long distance telephone calls, fax machines, temporary utilities, sanitary facilities and services, janitorial services, small tools and equipment with a cost under $1000 each, portable
scaffolding, blocking, shores, appliances, job vehicles, security and fencing, conformance to regulatory requirements including compliance to safety regulations, safety programs and meetings, cartage, warranties, as-builts, as well as any related maintenance costs.

3. Administrative functions such as, but not limited to, reviewing, coordinating, distributing, processing, posting, recording, estimating, negotiating, expediting, engineering, drawing, detailing, revising shop drawings, carting, layout, cleaning, protecting the work, and other incidental Work related to the Contract Modifications.

4. All other costs and taxes required to be paid, but not included under direct costs as defined above.

G. Miscellaneous Requirements:

1. For individual items within a Contract Modifications that only include deleted work of a Contractor or Subcontractors that would receive fifteen percent (15%) for work performed, the District shall receive a credit markup of ten percent (10%). Neither the Contractor nor the Subcontractor shall be allowed a positive markup on their respective Subcontractors to administer the credit Contract Modification.

2. When both additions and credits are involved in any one Contract Modification, the Contractor shall calculate its labor productivity and costs based on the net change in the quantity of the work for each item listed. For example, if a Contract Modification adds 14 light fixtures on one drawing and deletes 5 on another drawing, the “net change in quantity” is 9, and the labor productivity rates and costs shall be based on the net add of 9 light fixtures.

3. The Contractor shall be solely responsible for determining which of its Subcontractors receive Contract Modifications. No additional compensation will be provided the Contractor for the Subcontractor's cost to review, post, coordinate and perform related tasks to administer Contract Modifications that do not result in direct cost charges from said Subcontractor. Such costs are considered normal business costs that are contractually determined prior to bid between the Contractor and its subcontractors, and that such costs shall be included in the Total Lump Sum Bid.

4. Taxes: Federal excise tax shall not be included. The District will issue an exemption on request.

5. Insurance and Bond Premiums: The actual cost to the Contractor of the following will be allowed with no markup for overhead and profit: Federal Insurance Contributions Act taxes, bond premiums, Federal and State Unemployment taxes; and net actual premium paid for public liability, workers' compensation, property damage, and other forms of insurance required by the District.

H. Records: The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of Contract Modifications and the cost of the original Work. This requirement pertains to all types of Contract Modifications, as well as the Contractor's Requests for Changes and Claims.

I. Notice of Delay: Contractor shall notify the District of all anticipated delays resulting from proposed time extensions included with Contract Modification cost proposals, and Request for Changes.

J. Change Order: When the District and Contractor agree on the total cost and time of a PCO, the District will prepare a Change Order to formally implement the work described in the PCO.
K. Oral Instructions: No oral instruction of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this Contract.

7.03 FORCE ACCOUNT CHANGE ORDER

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

1. The District will issue a Force Account Change Order to proceed with the Work on a force account basis, and the District will establish a not to exceed budget.

2. With the exception of labor productivity rates for mechanical and electrical work, all requirements regarding direct cost for labor, labor burden, material, equipment and markups on direct costs for overhead and profit described in Article 7.01 and 7.02 of these General Conditions shall apply to Force Account Change Orders. However, the District will only pay for actual costs verified in the field by the District on a daily basis.

3. The Contractor shall be responsible for all cost related to the administration of Force Account Change Orders. The markup for overhead and profit for Contractor Modifications shall be full compensation to the Contractor to administer Force Account Change Orders.

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

C. Reports: The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report on a form supplied by the District no later than 5:00 p.m. that day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The District will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Contractor for their records. The District will not sign, nor will the Contractor receive compensation for work the District cannot verify. The Contractor will provide a weekly force account summary indicating the status of each Force Account Change Order in terms of percent complete of the NTE budget and the estimated percent complete of the work.

D. Agreement: In the event the Contractor and District reach a negotiated, signed agreement on the cost of a Contract Modification while the work is proceeding based on a Force Account Change Order, the Contractor’s signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

7.04 UNILATERAL CHANGE ORDERS

A. General: When time does not allow for the Contract Modification to be negotiated through the PCO process, or when the District and the Contractor are unable to agree on the cost or time required to complete the change in the Work described in the PCO, the District may issue a Unilateral Change Order instructing the Contractor to proceed with the Work based on the
District's estimate of cost and time to perform the change in the Work, if any. Upon receipt of a Unilateral Change Order, the Contractor shall proceed with the ordered Work.

B. Protest: Should the Contractor disagree with any terms or conditions set forth in a Unilateral Change Order, which the Contractor has not executed, the Contractor shall submit a written RFC within seven (7) calendar days of receipt of said Unilateral Change Order and before proceeding with the Work thereof. If a written RFC is not submitted as required, the Contractor hereby waives all rights to additional compensation for said work, and payment will be made as set forth in the Unilateral Change Order and such payment shall constitute full compensation for Work included therein or required thereby. After the RFC has been filed, and after the Unilateral Change Order work is completed in the field, the Contractor shall notify the District within seven (7) calendar days of its intent to submit a claim for the cost differential between the Contractor's actual cost and the District's estimate included in the Unilateral Change Order. The Contractor shall then submit a claim in accordance with the requirements of Article 2.07 of these Contract General Conditions. The Contractor shall waive its rights to claim if notice is not provided as stipulated above.

7.05 UNIT PRICE CHANGE ORDERS

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established Unit Price for each Bid Item of unit price Work times the estimated quantity of each item as indicated in the Schedule of Bid Prices. The estimated quantities of unit price Bid items are not guaranteed and are solely for the purpose of comparing Bids and determining an initial Contract Total Lump Sum Bid. Determination of that actual quantities and classifications of Unit Price Work will be made by the District in accordance with Section 01027 - Application for Payment.

1. Each Unit Price bid on the Schedule of Bid Prices shall include an amount considered by the Contractor to cover Contractor's markup for overhead and profit provided in Paragraph 7.02.

B. Procedure: For pre-determined unit prices and quantities, a Unit Price Change Order will be executed on a fixed unit price basis. An adjustment in the Contract Unit Price may be made for changes which result in an increase or decrease in the quantity of any unit price Bid Item of the Work in excess of thirty percent (30%) of the estimated quantity indicated on the Schedule of Bid Prices, or for eliminated items of Work.

C. Quantity Increases: Should the total quantity of any item of Work required under the Contract exceed the estimated quantity indicated on the Schedule of Bid Prices by more than thirty percent (30%), the Work in excess one-hundred thirty percent (130%) of such estimated quantity will be paid for by adjusting the Contract Unit Price as hereinafter provided, or at the District's option, payment for the Work involved in such excess will be made on a contract modification procedure or force account basis as provided in Paragraph 7.02 or 7.03.

1. Such adjustment of the Contract Unit Price will be the difference between the Contract Unit price and the actual unit cost, which will be determined as hereinafter provided, of the total pay quantity of the item. If costs applicable to such item of work include fixed costs, such fixed costs will be deemed to have been recovered by the Contractor by payment made for one hundred thirty percent (130%) of the Schedule of Bid Price quantity for such item, and in computing the actual unit cost; such fixed costs shall be excluded. Subject to the above provisions, such actual unit cost will be determined by the District in the same manner as if the Work were paid for on contract modification procedure or force account basis as provided in Paragraph 7.02 or 7.03, or such adjustment will be as agreed to by the Contractor and the District.
2. The payment for the total pay quantity of such item of Work will in no case exceed the payment which would be made for the performance of 130 percent of the estimated quantity as indicated on the Schedule of Bid Prices at the original Contract Unit Price.

D. Quantity Decreases: Should the total quantity of any item of Work required under the Contract be less than seventy percent (70%) of the estimated quantity indicated in the Schedule of Bid Prices, an adjustment in compensation will not be made unless the Contractor submits a written RFC as provided in Paragraph 2.07. If the Contractor so requests, the quantity of said item performed will be paid for by adjusting the Contract Unit Price as hereinafter provided, or at the District's option, payment for the Work involved will be made on a force account basis as provided in Paragraph 7.03, provided however, that in no case shall the payment for such Work be less than that which would be made at the Contract Unit Price.

1. Such adjustment of the Contract Unit Price will be the difference between the Contract Unit price and the actual unit cost, which will be determined as hereinafter provided, of the total pay quantity of the Item, including fixed costs. Such actual unit cost will be determined by the District in the same manner as if the Work were paid for by a contract modification procedure or on a force account basis as provided in Paragraph 7.02 or 7.03; or such adjustment will be as agreed to by the Contractor and the District.

2. The payment for the total pay quantity of such item of Work will in no case exceed the payment which would be made for the performance of 70 percent of the estimated quantity as indicated on the Schedule of Bid Prices at the original Contract Unit Price.

E. Deleted Items: Should any Contract Bid item of Work be deleted in its entirety, payment will be made to the Contractor for its actual direct costs incurred in connection with such deleted Contract Bid item if incurred prior to the date of notification in writing by the District of such deletion.

1. If acceptable material is ordered by the Contractor for the deleted item prior to the date of notification of such deletion by the District, and if orders for such material cannot be canceled, it will be paid for at the actual cost to the Contractor. In such case, the material paid for shall become the property of the District and the District will pay for the actual cost of any further handling. If the material is returnable to the vendor and if the District so directs, the material shall be returned and the Contractor will be paid for the actual cost of charges made by the vendor for returning the material. The actual cost of freight in returning material will be paid for.

2. The actual costs or charges to be paid by the District to the Contractor for any deleted Contract item will be computed in the same manner as if the Work were to be paid on contract modification or force account basis as provided in Paragraph 7.02 or 7.03.

7.06 AUDITS

A. The District shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontracts, job cost reports, and other data of the Contractor, Subcontractors, and suppliers including computations, and projections related to bidding, negotiating, pricing, or performing the Work, or Contract Modification in order to evaluate the accuracy, completeness, and currency of the cost or pricing data at no additional cost to the District.

B. The Contractor shall make available at its office at all reasonable time the materials described in Subparagraph 7.06A herein before for examination, audit, or reproduction, until three (3) years after final payment under this Contract.
C. For this contract, the Contractor shall insert a clause containing all the provisions of Article 7 herein before, including this Paragraph, in all subcontracts over Ten Thousand Dollars ($10,000).

ARTICLE 8 - TIME

8.01 PROGRESS AND COMPLETION

A. Time is of the essence. The Contractor shall commence the Work of the Contract within five (5) calendar days from issuance of written Notice to Proceed from the District and shall diligently prosecute the Work to Project Completion.

B. The Notice to Proceed will be issued by the District any time within two months from the date of execution of the Agreement.

C. The continuous prosecution of the Work by the Contractor shall be subject only to the delays defined hereinafter. The start of Work shall include attendance at pre-construction conferences, preparation and submittal of Shop Drawings, equipment lists, Schedule of Values, CPM construction schedules, requests for substitutions and other similar activities. Submittals shall be prepared in accordance with the Contract Documents and shall be made within the time limits required. It may be necessary that certain portions of the work be completed at different times to minimize disruption of school activities and maintain continued smooth operations of the District. The Contractor shall coordinate with the District and include these interface activities in the Contract Schedule.

D. The Work of this Contract shall be brought to Substantial Completion, as determined by the District, in the manner provided for in the Contract Documents and in the numbers of calendar days set forth as follows, from and after the receipt by the Contractor of the written Notice to Proceed.

1. CONTRACT TIME: The Contract Time shall be as defined in the Instructions to Bidders for calendar days beginning with and including the official date of Notice to Proceed to the official date of Notice of Completion, both issued by the District.
   a. Notice of Completion is a document issued by the District to the Contractor acknowledging that the Work is complete and the building is ready for occupancy by the District in its entirety.
   b. Notice of Project Completion is a document issued by the District to the Contractor acknowledging that the Project is complete.

2. The time limit for the Work as specified shall not be affected by the acceptance of any of the alternate(s); provided that said Alternates were incorporated into the Contract within 6 months after Notice to Proceed.

E. Failure to reach the completion dates as provided hereinabove, as determined by the District, within the required number of calendar days, and in the manner required by the Contract Documents, shall subject the Contractor to liquidated damages as stipulated hereinafter, unless extensions of time are granted in accordance with the provisions hereinafter.

F. The Contractor shall at all times keep on the premises sufficient material and employ sufficient supervision and workers to prosecute the Work at the rate necessary to reach completion dates required hereinabove of the Work herein required within the times specified in the Agreement and in accordance with the initial Contract schedule. Work shall not start and the Project be left in an incomplete state for an indeterminate period of time, while equipment and materials are in transit.
G. It shall be the responsibility of the Contractor to maintain its schedule so as not to delay the progress of the Project or the schedules of other contractors. The Contractor is required by virtue of this Contract to cooperate in every way possible with other contractors in order to maintain its Contract duration. Except as otherwise provided, no additional compensation will be paid for such cooperation. If the Contractor delays the progress of the project or the progress of other contractors, it shall be the responsibility of the Contractor to take some or all of the steps outlined hereinafter to improve its progress.

H. If, in the opinion of the District, the Contractor falls behind the Contract and current update of the Contract schedule and is not entitled to an extension of time, as presented in these Contract Documents, the Contractor shall take some or all of the steps outlined below to improve its progress at no additional cost to the District, and shall submit operational plans to demonstrate the manner in which the desired rate of progress may be regained.

I. Whenever it becomes apparent that the Contractor due to its own actions has fallen behind the required rate of progress, or delays the progress of other contractors, some or all of the following steps must be taken.

1. Increase construction manpower in such quantities and crafts as will substantially eliminate the backlog of Work.

2. When permitted in writing by the District, work overtime or increase in amount of construction equipment sufficient to substantially eliminate the backlog of work.

3. Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.

4. Expedite delivery of materials and equipment such as by airfreight.

5. Accelerate the priority of manufacture or fabrication of Work on order with the manufacturer, vendor, or supplier should such priority lists exist as a normal course of its business. Said acceleration shall also apply to shipment preparation.

6. Any other means deemed appropriate.

J. If the District directs the Contractor to take measures previously described, the Contractor shall bear all costs of complying, including additional administrative costs for the District and the District representatives.

K. Should the Contractor at any time during the progress of Work, refuse, neglect, or be unable for avoidable reasons to supply sufficient materials, supervision, or workers to prosecute the Work at the rate necessary to complete the Work within the time specified in this Contract, in accordance with the currently accepted updated construction schedule, the District shall have the right to terminate the Contract as hereinafter set forth or it may give this Contractor written notice, specifying the default and requiring its correction. If the Contractor does not comply with such notice from the District within three (3) days of the date of services thereof, the District shall have the right to provide the materials and workers to finish said Work. The sums necessary to meet the expenses thereby incurred shall be deducted from any monies due or which may thereafter become due under the Contract, and paid to persons supplying such materials and doing such Work. The amount of any such payments shall be deducted from the construction fund set aside for the purposes of this Contract and charged to the Contractor as if paid to it.

8.02 DELAYS AND EXTENSIONS OF TIME

A. Unavoidable Delays:
1. For the purposes of these Contract Documents the term "Unavoidable Delay" shall mean an interruption of the Work beyond the control of the Contractor, and which could have not been avoided by the Contractor's exercising care, prudence, foresight, and diligence. Moreover, the Contractor must demonstrate that the "Unavoidable Delay" actually extended the most current Contract Project Completion Date.

a. The Contractor will be entitled to a time extension for the following types of "Unavoidable Delay" but at no additional compensation: Acts of God; acts of the public enemy; inclement weather conditions; fires; floods; windstorms; tornadoes; earthquakes; wars; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; slowdowns; other labor trouble; labor shortages; material shortages; fuel shortages; freight embargoes; acts of government agencies outside the District; acts of public utilities; priorities or privileges established for the manufacture, assembly or allotment of material by order, decree, or otherwise of the United States. This list is not intended to be comprehensive, and similar types of delay will not entitle the Contractor to additional compensation or a compensable time extension.

b. The Contractor shall be entitled to a compensable time extension for an "Unavoidable Delay" caused by a Contract Modification initiated or caused by the District provided such unavoidable delay is critical, extends the most current Contract Completion date, and is not concurrent with a Contractor caused delay or other type of Unavoidable delay previously defined. All other types of "Unavoidable delay" shall not entitle the Contractor to a compensable time extension which shall be the total amount included in the Contract Modification.

c. The Contractor shall be entitled to a non-compensable time extension in the event a compensable "Unavoidable Delay" is concurrent with either a Contractor generated "Avoidable Delay," or a non-compensable "Unavoidable Delay."

B. Avoidable Delays:

1. The term "Avoidable Delay" shall include, but is not limited to the following:

a. Any delay that could have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor;

b. Any delay in the prosecution of parts of the Work, which may in itself be unavoidable, but which does not necessarily prevent or delay the prosecution of other parts of the Work, nor delay the specified Project Completion date;

c. Any delay caused by the untimely review by the Contractor of the Contract Drawings and Specifications pursuant to Document 00700 paragraph 3.01E;

d. Any delay arising from an interruption in the prosecution of the Work resulting from a reasonable interference from other contractors employed by the District, but does not delay the specified Project Completion date.

C. Inclement Weather Delays:

1. Inclement weather shall not be a prima facie reason for the granting of a non-compensable time extension, and the Contractor shall make every effort to continue Work under prevailing conditions. Such efforts by the Contractor shall include, but are not limited to, providing temporary gravel roads; installing a rain de-watering system; protecting interior and exterior areas exposed to rain, wind, and extreme temperatures; and installing protective covers at roof, window or other openings; and providing temporary heat where required for work to proceed without delay.
2. The District may classify an inclement weather day as a non-compensable "Unavoidable Delay," provided the Contractor made efforts to work during inclement weather and to avoid the impacts of inclement weather to its schedule. If such an event occurs, and the Contractor is prevented by inclement weather or conditions from proceeding with at least seventy-five percent (75%) of the scheduled labor, material and equipment resources for at least five (5) hours per work day on activities shown as critical on the most current and accepted schedule update, the delay will be classified as an "Unavoidable Delay," and the Contractor will be granted a non-compensable time extension. The Contractor is to notify the District, in writing, on each day this occurs.

3. Regardless of the type and severity of the inclement weather, the Contractor shall be responsible for all costs to make efforts to mitigate the impacts of inclement weather during the Contract duration.

D. Notice of Delay: The Contractor shall promptly notify the District in writing of any anticipated delay in the prosecution of the Work, and, in any event, promptly upon the occurrence of a delay. Said notice shall constitute an application for an extension only if the notice requests such extension and sets forth the Contractor's estimate, if feasible, of the additional time required together with a full recital of the cause of delay relied upon. The District may take steps to prevent the occurrence or continuance of the delay and may determine to what extent the Project Completion is delayed thereby. The determination of the existence of any delay for which an extension of time will be granted will be based on whether such delay can be demonstrated by the Contractor to extend the Contractor's current critical path on the construction schedule or require the formulation of a new extended critical path. If notice of a delay is not submitted on or prior to three (3) consecutive working days after the start of the occurrence of such a delay, the Contractor thereby admits the occurrence had no effect on the length of its duration of Work, and no extension of time is necessary, and no extension of time will be granted by the District. In either case the Contractor will not be entitled to extra compensation.

E. Extensions of Time:

1. In the event it is deemed necessary by the District to extend the time of completion of the Work to be done under these Contract Documents beyond the required dates of the completion herein specified, such extensions shall in no way release any guarantees/warranties given by the Contractor pursuant to the provisions of the Contract Documents, or the Contract let hereunder, nor shall such extension of time relieve or release the sureties on the bonds executed pursuant to said provision. The sureties in executing such bonds shall be deemed to have expressly agreed to any such extension of time. The amount of time allowed in any extension of time shall be limited to the period of the delay-giving rise to the same as determined by the District. The granting of an extension of time because of a delay shall in no way operate as a waiver on the part of the District of the right to collect damages or of any other rights to which the District are entitled. All guarantees and warranties shall begin after final completion.

2. Should the Contractor, any Subcontractor of any tier or any supplier of any tier seek an extension of time for the completion of the Work under the provisions of this Paragraph, the Contractor and/or Subcontractor and/or supplier must submit justification for the extension of the time requested and otherwise comply with all provisions of these Contract Documents with respect to requests for extensions of time.

3. Neither this provision, nor any other provision of the Contract Documents, are intended by the parties to be contrary to any express provision of law. The parties specifically agree, acknowledge and warrant that neither this provision, nor any other provision of the Contract Documents, has for its object, directly or indirectly, the exemption of the District, the Architect, their consultants, and their respective directors, officers, members,
employees, and authorized representatives from responsibility of their own sole negligence, violation of law or other willful injury to the person or property of another.

8.03 NOTICE OF LABOR DISPUTES

A. Whenever the Contractor has knowledge that any actual or potential labor dispute is delaying or is threatening to delay the timely performance of its Contract, the Contractor shall immediately give notice thereof, including all relevant information with respect thereto, to the District. In addition, the Contractor shall take all appropriate measures to eliminate or minimize the effect of such labor dispute on the currently accepted construction Schedule, including but not limited to such measures as: promptly seeking appropriate injunctive relief; filing appropriate charges with the National Labor Relations Board under the applicable provisions of the Labor Management Relations Act of 1947, as amended; filing appropriate damage actions; taking such measures as establishing a reserved gate, as appropriate; if reasonably feasible, seeking other sources of supply or service; or any other measures that may be appropriately utilized to limit or eliminate the effect of the labor dispute. To the extent the Contractor fails to initiate measures that are appropriate, it is not entitled to an extension of time. In addition, any delay impact on any other Contractor's schedule or on the Construction Schedule will be considered as a Contractor-caused delay under any and all applicable provisions of the Contract.

ARTICLE 9 - PAYMENTS AND COMPLETION

9.01 CONTRACT SUM

A. Payment to the Contractor at the lump sum price fixed in the Contract for performing all Work required under the Contract, as adjusted for any Contract Modifications approved as hereinbefore specified, shall be full compensation for furnishing all labor, materials, equipment and tools necessary to the Work, and for performing and completing, in accordance with these Contract Documents, all Work required under the Contract, and for all expenses incurred by the Contractor for any purpose in connection with the performance and completion of said Work.

9.02 SCHEDULE OF VALUES

A. Within 10 days of the date of commencement shown in the Notice to Proceed the contractor shall submit a schedule of values to the owner for review. This schedule of values shall breakdown the contract price into various estimated items of work, together with the contractor's allowance for overhead, insurance and profit. The contractor's overhead, insurance, profit and other such costs, shall be prorated through all items so that the sum of all items in the schedule of values shall equal the contractor's total lump sum bid. This breakdown, which must be approved by the owner, will be the basis for determining the value of work performed for purposes of making payments to the contractor.

B. The contractor's schedule of values shall include a separate line item for “project closeout” (with an assigned value attributed to it.)

C. The contractor's schedule of values shall include a separate line item for “building commissioning “ (with an assigned value attributed to it.)

D. The Contractor shall not submit an application for payment without an approved schedule of values.

9.03 PROGRESS PAYMENTS
A. Subject to the conditions set forth in these General Conditions, and to the authorization of the District or the authorized representatives of the District, payment shall be made upon demand of the Contractor and pursuant to the Contract Documents as follows.

B. The District will, on or about the twentieth (20th) day of each month after receiving the Contractor's monthly Schedule update, make an estimate of the value of the Work done by the Contractor completed after that included in the last preceding estimate in performance of the Contract. The monthly value of the Work described shall be estimated by the District pursuant to the applicable schedule of values prepared in accordance with Paragraph 9.02. Estimates need not be based on strict measurements, but may be approximate only, and will be in due proportion to the total amount, considering payments previously made, that will have become due for such Work satisfactorily completed under the Contract. No allowance will be made for materials or equipment not incorporated into the Work.

C. On the 25th of each month, the Contractor shall submit to the District Representative for review an Application for Payment filled out and signed by the Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as otherwise set forth in the Contract Documents.

1. No payment shall be made for materials and equipment not incorporated in the Work.

D. The Application for Payment shall identify the amount of the Contractor's total earnings to date.

E. Monthly progress payment amounts to the Contractor shall be based upon completed Work activities or percentages of Work activities completed prior to the end of the payment period. The District following the formal approval of the Schedule of Values shall transmit a detailed payment procedure to the Contractor.

F. Monthly payment applications shall be based on information developed at monthly Application for Payment Approval Meetings and shall be prepared by the Contractor. Submission of Schedule updates for same period of Progress Payment Application shall be a condition precedent to making progress payment applications. Contractor shall submit monthly Schedule update information to the District three (3) working days after the Construction Schedule Approval Meeting and before submission of the progress payment application. No progress payment shall be made to the Contractor until all cost information requested by the District is submitted and reviewed.

G. As soon as practicable after making of each progress estimate, the District will pay to the Contractor in a manner provided by law, an amount equal to ninety percent (90%) of the value, based upon Contract prices, of labor and materials incorporated in the Work at the Project site up until midnight of the twenty-fifth (25th) day of the current month less the aggregate of previous payments, provided that payments may be withheld at any time that the Work, in the District's estimation, is not proceeding in accordance with the Contract, or as otherwise provided in Paragraph 9.05. When the District determines that the Work is fifty percent (50%) complete, the Contractor is making satisfactory progress and there is no specific cause for greater withholding, progress payments may be made not to exceed an amount the lesser of either ninety-five percent (95%) of the value of the Work and labor, equipment and material furnished or ninety-five percent (95%) of the Contract Sum.

1. The payment shall be made within 30 calendar days after application has been made and certified by the District.

H. In accordance with the provisions of the California Public Contract Code, the Contractor will be permitted to substitute securities for any moneys withheld by the District to ensure performance under the Contract.
I. Payment for material stored on or off the Site will not be allowed. Where advance payment is allowed at the sole discretion of the District necessary to keep the Project on schedule for very large, long lead items, proof of off-site material purchases (invoices and checks) and appropriate insurance coverage will be required. The Contractor shall furnish to the District written consent from the Surety approving the advanced payment for materials stored off site. The maximum prepayment allowed by the District shall be 75 percent of the actual value of the item being considered. The District and the District Representative shall be the sole judges of fair market value. The Contractor shall protect stored materials from damage. Damaged materials, even though paid for, shall not be incorporated into the work.

J. No inaccuracy or error in said monthly estimates shall operate to release the Contractor or Surety from damages arising from such Work or from the enforcement of each and every provision of the Contract Documents, and the District shall have the right subsequently to correct any error made in any estimate for payment.

K. The granting of any progress payment, or the receipt thereof by the Contractor, shall not constitute acceptance of the Work or any portion thereof, and shall in no way lessen the liability of the Contractor to replace unsatisfactory Work or material, though the unsatisfactory character of such Work or material may not have been apparent or detected at the time such payment was made.

L. It is mutually understood and agreed that the District may withhold from any payment otherwise due Contractor so much as may be necessary to protect the District to insure completion of the project pursuant to the requirements of this Contract. The failure or refusal of the District to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bonds furnished under this Contract.

M. Only Contract Modifications completely approved and executed shall be included on the Payment Authorization and only that portion of the Change Order work actually performed shall be submitted for payment. Submit breakdown for each Contract Modification by Specification Section number on Application for Payment.

9.04 PAYMENT AUTHORIZATION

A. The District will, after receipt of the Contractor's Application for Payment, issue a Payment Authorization to the Controller's Office for such amount as the District and District Representative determine is properly due. The District will notify the Contractor in writing of the reasons for withholding authorization in whole or in part as provided hereinafter.

B. A Payment Authorization will be issued by the District, based on the District's representation of observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point stated in the Application for Payment and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion. The issuance of a Payment Authorization will further constitute a representation that the Contractor is reasonably entitled to payment in the amount authorized. However, the issuance of a Payment Authorization will not be a representation that the District has:

1. Made exhaustive or continuous on-site inspections to check the quality or quantity of the Work;

2. Reviewed construction means, methods, techniques, sequences or procedures;

3. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the District to substantiate the Contractor's right to payment; or
4. Made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.05 DECISIONS TO WITHHOLD PAYMENT

A. The District may decide not to authorize payment and may withhold a Payment Authorization in whole or in part, to the extent reasonably necessary to protect itself, if in its opinion the representations required by Subparagraph 9.04 B cannot be made. If the District is unable to authorize payment in the amount of the Application, the District will notify the Contractor as provided in Subparagraph 9.04 A. If the Contractor and District cannot agree on a revised amount, the District will promptly issue a Payment Authorization for the amount it deems proper. The District may also decide not to authorize payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Payment Authorization previously issued, to such extent as may be necessary in its opinion to protect itself from loss because of:

1. Defective Work not remedied;
2. Third party claims filed or reasonable evidence indicating probable filing of such claims;
3. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
4. Damage to the District or another contractor;
5. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
6. Failure to carry out the Work in accordance with the Contract Documents;
7. Failure to timely submit Contract Modification cost breakdowns in accordance with the Contract Documents;
8. Failure to timely submit schedules, schedule updates and reports in accordance with the Contract Documents;
9. Failure to timely maintain updated “as-built” Contract Documents;
10. Failure to submit Coordination Drawings in accordance with the General Requirements;
11. Failure to submit Record Documents in accordance with the General Requirements;
12. Failure to submit certified payroll records in accordance with the Contract Documents; or
13. Failure to timely comply with other requirements of the Contract Documents.

B. When the above reasons for withholding authorization are removed, authorization will be made for amounts previously withheld.

9.06 PARTIAL OCCUPANCY OR USE

A. Whenever, in the opinion of the District, the Work or any part thereof is in a condition suitable for use, and the best interest of the District requires such use, the District may take possession of, connect to, open for public use, or use the Work or a part thereof at no additional cost to the District. When so used, maintenance and repair due to ordinary wear
and tear or vandalism of District’s responsibility will be made at the District’s expense. The use by the District of the Work or part thereof shall in no case be construed as constituting completion of the Work. Such use shall neither relieve the Contractor of any of its responsibilities under the contract, nor act as a waiver by the District of any of the conditions thereof.

B. Such partial occupancy or use may commence whether or not the portion has achieved Substantial Completion. The District shall determine the stage of the progress of the Work.

C. Immediately prior to such partial occupancy or use, the Contractor and District shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

D. 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.

E. Contractor shall perform final cleaning of portions of the Work to be partially occupied or used as specified in the General Requirements.

9.07 PROJECT COMPLETION AND FINAL PAYMENT

A. When the Contractor considers that the Work is complete including all contractual requirements, including but not limited to all start-up services, warranties, guarantees, as-builts, etc, and requests that the District prepare a Notice of Completion, Contractor shall notify the District in writing. Within seven (7) days from receipt of the Contractor’s written notification, the District will make an inspection to determine whether the Work is complete. If the District determines the work is not complete, the District will provide the Contractor with a deficiency list (Punch List) of all items that must be corrected or completed before the District would consider the Work complete. This list will be provided to the Contractor within fourteen (14) calendar days from receipt of the Contractor’s written notification. Once the Contractor has completed all items on the deficiency list, the Contractor can request a second inspection by the District to verify the Work is complete. If the Work is not complete, the District will follow the same procedure as for the first inspection, and the Contractor shall reimburse the District and the District’s representatives for all of their costs related to the second inspection and any inspection thereafter. When the Work is considered completed, the District shall prepare a Notice of Completion, which shall establish the date of Completion.

B. If additional inspections are required, to include special inspections such as fire alarm certification, all costs of the District and District representatives conducting such additional inspections shall be deducted from progress payments owed the Contractor.

C. The remaining value of the Work performed under this Contract, if unencumbered, shall be processed for payment after thirty-five (35) days after the date the Certificate of Completion is filed by the District. Acceptance by the Contractor of said final payment shall constitute a waiver of all claims against the District arising under the Contract Documents. As a condition precedent to final payment, the Contractor shall furnish a "release" pursuant to the following subparagraph.

1. The Contractor and each assignee under any assignment in effect at the time of final payment shall, if required by the District, execute and deliver at the time of final payment as a condition precedent to final payment, a release in form and substance satisfactory to and containing such exemptions as may be found appropriate by the District, discharging the District, and the District’s Consultants, and their directors, officers, members, employees, agents and authorized representatives, of and from all liabilities, obligations and claims arising under this Contract.
A. Determination of Damages: The actual fact of the occurrence of damages and the actual amount of the damages which the District would suffer if the Work were not completed within the specified time set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the District would suffer in the event of delay include, but are not limited to, costs of renting equivalent space, expenses of prolonged employment of an architectural, engineering and construction management staff; costs of administration, inspection and supervision; and the loss suffered by the public or school children within the District by reasons of the delay in the construction of the project to serve the public at the earliest possible time or being disruptive to the school teachers or children. Accordingly, the parties hereto agree, and by execution of this Contract, the Contractor acknowledges that the Contractor understands, has ascertained and agrees, that the amounts herein set forth shall be presumed to be the amounts of damages sustained by the failure of the Contractor to complete the specified Work within the times specified.

1. The Contract Time is restricted by the District's contractual commitments and will suffer substantial damages from breach of such and from costs incurred for leasing additional space when the Project is not substantially completed on time. Therefore, the Contractor shall take whatever measures are necessary to meet the established time limit, including working outside normal working hours and shift work.

B. Agreed Amount of Damages: It is understood and agreed by both parties to the Contract that in case all the Work called for under the Contract is not completed within the time limits as specified, or within the time limits as extended in accordance with these Specifications, damage will be sustained by the District, and that it is actual damages which the District will sustain in the event of and by reason of such delay.

1. The Contractor and the District agree that the sum specified in the Instructions to Bidders represents the parties' reasonable estimate of the approximate damages which the District will sustain for each and every calendar day's delay beyond the time specified for Completion, or as extended in accordance with the Specifications.

2. The District will sustain damage which are difficult to ascertain by include the following additional expenses:
   a. Debt service.
   b. Administrative costs.
   c. District representatives and consultants costs.
   d. Temporary student and administrative facilities.

3. It is therefore agreed that the Contractor shall pay such liquidated damages as herein provided, and in case the same is not paid, agrees that the District may deduct the amount therefore from any money due or that may become due the Contractor under the Contract. Liquidated damages will continue to the time at which the Work reaches Project Completion as determined by the District.

C. It is further agreed that payment of liquidated damages under one of the aforementioned conditions will not relieve the Contractor from separate liquidated damage liability under the other condition, each to the full extent of the specified amount, regardless of whether the times for which liquidated damages are to be paid do or do not run concurrently, or whether either liability is or is not a consequence of the other.
D. Payment of Damages:

1. In the event the Contractor shall become liable for liquidated damages, the District, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments which would otherwise be or become due the Contractor until the liability of the Contractor has been finally determined. The District shall have the right to use and apply such retained percentages, in whole or in part, to reimburse the District for all liquidated damages due or to become due to the District. Any remaining balance of such retained percentages shall be paid to the Contractor only after discharge in full of all liability incurred by the Contractor. If the retained percentage is not sufficient to discharge all such liabilities of the Contractor, the Contractor and its sureties shall continue to remain liable to the District until all such liabilities are satisfied in full. Should the retention of monies due or to become due to the Contractor be insufficient to cover such damages, the Contractor forthwith shall pay the remainder to the District.

ARTICLE 10 - PROTECTION OF PERSONS AND PROPERTY

10.01 SAFETY PRECAUTIONS AND PROGRAMS

A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.

B. The Contractor shall designate in writing a responsible member of the Contractor's organization at the site as Project safety representative whose duty shall be the prevention of accidents. This person shall be available twenty-four (24) hours a day, seven (7) days a week by telephone or other approved means.

C. In the event the Contractor encounters on the site material reasonably believed to be hazardous which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected, immediately advise the District, and render the hazard harmless. The Work in the affected area shall not thereafter be resumed except by written notification of the District.

D. The Contractor shall be required to perform all Work relating to hazardous materials as required by the Contract Documents.

E. Health, Safety, And Fire Prevention: The Contractor, his subcontractors, agents and employees shall FULLY COMPLY with ALL of the provisions and requirements of CAL/OSHA, Title 8 CALIFORNIA CODE OF REGULATIONS, Industrial Relations, and all other safety codes having jurisdiction over the Project.

10.02 SAFETY OF PERSONS AND PROPERTY

A. The Contractor shall take 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; and

3. Other property at the site 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.
B. The Contractor shall give notices 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.

C. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, erecting barricades, fencing, railings, and walkways as necessary, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

D. When use or storage of hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel and in compliance with all safety regulations.

E. The Contractor shall promptly remedy damage and loss to property referred to in previous subparagraphs caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under the previous subparagraphs, except damage or loss attributable to the sole negligent acts or omissions of the District. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.16 in these General Conditions.

F. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety. The structure is designed to support the loads of the finished building. No provision is included for stresses or loads imposed by construction operations. If the Contractor desires to place such loads in excess of the design load, it shall submit drawings and calculations prepared by, and bearing the seal of a California-licensed structural engineer of the proposed method for supporting such loads for the District's review and approval. No loading of any kind in excess of design loads shall be placed on any part of the building structure prior to the District's approval of the submitted drawings and calculations. The costs of the District's review shall be reimbursed to the District by the Contractor.

G. The Contractor shall be responsible for each operation and all Work, both permanent and temporary. It shall protect its Work and materials from damage due to construction operations, the action of the elements, the carelessness of its subcontractors, vandalism, or any other cause whatever, until Project Completion and Acceptance of the Work. Should improper Work of any trade be covered by another contractor and damage or defects result, the whole Work affected shall be made good by the contractor performing the improper Work to the satisfaction of the District without expense to the District.

10.03 EMERGENCIES

A. In an emergency affecting safety of persons or property, the Contractor shall act to prevent threatened damage, injury or loss, and shall as promptly as conditions permit notify the insurance carriers and the District of the nature of the emergency and circumstances related thereto. Immediately thereafter, the Contractor shall prepare a written report setting forth in detail the action taken and describing in detail all circumstances and conditions which are related to such action. Additional compensation or extension of time claimed by the Contractor on account of an emergency, if caused by fault of the District, shall be determined as provided in Paragraph 2.06 and Article 7.

10.04 SAFETY PERMITS

A. A State Industrial Safety Permit shall be obtained and paid for by the Contractor if:
1. Any building, structure, false work or scaffolding more than 3 stories high or the equivalent of 35'-0" is to be constructed.

2. The demolition of any building, structure, false work or scaffolding more than 3 stories high or the equivalent of 35'-0".

3. A trench 5'-0" deep or deeper is constructed for foundation purposes into which a person must descend.

B. The Contractor shall obtain and pay for all other required safety permits.

10.05 LOSS CONTROL REQUIREMENTS

A. Contractors and subcontractors participating in this SEWUP project will be expected to comply with the following safety and loss control requirements:

1. The Emergency Response Plans (with particular emphasis on access and egress routes).

2. District procedures regarding dealing with the media.

3. Hard hats will be mandatory on all SEWUP projects when there is an exposure to falling objects, as per Cal OSHA Construction Safety orders.

4. All construction employees will be required to be attired in workpants, shirt and appropriate boots or closed toe shoes.

5. No alcohol will be allowed on SEWUP construction sites at any time.

6. Smoking will be allowed in designated areas only.

7. 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 job site. In addition, any contractor that shows a pattern of employees failing the tests will be reported to SEWUP, who can use the information as a factor in assessing their "responsibility" in connection with future projects.

8. Controlling access to the construction site will be a very high priority, and contractors will be required to take whatever preventative measure, such as barriers, fencing, etc., deemed necessary by either the SEWUP consultant or local school safety official.

9. Contractors will be required to respond to any school complaints about objectionable levels of dust or noise and will be required to provide the appropriate abatement as quickly as possible.

10. Construction personnel cannot enter school grounds 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.

11. The SEWUP Safety Representative, General Contractor or Construction Manager has the right to correct an unsafe act or condition. The General Contractor or Construction Manager has the right and authority to bill the non-compliant contractor for the costs associated with the correction.

12. Fall protection is mandatory on all SEWUP projects in accordance with Cal OSHA, OSHA and any other appropriate code.
13. Any contractor displaying, in the opinion of the General Contractor or SEWUP consultant, a repeated disregard for safety can be removed from the job-site and their name forwarded to SEWUP, who will use the expulsion as a factor in assessing their suitability for future projects.

14. All contractors and sub-contractors must provide a copy of their Injury & Illness Prevention Program to the General Contractor or Construction Manager to be filed at the job site.

15. A site specific Injury & Illness Prevention Program shall be available on site with either the General Contractor or Construction Manager. All contractors shall abide by this program.

16. Personal radios, headsets, walkmans and CD players are not allowed on the job-site.

17. All work activities must comply with applicable Cal OSHA, OSHA, EPA, ANSI, and local laws pertaining to safety.

18. The General Contractor or Construction Manager shall assume overall responsibility for project safety compliance with the applicable safety regulations and the site specific Injury & Illness Prevention Program.

19. All contractors must attend the pre-construction safety meeting.

20. All contractors shall identify their competent person(s) to the General Contractor or Construction Manager.

21. The SEWUP Safety Representative will conduct visits to the job site at the request of the District, General Contractor, Construction Manager, JPA, or SEWUP. Contractors will be required to cooperate with the consultant and take the appropriate corrective action deemed necessary with timeframes established regarding the corrective action.

22. The SEWUP Safety Representative has the authority, during the course of the job site inspection, to suspend those aspects of the job site that are considered “imminently dangerous” until appropriate corrective action is completed.

23. The SEWUP Safety Representative 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 3rd party claim.

24. Any contractors’ employee observed providing or selling cigarettes or other smoking materials to students shall be removed from the job site until further notice.

25. 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.

26. 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 General Contractor or Construction Manager. Any employee disregardling this policy shall be removed from the site until further notice.

27. All contractors 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.

28. Theft or willful damage to any property of the owner, student, or other contractors will be prosecuted fully.

29. No guns, switchblades, or knives with blades greater than 2” shall be allowed on the job site. Any employee disregarding this policy shall be removed from the site until further notice.

30. 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.

31. All non-SEWUP members or guest who visit the job site will be required to sign a hold harmless agreement. All such persons shall be required to be appropriately attired to include a hardhat.

Article 11 – INSURANCE AND BONDS

11.01 CONTRACTOR PROVIDED INSURANCE (For all projects)

A. INSURANCE REQUIREMENTS

The Contractor shall maintain in full force and effect and cause its subcontractors to maintain, for the period covered by the Contract, the following insurance:

1. Comprehensive or commercial general liability insurance with limits not less than $1,000,000 per each occurrence combined single limit for bodily injury and property damage, including coverage for contractual liability, personal injury, independent contractors, explosion, collapse and underground (XCU), broad form property damage, products liability, and completed operations.
   a. Should any of the required insurance be provided under a form of coverage that includes an annual general aggregate limit or provides that claims investigation or legal defense costs be included in such annual general aggregate limit, such annual general aggregate limit shall be two times the occurrence limits stipulated.
   b. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this contract, and without lapse, for a period three years beyond the contract expiration, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the contract, such claims shall be covered by such claims-made policies.

2. Comprehensive or business automobile liability insurance with limits not less than $1,000,000 per each occurrence combined single limit for bodily injury and property damage, including coverage for owned, non-owned, and hired automobiles, as applicable.

3. Workers' Compensation, including Employers' Liability Insurance with limits not less than $1,000,000 each accident, occurrence or disease and $1,000,000 aggregate.
   a. The Workers' Compensation Insurance shall cover any compensation payable under the provisions of the act of legislature of the State of California, known as the "Workmen's Compensation Insurance and Safety Act" approved May 26, 1913, and all acts amendatory and supplemental thereto. If the Contractor fails
to maintain such insurance, the District, at its sole option and without incurring any further obligation to provide insurance, may take out Workers' Compensation Insurance to cover any compensation payable under the provisions of the Act by reason of any employee of the Contractor being injured or killed, and to deduct and retain the amount of the premium for such insurance from any sums due the Contractor. If the injury occurs to any employee of the Contractor for which the employee, or its dependents in the event of its death, is entitled to compensation from the District under the provisions of said Act, or for which compensation is claimed from the District, the District may retain from the sums due the Contractor under these Contract Documents an amount sufficient to cover such compensation, as fixed by said Act, until such compensation is paid; and if the District is compelled to pay such compensation, it will deduct and retain from such sums the amount so paid.

b. The Contractor shall sign and file with the District the following certification prior to performing the Work of the Contract:

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

4. **Builder's Risk Insurance** on an All-Risk Form covering the new Work under the Contract, excluding earthquake and flood but including ensuing perils, with limits not less that the Contract Sum and any deductible not to exceed $10,000.

   a. Coverage for debris removal limits not less than $1,000,000.
   
   b. Such policy shall name the District as loss payee and shall be issued by carrier(s) satisfactory to the District and licensed through the Department of Insurance to conduct insurance business in California.

   c. In the event of any damage except earthquake and flood, it shall be the Contractor's responsibility to perform at its expense all required repair and replacement including damage to adjacent areas.

   d. The Contractor shall be responsible for all losses not covered by the policy, excluding earthquake and flood, including the deductibles.

5. In the event that the Contractor employs professional engineering services, the Contractor shall require the retained engineers to carry professional liability insurance with limits not less than $1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Agreement and any deductible not to exceed $50,000 each claim. The Contractor shall provide the District with Certificates of Insurance for any such policy.

6. In the event that the Contractor is performing abatement of hazardous or contaminated materials work or employs a subcontractor or entity for abatement of hazardous or contaminated materials, the Contractor shall furnish or require the subcontractor or entity to maintain environmental liability insurance with limits not less than $1,000,000, policy written on an occurrence form, with any deductible not to exceed $25,000, including coverage for Contractor's pollution legal liability for contaminated soils, asbestos, lead, underground storage tanks, and other hazardous materials which may be encountered at the site.

B. **INSURANCE BY OTHERS:**
For General Liability, Environmental Pollution Liability and Automobile Liability Insurance, the Contractor shall include as additional named insureds, the District, the Architect, the District’s Consultants, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them.

C. FORM OF POLICIES AND OTHER INSURANCE REQUIREMENTS:

1. Before commencement of the Work of this Contract, certificates of insurance shall be furnished to the District, with complete copies of policies to be furnished to the District promptly upon request.

2. Approval of the insurance by the District shall not relieve or decrease the extent to which the Contractor or subcontractor of any tier may be held responsible for payment of any and all damages, except damage caused by earthquake or flood, resulting from its operations. All policies of insurance and certificates shall be satisfactory to the District.

3. Liability insurance shall be on an occurrence basis; and said insurance shall provide that the coverage afforded thereby shall be primary coverage (and non-contributory to any other existing valid and collectable insurance) to the full limit of liability stated in the declaration, and such insurance shall apply separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one (1) insured shall not operate to increase the insurer’s limits of liability.

4. Each such policy shall provide that no cancellation, non-renewal nor any reduction in its coverage shall occur without the carrier giving to the District at least thirty (30) days’ written notice prior thereto. All notices shall be made to:

   Sadiq B. Ikharo  
   Vice Chancellor of General Services  
   Peralta Community College District  
   333 East 8th Street  
   Oakland, CA 94606

   L. Mark Sennette  
   Director of Capital Projects  
   Peralta Community College District  
   333 East 8th Street  
   Oakland, CA 94606

5. The Contractor shall file with the District a certificate of the required new or renewed policy at least ten (10) days before the effective date of such cancellation, change or expiration, with a complete copy of new or renewed policy.

6. If, at any time during the life of this Contract, the Contractor fails to maintain any item of the required insurance in full force and effect, all Work of this Contract may, at District’s sole option, be discontinued immediately, and all Contract payments due or that become due will be withheld, until notice is received by the District as provided hereinbefore that such insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to the District.

7. Any failure to maintain any item of the required insurance may, at District’s sole option, be sufficient cause for termination of this Contract.

E. Insurance companies shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing insurance in the State of California. All insurance companies shall have an "A-,VIII" in Bests Rating Guide and shall be satisfactory to the District.

11.02 CONTRACTOR ADDITIONAL INSURANCE REQUIREMENTS (For all projects)

A. Notice to the District: Further the policy will provide not less than thirty (30) days prior written notice to District’s Program Administrator or its Designee of any material change in the insurance
or cancellation or non-renewal.

B. **Additional Insured:** The District will be endorsed as “additional insured” on Contractor’s and Subcontractors’ policy or policies. Contractor and Subcontractors shall furnish Certificates of Insurance evidencing said coverage before commencing work on the Project.

C. **Contractor Construction Equipment Insurance:** Any policies maintained by the contractor and subcontractors on their owned and/or rented equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Owner and all other indemnities named in the contract.

D. **Professional Liability Insurance (Errors & Omissions):** In the event any contract specifications requires your firm to provide professional services, such as but not limited to, architectural, engineering, construction management, surveying, design, etc., a certificate of insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than $1,000,000. Any material change in limits, coverages or loss of aggregate limit due to outstanding claims must be reported to the District within 30 days of any such event.

E. **Environmental and Asbestos Abatement Coverages:** If this Agreement involves the removal of asbestos, the removal/replacement of underground tanks or the removal of toxic chemicals and substances, the Contractor will be required to provide adequate coverages, with limits not less than $1,000,000 per claim basis, for such exposures subject to requirements and approval of the District.

F. **Hold Harmless clause:** Work done on the premises, or in connection with the prosecution of this contract by the Contractor, shall be at the Contractor’s risk and the Contractor shall assume any and all liability and shall hold harmless the District, their agents, servants or employees, from claims or demands, cost expenses, loss or damage due to bodily injury, sickness or disease, including death to employees of the Contractor or any other person, or damage of property including loss of use thereof suffered by employees of the Contractor or any other person; arising out of the performance of the contract, whether such are based upon negligence of the District or any other person, firm, corporation or organization for whom such contract is being performed, their agents, employees or otherwise.

**11.03 PROOF OF CARRIAGE OF INSURANCE**

A. Before work is started, the Contractor shall forward to the Owner two copies of a Certificate of Insurance or Memorandum of Insurance, evidencing that all required Contractor Furnished Insurance is in force, executed by an authorized representative of the insurance company, and naming Owner as additional insured as outlined below.

B. Certificates and insurance for contractor furnished insurance policies shall include the following clause:

   “This policy shall not be cancelled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District. Date of cancellation or reduction may not be less than Thirty (30) days after date of mailing notice.”

C. Certificates of insurance for contractor furnished insurance policies shall state in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, and cancellation and reduction notice.

D. Certificates of insurance for contractor furnished insurance policies shall clearly state that the District is named as an additional insured under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by the District.

E. Contractor furnished policies will be written by an insurer of satisfactory character including a Best’s rating of not less than A- VIII and an admitted carrier in the State of California. If
requested by the District, a certified copy of the actual policies with appropriate 
endorsement(s) and other documents shall be provided to the District.

F. In the event the contractor or any subcontractor fails to furnish and maintain required 
insurance or to furnish satisfactory evidence thereof, the Owner may procure and maintain 
such coverages for all parties on behalf of the contractor. Contractor shall furnish all 
necessary information and pay the premium cost to the District immediately upon 
presentation of a premium invoice.

G. Subcontractors. Should a contractor engage a subcontractor, the same conditions will apply 
to each subcontractor. Each subcontractor must be covered by insurance of the same 
character and in the same amounts as the Contractor, naming the Contractor and the Owner 
as additional insureds. Copies of certificates of insurance for subcontractors must be filed 
with the District within thirty (30) working days after issuance of a Notice to Proceed and at 
least five (5) working days before the subcontractor begins work on the site. Failure to 
provide evidence of such insurance shall result in the subcontractor being excluded from the 
site until proper coverage is verified. The cost of any resulting delay will be borne by the 
contractor.

11.04 PERFORMANCE BOND AND PAYMENT BOND

A. At the time of execution of the Contract, the Contractor shall file with the District the following 
bonds:

1. A Corporate Surety Bond, in a sum not less than 100 percent of the amount of the 
   Contract, to guarantee the faithful performance of the Contract.

2. A Corporate Surety Bond, in a sum not less than 100 percent of the amount of the 
   Contract, to guarantee the payment of wages for services engaged and of bills 
   contracted for materials, supplies, and equipment used in the performance of the 
   Contract.

B. Corporate sureties on these bonds and on bonds accompanying bids shall be legally 
authorized, licensed and admitted through the California Department of Insurance to engage 
in the business of furnishing surety bonds in the State of California. All sureties shall have an 
"A-,VIII" rating in Bests Rating Guide and shall be satisfactory to the District. The Contractor 
will submit surety bonds on forms provided by the District.

C. The amount of the Contract, as used to determine the amount of the bonds, shall be the 
amount based on the Contract Sum.

D. Failure of the successful Bidder to execute the Contract and deliver the required bonds and 
insurance within the 10-day period may constitute a default, and Bid Guarantee may be 
forfeited. Thereupon, the Owner at its sole option may award the Contract to the next 
acceptable Bidder, waive the time limit, or readvertise for Bids. The money and proceeds 
from the check or bond, as the case may be, shall be applied towards payment of damages to 
PCCD caused by the delay on the construction schedule, and secondly, the necessity of 
accepting a higher or less desirable proposal due to this delay caused by the failure or refusal 
on the part of the successful bidder to execute the Contract. The amount of the check or 
bond, as the case may be, shall not constitute a limitation upon the right of the Owner to 
recover for the full amount of such damage.

ARTICLE 12 - UNCOVERING AND CORRECTION OF WORK

12.01 UNCOVERING OF WORK

A. No Work shall be covered until inspected by the District.
B. If a portion of the Work is covered contrary to the District's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the District, be uncovered for the District's observation and be replaced at the Contractor's expense without change in the Contract Time.

C. If a portion of the Work has been covered which the District has previously inspected, the District 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 uncovering and replacement shall, by appropriate Contract Modification, be paid by the District. If such Work is not in accordance with the Contract Documents, the Contractor shall pay for all costs to uncover and replace the Work, as well as related disruptions and delays.

12.02 CORRECTION OF REJECTED AND FAILING WORK

A. The Contractor shall promptly correct Work rejected by the District or failing to conform to the requirements of the Contract Documents, whether observed before or after Project Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the District representative's services and expenses made necessary thereby and at the labor rates included in contracts between District and District representatives.

C. If, within one (1) year after the date of Project Completion, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so. This period of one (1) year shall be extended with respect to portions of Work first performed after Project Completion by the period of time between Project Completion and the actual performance of the Work. This obligation under this Subparagraph shall survive acceptance of the Work under the Contract and termination of the Contract. The District will give such notice promptly after discovery of the condition.

C. The Contractor shall remove from the site those portions of the Work, which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the District.

D. If the Contractor fails to correct non-conforming Work within a reasonable time as determined by the District, the District may correct it in accordance with Paragraph 2.03. If the Contractor does not proceed with correction of such non-conforming Work within a reasonable time fixed by written notice from the District, the District may correct it and store the salvable materials or equipment and dispose of non-salvable material at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the District may upon ten additional days' written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including reimbursement to the District of compensation for the District representatives' services and expenses made necessary thereby. If such proceeds of sale do not cover costs, which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the District.

E. The Contractor shall bear the cost of correcting destroyed or damaged Work of the District or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
F. Nothing contained in this Paragraph shall be construed to establish a period of limitation with respect to other obligations, which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described hereinbefore relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.03 CORRECTION OF DEFECTIVE WORK

A. The Contractor shall be responsible for and shall replace any defective Work, whether due to faulty materials or errors in workmanship, which may be discovered in any part of the Work within one (1) year after its acceptance by the District and the District's filing of Certificate of Completion, or within such longer period as provided elsewhere in the Contract Documents or by law.

B. Except as otherwise expressly provided elsewhere in the Contract Documents, the Contractor agrees to correct any defective work performed and any defective materials furnished hereunder for a period of one (1) years from Acceptance of the Work of this Contract by the District and the District's filing of the Notice of Project Completion.

1. The Contractor further agrees to correct any defective work performed in installation of equipment manufactured by others but installed by the Contractor.

C. Testing shall not be construed as operation or a continuation of the work. The Contractor, after receipt of notice, shall promptly make good at its expense all defects developing during the warranty period except where such is attributable to abuse. This agreement to correct defective work shall continue for corrected or replaced articles, or, if only parts of such articles are corrected or replaced, for such corrected or replaced parts, until one (1) year after date of re-deliver or correction.

D. If the District does not require correction or replacement of a defective or non-conforming article (a non-conforming article meaning an article that does not conform to that which is called for in the Contract Documents), the Contractor, if required by the District within a reasonable time after notice of defect or non-conformance, shall pay to the District such portion of the Contract price as is equitable in the circumstances as determined by the District.

E. This agreement to correct defective work, and all similar agreements applicable to Subcontractors', manufacturers' or suppliers' equipment used in or as a part of the Work (whether on equipment of the nature above specified or otherwise) shall inure to the benefit of the District without necessity of separate transfer or assignment thereof.

F. The remedies provided for in this clause shall not be restrictive but shall be cumulative and shall be in addition to all other legal remedies the District may possess with respect to latent defects or frauds.

12.04 ACCEPTANCE OF NON-CONFORMING WORK

A. If in the judgment of the District, it is undesirable or impracticable to replace any defective or non-conforming Work, the compensation to be paid to the Contractor shall be reduced by such amount as in the judgment of the District and its authorized representatives shall be equitable.

ARTICLE 13 - MISCELLANEOUS PROVISIONS
13.01 GOVERNING LAW

A. The Contractor shall keep itself fully informed of and comply with all Federal, State and Local laws and orders of any properly constituted authority in any manner affecting this contract, the performance of the Work or those persons engaged therein, including but not limited to Titles 19, 21, and 24 of the California Code of Regulations, California Code of Regulations Title 16, Chapter 8, Paragraph 810-887, Title 1, Division 5 of the California Government Code (Section 4000, et seq., “Public Work and Public Purchases”), the California Public Contract Code, The California Contractor’s Licensing law and Title 2, Division 2, Part 23, Chapter 2 of the California Education Code (Section 39100, et seq., “Construction of School Buildings”). The Contractor shall examine the Contract Documents for compliance with these Codes and Regulations and shall promptly notify the District and the Architect of any discrepancies.

B. All construction and materials of this contract shall be in full accordance with the latest rules and regulations and requirements of the California Building Code (1995 Edition) and the requirements of Titles 19 and 24 and other applicable provisions of the California Code of Regulations (California Administrative Code) unless otherwise specified in the General Requirements (Division 1), CAL-OSHA, the State Division of Industrial Safety of the Department of Industrial Relations, the Public Utilities Commission of the State of California, State Fire Marshal, the latest rules of the National Fire Protection Association, the Department of Public Health of the City and County of San Francisco, State and National laws and regulations, and of any other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by the Contractor and any and all persons, firms and corporations employed by or under it. Authorized persons may at any time enter upon any part of the Work to ascertain whether such laws, ordinances, regulations or orders are being complied with. No additional costs will be paid or extensions of time granted as a result of such compliance. Each of the above-referenced provisions are incorporated by reference as if fully set forth herein.

C. The Contractor shall maintain in his project office a current copy of Titles 19 and 24 of the California Code of Regulations at all times during construction on this Project. Whenever the Drawings and Specifications require higher standards than are required by the regulations, the Drawings and Specifications shall govern. Whenever the Drawings and Specifications require something, which will violate the regulations, the regulations shall govern.

13.02 SUCCESSORS AND ASSIGNS

A. The Contractor shall constantly give its personal attention to the faithful prosecution of the Work. It shall keep the Work under its personal control and shall not assign by power of attorney or otherwise, nor subcontract the whole or any part thereof, except as herein provided and in accordance with the California Contractors Subletting laws.

B. All transactions with subcontractors will be made through the Contractor, and no subcontractor shall relieve the Contractor of any of its liabilities or obligations under the Contract.

C. When any subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the District representative, the Contractor shall remove such subcontractor immediately upon written request of the District, and shall request approval of a new subcontractor to perform the Work pursuant to California Public Contract Code Section 4107, at no added cost to the District.

D. The Contract shall not be assigned except upon the approval of the District.

13.03 WRITTEN NOTICE
A. The addresses given in the Agreement are hereby designated as the legal address of the Contractor and the District, but any such address may be changed at any time by notice in writing, delivered to the other party. The delivery at such legal address or the depositing in any post office or post office box regularly maintained by the United States Postal Service, in a paid wrapper, directed to the other party at such address, of any drawing, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon that party.

13.04 RIGHTS AND REMEDIES

A. Duties and obligations imposed by the Contract Documents and rights and remedies available there under shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

B. Except as otherwise specifically provided herein, no action or failure to act by the District or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

13.05 TESTS AND INSPECTIONS

A. Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Contractor shall make arrangements for such tests, inspections and approvals through the District Inspector in accordance with the Uniform Building Code, California Building Code and applicable state laws or regulations. The Contractor shall give the District a minimum of 48 hours notice, excluding weekends and District holidays, of when and where tests and inspections are to be made so the District may arrange and observe such procedures. Tests and testing laboratories shall conform to California Code of Regulations Title 24, Part 1, Section 4-335.

1. The District will retain the services of testing agencies or consultants to perform such tests or inspections and render such services as may be required to verify that the Work fulfills the requirements and intent of the Contract Documents. Such services will be performed in a manner consistent with the requirements of the District and the various agencies having jurisdiction over the Work and in accordance with reasonable standards of architectural and engineering practice.

2. The District reserves the right to modify the scope of, or to reallocate, any of the testing and inspection services specified in the various Sections of the Contract Documents to be performed by a testing agency or consultant retained by the District in connection with the Work.

3. The Contractor shall bear the cost of special inspections or observations if additional such inspections or observations are occasioned by the Contractor's unexcused delay, or as a result of work that is rejected and corrected. Repeat Inspection or inspections requested and subsequently canceled, may be subject to back charges.

B. If the District or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included herein, the District will order the performance of such services by qualified independent testing agencies, or consultants as may reasonably be required. The District shall bear such costs except as otherwise provided herein.

C. If such procedures for testing, inspection or approval reveal failure of the portion of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the District representatives' and consultants' services and expenses.
1. If the District's observation of any inspection or testing undertaken pursuant to Paragraph 13.05 reveals a failure in any one of a number of identical or similar items or elements incorporated in the Work to comply with (a) the requirements of the Contract Documents or, (b) with respect to the performance of the Work, with laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, the District will have the authority to order inspection and testing of all such items or elements of the Work, or of a representative number of such items or elements of the Work, as it may consider necessary or advisable.

2. The Contractor shall bear all costs thereof, including reimbursement to District for the District representatives' and consultants' additional services, if any are required, made necessary thereby. However, neither the District's authority to act under Paragraph 13.05 nor any decision made by the District's representative in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the District to the Contractor, any Subcontractor, or any of their agents or employees, or any other person performing any of the Work.

D. The failure of District, Architect and its representatives and consultants, or District’s Project Inspector to observe or inspect the Work, or to detect deficiencies in the Work, or to inform Contractor of any deficiencies which may be discovered, shall not relieve Contractor, its subcontractors regardless of tier, or suppliers from their responsibility for construction means, methods, techniques, sequences and procedures, construction safety, nor from their responsibilities to carry out the work in accordance with the Contract Documents and to detect and correct defective work. The term “defective work” means work that is unsatisfactory, faulty, omitted incomplete, deficient, or does not conform to the requirements of the Contract Documents, directives of Architect or the requirements of any inspection, reference standard, test, or approval specified in the Contract Documents, or has been damaged prior to final completion, unless responsibility for the protection of such work has been assumed by District through beneficial occupancy (or substantial completion, where applicable) in accordance with the General Conditions.

E. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor.

F. If the District representatives are to observe tests, inspections or approvals required by the Contract Documents, the District shall do so promptly and, where practicable, at the normal place of testing. If the testing location is outside the nine (9) county Bay Area, the Contractor shall bear the travel-related costs, including transportation, lodging, meals, long-distance telephone calls and facsimile transmittals, and associated expenses of the District.

G. The Contractor shall furnish promptly, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspection and test as may be required by the District. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

1. The District reserves the right to charge to the Contractor any additional cost of inspection or test when material or workmanship is not ready at the time specified or when re-inspection or re-test is necessitated by prior rejection or unexcused delay.

H. All materials, equipment, and workmanship used in the work of Project shall be subject to inspection and special inspection or testing at all times during Construction and/or manufacture in accordance with California Code of Regulations Title 24, Part 1, Section 4-333(c) and 4-335.

I. The District shall supply an inspector(s) who shall observe construction in progress. The inspector shall act under the direction of the Architect and the Peralta Community College
1. Observe installations and work in progress as a basis for determining conformance of the work, materials and equipment with the Construction Documents. Project Inspector will report any discrepancies observed to Architect, District, and Contractor. Only the Architect has the authority to make approvals or rejections.

2. Only Architect shall interpret the requirements of the Construction Documents. If any item is ambiguous, Architect shall make a written interpretation. If Contractor requests changes or modifications to the Construction Documents, Architect shall make a written determination on the requested changes or modifications.

3. Prepare an inspection report for each inspection performed.

4. Review the monthly progress payment request before Contractor submits it to the Architect.

5. Assist the Architect in reviewing the test and inspection results of testing laboratories.

6. The Project Inspector is not authorized to permit deviations from the requirements of the Contract Documents unless such deviation has been approved by the District and the Architect.

7. The Project Inspector is not authorized to advise on or issue directions to Contractor about any aspect of construction means, methods, techniques, sequences or procedures, or relating to safety programs in connection with the Project.

J. All inspection shall be scheduled through the District Inspector by issuing an inspection request using the District standard form.

13.06 EQUAL OPPORTUNITY

A. Nondiscrimination provisions shall be in accordance with and pursuant to the provisions of the Peralta Community College District Policy on Equal Opportunity.

B. To be eligible for award of the contract, the Contractor must agree to comply with all applicable requirements authorized by the Peralta Community College District Policy where applicable.

C. It is the policy of the District that in connection with all work performed under contracts, there will be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, handicap, or marital status. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act, beginning with Government Code Section 12900 and Labor Code Sections 1735, 1777.5, 1777.6 and 3077.5. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work.

13.07 APPRENTICES

A. Contractors must comply with certain apprenticeship obligations set forth in the Labor Code (LC Section 1777.5). Every such apprentice shall be paid the standard wage paid to
apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered.

B. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3, are eligible to be employed as apprentices on public works. 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.

C. When the Contractor to whom the contract is awarded by the state or any political subdivision, or any Subcontractor under him or her, in performing any of the work under the contract or subcontract, employs workers in any apprenticeable craft or trade, the contractor and Subcontractor shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade in the area of the site of the public work 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, approval as established by the joint apprenticeship committee or committees shall be subject to the approval of the administrator of Apprenticeship. The joint apprenticeship committee or committees, subsequent to approving the subject Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor in order to comply with this section. Every Contractor and Subcontractor 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. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the craft or trade in the area of the site of the public work to ensure equal employment and affirmative action in apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local joint apprenticeship committees provided they are already covered by the local apprenticeship standards. The ratio of work performed by apprentices to journeymen who shall be employed in the craft or trade on the public work may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentices work for every five hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen.

D. 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 job site and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the end of the contract. However, the Contractor shall 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 job site. Where an hourly apprenticeship ration 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.

E. The Contractor or Subcontractor, if he or she is covered by this section, upon issuance of the approval certificate, or if he or she has been previously approved in the craft or trade, shall employ the number of apprentices or the ration of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the contractor that he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the
contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply
to contracts of General Contractors or to contracts of specialty Contractors not bidding for
work through a general or prime contractor, when the contract of General Contractors or
those specialty Contractors involve less than thirty thousand dollars ($30,000) or 20 working
days. Any work performed by a journeyman in excess of eight hours per day or 40 hours per
week, shall not be used to calculate the hourly ratio required by this section.

F. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as
an apprenticeable occupation in accordance with rules and regulations prescribed by the
Apprenticeship Council.

G. A Contractor to whom the contract is awarded, 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 and who is not contributing to a fund or funds to administer and
conduct the apprenticeship program in any craft or trade in the area of the site of the public
work, to which fund or funds other contractors in the area of the site of the public work are
contributing, shall contribute to the fund or funds in each craft or trade in which he or she
employs journeymen or apprentices on the public work 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 the funds, Contractors not signatory to the trust
agreement shall pay alike amount to the California apprenticeship Council. The Contractor or
Subcontractor may add the amount of the contributions in computing his or her bid for the
contract. The Division of Labor Standards Enforcement is authorized to enforce the payment
of the contributions to the fund or funds.

H. The prime Contractor is responsible for compliance with the above to include their
Subcontractors.

I. All decisions of the joint apprenticeship committee under this section are subject to Section
3081. (Amended by Stats. 1989, Ch. 1224.)

13.08 WAGES AND PAYROLLS

A. It is hereby understood and agreed that all provisions of Section 1770 et seq. of the California
Labor Code are required to be incorporated into every contract for any public work or
improvement and are provisions of this Contract. Applicable Labor Code provisions control
over any conflicting provision contained herein.

B. It is hereby understood and agreed that all provisions of California Labor Code Sections 1770
et seq. and sections 1810, et seq. are incorporated as provisions of this Contract, including
but not limited to the following:

1. The Contractor shall pay to all persons performing labor in and about the Work provided
for in this Contract not less than the general prevailing rate of wages as determined by
the Director of the California Department of Industrial Relations for their respective crafts
and employment, including such wages for holiday and overtime work. The bidder is
cautioned to inspect the minimum wage rates as rates are updated periodically.

2. The Contractor shall insert in every subcontract or other arrangement which it may make
for the performance of any Work or labor on the Work provided for in this Contract, a
provision that said subcontractor shall pay to all persons performing labor or rendering
service under said subcontract or other arrangement the general prevailing rate of wages
determined as set forth herein after for the respective crafts and employment, including
such wages for holiday and overtime work.

3. The Contractor shall keep or cause to be kept an accurate record showing the name,
place or residence, occupation, and per diem pay, of each person engaged in the
execution of this Contract, and every subcontractor who shall undertake the performance of any part of the Work herein required shall keep a like record of each person engaged in the execution of the subcontract. All of said records shall at all times be open to the inspection of and examination of the District and its authorized representatives.

4. The Contractor shall submit its monthly-certified payrolls with its progress payment applications to the District.

5. Should the Contractor, or any Subcontractor who shall undertake the performance of any part of the Work herein required, fails or neglects to pay to the persons who shall perform labor under this Contract, subcontract or other arrangement for the Work the general prevailing rate of wages as herein specified, it shall forfeit, and in the case of any subcontractor so failing or neglecting to pay said wage, the original contractor and the subcontractor shall jointly and severally forfeit, to the District the sum of fifty dollars ($50.00) per day for each laborer, worker or mechanic employed for each calendar day or portion thereof, while said person shall be so employed and not paid said highest general prevailing rate of wages. The District will deduct the amount, which would otherwise be due on said payment the amount of said forfeiture, or forfeitures as so certified.

6. No person performing labor or rendering service in the performance of any contract or subcontract for the Work herein required shall perform labor for a longer period than forty (40) hours per week, or five (5) days of eight (8) hours each, excepting those in crafts in which a shorter work day now prevails by agreement in private employment. Any Contractor or subcontractor who violates this provision shall be liable for the same penalties and forfeitures as those specified in Subparagraph 5 above for each laborer, mechanic or artisan employed for each calendar day or portion thereof wherein such laborer, mechanic or artisan is compelled or permitted to work more than the days and hours specified herein. Provided, that if it is so stipulated in the General Conditions, the number of days and hours of labor per week may be extended beyond the limitations above mentioned, but not to exceed eight (8) hours in any one calendar day, or six (6) days in any calendar week. In the event that emergency conditions shall arise making a change advisable during the performance of the Contract, or any portion thereof, the hours and days of labor may be extended beyond the limits hereinabove expressed, but not to exceed an additional 8 hours per day, upon the written authority of the District. Failure of the contractor to perform its contract within the time provided shall not be deemed to constitute an emergency.

C. Certification of Payroll Records: In accordance with Section 1776 of the California Labor Code:

1. The Contractor shall, and shall require that its Subcontractors, keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by it or her in connection with this Contract.

2. The payroll records shall be certified and shall be submitted to the District within five (5) days of each of the payroll periods of the Contractor and his subcontractors, and at least once monthly. Pay requests shall not be processed until certified payroll records have been submitted up-to-date. In addition, the payroll records shall be available for inspection at all reasonable hours at the job site office of the Contractor on the following basis:

   a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or its or her authorized representative on request.
b. A certified copy of all payroll records shall be made available for inspection or furnished upon request to a representative of the District.

c. A certified copy of all 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 either the District or the Department of Industrial Relations.

3. The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request.

4. Any copy of payroll records made available for inspection as copies and furnished upon request of the public or any public agency by the District shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

5. The Contractor shall inform the District of the location of the payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.

6. In the event of noncompliance with the requirements of said Section 1776, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said section. Should noncompliance still 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 a portion thereof of non-compliance, for each worker, until strict compliance is effected. Upon the request of the Department of Industrial Relations, or the District, such penalties shall be withheld from progress payments then due. All penalties and forfeitures set forth herein shall at the expiration of ninety (90) days after completion of the contract and formal acceptance of the work by the District, be forwarded to the State Treasurer if requested by the Division of Labor Standards Enforcement.

7. The responsibility for compliance with Section 1776 shall be on the Contractor.

8. No progress payments will be processed until the Contractor has submitted, to the District, certified payrolls pursuant to Section 1770 et seq. of the California Labor Code for the periods involved for all employees including those of subcontractors. The District will not be liable to the Contractor for costs arising from the delay in making progress payments.

9. If the District receives formal notice either by service or summons or registered mail of a suit commenced to recover the withheld amounts within the ninety (90) day period following contract completion, it shall retain them until a final court judgment is obtained. It shall distribute the withheld amounts in accordance with said judgment.

10. Should the District not have withheld sufficient funds to cover all penalties and forfeitures due, it shall notify the Department of Labor Standards Enforcement of the judgment and provide whatever assistance is requested by the Division of Labor Standards Enforcement to recover penalties due for failure to pay prevailing wage.

11. Should there be a reasonable belief on the part of the District that prevailing wages are not being paid by the contractor or his subcontractors, it may conduct an investigation to determine if this is the case. After a full investigation, if the District determines that the prevailing wage is not being paid, it shall withhold fifty dollars ($50.00) per day per
worker (in accordance with Labor Code 1775) whom it determines is not being paid the prevailing wage from the next progress payment due, or final payment. Alternatively, the District may notify the Division of Labor Standards Enforcement, requesting a full investigation. Should the result of the investigation conclude that the prevailing wage was not being paid, the District will withhold the amount indicated above in the manner set forth herein.

12. The statutory penalties for willful noncompliance with prevailing wage requirements may be enforced after a formal determination of non-compliance. A willful violation may result in debarment of one (1) to three (3) years in accordance with Labor Code Section 1777.1.

13. The District retains the right to consider the contractor's willful failure to pay prevailing wage in awarding future contracts, to the extent permitted by law.

D. Copies of such prevailing rates of per diem wages are on file at the Office of the Division of Labor Statistics and Labor Prevailing Wage Unit, 525 Golden Gate Avenue, San Francisco, California 94102 or at Peralta Community College District, Facilities Planning and Construction, 50 Phelan Avenue, Room B-601, San Francisco, CA 94112, (415) 239-3046.

13.09 TEMPORARY FACILITIES

A. The Contractor shall obtain permits for, install and maintain in safe condition, whatever scaffolds, hoisting equipment, barricades, walkways, or other temporary structures, which may be required to accomplish the work on the construction project. Such structures shall be adequate for the intended use and capable of safely accepting all loads that may be imposed upon them. They shall be installed and maintained in accordance with all applicable State and Local codes and regulations. The Contractor is responsible for maintaining access to the buildings at all times.

B. The Contractor shall provide, maintain, and remove all weather protection required to protect the work or District property.

C. The Contractor is responsible for parking and storage as required by the Contractor, Subcontractors, and Suppliers on this project. The Contractor shall provide, maintain, and remove all work required to comply with the Storm Water Run-off Plan.

D. The Contractor shall provide and maintain temporary heat from an approved source whenever in the course of the work it may become necessary for curing and drying of materials, or to warm spaces as may be required for the installation of materials or finishes. If new permanent HVAC equipment is used for this purpose, equipment warranty periods shall not start at this time. All warranties begin at project completion and acceptance by PCCD.

E. The Contractor shall provide and maintain any and all facilities that may be required for dewatering in order that work may proceed on the project. If it is necessary for dewatering to occur continually, the Contractor shall have on hand whatever spare parts or equipment that may be required to prevent interruption of dewatering.

F. The Contractor shall provide and maintain all utility services necessary to perform the work under this Contract. These may include, but are not limited to, electricity, water, gas, sewer and telephone, including charges and installation fees. Contractor shall furnish and maintain all means of distribution of utility services required within the site to properly complete the project. Electrical work shall be consistent with Division of Industrial Safety “Electrical Safety Orders (ESO), Public Utilities Commission “Rules of Overhead Line Construction” (G.O. 95), the Division of the State Architect, and CAL-OSHA. The Contractor shall provide and maintain adequate fire extinguishers and safety kits to be used in the event of an emergency.
G. Materials, tools, accessories, etc., shall be stored only where directed by the District. Storage area shall be kept neat and clean. Security of stored items shall be the Contractor's responsibility.

H. When flammable materials are stored on site, extra precaution including clear identification shall be the responsibility of the Contractor and in accordance with all applicable Federal, State, and Local laws.

I. The Contractor shall provide and maintain temporary toilets in quantities and locations as required by CAL/OSHA and other local codes and regulations. They shall be maintained and supplied in a usable and sanitary condition at all times.

J. If water at construction site is determined to be non-potable by Job Inspector, Contractor shall provide and maintain adequate potable water stations at site until final completion of Construction Project.

K. The Contractor shall maintain an office at the project site, which will be his headquarters for this Project. Any communications delivered to this office shall be considered as delivered to the Contractor. Location and size of office shall be such that it will adequately serve the needs of the Contractor's superintendent and assistants in the performance of their duties.

L. The Contractor shall also provide and maintain an office for the use of the Inspector and Architect on the site at a location to be determined by the Owner and/or the Owner's representative. This office will be watertight and of adequate size to accommodate a desk, chair, filing cabinet, plan rack, two stools, and large plan table, all provided by the Contractor. This office shall be provided with windows, lighting, heat and a non-coin operated telephone, all to be paid for by the Contractor for the duration of the Project.

M. The Contractor shall promptly remove all such temporary facilities when they are no longer needed for the work or for completion of the Project, mutually agreed upon by the Contractor and the District.


13.10 CONFLICT OF INTEREST

A. Contractor understands the following and certifies that it does not know of any facts which constitutes a violation:

1. Contractor hereby certifies that no current Board member or employee of the Peralta Community College District, and no one who has been a Board member or who has been employed by the Peralta Community College District within the past two years, has participated in bidding, selling or promoting this contract. Furthermore, Contractor certifies that no such current or former Board member or employee has an ownership interest in this contract, nor shall any such current or former Board member or employee derive any compensation, directly or indirectly, from this contract. Contractor understands that any violation of this provision of the contract shall make the agreement voidable by the District.

2. Government Code of the State of California, Section 87100 et. seq. regarding Public officials; state and local; financial interest:

B. No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.
13.11. SUPERVISION BY THE DIVISION OF THE STATE ARCHITECT

A. The District (Owner) shall notify the Division of the State Architect (“ORS”) of the start of construction as required by California Code of Regulations, Title 24, Part 1, Section 4-331, and by California Education Code Sections 39152, 39153, 81142, and 81143.

B. As required by California Code of Regulations, Title 24, Part 1, section 4-334, during construction, reconstruction, repair, alteration of or addition to any school building, the ORS shall make such inspection as in its judgment is necessary or proper for enforcement of the act and the protection of the safety of the pupils, the teachers and the public. If at any time as the work progresses and prior to the issuance of the final approval, it shall be found by the ORS that modifications or changes are necessary to secure safety, orders shall be issued by the DSA for such modifications or changes.

13.12 INSTRUCTIONS AND MANUALS

A. Three copies each of all maintenance instructions, application/installation instructions and service materials called for in the Contract Documents shall be provided by the Contractor. These shall be complete as to drawings, details parts lists, performance data and other information that may be required for the Owner to easily maintain and service the materials and equipment installed under this Contract.

B. All manufacturer's application/installation instructions shall be given to the Inspector at least ten (10) days prior to first material application or installation of the item by the Contractor.

C. The maintenance instructions and manuals, along with any specified guarantees, shall be delivered by the Contractor to the Architect for review prior to submission to the Owner. The Contractor or appropriate Subcontractors shall instruct Owner's personnel in the operation and maintenance of the more complex equipment prior to final acceptance of the Project.

13.13 AS-BUILT DRAWINGS

A. The Contractor and all his subcontractors shall maintain a separate complete set of contract drawings at the work site, which will be used solely for the purpose of recording changes made in any portion of the work during the course of construction, regardless of the reason for the change. As changes occur, they will be included or marked on this record set on a daily basis if at all possible to keep them up to date at all times. Actual locations to scale shall be identified on the drawings for all runs of mechanical and electrical work, including all site utilities, etc., installed underground, in walls, floors, and furred spaces, or otherwise concealed areas. Deviations from the drawings shall be shown in detail. All main runs, whether piping, conduit, ductwork, drain lines, etc., shall be located in addition, by dimension and elevation. Where appropriate, the source document of the change shall be noted, i.e., RFI #, etc.)

D. Progress payments may be delayed or withheld until such time as the record set (AS BUILT DRAWINGS) is brought up to date to the satisfaction of the Architect. The Contractor shall verify that all changes in the work are included in the AS-BUILT drawings and shall deliver the complete set thereof to the Architect for his review and satisfaction prior to submittal to the Owner. A necessary condition for release of final retention shall be submission of complete set of AS BUILT drawings to the Owner as approved by the Architect. These drawings shall be submitted to the Owner with request for final payment.

13.14 PREVAILING WAGES

A. The District reserves the right to monitor Prevailing Wages in the work force in accordance with the rights given the District by the Labor Code and the Contractor agrees to cooperate with the District at no additional cost to the District.
13.15 ASBESTOS MATERIALS

A. No materials containing asbestos shall be used or installed in the work on District contracts unless the Contractor has prior written approval from the manager of the District's Asbestos Control Program.

13.16 ASBESTOS ABATEMENT

A. No construction or demolition operations as required by the contract documents shall simultaneously operate in the proximity of an asbestos work area or affect in any way the asbestos abatement work, including air fiber levels. The General Contractor will be fully responsible for any costs associated with delays and/or additional testing directly or indirectly resulting from such interferences. All air samples above the specified criteria of 0.01 f/cc outside asbestos work areas will be required to be analyzed by transmission electron microscopy (TEM) at the Contractor's expense.

13.17 SCHOOL FACILITIES UNDER CONSTRUCTION OR RENOVATION; USE OF LEAD PAINT, PLUMBING, ETC. PROHIBITED

A. New School facilities under construction, or school facilities undergoing a modernization or renovation program, shall not utilize lead-based paint, lead plumbing and solders, or other potential sources of lead contamination (added by stats. 1992, c. 1317 (A.B.1659) 2. of General Education Code Provisions.

13.18 RECYCLING PROGRAM

A. It is the expressed intent of the PCCD to minimize waste and waste generation in all activities under its control and oversight. To that end, the Contractor shall be required to divert, to the maximum extent feasible, all materials from solid waste to other uses. Specific requirements are detailed as follows:

E. The Contractor shall be required to separate construction and demolition debris materials by type and arrange for pick-up or drop-off and re-use or recycle of said materials. Materials shall include, at a minimum, wood (re-usable dimensional lumber, re-usable wood pallets and recyclable untreated wood), ferrous and non-ferrous metals, cardboard, excavation soil, concrete, and asphalt, as appropriate, given the nature of the job. Materials need not be recycled if an appropriate re-use, employing a local firm, such as Building Resources, can be made.

D. The contractor shall provide the District, in advance, a list of material types that will likely become surplus throughout the course of the project and a plan for intended disposition. The Contractor is responsible for the removal of all construction and demolition debris generated by the project. The PCCD Recycling Coordinator can provide the Contractor with a list of acceptable companies that provide recycling and re-use service for construction and demolition debris. The PCCD Recycling Program will provide the Contractor with recycling services for the following materials: aluminum cans, glass bottles, white paper, and mixed paper.

ARTICLE 14 - TERMINATION OR SUSPENSION OF THE CONTRACT

14.01 TERMINATION BY THE DISTRICT FOR CAUSE

A. The District may terminate the Contract if the Contractor:

1. Refuses or fails to supply enough properly skilled workers or proper materials;
2. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

3. Otherwise is guilty of substantial breach of a provision of the Contract Documents.

B. 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 seven days' written notice, terminate employment of the Contractor and may:

1. Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

2. Accept assignment of subcontracts pursuant to Paragraph 5.03; and

3. Finish the Work by whatever reasonable method the District may deem expedient.

C. When the District terminates the Contract for one of the reasons stated in Article 14 of these General Conditions, the Contractor shall not be entitled to receive further payment until the Work is finished.

D. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the District representatives' services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor and/or the Surety shall pay the difference to the District. The amount to be paid to the Contractor or District, as the case may be, upon application, and be an obligation for payment that shall survive termination of the Contract.

14.02 SUSPENSION BY THE DISTRICT FOR CONVENIENCE

A. The District may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine.

B. An adjustment shall be made for increases in the cost of performance of the Contract caused by suspension, delay or interruption. No adjustment shall be made to the extent:

1. That performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

2. That an equitable adjustment is made or denied under another provision of this Contract.

14.03 TERMINATION BY THE DISTRICT FOR CONVENIENCE

A. The District may terminate the performance of Work under this Contract in accordance with this clause in whole, or from time to time in part, whenever the District shall determine that such termination is in the best interest of the District. Any such termination shall be effected by delivery to the Contractor of a notice of termination specifying the extent to which performance of Work under the contract is terminated, and the date upon which such termination becomes effective.

B. After receipt of a notice of termination, and except as otherwise directed by the District, the Contractor shall:

1. Stop Work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete the portion of the Work under the contract which is not terminated;

3. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;

4. Assign to the District, in the manner, at the times, and to the extent directed by the District, all of the right, title, and interest of the Contractor under the orders and subcontracts so terminated. The District shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the District, in writing, to the extent it may require. Its approval or ratification shall be final for all the purposes of this clause;

6. Transfer title to the District, and deliver in the manner, at the times, and to the extent, if any, directed by the District, (a) the fabricated or unfabricated parts, Work in process, completed Work, supplies, and other material produced as a part of, or acquired in connection with the performance of, the Work terminated by the notice of termination, and (b) the completed or partially completed drawings, information, and other property which, if the contract had been completed, would have been required to be furnished to the District;

7. Use its best efforts to sell, in the manner, at the times, to the extent, and at the price or prices that the District directs or authorizes, any property of the types previously referred to herein, but the Contractor (a) shall not be required to extend credit to any purchaser, and (b) may acquire any such property under the conditions prescribed and at a price or prices approved by the District. The proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the District to the Contractor under this contract or shall otherwise be credited to the price or cost of the Work covered by this contract or paid in such other manner as the District may direct;

8. Complete performance of such part of the Work as shall not have been terminated by the notice of termination; and

9. Take such action as may be necessary, or as the District may direct, for the protection and preservation of the property related to this contract, which is in the possession of the contractor, and in which the District has or may acquire an interest.

C. After receipt of a notice of termination, the Contractor shall submit to the District its termination claim, in the form and with the certification the District prescribes. Such claim shall be submitted promptly but in no event later than one (1) year from the effective date of termination, unless one or more extension in writing are granted by the District upon request of the Contractor made in writing within such 1-year period or authorized extension. However, if the District determines that the facts justify such action, it may receive and act upon any such termination claim at any time after such one-year period or extension. If the Contractor fails to submit its termination claim within the time allowed, the District may determine, on the basis of information available to the District, the amount, if any, due to the Contractor because of the termination. The District shall then pay to the Contractor the amount so determined.

D. Subject to the previous provisions, the Contractor and the District may agree upon the whole or any part of the amount or amounts to be paid to the Contractor because of the total or partial termination of Work under this Paragraph. The amount or amounts may include a reasonable allowance for profit on Work done. However, such agreed amount or amounts,
exclusive of settlement costs, shall not exceed the total contract price as reduced by the
amount of payments otherwise made and as further reduced by the contract price of Work
not terminated. The contract shall be amended accordingly, and the Contractor shall be paid
the agreed amount. Nothing following, prescribing the amount to be paid to the Contractor in
the event of failure of the Contractor and the District to agree upon the whole amount to be
paid to the Contractor because of the termination of Work under this Paragraph, shall be
deemed to limit, restrict, or otherwise determine or affect the amount or amounts which may
be agreed upon to be paid to the Contractor pursuant to this Subparagraph.

E.

If the Contractor and the District fail to agree, as the previous subparagraph provides, on the
whole amount to be paid to the Contractor because of the termination of Work hereunder, the
District shall determine, on the basis of information available to the District, the amount, if
any, due to the Contractor by reason of the termination and shall pay to the Contractor the
amounts determined as follows:

1. For all Contract Work performed before effective date of the notice of termination, the
total (without duplication of any items) of:

   a. The cost of such Work;

   b. The cost of settling and paying claims arising out of the termination of Work
      under subcontracts or orders as previously provided. This cost is exclusive of
      the amounts paid or payable on account of supplies or materials delivered or
      services furnished by the Contractor before the effective date of the notice of
      termination. These amounts shall be included in the cost on account of which
      payment is made for the cost of Work previously provided; and

   c. A sum, as profit on the cost of the Work as previously provided, that the District
determines to be fair and reasonable. But, if it appears that the Contractor
would have sustained a loss on the entire Contract had it been completed, no
profit shall be included or allowed, and an appropriate adjustment shall be made
reducing the amount of the settlement to reflect the indicated rate of loss; and

2. The reasonable cost of the preservation and protection of property incurred as previously
   provided. The total sum to be paid to the Contractor shall not exceed the total Contract
   price as reduced by the amount of payments otherwise made and as further reduced by
   the Contract Price of Work not terminated. Except for normal spoilage, and except to
   the extent that the District shall have otherwise expressly assumed the risk of loss, there
   shall be excluded from the amounts payable to the Contractor the fair value, as
determined by the District, of property which is destroyed, lost, stolen, or damaged, to
the extent that it is undeliverable to the District, or to a buyer as previously provided.

F.

The Contractor shall have the right to dispute as provided hereinafter in the Subparagraph
entitled "Remedies," from any determination the District makes under the previous
subparagraphs. But, if the Contractor has failed to submit its claim within the time provided
and has failed to request extension of such time, it shall have no such right of appeal. In any
case where the District has determined the amount owed, the District shall pay to the
Contractor the following:

1. If there is no right of appeal hereunder or if no timely appeal has been taken, the
   amount so determined by the District or;

2. If a "Remedies" proceeding is initiated, the amount finally determined in such
   "Remedies" proceeding.

G.

In arriving at the amount due the Contractor under this clause there shall be deducted:
1. All unliquidated advance or other payments on account theretofore made to the Contractor, applicable to the terminated portion of this contract;

2. Any claim which the District may have against the Contractor in connection with this Contract; and

3. The agreed price for, or the proceeds of sale of, any materials, supplies, or other things kept by the Contractor or sold, under the provisions of this clause, and not otherwise recovered by or credited to the District.

H. If the termination hereunder were partial, before the settlement of the terminated portion of this contract, the Contractor may file with the District a request in writing for an equitable adjustment of the price or prices specified in the contract relating to the continued portion of the contract (the portion not terminated by the notice of termination). Such equitable adjustment as may be agreed upon shall be made in the price or prices. Nothing contained herein shall limit the right of the District and the Contractor to agree upon the amount or amounts to be paid to the continued portion of the contract when the contract does not contain an established contract price for the continued portion.

I. Remedies: All claims, counter-claims, disputes and other matters in question between the District and the Contractor arising out of or relating to this Contract or its breach will be decided in a court of competent jurisdiction within the State of California.

J. The Contractor understands and agrees that the forgoing termination of Contract for convenience provisions shall be interpreted and enforced pursuant to cases interpreting and enforcing similar provisions in federal procurement contracts.

END OF DOCUMENT
SUMMARY
This document includes requirements that supplement the paragraphs of Document 00700 (General Conditions), Enclosure A.

SUPPLEMENTS

1. Supplement to Article 2.01, Paragraph D, delete the following, "...and one (1) reproducible set."

2. Supplement to Article 2.02, Paragraph C, Reasons for Stop Work Order include, but are not limited to the following:
   8. Unsafe work practices either regarding lack of Personal Protective Equipment or other unsafe work practices. Contractor to see Section 01540 Site Safety and Security and Section 01545 Site Safety Program

3. Supplement to Article 3.01 Review of Contract Documents & Field Conditions

   G. RESPONSIBILITY FOR ACCURACY The Contractor shall obtain all necessary measurements for and from the work, and shall check dimensions, elevations, and grades for all layout and construction work and shall supervise such work; the accuracy for all of which Contractor shall be responsible. Each subcontractor shall adjust, and correct Contractor’s work with the work of others so that no discrepancies will result in the whole work. Contractor shall be responsible to coordinate activities with all subcontractors.

   Contractor shall be responsible for verifying that all information and data contained and set forth in all of Contractor’s submittals comply in all respects with the Contract Documents.

4. Supplement to Article 3.02 Supervision and Construction Procedures

   O. Contractor shall designate Site Safety Coordinator who shall oversee and monitor all Site Safety Procedures to include Section 01540 Site Safety and Security and Section 01545 Site Safety Program

5. Supplement to Article 3.08 (A) Basic Progress Schedule, add the following:

   5. PROGRESS SCHEDULE: Contractor shall be aware that this is an occupied site. Therefore submission of his construction progress schedule for coordination with the College is essential. The Contractor is limited to work on the dates and times shown on the Work Sequence in Section 01010. Submission of the Contractor’s bid shall include ALL costs in relationship to this modified work timeline. The Project Manager’s receipt of a proposed construction progress schedule, monthly updated progress schedules and two week rolling schedule, all in strict compliance with these Contract Documents and Section 01320 shall be a
condition precedent to the Project Manager’s approval of the Contractor’s periodic pay requests and/or the District’s obligation to request payment to be issued to Contractor.

The Contractor shall under no circumstances proceed with the work without this coordination effort nor carry on the work of construction of the various elements of the project concurrently without approval of the District and shall not defer construction of any portion of the work in favor of any other portion without the express written approval of the Project Manager or District.

Failure of the Contractor to provide a construction schedule without the coordination as stated above shall be fined at $1,000 per incident.

6. Supplement to Article 3.08 Construction and Submittal Schedules

Add the following:

D. **DAILY CONSTRUCTION REPORTS:** The Contractor shall submit on a weekly basis the Contractors Daily Construction Reports, which shall include the following:
   a. Manpower count for each trade and contractors own work force, including hours of work.
   b. Areas of work and type of work scheduled
   c. Time and Date
   d. Weather
   e. Presence of visitors, including vendors, suppliers and/or consulting personnel.
   f. Any special conditions/problems

Contractor’s failure to submit the required DCR shall be a condition precedent to the Project Manager’s approval of the Contractor’s periodic pay requests and/or the District obligation to request payment be issued to Contractor.

7. Supplement to Article 3.10.A. Product Options and Substitutions:

Delete item 1.c. in its entirety and replace with the following:

“c. Contractor shall be aware that all substitutions shall be submitted PRIOR to bid opening according to the procedure under Section 01601 Substitution Request Form.”

8. Supplement to Article 3.10.A.3 (a) change “Within a period of thirty five (35) days after date of Notice to Proceed, the District will consider formal requests for substitutions from the Contractor only under the following conditions”, to “Within a period of twenty (20) days after the Notice to Proceed, the District will consider formal requests for substitutions from the Contractor only if the Contractor can prove that the product specified is no longer available or will not arrive in the time allowed. Contractor shall submit for substitutions under the following conditions:”

9. Supplement to Article 3.11.B

Add the following:

“E. Contractor shall provide safety barricades, directional or informational signage as required throughout the project to prevent access to the areas of construction by students or staff. Contractor shall be responsible to post any and all signs required with a minimum size of 24”x36” with 1 inch letters with the following information:
ACCESS PROHIBITED – CONSTRUCTION ZONE

Name of Contractor

Date of Work

Directional information regarding access through adjacent areas

F. The use of Contractor or subcontractor advertising signage is prohibited. Do not display such advertising or job signs except as may be required for identification of the project and material deliveries as shown below. Do not release any information, story, photograph, plan or drawing relating information about the project to anyone, including press or other public communications medium until cleared with Owner.

G. Contractor shall be prohibited from driving any vehicle onto the College main campus.

H. Prior to the start of work, Contractor shall submit a listing of all workers on site and shall schedule a time in which all workers shall receive a photo ID from the College Student Services Division. The College shall be reimbursed for the photo ID at the cost of $5 per ID. All workers, including foreman and/or superintendent are to wear the ID in a location that the easily viewed by College students and staff. Failure to wear the ID badge shall result in a fine of $50 per incident.

I. Site Decorum

Contractor shall control the conduct of its employees so as to prevent unwanted interaction initiated by Contractor's employees with public or College staff, students, or individuals adjacent to the Project Site. Without limitation, unwanted interaction by Contractor employees would include whistling at or initiating conversation with passerby. In the event that any Contractor employee initiates such unwanted interaction, Contractor shall, either upon request of Owner's Representative or on its own initiative, replace said employee with another of equivalent technical skill at no additional cost to Owner.

J. Radios

The playing of radios on the College site is prohibited at all times. The contractor, his forces, and his employees will observe this requirement while performing work on the College project site.

K. Non Smoking Environment/Work Place

Contractor shall be aware that the project area is in a non smoking work place. Smoking shall be allowed only in Campus designed smoking areas

L. Project Security

Contractor is responsible for project security of materials, tools, equipment, supplies and partially completed construction. The Owner does not provide security at the Project Site. In addition, Contractor is responsible to secure the area of work at all times and to coordinate security procedures with any other District hired Contractor on the premises.
10. Supplement to Article 6.04 District’s Right to Clean Up

B. If after written notice, the Contractor fails to clean up the premises or provide daily housekeeping procedures, the District has the right to fine the Contractor $100 per written notice as a unilateral deductive change order.

11. Supplement to Article 9.07 Project Completion and Final Payment, add “D. GENERAL GUARANTEE

The Contractor shall be responsible for and shall promptly replace any defects due to faulty materials or workmanship installed as work under this Contract and pay for any damage resulting there from which shall appear within twenty-four (24) months of completion of the Project and acceptance by the District or within such longer period as may be required in other sections of the Specifications.

The Contractor and Subcontractors shall furnish the District with written guarantees in the following form on the company letterhead. Receipt of such guarantees by the District is a condition required before Board acceptance of the work and filing of Notice of Completion.

Guarantee

Project:
We hereby guarantee the __________________________ work which we have installed in the above Project for a period of __________________________ (________/____) years from date of filing of the Notice of Completion, unless otherwise noted in the contract documents for specific items.

We agree to repair or replace to the satisfaction of the District any or all such work that may prove defective in workmanship and/or materials within the specified period, ordinary wear and tear and unusual abuse or neglect excepted, together with any other work which may be damaged or displaced in so doing.

In the event of our failure to comply with above-mentioned conditions within the ten (10) calendar days, or sooner if required by emergency, we collectively and separately do hereby authorize the District to have the defects repaired and made good at our expense, and we will pay the costs and charges therefore immediately upon demand.

_______________________________
(Name of General Contractor or Subcontractor)

By: ___________________________  ___________________________
(Signature)  (Title)

By: ___________________________  ___________________________
(Signature)  (Title)
(a) Delivery of said Guarantees shall not relieve Contractor from any obligation assumed under any provision of the Contract.

(b) All copies of Guarantees and Warranties shall be certified.

(c) In addition to any special guarantees provided for with respect to the various sections of the work, the subcontractors furnishing materials and equipment shall examine their work within 30 to 60 days after the completion and acceptance of same and make any necessary corrections and/or adjustments.

(d) Deliver additional copies of all guarantees to Architect upon completion of work.

12. Supplement to Article 9.08 Liquidated Damages, Paragraph B:

1A. Liquidated damages shall be assessed at the per diem rate of $1,000 per calendar day per phase until substantial completion is achieved, and $1,000 per day after the date scheduled for final completion.

13. Supplement to Article 10.02, Paragraph A,

4. Environmental Controls

Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any work performed under the Contract Documents including, without limitation, any toxic, water and soil pollution controls and air pollution controls specified in Government Code, Section 11017 and as required by Bay Area Air Quality Management District, water quality (Best Management practices) and other applicable requirements. Contractor shall be responsible for insuring that Contractor’s employees, Subcontractors and the public are protected from exposure to airborne hazards or contaminated water, soil or other toxic materials used during or generated by activities on the Site or associated with the Project.

A. UNAUTHORIZED MATERIALS:

Materials and products required for work of this section shall not contain unauthorized materials including, but not limited to, the following:

1. Asbestos
2. Polychlorinated biphenyls (PCB)
3. Other hazardous materials identified by the District.

END OF DOCUMENT
PERALTA COMMUNITY COLLEGE DISTRICT

CONSTRUCTION PROJECT LABOR AGREEMENT

JULY 21, 2009
# PROJECT LABOR AGREEMENT

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PERALTA COMMUNITY COLLEGE DISTRICT

CONSTRUCTION
PROJECT LABOR AGREEMENT

PREAMBLE

This Project Labor Agreement ("Agreement") is entered into this 21st day of July, 2009 by and between the Peralta Community College District (hereinafter, the "District" and the Building and Construction Trades Council of Alameda County, AFL-CIO ("Council") and the Unions signatory to this Agreement, collectively referred to as the "Unions" or "Signatory Unions", with respect to the new construction work within the scope of this Agreement as hereinafter defined.

It is understood by the parties to this Agreement that when this Agreement is executed by the Chancellor after authorization by the District's Governing Board, it will become the policy of the District that the construction work covered by this Agreement shall be contracted exclusively to Contractors who agree to be bound by the terms of this Agreement through execution of it or the Letter of Assent (Attachment A), No practice, understanding or agreement between Contractor(s) and a Union party which is not provided for in this Agreement will be binding on any other party on Projects covered by this Agreement unless endorsed in writing by the District PLA Program Manager.

This Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Program, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s) except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail.

The District, through its District PLA Program Manager, on staff or under contract, shall administer this Agreement and shall monitor compliance with it by all Contractors. For purposes of this Agreement, each Contractor recognizes and appoints the District PLA Program Manager as its agent, with full, independent authority to implement and administer this Agreement, and, when and if appropriate or necessary, negotiate amendments to this Agreement. Together with the Union parties, the District shall be considered a "negotiating party" of this Agreement. None of the terms of this Agreement, including specifically this agency designation and the Recitals set out below, shall be interpreted to cause or have the effect of creating a joint or single employer relationship between the District and any Contractor or between Contractors on this Project.

RECITALS

WHEREAS, the Peralta Community College District ("District") is considering the development and construction of various project(s) throughout the District in connection with its PLA covered Projects; and

WHEREAS, it is essential that the construction work required in connection with the PLA covered Projects be done in an efficient and economical manner so as to secure optimum
productivity and to eliminate delays in the construction operations, thus ensuring timely completion in the work undertaken by the contractors; and

WHEREAS, the District desires to enter into a project labor agreement ("Project Labor Agreement") with appropriate building and construction trade councils and related unions to be implemented and enforced on certain projects covered by the PLA; and

WHEREAS, it is the District’s intent to negotiate and enter into a Project Labor Agreement with the appropriate building and construction trades council and related unions to ensure all contractors performing work on the project(s) comply with all requirements under the California Labor Code applicable to the project(s), including, but not limited to, prevailing wages and apprenticeship; and

WHEREAS, it is the intent and purpose of the Project Labor Agreement to provide, establish and put into practice effective methods for the settlement of labor disputes which may arise on the project(s) covered without strike, lockout, work stoppage, or slowdown, to the end that the project(s) shall be assured continuity of operation; and

WHEREAS, the District desires to authorize its Chancellor or his designee to negotiate and execute a Project Labor Agreement with the appropriate building and construction trades council and related unions to take any and all action necessary to further the District’s interests in negotiating the Project Labor Agreement; and

WHEREAS, The parties agree that one of the primary purposes of this Agreement is to avoid the tensions that might arise on the Project if union and nonunion workers of different employers were to work side by side on the Project thereby leading to labor disputes that could delay completion of the Project, and

WHEREAS, the District reserves the right to control the site at which the Project will be constructed, and the right to coordinate project construction work and scheduling, including, where appropriate, setting uniform start times, and approving the necessity for and the times of shift work.

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

ARTICLE 1
DEFINITIONS

1.1 "Agreement" means this Project Labor Agreement.

1.2 "District" means the Peralta Community College District and the administrative staff under its Chancellor.

1.3 "Contractor(s)" means any individual, firm, partnership or corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the District or any of its Contractors or subcontractors of any tier, with respect to the construction of any part of the PLA Program under contract terms and conditions approved by the District and which incorporate this Agreement.
1.4 "Construction Contract" means the public works or improvement contracts which have been approved and signed by the District and which are part of the PLA Program.

1.5 "PLA Program " means the PLA-eligible Project(s) that are all Covered Work which are all those construction contracts funded in whole or in part by bond funding, State grants, tax increment funding and all other funding that is allocated for construction and may be more generally known as public funding and identified by the District as part of the PLA Program and the construction of which was awarded to a contractor during the term of this Agreement.

1.6 "Project" is an individual construction Project that is a part of the PLA Program and designated to be covered by this Agreement.

1.7 "Union(s)" means the Building and Construction Trades Council of Alameda County, AFL-CIO ("Council") and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").

1.8 "Master Agreement" means the Master Collective Bargaining Agreement of each craft Union signatory hereto covering the corresponding work between a bona fide contractor group or representative and the signatory Unions having jurisdiction over the work on the Project and that are identified and agreed to by the District PLA Program Manager and the Unions.

1.9 "District PLA Program Manager" means the person(s) and/or business entity designated by the District to oversee all phases of construction on the PLA Program and is:

1.10 "District Project Manager(s)" means the person(s) selected by the District on one or more campuses to oversee and/or inspect construction activity, as agents of the District. They will not be engaged in construction work, and their relationship to this Agreement, if any, will be through the District.

The initial term of this Agreement shall be for five (5) years, commencing with the acceptance of this agreement by both parties. At the end of this initial period, this Agreement will be reviewed and considered for extension or renewal with modifications if appropriate. The term of this Agreement will be automatically extended for additional successive five (5) year terms unless the District, prior to the expiration of any such term and, after meeting with the Council and the Unions, finds in a public hearing that the work performed has been unsatisfactory, and gives the Council and Unions notice that it will not renew this Agreement.

1.11 This Agreement shall remain in effect for any Construction Contract awarded under this Agreement but not completed by the end of the term for the duration of that Contract.

1.12 "Local area resident" means Alameda County residents of Alameda, Albany, Berkeley, Emeryville, Piedmont and especially the City of Oakland.
ARTICLE 2
PURPOSE

2.1 The purpose of this Agreement is to promote efficiency of construction operations and provide for peaceful, efficient, and binding procedures for settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the PLA covered Projects. The PLA Program is intended to increase the educational opportunities and raise student achievement through the improvement of academic learning and health and safety conditions on the campuses of the District by the development of campus facilities for students, faculty and staff.

2.2 Further, the purpose of this Agreement is to ensure that all Contractors performing work on all PLA-covered Projects will comply with all requirements under the California Labor Code and utilize resources available in the local area, including those provided by minority and women-owned enterprises.

2.3 In so doing, the parties to this Agreement establish the foundation to promote the public interest, to provide a safe work place, to ensure high quality construction, to ensure uninterrupted construction, and to secure optimum productivity, on-schedule performance and the satisfaction of the Peralta Community College District.

ARTICLE 3
SCOPE OF AGREEMENT

3.1 Covered Work: This Agreement covers, without limitation, all on-site construction, demolition, alteration, painting or repair of buildings, structures and other works and related activities for a Project that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of the Project, including, without limitation, pipelines (including those in linear corridors built to serve the Project), site preparation, survey work, soils and material inspection and testing, demolition of existing structures, and all construction, demolition or improvements required to be performed as a condition of approval by any public agency. On-site work includes work done or necessary for a Project or in temporary yards or areas adjacent to and dedicated to the Project, and at any on-site batch plant constructed solely to supply materials to the Project, when those sites are dedicated exclusively to the project. The furnishing of supplies, equipment or materials which are stockpiled for later use shall in no case be considered subcontracting, however, this Agreement shall cover and the appropriate Prevailing Wage Rate shall be paid to those workers delivering ready-mix concrete, asphalt, aggregate, sand or other fill materials that will be directly incorporated into the construction process as well as the off-hauling of debris and excess fill and/or mud shall be covered by the terms and conditions of this Agreement. Employers (including brokers), of drivers hauling such materials shall provide certified payroll records to the awarding body within ten (10) days of written request or as required by the bid specifications.

3.2 Project Description: The Agreement shall govern the award of all Construction Contracts and applies to all Covered Work which are all those construction contracts funded in whole or in part by bond funding, State grants, tax increment funding and all other funding that is allocated for construction and may be more generally known as
public funding and identified by the District as part of the PLA Program. "Exhibit A", attached to this Agreement and incorporated herein by reference, is a list of covered Projects of the current Construction Contracts covered by this Agreement and such list shall be supplemented from time to time, when necessary during the term of this Agreement. The District has the absolute right to combine, consolidate, add, or cancel Project(s) or portions of Project(s) identified as part of the PLA Program. Should the District remove any Project listed in "Exhibit A" from the Program and thereafter authorize that construction work be commenced on the Project, the Project shall be performed under the terms of this Agreement. Once a construction Project is completed, it is no longer covered by this Agreement. For the purposes of this Agreement, a Project shall be considered completed upon the filing by the District of a Notice of Completion to the Contractor.

Further, the District may prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District's education facilities and/or to mitigate the effect of the ongoing Project work on the businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes that it may deem necessary, in its sole judgment, to effectively maintain its primary mission and to remain a good neighbor to those in the area of its campuses. Such schedule changes shall be in accordance with the Master Agreement requirements. In order to permit the Contractor(s) and Union(s) to make appropriate scheduling plans, the District will provide the PLA Program Manager, the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this Article.

3.3 **Most Favorited Nations Clause:** No provision not contained within this Agreement shall be recognized or applied if it may be construed to apply exclusively or predominantly to work covered by this Agreement only.

3.4 **Exclusions:**

(a) The Agreement shall be limited to construction work on the PLA Program and is not intended to, and shall not govern any construction work performed at the District at anytime prior to the effective date, or after the expiration or termination of the Agreement, except as noted in Section 1.11 above that this Agreement shall continue in effect on any Project awarded under this Agreement but not completed by the end of the term of this Agreement for the duration of that Contract.

(b) The Parties acknowledge that the District may utilize $500,000 of funding annually to perform maintenance work on maintenance and operations projects for the duration of this Agreement.

Contractors or subcontractors with "excluded contracts" shall not be subject to the terms of this Agreement but shall meet all State and Federal laws and regulatory requirements governing construction for the project where they are performing work. All excluded contractors will meet the Certified Payroll requirements within the 10 day period required by State Law for submittal of requested Certified Payroll information. The District shall supply the Union(s) with the
inspector's log and all other documents used for oversight of the project when such information is requested.

It is further agreed that, other than the $500,000 per year maintenance exclusion, the following seven projects are the only projects that shall be excluded from the Agreement.

1. Laney: Smart Media, Project # 02314
2. Laney: Buildings F&G Computer Labs, Project # 02314
3. Laney: Photo Lab Gallery Lighting, Project # 02314
4. Merritt: Swing Space (A129), Project #
5. Merritt: Horticulture Department Improvements, Project # 02303-110
6. District Wide: ADA Upgrades, Project # unassigned
7. District Wide: Elevator Cabs, controls and finishes upgrades, Project # 02326

(c) The Agreement is not intended to, and shall not affect the operation or maintenance of the District.

d) This Agreement shall not apply to a Contractors' executives, managerial employees, engineering employees, supervisors above the classification of general foreman, or any office and clerical employees.

(e) This Agreement shall not apply to employees of the District.

(f) This Agreement is not intended to, and shall not affect equipment and machinery owned or controlled and operated by the District for work not covered by this Agreement.

(g) This Agreement excludes all off-site manufacture and handling of equipment, machinery or materials (except for aggregates, sand or other fill material which are either directly incorporated into the construction process, or directly removed from the site of construction)

(h) Offsite maintenance of leased equipment and on-site supervision of such work is excluded from the Agreement.

(i) The Agreement is not intended to, and shall not affect any work by employees of the District or its contractors involved in general maintenance, emergency repair, and/or cleaning work, except as specifically covered by this Agreement.

(j) In accordance with 3.4(b) and in emergency situations, at the sole option of the District, the Agreement shall not apply to contracts awarded under the Public Contracts Code §20654 and §20655, or any emergency public works resolutions or any project using federal funds where prohibited by law.

(k) Work covered by the Agreement within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreement of the International Union of Elevator Constructors except that Articles 6, 10,14 and 15 of the Agreement shall prevail and be applied to such work.
It is the legal obligation of the District to obtain the most competitive bids while maintaining the conditions of the Agreement. To ensure that a competitive bid is received from a range of general contractors, the Building and Construction Trades Council of Alameda County, AFL-CIO shall assist the District in soliciting interested parties in bidding on the Project(s). Additionally, the District recognizes that multiple subcontractor quotations of bids ensure the most competitive overall bid. The Building and Construction Trades Council of Alameda County, AFL-CIO shall assist the District in encouraging and soliciting local and other subcontractors in bidding to interested general contractors. The District reserves the right, without reservation, to reject all bids and re-bid the Project.

ARTICLE 4
EFFECT OF AGREEMENT

4.1 By executing this Agreement, the Unions and the District agree to be bound by each and all of the provisions of this Agreement. The provisions of this Agreement shall apply to all covered work, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. The District and each Signatory Union shall agree upon the local collective bargaining agreement to be designated as the applicable Master Agreement for work covered by this Agreement. Where a subject covered by the provisions of this Agreement is also covered by a Master Agreement, the provisions of this Agreement shall prevail. Where a subject is covered by the provisions of a Master Agreement and is not covered by this Agreement, the provisions of the Master Agreement shall prevail. Any dispute as to the applicable source between this Agreement and any Master Agreement for determining the wages, hours and working conditions of employees on this Project shall be resolved under the procedures established in Article 12. This Agreement represents the complete understanding of the parties, and no Contractor is or will be required to sign any other agreement with a signatory union as a condition of performing work within the scope of this Agreement. No practice, understanding or agreement between a Contractor and a Union party which is not specifically set forth in this Agreement will be binding on any other party unless endorsed in writing by the District or the District’s PLA Program Manager.

4.2 This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

4.3 Each Contractor(s) shall alone be liable and responsible for its own individual acts and conduct and for any breach or alleged breach of this Agreement.

4.4 It is mutually agreed by the parties that any liability by a Signatory Union(s) to this Agreement shall be several and not joint. Any alleged breach of this Agreement by a signatory Union(s) shall not affect the rights, liabilities, obligations and duties between the signatory Contractor(s) and the other Union(s) party to this Agreement.
ARTICLE 5
SUBCONTRACTS

5.1 The District, PLA Program Manager, and/or Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project notwithstanding the existence or non-existence of any collective bargaining agreements between the prospective contractor and any union party, and provided that such contractor is willing, ready and able to comply with this Agreement. Such contractor shall execute a Letter of Assent, should it be awarded work covered by this Agreement.

5.2 Subcontractors of any tier shall become a party to this Agreement by signing the Letter of Assent (Attachment A). By signing the Letter of Assent, a subcontractor to a Contractor does not thereby establish any contractual relationship with the District, except for this Agreement, and the District shall not become party to nor become responsible for the performance of the construction subcontract between the Contractor and its subcontractor(s).

5.3 The District and each Contractor(s) agree that neither it nor any of its subcontractors will subcontract any work to be done on PLA covered Projects except to a person, firm, or corporation who is or becomes party to the Agreement. Any Contractor(s) working on the Project shall, as a condition to working on the Project, become signatory to and perform all work under the terms of this Agreement.

5.4 A subcontractor is defined as any person, firm or corporation who agrees under contract with the Contractor(s), or a subcontractor of the Contractor, to perform on the Project, any part or portion of the construction work covered by the Construction Contract, including the operating of construction equipment, performance of labor and/or installation of materials. Trucking firms are included as subcontractors when hauling materials in the execution of the Project as provided for in Article 3.1.

5.5 The Contractor(s) has the primary obligation for performance of all conditions of this Agreement. This obligation cannot be relieved, evaded or diminished by subcontracting. Should the Contractor(s) elect to subcontract, the Contractor(s) shall continue to have such primary obligation.

5.6 A Contractor(s) who provides in the subcontract that the subcontractor will pay the wages and benefits and will observe the hours and all other terms and conditions of this Agreement and who requires its subcontractor(s) to execute a Letter of Assent, shall not be liable for any delinquency by such subcontractor in the payment of any wages or fringe benefits provided herein, except as may be required by State or Federal law.

(a) The Contractor(s) will give written notice and a copy of the Letter of Assent to the Council of any subcontract involving the performance of work covered by this Agreement within either five (5) days of entering such subcontract or before the subcontractor commences work on the Project, whichever occurs first, and shall specify the name and address of the subcontractor. Written notice at a Preconstruction Conference shall be deemed written notice under this provision for those subcontractors listed at the Prejob Meeting only.
(b) Thereafter, if such subcontractor should become delinquent in the payment of any wages or benefits as above specified, the Trust Fund shall immediately give written notice thereof to the Contractor(s) and to the subcontractor specifying the nature and amount of such delinquency.

(c) The provision of this Section 5.6 shall be applied only to the extent permitted by law and, notwithstanding any other provision of the Agreement, no aspect of the subcontractors' clause, including its enforcement, may be enforced by or subject to strike or picketing.

(d) If the Contractor(s) selects the subcontractor(s) and is signatory to a Master Agreement that provides the higher level contractor shall remain liable for the defaults of the subcontractor, nothing in this Agreement shall interfere with the Contractor(s)' responsibilities and liabilities under the Master Agreement.

5.7 (a) With regard to any employer that is independently signed to any Master Labor Agreement ("MLA"), this Project Labor Agreement shall in no way supersede or prevent the enforcement of any subcontracting clause contained in such MLA, except as specifically set forth in subsection (b) of this section. Any such subcontracting clause in an MLA shall remain and be fully enforceable between each Union and its signatory employers, and no provision of this Project Labor Agreement shall be interpreted and/or applied in any manner that would give this Project Labor Agreement precedence over subcontracting obligations and restrictions that exist between Unions and their respective signatory employers under an MLA, except as specifically set forth in subsection (b) of this section.

(b) If a Union (hereafter "aggrieved union") believes that an assignment of work on this Project has been made improperly by a contractor or subcontractor, even if that assignment was as a result of another Union's successful enforcement of the subcontracting clause in its MLA, as permitted by subsection (a) of this section, the aggrieved union may submit a claim under the jurisdictional resolution process contained in Article 15 of this Project Labor Agreement, and the decision rendered as part of that process shall be enforceable to require the contractor or subcontractor that made the work assignment to assign that work prospectively to the aggrieved union. An award made to a Union under the subcontracting clause of its MLA, as permitted pursuant to subsection (a) of this section, shall be valid and fully enforceable by that Union unless it conflicts with a jurisdictional award made pursuant to this Project Labor Agreement. If the award made under the MLA conflicts with the jurisdictional award, the award of any damages under the former shall be null and void ab initio.

ARTICLE 6
WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

6.1 The Unions, District and Contractor(s) agree that for the duration of this Agreement:

(a) There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns or disruptions of any kind, for any reason, by the Union(s) or employees employed on a Project, at the job site of the Project or at any other facility of the District because of a dispute on a Project or other projects involving
a contractor or subcontractor, of any tier, or due to any labor dispute arising at the project site or any other District site. Disputes arising between the Union(s) and Contractor(s) on other District projects are not governed by the terms of this Agreement, except that the existence of such disputes or actions taken in furtherance of such disputes may not be used to affect work on projects covered by this Agreement. A Union may withhold labor (but not picket) due to a Contractor’s or subcontractor’s failure to make Trust Fund contributions or failure to meet its payroll on this Project, and such withholding of labor shall not be considered a violation of this Article. In the case of non-payment of Trust Fund contributions, a Union shall give the General Contractor and the District Representative five (5) business days notice prior to withholding labor from the Contractor or Sub-contractor during which time, the General Contractor shall have the opportunity to cure the default.

(b) As to employees employed on a Project, there shall be no lockout of any kind by a Contractor(s) covered by the Agreement.

(c) If a Master Agreement between a contractor(s) and the Union(s) expires before the Contractor(s) completes the performance of a Construction Contract and the Union or contractor(s) gives notice of demands for a new or modified Master Agreement, the Union(s) agrees that it will not strike the Contractor(s) on said contract for work covered under the Agreement and the Union(s) and the Contractor(s) agree that the expired collective bargaining agreement shall continue in full force and effect for work covered under the Agreement until a new or modified Master Agreement is reached between the Union(s) and Contract Employer. If the new or modified Master Agreement reached between the Union(s) and contractor(s) provides that any terms of compensation of the Master Agreement shall be uniformly retroactive for all contractors bound to the Master Agreement, the Contractor(s) agrees to comply with any retroactive terms of the new or modified Master Agreement which is applicable to employees employed on a Project during the interim period within seven (7) days.

6.2 Any party to the Agreement may institute the following procedure, in lieu of or in addition to any other action at law or equity, when a breach of this Article is alleged to have occurred:

(a) A party invoking this procedure shall notify Gerald McKay, as the permanent arbitrator, or, Thomas Angelo, as the alternate under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Article 12.2. Notice to the arbitrator shall be by the most expeditious means available, with notices by e-mail, facsimile or telephone to the party alleged to be in violation and to the Building and Construction Trades Council of Alameda County, AFL-CIO.

(b) Upon receipt of said notice, the designated arbitrator named above or his/her alternate will designate a place for, schedule and hold a hearing within twenty-four (24) hours.
(c) The arbitrator shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator’s discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of this Article of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. If the arbitrator determines there exists a violation of this Article the arbitrator shall order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

(e) The award shall be final, binding and non-revisable as to the merits. Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party in the proceeding to obtain a temporary order enforcing the arbitrator’s award as issued under Section 6.2 (d) of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party’s right to participate in a hearing for a final order or enforcement. The Court’s order or orders enforcing the arbitrator’s award shall be served on all parties by hand or delivered by certified mail.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance are waived by the parties.

(g) The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be borne by the losing party.

(h) The District PLA Program Manager is a party of interest in all proceedings arising under this Article and shall be sent contemporaneous copies of all notifications required by these Articles, and at its option, may participate as a full party in any proceeding initiated under these articles.

(i) If the arbitrator determines in accordance with this article that a work stoppage has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the Project to immediately return to work. If the craft(s) involved does not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator’s award, and the respondent Union(s) have not complied with their obligation to immediately instruct, order, and use their best efforts to cause a cessation of the violation and return of the employees they represent to
work, the respondent Union(s) shall each pay a sum as liquidated damages to the District, and each shall pay an additional sum per shift for each shift thereafter on which the craft(s) has not returned to work.

Similarly, if the arbitrator determines in accordance with this article that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours of receipt of the award, return all of the affected employees to work on the Project, or otherwise correct the violation as found by the arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, each respondent Contractor(s) shall pay a sum as liquidated damages to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as appropriate and designated by the Arbitrator) and each shall pay an additional sum per shift for each shift thereafter in which compliance by the respondent Contractor(s) has not between completed.

The Arbitrator shall retain jurisdiction to determine compliance with this article and to establish the appropriate sum of liquidated damages, which shall not be less than one thousand dollars ($1,000.00) nor more than fifteen thousand dollars ($15,000.00) for each shift.

ARTICLE 7
PRE-JOB MEETING

7.1 A pre-job meeting shall be held at the Building Trades offices prior to the commencement of each Construction Contract to establish the scope of work in each Contractor's Construction Contract. It shall be the responsibility of the Prime Contractor(s) to set such meeting. The District will notify the Union(s) of award of all covered projects prior to commencement of work. Such pre-job meeting shall be attended by a representative each from the participating Contractor(s) and Union(s) and the District PLA Program Manager. When a Construction Contract has been let to a Contractor, a pre-job meeting shall be required unless waived by agreement of the Council, the Contractor and the District.

7.2 All work assignments shall be disclosed by each Contractor at the pre-job meeting. The Contractor(s) shall notify the District PLA Program Manager at least two weeks before starting work under the Agreement, and the District PLA Program Manager shall coordinate the scheduling of the pre-job meeting with the Council, the Contractor(s) and the affected Union(s).

ARTICLE 8
Nondiscrimination

8.1 The Union(s) and Contractor(s) shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, age, religion, disability as identified in the Americans with Disabilities Act, union or non-union membership or any other basis recognized by law.
ARTICLE 9
UNION RECOGNITION

9.1 The Contractor(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of the Agreement. The Parties acknowledge that the collective bargaining relationship so established is a "pre-hire" relationship permitted by Section 8(f) of the National Labor Relations Act, except that this provision does not change any pre-existing Section 9(a) collective bargaining relationship that exists between any Contractor and Union parties to this Agreement.

9.2 No employee covered by the Agreement can be required to join any Union as a condition of being first employed on the Project; provided, however, that an employee who is a member of the referring Union at the time of the referral shall maintain that membership while employed on a Project subject to this Agreement. All employees shall, however, on or before the 8th day of consecutive or cumulative employment on the Project pay the uniform initiation fees and dues of the applicable craft Union and shall comply with the Union Recognition provision for the period during which they are performing Project construction work on the property of the District. The Contractor(s) agree to deduct initiation fees, Union dues or representation fees from the pay of any employee who executes a voluntary authorization for such deductions and to remit the dues and fees to the applicable Union or Council.

ARTICLE 10
REFERRAL

10.1 The selection of craft foremen and general foremen shall be entirely the responsibility of the Contractor(s), it being understood that in the selection of such foremen, the Contractor(s) will give first consideration to the qualified individuals available in the local area. Foremen and general foremen shall take orders from the designated Contractor(s) representatives.

The Unions shall be the first source of referral of employees to the Project and the contractor(s) agree to be bound by the lawful hiring hall rules and procedures of the respective Union(s). Contractors agree to be bound by the hiring practices of the respective Unions, including the hiring of apprentices, and to utilize their registration facilities and referral systems when workers are available, capable and willing to work on PLA covered projects.

10.2 The Contractor(s) shall have the unqualified right to select and hire directly all supervisors above general foreman it considers necessary and desirable, without such persons being referred by the Union(s).

10.3 In the event that referral facilities maintained by the Unions are unable to fill the requisition of a Contractor(s) for employees within a forty-eight (48) hour period (Saturday, Sundays and Holidays excluded) after such requisition is made by the Contractor(s), the Contractor(s) shall be free to obtain work persons from any source. Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor(s). The parties to this Agreement support the development of increased numbers of skilled construction workers from the residents of Alameda County; residents of Alameda, Albany, Berkeley, Emeryville, Piedmont and especially
the City of Oakland; to meet the needs of the PLA Program and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified Alameda County residents as journeymen and apprentices on this PLA Program and, consistent with the State-approved Apprenticeship Standards, encourage entrance into such apprenticeship and training programs as may be offered by the Peralta Community College District or operated by the signatory Unions.

10.4 The Parties recognize the District’s commitment to provide opportunities to participate on the Project to emerging small business enterprises that may not have previously had a relationship with the Unions signatory to this Agreement. To ensure that such enterprises will have an opportunity to employ their "core" employees on this Project, the parties agree that in those situations where a Contractor not a party to a current collective bargaining agreement with the signatory Union having jurisdiction over the affected work is a successful bidder, the Contractor may request by name, and the local will honor, referral of persons who have applied to the local union for Project work and who demonstrate the following qualifications:

(a) possess any license required by state or federal law for the Project work to be performed;

(b) have worked a total of at least one thousand (1000) hours in the construction craft during the prior three (3) years;

(c) were on the Contractor's active payroll for at least ninety (90) out of the one-hundred eighty (180) calendar days prior to the contract award; and

(d) have the ability to perform safely the basic functions of the applicable trade.

(e) The Union will refer to such Contractor one journeyman employee from the hiring hall out-of-work list for the affected trade or craft, and will then refer one of such Contractor's "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor's crew requirements are met or until such Contractor has hired five (5) "core" employees, whichever occurs first. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor's work the ratio shall be maintained and when the Contractor's workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring.

ARTICLE 11
WAGES AND BENEFITS

11.1 All Contractors, agree to pay contributions to the established vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit Trust Funds established by the applicable Master Agreement(s) for each hour worked on the Project in the amounts designated in the Master Agreements of the appropriate local Unions for all of those benefits and contributions contained in the applicable prevailing wage determination. The Contractor(s) shall not be required to pay contributions to any
other trust funds that are not contained in the published prevailing wage determination to satisfy their obligation under this Article except those Contractor(s) who are signatory to the Master Agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such Master Agreements.

11.2 By signing a Letter of Assent binding this Agreement, the Contractor(s) adopt and agree to be bound by the written terms of the legally established Trust Agreements, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds.

11.3 **Wages, Hours, Terms and Conditions of Employment:** The wages, hours, classifications and other terms and conditions of employment on a Project shall be governed by the Master Agreement of the respective craft Unions, copies of which shall be on file with the District, to the extent such Master Agreement is consistent with the applicable prevailing wage determination and this Agreement.

(a) At all times while working under the Agreement, the Contractor(s) is obligated to make compensation payments and benefit contributions to or on behalf of the employee in a total amount no less than required by the applicable prevailing wage.

(b) Each Contractor and subcontractor shall be required to certify in writing that it has paid all wages and benefit contributions due and owing prior to receipt of its final payment and/or retention.

(c) Contractors of whatever tier shall make regular and timely contributions required by this section in the amounts set forth in the appropriate prevailing wage determination and on the time schedule required by the Master Agreement. Delinquency in remission of contributions is a breach of this Agreement. If a Contractor or subcontractor is delinquent in any such contributions, the Union or the Trust Fund shall provide timely notification to District or the District PLA Program Manager after efforts by the Fund to resolve the delinquency have been exhausted, and provide documentary evidence of the delinquency endorsed by the Fund. Upon such notification, the District or the District PLA Program Manager will attempt to resolve the delinquency among the Contractor or subcontractor, the Union and the Fund. If the delinquency is not resolved within ten (10) working days thereafter, the Contractor, in the case of a delinquent subcontractor, shall withhold an amount to cover the delinquency from any retained funds otherwise due and owing to the subcontractor and shall not release such withholding until the subcontractor is in compliance, provided, however, that if the delinquent amount is undisputed in whole or in part between the Fund and the delinquent subcontractor, the Contractor shall issue a joint check payable to the Fund and the subcontractor in the amount of the undisputed delinquency. In the case of a delinquent prime Contractor, the District or the District PLA Program Manager shall withhold, in an appropriate amount, any funds due and owing to the Contractor. Pursuant to the announced commitment of the District, and to the extent permitted by law, the Contractor shall be subject to withholding of retained amounts which may only be released upon the Contractor's resolution of the delinquency as evidenced by a written statement endorsed by the Fund. Where there is no dispute as to the amount of the delinquency, retained amounts may be released by a joint check payable to the Contractor and the Fund in the amount of any undisputed delinquency.
ARTICLE 12
GRIEVANCE ARBITRATION PROCEDURE

12.1 Any dispute alleging violation of this Agreement, including the applicable Master Agreement, but excluding jurisdictional disputes and alleged violations of Article 6, shall be considered a grievance and resolved in accordance with the procedures set forth herein. A signatory Contractor and Union shall agree to resolve a grievance that involves solely the interpretation of the Master Agreement under the grievance and arbitration provisions of the Master Agreement. A grievance shall be considered null and void if not brought in writing and delivered to both the involved party and Program Manager within ten (10) working days after the incident that initiated the alleged grievance was discovered. The term 'working days' as used in this section shall exclude Saturdays, Sundays or holidays regardless of whether any work is actually performed on such days.

12.2 **Grievances shall be settled according to the following procedures:**

**Step 1:** Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or Council, or its designee, or the representative of the employee, and the representative of the involved Contractor(s) shall confer and attempt to resolve the grievance.

**Step 2:** In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may submit it within five (5) business days to the Grievance Committee, which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives on the Grievance Committee), to confer in an attempt to resolve the grievance.

The Grievance Committee shall be comprised of one (1) representative of the District; one (1) representative of the District PLA Program Manager; and two (2) representatives of the Alameda County Building and Construction Trades Council. If the dispute is not resolved within such time (five (5) business days after its referral or such longer time as mutually agreed upon), it may be referred within five (5) business days thereafter by either party to Step 3.

**Step 3:** Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding arbitration. The parties agree that an arbitrator shall be selected by the alternate striking method from the following list noted. The selection party who shall strike the first name shall be selected by the toss of a coin.

1. Barbara Kong-Brown
2. Thomas Angelo
3. William Riker
4. Gerald McKay
5. Jerri-Lou Cossack

The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to or detract from any provisions of the Agreement. The expense of the Arbitrator shall be borne by the losing party. The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding Arbitrator.

The time limits specified in any step of the Grievance Procedure set forth in Section 12.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE 13
SAFETY AND HEALTH

13.1 In accordance with the requirements of the Occupational Safety and Health Act, it shall be the exclusive responsibility of each Contractor on the job site to ensure safe working conditions for its employees and their compliance with any safety rules contained herein or established by the District, its representatives, and/or the Contractor(s). Nothing in this Agreement shall be interpreted to make the Unions liable for safety violations that may occur on the Project. It is understood that the employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor(s) and the District. An employee’s failure to satisfy his/her obligation under this article will subject him/her to corrective action.

13.2 In order to minimize any disturbance to the student population, Contractors’ employees are to restrict their presence to the Project site and not visit other areas of the campus to the extent possible of carrying out their duties.

ARTICLE 14
COMPLIANCE

14.1 It shall be the responsibility of the Contractor(s) and Union(s) to investigate and monitor compliance with the provisions of the Agreement contained in Article 11. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary
legal remedies available to the Unions and/or employee benefit Trust Funds to collect
delinquent Trust Fund contributions from Contractors on the Project.

14.2 The District, through the services of the District PLA Program Manager, shall monitor
compliance enforcement measures to ensure the Contractor(s) compliance with the
Construction Contract conditions of the Agreement.

14.3 The parties to this Agreement intend to ensure the best possible harmony in labor-
management relations on the Project and recognize that the Administrator shall strive to
encourage the Parties toward that end.

In an effort to achieve that labor-management harmony the Parties shall establish a four
(4) person Joint Administrative Committee. This Committee shall be comprised of two (2)
representatives selected by the Administrator and two (2) from the Unions, one of whom
will be a representative from the Council. Each representative shall designate an
alternate who shall serve in his or her absence for any purpose contemplated by this
Agreement. The Committee will be co-chaired by the Administrator and the
representative from the Council.

The Joint Administrative Committee shall meet as required to review the implementation
of the Agreement and the progress of the Project and resolve problems and/or
grievances by majority vote with such resolutions to be binding on all signatories of the
Agreement as provided herein. Any question regarding the meaning, interpretation, or
application of the provisions of this Agreement shall be first referred directly to the Joint
Administrative Committee for resolution. The Joint Administrative Committee will meet
upon the call of either co-chair, upon provision of sufficient notice of the issue to be
discussed.

ARTICLE 15
JURISDICTIONAL DISPUTES

15.1 The Contractor/Employer(s) shall assign work on the basis of traditional craft
jurisdictional lines.

15.2 There shall be no strikes, picketing, sympathy strikes, leafleting or work disruption or
stoppages of any kind because of jurisdictional disputes.

15.3 When conflicting claims for work on the Project are submitted to a Contractor/Employer,
the dispute shall be resolved pursuant to agreed upon Jurisdictional Dispute Procedures,
as adopted by the National Building & Construction Trades Department, or by the
Mechanical Allied Crafts (MAC), or by the Northern California Basic Crafts Alliance
(NCBCA) Jurisdictional Dispute Resolution Procedures. It is understood by the parties
that these Procedures might be amended from time to time. In the event a jurisdictional
dispute arises between two or more Unions affiliated with the National Building &
Construction Trades Department, such dispute shall be resolved by the procedure set
forth in the Plan for the Settlement of Jurisdiction Disputes in the Construction Industry.
In the event a jurisdictional dispute arises between two or more Unions affiliated with the
MAC, such dispute shall be resolved under the MAC Procedure. In the event a
jurisdictional dispute arises between two or more Unions affiliated with the NCBCA, such
dispute shall be resolved under the NCBCA Procedure.
15.4 In the event a jurisdictional dispute arises between two or more Unions that are not stipulated to the same jurisdictional dispute resolution procedure, the dispute shall be handled in accordance with and resolved as follows:

15.5 In the event a jurisdictional dispute arises while the parties are attempting to negotiate an alternative resolution mechanism either party may refer the jurisdictional dispute to the General Presidents of the affected unions, and if the General Presidents cannot resolve the dispute within five (5) business days of the dispute being referred to them for resolution, the dispute shall be resolved as follows:

15.6 The dispute shall be submitted to arbitration before an arbitrator selected from the Panel of Permanent Arbitrators for resolution. The Panel of Permanent Arbitrators shall be composed of: David Nevins, Gerald McKay, Robert Hirsch, William Riker and Barry Winograd. The Arbitrator shall be selected by alternately striking the names of Arbitrators from the list of five (5) permanent Arbitrators. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second. Such striking shall take place within three (3) days. If a party does not respond within three (3) days, this means any Arbitrator from the list is acceptable. The remaining Arbitrator shall serve as the Arbitrator who shall hear the dispute on an expedited basis, but in no case longer than seven (7) days, and resolve the dispute. The Arbitrator shall render his decision within three (3) days of the hearing.

15.7 **In rendering his decision, the Arbitrator shall determine:**

1. First, whether a previous agreement of record or applicable agreement, including a disclaimer agreement, between the National and International Unions to the dispute governs;

2. Only if the Arbitrator finds that the dispute is not covered by an appropriate or applicable agreement of record or agreement between the crafts to the dispute, he shall then consider the established trade practice in the industry and prevailing practice in the locality. Where there is a previous decision of record governing the case, the Arbitrator shall give equal weight to such decision of record, unless the prevailing practice in the locality in the past ten (10) years favors one craft. In that case, the Arbitrator shall base his decision on the prevailing practice in the locality. Except, that if the Arbitrator finds that a craft has improperly obtained the prevailing practice in the locality through raiding, the undercutting of wages or by the use of vertical agreements, the Arbitrator shall rely on the decision of record and established trade practice in the industry rather than the prevailing practice in the locality.

3. Only if none of the above criteria is found to exist, the Arbitrator shall then consider that because efficiency, cost or continuity and good management are essential to the well being of the industry, the interests of the consumer or the past practices of the employer shall not be ignored.

4. The Arbitrator shall comply with the Code of Professional Responsibility for Arbitrators of Labor Management Disputes jointly adopted by the National Academy of Arbitrators, the American Arbitration Association and the Federal Mediation and
Conciliation Service. The Arbitrator shall set forth the basis for his decision and shall explain his findings regarding the applicability of the above criteria. If lower-ranked criteria are relied upon, the Arbitrator shall explain why the higher-ranked criteria were not deemed applicable. The Arbitrator's decision shall only apply to the job in dispute.

5. Agreements of record are applicable only to the parties signatory to such agreements. Decisions of record are applicable to all trades.

6. The Arbitrator is not authorized to award back pay or any other damages for a misassignment of work. Nor may any party to this Plan bring an independent action for back pay or any other damages, based upon a decision of an Arbitrator.

7. Each party to the arbitration shall bear its own expense for the arbitration and agrees that the fees and expenses of the Arbitrator shall be borne by the losing party or parties.

15.8 ENFORCEMENT

1. Any decision or interpretation rendered by an arbitrator shall be immediately accepted and complied with by all parties subject to this Agreement. If a party fails to accept and comply with a decision or interpretation rendered by an arbitrator, any party to the dispute may seek court enforcement of the decision or ruling.

2. The Arbitrator shall have no authority to undertake any action to enforce his decision after a hearing beyond informing the affected parties of his decision. Rather, it shall be the responsibility of the prevailing party to seek appropriate enforcement of a decision. The prevailing party in any enforcement proceeding shall be entitled to recover its reasonable costs and attorney fees from the non-prevailing party. In the event the Arbitrator is made a party to, or is otherwise required to participate in any such enforcement proceedings for whatever reason, the non-prevailing party shall bear all reasonable costs, attorney fees, and any other expenses incurred by the Arbitrator in those proceedings.

15.9 If there is a strike, sympathy strike, work stoppage, slowdown, picketing or otherwise advising the public that a labor dispute exists or interference with the progress of the Project by reason of a jurisdictional dispute, the Contractor/Employer (who has complied with the Arbitrator's decision) affected by said Union conduct, shall have the right to seek full legal redress in the Courts of California, including injunctive relief and damages.

ARTICLE 16
LOCAL HIRING PROGRAM

16.1 The objective of the District in creating a Local Hiring Program is to enhance and encourage employment opportunities for local area residents to enable effective pathways into the construction industry and into Union Apprenticeship programs. To that end, as part of the Agreement, the District establishes goals for the hiring and retention of local area residents.
16.2  **Local Hiring Program Goals**

(a) Hiring Priority:

1. Fifty percent (50%) of all hours worked on covered projects, on a craft by craft basis will be worked by local area residents as defined in Article 1, Section 1.12, if such workers are available, capable and willing to work on the project and dispatched through the utilization of the normal hiring hall procedures.

2. (i) Subject to any restrictions contained in law, the Parties agree to a goal that apprentices will perform twenty percent (20%) of the total craft work hours unless an applicable Schedule A provides for a greater percentage. The Union agrees to cooperate with the Contractor in furnishing apprentices as requested and they shall be properly supervised and paid in accordance with provisions contained within the Schedule A.

(ii) The parties agree to a goal that only local area residents as defined in Article 1, Section 1.12 shall be utilized as apprentices. The Contractor shall make good faith efforts to reach this goal through the utilization of normal hiring hall and apprentice procedures and, when appropriate, the identification of potentially qualified apprentices through community-based organizations working in collaboration with the apprentice programs. The Unions are committed to working with the contractors and community-based organizations to reach these goals.

(iii) All apprentices referred to Contractors under this Agreement shall be enrolled in State of California approved Joint Apprenticeship Programs.

16.3  (a) Contractors may achieve up to fifty percent (50%) compliance with these local hiring goals and timelines through the employment, of local area resident journeymen, existing apprentices and newly indentured resident apprentices on non-District projects during the time period that the Contractors are working on District Projects.

16.4  **Good Faith Efforts:**

A Contractor and its subcontractors must take the following good faith steps to demonstrate that it has made every effort to reach the local hiring goals of the District. The contractor shall attend scheduled pre-job meetings held by the PLA Program Manager pertaining to work they will performed. The contractor must submit written workforce projections and projected work hours on a craft by craft basis.

(a) Within seven calendar days after the Notice to Proceed, the Contractor shall meet with the PLA Program Manager to present its plan for reaching the local hiring goals.

(b) The Contractor shall notify the PLA Program Manager by US mail or email, if a Union hiring hall cannot, upon request of the contractor, dispatch local area residents, as defined herein. It shall be the responsibility of the contractor to retain all evidence of such good faith efforts.
(c) The contractor shall use the "Name Call," "Rehire" or other available hiring hall procedures to reach goals.

(d) The contractor shall use local CBOs working in collaboration with the apprentice programs for recruiting local residents to apprentice programs specified in section 16.2,(c), if a union cannot provide local area residents as requested, and in conformity with the collectively bargained union hiring hall agreement.

16.5 Consequences for Non-Compliance with Goals

(a) The PLA Program Manager in coordination with District staff and the Local Hiring Committee shall consider allegations of non-conformance with the goals. If there is a determination that a Contractor has not complied with the goals or demonstrated good faith efforts to do so, the PLA Program Manager will refer the issue to the Local Hiring Committee for review.

(b) If the Local Hiring Committee (see 16.6) finds a Contractor to be in apparent non-compliance, it will be referred to arbitration in accordance to step 3 of the grievance arbitration procedure upon direction by the Committee.

(c) At any time during the process of compliance review, the Contractor can negotiate a settlement with the Local Hiring Committee.

16.6 Local Hiring Committee

(a) The Parties agree to various provisions of the Agreement to attempt to achieve the inclusion of local area residents in the employment opportunities created by the covered work. In order to implement and monitor the progress of these provisions, the District and the Unions, in recognition of their mutual commitment to and the partnership they have established, to achieve those goals, shall form a Local Hiring Committee composed of participants mutually agreed upon by both Parties.

(b) The Local Hiring Committee will serve as the central forum and deliberative body for representatives of all interested or affected parties to exchange information and ideas concerning the operation and results of the District's local hiring program and the ongoing role of this Agreement as an integral component of the local hire program. As part of these responsibilities, the Committee will assess the obstacles to success for achieving inclusion of local workers in the construction opportunities. The Committee shall make program recommendations to overcome obstacles to effective local hiring.

(c) The Local Hiring Committee will be comprised of three (3) representatives of the community one of whom will be primarily involved in preparatory training for prospective construction applicants, three (3) representatives from the Unions, three (3) Contractor representatives, one (1) representative from the PLA Program Manager and one (1) representative from the Council.

(d) The Committee shall establish its rules of procedure.

(e) Committee meeting will be chaired by the District and the Council on a rotating basis.

16.7 Local Hiring Committee Meetings

(a) The Committee will meet monthly at the call of the Chair.
(b) The PLA Program Manager will establish agenda topics with input from the Committee and send notices of meetings with the agenda in advance of the meetings.
(c) The Committee will receive reports and consider work progress and practices, pre-apprentice recruitment, training and referral, apprentice development and utilization, contractor compliance with local hire goals and other issues of concern to the Program.
(d) The PLA Program Manager and the contractors shall report monthly on progress for these issues and provide ongoing workforce projections for each trade.

16.8 Monitoring and Reporting

The PLA Program Manager will assist the District in monitoring compliance with all local hiring policies and will report to the Local Hiring Committee. This monitoring will include attending progress meetings, site visits, monitoring of progress payments, utilization and verification of performance forms. Forms specific to this monitoring process will be developed. Monthly reports will be submitted to the District.

ARTICLE 17
MANAGEMENT RIGHTS

17.1 The Contractor retains the full and exclusive authority for the management of its operations and shall be responsible for the management and prosecution of the work consistent with the provisions of this Agreement. Except as expressly limited by other provisions of this Agreement and the attached applicable Master Agreement(s), the Contractor retains the right to direct the workforce, including the hiring, promotion, transfer within a contract, layoff, discipline or discharge for just cause of its employees; the selection of foremen; the assignment and schedule of work; the promulgation of reasonable work rules; and, the requirement of overtime work, the determination of when it will be worked and the number and identity of employees engaged in such work. No rules, customs, or practices which limit or restrict productivity, efficiency or the individual and/or joint working efforts of employees shall be permitted or observed. The Contractor may utilize any methods or techniques of construction. The lawful manning provisions of the applicable Master Agreement shall be recognized.

17.2 There shall be no limitation or restriction by a signatory Union upon a Contractor’s choice of materials or design, nor, regardless of source or location, upon the full use and utilization of equipment, machinery, packaging, pre-cast, pre-fabricated, pre-finished, or pre-assembled materials, tools, or other labor saving devices. This Agreement covers all on-site fabrication work over which the District, Contractor(s) or subcontractor(s) possess the right of control (including work done for the Project in any temporary yard or area near the Project.) This Agreement also covers all off-site fabrication work traditionally performed by any of the Unions, that is directly or indirectly part of the Project, provided such off-site fabrication work is covered by a provision of a local Master Labor Agreement or local addenda to a national agreement of the applicable Union(s). All of the work described in this paragraph is within the scope of this Agreement and is referred to as “Covered Work.”

The on-site installation, incorporation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that
installation of manufactured items may be performed by employees employed under this Agreement who may be directed by other personnel of the manufacturer in a supervisory role. For any work performed pursuant to this provision, the Contractor shall provide copies of the written warranty requirement to the Union and the District's PLA Program Manager prior to the commencement of work.

17.3 The use of new technology, equipment, machinery, tools and/or laborsaving devices and methods of performing work may be initiated by the Contractor from time-to-time during the Project. The Union agrees that it will not in any way restrict the implementation of such new devices or work methods. If there is any disagreement between the Contractor and the Union concerning the manner or implementation of such device or method of work, the implementation shall proceed as directed by the Contractor, and the Union shall have the right to gripe and/or arbitrate the dispute as set forth in Article 12 of this Agreement.

ARTICLE 18
SAVINGS CLAUSE

18.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction such as the Department of Industrial Relations, the Division of Apprenticeship Standards, and other applicable labor related governmental agencies the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction or other labor related governmental authorities, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or work which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or work in question.

18.2 The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void.

18.3 If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and the District accordingly determines that the Agreement will not be required as part of an award to a Contractor(s), the Union(s) will no longer be bound by the provisions of Article 6.

ARTICLE 19
MISCELLANEOUS PROVISIONS

19.1 Counterparts: This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signature.

19.2 Warranty of Authority: Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of
the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

19.3 **Ratification by Governing Board:** This Agreement shall not be binding on the District until it is approved by the Peralta Community College District Governing Board.

**ARTICLE 20**  
**TERM**

20.1 The Agreement shall be included as a condition of the award of all Construction Contracts that are part of the PLA Program.

20.2 This Agreement shall become effective on the day the District Governing Board ratifies the Agreement and shall continue in full force and effect for a period of five (5) years, at which time this Agreement will be reviewed and considered for extension or renewal with modifications if appropriate. The term of this Agreement will be automatically extended for additional successive five (5) year terms unless the District, prior to the expiration of any such term and, after meeting with the Council and the Unions, finds in a public hearing that the work performed has been unsatisfactory, and gives the Council and Unions notice that it will not renew this Agreement. After the expiration of any term of this Agreement, the provisions of the Agreement shall continue to apply to those Projects subject to this Agreement until construction is completed. The parties may mutually agree in writing to amend, extend or terminate this Agreement at any time.

20.3 The parties agree to meet and confer annually, subsequent to approval of this Project Labor Agreement by the Peralta Community College District Governing Board, regarding the status of and experience with Projects covered by the Agreement and future projects to be covered by the Agreement.

**Peralta Community College District**  
**Alameda County Building & Construction Trades Council AFL-CIO (Council)**

BY:  
Elihu Harris  
Chancellor  

BY:  
Barry Luboviski  
Secretary-Treasurer

DATE: 4/6/10

DATE: ________________

**Asbestos Workers, Local 16**  

**Boilermakers, Local 549**

By:  
Steve Steele

By:  
Frank Secrett
Bricklayers & Allied Craftsmen, Local 3

Northern California Regional Council of Carpenters on behalf of, Carpenters, Local 713, Carpenters, Local 2236, Lathers, Local 68L, Pile Drivers, Local 34, Millwrights, Local 102

By: ____________________________

Tom Spear

By: ____________________________

Robert Alvarado

District Council of Plasterers and Cement Masons of Northern California

By: ____________________________

Steve Scott

By: ____________________________

Steve Scott

Plasterers, Local 66

Electrical Workers, Local 595

By: ____________________________

Chester Murphy, Jr.

By: ____________________________

Victor Uno

Elevator Constructors, Local 8

Laborers District Council on behalf of, Hod Carriers, Local 166, Laborers, Local 67, Laborers, Local 304

By: ____________________________

Pat McGarvey

By: ____________________________

Jose Moreno
Hod Carriers, Local 166

By: 

Sam Robinson

Laborers, Local 67

By: 

Victor Para

Laborers, Local 304

By: 

Jose Zapien

Operating Engineers, Local 3

By: 

Russ Burns

District Council Ironworkers of the State of California and Vicinity

By: 

Joe Standley

Ironworkers, Local 378

By: 

Emilio Rivera

District Council 16, Painters & Allied Trades on behalf of Auto & Marine Painters, Local 1176, Carpet & Linoleum Layers, Local 12, Glaziers, Architectural Metal & Glassworkers, Local 169, Painters & Tapers, Local 3

By: 

Doug Christopher

Roofers and Waterproofers, Local 81

By: 

Doug Ziegler
Sheet Metal Workers, Local 104

By: Bruce Word

Sprinkler Fitters, Local 483

By: Stan Smith, Jr.

United Association of Steamfitters, Pipefitters, Plumbers & Gasfitters, Local 342

By: Jay Williams

Sign Display & Allied Crafts, Local 510

By: Mike Hardeman

Teamsters, Local 853

By: Rome Aloys

United Association of Journeyman & Apprentices of the Pipe Fitting Industry, Underground Utility / Landscape, Local 355

By: Dennis Soares
Sheet Metal Workers, Local 104

By: __________________________

Bruce Word

Sprinkler Fitters, Local 483

By: __________________________

Stan Smith, Jr.

United Association of Steamfitters, Pipefitters, Plumbers & Gasfitters, Local 342

By: __________________________

Jay Williams

Sign Display & Allied Crafts, Local 510

By: __________________________

Mike Hardeman

Teamsters, Local 853

By: __________________________

Rome Aloice

United Association of Journeyman & Apprentices of the Pipe Fitting Industry, Underground Utility / Landscape, Local 355

By: __________________________

Dennis Soares
LETTER OF ASSENT

PROJECT LABOR AGREEMENT

The undersigned, as a Contractor on the Peralta Community College Project, ("Project"), subject to the Project Labor Agreement ("Agreement"), for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the promises made in the Agreement and all attachments a copy of which was received and is acknowledged, hereby:

1.) Accepts and agrees to be bound by the terms and conditions of the Agreement, together with any and all amendments and supplements now existing or which are later made thereto only for the duration and scope of the Contractor's work on the Project.

2.) The Contractor agrees to be bound by the legally established trust agreements designated in local master collective bargaining agreements. The Contractor authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

3.) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said Agreement.

4.) Agrees to secure from any Contractor(s) (as defined in said Agreement) which are or become a subcontractor (of any tier) to it, a duly executed Agreement to be Bound in a form identical to this document.

DATED: ____________ Name of Contractor ____________________________

(Authorized Officer & Title) ____________________________

Contractor's State License #_____________________________

Project Name ________________________________________

Contract Number ____________________________________

Name of Prime Contractor or Higher Level Subcontractor ________________________________
LETTER OF UNDERSTANDING ADDRESSING LOCAL BUSINESS UTILIZATION

During negotiations, the District and the Building Trades Council discussed local business participation on District projects that will be covered by the Project Labor Agreement. The District, the Building Trades Council and the Affiliates of the Council agreed that such participation will benefit the local community and insure additional opportunities for work that is not covered by the Project Labor Agreement.

It is therefore agreed that every effort will be taken to encourage all participating Contractors to use good faith efforts to obtain supplies, materials and goods from local suppliers and manufacturers. Such ancillary off site support services include fabrication of: millwork, cabinets and modular furniture, electrical components, miscellaneous ornamental iron, prefinishing of materials and also the furnishing of building materials and office supplies used during construction.

Therefore, the District, the Building Trades Council and the Unions will make every effort to encourage use of local businesses on non-covered work needed to construct the College facilities.

Sincerely,

[Signature]

Elihu Harris, Chancellor
on behalf of the Peralta Community College District

AGREED AND ACCEPTED on behalf of the Building and Construction Trades Council of Alameda County, AFL-CIO and the Local Unions signatory to the Peralta Community College District Construction Project Labor Agreement this 21st day of July 2009.

[Signature]

Barry Luboviski, Secretary-Treasurer
Building and Construction Trades Council of Alameda County, AFL-CIO
Attachment C

We, the undersigned parties agree to the two side letters, dated July 21, 2009:

"Term of Project Labor Agreement Side Letter" and
"Helmets to Hardhats Program Side Letter"

These two side letters are addendum to the Project Labor Agreement, and shall constitute the entire Agreement. The effective date of the Agreement is July 21, 2009. Mr. Barry Luboviski, Secretary-Treasurer confirms that all parties agree to the side letters, along with the Project Labor Agreement, and all Union Signatories will confirm their agreement below.

Peralta Community College District Construction

BY: [Signature]
Elihu Harris
Chancellor

DATE: _______________________

Asbestos Workers, Local 16

BY: [Signature]
Steve Steele

Boilermakers, Local 549

BY: [Signature]
Dale Bilyeu

Bricklayers & Allied Craftsmen, Local 3

BY: [Signature]
Tom Spear

Northern California Regional Council of Carpenters on behalf of, Carpenters, Local 713, Carpenters, Local 2236, Lathers, Local 68L, Pile Drivers, Local 34, Millwrights, Local 102

BY: [Signature]
Robert Alvarado

District Council of Plasterers and Cement Masons of Northern California

BY: [Signature]
Steve Scott

Cement Masons, Local 300

BY: [Signature]
Steve Scott
Attachment C

Plasterers, Local 66

By: __________________________

Chester Murphy, Jr.

Elevator Constructors, Local 8

By: __________________________

Pat McGarvey

Hod Carriers, Local 166

By: __________________________

Sam Robinson

Laborers, Local 304

By: __________________________

Jose Zapien

District Council Ironworkers of the State of California and Vicinity

By: __________________________

Joe Standley

Elevator Workers, Local 595

By: __________________________

Victor Uno

Laborers District Council on behalf of, Hod Carriers, Local 166, Laborers, Local 67, Laborers, Local 304

By: __________________________

Oscar De La Torre

Laborers, Local 67

By: __________________________

Victor Parra

Operating Engineers, Local 3

By: __________________________

Russ Burns

Ironworkers, Local 378

By: __________________________

Emilio Rivera
Attachment C

District Council 16, Painters & Allied Trades on behalf of Auto & Marine Painters, Local 1176, Carpet & Linoleum Layers, Local 12, Glaziers, Architectural Metal & Glassworkers, Local 169, Painters & Tapers, Local 3

By: __________________________
Doug Christopher

Sheet Metal Workers, Local 104

By: __________________________
Bruce Word

Sprinkler Fitters, Local 483

By: __________________________
Stan Smith, Jr.

United Association of Steamfitters, Pipefitters, Plumbers & Gasfitters, Local 342

By: __________________________
Jay Williams

Roofers and Waterproofers, Local 81

By: __________________________
Doug Ziegler

Sign Display & Allied Crafts, Local 510

By: __________________________
Mike Hardeman

Teamsters, Local 853

By: __________________________
Rome Aloise

United Association of Journeyman & Apprentices of the Pipe Fitting Industry, Underground Utility / Landscape, Local 355

By: __________________________
Dennis Soares
Attachment C

District Council 16, Painters & Allied Trades on behalf of Auto & Marine Painters, Local 1176, Carpet & Linoleum Layers, Local 12, Glaziers, Architectural Metal & Glassworkers, Local 169, Painters & Tapers, Local 3

By: __________________________
Doug Christopher

Sheet Metal Workers, Local 104

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Doug Ziegler

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By: __________________________
Mike Hardeman

Teamsters, Local 853

By: __________________________
Rome Aloise

United Association of Journeyman & Apprentices of the Pipe Fitting Industry, Underground Utility / Landscape, Local 355

By: __________________________
Dennis Soares
Attachment D

Term of Project Labor Agreement Side Letter

Chancellor Elihu Harris
Peralta Community College District
333 East 8th Street
Oakland, CA 94606

Re: Peralta Community College District Construction Project Labor Agreement: Term of Agreement

Dear Chancellor Harris:

In our negotiations of the captioned Project Labor Agreement, the District and the Unions came to agreement on the Term of the Project Labor Agreement, in Article 1, Definitions and Article 20, Term. It is clearly understood by the Unions and the District that the parties agree that Section 20.2 shall be modified as follows:

20.2 This Agreement shall become effective on the day the District Governing Board ratifies the Agreement and shall continue in full force and effect for a period of five (5) years, at which time this Agreement will be reviewed and considered for extension or renewal with modifications if appropriate. The term of this Agreement will be extended for additional successive five (5) year terms unless the District, 60 to 90 days prior to the expiration of any such term, after meeting with the Council and the Unions, gives written notice to the Council that it wishes to re-open the contract and make proposals to amend, modify, add to, or delete from the Agreement. After the expiration of any term of this Agreement, the provisions of the Agreement shall continue to apply to those Projects subject to this Agreement until construction is completed. The parties may mutually agree in writing to amend, extend or terminate this Agreement at any time.

Sincerely,

Barry Luboviski, Secretary-Treasurer,
Alameda County Building and Construction Trades Council
on behalf of the signatory Unions and Councils to the Project Labor Agreement

Chancellor Elihu Harris
Peralta Community College District

Acknowledged and agreed to this 21 day of July 2009
Attachment E

Helmets to Hardhats Program Side Letter

Chancellor Elihu Harris
Peralta Community College District
333 East 8th Street
Oakland, CA  94606

Re:  Peralta Community College District Construction Project Labor Agreement: Helmets to Hard Hats

Dear Chancellor Harris:

In our negotiations of the captioned Project Labor Agreement, the District and the Unions discussed career pathways. To insure that all avenues are available to effectively reach out to potential applicants and to insure entry into the building and construction trades of men and women veterans who have served their Country and are interested in careers in the building and construction industry, we subscribe to the following:

When appropriate, the Employers and Unions will agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter “Center”) and the Center’s “Helmets to Hardhats” program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

We further agree that the Unions and Employers will, as a consequence of signing the Letter of Assent, coordinate with the Center to create and maintain an integrated database of veterans interested in working on Projects covered by this Agreement and which of them are interested in apprenticeship and employment opportunities made available by such Projects. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Sincerely,

Barry Luboviski, Secretary-Treasurer,
Alameda County Building and Construction Trades Council
on behalf of the signatory Unions and Councils to the Project Labor Agreement

Chancellor Elihu Harris
Peralta Community College District

Acknowledged and agreed to this 21 day of July 2009.
Enclosure D

Schedule of Contract Documents

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01250  Modification Procedures
01315  Project Meetings
01320  Progress Schedule & Report
01330  Submittals
01400  Quality Requirements
01500  Temporary Facilities
01540  Site Safety & Security
01545  Site Safety Plan
01600  Product Requirements
01601  Substitution Form
01710  Cleaning
01732  Cutting and Patching
01740  Warranties and Bonds
01770  Closeout Procedures

DIVISION 13

13701  Security General Requirements
13721  Security Management Systems

DRAWINGS

SE000  TITLE SHEET, GENERAL NOTES, AND INFORMATION

Alameda College

SEAB202  ALAMEDA COLLEGE SECOND FLOOR BUILDING B SECURITY PLAN
SEAC201  ALAMEDA COLLEGE FIRST FLOOR BUILDING C SECURITY PLAN
SEAC202  ALAMEDA COLLEGE SECOND FLOOR BUILDING C SECURITY PLAN
SEAD201  ALAMEDA COLLEGE FIRST FLOOR BUILDING D SECURITY PLAN
SEAD202  ALAMEDA COLLEGE SECOND FLOOR BUILDING D SECURITY PLAN
SEAD203  ALAMEDA COLLEGE THIRD FLOOR BUILDING D SECURITY PLAN
SEAL201  ALAMEDA COLLEGE FIRST FLOOR BUILDING LRC SECURITY PLAN
SEAL202  ALAMEDA COLLEGE SECOND FLOOR BUILDING LRC SECURITY PLAN

Berkeley City College

SEBC200  BCC COLLEGE BASEMENT FLOOR SECURITY PLAN
SEBC201  BCC COLLEGE FIRST FLOOR SECURITY PLAN
SEBC202  BCC COLLEGE SECOND FLOOR SECURITY PLAN
SEBC203  BCC COLLEGE THIRD FLOOR SECURITY PLAN
SEBC204  BCC COLLEGE FOURTH FLOOR SECURITY PLAN
SEBC205  BCC COLLEGE FIFTH FLOOR SECURITY PLAN

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SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- Contract description.
- Work by District.
- District supplied products.
- Contractor’s duties.
- Contractor’s use of site and premises.
- District occupancy.
- Specification Conventions.

1.2 CONTRACT DESCRIPTION

A. Bidders shall possess at least the following California Contractor’s license at the time of the Bid Opening in order to perform the work: Class C7

And shall submit at the time of bid the following certifications:

1. Contractor Qualifications for basic work:
   a. A current, active and valid C7 California State Contractors License
   b. Three, minimum, continuous years experience
   c. Three, minimum, completed projects similar to scope and cost
   d. Evidence of technicians with all current licenses, Lenel Value
      Added Reseller (VAR) certification, and Master Level
      Technician certifications.

B. Contractor to furnish all engineering submittals, shop drawings, labor, materials, apparatus tools, equipment, transportation, temporary construction, and special services as required for the work as called for in the drawings and specifications. Project Manual including Sections Division 00 through 01 complete; Sections 13701 and 13721;

   additionally the work of this contract is to provide, furnish, configure, program and install ACAMS wireless locks, gateways, associated network switch equipment, and associated devices in conjunction with the “Smart Classrooms Project” for the Peralta Community College District (District).

C. Twenty-four (24) hours after bid opening the lowest apparent bidder shall schedule a meeting with the District’s representative (Post-Bid Meeting). In addition, Contractor shall provide a breakout of materials from labor for each campus.

D. Scope of Work comprises the following:

Base bid work includes, but is not limited to the following unless otherwise noted:

1. On-site field survey of all classrooms to ensure that all conditions are adequate for work and to confirm the installation of all data cables for work Contractor shall ensure that all data cables required for work are functional prior to installation. Coordination with the on-site Electrical Contractor is mandatory. In the event that the data cables are not functional – Contractor will be given an additional non-compensable length of time which cannot be offset by working in
other areas of the building and/or campus(es).

2. Submit detailed schedule for each campus to in conformance with milestone dates included in the bid document within ten (10) days of the notice of award, presented and discussed at the preconstruction meeting.

3. Provide sufficient manpower to work on all campuses simultaneously to achieve the milestone dates.

4. **All work to be performed after hours between the hours of 10:00pm and 6:00 am from Sunday evening to Thursday evening.** Access to class rooms will be available during school Holidays and vacations by arrangement and coordination of each respective College. Contractor shall be aware that access during school holidays and vacations is not guaranteed.

5. Contractor shall make available, at the request of the District and/or College, a Superintendent or Project Manager acquainted with the job and in the position to make decisions for biweekly meetings during the course of work during the day or evening hours.

6. All tools, equipment and debris must be removed from classrooms at the end of the shift and the room left broom clean and in acceptable condition for teaching. Rooms not left in suitable condition with be fined at the cost of $100 per incident after written notice. Use of the District’s or College’s trash bins will be fined at the cost of $100 per incident after written notice (written notice includes email notification) Contractor shall be aware that each site shall have other Contractors working and shall coordinate work activities so as not to conflict with any other on-site Contractor(s).

7. Contractor shall be responsible to photograph all existing damage prior to the start of work. All damage resulting from Contractor’s work shall be replaced and/or repaired at Contractors expense; including ceiling tiles.

8. Contractor shall be responsible to purchases all access points and switches and to include programming for the Access Points. All switches shall be shipped to the District Warehouse where they will be configured in-house and then Peralta staff will install them at BCC. Coordination with District IT personnel as scheduled by the District representative is mandatory. Contractor shall be responsible to install all configured equipment and included in the work is to update the existing network management application by inputting the new equipment.

9. Contractor shall coordinate with District staff through the District representative to remove existing cores currently in use and install in new door lock. If for any reason the existing cores do not fit the new lock, Contractor shall provide construction cores and a minimum of five keys per lock to hand over to the campus.

10. Prior to installation of the work, the Contractor shall verify the location of all new devices; the District has the right to change the location of any device prior to installation at no additional cost to the District.

11. The Contract Documents are presented as complete. Any discrepancies or omissions shall be brought to the District’s attention prior to bid. This is a lump sum bid – no exclusions shall be accepted on the bid proposal form.

12. Provide unit prices, alternate prices, and breakout prices as requested on the Bid Form and the specifications.

13. Your base lump sum proposal is to be based upon District withholding a 10% retention from the monthly progress payments. Final payment will be made as described in the Agreement and General Conditions.

14. A detailed schedule and corresponding Schedule of Values will be required from the Contractor within ten (10) business days of District’s Notice of Award.

SECTION 01010 – SUMMARY OF WORK
Page 2 of 5
15. All remaining submittals shall be forwarded to District within ten (15) days of District’s Notice to Proceed.

E. Contractor shall verify all square footages and dimensions in the field prior to bidding and/or ordering any materials. The Contractor shall visit the site and verify all work prior to bidding. **It shall be assumed that the Contractor, by submitting a bid has verified all work to be performed in that area and shall not be granted additional money for lack of proper investigation.** No additional compensation shall be allowed for lack of verification of all work required.

F. **ALLOWANCES** – there is one allowance included in the bid. Use of the allowances will be as a change order to be approved through the same steps outlined under Section 01250 Modification procedures.

   AL-01: This allowance shall be used for unforeseen conditions encountered during construction in the amount of $20,000.

G. **ALTERNATES - None**

I. **UNIT PRICES - None**

J. Contractor shall be aware that allowances, unit pricing and alternates and approval of expenditures of each is at the sole decision of the District. Contractor shall not assume that items named above are to be spent on base bid items. Approvals shall be required to expend any allowances, unit pricing and alternates. Any remaining amounts shall be deducted from the contract as a deductive change order.

K. **Owner Training** – Contractor shall conduct operation and maintenance training for up to six personnel on the system hardware prior to system acceptance. Training shall include installation, service and maintenance of all specified hardware. Contractor to review Section 13701, Item 1.22 Training for specific requirements.

M. Contractor shall be responsible for all commissioning activities and shall comply with all requirements called out in Section 13701, Item 1.23 and 1.24 and shall be responsible to schedule all on-site acceptance testing during the day at the convenience of the District.

N. **Contractor’s Use of Site and Premises**

   A. No lay down areas shall be designated for storage of equipment at each campus.

1.4 **CONTRACTOR’S DUTIES**

   A. Instruct each subcontractor to become familiar with:
      1. The Conditions of the Contract.
      2. The General Requirements (Division 1), and

   B. Refer to General Conditions and Supplementary Conditions of the Contract.

1.5 **CONTRACTOR’S USE OF SITE AND PREMISES**

   A. No lay down areas shall be designated for storage of equipment at each campus.
Contractor shall ensure that all equipment and materials be delivered at the time of installation.

B. All tools, equipment and debris must be removed from classrooms at the end of the shift and room left broom clean and in acceptable condition for teaching. Rooms not left in suitable condition with be cleaned at the Contractors expense and the cost of cleaning plus administrative costs with be deducted from the Contractors Contract.

C. At all campuses except Berkeley City College, Contractor shall be given ten (10) parking passes for parking company vehicles in student parking lots adjacent to each campus.

D. Bidders are required to make a site tour and become familiar with the site and existing conditions prior to bidding at each campus.

E. Contractor shall ensure that any new work can be completed at the end of the work shift to provide a secure and operable entrance to each classroom; until which time the entry way is operable and the College has been trained in its operation.

F. Contractor shall be responsible to coordinate with the Lenel Head End installing Contractor regarding the scheduling the start-up operation of all units.

G. General: Provide protection of public right-of-way materials and methods of construction. Protect existing utilities and buildings to remain from damage while engaged in demolition work. Repair any damage caused by construction operations. Contractor shall provide any and all traffic control as needed and/or required upon arrivals or departures of contractor related vehicles.

H. Contractor shall provide all construction power requirements and all utility requirements needed for his work.

I. Contractor shall provide all necessary potable water and port-a-toilets, to include hand washing facilities as required by CalOSHA.

J. Any acceleration costs and/or overtime cost due to delays to the Contractor for lack of coordination shall be the sole responsibility of the Contractor. Contractor shall be fined $100 per incident regarding lack of coordination.

K. Hours of work are typically from 10:00 PM to 6:00 AM Sunday evening to Thursday evening unless as indicated elsewhere in this document. Work after these hours shall only be allowed with prior approval by the College.

L. A consistent, single source of responsibility for fieldwork supervision will be required at each campus. Additionally, this individual will be required to attend weekly coordination meetings called by the District’s Construction Manager.

M. Contractor shall maintain all lock out and shall provide all temporary GFIC protected power for all work under contract until complete, to include all task lighting, including all egress lighting to perform and complete this contractor’s scope of work. Contractor shall also review Section 01545 Site Safety Program for additional requirements.

N. The Contractor is responsible to provide each of its employees, and employees of tier-trade contractors with Personal Protective Equipment (PPE) including at a minimum hard hats, safety glasses and work boots. These items are to be worn properly at all times while the employees are within the confines of the Project site. Workers without the required PPE will not be allowed on the jobsite at the Contractor’s expense. Contractor shall also review Section 01545 Site Safety Program for additional requirements.

O. There is no smoking on District property. This is a no smoking job site. Smoking shall be fined at $100 per incident without written notice.

P. As the construction site is in an educational facility, any profane, obscene or abusive language will not be tolerated. Workers unable to refrain from the use of such language will not be allowed to continue to work on this project and the
Contractor shall be fined $100 per incident after written notice.

W. Contractor is responsible for removing all debris from its work locations and depositing it into debris boxes provided by the Contractor on an on-going and daily basis. Contractor is responsible for removing all its debris on a daily basis from the Work site. The Contractor shall be fined $100 per incident after the first written notice if daily housekeeping is not undertaken or if Contractor uses the College’s or District’s trash bins.

1.6. SPECIFIC INCLUSIONS
The following inclusions are only intended to clarify what is in the Scope of Work, but in no way limits the Scope of Work to these items.

a. All safety and security measures required during the execution of the work – see Section 01545.

b. Protect surrounding materials from construction activities. Protection of all existing surfaces is required to include protection on furniture, existing walls etc.

i. Contractor shall be aware that the project schedule may increase due to possible issues or delays by the Lenel Head End Contractor. No additional compensation will be made for delays prior to mobilization at each campus. Contractor is responsible to coordinate work with the Lenel Head End Contractor.

1.7. ALLOWANCES

<table>
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<th>$Amount</th>
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1.8. ALTERNATES - None

1.9. UNIT PRICING - None

1.10. WORK SEQUENCE

A. Construct the Work in stages and at times to accommodate District operation requirements during the construction period; coordinate construction schedule and operations with District.

B. DISTRICT OCCUPANCY
Each and every College will occupy the site during regular college hours of operation. Contractor shall ensure that all work areas are left in usable condition and cleaned from debris on a daily basis.

C. SPECIFICATION CONVENTIONS
These specifications are written in imperative mood and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words “shall be” are included by inference where a colon (:) is used within sentences or phrases.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY
Section includes description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

1.2 REFERENCES
A. California Public Contract Code
B. Code of Civil Procedures
C. Government Code

1.3 SCOPE OF WORK
Work under Contract Documents, or under any Bid Item, Unit pricing, Allowance, or Alternate, shall include all labor, materials, taxes, transport, handling, storage, supervision, administration, General Conditions and Requirements and all other items necessary for the satisfactory completion of Work, whether or not expressly specified or indicated.

1.4 DETERMINATION OF QUANTITIES
Quantity of work to be paid for under any item for which a unit price is fixed in Contract Documents shall be number, as determined by District, of units of work satisfactorily completed in accordance with Contract Documents or as directed by District. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods set forth in Contract Documents, including without limitation this Section 01200. If methods are not so set forth, measurements shall be made in any manner which District considers appropriate for class of Work measured (e.g., pre-assigned values, percentage completion, units completed or incremental milestones). Contractor must immediately inform District of any disputes regarding quantity measurements and shall immediately supply District with any documentation supporting the disputed measurements.

1.5 SCOPE OF PAYMENT
A. Except as otherwise expressly stated in Section 01010 (Summary), payment to Contractor at the unit price or other price fixed in Contract Documents for performing Work required under any item, or (if the Contract is on a single lump sum price basis) at the lump sum price fixed in the Contract Documents for performing all Work required under Contract Documents, and as either may be adjusted pursuant to any approved Change Order or Construction Change Directive, shall be full compensation for completing, in accordance with Contract Documents, all Work required under the item or under Contract Documents, and for all expense incurred by Contractor for any purpose in connection with the performance and completion of said Work, including all incidental work necessary for completion of the Work.

B. The Contract Sum, whether lump sum, unit price or otherwise, shall be deemed to include all costs necessary to complete required Work, all costs (if any) for loss or damage arising from nature of Work or prosecution of the Work, and from action of elements. Unless Contract Documents expressly provide otherwise, the Contract Sum shall be deemed to include:
1. Any and all costs arising from any unforeseen difficulties which may be encountered during, and all risks of any description connected with, prosecution of Work or prosecution of Bid Item (whether lump sum or unit price) until acceptance by District;

2. All expenses incurred due to suspension, or discontinuance of Work or discontinuance of Bid Item (whether lump sum or unit price) as provided in Contract Documents;

3. Escalation to allow for cost increases between time of Contract Award and completion of Work or completion of Bid Item (whether lump sum or unit price).

C. Whenever it is specified herein that Contractor is to do work or furnish materials of any class for which no price is fixed in Contract Documents, it shall be understood that Contractor is to do such work or furnish such materials without extra charge or allowance or direct payment of any sort, and that cost of doing work or furnishing materials is to be included in price Bid, unless it is expressly specified herein, in particular cases, that work or material is to be paid for as extra work.

D. Unit Prices shall apply to work covered by unit prices, regardless of actual quantities on the Project, and notwithstanding the estimated quantities (if any) or otherwise referenced in Section 01010 (Summary).

E. No payment shall be made for materials or equipment not yet installed and/or incorporated into the Work, except as specified in Section 01010 (Summary), or otherwise approved by the District in its sole discretion.

F. The District may, in its discretion, where Contractor requests payment on the basis of materials and equipment not incorporated in the Work, Contractor must satisfy the following conditions:

1. The materials and/or equipment shall be delivered and suitably stored at a mutually acceptable bonded warehouse;

2. Full title to the materials and/or equipment shall vest in District at warehouse or other storage location;

3. Obtain a negotiable warehouse receipt, endorsed over to District for materials and/or equipment stored in an off-site warehouse. No payment will be made until such endorsed receipts are delivered to District;

4. Stockpiled materials and/or equipment shall be available for District inspection, but District shall have no obligation to inspect them and its inspection or failure to inspect shall not relieve Contractor of any obligations under the Contract Documents. Materials and/or equipment shall be segregated and labeled or tagged to identify these specific Contract Documents;

5. After delivery of materials and/or equipment, if any inherent or acquired defects are discovered, defective materials and/or equipment shall be removed and replaced with suitable materials and/or equipment at Contractor’s expense;

6. At Contractor’s expense, insure the materials and/or equipment against theft, fire, flood, vandalism, and malicious mischief, as well as any other coverages required under the Contract Documents;

7. Contractor’s Application for Payment shall be accompanied by a bill of sale, invoice or other documentation warranting that District has received the materials and equipment free and clear of all liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect District’s interest therein, all of which must be satisfactory to District. This documentation shall include, but not be limited to, conditional releases of mechanics’ liens and stop notices from all those providing materials and equipment as to which the Application for Payment relates, as well as unconditional releases of the same from the same as to the previous Application for Payment for which they have not already been provided.

G. Amounts previously paid for materials and equipment prior to incorporation into the Work shall be deducted from amounts otherwise due Contractor as they are incorporated.
1.6 BASIS OF PAYMENT

A. Unit Price Quantities: When estimated quantity for specific portions of Work is listed in Bid Form, quantity of Work to be paid for shall be actual number of units satisfactorily completed, as determined by District and certified by Contractor, in accordance with Contract Documents.

B. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents.

C. Allowances: Allowance items (if any) will be paid for as provided in Section 01010 (Summary). Funds authorized for Allowance work will not be released for Contract payments unless District has authorized Allowance work in writing.

D. District does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Bid Item or Items, or to add work not originally included in Bid or Contract Documents, when in its judgment such change is in best interest of District. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatever, except as otherwise expressly provided for in Contract Documents, because of any differences between amount of work actually done and estimated amount as set forth herein, or for elimination of Bid Items.

1.7 PROGRESS PAYMENTS

A. If requested by Contractor, progress payments will be made monthly.

B. Schedule of Values:
   1. Within twenty-eight days from issuance of Notice of Award and prior to the Contractor’s first Application for Payment, submit a detailed breakdown of its Bid by scheduled Work items and/or activities, including coordination responsibilities and Project Record Documents responsibilities. Where more than one Subcontractor comprises the work of a Work item or activity, the Schedule of Values shall show a separate line item for each subcontract. Furnish such breakdown of the total Contract Sum by assigning dollar values (cost estimates) to each applicable Progress Schedule network activity, which cumulative sum equals the total Contract Sum. The format and detail of the breakdown shall be as directed by District to facilitate and clarify future progress payments to Contractor for direct Work under Contract Documents. This breakdown shall be referred to as the Schedule of Values.
   2. Contractor’s overhead, profit, insurance, cost of bonds (except to the extent expressly identified in a Bid Item) and/or other financing, as well as “general conditions costs,” (e.g., Site cleanup and maintenance, temporary roads and access, off-Site access roads, temporary power and lighting, security, and the like), shall be prorated through all activities so that the sum of all the Schedule of Values line items equals Contractor’s total Contract Sum, less any allowances designated by District. Scheduling, record documents and quality assurance control shall be separate line items.
   3. District will review the breakdown in conjunction with the Progress Schedule to ensure that the dollar amounts of this Schedule of Values are, in fact, fair market cost allocations for the Work items listed. Upon favorable review by District, District will accept this Schedule of Values for use. District shall be the sole judge of fair market cost allocations.
   4. 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.

C. Applications for Payment: Contractor shall establish and maintain records of cost of the Work in accordance with generally accepted accounting practices. In addition:

1. On or before the 20th Day of each month (but after receipt of District’s approval of the updated Schedule as required by Section 01320 (Progress Schedules and Reports)), Contractor shall submit to District a draft pay application (AIA form G702 and g703 or equivalent) four copies of an Application for Payment for the cost of the Work put in place during the period from the 15th Day of the previous month to the 15th Day of the current month. Such Applications for Payment shall be for the total value of activities completed or partially completed, including approved activity costs, based upon Schedule of Values prices (or Bid item prices if unit price) of all labor and materials incorporated in the Work up until midnight of the last Day of that one month period, less the aggregate of previous payments. Accumulated retainage shall be shown as separate item in payment summary. Contractor shall submit in a form acceptable to District an itemized cost breakdown of Contractor’s record of Cost of the Work together with supporting data and any certification required by District. If Contractor is late submitting its Application for Payment, that Application may be processed at any time during the succeeding one-month period, resulting in processing of Contractor’s Application for Payment being delayed for more than a Day for Day basis.

2. Once the draft application is reviewed by the Architect, Project/Construction Manager, Project/Construction Inspector the Contractor will submit two notarized billing at the next progress/construction meeting.

3. Applications for Payment may include, but are not necessarily limited to the following:
   a. Material, equipment, and labor incorporated into the Work, less any previous payments for the same;
   b. Up to 75 percent of the cost of equipment identified in paragraph 1.5F of this Section 01200 (if any), if purchased and stored off Site, as may be approved by District.
   c. Up to 50 percent of the cost of materials identified in paragraph 1.5F of this Section 01200 (if any), specifically fabricated for the Project that are not yet incorporated into the Work.

4. At the time any Application for Payment is submitted, certify by notary the accuracy of the Application and that Contractor has fulfilled all scheduling requirements of Document 00700 (General Conditions) and Section 01320 (Progress Schedules and Reports), including updates and revisions. A responsible officer of Contractor shall execute the certification.

5. No progress payment will be processed prior to District receiving all requested, acceptable schedule update information. Failure to submit a schedule update complying with Section 01320 justifies denying the entire Application for Payment. The progress payment shall be submitted with the required schedule update.

6. No progress payment will be processed prior to District receiving all certified payroll. Contractor is responsible to submit certified payroll on a weekly basis. Failure to submit certified payroll and/or provide the requested documentation required by the District’s certified payroll monitoring consultant, Daviller & Sloan shall be reason for withholding payment.

7. No progress payment will be processed prior to District receiving applicable conditional and unconditional lien releases with each payment.

8. Each Application for Payment shall list each Change Order and Construction Change Directive (“CCD”) executed prior to date of submission, including the Change Order/CCD Number, and a description of the work activities, consistent
with the descriptions of original work activities. Submit a monthly Change Order/CCD status log to District.

9. If District requires substantiating data, submit information requested by District, with cover letter identifying Project, Application for Payment number and date, and detailed list of enclosures. Submit one copy of substantiating data and cover letter for each copy of Application for Payment submitted.

10. If Contractor fails or refuses to participate in work reconciliations or other construction progress evaluation with District, Contractor shall not receive current payment until Contractor has participated fully in providing construction progress information and schedule update information to District.

D. Progress Payments

1. District will review Contractor's Application for Payment following receipt. If adjustments need to be made to percent of completion of each activity, District will make appropriate notations and return to Contractor. Contractor shall revise and resubmit. All parties shall update percentage of completion values in the same manner, i.e., express value of an accumulated percentage of completion to date.

2. Each Application for Payment may be reviewed by District and/or inspectors to determine whether the Application for Payment is proper, and shall be rejected, revised, or approved by District pursuant to the Schedule of Values prepared in accordance with paragraph 1.7B of this Section 01200.

3. If it is determined that the Application for Payment is not proper and suitable for payment, District will return it to the Contractor as soon as practicable, but no later than seven Days after receipt, together with a document setting forth in writing the reasons why the Application for Payment is not proper. If District determines that portions of the Application for Payment are not proper or not due under the Contract Documents, then District may approve the other portions of the Application for Payment, and in the case of disputed items or defective Work not remedied, may withhold up to 150 percent of the disputed amount from the progress payment.

4. Pursuant to Public Contract Code Section 20104.50, if District fails to make any progress payment within 30 Days after receipt of an undisputed and properly submitted Application for Payment from Contractor, District shall pay interest to the Contractor equivalent to the legal rates set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. The 30-Day period shall be reduced by the number of Days by which District exceeds the seven-Day return requirement set forth herein.

5. As soon as practicable after approval of each Application for Payment for progress payments, District will pay to Contractor in manner provided by law, an amount equal to 90 percent of the amounts otherwise due as provided in the Contract Documents, or a lesser amount if so provided in Contract Documents, provided that payments may at any time be withheld if, in judgment of District, Work is not proceeding in accordance with Contract, or Contractor is not complying with requirements of Contract, or to comply with stop notices or to offset liquidated damages accruing or expected.

6. Before any progress payment or final payment is due or made, Contractor shall submit satisfactory evidence that Contractor is not delinquent in payments to employees, Subcontractors, suppliers, or creditors for labor and materials incorporated into Work. This specifically includes, without limitation, conditional lien release forms for the current progress payment and unconditional release forms for past progress payments. District also may elect in its sole discretion to pay progress payments by joint check to Contractor and each Subcontractor having an interest in that progress payment in such amount.

7. District reserves and shall have the right to withhold payment for any equipment and/or specifically fabricated materials that, in the sole judgment of District, are
not adequately and properly protected against weather and/or damage prior to or following incorporation into the Work.

8. Granting of progress payment or payments by District, or receipt thereof by Contractor, shall not be understood as constituting in any sense acceptance of Work or of any portion thereof, and shall in no way lessen liability of Contractor to replace unsatisfactory work or material, though unsatisfactory character of work or material may have been apparent or detected at time payment was made.

9. When District shall charge sum of money against Contractor under any provision of Contract Documents, amount of charge shall be deducted and retained by District from amount of next succeeding progress payment or from any other moneys due or that may become due Contractor under Contract. If, on completion or termination of Contract, such moneys due Contractor are found insufficient to cover District’s charges against it, District shall have right to recover balance from Contractor or Sureties.

1.8 SUBSTITUTION OF SECURITIES IN LIEU OF RETENTION

A. In accordance with the provisions of Public Contract Code Section 22300, substitution of securities for any moneys withheld under Contract Documents to ensure performance is permitted under following conditions:
1. At request and expense of Contractor, securities listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and District which are equivalent to the amount withheld under retention provisions of Contract shall be deposited with Controller or with a state or federally chartered bank in California, as the escrow agent, who shall then pay such moneys to Contractor. Upon satisfactory completion of Contract, securities shall be returned to Contractor.

2. Alternatively, Contractor may request and District shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and receive the interest earned on the investments upon the same terms provided for in this Section 01200 for securities deposited by Contractor. Upon satisfactory completion of Contract Documents, Contractor shall receive from escrow agent all securities, interest, and payments received by the escrow agent from District, pursuant to the terms of this Section 01200. Pay to each Subcontractor, not later than 20 Days after receipt of the payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of Contractor.

3. Contractor shall be beneficial owner of securities substituted for moneys withheld and shall receive any interest thereon.

4. Enter into escrow agreement with Controller according to Document 00680 (Escrow Agreement for Security Deposits in Lieu of Retention), as authorized under Public Contract Code Section 22300, specifying amount of securities to be deposited, terms and conditions of conversion to cash in case of default of Contractor, and termination of escrow upon completion of Contract Documents.

5. Public Contract Code Section 22300 is hereby incorporated in full by this reference.

1.9 FINAL PAYMENT

A. As soon as practicable after all required Work is completed in accordance with Contract Documents, including punchlist, testing, record documents and Contractor maintenance after Final Acceptance, District will pay to Contractor, in manner provided by law, unpaid balance of Contract Sum of Work (including without
limitation retentions), or whole Contract Sum of Work if no progress payment has been made, determined in accordance with terms of Contract Documents, less sums as may be lawfully retained under any provisions of Contract Documents or by law.

B. Prior progress payments shall be subject to correction in the final payment. District's determination of amount due as final payment shall be final and conclusive evidence of amount of Work performed by Contractor under Contract Documents and shall be full measure of compensation to be received by Contractor.

C. Contractor and each assignee under an assignment in effect at time of final payment shall execute and deliver at time of final payment, and as a condition precedent to District's obligation to make final payment, Agreement and Release of Any and All Claims discharging District, its officers, agents, employees, and consultants of and from liabilities, obligations, and claims arising under Contract Documents.

1.10 EFFECT OF PAYMENT

A. Payment will be made by District, based on District's observations at the Site and the data comprising the Application for Payment. Payment will not be a representation that District has:
   1. Made exhaustive or continuous on-Site inspections to check the quality or quantity of Work;
   2. Reviewed construction means, methods, techniques, sequences, or procedures;
   3. Reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by District to substantiate Contractor's right to payment; or
   4. Made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Sum.

1.11 CONTINGENCY RESERVE

A. District will authorize and direct Contractor regarding provisions in this paragraph.
B. Contingency Reserve Amount: as listed in Document 00520 (Agreement).
C. District shall determine in its sole discretion that, if any, costs it will authorize in writing to be paid from the Contingency Reserve. Generally, Contingency Reserve will be used only for District-initiated changes in scope of Work of Contract Documents.
D. Cost shall be determined as for CCD work as provided in Section 01250 (Modification Procedures).
E. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Contractor on account of Work covered by this Contingency Reserve, and the Contract Sum will be correspondingly adjusted.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY
A. Section includes:
   1. Description of general procedural requirements for alterations, modifications, and extras.
B. Reference

1.2 GENERAL
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 of the Contract Documents.
B. Only Contractor or District Designated Representative may initiate changes in scope of Work or deviation from Contract Documents.
   1. Contractor may initiate changes by submitting a Request for Information (RFI), 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.
      b. Notices of Concealed or Unknown Conditions shall be submitted in accordance with Document 00700 (General Conditions).
      c. Notices of Hazardous Waste Conditions shall be submitted in accordance with Document 00700 (General Conditions).
   2. Contractor shall be responsible for its costs to implement and administer RFIs throughout the Contract duration. Regardless of the number of RFIs submitted, Contractor shall not be entitled to additional compensation. Contractor shall be responsible to review any and all RFIs from Contractor’s Subcontractors and shall be responsible for both District and the District’s Architect/Engineer’s administrative costs for answering RFIs where the answer could reasonably be found by reviewing the Contract Documents, as determined by District; at District’s discretion, such costs may be deducted from progress payments or final payment.
   3. District may initiate changes by issuing a Supplemental Instruction, which may revise, add to or subtract from the Work.
   4. District may initiate changes in the Work or Contract Time by issuing Requests for Proposal (RFP) to Contractor. Such RFPs will detail all proposed changes in the Work and request a quotation of changes in Contract Sum and Contract Time from Contractor.
   5. District may also, by Construction Change Directive (“CCD”), order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly. A CCD shall be used in the absence of total agreement on the terms.
of a Change Order and may, upon notice, consist of a Change Order executed by District only.

6. It is the responsibility of the Contractor to notify the District within 10 working days if there is a cost change. Notifications beyond this time limit may result in future claims being time barred.

1.3 PROCEDURES

A. Cost Proposal and Procedures: Whenever Contractor is required in this Section 01250 to prepare a Cost Proposal, and whenever Contractor is entitled to submit a Cost Proposal and elects to do so, Contractor shall prepare and submit to District for consideration a Cost Proposal using the form attached to this Section 01250. All Cost Proposals must contain a complete breakdown of costs of credits, deducts and extras; itemizing materials, labor, taxes, overhead and profit. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall be determined as provided in paragraphs 1.4 and 1.5 of this Section 01250. After receipt of a Cost Proposal with a detailed breakdown, District will act promptly thereon.

1. If District accepts a Cost Proposal, District will prepare Change Order for District and Contractor signatures.

2. If Cost Proposal is not acceptable to District because it does not agree with cost and/or time included in Cost Proposal, District 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 01250, Contractor shall have seven Days in which to respond to District with a revised Cost Proposal.

3. When necessity to proceed with a change does not allow the District sufficient time to conduct a proper check of a Cost Proposal (or revised Cost Proposal), District may order Contractor to proceed on basis to be determined at earliest practical date. In this event, value of change, with corresponding equitable adjustment to Contract, shall not be more than increase or less than decrease proposed.

B. Request for Information: Whenever Contractor requires information regarding the Project or Contract Documents, or receives a request for information from a Subcontractor, Contractor may prepare and deliver an RFI to District. Contractor shall use RFI format provided by District. Contractor must submit time critical RFIs at least 30 days before scheduled start date of the affected Work activity. Contractor shall reference each RFI to an activity of Progress Schedule and shall note time criticality of the RFI, indicating time within which a response is required. Contractor's failure to reference RFI to an activity on the Progress Schedule and note time criticality on the RFI shall constitute Contractor's waiver of any claim for time delay or interruption to the Work resulting from any delay in responding to the RFI.

1. District will respond in a timely manner from receipt of RFI with a written response to Contractor. Contractor shall distribute response to all appropriate Subcontractors.

2. If Contractor is satisfied with the response and does not request change in Contract Sum or Contract Time, then the response shall be executed without a change.

3. If Contractor believes the response is incomplete, Contractor shall issue another RFI (with the same RFI number with the letter “A” indicating if it is a follow-up RFI) to District clarifying original RFI. Additionally, District may return RFI requesting additional information should original RFI be inadequate in describing condition.

4. If Contractor believes that the response results in change in Contract Sum or Contract Time, Contractor shall notify District in writing within seven Days after
receiving the response. If District disagrees with Contractor, then Contractor may give notice of intent to submit a Claim as described in Article 2.07 of Document 00700 (General Conditions), and submit its Claim within 30 days. If District agrees with Contractor, then Contractor must submit a Cost Proposal within 21 Days of receiving the response to the RFI. Contractor’s failure to deliver either the foregoing notice and Claim or Cost Proposal by the respective deadlines stated in the foregoing sentences shall result in waiver of the right to file a Cost Proposal or Claim.

C. Supplemental Instruction: District may issue Supplemental Instruction to Contractor.
   1. If Contractor is satisfied with Supplemental Instruction and does not request change in Contract Sum or Contract Time, then Supplemental Instruction shall be executed without a Change Order.
   2. If Contractor believes that Supplemental Instruction results in change in Contract Sum or Contract Time, then Contractor must submit a Cost Proposal to District within 21 Days of receiving the Supplemental Instruction.

D. Construction Change Directives: If at any time District believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, District may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Contractor shall promptly proceed with the change of Work involved and concurrently respond to District’s CCD within 10 Days.
   1. Contractor’s response must be any one of following:
      a. Return CCD signed, thereby accepting District’s response, time and cost.
      b. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if District so requests.
      c. Give notice of intent to submit a Claim as described in Article 2.07 of Document 00700 (General Conditions), and submit its Claim within 30 days.
   2. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
      a. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
      b. Unit prices stated in the Contract Documents or subsequently agreed upon.
      c. Cost to be determined in a manner agreed.
   3. CCD signed by Contractor indicates the agreement of 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 Change Order.
   4. If 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 District on the basis of reasonable expenditures and savings of those performing the Work attributable to the change 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, Contractor may file a Claim per Article 2.07 of Document 00700 (General Conditions). Contractor shall keep and present, in such form as District may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in paragraphs 1.4 and 1.5 of this Section 01250.
   5. Pending final determination of cost to District, amounts not in dispute may be included in Applications for Payment. The amount of credit to be allowed by Contractor to District for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by 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.

E. District Requested RFP: Contractor shall furnish a Cost Proposal within 14 Business Days (or longer period specified by District) of District’s RFP. Upon approval of RFP, District will issue a Change Order directing Contractor to proceed with extra Work. If the parties do not agree on the price for an RFP, District may either issue a CCD or decide the issue per Article 2 of Document 00700 (General Conditions). Contractor shall perform the changed Work notwithstanding any claims or disagreements of any nature.

F. Differing Site Conditions: Contractor shall submit Notices of Differing Site Conditions to resolve problems, including but not limited to differing underground Site conditions encountered in the execution of the Work pursuant to Article 3 of Document 00700 (General Conditions), which shall govern. If District determines that a change in Contract Sum or Contract Time is justified, District will issue RFP or CCD.

G. Hazardous Waste Conditions: Contractor shall submit Notices of Hazardous Waste Conditions to resolve problems regarding hazardous materials encountered in the execution of the Work pursuant to Article 10 of Document 00700 (General Conditions), which shall govern. If District determines that a change in Contract Sum or Contract Time is justified, District will issue RFP or CCD.

H. All Changes:
   1. Documentation of Change in Contract Sum and Contract Time:
      a. Contractor shall maintain detailed records of 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 evaluation of the proposal.
      c. Contractor shall, on request, provide additional data to support computations for:
         1) Quantities of products, materials, labor and equipment.
         2) Taxes, insurance, and bonds.
         3) Overhead and profit.
         4) Justification for any change in Contract Time and new Progress Schedule showing revision due, if any.
         5) Credit for deletions from Contract, similarly documented.
      d. Contractor shall support each claim for additional costs, and for Work performed on a cost-and-percentage basis, with additional information including:
         1) Credit for deletions from Contract, similarly documented.
         2) Origin and date of claim.
         3) Dates and times Work was performed and by whom.
         4) Time records and wage rates paid.
         5) Invoices and receipts for products, materials, equipment and subcontracts, similarly documented.

I. Correlation of Other Items:
   1. Contractor shall revise Schedule of Values and Application for Payment forms to record each authorized Change Order or CCD as a separate line item and adjust the Contract Sum as shown thereon prior to the next monthly pay period.
   2. Contractor shall revise the Progress Schedules prior to the next monthly pay period.
   3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period.
J. Responses: For all responses for which the Contract Documents, including without limitation this Section 01250, do not provide a specific time period, recipients shall respond within a reasonable time.

K. Disputes: For all disputes arising from the procedures herein, Contractor shall follow paragraph 2.07 of Document 00700.

1.4 COST DETERMINATION

A. Total cost of extra Work or of Work omitted shall be the sum of labor costs, material costs, equipment rental costs and specialist costs as defined herein plus overhead and profit as allowed herein. 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. 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 District, its representatives or agents, whether arising from breach of contract, negligence or strict liability, unless specifically authorized in the Contract Documents.

B. Overhead and Profit: (Overhead shall be as defined in paragraph 1.8 of this Section 01250)
1. Overhead and profit on labor for extra Work shall be 15 percent.
2. Overhead and profit on materials for extra Work shall be 15 percent.
3. Overhead and profit on equipment rental for extra Work shall be 10 percent.
4. When extra Work is performed by a first tier Subcontractor, 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.
5. When extra Work is performed by a lower tier Subcontractor, Contractor shall receive a total of 5 percent markup on the lower tier Subcontractors’ total costs of extra Work. Contractor and first tier Subcontractors and lower tier Subcontractors shall divide the 10 percent markup as mutually agreed.
6. 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.
7. On proposals covering both increases and decreases in Contract Sum, overhead, profit, and commission shall be allowed on the net increase only as determined in paragraph 1.4. When the net difference is a deletion, no percentage for overhead profit and commission shall be allowed, but rather a deduction shall issue.
8. The markup shall include profit, small tools, cleanup, engineering, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, home office overhead, and other items included in paragraph 1.8 below. No markup will be allowed on taxes, insurance, and bonds.

C. Taxes:
1. All State sales and use taxes, Alameda County and applicable City sales taxes, shall be included.
2. Federal and Excise tax shall not be included.

D. Owner-Operated Equipment: When owner-operated equipment is used to perform extra Work, Contractor will be paid for operator as follows:
1. Payment for equipment will be made in accordance with paragraph 1.5C of this Section 01250.
2. Payment for cost of labor will be made at no more than rates of such labor established by collective bargaining agreements for type of worker and location.
of Work, whether or not owner-operator is actually covered by such an agreement.

E. Accord and Satisfaction: Every Change Order and accepted CCD shall constitute a full accord and satisfaction, and release, of all 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. 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 Article 12 of Document 00700 no later than 30 days of Contractor’s first written notice of its intent to reserve rights.

1.5 COST BREAKDOWN

A. Labor: Contractor will be paid cost of labor for workers (including forepersons when authorized by District) used in actual and direct performance of extra Work. Labor rate, whether employer is Contractor, Subcontractor or other forces, will be sum of following:
1. 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.
2. 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 as defined in paragraph 1.5A.1 of this Section 01250, such as taxes and worker’s compensation insurance. Such labor surcharge shall not exceed that set forth in California Department of Transportation official labor surcharges 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.

B. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. 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:
1. If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to District notwithstanding fact that such discount may not have been taken.
2. For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials.
3. If cost of a material is, in opinion of 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 paragraph 1.5B.1 of this Section 01250.

C. Equipment Rental: For Contractor- 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. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book. 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 District. 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. Individual pieces of equipment or tools not listed in said publication and having a replacement value of $100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefor as payment is included in payment for labor. Rental time will not be allowed while equipment is inoperative due to breakdowns.

1. 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 District. The following shall be used in computing rental time of equipment:
   a. When hourly rates are listed, less than 30 minutes of operation shall be considered to be ½ hour of operation.
   b. When daily rates are listed, less than four hours of operation shall be considered to be ½ Day of operation.

2. 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:
   a. District will pay for costs of loading and unloading equipment.
   b. Cost of transporting equipment in low bed trailers shall not exceed hourly rates charged by established haulers.
   c. Cost of transporting equipment shall not exceed applicable minimum established rates of California Public Utilities Commission.
   d. 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.

3. 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 District directs Contractor to discontinue use of equipment, whichever first occurs. Excluding Saturdays, Sundays, and 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.

D. Work Performed by Special Forces or Other Special Services: When District and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or those of any Subcontractors, service or extra Work item may be performed by specialist. 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 special service industry to provide complete itemization. In those instances wherein 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. District must be notified in advance of all off-Site Work. In lieu of overhead and profit provided in paragraph 1.4B of this Section 01250, 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.

1.6 FORCE-ACCOUNT WORK

A. 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 District. The cost for Force-Account Work shall be determined pursuant to paragraphs 1.4 and 1.5 of this Section 01250.

B. Force-Account Work shall be used when it is not possible or practical to price out 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 District and Contractor have broken apart and a bilateral agreement on the value of the changed Work cannot be reached. District may approve other uses of Force-Account Work.

C. Whenever any Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall be required to keep daily tags and provide tags to be verified by the Project Inspector or other District representative each Business Day. All Force account work shall be submitted in writing in detail amount and cost of labor and material used, and any other expense incurred in Force-Account Work on preceding Day, by using the Cost Proposal form attached hereto with appropriate receipts for materials. No claim for compensation for Force-Account Work will be allowed unless report shall have been made. Signature of daily tags by the District’s representative does not imply agreement with the work performed.

D. Whenever Force-Account Work is in progress, definite price for which has not been agreed on in advance, Contractor shall report to District when 75 percent of the NTE amount has been expended.

E. Force-Account Work shall be paid as extra Work under this Section 01250. Methods of determining payment for Work and materials provided in this paragraph 1.6 shall not apply to performance of Work or furnishings of material that, in judgment of District, may properly be classified under items for which prices are otherwise established in Contract Documents.

1.7 DISTRICT-FURNISHED MATERIALS

A. District reserves right to furnish materials as it deems advisable, and Contractor shall have no claims for costs and overhead and profit on such materials.

1.8 OVERHEAD DEFINED

A. The following constitutes charges that are deemed included in overhead for all Contract Modifications, including Force-Account Work or CCD Work, whether incurred by Contractor, Subcontractors, or suppliers, and Contractor shall not invoice or receive payment for these costs separately:

1. Drawings: field drawings, Shop Drawings, etc., including submissions of drawings
2. Routine field inspection of Work proposed
3. General Superintendence
4. General administration and preparation of cost proposals, schedule analysis, change orders and other supporting documentation as necessary
5. Computer services
6. Reproduction services
7. Salaries of project Architect/Engineer, superintendent, timekeeper, storekeeper and secretaries
8. Janitorial services
9. Temporary on-Site facilities:
   a. Offices
   b. Telephones
   c. Plumbing
   d. Electrical: Power, lighting
   e. Platforms
   f. Fencing, etc.
   g. Water
10. Home office expenses
11. Insurance and Bond premiums
12. Procurement and use of vehicles and fuel used coincidentally in Work otherwise included in the Contract Documents
13. Surveying
14. Estimating
15. Protection of Work
16. Handling and disposal fees
17. Final cleanup
18. Other incidental Work

1.9 RECORDS AND CERTIFICATION

A. Force-Account (cost reimbursement) charges shall be recorded daily and summarized in Cost Proposal form attached hereto. Contractor or authorized representative shall complete and sign form each day. 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 Contractor submits original invoices substantiating materials and specialists charges.

C. District shall have the right to audit all records in possession of Contractor relating to activities covered by Contractor’s claims for modification of Contract, including Force-Account Work and CCD Work.

D. Further, District will have right to audit, inspect, or copy all records maintained in connection with this Contract, including financial records, in possession of Contractor relating to any transaction or activity occurring or arising out of, or by virtue of, the Contract. If Contractor is a joint venture, right of 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 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 Article 12 of Document 00700.
To: Peralta Community College District,
   Attention: Olivia Rocha

Office of Physical Plant
333 E. 8th Street
Oakland, California 94606
Telephone (510) 529-5409

From: ________________________________

This Cost Proposal is in response to the above-referenced _______ [insert RFP, etc. as applicable].
Brief description of change(s): ____________________________________________

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By Contractor:

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY
A. Section Includes:
   1. Descriptions of the required Project meetings for the Work. These meetings include:
      a. Preconstruction Conference.
      b. Schedule Review Meetings
      c. Weekly Progress Meetings.
      d. Progress Schedule and Billing Meetings.
      e. Special Meetings

1.2 PRECONSTRUCTION CONFERENCE
A. District will call for and administer Preconstruction Conference at time and place to be announced (usually the week prior to start of Work at the Site).
B. Contractor, all major Subcontractors, and major suppliers shall attend Preconstruction Conference.
C. Agenda will include, but not be limited to, the following items.
   1. Schedules
   2. Personnel and vehicle permit procedures
   3. Use of premises
   4. Location of the 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. Contractor’s Initial Schedule
   13. Contractor’s Schedule of Values
   14. Contractor’s Schedule of Submittals
   15. Project Directory
   16. Contractor’s Emergency Contact List

D. District will distribute copies of minutes to attendees. Attendees shall have 7 Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Preconstruction Conference.

1.3 SCHEDULE REVIEW MEETINGS
A. Meet with District prior to Start Date of the Work under Contract Documents and conduct initial review of Contractor’s draft Shop Drawing and Sample Submittal Schedule, draft Schedule of Values, and Initial Schedule.
B. Authorized representative in Contractor’s organization, designated in writing, who will be responsible for working and coordinating with District relative to preparation and maintenance of Progress Schedule shall attend the initial schedule review meeting.
C. Contractor shall, within 10 Days from the Notice to Proceed date, meet with District to review the Progress Schedule and construction schedule submittals.
D. Contractor shall have its manager, superintendent, scheduler, and key Subcontractor representatives, as required by District, in attendance.

E. District’s review shall be limited to submittal’s conformance to Contract Documents requirements including, but not limited to, coordination requirements. District’s review may also include:
   - Clarifications of Contract Requirements.
   - Directions to include activities and information missing from submittal.
   - Requests to Contractor to clarify its schedule.

   1. Within 5 Days of the Schedule Review Meeting, Contractor shall respond in writing to all questions and comments expressed by District at the meeting.
   2. District will administer Schedule Review Meetings and shall distribute minutes of Schedule Review Meetings to attendees. Attendees shall have 5 Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of Schedule Review Meetings.

1.3 WEEKLY PROGRESS MEETINGS

A. District will schedule and administer weekly progress meetings throughout duration of Work. Progress meetings will be held weekly unless otherwise directed by District.

   1. Meetings shall be held at Contractor’s on-Site office unless otherwise directed by District.
   2. The Contractor’s representative will prepare agenda and distribute it 4 days in advance of meeting the Contractor.
   3. The Contractor will record meeting notes of the Weekly Progress Meeting. Within 3 Days after the meeting, District will distribute minutes to Contractor though e-mail, who will distribute to those affected by decisions made at meeting. Attendees can either submit comments or additions to minutes prior to the next progress meeting, or may attend the next progress meeting and submit comments or additions there. Minutes will constitute final memorialization of results of meeting.

B. Progress meetings shall be attended by Contractor’s job superintendent, major Subcontractors and suppliers, District, and others as appropriate to agenda topics for each meeting.

C. Agenda will contain the following items, as appropriate:

   1. Review, revise as necessary, and approve previous meeting minutes
   2. Review of Work progress since last meeting
   3. Two week rolling work schedule
   4. Status of Construction Work Schedule, delivery schedules, adjustments
   5. Submittal, RFI, and Change Order status
   6. Review of the Contractor’s safety program activities and results, including report on all serious injury and/or damage accidents
   7. Other items affecting progress of Work

1.4 PROGRESS SCHEDULE AND PAYMENT REQUEST MEETINGS

A. A meeting will be held on approximately the 25th of each month or as agreed to with the District (but no more than once every 30 days) to review the schedule update submittal and progress payment application.

   1. At this meeting, at a minimum, the following items will be reviewed:
      a. Percent complete of each activity;
      b. Time impact evaluations for Change Orders and Time Extension Request;
      c. Actual and anticipated activity sequence changes;
      d. Actual and anticipated duration changes; and
      e. Actual and anticipated Contractor delays.
2. These meetings are considered a critical component of overall monthly schedule update submittal and Contractor shall have appropriate personnel attend. At a minimum, Contractor’s General Superintendent and Scheduler shall attend these meetings.

3. Contractor shall plan on the meeting and set aside sufficient time to review the progress schedule and the monthly pay application.

1.5 SPECIAL MEETINGS
A. Any party may call special meetings by notifying all desired participants and District 5 Days in advance, giving reason for 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 attend meeting of any or all of the Subcontractors engaged in 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 coordination meetings as necessary to discharge coordination responsibilities in Document 00700 (General Conditions). Contractor shall give District 5 Days written notice of coordination meetings. Contractor shall maintain minutes of coordination meetings. Attendees shall have 7 Days to submit comments or additions to minutes. Minutes will constitute final memorialization of results of coordination meetings.
PART 1 GENERAL

1.1 SUMMARY

A. Perform scheduling of Work under this Contract in accordance with requirements of this Section 01320.
   1. Development of schedule, cost, and resource loading of the Progress Schedule, monthly payment requests, and project status reporting requirements of the Contract Documents shall employ scheduling as required in this Section 01320.
   2. The Schedule shall be cost-loaded based on Schedule of Values as approved by District.
   3. Submit schedules and reports as specified in the General Conditions, Supplemental General Conditions and this Section.

B. Upon Award of Contract, immediately commence development of Initial Schedule to ensure compliance with schedule submittal requirements.

C. Contractor’s obligations under this Section 01320 are hereby deemed material obligations justifying District’s remedies for default if Contractor fails to perform. Nothing in this paragraph 1.1.C of this Section 01320 or the lack of an express statement that any other Contract Documents provision is or is not material shall be considered in determining whether any such other provision is material.

D. Employ competent scheduling personnel or a schedule consultant with experience performing scheduling required herein on two prior, similar projects.

1.2 GENERAL

A. Progress Schedule shall be based on and incorporate milestone and completion dates specified in Contract Documents.

B. Overall time of completion and time of completion for each milestone shown on Progress Schedule shall adhere to times in Attachment 15 Contract, unless an earlier (advanced) time of completion is requested by Contractor and agreed to by District. A Change Order shall formalize any such agreement.
   1. District is not required to accept an earlier (advanced) schedule, i.e., one that shows early completion date(s) for the Contract Time.
   2. Contractor is not entitled to extra compensation in event agreement is reached on an earlier (advanced) schedule and Contractor completes its Work, for whatever reason, beyond completion date shown in earlier (advanced) schedule but within the Contract Time.
   3. A schedule showing the Work completed in less than the Contract Time, which has been accepted by District, shall be considered to have Project Float. The Project Float is the time between the scheduled completion of the Work and Contract Substantial Completion. Project Float is a resource available to both District and Contractor.
   4. Float Ownership: Neither the District nor the Contractor owns float. The Project owns the float. As such, liability for delay of any Substantial Completion or Final Completion date rests with the party whose actions, last in time, actually cause delay to a Substantial Completion or Final Completion date.
      a. For example, in the event of unexcused delay by Party A and Party B, and 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.
b. Under this scenario, Party A would not be responsible for the time since it did not consume all of the float and additional float remained; therefore, the Substantial Completion Date was unaffected.

C. Progress Schedule shall be the basis for evaluating job progress, payment requests, and time extension requests. Responsibility for developing Contract schedule and monitoring actual progress as compared to Progress Schedule rests with Contractor.

D. A two week rolling schedule shall be reflective of the Progress Schedule and shall be submitted at each weekly Construction meeting.

E. Failure of Progress Schedule to include any element of the Work or any inaccuracy in Progress Schedule will not relieve Contractor from responsibility for accomplishing the Work in accordance with the Contract. District’s acceptance/review of 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.

F. Failure to deliver an updated Progress Schedule shall be means to reject approval of the monthly pay request.

G. Transmit each item under form approved by District or following Section 01330.
   1. Identify Project with the District Contract number, and name of Contractor.
   2. Provide space for Contractor’s approval stamp and District’s review stamps.
   3. Submittals received from sources other than Contractor will be returned to Contractor without District’s review.

1.3 INITIAL AND ORIGINAL PROGRESS SCHEDULE

A. Initial Schedule submitted for review at the Preconstruction Conference shall serve as Contractor’s schedule for up to 30 Days after the Notice to Proceed.

B. Initial Schedule must indicate detailed plan for the Work to be completed in first 30 Days of the Contract; details of planned mobilization of plant and equipment; sequence of early operations; and procurement of materials and equipment. Show Work beyond 30 Days in summary form.

C. Contractor shall submit its Original Schedule for review no later than first progress payment. Original Schedule and all updates shall comply with all standards herein.

D. All Schedules shall be time-scaled.

E. All Schedules shall be cost-loaded and resource-loaded. Accepted cost- and resource-loaded Schedule will be used as basis for monthly progress payments. Use of Initial Schedule for progress payments shall not exceed 30 Days.

F. Except as otherwise expressly provided in this Section 01320, meet with District to review and discuss each Schedule (i.e., Initial, Original and monthly updates) within seven Days after each Schedule has been submitted to District.
   1. District’s review and comment on any Schedule shall be limited to Contract conformance (with sequencing, coordination, and milestone requirements).
   2. Contractor shall make corrections to Schedule necessary to comply with Contract requirements and shall adjust Schedule to incorporate any missing information requested by District. Resubmit Initial Schedule if requested by District.

G. If Contractor is of the opinion that any of the Work included on its Schedule has been impacted, submit to District a written Time Impact Evaluation (TIE) in accordance with paragraph 1.8 of this Section 01320. The TIE shall be based on the most current update of the Initial Schedule.

1.4 SCHEDULE FORMAT AND LEVEL OF DETAIL

A. Each Schedule (Initial, Original, Rolling Schedule and updates) shall indicate all separate fabrication, procurement and field construction activities required for completion of the Work, including but not limited to the following:
   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.

3. All activities shall be identified through codes or other identification to indicate the building (i.e. buildings, Site work) and Contractor/Subcontractor responsibility to which they pertain.

4. Break up the Work schedule into activities of durations of approximately 21 Days or less each, except for non-field construction activities or as otherwise deemed acceptable by District.

5. Show the critical path in red. For each activity, show early start, late start, early finish, late finish, durations measured in Days, float, resources, predecessor and successor activities, planned workday/week for the activity, man power loading, and scheduled/actual progress payments.

6. All unit pricing and allowance work shall be incorporated in the original schedule and timeline.

B. 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.

C. Failure by Contractor to include any element of Work required for performance of the Work on the detailed construction schedule shall not excuse Contractor from completing all Work required within the Contract Time.

D. A two-week “look ahead”, detailed daily bar chart rolling schedule shall be updated and issued at weekly Owner, Architect, Contractor (OAC) construction meetings.

E. Utilize Primavera computer-scheduling software, or approved equivalent, for all scheduling including schedule updates.

1.5 MONTHLY SCHEDULE UPDATE SUBMITTALS

A. Following review of Contractor’s Initial Schedule, monitor progress of Work and adjust Schedule each month to reflect actual progress and any anticipated changes to planned activities.

1. Each Schedule update submitted shall be complete, including all information requested for the Initial Schedule and Original Schedule submittal.

2. Each update shall continue to show all Work activities including those already completed. These completed activities shall accurately reflect “as built” information by indicating when activities were actually started and completed, and Contractor warrants the accuracy of as-built information as shown.

B. A meeting will be held on approximately the 20th of each month to review the Schedule update submittal and progress payment application.

1. At this meeting, at a minimum, the following items will be reviewed: Percent complete of each activity; TIEs for Change Orders and Time Extension Request; actual and anticipated activity sequence changes; actual and anticipated duration changes; and actual and anticipated Contractor delays.

2. These meetings are considered a critical component of overall monthly schedule update submittal; have appropriate personnel attend. At a minimum, Contractor’s General Superintendent and Scheduler shall attend these meetings.

C. Within five Days after monthly Schedule update meeting, submit the updated Schedule.

D. Within five Days of receipt of noted revised submittals, District will either accept or reject monthly schedule update submittal.

1. If accepted, percent complete shown in monthly update will be basis for Application for Payment by Contractor. The schedule update shall be submitted as part of Contractor’s Application for Payment.
2. If rejected, update shall be corrected and resubmitted by Contractor before the Application for Payment is submitted.

E. Updating, changing or revising of any report, curve, schedule or narrative submitted to District by Contractor under this Contract, nor District's review or acceptance of any such report, curve, schedule or narrative shall not have the effect of amending or modifying, in any way, the Contract Substantial Completion date or milestone dates or of modifying or limiting, in any way, Contractor's obligations under this Contract.

1.6 SCHEDULE REVISIONS

A. Updating the Schedule (Initial and Original) to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, however, revisions to activity durations and sequences are expected on a monthly basis.

B. To reflect revisions to the Schedule, provide District with a written narrative with a full description and reasons for each Work activity revised. For revisions affecting the sequence of Work, provide a schedule diagram that compares the original sequence to the revised sequence of Work. Provide the written narrative and schedule diagram for revisions three Days in advance of the monthly schedule update meeting. Clearly show and discuss any changes in the critical path.

C. Schedule revisions shall not be incorporated into any schedule update until District has reviewed the revisions. District may request further information and justification for schedule revisions and, within three Days, provide District with a complete written narrative response to District's request.

D. If District does not accept Contractor's revision, and Contractor disagrees with District's position, Contractor has seven Days from receipt of District's letter rejecting the revision, to provide a written narrative providing full justification and explanation for the revision. Contractor's failure to respond in writing within seven Days of District's written rejection of a schedule revision shall be contractually interpreted as acceptance of District's position, and Contractor waives its rights to subsequently dispute or file a claim regarding District’s position. If Contractor files a timely response as provided in this paragraph, and the parties are still unable to agree, Contractor's sole right shall be to file a claim as provided in Document 00700 (General Conditions), Article 2.07.B.

E. At District’s discretion, Contractor can be required to provide Subcontractor certifications of performance regarding proposed schedule revisions affecting said Subcontractors.

1.7 RECOVERY SCHEDULE

A. If a Schedule update shows a substantial completion date 21 Days beyond any Contract Substantial Completion date, or individual Milestone completion dates, submit to District within seven Days the proposed revisions to recover the lost time. As part of this submittal, provide a written narrative for each revision made to recapture the lost time. If the revisions include sequence changes, provide a schedule diagram comparing the original sequence to the revised sequence of Work. If District requests, show the intended critical path; secure appropriate Subcontractor and supplier consent to the recovery Schedule; submit a narrative explaining trade flow and construction flow changes, duration changes, added/deleted activities, critical path changes and identify all near critical paths and man hour loading assumptions for major Subcontractors.

B. The revisions shall not be incorporated into any Schedule update until District has reviewed the revisions.

C. If District does not accept Contractor's revisions, District and Contractor shall follow the procedures in paragraphs 1.6C, 1.6D, and 1.6E of this Section 01320.

D. At District's discretion, Contractor can be required to provide Subcontractor certifications for revisions affecting said Subcontractors.
1.8 TIME IMPACT EVALUATION FOR CHANGE ORDERS AND OTHER DELAYS

A. When Contractor is directed to proceed with changed work, prepare and submit, within 14 Days from the direction to proceed, a TIE that includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. All work in relationship to unit pricing and allowances incorporated in the original bid documents will not be considered reason for additional time - the Contractor shall establish his initial schedule incorporating all unit pricing work and allowances in the original schedule. The schedule diagram shall show how Contractor proposes to incorporate the changed work in the schedule, and how it impacts the current Schedule update critical path or otherwise. Contractor is also responsible for requesting time extensions based on the TIE’s impact on the critical path. The diagram shall be tied to the main sequence of scheduled activities to enable District to evaluate the impact of changed work to the scheduled critical path.

B. Comply with the requirements of paragraph 1.8A of this Section 01320 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 is responsible for all costs associated with the preparation of TIEs, and the process of incorporating TIEs into the current schedule update. Provide District with four copies of each TIE.

D. Once agreement 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 Contractor may submit a claim for additional time claimed by Contractor as provided in Document 00700 (General Conditions).

1.9 TIME EXTENSIONS

A. Contractor is responsible for requesting time extensions for time impacts that, in the opinion of Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given in accordance with Document 00700 (General Conditions).

B. Where an event for which District is responsible impacts the projected Substantial Completion date, provide a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. Also include a detailed cost breakdown of the labor, equipment, and material Contractor would expend to mitigate District-caused time impact. Submit mitigation plan to District within 14 Days from the date of discovery of said impact. Contractor is responsible for the cost to prepare the mitigation plan.

C. Failure to request time, provide TIE, or provide the required mitigation plan will result in Contractor waiving its right to a time extension and cost to mitigate the delay.

D. No time will be granted under the Contract Documents for cumulative effect of changes.

E. District will not be obligated to consider any time extension request unless requirements of Contract Documents are complied with.

F. Failure of Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

G. Notwithstanding any other provision of this Section 01320, if Contractor does not submit a TIE within the required 14 Days for any issue, Contractor hereby agrees that Contractor does not require a time extension for that issue.

1.10 PROJECT STATUS REPORTING

A. In addition to submittal requirements for scheduling identified in this Section 01320, provide a monthly project status report (i.e., written narrative report) to be submitted in conjunction with each Schedule as specified herein. Status reporting shall be in form specified in this paragraph 1.10.

B. Prepare monthly written narrative reports of status of Project for submission to District. Written status reports shall include:
1. 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.
2. Progress made on critical activities indicated on each Schedule, including inspections.
3. Explanations for any lack of work on critical path activities planned to be performed during last month.
4. Explanations for any schedule changes, including changes to logic or to activity durations.
5. List of critical activities scheduled to be performed during the next month.
6. Status of major material and equipment procurement.
7. Any delays encountered during reporting period.
8. Provide printed report indicating actual versus planned resource loading for each trade and each activity. This report shall be provided on weekly and monthly basis.
   a. Actual resource shall be accumulated in field by Contractor, and shall be as noted on Contractor's daily reports. These reports will be basis for information provided in monthly and weekly printed reports.
   b. Explain all variances and mitigation measures.
9. Contractor may include any other information pertinent to status of Project. Include additional status information requested by District at no additional cost.
10. Status reports, and the information contained therein, shall not be construed as claims, notice of claims, notice of delay, or requests for changes or compensation.

C. At the close of each workday provide District with report of Contractor and its Subcontractors' work activities for that day, including trades, equipment, work activities worked on, staff levels, and equipment deliveries.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Description of general requirements for Submittals for the Work:
      a. Procedures
      b. Schedule of Shop Drawing and Sample Submittals
      c. Safety Program
      d. Progress Schedule
      e. Product Data
      f. Shop Drawings
      g. Samples
      h. Coordination Drawings
      i. Quality Assurance Control Submittals
         1) Design Data
         2) Test Reports
         3) Certificates
         4) Manufacturers' Instructions
         5) Material Safety Data Sheets
      j. Installation, Operations, and Maintenance Manuals
      k. Computer Programs
      l. Project Record Documents
   2. Delay of Submittals
   3. Optional Review Meeting

1.2 PROCEDURES

A. Contractor shall submit electronic media for submittals, whenever possible.
B. Submit at Contractor's expense, the following sets of the following items (“Submittals”) required by the Contract Documents:
   1. Schedule of Shop Drawing and Sample Submittals – Five (5) sets and one electronic copy
   2. Safety Plans – Three (3) sets
   3. Progress Schedule with electronic disk – Three (3) hard copy sets and one CD with each update
   4. Product Data; Shop Drawings – Five (5) sets
   5. Samples – Five (5) sets
   6. Coordination Drawings Eight (8) sets
   7. Quality Assurance Control Data – Three (3) sets
   8. Machine Inventory Sheets – Three (3) sets
   9. Installation, Operation, and Maintenance Manuals – Three (3) sets in binders
   10. Computer Programs – Two (2) sets
   11. Project Record Documents – Two (2) sets and one electronic copy using the latest version of CADD
C. Submit these Submittals to District for review and approval in accordance with accepted Schedule of Shop Drawings and Samples Submittals. If no such schedule is agreed upon, then all Shop Drawing, Samples, and product data Submittals shall be submitted within 15 Days after receipt of Notice to Proceed from District. All deferred approval items and long lead items shall be submitted within the 20 Days
D. Transmit each item with the appropriate Submittal transmittal form – See R3 and R4 below. Identify Project, Contractor, Subcontractor, major supplier, pertinent Drawing sheet and detail
number, and Specification Section number as appropriate. Where manufacturer’s standard
drawings or data sheets are used, they shall be marked clearly to show those portions of the
data that are applicable to this Project. Inapplicable portions shall be marked out. Submittals
shall be submitted based on each Specification Section. Submittals containing information about
more than one Specification Section will be returned for re-submittal. Submittals shall include all
information requested by each Specification Section. (No partial Submittals.) Incomplete
Submittals will be returned not reviewed by District.

E. The data shown on the Submittals shall be complete with respect to quantities, dimensions,
specified performance and design criteria, materials and similar data to show District the
materials and equipment Contractor proposes to provide and to enable District to review the
information for the limited purposes specified in this Section 01330. Submittals shall be
identified clearly as to material, supplier, pertinent data such as catalog numbers and the use
for which it is intended and otherwise as District may require to enable District to review the
Submittal. The quantity of each Submittal to be submitted will be as required by individual
Specification Sections or this Section 01330 - in the case of discrepancy – the greater amount
shall be enforced.

F. At the time of each submission, give District specific written notice of all variations, if any, that
the submitted Submittal may have from the requirements of the Contract Documents, and the
reasons therefore. This written notice shall be in a written communication attached to the
Submittal transmittal form. In addition, cause a specific notation to be made on each Submittal
submitted to District for review and approval of each such variation. If District accepts
deviation, District will note its acceptance on the returned Submittal transmittal form and, if
necessary, issue appropriate Contract Modification.

G. Submittal coordination and verification is responsibility of Contractor; this responsibility shall not
be delegated in whole or in part to Subcontractors or suppliers. Before submitting each
Submittal, review and coordinate each Submittal with other Submittals and with the
requirements of the Work and the Contract Documents, and determine and verify:
1. All field measurements, quantities, dimensions, specified performance criteria, installation
requirements, materials, catalog numbers and similar information with respect thereto;
2. All materials with respect to intended use, fabrication, shipping, handling, storage, assembly
and installation pertaining to the performance of the Work; and
3. All information relative to Contractor’s sole responsibilities and of means, methods,
techniques, sequences and procedures of construction and safety precautions and programs
incident thereto.

H. Contractor’s submission to District of a Submittal shall constitute Contractor’s representation
that it has satisfied its obligations under the Contract Documents, and as set forth immediately
above in this paragraph 1.2 of Section 01330, with respect to Contractor’s review and approval
of that Submittal.

I. Designation of work “by others,” if shown in Submittals, shall mean that work will be
responsibility of Contractor rather than Subcontractor or supplier who has prepared Submittals.

J. After review by District of each of Contractor’s Submittals, one set of material will be returned to
Contractor with actions defined as follows – if Contractor wishes additional sets be returned then
Contractor shall submit additional numbers and indicate the quantity to be returned:
1. NO EXCEPTIONS TAKEN - Accepted subject to its compatibility with future Submittals and
additional partial Submittals for portions of the Work not covered in this Submittal. Does not
constitute approval or deletion of specified or required items not shown on the Submittal.
2. MAKE CORRECTIONS NOTED - Same as item 1, except that minor corrections as noted shall
be made by Contractor. No re-submission required.
3. REVISE AND/OR CORRECT - Rejected because of major inconsistencies or errors that shall be
resolved or corrected by Contractor prior to subsequent review by District. Re-submission
required. Fabrication shall not proceed. Revise submittal as indicated.
4. REJECTED- Submitted material does not conform to Drawings and/or Specifications in major
respect, i.e.: wrong size, model, capacity, or material. Re-submission required. Fabrication
shall not proceed. Revise in accordance with the Contract Documents.

K. Make a complete and acceptable Submittal at least by second submission. District reserves the
right to deduct monies from payments due Contractor to cover additional costs of review beyond
the second submission. Illegible Submittals will be rejected and returned to Contractor for resubmission. Contractor shall be in breach of the Contract if Contractor’s first resubmittal, following a Submittal which District determines falls within categories 3 or 4 of Item I, does not fall within categories 1 or 2 of Item I.

L. Favorable review will not constitute acceptance by District of any responsibility for the accuracy, coordination and completeness of the Submittals. Accuracy, coordination, and completeness of Submittals shall be sole responsibility of Contractor, including responsibility to back-check comments, corrections, and modifications from District’s review before fabrication. Contractor, Subcontractors, or suppliers may prepare Submittals, but Contractor shall ascertain that Submittals meet requirements of Contract Documents, while conforming to structural space and access conditions at point of installation. District’s review will be only to assess if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as indicated by the Contract Documents. Favorable review of Submittal, method of work, or information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of responsibility for errors therein and shall not be regarded as assumption of risks or liability by District, or any officer or employee thereof, and Contractor shall have no claim under Contract Documents on account of failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Favorable review shall be considered to mean merely that District has no objection to Contractor using, upon Contractor’s own full responsibility, plan or method of work proposed, or furnishing materials and equipment proposed.

M. District’s review will not extend the means, methods, techniques, sequences or procedures of construction or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

N. Submit complete initial Submittal for those items where required by individual Specification Sections. Complete Submittal shall contain sufficient data to demonstrate that items comply with Specifications, shall meet minimum requirements for submissions cited in Specification Sections, shall include motor data and seismic anchorage certifications, where required, and shall include necessary revisions required for equipment other than first named. If Contractor submits incomplete initial Submittal when complete Submittal is required, Submittal may be returned to Contractor without review.

O. Copy, conform, and distribute reviewed Submittals in sufficient numbers for Contractor’s files, Subcontractors, and vendors.

P. After District’s review of Submittal, revise as noted and resubmit as required. Identify changes made since previous Submittal.
   1. Begin no fabrication or work that requires Submittals until return of Submittals not requiring re submittal. Do not extrapolate from Submittals covering similar work.
   2. Normally, Submittals will be processed and returned to Contractor within 21 Days of receipt.
   3. Contractor shall be responsible to coordinate deferred approval of submittals through DSA.

Q. Distribute copies of reviewed Submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

R. All Submittals shall be number-identified by Contractor, prior to submission to District, in accordance with the following:
   1. Sequentially number each Submittal (i.e., “1”, “2”, “3”, etc.) as the basis for number identification of Submittals, followed by a dash (-) and the Technical Specification number. Submit separate Submittal for each Technical Specification.
   2. Affix the Submittal number under which each Submittal is made on every copy of each Shop Drawing, product data, sample, certification, etc.
   3. Number Installation, Operation, and Maintenance Manuals with original root number of the approved Submittal for the item.
   4. If the Submittal is a re submittal (including without limitation after an initial Submittal is rejected, returned without review or marked ‘Revise as Noted and Resubmit’), add the suffix designation “A” (i.e., a re submittal of Submittal 1 would be numbered 1A). Subsequent resubmittals would be identified by the Submittal number and sequential letters (i.e., “B”, “C”, “D”, etc.).
5. All Submittals shall include all information requested by each Specification Section. No partial Submittals will be accepted unless previously authorized by District. In the event a partial Submittal is authorized, each subsequent different Submittal (as opposed to resubmittal) is given a new number.

S. Submission Requirements:

1. Deliver Submittals to District at least 30 Days before dates reviewed Submittals will be needed.

2. Initial Submittal of Installation, Operation, and Maintenance Manuals shall be 45 Days prior to Commission and no later than the date Submittals that pertain to the applicable portion of the Installation, Operation, and Maintenance Manual is satisfactorily reviewed.

3. Accompany Submittals with Submittal transmittal form, in duplicate, containing:
   a. Date, revision date, and Submittal log number.
   b. Project name and District’s Contract number.
   c. Contractor’s name, address, and job number.
   d. Specification Section number clearly identified.
   e. The quantity of Shop Drawings, Product Data, or Samples submitted.
   g. Materials Safety Data Sheet (MSDS) for each item complying with OSHA’s Hazard Communication Standard 29 CFR 1910.1200.
   h. Other pertinent data.

4. Submittal shall include:
   a. Date and revision dates.
   b. Revisions, if any, identified.
   c. Project Name and Contract number.
   d. The names of:
      Contractor, Subcontractor, Supplier, Manufacturer, and separate detailer, when pertinent.
   e. Identification of product material by location within the Project.
   f. Relation to adjacent structure or materials.
   g. Field dimensions, clearly identified as such.
   h. Specification Section number and applicable detail reference number on the Drawings.
   i. Applicable reference standards, such as ASTM, ANSI, FS, NEMA, SMACNA or ACI.
   j. A blank space, on each Drawing or data sheet, 5” x 4” for the Architect’s stamp.
   k. Identification of deviations from Contract Documents.
   l. Contractor’s stamp, initialed or signed, with language certifying the review of Submittals, verification of field measurements, construction criteria and technical standards in compliance with Contract Documents.

T. Resubmission requirements:

1. Shop Drawings:
   a. Revise initial Shop Drawings as required and resubmit as specified for initial Submittals.
   b. Indicate on Shop Drawings any changes that have been made other than those requested by District.

2. Product Data and Samples:
   a. Submit new Product Data and Samples as required for initial Submittals.

3. Installation, Operation, and Maintenance Manuals:
   a. Revise initial Installation, Operation, and Maintenance Manual(s) as required and resubmit as specified for initial Submittals.

U. Number of resubmissions:

1. One reexamination of Contractor’s Submittals that have been returned for correction or replacement will be included in District’s budget. Any additional reexamination of Contractor’s Submittals will be considered additional scope services to be paid by Contractor through District. Contractor shall pay District (or District may deduct from any progress or final payment), for engineering personnel, on an hourly basis at 2.5 times direct payroll expenses, and for consultant personnel time at 1.25 times the amount billed District.
1.3 SCHEDULE OF SHOP DRAWING AND SAMPLE SUBMITTALS

A. Submit preliminary Schedule of Shop Drawing and Sample Submittals as required by Document 00700 (General Conditions). Submit three copies of final and reviewed Schedule of Shop Drawings and Sample Submittals as required by paragraph 1.2A.1 of this Section 01330.

B. Schedule of Shop Drawing and Sample Submittals will be used by District to schedule its activities relating to review of Submittals. Schedule of Submittals shall indicate a spreading out of Submittals and early Submittals of long-lead-time items and of items that require extensive review.

C. Schedule of Shop Drawing and Sample Submittals will be reviewed by the Architect and shall be revised and resubmitted until accepted by District.

D. Unless otherwise specified, make Submittals in groups containing all associated items to assure that information is available for checking each item when it is received. Identify on the Submittal which Submittals should be reviewed together.

1.4 SAFETY PROGRAM

A. Submit three copies of Safety Program specific to these Contract Documents to District within the time set forth in Section 01540 (Site Safety and Security), paragraph 1.5.

1.5 PROGRESS SCHEDULE

A. See Section 01320 (Progress Schedules and Reports) for schedule and report requirements. Section 01320 shall control in any conflict with Section 01330.

B. Submit one reproducible and three print copies of schedule at each of the following times:
   1. Initial Progress Schedule at the Preconstruction Conference.
   2. Original Schedule within 20 Days of the Notice to Proceed date.
   3. Adjustments to the Schedule as required.
   4. Schedule updates monthly, seven Days prior to monthly progress meeting.

C. Submit four copies of the reports listed in Section 01320 (Progress Schedules and Reports) with:
   1. Initial Schedule
   2. Original Schedule
   3. Each monthly Schedule update

D. Progress Schedules and Reports shall be submitted on CD, using software described in paragraph 1.4E of Section 01320, in addition to hard copies specified in this paragraph 1.5. Electronic files shall be complete copies, including all programs and electronic coding.

1.6 PRODUCT DATA

A. Within ten Days after Start Date of the Contract Time, submit two copies of complete list of major products proposed for use, with name of manufacturer, telephone number, trade name, and model number of each product. Tabulate product data by Specification Section.

B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

C. Product or Catalog Data:
   1. Manufacturer’s standard drawings shall be modified to delete non-applicable data or include applicable data.
   2. Manufacturer’s catalog sheets, brochures, diagrams, schedules, charts, illustrations and other standard descriptive data:
      a. Mark each copy to identify pertinent materials, products, or models.
      b. Show dimensions and clearances required, performance characteristics and capacities, wiring diagrams and controls.
      c. Include applicable MSDS.

D. Supplemental Data:
   1. Submit number of copies that Contractor requires, plus two copies that will be retained by Architect and three copies to the District.
   2. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer’s standard data to provide information unique to Project.

E. Provide copies for Project Record Documents described in Section 01770 (Contract Closeout).
1.7 SHOP DRAWINGS
A. Minimum Sheet Size: 8½ inches by 11 inches. All others: Multiples of 8½ inches by 11 inches, 34 inches by 44 inches maximum.
B. Original sheet or reproducible transparency will be marked with Architect’s review comments and returned to Contractor.
C. Mark each copy to identify applicable products, models, options, and other data; supplement manufacturers’ standard data to provide information unique to Work.
D. Include manufacturers’ installation instructions when required by Specification Section.
E. If Contractor submits Shop Drawings for items that Shop Drawings are not specified, District will not be obliged to review them.
F. Contractor is responsible for procuring copies of Shop Drawings for its own use as it may require for the progress of the Work.
G. Shop Drawings shall be drawn to scale and completely dimensioned, giving plan view together with such sectional views as are necessary to clearly show construction detail and methods.

1.8 SAMPLES
A. Submit full range of manufacturers’ standard colors, textures, and patterns for District’s selection.
B. Submit samples to illustrate functional and aesthetic characteristics of product, with integral parts and attachment devices. Coordinate Submittal of different categories for interfacing work.
C. Include identification on each sample, giving full information.
D. Sizes: Unless otherwise specified, provide the following:
   1. Paint Chips: Manufacturers’ standard
   2. Flat or Sheet Products: Minimum 6 inches square, maximum 12 inches square
   3. Linear Products: Minimum 6 inches, maximum 12 inches long
   4. Bulk Products: Minimum 1 pint, maximum 1 gallon
E. Full size samples may be used in Work upon approval by District.
F. Field Samples and Mock-ups (if applicable):
   1. Erect field samples and mock-ups at Site in accordance with requirements of Specification Sections. If testing is conducted, record and certify results and full Contract compliance.
   2. Modify or make additional field samples and mock-ups as required to provide appearance and finishes approved by District.
   3. Approved field samples and mock-ups may be used in Work upon approval by District.
   4. Construct or prepare as many additional Samples as may be required, as directed by the District, until desired textures, finishes, and/or colors are obtained.
   5. Accepted Samples and mock-up shall serve as the standard of quality for the various units of work.
G. No review of a Sample shall be taken in itself to change or modify the requirements in the Contract Documents.
H. Finishes, materials, and workmanship in the completed Work shall match accepted Samples.

1.9 NOT USED

1.10 QUALITY ASSURANCE CONTROL SUBMITTALS
A. Test Reports:
   1. Submit three copies; One copy will be marked with District’s review comments and returned to Contractor.
   2. Indicate that material or product conforms to or exceeds specified requirements.
   3. Reports may be from recent or previous tests on material or product, but shall be acceptable to District. Comply with requirements of each individual Specification Section.
B. Certificates:
   1. Submit five copies; One copy will be marked with District’s review comments and returned to Contractor.
   2. Indicate that material or product conforms to or exceeds specified requirements.
3. Submit supporting reference data, affidavits, and certifications as appropriate.
4. Certificates may be recent or from previous test results on material or product, but shall be acceptable to District.

C. Manufacturers’ Instructions:
   1. Submit three copies; One copy will be marked with District’s review comments and returned to Contractor.
   2. Include manufacturers’ printed instructions for delivery, storage, assembly, installation, startup, adjusting, and finishing.
   3. Identify conflicts between manufacturers’ instructions and Contract Documents.

D. Material Safety Data Sheets:
   1. In addition to Material Safety Data Sheets (MSDS) otherwise required by the Contract Documents, submit five copies for any paints, solvents, thinners, varnish, lacquer, glues and adhesives, mastics, or other materials needed for the Project as required by the individual Specification Sections or as otherwise specified in the Contract Documents.
   2. MSDS required for a Submittal shall be submitted with product data in order for the Submittal to be reviewed.

1.11 INSTALLATION, OPERATIONS, AND MAINTENANCE MANUALS

A. Sheet Size: 8½ x 11 inch
B. Drawing Size: Reduce drawings or diagrams to an 8½ x 11 inch or 11 x 17 inch size. However, 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.
C. Binding: Bind in stiff, metal-hinged, three-ring binder(s) with standard three-hole punching.
D. Multiple Items: Multiple items may be combined into one binder; tab each section with plastic-coated dividers.
E. Page Protectors: Provide plastic sheet lifters prior to first page and following last page.
F. Binder title: Include the following title on front and spine of binder:

   PERALTA COMMUNITY COLLEGE DISTRICT – BLDG A RENOVATIONS
   OPERATION, AND MAINTENANCE MANUAL, 200_

G. Contents:
   1. Introductory Information:
      a. Title page providing the same information as paragraph 1.11F above
      b. Contractor’s name, address, and telephone number
      c. Table of Contents
   2. Include, at a minimum, the following detailed information for each item as applicable and as required by individual Specification Sections:
      a. Equipment function, normal operating characteristics, limiting operations.
      b. Assembly, disassembly, installation, alignment, adjustment, and checking instructions.
      c. Operating instructions for startup, routine and normal operation, regulation and control, shutdown, and emergency conditions.
      d. Lubrication and maintenance instructions including specific type and amount of lubricant and recommended lubrication interval.
      e. Guide to “troubleshooting.”
      f. Parts list and predicted life of parts subject to wear.
      g. 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.
      h. Test data and performance curves.
      i. A list of recommended spare parts with a price list and a list of spare parts provided under this Contract.
      j. Copies of parts lists or other documents packed with equipment when delivered.
      k. Instrumentation or tag numbers relating the equipment back to the Contract Documents.

3. Index
H. Final Submittal: Upon favorable review of Installation, Operation, and Maintenance Manual(s) by District, deliver four additional hard copies and one electronic media format copy of the final approved Installation, Operation, and Maintenance Manual(s). Electronic media format copy shall include all tables, charts, drawings, codes and all other matters reflected in hard copies. Contractor shall complete the Equipment and Tasks lists in digital format for each piece of equipment supplied.

I. Electronic Media Format: Compatible with Microsoft® Word 2003 for Windows, AutoCAD 2007 Land Development Desktop for Windows in drawing format (.DWG), or Adobe (.PDF) unless directed otherwise by District. All files shall be delivered on a unique CD-ROM.

J. Draft Submittal: The Draft Submittal of Installation, Operation, and Maintenance Manuals shall be submitted to District prior to equipment startup.

1.12 COMPUTER PROGRAMS
A. When any equipment requires operation by computer programs, submit copy of program on appropriate diskette, plus a hard-copy and an electronic copy (Adobe .PDF format) of all user manuals and guides for operating the programs and making changes in the programs for upgrading and expanding the databases. Program shall be Windows XP compatible. Provide required licenses to District at no additional cost.

1.13 PROJECT RECORD DOCUMENTS
A. Submit one copy of each of the Project Record Documents listed in Section 01770 (Contract Closeout).

1.14 DELAY OF SUBMITTALS
A. Delay of Submittals by Contractor is considered avoidable delay. Liquidated damages incurred because of late Submittals will be assessed to Contractor.

1.15 OPTIONAL REVIEW MEETING
A. At the Contractor’s request, in order to facilitate the timeliness of the review process, the District may schedule a meeting to review the materials submitted. If this option is exercised, the following requirements apply:
   1. Request a meeting date with the District at least 10 Business Days in advance.
   2. Provide the complete package of Submittal information at least 5 Business Days in advance of the meeting.
   3. The meeting shall take place at District’s office. District will provide the authorized staff to review and respond on the Submittal information during the meeting.
   4. Make available for this meeting the job superintendent and/or foreman, Contractor’s safety officer, and someone knowledgeable of all the items submitted and authorized to make substitutions or changes.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION
1.01 REGULATORY REQUIREMENTS

A. General: Specific reference in Contract Documents to codes and regulations or requirements of regulatory agencies shall mean latest printed edition of each adopted by the regulatory agency at the date of the Contract Documents unless document referenced is shown dated.

B. Copies: Maintain current copy of each of above documents in Contractor's field office.

E. Compliance: The intent of the Drawings and Project Manual is to complete Project per applicable Regulatory Requirements. Should any conditions develop not covered by the Contract Documents wherein the finished Work will not comply with Regulatory Requirements, a Change Order detailing and specifying the required work shall be submitted and approved before proceeding with Work.

F. Conflicts:

1. Between Referenced Regulatory Requirements: Comply with one establishing more stringent requirement.


3. Where a conflict is discovered, notify Architect before taking action.

1.02 REFERENCES

A. Applicability: Except where Contract Documents or applicable codes include more stringent requirements, referenced construction industry standards have same force and effect as if bound or copied directly into Contract Documents. Such standards are made part of Contract Documents by reference.


C. Conflicting Requirements: Where compliance with two or more standards is specified, and standards may establish different or conflicting requirements for minimum quantities or quality levels. Refer requirements that are different, but apparently equal, and uncertainties to Architect for decision before proceeding.

D. Minimum Quantity and Quality Levels: Quantity or quality level shown or specified shall be minimum provided or performed. Actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to Architect for decision before proceeding.

E. Copies of Standards: Each entity engaged in construction on Project is required to be familiar with Reference Standards applicable to that entity's construction activity. Copies of applicable...
standards are not bound with the Contract Documents. Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.

F. Abbreviations of Names: Trade Association and Organization Names are abbreviated in Contract Documents as follows:

<table>
<thead>
<tr>
<th>Abbreviation</th>
<th>Full Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>AAMA</td>
<td>American Architectural Manufacturers Association</td>
</tr>
<tr>
<td>AASHTO</td>
<td>American Association of State Highway and Transportation Officials</td>
</tr>
<tr>
<td>ACI</td>
<td>American Concrete Institute</td>
</tr>
<tr>
<td>AHDGA</td>
<td>American Hot Dip Galvanizers Association</td>
</tr>
<tr>
<td>AIA</td>
<td>American Institute of Architects</td>
</tr>
<tr>
<td>AIAC</td>
<td>Acoustical and Insulation Materials Association</td>
</tr>
<tr>
<td>AIISC</td>
<td>American Institute of Steel Construction</td>
</tr>
<tr>
<td>AISI</td>
<td>American Iron and Steel Institute</td>
</tr>
<tr>
<td>ANSI</td>
<td>American National Standards Institute (formerly American Standards Association [ASA])</td>
</tr>
<tr>
<td>APA</td>
<td>American Plywood Association</td>
</tr>
<tr>
<td>ASHRAE</td>
<td>American Society of Heating, Refrigerating and Air Conditioning Engineers, Inc.</td>
</tr>
<tr>
<td>ASME</td>
<td>American Society of Mechanical Engineers</td>
</tr>
<tr>
<td>ASTM</td>
<td>American Society for Testing and Materials</td>
</tr>
<tr>
<td>AWPA</td>
<td>American Wood Preservers Association</td>
</tr>
<tr>
<td>AWS</td>
<td>American Welding Society</td>
</tr>
<tr>
<td>BHMA</td>
<td>Builders Hardware Manufacturers Association</td>
</tr>
<tr>
<td>CCR</td>
<td>California Code of Regulations (Formerly California Administrative Code [CAC])</td>
</tr>
<tr>
<td>CRSI</td>
<td>Concrete Reinforcing Steel Institute</td>
</tr>
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<td>CS</td>
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<td>CSS</td>
<td>State of California, Department of Transportation, Division of Highways' &quot;Standard Specifications&quot;</td>
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<td>FGMA</td>
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<td>FM</td>
<td>Factory Mutual System, Factory Mutual Engineering Corporation</td>
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<td>FS</td>
<td>Federal Specifications</td>
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<td>FSS</td>
<td>Federal Safety Standard</td>
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<td>GANA</td>
<td>Glass Association of North America</td>
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<td>ICBO</td>
<td>International Conference of Building Officials</td>
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<td>IEE</td>
<td>Institute of Electrical and Electronic Engineers</td>
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<td>NAAMM</td>
<td>National Association of Architectural Metal Manufacturers</td>
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<td>NEC</td>
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<td>OSHA</td>
<td>Occupational Safety and Health Administration</td>
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<td>PS</td>
<td>United States Department of Commerce Product Standard</td>
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<td>RCRBSJ</td>
<td>Research Council on Riveted and Bolted Structural Joints</td>
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<td>Redwood Inspection Service</td>
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<tr>
<td>SDI</td>
<td>Steel Door Institute</td>
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<td>SDI</td>
<td>Steel Deck Institute</td>
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<td>SFM</td>
<td>State of California, Office of State Fire Marshal</td>
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<td>SMACNA</td>
<td>Sheet Metal and Air Conditioning Contractors National Association, Inc.</td>
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<td>SSPC</td>
<td>Steel Structures Painting Council</td>
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<tr>
<td>TCA</td>
<td>Tile Council of America</td>
</tr>
<tr>
<td>UBC</td>
<td>Uniform Building Code</td>
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</table>
1.03 ABBREVIATIONS, SYMBOLS, AND DEFINITIONS

A. Abbreviations: Are used only on Drawings and are listed thereon.

B. Symbols: Are used only on Drawings and are shown thereon.

C. Specification Format and Content Explanation:

1. Specification Format: These Specifications are organized into Divisions and Sections based on Construction Specifications Institute’s (CSI) 16-Division format and MASTERFORMAT numbering system.

2. Specification Language:
   a. These Specifications use certain conventions in use of language and intended meaning of certain terms, words, and phrases when used in particular situations or circumstances. These conventions are explained as follows:
   
   b. Abbreviated Language: Language used in Specifications and other Contract Documents is abbreviated type. Words and meanings shall be interpreted as appropriate. Words that are implied, but not stated, shall be interpolated as the sense required. Singular words will be interpreted as plural and plural words interpreted as singular where applicable and context of Contract Documents so indicates.

   c. Imperative Mood: Imperative mood is used generally in Specifications. Requirements expressed in imperative mood are to be performed by Contractor. At certain locations in text, for clarity, subjective language is used to describe responsibilities that must be fulfilled indirectly by Contractor, or by others when so noted.

3. Shall Be: The words "shall be" shall be included by inference wherever a colon (:) is used within a sentence or phrase.

4. Assignment of Specialists: Certain Sections of Specifications require that specific construction activities shall be performed by specialists who are recognized experts in operations to be performed. Specialists must be engaged for those activities, and assignments are requirements over which Contractor has no choice or option. Nevertheless, ultimate responsibility for fulfilling Contract requirements remains with Contractor. This requirement shall not be interpreted to conflict with reinforcement of building codes and similar regulations governing the Work. It is also not intended to interfere with local trade union jurisdictional settlements and similar conventions.

D. Definitions:
1. General: Terms used on Drawings and in Project Manual, in addition to those defined in General Condition, shall have following meanings.

2. Approved: The term "approved," where used in conjunction with Architect’s action on Contractor’s submittals, applications, and requests, is limited to Architect’s duties and responsibilities as stated in Conditions of the Contract.

3. Directed: Terms such as "directed," "requested," "authorized," "accepted," "selected," "approved," "required," and "permitted" mean "directed by the Architect," "requested by the Architect," and similar phrases.

4. Furnish: The term "furnish" means "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."

5. Indicated: The term "indicated" refers to graphic representations, notes or schedules on the Drawings, or other Paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help the reader locate the reference; no limitation on location is intended.

6. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations."

7. Installer: An "Installer" is an entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier for performance of a particular construction activity, including installation, erection, application, and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

8. Per: The word "per" means "in accordance with" or "in compliance with."

9. Project Site: Space available to the Contractor for performance of construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.

10. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

11. Required: The term "required" means "required by code, by good building practice, by the conditions prevailing, by Contract Documents, by Owner, or Architect."

12. 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.

13. Testing Agency and Testing Laboratory: These terms have different meanings as specified elsewhere in this Section.

14. Trades: Use of titles such as "carpentry" is not intended to 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 tradespersons of the corresponding generic name.
1.04 QUALITY CONTROL

A. Testing Laboratory:

1. General: District will retain and pay expenses of an independent Testing Laboratory, to perform and report on tests and inspections described in the Specifications and as otherwise deemed necessary and appropriate by the Division of the State Architect.

2. Additional Duties: As required, Testing Laboratory will review material and product reports of Testing Agency for compliance with Contract Documents.

3. Contractor’s Responsibilities:
   a. Materials: Secure and deliver to Testing Laboratory adequate quantities of representative samples of materials proposed for use and which require testing.
   b. Test Reports: Submit copies of product test reports as required.
   c. Incidental Labor and Facilities: As follows:
      1) To provide access to Work to be tested.
      2) To obtain and handle samples at Project site or at source of product to be tested.
      3) To facilitate inspections and tests.
      4) For storage and curing of test samples.
   d. Scheduling: Notify testing laboratory sufficiently in advance of operations to allow for Testing Laboratory assignment of personnel and scheduling of tests.
   e. Delayed Testing: When tests or inspections cannot be performed after such notice, reimburse District for Testing Laboratory personnel and travel expenses incurred due to Contractor’s negligence.

4. Testing Laboratory Qualifications:
   a. General: Meet Recommended Requirements for Independent Laboratory Qualification, published by American Council of Independent Laboratories.
   b. Concrete and Steel Work: Meet basic requirements of ASTM E329, Standards of Recommended Practice for Inspection and Testing Agencies for Concrete and Steel as Used in Construction.

B. Contractor’s Testing Agency:

1. General: Retain and pay expenses of Testing Agency or Testing Agencies acceptable to Architect and District, to perform and report on Work specified in Contract Documents and not assigned to District’s Testing Laboratory. The Testing Agency shall be an organization other than the Testing Laboratory, and with prior acceptance of the Architect, may be a commercial testing organization, the testing laboratory of a trade association, the certified
laboratory of a supplier, the Contractor's own forces, or other organization. Testing Agency shall have been in business for 5 years.

C. Test Reports:

1. Distribution: Testing Laboratory and Testing Agency shall each distribute copies of their reports as follows:
   
   b. Project Inspector: One copy.
   c. Structural Engineer: One copy.
   d. District: One copy.
   e. Division of the State Architect (DSA): One copy.
   f. Contractor: Number of copies for Contractor and supplier whose work is being tested will be determined upon commencement of Contract.

D. Multiple Tests and Inspections: Certain portions of the Work will be tested or inspected at various stages, sometimes off Site, between their inception and final positioning in the completed Work. Nothing in any prior acceptance or satisfactory test result shall govern if at any subsequent time the work, or portion thereof, is found not to conform to Contract Documents.

E. Additional Testing and Inspection:

1. General: If initial tests or inspections made by Testing Laboratory reveal that materials do not comply with Contract Documents, or if Architect has reasonable doubt that the materials or execution of the work complies with Contract Documents, additional tests and inspections shall be made as directed. The District shall pay the Testing Laboratory for these additional tests, but shall be compensated by the Contractor via deduction from the contract sum.

END OF SECTION
PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Temporary Electricity
   2. Temporary Communications.
   3. Temporary Water
   4. Fences
   5. Protection of Public and Private Property
   6. Temporary Sanitary Facilities
   7. Temporary Barriers and Enclosures
   8. Water Control
   9. Pollution Control
   10. Construction Aids
   11. Erosion Control
   12. Noise Control
   13. Traffic Control
   14. Removal of Temporary Facilities and Controls

1.2 TEMPORARY ELECTRICITY

Contractor shall provide, maintain, and pay for electrical power at the Site for construction purposes and for Contractor's and Project/Construction Manager's trailers. Power may be obtained from District, but Contractor must provide all necessary wiring and appurtenances for connection to District's system. Contractor must meter all connections to District's system to determine usage rates.

1.3 TEMPORARY COMMUNICATIONS

Provide, maintain, and pay for all applicable communications and data services (including without limitation telephone, facsimile, e-mail and internet) to Contractor's and Project/Construction Manager's field office commencing at time of Project mobilization, including all installation and connection charges. In addition, the Contractor shall provide, maintain and pay for a high speed internet service (such as DSL) at the Site.

1.4 TEMPORARY WATER

A. Provide, maintain, and pay for suitable quality water service required for construction operations.
B. All water required for and in connection with the Work, including without limitation for dust control, shall be furnished by and at the expense of Contractor. Contractor shall furnish necessary pipe, hose, nozzles, meter, and tools and perform all necessary labor. 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.
C. Contractor shall also provide all potable water for drinking purposes for all employees and for the Project/Construction Manager trailer.

1.5 FENCES

A. All existing fences affected by the Work shall be maintained by Contractor until Final Completion. Fences which interfere with construction operations shall not be relocated or dismantled until District gives written permission to do so, and the period the fence may be left relocated or...
dismantled has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

B. 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.

1.6 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

A. Contractor shall protect, shore, brace, support, and maintain all underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by its construction operations. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences, and other surface structures affected by construction operations, together with all sod and shrubs in yards, parkways, and medians, shall be restored to their original condition, whether within or outside the easement. All replacements shall be made with new materials.

B. 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 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.

C. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

1.7 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required temporary buildings with sanitary toilets for use of all workers. At a minimum, sanitary facilities shall be located at trailer site, staging area, and adjacent to work area.

B. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.

C. Comply with all minimum requirements of the Health Department and CalOSHA or other public agency having jurisdiction; maintain in a sanitary condition at all times.

1.8 TEMPORARY BARRIERS AND ENCLOSURES

A. Provide barriers to prevent unauthorized entry to construction areas to allow for District's use of Site, and to protect existing facilities and adjacent properties from damage from construction operations.

B. Provide barricades required by governing authorities for public access to existing buildings.

C. Protect vehicular traffic, stored materials, Site, and structures from damage.

1.9 WATER CONTROL

A. Grade Site to drain.

B. Maintain excavations free of water.

C. Protect Site from puddling or running water.

D. Provide water barriers as required to protect Site from soil erosion.

E. Provide for drainage of storm water and such water as may be applied or discharged on the Site in performance of the Work. Drainage facilities shall be adequate to prevent damage to the Work, the Site, and adjacent property.

F. Clean, enlarge and/or supplement existing drainage channels and conduit as necessary to carry all increased runoff attributable to Contractor's operations. Construct dikes as necessary to divert increased runoff from entering adjacent property (except in natural channels), to protect District's facilities and the Work, and to direct water to drainage channels or conduits. Provide ponding as necessary to prevent downstream flooding.
1.10 POLLUTION CONTROL

A. Contractor shall prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances resulting from construction activities. No sanitary wastes shall be permitted to enter any drain or watercourse 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.

B. The Contractor shall implement BMPs during construction activities as specified in the California Storm Water Best Management Practices Handbook (Stormwater Quality Task Force, 1993) and/or the Manual of Standards for Erosion and Sediment Control Measures (ABAG, 1995). Erosion and sedimentation control practices shall include installation of silt fences, straw wattle, soil stabilization, revegetation, and runoff control to limit increases in sediment in stormwater runoff, including but not limited to, detention basins, straw bales, silt fences, check dams, geofabrics, drainage swales, and sand bag dikes.

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.

1.11 CONSTRUCTION AIDS

Contractor shall furnish, install, maintain, and operate all construction aids required by it and its Subcontractors in the performance of the Work, except as otherwise provided herein. Such construction aids shall include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs. Construction aids shall be furnished without charge to the Subcontractors, and all necessary erection, maintenance, and operating personnel shall be included. In the event of conflict, the contractor furnishing the equipment shall determine priorities in the best interest of the Project.

1.12 EROSION CONTROL

A. Contractor shall prevent soil erosion in 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.

B. 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 and construction buildings shall be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

C. Contractor shall review Section 01520 Erosion and Sediment Control

1.13 NOISE CONTROL

A. When required by OSHA Standards, construction workers shall be provided with ear protection to operate equipment.

B. Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work. During construction activities on or adjacent to occupied buildings, and when appropriate, Contractor shall erect screens or barriers effective in reducing noise in the building and shall conduct its operations to avoid unnecessary noise which might interfere with the activities of building occupants.

C. Ensure and provide certification to District that all construction equipment and vehicles used for the Work are:

1. Maintained in good mechanical condition
2. Equipped with properly installed engine mufflers

1.14 TRAFFIC CONTROL

All traffic associated with the construction, including without limitation delivery and mail trucks, shall enter the Contractor’s access gate and road. Contractor shall provide signs directing construction and delivery traffic to this gate. Construction truck traffic shall be limited to off-peak traffic hours, between the hours of 10:00 a.m. and 4:00 p.m., Monday through Friday.

1.15 REMOVAL OF TEMPORARY FACILITIES AND CONTROLS

A. Remove temporary utilities, equipment, facilities, and materials prior to final inspection.
B. Remove underground installations.
C. Clean and repair damage caused by installation or use of temporary work.
D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.16 SIGNAGE

A. Contractor shall provide all necessary signage as called out under Section 01545 Site Safety Program.
B. Contractor shall provide all necessary signage on all areas of the temporary construction fencing indicating that the area is a hard hat construction area with limited accessibility.
C. Contractor shall provide all necessary signage at the College requested size to defer pedestrian traffic whenever necessary.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION
SITE SAFETY AND SECURITY

SECTION 01540

PART 1 GENERAL

1.1 SUBMITTALS

A. See Section 01330 (Submittal Procedures).
B. Safety Program. Section 01545 Site Specific Safety Plan

1.2 PROTECTION

A. Contractor shall designate a Site Safety Coordinator who shall oversee and monitor all Site Safety Procedures per Supplemental General Condition, Item 2.
B. Continuously maintain protection as necessary to protect the Work, as a whole and in part, and adjacent property and improvements from accidents, injuries or damage.
C. Properly protect the Work:
   1. With lights, guard rails, temporary covers and barricades.
   2. Enclose excavations with proper barricades.
   3. Brace and secure all parts of the Work against storm and accident.
   4. Provide such additional forms of protection that may be necessary under existing circumstances.
D. Provide and maintain in good condition all protective measures required to adequately protect the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. When regulated by Building Code, Cal OSHA, or other authority, such legal requirements for protection shall be considered as minimum requirements. Be responsible for the protection in excess of such minimum requirements as required.

1.3 CONTROL OF SITE

Ensure that no alcohol, firearms, weapons, or controlled substance enters or is used at the Site. Immediately remove from the Site and terminate the employment of any employee found in violation of this provision.

1.4 SITE SECURITY

A. As part of the Work included within the Contract Price, 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 without limitation preventing theft, loss, vandalism and improper concealment of personal property of the District and all persons lawfully present on the Site, and including times where workers are not present on the Site. Contractor’s measures shall include, at a minimum, maintaining a log of all persons entering and leaving the Site and 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. Contractor shall maintain a lock on the Construction access gate(s) at all times. Contractor shall appoint one person to let people through the gate and maintain the sign-in/out list, with person’s name, company, reason for entering, what they are delivering, time and date. Alternatively, Contractor shall provide a full-time guard at the gate at all times to control access and maintain the sign-in/out list. The sign in/out list shall be available to District at anytime 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. Contractor shall supply additional security fencing, barricades, lighting, and other security measures as required to protect and control the Site.

1.5 SAFETY PROGRAM

A. Within 15 days after Notice to Proceed, submit a Safety Program 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 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.

B. Receipt and/or review of the Safety Program by District, Engineer or District's representative shall not relieve Contractor of any responsibility for complying with all applicable safety regulations.

C. It is essential that Contractor and each Subcontractor implement an effective and vigorous Safety and Health Program to cover their respective portions of the Work. Subject to Contractor's overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to their respective portions of the Work rests with each individual Contractor and Subcontractor.

D. Safety Program 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): Describing 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. Confined Space Program: The Site contains permit- and non-permit-confined spaces. District will provide Contractor with any available information regarding permit space hazards, entry operations, and safety information relating to work in the permit spaces as set forth in the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5157). Permit space entry is allowed only through compliance with a permit 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 spaces during entry operations.

E. The wearing of hard hats, protective eye glasses, construction shoes and clothing shall be mandatory at all times for personnel on Site. Supply sufficient PPE to equip properly all employees and visitors.

F. Whenever an exposure exists, appropriate personal protective equipment (PPE) shall be used by all affected personnel. Supply PPE to all personnel under Contractor’s direction.

1.6 SAFETY REQUIREMENTS

A. Standards: Maintain the Project in accordance with state and local safety and insurance standards.

B. Hazards Control:
   1. Store volatile wastes in covered metal containers and remove from premises daily.
   2. Prevent accumulation of wastes that create hazardous conditions.
   3. Provide adequate ventilation during use of volatile or noxious substances.

C. 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.
D. Provide accident information on the forms provided by Contractor. This information shall be provided on the same day as the occurrence of said incident.

1.7 SITE SAFETY OFFICER/COORDINATOR

A. Designate one of Contractor’s staff as “Site Safety Officer” whose duties shall include the responsibility for enforcing the environmental protection provisions of the Contract Documents including safety and health, the requirements of the Occupational Safety and Health Act, and other applicable federal, state and local standards. Submit for review by District Contractor’s intended traffic flow plan, security plan, program for temporary structures, housecleaning plan, demolition program, and environmental safety and health plan. After review by District, the implementation and enforcement of these plans shall become the responsibility of the Site Safety Officer. Any changes in the plans shall be requested by Contractor through the Site Safety Officer for written concurrence by District.

B. District’s risk management representative(s) shall be allowed access to accident/injury and illness reports, inspection reports, scheduling and construction meetings, and safety meetings.

1.8 FIRE PROTECTION PLAN

A. Within 15 days after Notice to Proceed submit one copy of a fire protection plan that has been reviewed and approved by the City of Alameda (or other applicable) Fire Department. It is recommended that the plan include, but not be limited to, a discussion of the following items:

1. Equipment spark arresters
2. Fire-extinguishing equipment on hand
3. Method of operation in case of fire
4. Notification to authorities of any fire
5. Access available during performance of Work
6. Educating workers of fire protection plan
7. Storage protection for flammable materials
8. Ventilation and illumination equipment
9. Fire watch if required

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION
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SECTION A: ADMINISTRATIVE ISSUES

SAFETY POLICY STATEMENT

Scope and Application

It is the intention of PCCD to ensure the safest possible work conditions for all workers. This will be achieved through the continued implementation of the safety program. By promoting safe and efficient production, incidents that increase cost to the project and suffering to the employees, will be kept to a minimum. It is our belief that with complete cooperation from General Contractor, their Subcontractors, Superintendents, Foremen and other personnel the safety program will achieve commendable results.

Project Managers, Superintendents, Assistant/Area superintendents, Safety Representatives, and foreman are the key individuals for implementing and maintaining an effective safety program. It is the responsibility of each of these individuals to ensure the men and women working under their control are maintaining safe work areas, and are performing their task in a safe manner. It is also the primary responsibility of each worker to follow every precaution and safety rule to protect them and their fellow workers.

The Contractor will monitor this safety program so that all workers will strive to comply and to provide a safe workplace for all contractors and subcontractors working on the project. This program and all of the rules and policies contained within applies to all persons on the construction site.

Each Contractor/Subcontractor is solely responsible for the safety of their employees and/or visitors as required by the rules and regulations of this program and the California Code of Regulations, Title 8, the OSHA 1926 Safety Standards for the Construction Industry and all other local, state, and federally recognized current standards and codes. All Contractors and Subcontractor on the project are required to know and follow the contents of this safety program. All Contractors and Subcontractors are solely responsible to train and educate their employees, and/or visitors as to the contents of this program. Documentation of this training, and all training, is the responsibility of the Contractor/Subcontractor.

The program strives to encompass many of the major standards promulgated by the Federal Occupational Safety and Health Administration and the American National Standards Institute, but in no way is it all encompassing. In the event a situation arises whereby a site practice is not covered in this program or subcontractors program, the most applicable and stringent safety standard shall apply using the Occupational Safety and Health Administration standards as a minimum.

PROJECT SAFETY GOALS

Scope and Application

In order to prevent incidents and injuries that may result from the activities of independent contractors, safety goals shall be maintained. The result will be minimal disruption to the project construction activities and will assist in monitoring the success of the program by maintaining statistics involving contractor accident/incidents- if any. The goals apply to the project as a whole but each individual Contractor and Subcontractor shall establish their own company safety goals.

Definitions

Lost Time Incident- Incident that involves a contractor employee receiving a work related injury that does not allow the employee to return to work (based on the restriction of work by the attending
physician) on their next regularly scheduled work shift.

**OSHA Recordable Incident** - Incident that involves a contractor employee receiving a work related injury that results in loss of consciousness, restriction of work or motion, transfer to another job, or requiring medical treatment considered beyond first aid.

**Lost Workday** - Regularly scheduled workdays that an employee of a contractor misses due to the work restrictions placed on the employee by the attending physician.

**Near Miss** - Any situation that could have reasonably caused serious injury, illness, fire, property damage or any other serious hazard as defined by the owner.

**Fatality** - Work related incident resulting in the death of a contractor employee.

**Light Duty** - The light duty program encourages the return to work of workers who are not seriously injured. Each injury will be evaluated to determine what light duty jobs are available.

**Procedures**

Contractor employees must immediately report all Incidents to their supervision at the time of occurrence. It is then the contractor’s responsibility to immediately report all Incidents to the District’s Project Manager.

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**CONTRACTOR SAFETY QUALIFICATION**

**Scope and Application**

The goal of this process is to evaluate a contractor's historical statistical safety data and current written safety programs in order to indicate the level of safety that can be expected from a contractor if hired. Safety qualification applies to all contractors and subcontractors being considered to perform construction activities on the property. All prime contractors are responsible for collecting and evaluating the safety information of subcontractors, and must submit it to the PCCD Project Manager at least two weeks prior to the start of work.

The following terms are utilized in the qualification process:

**Experience Modification Rate (EMR)** - This rating is issued by the contractor’s worker compensation carrier; it is determined/influenced by the number, costs, and severity of Incidents.

**SITE SAFETY RESPONSIBILITIES**

**Scope and Application**

The General Contractor shall obtain and designate a Project Safety Coordinator to monitor responsibilities for safety in order to ensure the General Contractor is providing a safe and healthy environment for their employees. It is the sole responsibility of all contractors and subcontractors on the project to comply with all federal, state, and local safety and health guidelines and requirements. This program is to supplement and assist in their efforts for such compliance.

This section is to confirm the contractor commitment of safety at the project site and to the contractor safety program by establishing and assigning specific safety and health responsibilities to the contractors in implementing and maintaining The Site Safety Program.
Responsibilities

Contractor Project Manager/Superintendent/Foreman - In charge with ensuring the overall activities of all onsite contractors and is responsible for the following:
1. Assists in the design of the contractor safety process
2. Assists in promoting continuity of the process
3. Implements the program
4. Supports training of the contractor’s personnel regarding the contractor safety process
5. Continually evaluates the contractor safety process
6. Responds to questions regarding the contractor safety process
7. Communicates the requirements of the contractor safety process
8. Selectively attend pre job meetings with the contractor to discuss their site-specific safety plan. Also to discuss the safety goals and requirements of the project.
9. Conducts safety audits of the project.
10. The Project Safety Coordinator will chair the monthly safety meetings.

Contractor/Subcontractor Safety Coordinator – the competent Contractor Management individual designated by their companies to carry forth the safety objectives of this program and their company’s program, and responsible for the following:
1. Assists in the design of their company’s safety process and this program.
2. Assists in promoting continuity of the process and program.
3. Supports implementation of the process and program.
4. Supports training of their company’s personnel regarding the contractor safety process and the requirements in this program.
5. Continually evaluates their company’s safety process.
6. Communicates the requirements of this program to their company’s employees.
7. Assists in all safety activities with regards to their company.
8. Disciplines and takes corrective actions when directed by the Company Project Manager, or when conditions warrant such actions.
9. Ensures their company’s employees follow all aspects of this program.
10. Make daily safety inspections of the job site and make necessary immediate corrective action to eliminate unsafe acts and conditions. Documentation of inspections is to be submitted weekly.
11. Assure the OSHA 200 Injury and Illness Log Form Report is properly completed.
12. Review incident reports and initiate immediate corrective action.
13. Provide job foreman with appropriate material for use in conducting weekly “tool box” safety meetings
14. Attend foreman “tool box” Safety meetings and evaluate their effectiveness
15. Assist in the preparation of the Incident investigation and reporting procedures.
16. Encourage programs for recognition of individual employee’s safety efforts and their contribution toward improved work procedures.

17. Be responsible for the control and availability of the necessary safety equipment, including employee’s personal protective equipment.

18. Coordinate activities with those of the other contractors, the Project Safety Coordinator, and the Owners Representatives.

19. Attend loss control meetings monthly or more frequently, as required. The Safety Representative should share their experience, questions and problems with the other Safety Representatives at those meetings.

Procedures

The Contractor/Subcontractor Safety Coordinator or individuals designated by the contractors’ owner will meet every week to review the success of the implementation of the contractor safety program and identify areas of concern in a weekly safety Meeting. The “designated contractor person” shall be at the Contractor’s management level and have training is safety.

Training Requirements

1. Prime and contractor’s contractual requirements of this project require each prime contractor and subcontractor to submit a copy of a written Project Specific Safety Plan. This plan must contain, at a minimum, the following requirements:

   a. The name of the management person who is responsible for the implementation of the plan and what roles will this person play during the project.
   b. How each will conduct their weekly toolbox talks.
   c. Provisions for safety inspections of the job site by supervision.
   d. Process for completing job safety analysis (JSA) for all critical tasks and processes for developing detailed work plans/procedures for the successful accomplishment of these identified critical tasks.
   e. How the job trailer or gang boxes will be equipped to meet OSHA standards.
   f. The method that will be used to ensure that all OSHA required training and the project Safety Program requirements have been communicated to all subcontractors.
   g. Company policy on safety and substance abuse.
   h. Incident reporting, first aid, and emergency procedures. Details for the management of work related injuries.
   i. Describe the company safety recognition/incentive policy (if any) that will be in effect for this project.
   j. How their program will mesh with the Project Safety Program.
   k. The procedure for ensuring that the previously stated information will be implemented and enforced for workers, supervision, and subcontractors.
   l. A list of all competent person(s) overseeing those tasks in which OSHA requires such person(s).

2. Subcontractors may utilize and abide by their prime contractors written site-specific safety program. However, the District requires confirmation in writing stating from the subcontractors that they will abide by their primes programs. In so doing this, it is critical that the primes acknowledge this understanding and ensuring that their subs will abide and follow by their programs. This in no way alleviates the Subcontractors from having a “company” safety program of their own. It just applies to the “site-specific” program.
SAFETY TRAINING AND EDUCATION

Scope and Application
Any training shall include items contained in but not limited to the project Safety Program, California Code of Regulations, Title 8, OSHA CFR 1926.00 Standards, and pertinent OSHA CFR 1910.00 Standards.

Procedures
Contractors are solely responsible for all federal and/or state required safety training of their personnel on this project. Each Contractor individual is required to be trained in the recognition of hazards on this project, this safety program, and the contractor’s safety program.

Contractors are required to conduct and document weekly safety toolbox talks. These talks shall be conducted at the site and contain safety information that will increase safety awareness on this project. The weekly tool box talks must relate to the work that is underway or immediately forthcoming. Each individual that attends these safety talks shall sign their signature documenting attendance. A copy of the toolbox Talks with signatures will be forwarded to the District Project Manager by 3:00PM every Friday. Subcontractors may attend a prime contractor’s toolbox talk if a separate list of signatures identifying the subcontractor personnel is maintained.

Each contractor is solely responsible to ensure his or her employees attend the site orientation provided.

The orientation program shall contain the following as a minimum
1. Incident reporting procedures.
2. Medical provider information
3. PPE policies
4. Safety aspects of the particular job/operation being done
5. Fall protection policy
6. Drug & alcohol policy

Each contractor must ensure that they have on site at all times, a crew member who has attended an OSHA 30 hour course or equivalent in construction safety, and two persons trained in CPR and First Aid per OSHA requirements.

EMERGENCY PROCEDURES

Scope and Application

An emergency is any situation that poses an immediate threat to life or property. This would include but not be limited to collapse of a building or a portion thereof, fire, explosion, equipment failure such as collapse of a crane, release of exposure to toxic fumes or smoke, presence of gas or other explosive fumes, flood, etc.
Procedures
In the event of an incident (fire, injury, etc.) requiring the assistance of outside personnel, craft persons shall contact the District designated management person immediately. If the situation requires immediate outside attention and there is no time to contact a management team member, individuals shall dial 9 - 1 - 1. Upon calling, the person shall state their name, their contractor’s name, the location of the emergency, and the type of emergency. Immediately after this emergency call is made, the person shall contact the District designated management team and their direct superiors.

For emergencies involving building evacuation all craft persons shall follow the developed, posted evacuation routes to their designated rally point. Craft persons shall remain at the rally point until they are accounted for by their supervision and an “all clear” is given to return to the project. Contractors are required to provide a designated rally point for their employees to the District’s Project Manager that is to include the name(s) of their employees which will account for their personnel and inform the District’s Project Manager of any person(s) missing.

In the occurrence of an emergency, the contractor shall ensure that all proper Incident reports are completed and distributed in the required time.

A list of “key” onsite and home office personnel (with phone numbers) shall be developed by each Contractor and submitted to the District’s designated management team prior to any work commencing, in order to assist communication in case of a project emergency.

One or all steps are to be followed:

1. Take whatever actions are needed to make people on the project safe.
2. Call for assistance from outside, 9 - 1 - 1
3. Stop work.
4. If necessary, call for site evacuation with role call and clear site access roads.
5. Issue instructions to all supervisors and employees.
6. Set up security control at the emergency area.
7. In the event of a major catastrophe outside working hours on Saturday or Sunday, etc., the designated management on site or security personnel will be provided with an emergency call list to summon contractor personnel to the site to take action.

INCIDENT REPORTING

Scope and Application

The following reporting procedures are to be followed in order to ensure proper safety reporting procedures by all affected persons on this project. All incidents involving physical harm, property damage, employee misconduct, or near misses are to be reported to the District’s Project Manager.

Responsibilities

All Incidents resulting in injuries other than first aid are to be reported at the time of occurrence to the project superintendent or his designee. The contractor in charge of the person(s) involved will complete an Incident investigation form and request those craft person involved to complete a written statement (please see attached forms) whenever any such events take place. The contractor shall then immediately give a copy to District Project Management for review.
PROJECT SAFETY PROGRAM

Incident reporting procedures

1. Near Miss/ Injury free Event/Serious Injury Event/Fatality/Property Damage/General Liability Accident
   It is the responsibility of the prime contractor safety representative, to complete the investigation using their standard investigation report. This report WILL include recommendations / implementation of corrective actions. The report will be submitted to the District Project Manager within 24 hours.

2. First Aid Event
   It is the responsibility of the prime contractor safety representative to collect and log the contractors’ Incident reports and recommend corrective action. The Incident logs and work hour statistics shall be filed by the Prime Contractor and submitted if requested.

3. Medical Treatment Event
   If the injury is considered an emergency, 9 - 1 - 1 should be called first. It is the responsibility of the Prime contractor safety representative to immediately notify the General Superintendent, and the District Project Manager of an event requiring medical treatment.

4. Serious Injury Event
   It is the responsibility of the Prime contractor safety representative to immediately notify the District Project Manager of a serious event requiring medical treatment.

5. Fatality
   It is the responsibility of the Prime contractor’s safety representative to notify the General Superintendent and the District Project Manager.

6. Property Damage
   It is the responsibility of the Site Superintendent, to notify the District Project Manager of the incident and assist in the assessment of damages.

7. General Liability Accident
   It is the responsibility of the Prime contractor safety representative, to immediately notify the District Project Manager of an event occurring with the general public. The prime contractor involved will complete and incident report and file for submission if requested.

Follow-up Procedures
The information collected on any forms requested will be presented to the District Project Manager. If the management team deems it necessary there will be an Incident Review Meeting, which will focus on the facts surrounding the incident, and the corrective actions developed by the contractor that will be put in place to prevent similar occurrences.

INCIDENT REVIEW PROCESS

Scope and Application
The Incident review process and Incident review meeting serve two basic purposes:
   1) Acting as an organized and documented process for the Contractor to present to the owner the facts surrounding an Incident.
   2) As a process for the corrective actions developed by the Contractor to prevent a similar type of Incident.

*Note: This review applies for all Lost Time Incidents, OSHA Recordable Incidents, and/or Near Misses involving a Contractor or other project employee.
The Contractor is responsible for promptly investigating Incidents, identifying causal factors, and developing corrective action.

Procedures
1. The District requires the Contractor to immediately report the above-defined Incidents.
2. Upon the occurrence of a defined Incident, the contractor will then be responsible for completing the above-defined Incident forms.
3. The contractor shall complete these forms and return them to the District’s Project Manager within 8 hours of the Incident.

NON-COMPLIANCE TO SAFETY POLICIES

Scope and Application

In an effort to ensure compliance to this program and all other established OSHA standards, the District hereby implements this procedure of non-compliance to all Contractors working on this project. This is established to promote safety and eliminate offenders and repeat offenders, and may lead up to contract termination with a Contractor. This program may be used or may be superseded with more severe discipline based on the degree of the infraction(s).

1. 1st offense gives a verbal warning (written record kept)
2. 2nd offense written warning and his supervision is brought into the office for a “discussion” with the General Superintendent and the Project Manager. A copy of the written warning is sent to the offending Workers Company’s office. With a statement to the effect that if this happens again the worker will be removed from the project and could lead to a termination of the contract.
3. 3rd offence the worker is removed from the project.
4. If repeat occurrences with other crewmembers are found the supervisor of said offenders shall be subject to removal from the project.

OPTIMAL SAFETY ENFORCEMENT FINE SYSTEM

Scope and Application

To assist in our efforts to provide a safe workplace the following violations and penalties associated with them are to be included on the project.

<table>
<thead>
<tr>
<th>Offense</th>
<th>Frequency</th>
<th>Fine per Employee</th>
</tr>
</thead>
<tbody>
<tr>
<td>No Hard Hat</td>
<td>1st Offense - Written Warning &amp; Fine 2nd Offense - Discharge</td>
<td>$100</td>
</tr>
<tr>
<td>No Safety Glasses</td>
<td>1st Offense - Written Warning &amp; Fine 2nd Offense - Discharge</td>
<td>$100</td>
</tr>
<tr>
<td>Improper Footwear</td>
<td>1st Offense - Written Warning &amp; Fine 2nd Offense - Discharge</td>
<td>$100</td>
</tr>
<tr>
<td>No Gloves</td>
<td>1st Offense - Written Warning &amp; Fine 2nd Offense - Discharge</td>
<td>$100</td>
</tr>
<tr>
<td>Remove Guardrail Without Adequate Replacement</td>
<td>Discharge</td>
<td>$500</td>
</tr>
<tr>
<td>Remove Opening Protection Without Adequate Replacement</td>
<td>Discharge</td>
<td>$1,000</td>
</tr>
</tbody>
</table>
Unsecured Compressed Gas Cylinders  $1,000
Open Electric Panels  $500
Improper use of Personal Fall Arrest System  $250
Failure to Post Proper Warning Signage  $250
Improper Storage / Disposal of Powder Actuated Loads  $100
Unattended Powder Actuated Tools  $200
Task Lighting Without Guards or Lenses  $100
Smoking anywhere on the job site  1st Offense  
2nd Offense - Discharge  $100

Project signage outlining this policy is to be created and conspicuously displayed at your job site. Fines will be assessed to the General Contractor's company whether the offense was by a Prime or Subcontractor.

VISITORS

Scope and Application
All visitors shall be required to request approval prior to entering the project site. Access to the site shall be denied to any individual who does not have justifiable business on the job site.

Requests for tours of the project site shall be carefully screened by the District Project Manager and limited in frequency and numbers of people. Approval by the District's Project Manager and Contractor's Superintendent and shall be conducted during non-working hours if possible

Procedures
The travel route for any tour shall be established for any visitors. Areas, which may present hazards to the tour group, shall be prohibited. The tour’s travel route shall be cleared of any tripping hazards, cleaned, and properly protected to avoid potential personal injury. A designated member of the District’s management team and Superintendent shall guide the approved tours.

All members of a tour group shall sign a release prior to touring the site. If the visitors are minors, the parents must sign the release.

Any project site visitors who are permitted access to the site but are not on official on-site business shall sign the release before being authorized to proceed beyond the project office.

All visitors must wear long pants, shirts with sleeves over the shoulder, hard hats, safety glasses, and hard-soled work boots when on site. No penny loafers, dress shoes, etc. shall be permitted.
SECTION B: CODE OF SAFE PRACTICES

CRANES AND DERRICKS

1. Equipment shall comply with the American National Standard B30 Safety Codes for Cranes, Hoists and Derricks and to the California Code of Regulations, Title 8, General Industry Safety Orders, Cranes and Other Hoisting Equipment.

2. Rated Load capacities, including wind load ratings, and recommended operating speeds, special hazard warnings or instructions shall be conspicuously posted on all equipment. Instructions or warnings shall be visible to the operator. Any crane on site shall not exceed 90% of its rated lifting capacity. Man baskets should be used only as a last resort.

3. The Contractor shall provide a current annual inspection certificate. This includes proof of annual inspection before crane is put into service. Wire rope, its attachments, fittings, sheaves, and safety devices shall be inspected weekly with a copy of the record of the inspection, including a maintenance lubrication check. A Contractor designated Competent Person other than the person who installed, reaved, and attached the wire rope shall make the inspection.

4. Wedge sockets and fittings shall be the proper size to match the wire rope and shall move to wedge and hold the wire rope under load construction. The dead end shall be terminated according to ANSI B30.5 and shall not be attached in any manner to the live side of the load line.

5. All replacement parts shall be as specified by the manufacturer. An anti two-block device or warning device is required on all cranes except pile driving equipment.

6. Multiple piece lifts (Christmas Treeing) will not be permitted on this project.

7. It is required that all Contractor Superintendents have a current copy of:
   - Mobile Crane Operator’s Manual
   - Rigging Manual

   Both manuals are available from: The Construction Safety Association
   74 Victoria Street
   Toronto, Canada M5C2A5, 416-674-2726

ALL CRANES used on the project must meet the following minimum criteria:

- No crane shall be put into use until an annual crane inspection and supplemental repair reports are performed indicating the crane meets minimum safety criteria and is acceptable for use.
- A daily and monthly inspection shall be performed while the cranes are in use on the Project. These daily and monthly forms are to be maintained on file by the Contractor, and made available to the District upon request for review and verification.
- No lift shall be made that exceeds 90 percent of the manufacturer’s rated capacity of the crane, as indicated on the crane’s lift, will be made.
- If the crane manufacturer’s rated lifting chart for the specific crane configuration is not available on the crane; the crane must be immediately taken out of service.
- All crane operators must have been licensed by an approved agency or union and meet the requirements of Chapter 5, ANSI B30.
- Any lift exceeding 75 percent of the cranes rated capacity or multiple lifts shall be considered as critical lift, and a pre-lift meeting shall be held in the field with the crew involved in making the lift. The following minimum items should be reviewed:
   - Calculation of gross weight of load performed
   - Correct crane lifting capacity chart reviewed
   - Full radius of crane movement calculated and confirmed in field with tape measure
   - Footing for crane confirmed to be sound and level
   - Minimum clearances from electric lines
   - Wind speed checked and reviewed
CONFIRMATION LIFT IS IN CONFORMANCE OF APPROVED ERECTION PLAN (IF APPLICABLE)

- When two cranes are working in the same area, a procedure shall be submitted explaining method of coordination to be used between cranes to ensure the possibility of a collision is prevented.
- Mobile cranes are only to be used with outriggers fully extended and tire off the ground unless manufacturer’s recommendations allow otherwise.
- If supporting ground for crane is soft, the lift shall not be made until firm bearing is provided including crane mats if necessary. No lift shall be made if the crane is not on level ground.
- If the full range of motion of the lift is not visible to the operator, signalmen or a radio communicator must be provided.
- For multiple crane lifts, reduce the cranes rated capacity by 25 percent.
- All cranes shall be equipped with anti-two blocking devices except those directly involved in pile driving operations

DEMONLITION

1. It is a requirement that the Project Safety Coordinator monitors and review the safety procedures during demolition processes to ensure the safety of all Contractors. The Contractor Superintendent will be responsible for providing direction and guidance to all of its employees during the demolition operation. It is the sole responsibility of the Contractor or Sub Contractor who conducts these processes to utilize and enforce the following procedures and meet all current federal, state, and/or local relevant to the operation(s). The Contractor shall be responsible for submitting a Job Safety Analysis/Job Hazard Analysis and work procedures plan at a minimum of seven days prior to the start of demolition for each phase.

2. The contractors will be required to wear durable gloves, eye protection, and long sleeved shirts in addition to their standard Personal Protective Equipment when performing selective demolition operations. The contractors are solely responsible for this and any other required personal protective equipment.

3. Prior to beginning demolition operations, an engineering survey will be made by a qualified person designated by the Contractor. This survey shall determine the condition of the framing, floors, and walls, and will also determine the possibility of an unplanned collapse of any part of this structure. Adjacent structures will be checked for structural integrity. Written evidence of the results of this survey is to be given to the District Project Manager. In addition, the contractor shall supply the job safety analysis of the demolition operation.

4. Prior to beginning demolition operations a site survey identifying the locations of asbestos- and lead-containing materials shall be obtained.

5. All electric, gas, water, steam, sewer, and other service lines shall be shut off, capped, or otherwise controlled outside the building line before demolition work is started. The contractor will notify any utility company whose services are affected in advance; and shall only shut off utilities that do not affect the remainder of the campus. Otherwise Contractor shall submit a method of procedure for approval indicating the impacts of the utility shut down and length of time.

6. If electric, gas, water, steam, sewer, or other utilities are necessary during demolition; their lines shall be temporarily relocated and protected.

7. Before demolition begins, the building will be checked to determine whether any hazardous chemicals, gases, explosives, flammable materials, or similarly dangerous substances have been used in pipes, tanks, or other equipment on the property. If found shall be eliminated before demolition is started. Any hazardous glass fragments shall be removed.

8. All floor and wall openings, which pose a fall exposure, shall be protected by guardrails and/or covers.

9. If debris is dropped through holes in the floor without the use of chutes, the area onto which the material is dropped will be completely enclosed with barricades not less than 42 inches high and not less than 6 feet back from the project openings. Signs shall be posted at each level, warning of the hazard of falling materials. Removal of the debris from the lower area shall not
be permitted until debris handling from above has ended.

10. Floor openings not used, as material drops will be covered with material that can withstand the weight of any potential load. The floor opening cover will be secured to prevent it from being incidentally moved.

11. Demolition of exterior wall construction and floor construction will begin at the top of the structure and proceed downward, except for the cutting of holes in floors or walls for chutes and material drops, preparation of storage space, and similar preparatory work. Each story of exterior wall and floor construction will be removed and dropped into the storage space prior to removing exterior walls and floor construction in the story below.

12. Entrances to multi-story structures being demolished shall be completely protected by sidewalk sheds, canopies, or both. Protection shall be provided from the face of the building for a minimum of 8 feet. Canopies shall be at least 2 feet wider (1 foot each side) than the opening or entrance being protected, and will be capable of sustaining a load of 150 pounds per square foot.

Chutes

1. Materials, chutes, or sections at an angle of more than 45 degrees from the horizontal will be entirely enclosed, except for openings equipped with closures at or about floor level where materials are inserted. The openings will not exceed 48 inches in height as measured along the wall of the chute. At all stories below the top floor, openings not being used will be kept closed or covered.

2. Each chute shall have a substantial gate at or near the discharge end. A Contractor designated Competent Person shall control the operation of the gate and the backing and loading of trucks.

3. When operations are not in progress, the area surrounding the discharge end of a chute shall be securely closed off.

4. A guardrail will protect any chute opening into which debris is dumped. Any space between the chute and the openings in the floor through which the chute passes will be covered.

5. Where material is dumped from mechanical equipment or wheelbarrows, a securely attached toe board or bumper not less than 4 inches thick and 6 inches in height will be provided at each chute opening.

Manual Removal of Floors

1. Openings cut in floors will extend the full span of the arch between supports. Before demolishing a floor arch, debris and other material will be removed from the arch and other adjacent floor area. Planks not less than 2 inches by 10 inches in cross section, full size undressed, will be used to stand on while breaking down floor arches between beams. The planks will be placed so that a safe support is provided for the workers if the arch between the beams collapses. The open space between planks shall not exceed 16 inches.

2. Safe walkways meeting Federal OSHA standards, not less than 18 inches wide, formed of planks, not less than 2 inches thick, if wood, and of equivalent strength, if metal, will be provided so that workers can reach any point without walking on exposed beams.

3. Stringers of ample strength will be installed to support the flooring planks and the ends of such stringers will be supported by floor beams or girders, and not by floor arches alone.

4. Planks will be laid together over solid bearings with the ends overlapping at least 1 foot.

5. Demolition of floor arches will not be started until the arches and surrounding floor area for a distance of 20 feet have been cleared of debris and any other unnecessary materials.

Removal of Material with Equipment

Mechanical equipment will not be used on floors or working surfaces unless the floor or surface is strong enough to support the imposed load.
Storage of Materials
No demolition materials are to be stored inside the building.

Removal of Steel Construction
1. Steel construction shall be dismantled column length by column length and tier by tier. If cutting and burning is to be done on steel then the steel shall be checked for lead based paint. If lead is found in the paint that the proper precautions must be taken to prevent worker exposure. Also a fire watch must be maintained for a minimum of 30 minutes after all cutting and burning had been completed.
2. Structural members being dismembered are not to be overstressed.

Demolition using Mechanical Equipment
1. During demolition, continuing inspections by a Contractor assigned Competent Person shall be made as the work progresses so that hazards that could result from weakened or deteriorated floors, or walls, or loosened material are detected. No contractor employee will be allowed to work where such hazards exist until these hazards are corrected by shoring, bracing, or other effective means.

Training
Contractors are responsible for training their employees in all applicable demolition operations and all applicable Federal, State, and Local laws, codes, and standards.

ELECTRICAL
1. Use of electricity on the jobsite poses serious hazards, with employees potentially being exposed to such dangers as electric shock, electrocution, fires and explosions. Recognizing the importance and widespread use of the National Electrical Code (NEC) in promoting electrical safety, OSHA has incorporated those parts of the NEC that relate to employee safety on construction sites directly into its regulations covering this area.
2. The Cal/OSHA Electrical Safety Orders are divided into two parts:
   - Low-Voltage Electrical Safety Orders
   - High-Voltage Electrical Safety Orders

Contractors are required to follow all of the parts of the most current standards.

Ground Fault Circuit Interrupters
1. All 120 volts single-phase 15 and 20-ampere receptacle outlets which are not a part of the permanent wiring of the structure and which are in use by employees shall have approved GFCI’s.
2. A program of testing and documentation of testing for the GFCI system shall be implemented. Upon initial completion or extension of the temporary power system, the installing Contractor shall test each power receptacle for proper polarity and GFCI operation using a simple, commercially available tester. The results of this commissioning shall be documented and copies given to the District Project Manager. Afterward, the same Contractor shall conduct routine documented weekly tests.
3. All projects are to be 100% GFCI compliant. An assured grounding program may be used only in addition to the GFCI Program.

Electric Tools
1. All contractors shall have system in place for routine testing and maintaining of electrical tools, equipment, extension cords, and other equipment in safe working condition. The program shall be in writing.
2. All portable electric tools such as saws, hammers, drills, vibrators and float machines, shall bear the label of a nationally Certified Testing Agency, such as Underwriters Laboratories, CSA, ETL, or the like.
3. Single-phase motors shall have three-wire cable; two for current to motor and one (insulation GREEN) connected from motor casing in a suitable ground. Three-pronged plugs shall be used on extension cords, which carry a third or ground wire.
4. Three-phase current requires fourth wire for grounding. This ground is connected to outlet of temporary wiring system which itself shall be grounded to a water pipe or copper rod driven into the earth.
5. Certain small electric tools may only provide a two-pronged connector as supplied from the factory. These are categorized as “double insulated.” However, double insulated tools shall be identified by the manufacturer’s rating label attached to the tool, not simply because only to prongs are present.
6. All tools shall be maintained in their original condition. This includes damage to the case or housings of a tool, condition of the power cord, etc. One vital item is that the third (grounding) pin on a power plug shall remain in place. If a tool is damaged severely or has the grounding pin removed from its plug, physical removal of the power plug shall be taken by the Contractor.

Electric Equipment

Heavy stationary electric equipment with dead metal parts like housings, boxes and hoist frames shall be grounded.

Extension Cords

1. Only round, heavy duty (type S, ST, SO, STD) is acceptable on this project. Cords shall be maintained in their original designed configuration. Any cord which is damaged or has a grounding pin removed shall be positively removed from service by cutting off the male plug by the Contractor. The Contractor shall remove cords that have been spliced or repaired from project site.
2. There will be no taping of cords in any manner. The gauge of wire of the cord shall be sized for the designated use, but in no case less than 16 gauge. For an overall length over 100 feet, one size larger shall be used. All extension cord shall be plugged into job-site power that has proper over current and ground fault protection.
3. Whenever an extension cord is plugged into an existing building outlet for construction work, a GFCI is required between the extension cord and the tool.
4. All extension cords shall be kept out of walkways and out of wet conditions on the floor. Temporary wiring shall be maintained at least 6’6” above the ground or floor.

Temporary Wiring & Lighting

1. Temporary wiring shall be minimum non-metallic sheathed cable and shall suite the conditions and environment where it is to be installed. No single conductor cable will be permitted. Temporary wiring shall be promptly removed after it is no longer in service.
2. Temporary lighting shall not be put on the same circuit as temporary receptacles. A separate lighting circuit for stairways and exit areas is required.
3. The minimum illumination level shall be 10 in foot-candles for all work areas and 5 in foot-candles for travel areas.
4. The Contractor(s) installing all wiring and lighting shall be responsible for the maintenance of such materials.
Lockout/Tagout

1. Valves, switches, and other mechanical or electrical equipment must be properly locked and tagged out of service to prevent the system from operating while installation, maintenance or repair work is in progress.
2. The Contractor Safety Coordinator, Project Manager, and Superintendent shall survey field operations to determine if workers are required to perform tasks that may expose them to hazards associated with energized equipment.
3. The Contractor Safety Coordinator will establish an energy control and training program that includes written procedures for the control of potentially hazardous energy when employees are engaged in maintenance and/or servicing activities. The Contractor’s procedures must clearly outline the scope, purpose, authorization, rules, and techniques to be used for the control of hazardous energy, and the methods of compliance.
4. The Contractor must ensure that before any of their employees performs any servicing or maintenance on a machine or equipment, the machine or equipment is isolated and rendered inoperative.
5. The Contractor Safety Coordinator will ensure that employee training has been accomplished; written certification will show employee names and dates of training.
6. Lockout/Tagout procedures for all equipment shall be locked out or tagged out to protect against incidental or inadvertent operation when such operation could cause injury to personnel. The Contractor completing the work, which requires lockout/tagout, is solely responsible to notify all affected employees, implement these procedures, along with their own company procedures, and to develop and submit a Method of Procedure prior to the operation commencing.

Working Around Overhead Electrical

It shall be the responsibility of the contractor performing the work to have adjacent overhead electrical lines de-energized, blanketed, or by other means protected from contact by equipment or personnel.

ELECTRIC WELDING

There are a number of hazards connected with electric or arc welding, but they can be safely handled when ordinary precautions are taken.

General Requirements

1. The frame of a portable welding machine operating from an electric power circuit shall be grounded. Switching equipment for shutting down the welding machine shall be provided on or near the welding machine.
2. The electrode holder and connecting cable shall be fully insulated. Light holders shall not be used for heavy work, and welders shall avoid standing on damp or wet surfaces while welding. All equipment shall be checked regularly to make certain that electrical connections and insulation on the holders and cable are in good order. Cables shall be kept dry and free from oil and grease. They shall be arranged in such a manner that they do not lie in water, in oil, in ditches, or on bottoms of tanks. Electrical repairs and maintenance work on welding machines shall be done by a certified electrician. Electric stubs shall be placed in containers provided by the Contractor for this purpose.
3. Where welding or cutting has to be done in the vicinity of combustible material, special precautions shall be taken to make certain that sparks do not reach such material and start a fire. If the work cannot be moved, exposed combustible materials shall be covered with fire retardant material or sheet metal during welding operations. Tanks, drums, and pipelines that have contained flammable liquids shall be cleansed of all solid or liquid flammable material and purged of all flammable gases and vapors before welding operations are started.
1. Wood floors shall be swept clear before welding or cutting operations are started.
2. Portable hand-operated 20# ABC fire extinguishers shall be kept close at all times.
3. Leads shall not be wrapped around any gas cylinders or fuel tanks at any time.
4. Welders shall be taught to keep welding cables in an orderly fashion and away from places where it could cause a stumbling hazard or become damaged. Where possible, it shall be strung overhead high enough to permit free passage of vehicles and persons.
5. The Contractor shall barricade or isolate the area below any welding operation to prevent other trades or the public from being exposed from falling spark or slag. Proper signage shall also be put into use. The Contractor shall provide a fire watch throughout the operation and at least one (1) hour after the operation is completed.

EXCAVATION AND TRENCHING

Scope and Application
This section provides requirements to ensure the safety of all workers who are required to work in and around excavations and to provide guidelines for locating existing underground utilities.

- The Contractor’s appointed Competent Person (Competent Person means one who is capable of identifying existing and predictable hazards in the surroundings, or working conditions which are unsanitary, hazardous, or dangerous to Contractors, and who has the authorization to take prompt corrective measures) in charge of the excavation work ensures that:
  - All preparatory work is conducted as described in this program before any excavation work begins.
  - Excavation and trenching work is performed within the guidelines of this program.
  - Soil Classification is performed before Contractors are allowed in the excavation.
  - A permit must be obtained from the nearest Cal/OSHA district office before Contractors are allowed in the excavation.

Soil Classification
Soil classification means a method of categorizing soils and/or rock into categories.

Type A Soil
Type A soil means cohesive soils with an unconfined compressive strength of 1.5 tons per square foot or greater.

Examples of cohesive soils are clay, silty clay, sandy clay, clay loam, and, in some cases, silty clay loam and sandy clay loam. Cemented soils such as caliche and hardpan are also considered Type A. However, soil cannot be classified as Type A if the soil is fissured, or subject to vibration from heavy traffic, pile driving or similar effects or the soil has been previously disturbed.

Type B Soil
Type B soil means cohesive soils with an unconfined compressive strength greater than 0.5 but less than 1.5 tons per square foot. Examples of Type B soils are: granular cohesion less soils including angular gravel (similar to crushed rock), silt, silt loam, sandy loam and, in some cases, silty clay loam and sandy clay loam. Included also are previously disturbed soils except those which would otherwise be classed as Type C soil and soil that meets the unconfined compressive strength or cementation requirements for Type A, but is fissured or subject to vibration or dry rock that is not stable.
Type C Soil
Type C soil means soil with an unconfined compressive strength of 0.5 tons per square foot or less. Examples of Type C soil are; granular soils including gravel, sand, and loamy sand, or submerged soil or rock and previously disturbed soils.

Unclassified soil shall be sloped 1½:1 (horizontal to vertical) or shored when excavation exceeds 4 feet in depth.

Surface Encumbrances
All surface encumbrances that are located so as to create a hazard to Contractors shall be removed or supported, as necessary, to safeguard workers in the excavation.

Underground Installations
➢ Prior to any type of digging each Contractor is solely responsible to complete the State One Call for underground utility location or provide an underground utility locator service. No work is to proceed without the proper utility company marking out the area(s) of their underground material(s). Any damage to any utility is to be reported immediately to the District Project Manager.
➢ When excavation operations approach the estimated location of underground installations, the exact location of the installations shall be determined by hand digging only.
➢ While the excavation is open, underground installations shall be protected, supported or removed as necessary to safeguard employees.

Requirements
1. The Contractor’s Competent Person responsible for the excavation shall be on site during all operations relating to the open excavation.
2. The Competent Person shall make soil classification. Unclassified soil shall be treated as Type C Soil.
3. For excavation a Registered Professional Engineer hired by the Contractor shall design over 20 feet deep, all shoring, sloping or benching. All designs shall be submitted.
4. All excavated materials and stockpiled materials shall be placed a minimum of 2 feet from the edge of the excavation. Loose soil or rocks shall be removed from the sides of excavation walls.
5. Excavations 4 feet in depth or greater shall have a stairway, ladder, ramp, or other safe means of egress within 25 feet of any employee in the excavation.
6. All excavations shall be inspected by the Contractor’s designated Competent Person before entry, and:
   • At the start of each shift
   • After heavy rains
   • After freezing and/or thawing temperatures occur
   • After any condition that can change the integrity of the soil

1. For all excavations 4 feet in depth or greater where hazardous material may exist, the atmosphere in the excavation shall be tested prior to entry and periodically throughout the operation as determined by the Competent Person.
2. The Competent Person responsible for the crew working in the excavation shall inspect the excavation throughout the work period and stop operations when unsafe conditions exist.
3. The number of workers in the excavation shall be limited to the number needed to perform the work.
4. Water shall not be allowed to accumulate in excavations at any time. Pumps, drains, or other means shall be used to remove water constantly.
5. The Contractor shall evaluate stability of adjacent structures before starting an excavation and monitored daily thereafter.
6. Emergency rescue equipment shall be readily available by the Contractor.
7. No employee shall be permitted underneath loads handled by lifting or excavating equipment.
8. Proper handrails and toe boards shall be erected and maintained at the top of the excavation when required for fall protection.

References:
Cal/OSHA, Construction Safety Orders, Section 1539-1547

EFFECTS OF EXCAVATING AND TRENCHING ON ADJOINING PROPERTY

Scope and Application
Removal of rock or concrete by blasting and pile driving causes vibrations which may be sufficient to damage structures nearby, as may the removal of earth which results in the movement of bracing systems and underpinning, or soil consolidation resulting from lowering of water table, etc.

A review of the sub-surface conditions (determined from on-site borings) and the plans of existing buildings (where available) are necessary to evaluate lateral and vertical integrity. An inspection to evaluate the condition of adjoining/existing shall be completed by the Contractor prior to (and possibly after ceasing) operations.

The following shall influence the degree of inspection:
♦ The distance of the structures from the hazard.
♦ The severity of the hazard.
♦ The general condition of the structures.
♦ Requirements by local laws, contract and/or liability.

There are four methods of inspection:
1. Casual - A visual inspection of the surrounding structures (limited to those portions readily available from the exterior) made by the Contractor Job Superintendent. This type of inspection is primarily to determine if a more in depth survey is needed.
2. Detailed - The appropriate sub-Contractor, HRH, and the neighboring property owner(s) noting the deficiencies informally.
3. Photographic Survey - A commercial photographer or video service shall take photographs or videos of the interior or exterior of the structure and adjoining properties. All photographs or videos shall be dated and made part of the permanent job records.
4. A Complete Engineering Survey - A consultant hired too completely detail the condition of the structures.

• Where job operations such as pile driving and blasting may cause vibrations affecting the nearby structures it is required that vibration measurements be made by the Contractor and submitted to the District. This will enable the job to monitor and set up procedures to keep the energy ratio of the vibrations at a safe level.
• Where settlement of the nearby street, utilities and structures may occur because of excavation and foundation work, the streets, utilities and structures shall be regularly checked for vertical and horizontal movement and a log maintained by the Contractor. Any movement shall be investigated immediately.
• All inspection reports shall be copied to the District.

FALL PROTECTION
1. All Contractors are required to wear safety harnesses when working on swing scaffolds or hydraulic boom lifts when working above the protection system at floor openings, unprotected perimeters, and whenever a fall of more than 6 feet could occur.
2. Lifelines shall be a minimum of ¾” manila or equivalent secured above the point of operation to an
3. Lanyards shall be a minimum of 5/8" nylon or equivalent with a shock absorbing system and a maximum length to provide for a fall of no longer than 6 feet plus deployed shock absorber. The rope shall have a nominal breaking strength of 5,000 pounds.

4. There will be a 6'-0" positive fall protection rule on this project. This means the use of guard rail, safety harness with a personal fall protection device, or safety net whenever ANYONE is working over 6'-0", except as noted below.

5. During scaffold erection and dismantling the designated competent person overseeing the operation shall determine the feasibility of positive fall protection. If it is deemed that positive fall protection is infeasible, the competent person shall put a fall protection plan in writing that meets the Cal/OSHA requirements found in the Construction Safety Orders, Section 1635.1-1667, and submit it to the District.

6. The 6-foot fall policy does not apply to moving up and down ladders. However, when working from ladders, and an individual’s work requires him/her to lean out over the side rails of the ladder, positive fall protection utilization is mandatory.

7. Steel erectors and metal deck installers are also required to utilize 100% positive fall protection at all times.

8. Double lanyards, nets, guardrails, or other means shall be used to maintain the 100% positive six-foot fall protection. The Contractor or Subcontractor is solely responsible for the development, implementation, and enforcement of this policy.

9. The District has a Zero Tolerance for anyone or any company not abiding by this policy and anyone caught not abiding by the policy shall be subject to immediate dismissal from the project. The Contractor shall also be subject to dismissal from the project.

FIRE HAZARDS AND PREVENTION

Scope and Application

In order to reduce to a minimum the possibility of fire damage and associated losses incurred during the construction of the project the following are guidelines and requirements to be followed by all District’s Project Manager employees, Contractors, and Subcontractors involved on the project.

- Control of fire hazards and the reduction of losses from fire depend upon four fundamental principles.
  a. Fire prevention engineering/ jobsite preplanning.
  b. Early detection and extinguishment.
  c. Damage control.
  d. Prevention of personal injuries from fire or panic.

Fundamentals of Fire Safety

1. Preplanning the site is crucial to the protection of lives and property. The basic sequence of actions that must be taken in case of fire is the basis for establishment of the site fire plan. Understanding the actions and why the sequence is important will aid in the plan’s development. The actions are, in order:
   a. Evacuate
   b. Notify the Fire Department
   c. Fight the fire.

2. The priority of this sequence should not be broken; however, this does not mean that more than one item cannot occur at a time.

Evacuation

1. The first action to be taken in case of fire is the protection of lives. The fire protection program must provide for the ability of all workers to exit in case of an emergency. Key considerations
include:

- Stairways and ladders used for egress must be kept free of combustible and flammable materials.
- Stairways and ladders shall not be used for storage of materials.
- Temporary lighting must be installed and maintained in working condition.
- Post and maintain Exit signs.

1. Contractors need to be aware of their surroundings at all times and plan for an evacuation with documented procedures given to their employees.

Types of Fires

The Underwriters Laboratory classifies fires by three general types of extinguishing agents.

Class A Fires - Fires in ordinary materials such as wood, paper, excelsior, rags and rubbish. The quenching and cooling effects of water or solutions containing large percentages of water are of first importance in these fires.

Class B Fires - Fires in such flammable liquids as gasoline, oil and grease require smothering action. Solid streams of water are likely to spread the fire (under certain circumstances water fog nozzles may prove effective).

Class C Fires - Fire in or near electrical equipment must be smothered by using a non-conducting agent such as carbon dioxide or dry chemical compounds.

2. Fire extinguishment is usually accomplished by three methods:
   a. Eliminate oxygen from the air. Replace air with an inert gas. Apply a non-combustible cover or a chemical that will dilute the oxygen below point of combustion.
   b. Remove or shut off the fuel supply. Divert or shut off valves in liquid or gas fuel supply lines and remove the burning fuel.
   c. Reduce the temperature below the ignition point. Cool the burning material with water or chemicals.

3. While the use of one or more than one method generally produces better results, it is important that the most effective method be employed first.

4. Although there are many types of extinguishers, only one type of fire extinguisher is approved for use on District’s Project Manager work: the 20 pound “ABC” all-purpose dry chemical extinguisher for use on wood, paper, textiles, electrical and flammable liquids.

5. The use of carbon tetrachloride extinguishers is prohibited.

6. Manufacturer’s instructions should be followed for each type of extinguisher. Complicated types of extinguishers shall be avoided. Contractor employees shall be taught how to operate each type provided so that prompt action when a fire starts can be assured. Care should be used in selecting extinguishers for each job. Each Contractor is responsible for the training of their personal.

7. Extinguishers shall be stand or wall mounted, visible and easily accessible at all times. They must be distributed so that the distance to an extinguisher from any point on a floor is not more than 75 feet.

Requirements

1. Shanties, tool sheds, etc:
   a. Shall be constructed of fire-restraint materials and heated with approved fire-safe heating devices.
   b. Shall be constructed at least 10 feet from materials, which present extraordinary fire hazards.
   c. Shall be equipped with a minimum of one, 20-pound ABC fire extinguisher each.
   d. Shall have a 55-gallon waste container adjacent to it.
1. Fire Prevention:
   a. All temporary electric shall be in accordance with all current existing codes.
   b. Storage of any material within 10 feet of fire hydrants is strictly prohibited.
   c. Work areas shall be policed by the Contractor on a regular basis to prevent accumulation of material.
   d. No motors or machinery shall be left running during non-working hours except as specifically directed by District’s Project Manager.
   e. All heating equipment shall have necessary safety devices and shall be wired, piped, and operated according to all applicable Codes, Rules and Regulations.
   f. All tarps and blankets shall be of fire retardant material.
   g. All fuel and solvent containers shall be placed on drip pans.
   h. No open burning or fires shall be permitted on site. Anyone doing so is subject to immediate dismissal.
   i. No solid fuel shall be permitted on the site.
   j. All gas cylinders such as propane, oxygen and acetylene shall be stored and tied in a vertical position in areas designated by the Project Safety Officer. All stored cylinders shall be capped. Oxygen will not be stored within 20 feet of any other gas.
   k. All gas cylinders in use shall be tied in the vertical position and capped at the end of the working day.
   l. All oxygen and acetylene in use shall be on proper carts with required separations (5’ fire rated) and with a fire extinguisher readily available.
   m. During welding or cutting operations, a fire extinguisher will be required and shall be the responsibility of the Contractor performing this work.
   n. Each Contractor is responsible for training their employees in the proper use of fire extinguishers.
   o. Roofer’s kettles shall be kept away from finished walls and material storage areas. A minimum of two 20# ABC fire extinguishers is required next to the kettles.
   p. Individuals are not permitted to wear oil or tar soaked clothing.
   q. Spark screens are required on hoist engines and salamanders.

In the Event of a Fire

1. Appropriate action is the key to the prevention of loss of life and property damage. This action in the first minute is worth tons of water 10 minutes later.
   a. If a fire occurs, notify District’s Project Manager management immediately after evacuating personnel. If it is a fire, which cannot be extinguished immediately, notify the Fire Department by dialing 9 – 1 – 1.
   b. Extinguish the fire with non-combustibles such as sand or an available fire extinguisher, only if you are not putting yourself or others in harm’s way.
   c. Remove or shut off fuel supply such as removing debris or stored material or shutting off propane.
   d. Each Contractor is to clear the way for the Fire Department and assist in any way directed.

2. All Contractors are solely responsible for their employees’ compliance to all federal, state, provincial, or local laws, standards, and/or codes.
GASOLINE POWER

SCOPE AND APPLICATION

Most construction sites have gasoline equipment and thus introduce the hazard of potential fire and dangerous fumes. All welding equipment, generators, equipment that must be used inside the confines of an enclosed building shall have alternative means of energy production, i.e. propane or electrical powered. All Contractors on this project shall abide by the following procedures and requirements.

FIRE

OSHA and fire departments have regulations regarding quantity and methods of handling gasoline. The following rules will minimize the danger from fire:

a. Review OSHA and local fire department requirements and comply with these standards.
b. Storage of gasoline containers must comply with OSHA regulations, and fuel transfer operations must be conducted outside of the building.
c. When drums are used for storage, use drum pumps, which are designed specifically for flammable liquids. Use safety bungs for the vent opening. These are equipped with perforated cylindrical screens that act as fire baffles. The use of a gravity feed or bottom draw drum is prohibited.
d. Use only approved metal safety cans for filling engine tanks. (Automatic safety latch closer and with flash arrestors) (No plastic cans)
e. Shut down engine when refueling.
f. Have a 20-pound ABC dry chemical type extinguisher available wherever flammable liquids are handled.
g. No smoking near gasoline.
h. All drums shall be properly labeled as per Cal/OSHA, General Industry Safety Orders, section 1594, Hazard Communication.

FUMES

1. Gas engines exhaust carbon dioxide and carbon monoxide. Dioxide is heavier than air; monoxide slightly lighter. A mixture of the gases usually is heavier than air although heat may cause it to rise. Both are without color, taste or smell. Light concentrations cause headache and nausea. Death is swift in heavy concentrations. A few minutes may be too long. Don’t discount this hazard. If anyone exhibits symptoms, do not attempt rescue without proper personal protection equipment (See Confined Spaces)
2. Do not run gas engines in pits, manholes or confined spaces without positive ventilation. Always pipe gas engine exhausts to outside air when engine is located in enclosed space. Start blower before engine. If engine stops, be sure space is well blown out before sending anyone in to restart. If in doubt, check for gas with CO Tester.
3. Danger spots are deep excavations, pits, manholes, hoist engineers’ shanties, pipe or crawl spaces under basement floors, and where gas heaters are used.

HAND AND POWER TOOLS

SCOPE AND APPLICATION

1. The Contractor is responsible for the safe condition and maintenance of all tools and equipment to be used by all contractor employees. When necessary, contractor superintendents shall be able to explain:

- Each step of a job or task
- What is to be done and why
- What hazards are involved
- How to perform the job safely
PROJECT SAFETY PROGRAM

- Capacities and limitations of equipment

1. The Contractor Superintendent shall ensure that their employees know how to safely use tools they are required to work with.

PROCEDURES

- Know the application, limitation, and potential hazards of the tool used.
- Select the proper tool for the job.
- Remove adjusting keys and wrenches before turning on tools.
- Do not use tools with frayed cords or loose or broken switches.
- Keep guards in place and in working order.
- Have ground prongs in place or use tools marked “double-insulated.”
- Maintain working areas free of clutter.
- Keep alert to potential hazards in the working environment such as damp locations or the presence of highly combustible materials.
- Dress properly to prevent loose clothing from getting caught in moving parts.
- Use safety glasses, dust, or facemasks, or other protective clothing and equipment when necessary.
- Do not surprise or distract anyone using a power tools.
- Hammers with broken or cracked handles, chisels and punches with mushroomed heads, wrenches with sprung jaws, or bent or broken wrenches should not be used.
- Most hand-held electrical tools must be equipped with a “dead-man” or “quick-release” control so that power is shut off automatically whenever the operator releases the control.
- Portable circular saws must be equipped with guards above and below the base plate or shoe. The lower guard must retract when the blade is in use and automatically return to the guarding position when the tool is withdrawn from the work.
- All hand-held portable electrical equipment must have its frame grounded or be double insulated and identified as such tool.
- All magazine fed or powder actuated tools shall reference the section entitled “Powder Actuated Fastening Tools”.

Training Requirements
The Contractors shall provide training or retraining on safe tool usage and maintenance to employees.

HEARING CONSERVATION POLICY

Scope and Application
1. The District recognizes that workers are sometimes exposed to excessive noise levels on the job. Excessive noise can, and often does, cause permanent hearing loss if engineering controls or personal protective equipment is not used.
2. Limiting exposure to excessive noise through engineering controls is the preferred method of control. (Engineering controls may be as simple as removing a generator from the work area and using a longer power cord.) Where engineering controls are not feasible, supervisors shall provide and ensure that their employees wear hearing protection. When hearing protection is necessary, the use of protective equipment is required.
3. The objective of this policy is to prevent the unnecessary loss of hearing due to excessive noise levels.
4. Supervisors will be aware of and will notify their Contractors who may be exposed to sound levels equivalent to an average of 85 decibels (dB) over an eight-hour period that hearing protection is available and shall be utilized. As a rule of thumb, 85 dB may be defined as any level at which one
has to shout in order to communicate at a distance of three feet. Contractors exposed to noise levels of 90 decibels or more shall be provided with and required to wear hearing protection, such as earmuffs or ear inserts. Contractors are solely responsible for any required noise testing for their employee(s) in their work areas.

5. When protective equipment is necessary; employees shall be given the opportunity to select their hearing protection from two different types of hearing protection. Usually these will be earplugs or earmuffs or a combination of the two. Contractor employees who are issued hearing protective equipment shall receive training, which includes informing employees of the effects of noise on hearing and the purpose, use and care of hearing protection. This training is the responsibility of the Contractor.

6. Warning signs stating “High Noise Area – Hearing Protection required” will be posted by the Contractor on the periphery of all work areas where Contractor employees may be exposed to excessive noise levels.

Reference: Specific Permissible Noise Exposures are listed in Cal/OSHA, General Industry Safety Orders, Section 5096, Exposure Limits for Noise

HOUSEKEEPING

Scope and Application

1. During the course of construction, alteration, or repairs, form and scrap lumber with protruding nails and other debris, shall be kept cleared from work areas, passageways, and stairs in and around buildings or other structures by the Contractor completing the work on a continuous daily basis.

2. Combustible scrap and debris shall be removed at regular intervals during the course of construction. Safe means shall be provided to facilitate such removal.

3. Containers shall be provided for the collection and separation of waste, trash, oily and used rags, and other refuse. Any dumpster in use shall use an “open door” policy or have a proper step platform built up to its side. Containers used for garbage and other oily, flammable, or hazardous wastes, such as caustics, acids, or harmful dusts shall be equipped with covers. Garbage and other waste shall be disposed of daily.

4. The storage of material shall not create hazards. Bags, bundles, and other containers or materials must stacked, blocked, interlocked, and limited in height so that they do not slide or collapse. Contractor storage areas must be kept free from the accumulation of materials that may cause tripping, fire, explosion, or harboring of rats and other pests.

5. Contractors are solely responsible for the cleanup of their immediate work areas on a daily basis. Contractors are required to participate in a general cleanup effort on a weekly basis. If a contractor fails to complete housekeeping tasks, District management will assign those duties to another contractor and back charge the failing contractor for all expenses incurred.

6. This site will be kept clean at all times!!

LADDERS

Scope and Application

1. Ladders shall be inspected periodically by a Contractor's Competent Person. The use of ladders with broken or missing rungs or steps, broken or split rails, or other faulty or defective construction is prohibited. When ladders with such defects are discovered, they shall immediately be withdrawn from service and tagged to prevent use, or destroyed.

2. Portable ladders shall be used at such a pitch that the horizontal distance from the top support to the foot of the ladder is about one-quarter of the working length of the ladder (the length along the ladder between the foot and the top support). Ladders shall not be used in a horizontal position as
platforms, runways or scaffolds.

3. The side rails shall extend to less than 36 inches above the landing. When this is not practical, grab rails, which provide a secure grip for an employee moving to or from the point of access, shall be installed.

4. Ladders shall not be placed in passageways, doorways, driveways, or any location where they may be displaced by activities being conducted on any other work, unless protected by barricades or guards.

5. When ascending or descending a ladder, the user shall face the ladder using at least one hand to grasp the ladder. An employee shall not carry an object that could cause the employee to lose balance and fall.

6. Portable ladder feet shall be placed on a substantial base, and the area around the top and bottom of the ladder shall be kept clear.

7. Portable ladders in use shall be tied, blocked, or otherwise secured to prevent their being displaced.

8. When working from ladders, special consideration for fall protection equipment shall be taken when working near the building perimeter or open shafts. Refer to the project fall protection policy included in this program.

9. Each Contractor employee shall be trained by their Competent Person to recognize the hazards relating to ladders.

Step Ladders
Stepladders shall only be used in an open (fully extended) position. The top and top step of a stepladder shall not be used as a step.

Metal Portable Ladders
Portable metal ladders are not permitted on this project. The only exception to this policy is metal ladders designed and used specifically for attachment to scaffolds or skeleton steel during steel erection.

Job-Made Ladders
1. Determine the height the ladder is to reach and add 36 to 42 inches to allow side rails to extend adequately above the top landing to provide a hand hold. Set rails on level, even and solid footing at locations where there will be no danger of being struck by passing vehicles or equipment. When placed in passageways or other thoroughfares, ladders shall be protected by barricades around their base.

2. The maximum length of single-cleat ladders shall not exceed 24 feet between supports (base and top landing). If ladders are to connect different landings, or if the length required exceeds the recommended maximum length, use 2 or more separate ladders staggered with a protected platform between each ladder. The maximum length of double-cleat ladders shall not exceed 24 feet. If ladders are to be used by masons or hod carriers, the length shall not exceed 20 feet.

3. All job-made ladders, landings and lashings shall be inspected at least every week by the creating Contractor and any defects shall be corrected immediately.

Reference: ANSI A14.4 – 1979 – Safety Requirements for Job Made Ladders
Cal/OSHA, Construction Safety Orders, Sections 1675-1678, Ladders (All Types)

MATERIAL AND PERSONNEL HOISTS

Scope and Application
1. All hoists shall comply with the manufacturers’ specifications and limitations applicable to their operation. Where manufacturers’ specifications are not applicable, the limitations assigned to the equipment shall be based on the determination of the using Contractor’s professional engineer.
competent in the field. Rated load capacities, recommended operating speeds, and special hazard warnings or instructions shall be posted on cars and platforms.

2. Following assembly or erection of hoists, and before being put into service, an inspection and test of all functions and safety devices shall be made by the Contractor. A similar inspection and test is required following any major alterations. All hoists shall be inspected at a minimum at 3-month intervals by the Contractor. Records shall be maintained at the site by the Contractor.

3. When hoist platform/cage is on upper level, first floor level shall be guarded to prevent entry of personnel or storage of material.

4. Material hoists shall conform to the regulations of ANSI A10.5 and Cal/OSHA, Construction Safety Orders, sections 1605.1 to 1605.21 and personnel hoists to ANSI A10.4 and Cal/OSHA, Construction Safety Orders, section 1604.1, 1604.30.

MATERIAL HANDLING AND STORAGE

Scope and Application

1. All materials shall be handled and stored with the utmost care. Contractors and Subcontractors shall ensure that their employees are properly trained in proper moving, lifting, grabbing, hoisting, team lifting, and any accessories for handling materials. No employees are to be exposed to material handling that may injury themselves or others in their area. All temporary storage of materials shall be secure, neat, orderly, and out of walkways. Materials shall not be haphazardly piled or strewn about in any work area.

2. The Contractor is solely responsible for any materials brought on to the site.

3. Any equipment utilized in the movement and storage of materials shall be in good condition and shall meet the manufacturer’s specifications, and all applicable federal, state, and local standards and codes. All personnel utilizing such equipment shall be properly trained as to the operation of such equipment. The Contractor is solely responsible for such training and re-training if required.

OXY-ACETYLENE BURNING AND WELDING

Scope and Application

1. The task of cutting metal with an acetylene flame shall be assigned only to experienced Contractor employees. Goggles meeting a minimum requirement of 7, 8, or 9 tinted shade shall be worn at all times while cutting. Proper gloves shall be worn. Outer clothing shall be free from oil or grease and of fire-resistant material. Sleeves and pockets shall be kept buttoned. High top shoes and fire-resistant leggings or high boots shall be worn.

2. Where welding or cutting is required as described above, a “HOT WORK PERMIT” shall be required the Fire Safety Coordinator, or Project Superintendent, shall issue this permit.

1. Contractors shall provide some means of catching sparks and slag when cutting or welding. Portable, hand-operated 20# ABC fire extinguishers shall be kept close at hand at all times. Contractors shall also provide a one-hour fire watch prior to, during, and after all burning or welding operations.

2. Acetylene shall never be used at a pressure of more than 15 pounds per square inch, as it is likely to explode above this pressure. All torched used shall be of the type with built in anti-reverse flow valves.

Handling Storage of Cylinders of Oxygen

1. Compressed oxygen plus oil is explosive. No oil or grease of any kind may come in contact with valve, regulator or any other portion of the cylinder or apparatus.

2. When shipping empty oxygen cylinders to distributors, lower portion of the green tag attached to
cylinder shall be removed at the perforated line. Any green sticker label found pasted to the cylinder shall be removed. Bill of lading shall specify that the cylinders are empty and serial numbers of the cylinders shall be noted thereon.

3. Cylinders of oxygen except those in actual use or required for the day's supply, shall be stored in a place where unauthorized persons will not tamper with them. Oxygen cylinders shall be stored in a vertical position with caps in place.

4. Cylinders of oxygen shall never be stored in the same room used for the storage of calcium carbide, cylinders of dissolved acetylene or other fuel gases, or with acetylene generators. The stored oxygen cylinders shall be at least 20 feet from acetylene cylinders or separated by at least a one-half hour, 5-foot high barrier.

5. Open flames of any description shall not be employed in any building used for the storage of oxygen cylinders.

6. If cylinders are stored on the ground or open platforms, such locations shall not be adjacent to points where there is a large amount of combustible material.

Acetylene

1. When cylinders of acetylene are not in use, outlet valves shall be kept tightly closed and valve caps replaced, even though cylinders may be considered empty.

2. Cylinders shall be stored in a safe, dry, well-ventilated place where they will not be unduly exposed to the heat of the stoves, radiators, furnaces or the direct rays of the sun.

3. Cylinders of dissolved acetylene shall always be stored standing upright with valve end up and capped.

4. When shipping empty acetylene cylinders and other fuel gas cylinders to manufacturers, lower portion of red shipping tag attached to cylinders shall be removed at the perforated line. Any red sticker label found pasted to a cylinder wall also shall be removed. Bill of lading shall specify that the cylinders are empty, enumerating the type and individual numbers of such cylinders.

5. Under no circumstances shall an attempt be made to transfer acetylene from one cylinder to another or to compress acetylene into a cylinder.

General

1. When transporting, moving and storing compressed gas cylinders valve protection caps shall be in place and secured.

2. When oxygen and acetylene cylinders are hoisted, they shall be secured on a cradle, sling board or pallet. They shall not be hoisted or transported by means of magnets or choker slings. They shall not be used as a weight for crane cables.

3. Cylinders shall be secured in an upright position at all times. Oxygen and acetylene cylinders not in use shall be separated by 20’ or a ½-hour fire rated wall. Gauges shall be removed at the end of each work shift and properly stored.

4. Cylinders shall be handled carefully, never shall be dropped, and shall be placed so they will not fall or be struck by other objects.

5. Partially used cylinders shall be closed at the valves.

6. When exhausted, cylinders shall be returned as rapidly as practicable to the storage building or place, and from there to the manufacturer. Empty cylinders shall be marked “Empty” and stored apart from full cylinders to prevent confusion. Valves shall be closed and valve protection caps replaced.

7. Carts shall have fire extinguishers attached.

8. Fuel and oxygen hoses, including couplings, shall be inspected frequently to insure they are not frayed or otherwise damaged.

9. Storage of compressed gas hoses shall only be in a ventilated gang-box.
POWDER ACTUATED FASTENING TOOLS

Scope and Application
1. Generally, two types of Powder Actuated Fastening Tools are available for use on our work. They are high velocity and low velocity types. Fasteners driven by both types have approximately equal holding power. The greatest number of serious injuries and fatalities has been from misuse of high velocity tools.
2. Therefore, to reduce the possibility of injuries, only LOW VELOCITY POWDER ACTUATED FASTENING TOOLS shall be used on this project. The stud, pin, or fastener of these tools shall be caused to have a velocity not to exceed 300 feet per second when measured 6-1/2 feet from the muzzle by accepted ballistic test methods.
3. Contractor Superintendents shall enforce compliance with Federal OSHA regulations governing the use of the tools along with the contents of this bulletin.
4. The use of Powder Actuated Fastening Tools shall be governed by the following rules:
5. Tools shall meet requirements of the latest edition of ANSI A10.3.
6. Only Contractor employees qualified by instructions of the manufacturer’s qualified representative and/or licensed by the state or local authorities shall be assigned to use a Powder Actuated Fastening Tool. All qualified employees shall carry proof of training by way of a training identification card at all times.
7. Only cartridges and fasteners supplied by the manufacturer of the tool shall be used.
8. Powder Actuated Fastening Tools shall be handled with the same care as firearms. Horseplay by any Contractor employee (i.e. pointing an armed or unarmored tool at anything other than the work, target practice, making safety devices inoperative, or other unsafe acts, etc.) will be grounds for immediate and permanent removal from the job site.
9. All safety devices incorporated in the tool by the manufacturer shall be used at all times. A sign, minimum 8” x 10” with 1” letters, stating “Powder Actuated Tool in Use” or equivalent shall be posted by the Contractor in area of use. (ANSI A10.3)
10. Powder Actuated Fastening Tools approved for use on this project:
11. Piston Tool - A Low Velocity type utilizing a piston activated by the power of a blank cartridge furnished by the Tool Manufacturer to drive a stud, pin, or fastener into a work surface.
12. Powder Assisted Hammer Drive Tool - A Low Velocity type utilizing a captive piston activated by a blow from a 4 lb. hammer supplemented by the power of a blank cartridge furnished by the Tool Manufacturer to drive a stud, pin, or fastener into a work surface.
13. All used and unspent cartridges shall properly be disposed of per manufacturers recommendations.

PROTECTIVE EQUIPMENT FOR PERSONNEL

Scope and Application
Contractors are exposed to flying material chips, falling objects, heat, light and other hazards requiring special personal protective equipment. Each individual Contractor is responsible for issuing the proper personal protective devices to their Contractors. Federal, State and local safety rules shall be checked regarding the use of such equipment. Where available, use equipment approved by the National Institute of Safety and Health. Used personal protective equipment shall never be given to an employee without having been cleaned and sterilized.

Head Protection
(ANSI Z89.1) All job Contractors and visitors shall wear hardhats while on the job site as a condition of employment or visitation. Impact resistant hard hats provide protection only when the inside web suspension is intact and is adjusted to correct head size with proper crown clearance. All hardhats shall be worn with the brim forward. No “soft top” welding shall be permitted.
Eye Protection

1. (ANSI Z87.1) Eye protection with side shields and/or one-piece goggles are required to be worn by all job Contractors and visitors while on the job site as a condition of employment or visitation.

2. All Contractors involved in pumping or pouring of concrete shall provide their employees at the point of discharge with a wire mesh face screen along with the required use of safety glasses to prevent caustic burns to the face.

3. Cup type chipper goggles shall be used by workers in heavy breaking or drilling.

4. Face shields shall be worn for protection from flying particles produced from light drilling, breaking, chipping and from power saws, and are particularly effective for Contractors who wear corrective glasses. Adapters for use with hard hats or caps are required. Shaded spectacle glasses or shaded face shields shall be worn by Contractors engaged in oxy-acetylene burning and welding by Contractors engaged as electric welders’ helpers. Shade 7, 8, 9 or darker is required.

5. All Contractors engaged in electric or arc welding shall use welding masks and hoods. Contractors shall consult suppliers for the exact shade to match the amperage tube used.

Respiratory Protection

Contractors exposed to dust, fumes, and/or gases shall be provided with proper respiratory protection designed to protect against the particular substance encountered. The Contractor is solely responsible for the proper testing and training per Federal OSHA standards, and to provide the appropriate equipment.

Refer to “Respiratory Procedures in the Environmental Section”.

Hand Protection

Various types of gloves are made to protect hands against particular hazards, i.e., rubber gloves to handle alkalis and other chemicals, leather gloves to handle rough items as reinforcing steel, lumber, masonry, etc., and special leather gloves to protect against welding heat sparks and slag. Their use is required as appropriate.

All employees working with metal studs, sheet metal, metal decking, ceiling grid, and clean-up or housekeeping activities, will be required to wear cut resistant gloves.

Foot Protection

1. Contractors shall wear foot guards when working with soil tampers or where falling objects could be dropped on one’s shoes. Thin sheet steel insoles are available to protect against nail punctures during stripping operations.

2. All personnel will wear sturdy work boots with durable sidewalls, toes, and soles. Soft shoes or sneakers are not permitted. Visitors shall wear appropriate sturdy shoes or be kept out of the construction area.

Body Protection

1. All personnel shall wear shirts and long trousers to protect against the elements and work site hazards. No sleeveless shirts, tank tops, mesh shirts, short, or sweat pants will be permitted. Sleeves shall extend a minimum of 4” from the top of the shoulder.

2. Special clothing is required when working in very hot, cold or wet work places, or when working with some chemicals, such as alkalis. Contractors are responsible to provide their employees with the proper clothing in these situations.

Special Protective Equipment

Construction Contractors working in certain operations (chemical work, etc.) shall be provided and wear the specialized protection equipment designed for that particular operation. (Wood-soled shoes, non-sparking tools, chemical goggles, etc.) The MSDS shall be consulted regarding protective
PROTECTION OF OPENINGS AND OPEN SIDED FLOORS AND DECKS

Scope and Application
1. Falls of workers from, and workers struck by materials falling from floors and decks of structures during construction are not frequent but are usually severe. The object of this Policy is to present the common methods of worker protection in these two loss areas.
2. Frequently, railings and covers shall be moved in order for material to be hoisted or to perform other work and then replaced. In either case, procedures and designs to facilitate swift and safe removal and replacement shall be developed during pre-job or pre-operational planning and strict enforcement of those procedures required. 100% positive fall protection is required and must be maintained during the installation and removal of these devices.
3. The use of metal banding or chains (except when furnished by the manufacturer of the equipment) is prohibited as perimeter or other fall protection.

Floor and Roof Openings
Floor and roof openings shall be protected by a standard railing or cover. All “skylights” shall be protected in the same manner.

Floor and Roof Opening Covers
1. Covers shall support without failure at least twice the weight of the Contractors, equipment, and materials that may be imposed on the cover at any one time.
2. All covers shall be secured so as to prevent displacement.
3. All covers shall be color coded or marked with the words “hole” or “cover”.

Standard Railing
1. Railings shall be constructed of wood, as follows, or in an equally substantial manner from other materials, and shall consist of a top rail not less than 42 inches or more than 45 inches in height measured from the upper surface of the top rail to the floor, platform, runway or ramp level and a mid-rail.
2. The mid-rail shall be halfway between the top rail and the floor, platform, runway or ramp. “Selected lumber” (see definitions), free from damage that affects its strength, shall be used for railings constructed of wood.
3. A standard toe board shall be 4 inches (nominal) minimum in vertical height from its top edge to the level of the floor, platform, runway, or ramp. It shall be securely fastened in place and have not more than ¼-inch clearance above floor level. It shall be securely fastened in place and have not more than ¼-inch clearance above floor level. It may be made of any substantial material, either solid, or with openings not over one inch in greatest dimension. Toe boards shall be provided on all open sides and ends of railed scaffolds at locations where persons are required to work or pass under the scaffold and at all interior floor, roof, and shaft openings.
4. All guardrails, including their connections and anchorage, shall be capable of withstanding a load of 13 pounds per linear foot applied either horizontally or vertically downward at the top rail.
5. Toe boards shall be capable of withstanding, without failure, a force of at least 50 pounds applied in any downward or outward direction at any point along the toe board.
6. For wood railings, the posts shall be at least 2” x 4” stock spaced not more than 8 feet apart. The top rail shall be of 2” x 4” stock, and the intermediate rail shall be at least a one by six-inch board. No double-headed nails are to be used in the construction of these railings.
7. When wire rope is used for guardrails, the cables shall be 3/8-inch minimum diameter wire rope of 13,500 pounds minimum breaking strength.
8. Posts shall not be more than 6 feet on center. For cable safety railings, cables shall be looped and triple clamped at the connecting points. Single cables running past each other with one clamp are
not acceptable.

9. AT NO TIME WILL ANY GUARDRAIL BE USED AS A HORIZONTAL ANCHORAGE FOR PERSONAL FALL ARREST EQUIPMENT UNLESS SPECIFICALLY DESIGNED AND MAINTAINED FOR THIS PURPOSE.

REBAR PROTECTION

Scope and Application

1. During the construction of reinforced concrete buildings, Contractors erect forms or perform other duties over exposed vertical or upturned reinforcing bars, bolts, or other protrusions (i.e., conduits/pipes). Serious injuries and deaths have resulted from falls on these protrusions. Also, floor slab reinforcing that extends beyond a section of slab in place can be an Incident hazard.

2. Contractors are not permitted to work above vertical protruding reinforcing steel unless it has been protected to eliminate the hazard of impalement.

3. Several approved methods to protect against this hazard are:
   a. Empty steel drums placed over the dowels until the column reinforcing is placed. The drums are then moved forward as the work progresses.
   b. Shallow boxes made from scrap lumber used in the same manner as No. 1 above.
   c. Plank covers for rows of bond bars.
   d. 4” x 4” x 4” wood blocks drilled to bar size and used as No. 4 above.
   e. Troughs or continuous 2”x4” wood rail secured to avoid displacement.
   f. Cal/OSHA approved, steel-lined, flat-head rebar caps.

Wire mesh or reinforcing bars extending beyond a section of slab in place shall be bent down and secured to eliminate a tripping hazard. Otherwise, Contractors shall be prohibited from walking over the area.

SAFETY SIGNS AND BANNERS

Scope and Application

1. Warning, Danger, No Trespassing and other signs, correctly posted, help to protect the public and Contractor employees from Incidents and incidents.

2. Proper signs shall be posted and maintained in good condition wherever hazardous conditions exist by the Contractor. A sufficient supply of the necessary signs shall be kept on hand for replacement and to cover new hazards as they develop. Additional posting requirements to be completed by the Contractors are found in the Federal Occupational Safety and Health Act, Construction Standards. Such requirements include but are not limited to posting for lasers, powdered actuated tools, and overhead hazards. (Reference: OSHA 1926.200).

SCAFFOLDING

Scope and Application

1. The following rules are required during the erection and use of scaffolds by all Contractors:

2. All scaffolds are to be built under the supervision of a Competent Person.

3. All rolling scaffolds shall have the wheels locked while the scaffold is in use.

4. Tubular welded rolling scaffolds require a horizontal/diagonal brace.

5. All rolling scaffolds shall be fully planked while in use and guardrails with toe boards in place when the scaffold reaches a height of 6 feet.

6. Baker style scaffolds shall have proper guard rails with toe boards when next to shaft openings and/or windows at all times regardless of the scaffold platform height from the floor.
7. Properly secured ladder access shall be provided for all scaffolds.
8. Cross bracing does not take the place of a guardrail.
9. End rails shall be part of the guardrail system on all scaffolds.
10. Scaffolds shall be secured to the structure when the scaffold height is four times the minimum base dimension and every 26 feet thereafter.
11. Independent lifelines for each worker on a swing scaffold are required. They shall be secured to a firm anchorage point separate from the scaffold anchorage.
12. Scaffolds higher than four times its least base dimension shall be tied off to a structure or use outriggers.
13. Scaffolds shall be constructed on a firm, stable base. If scaffolds shall be constructed on soft ground, proper mudsills shall be used.
14. Never erect a scaffold without a base using screw jacks and sole plate. Never put an open pipe end directly on concrete, a wood support, asphalt paving or soil, as it may shift during use.
15. Fall protection shall be provided at all heights above 6 foot regardless of the type of scaffold.
16. Whomever removes a guardrail is responsible to replace it, if they do not they are subject to removal from the project.
17. Toe boards are to be installed on all four sides of work levels above 6 foot.

For more information on scaffolds refer to Cal/OSHA, Construction Safety Orders, Sections 1635.1-1655, Scaffolds-General Requirements.

Scaffold Planking
1. All planking shall be 2” (nominal) selected for scaffold plank use as recognized by grading rules approved by American Lumber Standards for the species of wood used. The maximum permissible spans for 2” x 10” (nominal) or 2” x 9” (rough) planks are as follows:

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<th>PERMISSIBLE SPAN</th>
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<tbody>
<tr>
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<td>feet</td>
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<tr>
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<td>10</td>
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<td>50</td>
<td>8</td>
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2. The maximum permissible span for 1-1/4” x 9” or wider plank of full thickness is 4’ with medium loading of 50 lbs. per sq. ft.
3. Platform planks shall be laid with no openings more than 1” between adjacent planks or scaffold members.
4. All planks or platforms in a continuous run shall be overlapped (minimum 12”) or secured from movement.
5. Wood scaffold planks, unless cleated or otherwise restrained at both ends, shall extend over their end supports not less than 6” or more than 12”.
6. The use of commercially available aluminum and wood walk boards with positive locking devices are recommended.


SPRAY ON FIREFPROOFING

Scope and Application
1. Spray-on Fireproofing Operations can create a number of safety, health, and environmental hazards if not carefully managed.
2. The hazards from over spray and fall-out of spray-on fireproofing may be further aggravated by
The following shall be required to keep potential hazards to a minimum:

a. Contractors who spray and mix fireproofing material shall wear NIOSH approved respirators for toxic dusts.
b. Other trades shall be kept out of the areas being sprayed.
c. Floors shall be cleaned of spray fall-out as it accumulates and this placed in bags or in closed containers by the Contractor.

1. When fireproofing is completed in an area or on a floor, the material shall be completely removed from the floor before the over spray protection is removed.
2. All fireproofing material that has collected on or in the over spray protection shall be completely removed as the protection is removed. No material shall be allowed to fall outside of the building or left on the floor.
3. Dust created by dumping dried bagged material into the mixer shall be controlled.
4. Empty bags shall be neatly stacked and tied. No dried material shall be allowed to contaminate the area.
5. To contain over spray, exteriors shall be enclosed. To avoid disturbing fireproofing on exterior columns and spandrel beams, considerable care shall be taken when removing protection. It is recommended that plastic tarpaulins be used, as the spray fireproofing will not stick to this material.
6. Special care shall be taken to minimize over spray from the cementitious spray-on fireproofing on floors and platforms to avoid causing exceedingly slippery conditions. The Contractor is solely responsible to keep the spray on fireproofing work area cleaned up on a continuous daily basis.

TRAFFIC CONTROL

Scope and Application

1. When operations are such that signs, signals, and barricades do not provide the necessary protection on or adjacent to a highway or street, flagmen, or other appropriate traffic controls shall be provided by the Contractor completing the operation.
3. Hand signaling by flagmen shall be by use of red flags at least 18 inches square or sign paddles, and in periods of darkness, red lights. Flagmen shall be provided with and shall wear a red or orange warning garment while flagging. Warning garments worn at night shall be reflective material.
4. All Contractors receiving materials are solely responsible for the traffic control during the unloading processes and shall provide the necessary personnel to complete such tasks. All efforts shall be made to ensure trucks with materials are unloaded on site.

UTILITIES

Scope and Application

1. Prior to any type of digging each Contractor is solely responsible to complete the State One Call for underground utility location. No work is to proceed without the proper utility company marking out the area(s) of their underground material(s). Any damage to any utility is to be reported immediately to the District’s Project Manager.
2. After the One Call has been completed, the utility company shall mark out the location(s) of their underground material(s). When excavation operations approach the location of the marked underground installation, the exact location of the installations shall be determined hand digging within three feet of the anticipated location of the utility.
3. While the excavation is open, underground installations shall be protected, supported or removed as necessary to safeguard employees.
4. Any damage to any utility is to be reported immediately to the District’s Project Manager, and is the sole responsibility of the damaging Contractor.

SECTION C: ENVIRONMENTAL ISSUES

ASBESTOS

Scope and Application

Asbestos is a widely used, mineral-based material that is resistant to heat and corrosive chemicals. Typically, asbestos appears as a whitish, fibrous material, which may release fibers that range in texture from coarse to silky; however, airborne fibers that can cause health damage may be too small to see with the naked eye.

The Contractors are not required to perform any work involving asbestos or asbestos-like materials unless specifically stated in a contract. However, if contractors suspect the presence of such materials at any work site, they shall immediately inform their supervisor. If a Contractor is required to work in and/or around asbestos, that Contractor is solely responsible to meet all applicable Federal OSHA standards regarding asbestos.

General Requirements:
1. Contractors shall not touch, remove, demolish, or in any other manner disturb materials that are suspected to contain asbestos.
2. Contractor’s superintendents will immediately stop work in the affected area and will inform the District’s Project Manager if asbestos is suspected to be present at a location.

BLOODBORNE PATHOGENS

Scope and Application

Bloodborne Pathogens are disease-causing organisms transmitted through contact with infected blood and other bodily fluids. Diseases such as the Human Immunodeficiency Virus (HIV) and Hepatitis B are among the most common forms of bloodborne pathogens. Any exposure to an infected individual’s body fluids may result in transmission of bloodborne pathogens, which could lead to disease or death.

Requirements
1. When dealing with blood or other bodily fluids, Contractor employees are required to follow Universal Precautions. According to the concept of Universal Precautions, all human blood and other human body fluids are treated as if known to be infectious for HIV, Hepatitis B, and other bloodborne pathogens.
2. All Contractors are required to make available to their employees rubber gloves rated at 5 microns or less and resuscitation masks.
3. All Contractors certified first aid providers are required to wear disposable latex gloves and eye protection while performing first aid on an injured individual. If rescue breathing or CPR is performed, a resuscitation mask shall be provided by the Contractor for the protection of the injured and the provider.
4. All blood spills shall be immediately contained and cleaned with an anti-viral solution, or by a solution of bleach and water by the Contractor. (Unless local authorities prohibit such action)
5. Any material saturated with blood shall be considered Regulated Waste. This means liquid or semi-liquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semi-liquid state if compressed; and items that
are caked with dried blood or other potentially infectious materials. Discarded Band-Aids and gauze containing small amounts of blood products are not considered regulated waste. Disposal of all regulated waste shall be the responsibility of emergency medical personnel or the Contractor of the injured employee.

Training

At least two of each Contractor’s onsite personnel shall be trained in First Aid and CPR, and they shall also be trained in the decontamination of blood spills. Contractors are solely responsible for this training.

CARBON MONOXIDE

Scope and Application

Carbon monoxide is formed by the incomplete combustion of carbonaceous materials such as coke, oil, gasoline, and natural or manufactured gas. It is flammable, toxic, non-irritating, tasteless, odorless, and heavier than air. When inhaled it combines with hemoglobin of blood, excluding oxygen from the tissues, ultimately resulting in asphyxiation. Some of the common symptoms of carbon monoxide poisoning are shortness of breath, headache, dizziness, muscular weakness and nausea. Temporary heaters and/or gasoline motors used where people are working in confined and/or depressed areas produce the greatest carbon monoxide poisoning exposures and are prohibited on this project.

Contractor Testing Requirements

Use of any device that discharges the products of combustion into an inside work area of any employee requires testing defined below:

- Test the work area to determine the concentration of carbon monoxide at least three times each 8-hour period.
- Test several different points within the area and at the breathing heights of an employee.
- Maintain a record of these tests, noting the date, time and result of each test.
- Remove the employees from the area when the concentration of carbon monoxide reaches 25 PPM (.005%). Ventilation shall be provided to reduce the concentration below 25 PPM before the employees are allowed to resume work in the area.
- Test more often than 3 times per day when the concentration of gas increases to 20 PPM.

Contractor use of Solid Fuel Salamanders - Prohibited within buildings and on scaffolds.

CARBON TETRACHLORIDE

Scope and Application

Carbon Tetrachloride (CC1₄), a poisonous, nonflammable, colorless liquid, has been used extensively as a cleanser and as a fire-extinguishing agent. Individuals have died from exposure to its fumes even while working in the open in a short period of two hours. The usual symptoms are nausea and headache. The liver is violently attacked and death follows swiftly.

The use of Tetrachloride solvents is prohibited on this project. If there is an exceptional condition that requires the use of this chemical, elaborate precautions for ventilation, respirators, etc. shall be followed, and prior approval given by the District. Fire extinguishers containing tetrachloride are prohibited on this project.
Alternate Cleaning Solvents

Safer cleaning fluids with lower toxicity which is not cumulative and that do not react with steel, aluminum, copper or brass are required. Adequate ventilation is required.

Cleaning Solvent Protection

Rubber Gloves or Protex shall be used as all solvents remove oil from the skin. Protex - One of the “Invisible Glove Compounds”, this is a protective cream put out by DuPont in jars. It is applied to the skin, which is exposed to these solvents and acts as protection. It is available in most paint and hardware stores.

CONFINED SPACES

Scope and Application

According to the National Institute of Occupational Safety and Health (NIOSH) the definition of a confined space is one, which by design has limited openings for entry and exit, and unfavorable natural ventilation, which could contain or produce dangerous air contaminants. On this project we may create many temporary confined spaces by operating in areas prior to the permanent ventilation system being installed. Hazardous confined spaces are divided into three main categories:

Lack Of Oxygen

Normal air is 21% oxygen by volume. Shall the percentage drop to near 17% drowsiness and impaired ability to think clearly occur. Anything below 12% causes unconsciousness.

Combustible Or Explosive

Any contaminant in a confined space creates the possibility of fire or explosion. Heat, static electricity, etc. can cause ignition. Many gases are heavier than air and collect in the bottom of pits, trenches, sewers, and rooms. Not only gases are a problem, dusts too can be explosive. Many operations, particularly cutting and welding, create hazards in confined spaces since the use of any combustible or explosive chemical in a confined space allows the buildup of dust and vapor.

Toxic Atmosphere

We are all aware of the dangers of toxic substances in storage tanks, the less obvious are the toxic situations you might find in construction. Toxic chemicals can be brought into confined spaces. Welding, cutting, painting, etc. can raise the level of chemicals in a confined space to hazardous levels. We shall recognize that confined space hazards exist in construction and are not a problem confined to storage tanks, silos, etc.

There are two (2) types of confined space:

- Non-Permit Confined Space
- Permit-Required Confined Space

Non-permit confined space is defined as any space that:

- Has a limited or restricted means for access and egress.
- Is large enough and configured in such a way that an employee can bodily enter and perform work.
- Is not designed for continuous occupancy.
- Does not pose a health or safety risk as described in permit-required confined space

Examples include but are not limited to non-energized HVAC equipment, certain trenches and excavations. These shall be evaluated by the “competent person” in charge of the work who is fully familiar with the standards relating to confined space.
Permit-required confined space is defined to include one or more of the following:

- Contains or has the potential to contain a hazardous atmosphere.
- Contains a material that has the potential for engulfing an entrant.
- Has an internal configuration that could trap or asphyxiate an entrant.
- Contains any other recognized serious safety or health hazard.

Examples of this type of space include but are not limited to: caissons, tanks, vessels, and underground piping and tunneling.

Requirements:

**Contractor responsibility:**
1. Identify the Confined Space.
2. Coordinate for shut off, lock out and tag out all energy sources and mechanical hazards.
3. Verify ventilation or engineering controls of the confined space.
4. Obtain test results of the atmosphere from the subcontractor.
5. Verify rescue and fall protection requirements are being utilized.
6. Inform the District’s Project Manager of the “competent person” designated for the work.
7. Atmosphere testing at start of work and after a distinctive break (i.e. lunch break).
8. Coordinate for local rescue teams services and confirm they are trained in confined space entry/rescue.
   - Have on site the fall protection, perimeter protection, signage and personal protective equipment necessary for working in a confined space.
   - Mechanical and alternate means to evacuate personnel from the confined space.

**Training:**
Entrants, attendants, rescuers and entry supervisors shall be trained by the Contractor or his designee prior to performing any duties relating to permit-required confined space.

**Record keeping:**
Copies of all Contractor atmosphere testing, entry logs, training, and any medical records shall be kept by the Contractor for record retention.

**CONTAMINATED SPILLS**

**Scope and Application**
A contaminated spill is the introduction of undesirable element or substances into the ground that may or may not impact the environment in a negative way. This can be caused by several sources both past and present. Contamination refers to the impact of these sources in any amount and at any degree below or above permissible levels for health and safety toward the environment or to life. Hazardous means it has elevated above the permissible levels for health and safety toward the environment and life and is regulated under government standards.

The District’s primary concern is to protect the workers and the environment in the event of an incidental spill on this project.

**Requirements of Contractors**
1. If a spill occurs at the project, the spill shall be isolated/contained to prevent contamination of the surrounding area, waterways, sewer systems or any other environmental impact.
2. The Contractor is responsible for all the costs associated with the cleanup and disposal of the contaminated/hazardous materials.
3. If a spill occurs, the Material Safety Data Sheet (MSDS) for the chemical will provide the
emergency information necessary to address the spill. Also, the emergency cleanup team will need a copy of the MSDS in order to begin the cleanup process.

4. The Contractor shall immediately notify the District’s Project Manager in the event of any spill.

Training
All Contractors shall have the appropriate trained employees assigned to the project that are capable of handling spills. Whenever chemicals are brought on site the material safety data sheet shall be reviewed with all personnel exposed to its usage.

Record keeping
All Contractor records regarding spills shall kept by the Contractor for filing.

FLUORESCENT LAMPS

Scope and Application
In addition to the possibility of cuts from glass fragments, serious injury can result from broken fluorescent tubes due to the release of the small amounts of mercury vapor they contain. Mercury vapor, even in very minute quantities, is poisonous. Persons exposed in close proximity or who are cut shall consult a doctor immediately so they may take necessary precautions.

Special regulations also affect the disposal of fluorescent lamp ballast’s that contain PCB’s.

FLUORESCENT LIGHTING CIRCUITS

Scope and Application
In 1996, 25% of fatal construction incidents were caused by electricity. This statistic is too high, and we need to be aware of electrical safety. 277-volt fluorescent lighting circuits caused some of these fatalities.

1. Multi-gang lighting toggle switch boxes (see attachments) are available in standard two, three, four, five, six, seven, and eight-gang. Although it is common on commercial projects to install three or more switches in a single box, it is important to understand how dangerous these boxes are. They are particularly dangerous when used to control 277-volt fluorescent lighting circuits.

2. In a three-gang switch box, when one switch is on a different circuit than the other two, this means that the box contains two different phase (positive) legs and the voltage across these legs (phase to phase) is 480 volts. The misconception is that the lighting system is only 270 volts without giving any thought to the potential that there are 480 volts in the box.

3. If you notice wires (brown, orange, yellow or gray – “boy”) in outlet, junction, or pull boxes, you shall not touch or move them, since they may be energized and have the required National Electrical Code colors for a 480 volt system.

4. Only trained Contractor electricians are to work on toggle switches that control 277-volt fluorescent lighting circuits.

HAZARD COMMUNICATION

Scope and Application
The OSHA Hazard Communication Standard requires that all employers with employees exposed to hazardous chemicals at their worksite establish a hazard communication program. The regulation is more commonly known as “HazCom” or the “Right to Know Law”. This program shall transmit information to the employees about the hazardous chemicals they are, or may be, exposed to at the site. This is accomplished by labels on containers, Material Safety Data Sheets (MSDS), hazardous chemical jobsite survey and training programs.
Material Safety Data Sheets (MSDSs)
1. The Contractor's Superintendent with the help of his staff is responsible for obtaining and maintaining the on-site file of all MSDSs supplied by distributors, manufacturers, and subcontractors and providing a copy of all sheets to the District's Project Manager. While all MSDSs may not be uniform in appearance, they shall convey the same message:
   a. Identity of the product
   b. Known acute and chronic health effects
   c. Exposure Limits Threshold Limit Values (TLVs)
   d. If the product is a suspected carcinogen
   e. Personal protective equipment to be used
   f. Emergency and First-Aid Procedure
   g. Identification of the party responsible for the MSDS
   h. Target organ affected

Container Labeling
1. The Contractor's Superintendent and/or his designee shall verify that all containers received for use are:
   a. Clearly labeled as to content
   b. Appropriate warnings noted, and
   c. Names and addresses of the manufacturers listed

2. A written description of the labeling system used by each subcontractor is required to be submitted, along with alternatives to the original label used. All secondary containers used with small quantities of a given material shall also be properly labeled.

3. Labels may be in writing, pictures, numerical system, or any combination of the above. The message shall be understood as to the nature of the hazard, personal protective equipment needed, parts of the body affected, and emergency procedures to take.

Employee Training and Education
1. All Contractors and Sub-contractors are responsible to train their own employees.
   2. Training of all personnel can include, but not limited to:
      a. In-house seminar
      b. Guest speakers
      c. Use of visual aides
      d. On-site updates of new products and materials and other related hazards

3. Instruction shall include, but not limited to:
   a. How to read and understand the information provided on the MSDSs and labels supplied by the subcontractors and suppliers
   b. An overview of the requirements contained in the Hazard Communication Standard
   c. Discussion of chemicals included in welding or burning, cement, cleaning solvents, gluing processes, wood dust processes, and other such common items

4. After attending the training session, each employee will sign a form to verify that they have been properly trained with regards to the Hazard Communication Standard and that they understood the project’s policy regarding this standard. The form is to be filed at the jobsite.

Hazardous Non-Routine Tasks
1. Periodically, employees are required to perform hazardous non-routine tasks. Prior to starting work on such projects, each affected employee will be given information by their Contractor about
hazardous chemicals to which they may be exposed during such activity. The information shall include, but not limited to:

- Specific chemical or process hazards
- Protective/safety measures that the employee will take to prevent exposure
- Measures the project has taken to lesson the hazard including ventilation, respirators, presence of other employees, and emergency procedures

2. An example of non-routine tasks is confined space entry, i.e. checking the bottom of caissons, entering manholes, etc.

Contractor Hazard Communication

1. All contractors, subcontractors, and sub-subcontractors are solely responsible to abide by the Hazard Communication Standard in regards to the training of their own employee, their MSDS Record keeping, their notification procedures, and any other aspects of the requirement.

2. All contractors, subcontractors, and sub-subcontractors are to supply the Contractor’s Superintendent with a written copy of their Hazard Communication Program along with MSDSs of any chemical materials brought on to the jobsite.

Exchange of MSDSs

1. The exchange of MSDSs on this project shall take place initially when the contractor comes onto the site at regular site safety meetings, and/or at any other designated time by the Contractor’s Superintendent.

Updating Inventory Listings

1. The updating of chemical inventory lists shall be completed as new MSDSs are received. Updated lists shall be exchanged at the regular site safety meeting. A master list shall be kept in the Contractor’s on site office or location as agreed by the Contractor’s Superintendent and District Project Manager.

Scope and Application

Lead is a hazardous material and thus is highly regulated to protect people (workers and public) and the environment.

Lead can get into your body as fumes containing lead are formed during the melting or paving process when lead is heated to extreme temperatures, i.e., plumbing, removing paint or soldering. Dust containing lead is formed during sandblasting, grinding, sanding or cutting processes. Mist containing lead is formed during spray-painting operations that use lead base paints.

If a Contractor shall perform work with lead, the Contractor is solely responsible to follow the Federal OSHA standards on lead.

General Requirements:

1. Contractors shall not touch, remove, demolish, or in any other manner disturb materials that are suspected to contain lead unless procedures have been approved by the Contractor’s Superintendent.

LEAD WORK

In the event work shall proceed with lead containing materials, the following shall be required to ensure compliance with Cal/OSHA:
Exposure Assessment
If lead is suspected in a work area, an exposure assessment shall be performed. Protection at levels appropriate to the exposure levels of the task being performed shall be used until the assessment results are known. An exposure assessment includes:

- Initial air monitoring
- Periodic air monitoring where results:
  - Less than the Action Level (30 ug/cu.m.): Sample when process changes
  - Action Level to PEL (50 ug/cu.m.): Sample every 6 months
  - PEL: Sample every 3 months
- Employee Notification in writing within 5 working days after the receipt of sample results.

Engineering Controls
Because lead is a cumulative and persistent toxic substance and because lead-caused health effects may result from low levels of exposure over prolonged periods of time, engineering controls and good work practices shall be used where feasible to minimize employee exposure to lead. At a minimum, exposures shall not exceed the OSHA interim final PEL of 50 micrograms per cubic meter of air (50 ug/cu.m.) averaged over an 8-hour-period. When feasible engineering controls and work practice controls cannot reduce worker exposure to lead to at or below 50 ug/cu.m., respirators shall be used to supplement the use of engineering and work practice controls.

The Contractor appointed Competent Person shall review all site operations and stipulate the specific engineering controls and work practices designed to reduce worker exposure to lead.

Exhaust Ventilation
If required by the concentrations of lead, power tools used for the removal of lead-based paint shall be equipped with dust collection shrouds or other attachments in order to exhaust the contaminated air through a high-efficiency particulate air (HEPA) vacuum system. Operations such as welding, cutting/burning, heating shall be provided with local exhaust ventilation. HEPA vacuums shall be used during clean-up activities.

Housekeeping
An effective housekeeping program involves at least daily removal of accumulations of lead dust and lead-containing debris. Vacuuming lead dust with high-efficiency particulate air (HEPA)-filtered equipment or wetting it with water before sweeping are effective control measures. Such cleaning operations shall be conducted, whenever possible, at the end of the day, after normal operations cease. Furthermore, all persons doing the cleanup shall be provided with suitable respiratory protection and personal protective clothing to prevent contact with lead.

In addition, all lead-containing debris and contaminated items accumulated for disposal shall be collected and put into sealed impermeable bags or other closed impermeable containers. Bags and containers shall be appropriately labeled as lead-containing waste. These measures are especially important as they minimize additional sources of exposure that engineering controls generally are not designed to control.

RESPIRATOR PROTECTION
In the event that respirator protection is necessary all Contractor employees shall follow the project Respiratory Protection Program.

Medical Surveillance
When a construction employee is occupationally exposed to lead at or above the action level of 30 ug/cu.m. on any one day in a calendar year, the employee shall be provided initial medical surveillance consisting of biological monitoring in the form of blood sampling and analysis for lead and zinc.
Protoporphyrin levels. Blood lead levels are currently the best indicator of personal lead exposure. Workers potentially exposed to lead at or above the action level shall be monitored for the presence of lead in the blood and the effects of lead on the blood-forming system. Full medical surveillance is to be provided to employees exposed to lead at or above the action level for more than 30 days per year.

The following conditions necessitate an immediate medical consultation including, as determined by the qualified medical provider, a physical examination and a blood sample for lead analysis (biological monitoring):

- Whenever a worker develops signs or symptoms associated with lead toxicity; and
- Before a worker restarts work following medical removal.

Biological Monitoring

A baseline blood level is a requirement prior to the start of all projects contaminated with lead. The purpose of biological monitoring is to identify workers with elevated blood lead levels. The data from biological monitoring is objective evidence of a worker’s body burden from lead exposure and this data can be used to follow changes in worker exposure.

Blood lead and zinc protoporphyrin (ZPP) or free erythrocyte protoporphyrin (FEP) shall be monitored for those workers exposed to lead. In general, workers in high-risk occupations shall be monitored as often as needed to prevent adverse health effects.

Record keeping

The Contractor shall maintain any employee exposure and medical records to document ongoing employee exposure, medical monitoring and medical removal of workers. This data provides a base to properly evaluate the employee’s health.

Employers shall properly record cases on their OSHA form 200 when the worker:

- has a blood lead level that exceeds 50 mg/dl;
- has symptoms of lead poisoning, such as colic, nerve damage, renal damage, anemia, or gum problems; or receives medical treatment to lower blood lead levels or for lead poisoning.

In addition, Contractor employees, their designated representatives, and OSHA shall be provided access to exposure and medical records in accordance with 29 CFR 1910.20.

Respiratory Protection

Scope and Application

Whenever it is feasible to do so, Contractors are to accomplish respiratory protection through engineering controls such as ventilation or substitution with a less harmful substance, and through administrative controls limiting the duration of exposure. When these methods are not adequate, or if the exposures are brief and intermittent, or simply to minimize employee exposure to airborne substances, Contractors are to provide respirators to allow their employees to breathe safety in potentially hazardous environments.

We recognize that respirators have limitations and their successful use is dependent on an effective respiratory protection program. The project Respiratory Protection Program is designed to be a guide for all Contractors to: identify, evaluate and control exposure to respiratory hazards; select coordinate all aspects required for proper use, care and maintenance of the equipment. In all instances the Contractor is to abide by their own company Respiratory Protection Program.

Responsibility

Contractor management shall provide leadership by example and demonstrate interest by ensuring that adequate resources are available for effective implementation of their company’s Respiratory
Protection Program and the project’s program. All employees are to work conscientiously to carry out our Respiratory Protection Program.

Workplace Exposure Assessment & Ongoing Surveillance

Contractors shall first complete an exposure assessment to identify harmful airborne contaminants, their extent and magnitude, and how to control them. Results of these evaluations will be summarized and a record maintained in the Contractor’s jobsite project files. Additional evaluations are necessary if exposures change due to new materials, process changes or other conditions increasing the degree of employee exposure or stress, and these evaluations will be added to the form.

Respirator Selection

In those instances where engineering and administrative means do not achieve the desired control, or in the case of an emergency, respirators shall be worn. Different types of respirators are available for a variety of applications, and we shall ensure that the proper NIOSH approved respirator is selected and used for the kind of work being performed (or anticipated) and hazards involved. The Contractor is solely responsible for the proper selection of respirators for their employees.

Evaluating Respirator Wearer’s Health Status

Even with appropriate equipment and adequate training provided, an employee’s health status shall be considered before allowing respirator use. The wearer’s physical and medical condition, duration and difficulty of the tasks, toxicity of the contaminant, and type of respirator all affect an employee’s ability to wear a respirator while working. Also, respirators are uncomfortable and may reduce the wearer’s field of vision. Therefore it is prudent for us to evaluate the employee’s physical ability to wear a respirator. Construction work or work with lead, asbestos, cotton dust and certain carcinogens make this evaluation mandatory.

Each respirator candidate will be given a medical evaluation by the Contractor's medical personnel. A Medical Evaluation and Work Restriction report as well as a Respiratory Protection Notification form allowing use of a respirator is to be obtained for each individual and kept on file at the Contractor’s field office.

Respirator Fit Testing & Assignment

After the Contractor selects the appropriate type of respirator and certify their employee’s ability to work while wearing a respirator, they shall conduct a qualitative fit test to choose the best fitting face piece and determine the specific brand, model and size for each employee.

Qualitative fit testing and assignment will be performed by a the Contractor or his designee qualified to perform the testing and at a minimum comply with the procedures in Appendix C of the guide. A Qualitative Fit Test Record form indicating successful completion of the test will be obtained from the firm providing the fit testing and filed at the Contractor’s jobsite field office.

Training

Once the Contractor employee is fitted with the correct respirator for the task, the Contractor is to ensure the individual is thoroughly trained in the need, use, limitations, inspection, fit checks, maintenance and storage of the equipment.

Detailed instructions for use and care of the respirator are provided by the manufacturer and local regulations, with the equipment, and this information is to be used in the training.

Record keeping

The Contractor will document each major component of their program to:

- verify that each activity has occurred
- evaluate the success of the program
satisfy regulatory requirements

These records include the written program, exposure determination, respirator selection, physical status evaluation, fit testing and respirator assignment, training form, program assessment and voluntary use of respiratory protection.

These records will remain as a permanent part of the Contractor’s project record system.

SILICA DUST

Scope and Application

Silica is the main component found in sand, quartz and granite rock. Excessive amounts of silica dust may be generated during activities such as: sandblasting, rock drilling, roof bolting, foundry work, stonecutting, drilling, quarrying, brick/block/concrete cutting, gunite operations, lead-based paint encapsulate applications, asphalt paving, cement products manufacturing, demolition operations, hammering, and chipping and sweeping concrete or masonry.

Silica can cause silicosis, a serious and sometimes fatal respiratory disease. Silicosis develops from breathing silica dust on the job. It occurs in direct proportion to the percentage and the concentration of silica in the air and to the duration of exposure. The tiny hairs, mucous membranes, and other protective mechanisms of your upper respiratory tract and bronchi stop large silica particles, but the smallest dust particles are carried to your airways. These silica particles become lodged in the tiny air sacs of the lungs, which can prohibit oxygen from getting into the blood.

Symptoms of silicosis can either be chronic, appearing after 5 to 10 years of being exposed to invisible silica dust without using respiratory protection, or symptoms can be acute appearing after only a few weeks of working in thick clouds of silica without respiratory protection. Early stages of silicosis often go unnoticed but continued exposure may cause shortness of breath, possible fever and sometimes-bluish earlobes or lips. Fatigue, extreme shortness of breath, loss of appetite and chest pain occur down the road. Respiratory failure can occur, which can cause death.

Silica is also capable of causing lung cancer with prolonged heavy occupational exposures. Workers with impaired lung function due to silica exposure are also more susceptible to other respiratory disease such as tuberculosis.

Requirements

In order to determine whether a product contains silica, the Material Safety Data Sheet shall be obtained and inspected by the Contractor. In the event silica is present in the products, the following safe working procedures shall be followed to eliminate or control silica dust exposure:

1. Contractor initiated engineering controls shall be utilized to eliminate the hazard whenever feasible.
2. Contractor initiated air tests or historical data are required to confirm the controls in place are working and whether PPE is or is not required.
3. After working with products that contain silica, each individual will be required to thoroughly wash their hands before eating, drinking or smoking. Eating, drinking or smoking near silica is strictly prohibited.
4. Wet down dry materials and surfaces before cutting, chipping, grinding, sanding, sweeping or cleaning. All block-cutting operations shall be performed by the wet cut method.
5. Use power tools with built-in dust extraction units to capture the dust before it is released into the air.
6. For abrasive blasting, replace silica sand with safer materials. The National Institute for Occupational Safety and Health highly discourages the use of sand or any abrasive with more than 1% crystalline silica in it. Garnet, slags, and steel grit and shot may be good substitutes.

Respiratory Protection

1. Dust masks, or particulate respirators are not an acceptable respiratory protective measure. A minimum half face respirator will be required. The type of respirator needed will depend upon the
silica concentration levels and shall be determined by the Contractor.

2. Medical surveillance/screening requirements are required for all employees exposed to silica operations requiring respiratory protection and shall be the responsibility of the Contractor.

Training

1. All individuals working with silica containing products shall be trained by the Contractor in the hazardous effects of being exposed to silica dust.

2. All individuals performing tasks involving sanding, chipping, grinding, scraping, cutting, crushing or drilling are required to be trained in the proper use of such tools, in addition to the proper methods of reducing or eliminating silica dust.

3. Each individual required to wear respiratory protective equipment will be trained in accordance with the Contractor’s respiratory protection program, which shall meet at a minimum the project’s program. The Contractor is solely responsible for such training and all costs associated with it.

Record keeping

All training that takes place involving silica needs to be documented with the type of training and the signatures of all that attended the training. Contractor training needs to be updated on an annual basis.

SECTION D: MEDICAL ISSUES

FIRST AID/CPR

Scope and Application

All Contractors shall have at least one person certified in first aid and CPR at the job site at all times. Contractors are solely responsible to ensure the required and proper training of their employees.

Contractors shall provide an ANSI (Z 308.1-1978) approved first aid kit on this job site. The Contractor site superintendent is responsible for ensuring that the kit is properly stocked and maintained, and inspected weekly per OSHA requirements. Only trained first aid personnel shall administer first aid at the job site.

This first aid kit will also contain equipment and materials to be compliant with Cal/OSHA, General Industry Safety Orders, Section 1593 - Bloodborne Pathogens, including mouth-to-mouth resuscitation devices, powdered bleach, and latex disposable gloves.

Contractors shall be responsible to supply their employees with appropriate amounts of potable water.

- policy applies.

POLICY ON SUBSTANCE ABUSE

Rules

Possessing, soliciting, manufacturing, distributing, dispensing, and/or the use of illegal drugs, drug paraphernalia, unauthorized controlled substances, illegal use of legal drugs, and other intoxicants on or in any project or at any facility is prohibited and may result in disciplinary action up to and including suspension or Termination.

Reporting to and being at work under the influence of illegal drugs or unauthorized controlled substances is prohibited. Reporting to and being under the influence of alcohol or other legal intoxicant that can adversely affect the Worker’s performance or the safety of the Worker or those surrounding the Worker is also prohibited. Violation of this rule may result in disciplinary action up to and including suspension, and/or Termination.

Legally prescribed drugs may be permitted on or in any project or at any facility provided that the drugs are prescribed to the Worker by an authorized medical practitioner for current use by the Worker. Reporting to and being at work under the influence of prescribed or over-the-counter drug, where such
use prevents a Worker from performing the duties of the job, or poses a safety risk to the Worker and/or other Workers or property is prohibited. Workers taking a prescription or over-the-counter drug are personally responsible for confirming with their physician that they may safely perform any job duties while taking such items. Workers taking a legal substance that could impair their safe work must advise their immediate supervisor, who may assign the Worker to non-hazardous duties or send them home. A Worker’s failure to notify their supervisor at the start of their work shift may result in disciplinary actions up to and possibly including Termination and/or barring as described below.

1) Any Worker who is found to be in violation of this policy may be subject to discipline up to and including Termination.
2) Unusual behavior constituting grounds for drug testing may also subject the Worker to discipline up to and including Termination.
3) The possession or use of alcohol in or on projects is prohibited.
4) Nothing set forth in this policy shall be construed as a limitation upon the right to terminate a Worker at any time and upon any reason and the right of the Worker to resign at any time for any reason.

Penalties

1) Possession of illegal drugs, unauthorized controlled substances, or drug paraphernalia on District property or work site, as set forth in the Substance Abuse policy:
   - First Offense: Termination.

2) Distribution of illegal drugs, unauthorized controlled substances or drug paraphernalia as set forth in the Substance Abuse policy on company property or work site:
   - First Offense: Termination

3) Use of illegal drugs or unauthorized controlled substances or alcohol:
   a) If a Worker voluntarily asks for help: the Worker will be asked to submit to a drug or alcohol screen to assure safety on the project. If this test is positive his or her subcontractor in accordance with this policy shall remove the Worker from the project.
   b) If discovered by actions and/or testing:
      1) First Offense: Immediate removal from the work site
To: Peralta Community College District
Attn: District Project Manager
Re: COA Project

AGREEMENT OF CONTRACTOR,
SUBCONTRACTOR OR VENDOR

The undersigned contractor, subcontractor or vendor has read the Project Safety Program and agrees to abide by that Program and require any and all of its subcontractors (at every tier) and its vendors and the vendors of its subcontractors (at every tier) to abide by that Policy.

________________________________________
Name of Contractor, Subcontractor
or Vendor (please print)

________________________________________
Officer (please print)

________________________________________
Officer’s Title (please print)

________________________________________
Officer’s Signature

________________________________________
Today’s Date
PART 1 GENERAL

1.1 SECTION INCLUDES
   A. Products
   B. Product Options and Substitutions
   C. Product Delivery Requirements
   D. Shipping Requirements
   E. Product Storage and Handling Requirements

1.2 PRODUCTS
   A. Products: New material, machinery, components, equipment, fixtures, and systems forming the Work. Does 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.
   B. Do not use materials and equipment removed from existing premises, except as specifically permitted by the Contract Documents.
   C. For similar components, provide interchangeable components of the same manufacturer.

1.3 PRODUCT OPTIONS AND SUBSTITUTIONS
   A. Summary: This paragraph 1.3 describes procedures for selecting products and requesting substitutions of unlisted materials in lieu of materials named in the Specifications or approved for use in Addenda that were not already the subject of a Document 01601 (Substitution Request Form) submittal as described in Instruction to Bidders.
   B. Contractor’s Options:
      1. For products specified only by reference standard: Select any product meeting that standard.
      2. For products specified by naming one or more products or manufacturers:
         a. Select products of any named manufacturer meeting specifications.
         b. If product becomes unavailable due to no fault of Contractor, submit Request for Substitution (RFS), including all information contained in this Section 01600 and a fully executed Document 01601 (Request for Substitution), but using the term “Contractor” each place the term “Bidder” appears in that form.
   C. Substitutions:
      1. Except as provided in Instructions to Bidders with respect to “or equal” items, District will consider Contractor’s substitution requests only when product becomes unavailable due to no fault of Contractor. Requests for review of proposed substitute items will not be accepted from anyone other than Contractor. The RFS shall state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice Contractor’s achievement of Substantial Completion on time, 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 District for work on the Project).
      2. Submit separate RFS (and four copies) for each product and support each request with:
         a. Product identification.
         b. Manufacturer’s literature.
         c. Samples, as applicable.
         d. Name and address of similar projects on which product has been used, and dates of installation.
e. Name, address, and telephone number of manufacturer's representative or sales engineer.

f. For construction methods: Detailed description of proposed method; drawings illustrating methods.

3. Where required, itemize a comparison of the proposed substitution with product specified and list significant variations including, but not limited to dimensions, weights, service requirements, and functional differences. If variation from product specified is not pointed out in submittal, variation will be rejected even though submittal was favorably reviewed. Identify all variations of the proposed substitute from that specified in the RFS and indicate available maintenance, repair, and replacement service.

4. 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 of 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. Submit data relating to changes in construction schedule.

5. Include accurate cost data comparing proposed substitution with product and amount of net change in Contract Sum including, but not limited to, an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by District in evaluating the proposed substitute. District may require Contractor to furnish additional data about the proposed substitute.

6. District will not consider substitutions for acceptance (or, in District's sole discretion, District may make Contractor solely responsible for all resulting costs, expenses and other consequences) when a substitution:
   a. Results in delay meeting construction Milestones or completion dates.
   b. Is indicated or implied on submittals without formal request from Contractor.
   c. Is requested directly by Subcontractor or supplier.
   d. Acceptance will require substantial revision of Contract Documents.
   e. Disrupts Contractor's job rhythm or ability to perform efficiently.

7. Substitute products shall not be ordered without written acceptance of District.

8. District will determine acceptability of proposed substitutions and reserve right to reject proposals due to insufficient information.

9. Accepted substitutions will be evidenced by a Change Order. All Contract Documents requirements apply to Work involving substitutions.

D. Contractor's Representation and Warranty:

1. Contractor's RFS constitute a representation and warranty that Contractor:
   a. Has investigated proposed product and determined that it meets or exceeds, in all respects, specified product.
   b. Will provide the same warranty for substitution as for specified product.
   c. Will coordinate installation and make other changes that may be required for Work to be complete in all respects.
   d. Waives claims for additional costs which may subsequently become apparent.
   e. Will compensate District for additional redesign costs associated with substitution.
   f. Will be responsible for Construction Schedule slippage due to substitution.
   g. Will be responsible for Construction Schedule delay due to late ordering of available specified products caused by requests for substitution that are subsequently rejected by District.
   h. Will compensate District for all costs; including extra costs of performing Work under Contract Documents, extra cost to other contractors, and any claims brought against District, caused by late requests for substitutions or late ordering of products.

E. District's Duties:

1. Review Contractor's RFS with reasonable promptness.
2. Notify Contractor in writing of decision to accept or reject requested substitution.

F. Administrative Requirements:
   1. 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. 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 Sum or Contract Time and as a part of substitution proposal.

1.4 PRODUCT DELIVERY REQUIREMENTS
   A. Deliver 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.

1.5 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.
      1. 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.
      2. Grease and lubricating oil shall be applied to all bearings and similar items.
   B. Shipping. 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.

1.6 PRODUCT STORAGE AND HANDLING REQUIREMENTS
   A. Store products only in staging area per provisions of Section 01010 (Summary).
   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. Without limiting the foregoing:
      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 Contract Documents. These requirements also apply to any subsuppliers 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 (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 spalling 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, geomembranes, 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 weathertight structures maintained at a temperature above 60°F. Electrical equipment, controls, and insulation shall be protected against moisture and water damage. All space heaters furnished in equipment shall be connected and operated continuously.

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 by Contractor.

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 show 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 packaging of spare units and spare parts shall be 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 than does not damage the equipment.

PART 2 PRODUCTS - NOT USED.

PART 3 EXECUTION - NOT USED.

END OF SECTION
SUBSTITUTION REQUEST FORM
SECTION 01601

Note: Failure to complete this form with complete and accurate information will nullify any request for substitution.

TO:

PROJECT: TENNIS COURT BLEACHERS AT THE COLLEGE OF ALAMEDA

We hereby submit for your consideration the following product(s), material(s), and/or detail(s) instead of the specified item per the contract documents for the above indicated project and the following specified reference:

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>SPEC SECTIONS</th>
<th>SPEC PARAGRAPH</th>
<th>DRAWING(S)</th>
</tr>
</thead>
<tbody>
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Proposed Substitution:

Attach complete technical data, including laboratory tests, if applicable.

Include complete information on changes to Drawings and/or Specifications which proposed substitution will require for its proper installation.

Submit with this request all necessary samples and substantiating data to prove equal quality and performance to that which is specified. Clearly mark manufacturer's literature and test reports to indicate equality in performance.

Fill in blanks below:

A. Does the proposed substitution affect dimensions shown on Drawings?
   Yes  No  Explanation:

B. Will the undersigned pay for changes to the building design, including design, engineering, and processing costs caused by the proposed substitution?
   Yes  No  Explanation:

C. Does the proposed substitution have an effect on other trades?
   Yes  No  Explanation:

D. Does proposed substitution have an effect on applicable code requirements?
   Yes  No  Explanation:

E. Outline differences between proposed substitution and specified item:
F. Are the manufacturer's guarantees of the proposed substitution the same as the specified item?
   Yes  No  Explanation:

G. Is the proposed substitution listed with and conform to the same requirements of the same testing agencies as the specified item, such as ICBO, ASTM, etc.?
   Yes  No  Explanation:

******************************************************************************
CERTIFICATION OF EQUAL PERFORMANCE AND ASSUMPTION OF LIABILITY FOR EQUAL PERFORMANCE BY CONTRACTOR
******************************************************************************

The undersigned states that the function, appearance and quality are equivalent or superior to the specified item.

Submitted By:

Signature               Title               Name (print)

Firm                   Date

Address                Telephone

Remarks:

******************************************************************************
For Use By Design Consultant

Accepted                 Accepted As Noted               Not Accepted

Received Too Late          Approved as Alternate - See Bid Form
PART 1 GENERAL

1.1 SECTION INCLUDES
   A. Progress Cleaning
   B. Final Cleaning

1.2 PROGRESS CLEANING
   A. Contractor shall review Attachment 19 – Final Cleaning Requirements
   B. Contractor shall perform periodic cleaning to ensure that any streets and other District and public properties are maintained free from accumulation of waste materials, dust, mud, and debris.
   C. Where required, Contractor shall wet down surfaces to lay dust and prevent the blowing of dust to nearby residences or public properties.
   D. Contractor shall keep all streets clean and free of dust, mud, and debris resulting from Contractor’s operations. Daily cleanup throughout the job will be necessary as Contractor progresses with its Work, but extra attention to cleanup shall be made prior to weekends and holidays. Without limiting the foregoing, Contractor shall remove trench spoil along traveled ways daily; grade and vacuum broom surfaces initially where applicable and later water flush with high-pressure sprays, being careful to avoid downstream contamination.
   E. All dust, mud, spoils, and construction debris shall be removed daily from all roadways, ditches, shoulders, and private property (fills or spoils placed on private property at private property owner’s written request excepted).
   F. Disposal of Materials:
      1. As part of the scope of Work included within the Contract Sum, Contractor shall be fully responsible for disposing of all construction debris, dirt and spoils resulting from the Work.
      2. 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.
      3. Contractor is cautioned that the County of Alameda and cities within the county have regulations governing the disposal of rubble, broken pavement, and similar materials.
      4. Contractor shall become familiarized with the requirements of the agency having jurisdiction over any contemplated disposal site and shall comply with all such requirements.
      5. The contractor will estimate and report to the District, an estimate of quantities (e.g. tonnage) of waste materials disposed of for compliance with AB75. Reporting requirements include: the nature of materials, destination, volume and tonnage.
   G. All excess soil from performance of Work shall be disposed 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, prior to any dumping, a letter allowing such dumping shall be obtained from the property owner and presented to District. 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.
the completion of Work, a letter from each affected property owner will be required releasing Contractor, District and any District Representative from future liability.

H. If Contractor does not properly clean the Site, in the opinion of District, then District shall have the option of using outside equipment to perform the cleanup and such cost will be withheld from the Contract Sum.

1.3 FINAL CLEANING

A. Contractor shall execute final cleaning prior to final inspection, using only properly skilled workers.

B. Contractor shall provide final cleaning to the gymnasium floor as called out below.

C. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces.

D. Repair, patch, and touch up marred surfaces to match adjacent finishes.

E. Clean interior and exterior surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces.

F. Clean equipment and fixtures to a sanitary condition, clean or replace filters of mechanical equipment operated during construction, clean ducts, blowers and coils of units operated without filters during construction.

G. Clean Site; mechanically sweep paved areas.

H. Remove waste and surplus materials, rubbish, and construction facilities from Site.
PART 1 GENERAL

1.1 SECTION INCLUDES
A. Requirements and limitations for cutting and patching of Work

1.2 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 original or specified conditions after installation of other work.

1.3 REGULATORY REQUIREMENTS
A. Unless specifically shown on the drawings, no structural member shall be cut, drilled, or notched without prior written authorization from the Architect.

1.4 SUBMITTALS
A. Submit written request in advance of cutting or patching which affects:
   1. Structural integrity of any element of Project
   2. Integrity of weather-exposed or moisture-resistant element.
   3. Efficiency, maintenance, or safety of any operational element
   4. Visual qualities of sight exposed elements
   5. Work of Owner or separate contractor

   B. Include in request:
      1. Identification of Project
      2. Location and description of affected work
      3. Necessity for cutting or patching
      4. Description of proposed work, and products to be used.
      5. Alternatives to cutting and patching
      6. Effect on work of Owner or separate contractor
      7. Written permission of affected separate contractor.
      8. Date and time work will be executed

1.5 QUALITY ASSURANCE
A. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load deflection ratio.
B. Do not cut or patch operating elements that would reduce their capacity to perform or that would result in increased maintenance or decreased operational life or safety.
C. Do not cut or patch construction that would result in visual evidence of cutting or patching.
D. Remove and replace construction that has been cut or patched in a visually unsatisfactory manner.

2. PART 2 - PRODUCTS

2.1 MATERIALS
A. Primary Products: Those required for original installation

3. PART 3 EXECUTION

3.1 Examination

A. Inspect existing conditions prior to commencing Work including elements subject to damage or movement during cutting and patching
B. After uncovering existing Work, inspect conditions affecting performance of work.
C. Beginning of cutting or patching means acceptance of existing conditions

3.2 Preparation

A. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project from damage.
B. Provide protection from elements for areas which may be exposed by uncovering work.

3.3 Cutting and Patching

A. Execute cutting, fitting, and patching to complete Work
B. Fit Products together, to integrate with other work
C. Uncover work to install ill timed work
D. Remove and replace defective or non-conforming work.
E. Remove samples of installed work for testing when requested
F. Provide openings in the Work for penetration of mechanical and electrical work
G. Cut rigid materials using saw or drill. Pneumatic tools not allowed without prior approval

3.4 Performance

A. Execute work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing
B. Employ skilled and experienced installer to perform cutting and patching
C. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval
D. Restore work with new Products in accordance with requirements of the Contract Documents
E. Fit work air tight to pipes, sleeves, ducts, conduit and other penetrations through surfaces
F. At penetrations of fire rated walls, partitions, ceiling, or floor construction completely seal voids with fire rated material to full thickness of the penetrated element.
G. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

3.5 Cleaning

A. Clean areas and spaces where cutting and patching was performed
B. Completely remove paint, mortar, oils, sealant and similar materials

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION
SECTION 01740
WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 SECTION INCLUDES:
   A. Preparation and submittal.
   B. Time and schedule of submittals.

1.02 FORMAT:
   A. Binders: Commercial quality, 8-1/2 by 11 inch, type I “D” ring, three side rings, with durable plastic covers; two inch maximum ring size.
   B. Cover: Identify each binder with typed or printed title “WARRANTIES AND BONDS”; list title of Project.
   C. Table of Contents: Provide title of Project; name, address and telephone number of Contractor and equipment supplier; and name of responsible principal. Identify each item with the number and title of the specification Section in which the name of the product or work item is specified.
   D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

1.03 PREPARATION:
   A. Obtain warranties and bonds, executed in duplicate by responsible subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item or work. Except for items put into use with District’s permission, leave date of beginning of time of warranty until the date of completion is determined.
   B. Verify that documents are in proper form, contain full information, and are notarized.
   C. Co-execute submittals when required.
   D. Retain warranties and bonds until time specified for submittal.

1.04 TIME OF SUBMITTALS:
   A. For equipment or component parts of equipment put into service during construction with District’s permission, submit documents within ten (10) days after acceptance.
   B. Make other document submittals within ten days after date of completion, prior to final Application for Payment.
   C. For items of work delayed beyond date of completion, provide updated submittal within ten days after acceptance, listing the date of acceptance as start of warranty period.
PART 2 - PRODUCTS:

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION
SECTION 01770
CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
   1. Description of contract closeout procedures including:
      a. Removal of Temporary Construction Facilities
      b. Substantial Completion
      c. Final Completion
      d. Final Cleaning
      e. Project record documents
      f. Material, Equipment and Finish Data
      g. Project Guarantee
      h. Warranties
      i. Release of Claims

1.2 REMOVAL OF TEMPORARY CONSTRUCTION FACILITIES

A. Remove temporary materials, equipment, services, and construction prior to Substantial Completion inspection.
B. Clean and repair damage caused by installation or use of temporary facilities.
C. Restore permanent facilities used during construction to specified condition.
D. Comply with paragraph 1.12 of Section 1500 (Temporary Facilities and Controls).

1.3 SUBSTANTIAL COMPLETION

A. When Contractor considers Work or designated portion of the Work as Substantially Complete, submit written notice to District’s Representative and Architect/Engineer, with list of items remaining to be completed or corrected. Contractor shall conduct his/her own substantial completion punch list prior to requesting a substantial completion walk by the District’s Representative.
B. Within reasonable time, District’s Representative and Architect/Engineer will inspect to determine status of completion.
C. Should District’s Representative and Architect/Engineer determine that Work is not Substantially Complete, District will promptly notify Contractor in writing, listing all defects and omissions.
D. Remedy deficiencies and send a second written notice of Substantial Completion. District will reinspect the Work. If deficiencies previously noted are not corrected on re-inspection, then Contractor shall pay District’s cost of the re-inspection.
E. When District’s Representative and Architect/Engineer determine that Work is Substantially Complete, District will issue a Certificate of Substantial Completion, accompanied by Contractor’s list of items to be completed or corrected as verified by District. This list shall serve as the only official list.
F. Manufactured units, equipment and systems that require startup must have been started up and run for periods prescribed by District before a Certificate of Substantial Completion will be issued.
G. A punch list examination will be performed upon Substantial Completion. One follow-up review of punch list items for each discipline will be provided. If further site visits are required to review punch list items due to incompleteness of the Work by Contractor, Contractor will reimburse District for costs associated with these visits.

1.4 FINAL COMPLETION

A. Final Completion occurs when Work meets requirements for District’s Final Acceptance. When Contractor considers Work is Finally Complete, submit written certification that:
   1. Contractor has inspected Work for compliance with Contract Documents, and all requirements for Final Acceptance have been met.
2. Except for Contractor maintenance after Final Acceptance, Work has been completed in accordance with Contract Documents and deficiencies listed with Certificate of Substantial Completion have been corrected. Equipment and systems have been tested in the presence of District, and are operative.

3. Work is complete and ready for final inspection.

B. In addition to submittals required by Contract Documents, provide submittals required by governing authorities and submit final statement of accounting giving total adjusted Contract Sum, previous payments, and sum remaining due.

C. When District's Representative and Architect/Engineer find Work is acceptable and final closeout submittals are complete, District's Representative will issue final Change Order reflecting approved adjustments to Contract Sum not previously made by Change Order. Should District determine that Work is incomplete or defective:
   1. District promptly will so notify Contractor, in writing, listing the incomplete or defective items.
   2. Promptly remedy the deficiencies and notify the District when it is ready for reinpection. Contractor shall be responsible to pay for all reinspection services conducted – these charges shall be processed as a deductive change order to the contract.
   3. When District determines that the Work is acceptable under the Contract Documents, District will request Contractor to make closeout submittals.

D. Final adjustments of accounts:
   1. Submit a final statement of accounting to District, showing all adjustments to the Contract Sum and complete and execute on company letterhead an Agreement and Release of Any and All Claims to the District.
   2. If so required, District shall prepare a final Change Order for submittal to Contractor, showing adjustments to the Contract Sum that were not previously made into a Contract Modification.

1.5 FINAL CLEANING

Contractor shall comply with all applicable requirements in Section 01710 (Cleaning).

1.6 MATERIAL, EQUIPMENT AND FINISH DATA

Submit two sets of data for primary materials, equipment, and finishes as required under each Specification Section prior to final inspection, bound in 8-½ inches by 11 inches three-ring binders with durable plastic covers to District for District’s records.

1.7 PROJECT GUARANTEE

A. Requirements for Contractor’s guarantee of completed Work are included in the Supplemental General Conditions) Guarantee Work done under Contract against failures, leaks, or breaks or other unsatisfactory conditions due to defective equipment, materials, or workmanship, and perform repair work or replacement required, at Contractor’s sole expense, for period of two years from date of Final Acceptance.

B. Neither recordation of Final Acceptance nor final certificate for payment nor provision of the Contract nor partial or entire use or occupancy of premises by District shall constitute acceptance of Work not done in accordance with Contract Documents nor relieve Contractor of liability in respect to express warranties or responsibility for faulty materials or workmanship.

C. District may not require correction or replacement of a defective or non-conforming article, Contractor shall pay to the District such portion of the Contract price as is equitable in the circumstances as determined by the District per Article 12.03 of the 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,
1.8 WARRANTIES

A. Execute Contractor’s submittals and assemble warranty documents, and installation, As Builts executed or supplied by Subcontractors, suppliers, and manufacturers.
   1. Provide table of contents and assemble in 8½ inches by 11 inches three-ring binder with durable plastic cover, appropriately separated and organized.
   2. Include contact names and phone numbers for District personnel to call during warranty period.
   3. Assemble in Specification Section order.

B. Submit material prior to final application for payment.
   1. For equipment put into use with District’s permission during construction, submit within 14 Days after first operation.
   2. For items of Work delayed materially beyond Date of Substantial Completion, provide updated submittal within 14 Days after acceptance, listing date of acceptance as start of warranty period.

C. Warranties are intended to protect District against failure of Work and against deficient, defective and faulty materials and workmanship, regardless of sources.

D. Limitations: Warranties are not intended to cover failures that result from the following:
   1. Unusual or abnormal phenomena of the elements
   2. Vandalism after Substantial Completion
   3. Insurrection or acts of aggression including war

E. Related Damages and Losses: Remove and replace Work which is damaged as result of defective Work, or which must be removed and replaced to provide access for correction of warranted Work.

F. Warranty Reinstatement: After correction of warranted Work, reinstate warranty for corrected Work to date of original warranty expiration or to a date not less than one year after corrected Work was done, whichever is later.

G. Replacement Cost: Replace or restore failing warranted items without regard to anticipated useful service lives.

H. Warranty Forms: Submit drafts to District for approval prior to execution. Forms shall not detract from or confuse requirements or interpretations of Contract Documents.
   1. Warranty shall be countersigned by manufacturers.
   2. Where specified, warranty shall be countersigned by Subcontractors and installers.

I. Rejection of Warranties: District reserves right to reject unsolicited and coincidental product warranties that detract from or confuse requirements or interpretations of Contract Documents.

J. Term of Warranties: For materials, equipment, systems, and workmanship, warranty period shall be two years minimum from date of Final Completion of entire Work except where:
   1. Detailed specifications for certain materials, equipment or systems require longer warranty periods.
   2. Materials, equipment or systems are put into beneficial use of District prior to Final Completion as agreed to in writing by District.

K. Warranty of Title: No material, supplies, or equipment for Work under Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or 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 improvements and appurtenances constructed or placed thereon by Contractor, to District free from any claim, liens, security interest, or charges, and further agrees that neither Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by Contract shall have right to lien upon premises or improvement or appurtenances thereon. Nothing contained in this paragraph, however, shall defeat or impair right of persons furnishing materials or labor under bond given by Contractor for their protection or any rights under law permitting persons to look to funds due Contractor in hands of District.
1.9 RELEASE OF CLAIMS

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.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION
SECTION 13701
SECURITY GENERAL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

A. Drawings and specific provisions of this Contract, including the General Conditions, apply to the work specified in this section.

1.2 RELATED WORK NOT IN THIS SECTION

A. General and specific provisions of these Specifications apply to the work specified in this Section, as well as:

   1. Security Management System (Section 13721)

1.3 TERMINOLOGY

A. The Peralta Community College District is referred to in the Specification Documents as the District, and the bid respondent is referred to as the Contractor.

B. The term "Documents" refers to all contract specifications and drawings.

C. Unless otherwise called out in the documents by a specific discipline, the terms “Contractor” and “Security Contractor” shall be considered synonymous.

D. The terms “provide” and “furnish and install” shall be considered synonymous.

1.4 NAME, LOCATION, AND ACCESS TO THE PROJECT

A. Project Locations:

   1. Peralta Community College District Offices, 333 East 8th Street, Oakland, CA 94606.
   2. College of Alameda, 555 Ralph Appezzato Memorial Parkway, Alameda, CA 94501.
   3. Berkeley City College, 2050 Center Street, Berkeley CA 94704.
   4. Laney Community College, 900 Fallon Street, Oakland CA 94607
   5. Merritt College, 12500 Campus Drive, Oakland, CA 94619.

B. Access To The Project:

   1. Contractor personnel and delivery personnel shall comply at all times with the regulations of the responsible District personnel.

   2. Permission for access to this facility may be revoked for all persons who violate District or campus rules, parking restrictions, and directions of the responsible District personnel.
1.5 PERMITS AND INSPECTIONS

A. Obtain and pay for all permits and inspections required for the work.

B. Furnish materials and workmanship for this work in conformance with all applicable legal and code requirements.

C. Perform all tests required herein, or as may be reasonably required to demonstrate conformance with the Specifications and a functioning operational security system or with the requirements of any legal authority having jurisdiction.

D. Obtain review from compliance officials responsible for enforcement of applicable codes and regulations to establish that the work complies with all requirements of reference codes indicated herein.

1.6 DESCRIPTION OF WORK

A. This contract is for providing and installing the ACAMS equipment for the Peralta Community College District, Oakland California Smart Classroom Project.

B. This Division requires the furnishing and installation of all items specified herein, indicated on the Drawings or reasonably inferred as necessary for safe and proper operation; including every article, device or accessory (whether or not specifically called for by item) reasonably necessary to facilitate each system’s functionality as indicated by the design and the equipment specified.

C. Elements of the work include, but are not limited to, materials, labor, supervision, supplies, equipment, transportation, storage, utilities, and all required licenses.

D. All work performed under this Project shall be in accordance with the Specifications and are subject to the terms and conditions of the Contract.

1.7 LOCATIONS AND SPACE REQUIREMENTS

A. Contractor shall fully inform himself regarding peculiarities and limitations of spaces available for installation of work under this Division. Work specified shall be installed and arranged in a manner satisfactory to the District. The Contractor shall coordinate all locations and space requirements with the District, prior to installation.

B. Verify all spaces, dimensions for all devices, equipment, panels, etc., furnished under this Division, and equipment furnished under other Sections.

C. Obtain all necessary rough-in data and dimensions for all work to be performed under this Division.

D. Maintain headroom clearances and accessibility, as well as ceiling heights. Maintain clear space directly above ceilings unless specifically approved by the District.

E. Coordinate with the work of other on-site Contractors to prevent interference with this installation. Notify the District when interference is noted. Do not proceed with work until interference is resolved by the District in writing.

F. The Contractor shall verify that suitable environmental conditions exist in equipment locations,
prior to mounting security equipment. If necessary, the Contractor shall notify the District if inadequate environmental conditions exist prior to installation of equipment.

1.8 SPECIFICATIONS

A. Prior to locating security devices, and all other items, obtain District’s approval as to exact installation location.

B. The District reserves the right to make any reasonable change in location of any outlet or device before installation, without additional cost to the District.

1.9 DISCREPANCIES

A. Clarification: Clarification shall be obtained before submitting a bid for the work under this Division as to discrepancies or omissions from the Specifications or questions as to the intent thereof through the use of a Request For Information directed to the District representative.

B. Detailed Instructions: Should it appear that the work hereby intended to be performed or any of the materials relative thereto, is not sufficiently detailed or explained in the Specifications, then the Contractor shall apply in writing to the District for such further explanations as may be necessary, allowing a reasonable time for the District to provide them. The Contractor shall conform to them as a part of the Contract without additional cost to the District.

C. Interpretations: Should any doubt or question arise respecting the true meaning of the Specifications, reference shall be made to the District, or its authorized representative and the Consultant, whose written decision shall be final and conclusive. No alleged statement by the District or the Consultant will be accepted as an excuse for inferior work.

D. Contractor Agreement: Consideration will not be granted for the misunderstanding of the amount of work to be performed. Tender of a bid conveys full Contractor agreement of the items and conditions specified, shown, scheduled, or required by the nature of the project.

1.10 QUALITY ASSURANCE

A. General

1. All materials, equipment, and parts comprising the units specified herein shall be new and unused, of current manufacturer and of highest grade.

2. Only products and applications listed in this Section may be used on the project.

1.11 CONTRACTOR QUALIFICATIONS

A. All system components shall be installed by a Contractor of established reputation and experience, who has completed similar installations, utilizing the systems specified for this project, for a period of at least three (3) years and who shall be able to refer to similar installations rendering satisfactory service.

B. Contractor who will be performing services for the District shall maintain all current licenses, Lenel Value Added Reseller (VAR) certification, and Master Level Technical certifications required to provide the specific work of this Contract.

C. Contractor shall be an authorized reseller/dealer and a factory certified installer of all products specified herein.
D. Contractor shall utilize installation and service technicians who are factory trained and Lenel Master Level certified and who are capable of installing and maintaining the system and providing reasonable service. Copies of technician's Master Level Certifications for the technicians performing work on this project shall be submitted by the Contractor with the original bid. Failure to submit these documents may result in rejection of the Contractor's Bid.

1.12 INSTALLATION

A. Systems shall be installed by competent tradesmen, skilled in this class of installation.

B. Contractor shall install systems in a manner that is consistent with the provisions and intent of the Specifications and the referenced Codes and Standards, and in accordance with equipment manufacturer's written Specifications and instructions.

C. All installation workmanship shall be accomplished in a neat and professional manner, meeting industry standards. This shall include, but not be limited to, furnishing proper grounding of data lines and devices, providing neat wire and cable routing, identification of cables and/or conductors by point numbers; providing secure wire termination's, splices, ease of access for maintenance and testing, plumb and level installation of devices, etc.

D. Furnish and install all materials, equipment, sensors, devices, relays, wiring and connectors, etc., to all building systems and equipment, as necessary for a complete system installation.

1.13 SUBMITTALS

A. In addition to the submittal requirements detailed in the Contract Documents, the Contractor shall submit product and system information as detailed below.

B. At a minimum, Equipment Submittals shall include the following:

1. The following shall be submitted for review and comment prior to the purchase and installation of equipment:
   a. Manufacturer’s Data: Specifications and installation instructions for each piece of equipment. Submit originals or laser printed white paper, no photo or facsimile copies.
   b. Submit product data for all products furnished (cut sheet shall include manufacturer, part number, accessories & options selected, color (if applicable), and a brief product description (if available).
   c. Submit product data sheets for all wire & cable (sheet shall include cable description, jacket rating, outside diameter of the overall wire or cable, manufacturer, and part number).
   d. Provide delivery dates for all equipment.

2. Functional block diagrams showing integrated relationship of all equipment, cabling, and termination points on one (1) drawing.

C. Materials installed or work performed without Equipment Submittal approval shall be done at the risk of the Contractor and the cost of removal of such material or work that is determined to be unsatisfactory for any reason shall be at the expense of this Contractor.
1.14 MATERIAL SUBSTITUTIONS

A. The equipment chosen for this project has been selected by the District and the Consultant to be included in this project based upon integration requirements throughout facilities and quality and performance of the product. Therefore, no substitutions will be accepted unless otherwise noted. Any substitutions must be submitted for consideration prior to the bid.

B. Any substitution requests must be submitted for approval. Substitutions requests must be equivalent to the specified product. The burden of proof of such shall rest with the Contractor submitting the substitution request. In the substitution request, the Contractor must show that the substituted article or material is equivalent to the one specified. The acceptance or rejection of any and all substitution requests reside solely with the District. Approved substitutions shall not relieve the Contractor of responsibilities for the proper execution of the work, or from any provisions of the specifications.

1.15 PROJECT SCHEDULING

A. The Contractor shall conform to the scheduling requirements of the overall project as defined and provided by and coordinated with the District.

1.16 STANDARDS AND CERTIFICATIONS

A. All work shall be in accordance with the latest edition of the Uniform Building Code (UBC), National Electric Code (NEC), California State Fire Marshal, and all other State and local codes and ordinances that may prevail.

1.17 WARRANTY

A. All equipment, materials, and workmanship shall be guaranteed for a period of twelve (12) months from the date of final system acceptance at no expense to the District. This warranty shall include all materials provided by the District as part of this contract.

1. Any defects due to faulty materials, methods of installation, or workmanship within this period shall be repaired or replaced under the work of this Division, within 24 hours of notification by the District, and at no expense to the District.

2. Within one (1) hour of being contacted by the District for a warranty repair, the Contractor shall provide response to the District indicating when on-site service response will be provided with the understanding that all on-site service response on warranty items shall be within a maximum of four (4) hours from the time of notification by the District, and shall be provided 24 hours a day, seven days a week, year-round, with holidays not excepted from service availability.

3. Warranty repairs shall only be made by technicians who are qualified and certified to repair those components.

4. It shall be understood that replacement parts or equipment, which require shipping/mailing to the Contractor, shall be shipped/mailed in the most expedient manner possible (i.e., overnight express mail) for next-day delivery and replacement.

5. No material substitutions shall be made which deviate from the original installation without prior written approval by the District.
POWER

A. 120VAC UPS power shall be provided by the District at all locations where power is required.

1.18 GROUNDING

A. In order to minimize problems resulting from improper grounding and to achieve maximum signal-to-noise ratios, the following grounding procedures shall be adhered to:

1. Facilities Ground: The facilities ground shall be utilized at each power location.

2. Secondary system grounding conductors shall be provided from all racks, ungrounded equipment, etc., as applicable, in each area to the primary facilities grounding point for that area.

3. All pair shields shall be grounded at one point only. Cables that originate from equipment in electrical rooms and serve field devices shall be grounded to the signal ground terminal in the electrical room.

1.19 SUPERVISION

A. Contractor shall have a factory-trained engineer available to assist and supervise any and all system installation personnel at all times that the Contractor has personnel on site working on the project.

B. The Contractor shall also guarantee that a Project Manager and a Project Engineer shall be available, at the District or the Consultant's request, at any time during installation, up to, and including, final acceptance testing.

C. Contractor shall review the General Conditions for further Supervision Requirements.

1.20 REPLACEMENT

A. Promptly replace components that are damaged beyond satisfactory field repair before their acceptance, with undamaged, new components, at no additional cost to the District.

1.21 CLEANING AND ADJUSTING

A. The Contractor shall protect and, where necessary, cover all installed devices to protect from dust and debris during construction.

B. After all other general construction work has been substantially completed, clean devices, fixtures, panels, and any equipment, material, surface, whether a part of this scope of work or not, which has been soiled as a result of work by the Contractor. Remove all dust, dirt, grease, or other marks. Leave work in clean condition, subject to the final written acceptance, which will not be unreasonably withheld, by District, or its authorized representative.

1.22 OPERATOR TRAINING

A. Contractor shall conduct operation and maintenance training for up to six (6) personnel on the system hardware prior to system acceptance. Training shall include installation, service and maintenance of all specified hardware. Trainer shall review and use documentation, as specified.
B. Contractor shall provide a training outline for approval by the District two (2) weeks after notice to proceed. In addition to training materials, Contractor shall provide student workbooks for each trainee. Workbook format and content shall also require approval by the District prior to the start of training sessions. Additional training past completion of contract (final payment) should be arranged between the District and the Contractor by separate agreement.

C. The database for the project shall be utilized during training to give the users a project specific example to learn from.

D. Assume a minimum of two training sessions, each a maximum of four hours in duration.

1.23 ACCEPTANCE TESTING AND COMMISSIONING

A. On-Site Acceptance Testing and Commissioning Service:

1. The Contractor shall perform on-site Acceptance Testing with witness by the District and the Consultant, providing all personnel and equipment necessary to perform these tests. Should the system be unacceptable for testing (i.e. erroneous programming, numerous devices malfunctions, mis-terminated and/or un-terminated devices) the Acceptance Testing will be canceled and rescheduled. Any costs incurred by the District and the Consultant, because of canceling and rescheduling the Acceptance Testing, including time and reimbursable expenses incurred as part of the re-testing process, shall be the responsibility of the Contractor.

2. Upon completion of acceptance testing, the Consultant shall generate a punch list of deficient items. The Contractor shall have ten (10) business days, from receipt of the punch list, to resolve all items included in the punch list.

3. Upon completion of punch list items the Contractor shall perform follow-up on-site acceptance tests with witness by the District. If there are deficiencies remaining after the follow-up testing that require further testing by the District then the costs incurred by the District, or its authorized representative for the additional follow-up tests, including time and reimbursable expenses, shall be the responsibility of the Contractor.

1.24 TESTING

A. Site Tests

1. The Contractor shall perform a 100% pretest of the system prior to final testing by the District and Consultant. The Contractor shall provide the District with a minimum of a 5-day notice prior to scheduling of final testing.

2. Contractor shall provide written results of pre-test including date of pre-test and name of technician performing pre-test.

B. Test Preparation

1. The Contractor shall prepare and furnish test forms listing each device with columns for pass, fail, comments, and date tested.

1.25 RECORD DOCUMENTS

A. Site Prints: The Contractor shall maintain a set of clearly marked black-line prints of the Construction Drawings, at the job site, which shall be used for recording the work details, final
size, location, interrelation, and similar items of all work under this Division. This set of Construction Drawings shall be corrected daily as the work progresses and shall clearly indicate all changes to suit field conditions, changes made by “Field Order” or “Change Order,” and accurate dimensions of all buried or concealed work. Precise locations of all concealed work, locations of all concealed boxes, controls and devices and any deviations from the work shall be referenced by at least two (2) permanent structure points.

B. Upon completion of the work, the Contractor shall incorporate into CAD files (AutoCAD) all marks from the site prints and shall produce two (2) bond sets of Draft Record Drawings for use and verification during acceptance testing. The Draft Record Drawings shall utilize the latest Architectural background drawings and shall incorporate all modified drawings, or any other drawings which were developed by the contractor during the installation process. Any changes required to the Draft Record Drawings as a result of acceptance testing shall be redlined on these sets during the acceptance testing.

C. Upon completion of the acceptance testing, the Contractor shall incorporate into AutoCAD all changes made during acceptance testing and produce one (1) set of bond drawings for review and acceptance by the Consultant. Should the drawings be unacceptable for review (i.e. numerous errors mis-referenced and/or mislabeled devices etc.) the drawings will be rejected. Any costs incurred by the Consultant, as a result of the review process, shall be the responsibility of the Contractor. Upon the Consultant acceptance of the Record Drawings the Contractor shall produce one (1) set of clean Record Drawings on bond and one (1) set of Record Drawings burned to CD. The Record Drawings shall be clearly marked and signed on each sheet as follows:

```
CERTIFIED RECORD DRAWINGS

DATE: ________________________________

______________________________
(NAME OF GENERAL CONTRACTOR)

______________________________
BY: (SIGNATURE)

______________________________
(NAME OF SUBCONTRACTOR)

______________________________
BY: (SIGNATURE)
```
D. Operation and Maintenance Manuals: The following shall be submitted by Contractor for review and comment at the completion of the project:

1. General: Furnish a white, 3-ring binder with front cover and spine clear pockets for insertion of the manual name and project information. Manual shall be indexed with individual dividers (Avery LSK-5 or LSK-8).

2. Functional Design Manual: Includes a detailed explanation of the operation of the system.

3. Hardware Manual which includes:
   a. Pictorial parts list and part numbers.
   b. Pictorial and schematic electrical drawings of wiring systems, including devices, control panels, and instrumentation.
   c. Telephone numbers for the authorized parts and service distributors.
   d. Include all service bulletins.

4. Software Manual which includes:
   a. Use of system and applications software.
   b. Initialization, start-up, and shut down procedures.
   c. Alarm Reports

5. Operator's Manual which fully explains all procedures and instructions for the operation of the system and includes:
   a. Computer and peripherals
   b. System start-up and shut down procedures
   c. Use of system, command, and applications software.
   d. Recovery and restart procedures
   e. Graphic alarm presentation
   f. Use of report generator and generation of reports.
   g. Data entry operator commands
   h. Alarm messages and reprinting formats.
   i. System access requirements.

6. Maintenance Manual which includes:
   a. Instructions for routine maintenance listed for each component and a multi-page
summary of all components’ routine maintenance requirements.

b. Detailed instructions for repair of the security system.

c. A summary of the software licenses, including license numbers, quantity of clients, summary of the software options provided, and database capabilities.

d. A summary of the TCP/IP address used and which system component they are associated with. Include the gateway address, subnet mask, DNS server, and host name information.

7. Test Results Manual, which includes the document results of all tests, required under this Specification, organized by System and Floor.

1.26 MAINTENANCE AGREEMENT

A. The Contractor shall be responsible for maintenance of all installed equipment (new and existing) during the one (1) year warranty period following system acceptance at no expense to the District. Maintenance of the system shall include an annual cleaning of all equipment and installation of any manufacturer issued software patches or upgrades on any components installed as part of this contract prior to expiration of the (1) year warranty. The Contractor shall not include in the base bid, any provisions for additional maintenance beyond the one (1) year warranty period.

PART 2 - PRODUCT

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION
SECTION 13721
SECURITY MANAGEMENT SYSTEM

PART 1 - GENERAL

1.1 RELATED REQUIREMENTS

A. Drawings and specific provisions of this Contract, including the General Conditions, apply to the work specified in this section.

1.2 RELATED WORK NOT IN THIS SECTION

A. General and specific provisions of these Specifications apply to the work specified in this Section, as well as:

1. Security General Requirements (Section 13701)

1.3 DESCRIPTION OF WORK

A. The work of this contract is to provide, furnish, configure, program and install ACAMS wireless locks, gateways and associated devices in conjunction with the "Smart Classrooms Project" for the Peralta Community College District (District).

B. Contractor shall provide all labor, materials, equipment, services, etc., necessary to furnish and install complete and in place all security control devices including, but not limited to:

1. Installation, configuration, programming and testing of new wireless access control locks at the locations shown on the Drawings.

2. Installation, configuration, programming and testing of new wireless PoE gateways at locations shown on the Drawings. Category 5e cabling for the new wireless gateways will be provided under a separate contract.

3. Coordination of the termination of wireless gateways to new and existing PoE switches with the District.

4. Configuration and programming of all wireless locks, both in the field and within the District’s existing Lenel OnGuard Enterprise Access Control and Alarm Monitoring System (ACAMS).

5. Programming of cardholder access rights within the ACAMS.

C. Perform all tests required herein, or as reasonably required to demonstrate the system is in conformance with the Drawings and Specifications and that its intended operation meets the requirements of any legal authority having jurisdiction.

D. Elements of the work include, but are not limited to, materials, labor, supervision, supplies, equipment, transportation, storage, utilities, and all required licenses.

E. Deliver a complete and operating system as intended, shown, and specified.

F. Exact programming and configuration will require close coordination with the District prior to
installation.

G. All nomenclature of all other integrated programming requirements shall be closely coordinated with the District.

H. These Specifications are not meant to be all-inclusive, and the Contractor is required to make adjustments accordingly. Included in the scope of work is all necessary software, hardware, equipment, cabling, connectors, goods and services, etc., whether specified here or not, such that said performance of work fulfills the intent of this Specification and renders this Project complete, functional and fully operational meeting the requirements of the District.

1.4 DESCRIPTION OF OPERATIONS

A. The system is designed to provide positive access control and alarm monitoring functionality through the utilization of wireless, battery operated access control locks, installed at select Smart Classrooms throughout the District.

B. Wireless gateways shall be connected to new Ethernet network switches provided as part of this project for Berkeley City College as well as to existing District Ethernet network switches.

C. Each wireless lock will communicate to the ACAMS through an associated wireless gateway. Each gateway will be PoE enabled and configured to operate on the District LAN. Coordination of the programming, configuration and termination of the wireless gateways with the District is required.

D. The system shall be configured to provide a user configurable poling time duration on a per lock basis. This will set the communication time interval between poling cycles. Coordination of the poling times on a per lock basis with the District is required.

E. The system shall be configured to provide near real-time monitoring of all access card events, (valid and invalid card reads, including the cause of all invalid attempts) at each lock as set by the poling cycle.

F. The wireless locks shall be configured to report near real-time tamper, door forced, door held, and request-to-exit events during each poling cycle.

G. The wireless locks shall be configured to report near real-time battery status and percentage of remaining charge during each pooling.

H. The system shall be configured to allow a “double tap” access event (two valid card reads within a three second window from a card configured to permit double tap functionality) to toggle the associated lock between a lock and an unlocked state.

I. The system shall be configured to allow a “Lock Down” signal to be sent to each lock from the associated wireless gateway at each polling cycle.

J. All lock and wireless gateway events will be monitored and recorded by the ACAMS. Configuration and Programming of the ACAMS to patrician event reporting information based on system user login assignments is required.
PART 2 - PRODUCT

2.1 MATERIALS AND EQUIPMENT

A. Unless otherwise noted, all materials and equipment shall be new, of the type, capacity, and quality specified and free from defects. Material shall bear the label of Lenel, or be listed by the Underwriters' Laboratories unless of a type for which label or listing service is not provided.

B. Materials shall be of same brand or manufacturer throughout for each class of material or equipment, wherever possible.

2.2 ACAMS SOFTWARE

A. The ACAMS software is existing. Coordinate all programming and configuration requirements with the District prior to commencement of work.

2.3 DEVICE HARDWARE REQUIREMENTS

A. Intelligent Lock System
   1. Shall operate at 900MHz.
   2. Shall utilize AES-128bit encryption.
   3. Shall verify credential in less than one (1) second.
   4. Shall have a minimum capacity of 5,000 card holders.
   5. Shall have a minimum wireless communication range of 100'.
   6. Shall operate on three (3) AA 1.5V alkaline batteries with a two (2) year battery life.
   7. Intelligent lock shall be by Lenel, Model C4P6GL1Cxx0 for Cylindrical and C4P6GF1Cxx0 for Mortise. Confirm finish, handing and handle style on a door by door basis with the District prior to installation.

B. Wireless Gateway
   1. Shall operate at 900MHz.
   2. Shall utilize AES-128bit encryption.
   3. Shall support up to 32 locks.
   4. Shall be 10/100Mbps (autosensing).
   5. Input power shall be IEEE 802.3af PoE.
   6. Wireless Gateway shall be by Lenel, Model PoE Wireless Gateway.
C. Mobile Configurator

1. Shall allow initial set up of Intelligent Lock.

2. Shall have a 3.5” QVGA LED touch screen.

3. Shall have rechargeable Li-Ion batteries.

4. Mobile Configurator shall be by Lenel, Model MC70. Provide one (1) unit to be used during installation and testing.

D. 48 Port Stackable PoE Ethernet Switch

1. Shall have the following features.
   a. Rack mountable.
   b. Managed.
   c. Stackable.
   d. 48 x RJ45 Ports.
   e. PoE enabled.
   f. 10/100/1000 Mbps.
   g. VLAN Support.
   h. SNMP enabled.
   i. Power: 100 to 240 VAC.

2. 48 Port Stackable PoE Ethernet Switch shall be Cisco, Model WS-C2960S-48FPD-L. Provide three (3) units.

E. 24 Port Stackable PoE Ethernet Switch

1. Shall have the following features.
   a. Rack mountable.
   b. Managed.
   c. Stackable.
   d. 24 x RJ45 Ports.
   e. PoE enabled.
   f. 10/100/1000 Mbps.
   g. VLAN Support.
h. SNMP enabled.

i. Power: 100 to 240 VAC.

2. 24 Port Stackable PoE Ethernet Switch shall be Cisco, Model WS-C2960S-24PD-L.
   Provide two (2) units.

F. Spare Parts:

1. Spare parts shall be provided to the District in factory sealed, unbroken packaging.

2. Provide the following spare parts:
   b. Three (3) Wireless Mortise Lock cartridges.
   c. Three (3) Wireless Cylindrical Lock cartridges
   d. Two (2) Mobile Configurators.
   e. One (1) WS-C2960S-48FPD-L. 48 Port Stackable PoE Ethernet Switch

3. All spare parts must be provided to the District with verified receipt prior to final acceptance testing.

2.4 POWER REQUIREMENTS

A. Wireless Locks:

1. Provide all batteries required for each wireless lock. Batteries are to be new at the time of installation.

2. Verification and validation that batteries show 100% capacity at the time of lock activation is the responsibility of the Contractor.

3. Batteries in any lock showing less than 90% battery capacity at the time of final acceptance testing shall be replaced by the Contractor at no additional charge to the District.

B. Wireless Gateways:

1. The Contractor shall check the adequacy of all PoE power and wiring before making final connections and applying power to the equipment.
PART 3 - EXECUTION

3.1 GENERAL

A. The Contractor shall have at least one Lenel Master Certified factory trained representative on-site during all programming and configuration activity.

B. Perform all work in accordance with acknowledged industry and professional standards and practices and the procedures specified herein.

C. A complete, operating system shall be provided. Include all devices specified including basic components and accessories, interconnecting wiring and other equipment and installation devices necessary for a complete system as specified.

3.2 PROGRAMMING

A. System programming shall only be performed by a Lenel Master Certified factory trained representative.

B. Coordinate all programming activities with the District prior to commencement of programming.

C. Programming shall include but not be limited to:
   1. All wireless lock configuration parameters on a per lock basis.
   2. All wireless gateway configuration parameters on a per gateway basis.
   3. Access privileges, groups and assignments for each lock as well as each respective card holder (assume 500 card holder records will require lock assignments).
   4. Monitoring group and patrician assignments of locks on a global, per campus, per area, and per building basis.
   5. Any other programming activity that may be required to render the system 100% functional and intended, designed and shown.

3.3 WIRELESS LOCKS

A. Installation:
   1. Install locks in accordance with manufacturer’s recommendations, instructions, and industry standards.
   2. Install locks straight, level and plumb to doors.
   3. Utilize the “Mobile Configurator” to configure all wireless locks.
   4. Coordinate the installation and testing of all locks with the District.
3.4 WIRELESS GATEWAYS

A. Installation:
   1. Coordinate the termination and network configuration of each wireless gateway with the District and the Smart Classroom Project ITS Contractor.
   2. Coordinate exact location of wireless gateways with the District prior to installation.
   3. Confirm signal distribution and propagation of each wireless gateway prior to final mounting.

3.5 MOBILE CONFIGURATOR

A. At the conclusion of final acceptance testing, but prior to final project completion, deliver the Mobile Configurator (including the original packaging) utilized during installation and testing to the District.

3.6 STACKABLE 48 AND 24 PORT PoE SWITCHES

A. Deliver all Ethernet switches to the District.

B. District IT department will install and configure.

C. Coordinate termination and wireless gateway programming assignments and IP addressing with the district.

END OF SECTION
SECOND FLOOR SECURITY SYSTEM PLAN