

Compton Community College District
RFP CCC-081
Student Housing Project
Table of Contents

1. Division 00 – Contract Documents

00 01 00	Table of Contents
00 11 13	Notice Calling for Bids
00 21 13	Instructions for Bidders
00 41 00	Bid Proposal
00 42 13	Alternate Bid Items Proposal Form
00 43 24	Pre-Bid Inquiry Form
00 43 36	Subcontractors List
00 45 13	Statement of Qualifications
00 45 19	Non-Collusion Affidavit
00 45 26	Certificate of Workers Compensation Insurance
00 45 27	Drug-Free Workplace Certification
00 45 28	DVBE Program Policy
00 45 28.01	DVBE Attachment A, Bidder DVBE Statement
00 45 28.02	DVBE Attachment B, Subcontractible Items
00 45 28.03	DVBE Attachment C, DVBE Participation Summary
00 45 28.04	DVBE Attachment D, DVBE Certification
00 45 28.05	DVBE Attachment E, DVBEs Contacted
00 45 28.06	DVBE Attachment F, DVBE Sub-Bids Not Accepted
00 45 28.07	DVBE Attachment G, Verification of DVBE Contacts
00 45 28.08	DVBE Attachment H, Agency Contacts
00 52 00	Agreement
00 61 10	Bid Bond
00 61 13	Performance Bond
00 61 14	Labor and Material Payment Bond
00 61 17	OCIP Forms and Manual
00 62 90	Verification of Certified Payroll Records Submittal to Labor Commissioner
00 65 36	Guarantee Form
00 65 37	Contractor Certification of Subcontractor Claims
00 72 00	General Conditions
00 73 00	Special Conditions

2. Division 01 – Project Procedures

01 01 00	Summary of Work
01 21 00	Allowances
01 23 00	Alternates

01 25 00	Contract Modification Procedures
01 29 00	Payment Procedures
01 30 40	Post Bid Interview
01 30 50	Construction Procedures Manual
01 31 00	Project Coordination
01 32 00	Acceleration of Work
01 33 00	Submittal Procedures
01 35 10	Alteration Project Procedures
01 42 00	References
01 43 80	Work Plan and Milestone Schedule
01 45 00	Quality Control
01 50 00	Temporary Facilities and Controls
01 56 39	Temporary Tree and Plant Protection
01 62 00	Product Options
01 63 00	Product Substitution Procedures
01 70 00	Cleaning
01 72 20	Field Engineering
01 73 00	Execution
01 73 20	Cutting and Patching
01 74 00	Warranties and Guarantees
01 77 00	Closeout Procedures
01 78 20	Project Record Documents
01 78 50	Operating and Maintenance Data
01 81 00	Commissioning

RFP Attachments

Attachment 1	Increment 1 Drawings
Attachment 2	Increment 2 Drawings
Attachment 3	Increment 1 Specifications
Attachment 4	Increment 2 Specifications
Attachment 5	Increment 1 DSA 103 Form
Attachment 6	Increment 2 DSA 103 Form
Attachment 7	Geotechnical Report
Attachment 8	As-Built Sewer Lift Station
Attachment 9	Cut-Sheets
Attachment 10	Material Board
Attachment 11	Sewer Capacity Study
Attachment 12	CGS Letter dated August 29, 2023
Attachment 13	Signage and Graphic Renderings
Attachment 14	Existing Utility Survey (Contractor to Verify)

**COMPTON COMMUNITY COLLEGE DISTRICT
 BID AND CONTRACT DOCUMENTS
 STUDENT HOUSING**

TABLE OF CONTENTS

Section Number	Document Description
00 01 00	Table of Contents
00 11 13	Notice Calling for Bids
00 21 13	Instructions for Bidders
00 41 00	Bid Proposal
00 42 13	Alternate Bid Items Proposal Form
00 43 24	Pre-Bid Inquiry Form
00 43 36	Subcontractors List
00 45 13	Statement of Qualifications
00 45 19	Non-Collusion Affidavit
00 45 26	Certificate of Workers Compensation Insurance
00 45 27	Drug-Free Workplace Certification
00 45 28	DVBE Program Policy
00 45 28.01	DVBE Attachment A, Bidder DVBE Statement
00 45 28.02	DVBE Attachment B Subcontractible Items
00 45 28.03	DVBE Attachment C, DVBE Participation Summary
00 45 28.04	DVBE Attachment D, DVBE Certification
00 45 28.05	DVBE Attachment E, DVBEs Contacted
00 45 28.06	DVBE Attachment F, DVBE Sub-Bids Not Accepted

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00 45 28.07	DVBE Attachment G, Verification of DVBE Contacts
00 45 28.08	DVBE Attachment H, Agency Contacts
00 52 00	Agreement
00 61 10	Bid Bond
00 61 13	Performance Bond
00 61 14	Labor and Material Payment Bond
00 61 17	OCIP Forms and Manual
00 62 90	Verification of Certified Payroll Records Submittal to Labor Commissioner
00 65 36	Guarantee Form
00 65 37	Contractor Certification of Subcontractor Claim
00 72 00	General Conditions
00 73 00	Special Conditions

NOTICE TO CONTRACTORS CALLING FOR BIDS

DISTRICT	COMPTON COMMUNITY COLLEGE DISTRICT
PROJECT DESCRIPTION	RFP CCC-081 STUDENT HOUSING
MANDATORY JOB WALK	4/2/2024 10 AM Meet at the east entrance of Instructional Building 1
LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS	2:00 PM Tuesday, May 07, 2024
LOCATION FOR SUBMISSION OF BID PROPOSALS	COMPTON COMMUNITY COLLEGE DISTRICT 1111 East Artesia Boulevard Compton, CA 90221 Building: C-Row, Business Services Office Office/Room: C-34
LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS	The District's Website: https://www.compton.edu/district/administrative-business-services/bid-proposal-requests.aspx

NOTICE IS HEREBY GIVEN that the Compton Community College District, through its Board of Trustees ("the District") will accept Bid Proposals for the Contract for **STUDENT HOUSING** ("the Work").

1. Submittal of Bid Proposals. All Bid Proposals shall be submitted on forms furnished by the District at or prior to the date and time set forth above.
2. Bid and Contract Documents. The Bid and Contract Documents can be obtained at:
<https://www.compton.edu/district/administrative-business-services/bid-proposal-requests.aspx>.
Bid and Contract Documents will be available after Tuesday, March 26, 2024. While the Bid and Contract Documents may be available through other Planrooms or sites, the District does not guarantee the authenticity or completeness of the Bid and Contract Documents obtained from such other Planrooms or sites. Bidders shall be solely responsible for reviewing the District's website and downloading any and all Project Documents and Addenda from the District's website.
3. Documents Accompanying Bid Proposal. The Bidder has submitted with this Bid Proposal the following: (i) Bid Security; (ii) Subcontractors List; (iii) Statement of Qualifications; (iv) Non-Collusion Affidavit; (v) DVBE Worksheets, Attachments A-G; (vi) Copy of Bidder's Illness Injury Prevention Plan.
4. Prevailing Wage Rates. Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of these determinations, entitled "PREVAILING WAGE SCALE" are available for review on the internet at http://www.dir.ca.gov/dlsr/statistics_research.html. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers in prosecution and execution of the Work. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations shall monitor compliance with prevailing wage rate requirements and enforce the Contractor's prevailing wage rate obligations.
5. Bidder and Subcontractors DIR Registered Contractor Status. Pursuant to and in accordance with Labor Code §1771.1, each Bidder must be a DIR Registered Contractor when submitting a Bid Proposal. The Bid Proposal of a Bidder who is not a DIR Registered Contractor when the Bid

Proposal is submitted will be rejected for non-responsiveness. All Subcontractors identified in a Bidder's Subcontractors' List must be DIR Registered contractors at the time the Bid Proposal is submitted.

6. Contractors' License Classification. The District requires that Bidders possess the following classification(s) of California Contractors License at the time that the Contract for the Work is awarded - B - General Building. The Bid Proposal of a Bidder who does not possess a valid and in good standing Contractors' License in the classification(s) set forth above will be rejected for non-responsiveness. Any Bidder not duly and properly licensed is subject to all penalties imposed by law. No payment shall be made for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed for the Work.
7. Owner Controlled Insurance Program ("OCIP"). The District may elect to implement an Owner Controlled Insurance Program ("OCIP") in connection with the construction of the Project. If elected, the District will provide the OCIP. Subject to meeting underwriter and other requirements of the OCIP, the OCIP will provide Workers' Compensation, Employer's Liability, General Liability, Contractors' Pollution Liability, and Builders Risk insurance for the Contractor (along with Enrolled Subcontractors) and other designated parties for Work performed at the Site. The District will pay all premiums associated with the OCIP, unless otherwise indicated in the Contract Documents. Insurance coverage provided under the OCIP is limited in scope and specific to Work performed after the inception date of enrollment into the OCIP. Labor and operations relating to the Work conducted away from the Site ("Offsite Operations") are not covered by the OCIP; the Contractor and Subcontractors shall obtain insurance for Offsite Operations as required by the Contract Documents. In addition to any insurance provided by the District through the OCIP, the Contractor and Subcontractors are responsible for obtaining insurance coverages required by General Conditions, Article 6. The District encourages Bidders to carefully review provisions of the Contract Documents relating to the OCIP and other insurance required to be maintained by the successful Bidder and to discuss insurance requirements with their insurance agents, brokers or insurance consultants to assure that all required insurance policies and minimum coverage amounts are maintained during the Work.
8. Disabled Veteran Business Enterprises ("DVBE") Participation Goal. Pursuant to Military & Veterans Code §999.2, the District has established a Good Faith Participation Goal for DVBEs of three percent (3%) of the value of the Work. The District's DVBE Participation Goal Policy ("DVBE Policy") is set forth in the Contract Documents. All Bidders shall submit to the District DVBE Worksheets establishing achievement of the DVBE Participation Goal or Good Faith Efforts to achieve the DVBE Participation Goal. Failure of any Bidders to comply with the DVBE Worksheet submission requirement will result in rejection the Bidder's Bid Proposal for non-responsiveness.
9. Contract Time. Substantial Completion of the Work shall be achieved as set forth in the Contract Documents; Liquidated Damages will be assessed for delayed Substantial Completion.
10. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in an amount not less than ten percent (10%) of the maximum amount of the Bid Proposal, inclusive of any additive Alternate Bid Item(s). A Bid Proposal which is not accompanied by the required Bid Security is non-responsive and will be rejected by the District.
11. Alternate Bid Items. If the bidding include(s) Alternate Bid Items for which each Bidder must propose pricing for each Alternate Bid Item, the District's selection of Alternate Bid Items for determination of the lowest bid shall be as set forth in the Instructions to Bidders.
12. No Withdrawal of Bid Proposals. Bid Proposals shall not be withdrawn by any Bidder for sixty (60) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

13. Job-Walk. The District will conduct a Mandatory Job Walk on Tuesday, April 02, 2024 beginning at 10:00 AM. Bidders are to meet at the entrance to Instructional Building 1 at Compton College for the Job Walk. Parking permit is \$3.00 and permits are available at parking kiosks in the parking lots. Please plan accordingly. If the Job Walk is mandatory, the Bid Proposal submitted by a Bidder whose representative(s) did not attend the entirety of the Mandatory Job Walk will be rejected by the District as being non-responsive.
14. Pre-Bid Inquiries. Bidders may submit pre-bid inquiries or clarification requests no later than 2:00 PM on Friday, April 12, 2024. Pre-bid inquiries or clarification requests shall be submitted only to David Lelie at: dlelie@gafcon.com. **Do not submit pre-bid inquiries directly to the District.**
15. Copies of Agreement and Bonds. The number of required executed copies of the Agreement are THREE (3). The number of required executed copies of the Performance Bond and the Labor & Materials Payment are THREE (3).
16. Award of Contract; Waiver of Irregularities. The Contract, if awarded, will be by action of the District's Board of Trustees to the responsible Bidder submitting the lowest priced responsive Bid Proposal. If Alternate Bid Items are included in the bidding, the lowest priced Bid Proposal will be determined on the basis of the Base Bid Proposal or on the Base Bid Proposal and the combination of Alternate Bid Items selected in accordance with the above. The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

Advertisement publication dates:
Tuesday, March 26, 2024
Monday, April 01, 2024

[End of Section]

INSTRUCTIONS FOR BIDDERS

1. **Bid Proposal.** Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids (“Call for Bids”) may be deemed non-responsive and rejected.
 - 1.1. **Completion of Bid Proposal.** Where required, numbers shall be stated by words and figures; words; conflicts between numbers stated in words and in figures are governed by the words. Bid Proposals are non-responsive and will be rejected if: (i) partially completed; (ii) submitted on forms other than those required by the District; (iii) erasures, interlineations or other corrections are not suitably authenticated by the initials of the person(s) signing the Bid Proposal adjacent to such erasure, interlineations or correction; (iv) a Bid Proposal, or portions thereof, is/are determined by the District to be illegible, ambiguous or inconsistent.
 - 1.2. **Submittal.** Bid Proposals shall be submitted in sealed envelopes bearing on the outside the Bidder’s name and address along with an identification of the Work for which the Bid Proposal is submitted. A Bid Proposal is deemed submitted only if the outer envelope containing the Bid Proposal is stamped by the District’s date/time stamp machine at the location where Bid Proposals are to be submitted.
 - 1.3. **Withdrawal; Modification.** No oral modification or withdrawal of a submitted Bid Proposal will be considered; a written request to modify or withdraw a submitted Bid Proposal will be considered only if the written request is received by the District before the public opening of Bid Proposals.
2. **Bid Security.** Each Bid Proposal shall be accompanied by Bid Security in the form of: (i) cash; (ii) certified or cashier’s check payable to the District; or (iii) a Bid Bond, in the form and content incorporated into the Contract Documents (the “Bid Security”) in an amount not less than ten percent (10%) of the maximum amount of the Bid Proposal. Bid Bonds must conform to the following: (i) the Bid Bond is in the form and content included herein; and (ii) the Surety is an Admitted Surety Insurer under Code of Civil Procedure §995.120; (iii) authorized employees or representatives of the Bidder and Surety execute the Bid Bond and their signatures are duly notarized; (iv) the Surety’s representative’s authority to bind the Surety is attached to the Bid Bond and duly attested to by the Surety; and (v) all other information required by the form of the Bid Bond is completely and accurately provided.
3. **Erasures; Inconsistent or Illegible Bid Proposals.** Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineations or correction the initials of the person(s) signing the Bid Proposal. If a Bid Proposal, or portions thereof, are determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such a Bid Proposal as being non-responsive.
4. **Examination of Site and Contract Documents.** Each Bidder shall, at its sole cost and expense, inspect the Site and to become fully acquainted with the Contract Documents prior to bid and conditions affecting the Work. The submission of a Bid Proposal is prima facie evidence of the Bidder’s full compliance with the foregoing requirements.
5. **Agreement and Bonds Upon Award of Contract.** If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Contract in the form attached hereto within five (5) calendar days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverage required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Material Payment Bond; (d) the Certificate of Workers’ Compensation Insurance; and (e) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District’s rescission of the award of the Contract and/or forfeiture of

the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals. The required number of executed copies of the Agreement and the form and content of the Performance Bond and the Payment Bond and other documents or instruments required at the time of execution of the Agreement are specified in the Contract Documents.

6. Pre-Bid Questions; Contract Document Interpretation and Modifications. Any Bidder in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with the Laws ("Pre-Bid Questions"), shall submit a request for an clarification, interpretation or correction thereof using the form of Pre-Bid Inquiry included with the Contract Documents. Bidders are solely and exclusively responsible for submitting Pre-Bid Questions no later than the time/date designated in the Call for Bids. Responses to Pre-Bid Questions will be by written addendum issued by, or on behalf of, the District. A copy of any such addendum will be posted to the District's website. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.
7. Interpretation of Drawings, Specifications or Contract Documents. Interpretations, modifications or corrections of the Contract Documents will be by written addendum issued by or on behalf of the District. No person is authorized to render an oral interpretation or correction of any portion of the Contract Documents to any Bidder, and no Bidder is authorized to rely on any such oral interpretation or correction.
8. Bidder's Assumptions. The District is not responsible for any assumptions made or used by the Bidder in calculating its Bid Proposal Amount including, without limitation, assumptions regarding costs of labor, materials, equipment or substitutions/alternatives for any material, equipment, product, item or system incorporated into or forming a part of the Work which have not been previously expressly approved and accepted by the District. The successful Bidder, upon award of the Contract by the District, if any, will be required to complete the Work for the amount bid in the Bid Proposal within the Contract Time and in accordance with the Contract Documents.
9. District's Right to Modify Contract Documents. Before the public opening and reading of Bid Proposals, the District may modify the Work, the Contract Documents, or portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained a copy of the Specifications, Drawings and Contract Documents pursuant to the Call for Bids. Failure of a Bidder to acknowledge addenda in its Bid Proposal will render the Bid Proposal non-responsive and rejected.
10. Bidders Interested in More Than One Bid Proposal; Non-Collusion Affidavit. No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not thereby disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District. Failure of a Bidder to submit a completed and executed Non-Collusion Affidavit with its Bid Proposal will render the Bid Proposal non-responsive.
11. Award of Contract. The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding. Award of the Contract, if made by the District through action of its Board of Trustees, will be to the responsible Bidder submitting the lowest priced responsive Bid Proposal.
 - 11.1. Responsive Bid Proposal. A responsive Bid Proposal shall mean a Bid Proposal which conforms, in all material respects, to the Bid and Contract Documents.
 - 11.2. Responsible Bidder. A responsible Bidder is a Bidder who has the capability in all respects, to perform fully the requirements of the Contract Documents and the moral and business

integrity and reliability which will assure good faith performance. In determining responsibility, the following criteria will be considered: (i) the ability, capacity and skill of the Bidder to perform the Work of the Contract Documents; (ii) whether the Bidder can perform the Work promptly and within the time specified, without delay or interference; (iii) the character, integrity, reputation, judgment, experience and efficiency of the Bidder; (iv) the quality of performance of the Bidder on previous contracts, by way of example only, the following information will be considered: (a) the administrative, consultant or other cost overruns incurred by the District on previous contracts with the Bidder; (b) the Bidder's compliance record with contract general conditions on other projects; (c) the submittal by the Bidder of excessive and/or unsubstantiated extra cost proposals and claims on other projects; (d) the Bidder's record for completion of work within the contract time and the Bidder's compliance with the scheduling and coordination requirements on other projects; (e) the Bidder's demonstrated cooperation with the District and other contractors on previous contracts; (f) whether the work performed and materials furnished on previous contracts was in accordance with the Contract Documents; (v) the previous and existing compliance by the Bidder with laws and ordinances relating to contracts; (vi) the sufficiency of the financial resources and ability of the Bidder to perform the work of the Contract Documents; (vii) the quality, availability and adaptability of the goods or services to the particular use required; (viii) the ability of the Bidder to provide future maintenance and service for the warranty period of the Contract; (ix) whether the Bidder is in arrears on debt or contract or is a defaulter on any surety bond; (x) such other information as may be secured by the District having a bearing on the decision to award the Contract, to include without limitation the ability, experience and commitment of the Bidder to properly and reasonably plan, schedule, coordinate and execute the Work of the Contract Documents and whether the Bidder has ever been debarred from bidding or found ineligible for bidding on any other projects. The ability of a Bidder to provide the required bonds will not of itself demonstrate responsibility of the Bidder.

11.3. Alternate Bid Items. The following shall apply if Alternate Bid Item(s) are included in the bidding for the Work.

11.3.1. Lowest Priced Responsive Bid Proposal. The lowest priced Bid Proposal shall be determined based on the Bidder's proposed pricing for the Base Bid Proposal and the cumulative proposed pricing for all Alternate Bid Items.

11.3.2. Alternate Bid Items Proposal. If the bidding includes Alternate Bid Items, the price(s) proposed by a Bidder for each Alternate Bid Item shall be set forth in the appropriate line item of the Alternate Bid Items Proposal form. If Alternate Bid Items are included in the bidding, each Bidder shall submit its completed and executed Alternate Bid Items Proposal Form with submission of the Bid Proposal. The Bid Proposal of a Bidder will be rejected for non-responsiveness if the Bidder fails to propose prices for each Alternate Bid Item included in the bidding.

11.3.3. Alternate Bid Items Not Included in Award of Contract. Bidders are referred to the provisions of the Contract Documents permitting the District, during performance of the Work, add or delete from the scope of the Work any or all of the Alternate Bid Items with the cost or credit of the same being the amount(s) set forth by in the Alternate Bid Items Proposal.

12. Subcontractors. Each Bidder shall submit a list of its Subcontractors for the Work as required by California Public Contract Code §§4100 et seq. on the form furnished. If a Bidder requires bonds of its Subcontractor(s), such requirements shall be specified in the Bidder's written or published request for sub-bids.

13. Workers' Compensation Insurance. Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of

the Contract. The successful Bidder shall sign and deliver to the District the Certificate of Workers Compensation Insurance incorporated into the Contract Documents.

14. OCIP.

14.1. General. Pursuant to Government Code §4420.5, Labor Code §§6300, et seq. and Title 8 of the California Code of Regulations, the District has implemented an OCIP for the Work as more particularly set forth herein and in the Contract Documents. Pursuant to the OCIP, the District shall purchase, provide and maintain for the benefit of the Contractor and its Subcontractors and Sub-Subcontractors, certain insurance for Workers' Compensation/Employer's Liability, General Liability, and Contractor's Pollution Liability as more particularly set forth in the Contract Documents, including but not limited to Article 6 of the General Conditions. Notwithstanding insurance coverages provided under the OCIP, the Contractor and its Subcontractors, Sub-Subcontractors and others shall purchase, provide and maintain certain other insurance coverage's not provided for under the OCIP as set forth in the Contract Documents, including but not limited to Article 6 of the General Conditions.

14.2. Bid Proposals Exclusion of Contractor/Subcontractor Insurance Costs. Bidders' pricing proposals in their Bid Proposals shall be exclusive of premium and other costs of the Bidder and its Subcontractors for the insurance coverages provided under the OCIP. The price proposal in each Bidder's Bid Proposal shall be inclusive of premium and other costs for obtaining and maintaining insurance coverages required by the Contract Documents, but not included in the scope of coverages afforded under the OCIP. Excluded insurance costs shall include self-funded insurance coverages, coverages requiring large deductibles and costs for any coverage above the self-funded or deductible portions.

14.3. Minimum Safety Requirements; Responsive Bid Proposal. In addition to other standards and requirements set forth herein relating to responsive Bid Proposals, a Bid Proposal will be deemed non-responsive and rejected by the District if the Minimum Safety Requirements under the OCIP are not met or exceeded. Pursuant to Government Code §4420.5, the District has established the Minimum Safety Requirements set forth below. The Bidder and each of the Bidder's Subcontractors who are identified on the Bidder's Subcontractors List must meet the Minimum Safety Requirements. The Bid Proposal will be rejected for non-responsiveness if the Bidder does not meet the Minimum Safety Requirements.

14.3.1. No Cal-OSHA Violations deemed Serious and Willful. No (zero) violations deemed serious and willful, or repeat under Labor Code §§6300 et seq. within the past five (5) years.

14.3.2. Injury and Illness Prevention Program ("IIPP"). The Bidder and all listed Subcontractors of the Bidder shall have a current IIPP conforming to Labor Code §3201.5 or Labor Code §6401.7.

14.3.3. Workers Compensation Insurance EMR. The Bidder and the Bidder's listed Subcontractors shall have a current Workers Compensation Insurance Experience Modification Rating ("EMR") of no more than 1.25.

14.4. District Verification of Compliance with Minimum OCIP Requirements. The District will verify compliance with Minimum OCIP Requirements, including the EMR of Bidders. Any information found to be incorrect or untrue shall render Bidder's Bid Proposal non-responsive.

15. DVBE Participation Goal. Bidders must meet the DVBE Participation Goal or demonstrate that Good Faith Efforts were made to meet the DVBE Participation Goal. The DVBE Participation Goal is not a quota or a set-aside, but Good Faith Efforts must be made to achieve the DVBE Participation Goal. The DVBE Participation Goal and related documents establishing a Bidder's achievement of the DVBE Participation Goal are set forth in the DVBE Participation Policy and DVBE Worksheets. All Bid Proposals be submitted with the completed DVBE Worksheets. The

Bid Proposal of a Bidder who did not meet the DVBE Participation Goal and who does not demonstrate by the DVBE Worksheets that Good Faith Efforts were made to achieve the DVBE Participation Goal will be rejected for non-responsiveness.

16. Bid Security Return. The Bid Security of the Bidders submitting the three (3) lowest priced responsive Bid Proposals will be held by the District for ten (10) days after the period for which Bid Proposals must be held open, as set forth the Call for Bids, or until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever first occurs, at which time the Bid Security of such other Bidders will be returned to them.
17. Forfeiture of Bid Security. If the Bidder awarded the Contract fails or refuses to execute the Agreement within five (5) calendar days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest priced Bid Proposal or may call for new bids, in its sole and exclusive discretion.
18. Contractor's License. No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work of the Contract Documents, in accordance with the Contractors' License Law, California Business & Professions Code §§7000 et seq. This requirement will not be waived by the District or its Board of Trustees.
19. Bidder's Qualifications. Each Bidder shall submit with its Bid Proposal the form of Statement of Qualifications, which is included within the Contract Documents. All information required by Statement of Qualifications shall be completely and fully provided. Any Bid Proposal which is not accompanied by the Statement of Qualifications completed with all information required and bearing the signature of the Bidder's duly authorized representative under penalty of perjury will render the Bid Proposal non-responsive and rejected. The Bid Proposal of a Bidder whose response to any question in the Essential Requirements section of the Statement of Qualifications resulted in a "Not Qualified" status will be rejected for non-responsiveness. If the District determines that any information provided by a Bidder in the Statement of Qualifications is false or misleading, or is incomplete so as to be false or misleading, the District may reject the Bid Proposal submitted by such Bidder as being non-responsive.
20. Job-Walk. The District will conduct a Job-Walk at the time(s) and place(s) designated in the Call for Bids. Attendance by representatives of the Bidder's Subcontractors at a Mandatory Job Walk without attendance by a representative of the Bidder is not sufficient to meet the Bidder's obligations hereunder and will render the Bid Proposal of such Bidder to be non-responsive. Notwithstanding the non-compulsory attendance of Bidders at a Non-Mandatory Job Walk, all Bidders are encouraged to attend Non-Mandatory Job Walks.
21. Public Records. Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. At such time as the District issues the Notice of Intent to award the Contract pursuant to these Instructions for Bidders, all Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record and shall be thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code §3426.1) confidential or proprietary. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. When Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals pursuant to the California Access to Public Records Act, California Government Code §§7920, et. seq. If the District is required to defend or otherwise

respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising there from. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

22. Drug Free Workplace Certificate. The successful Bidder will be required to execute a Drug Free Workplace Certificate pursuant to California Government Code §§8350 et seq., concurrently with execution of the Agreement.
23. Notice of Intent to Award Contract. Following the public opening and reading of Bid Proposals, the District will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date/time/place of the District's Board of Trustees meeting at which award of the Contract will be considered.
24. Bid Protest. Any Bidder submitting a Bid Proposal to the District may file a protest of the District's intent to award the Contract provided that each and all of the following are complied with: (i) the bid protest is in writing; (ii) the bid protest is filed and received by the District's Vice President of Administrative Services, not more than five (5) calendar days following the date of bid opening; and (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 credible evidence. Any bid protest not conforming to the foregoing shall be rejected by the District as invalid. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Vice President of Administrative Services, or such individual(s) as may be designated by him/her, shall review and evaluate the basis of the bid protest. Either the Vice President of Administrative Services, or other individual designated by him/her shall provide the bidder submitting the bid protest with a written statement concurring with or denying the bid protest. The rendition of a written statement by the District's Vice President of Administrative Services, (or his/her designee) is an express conditions precedent to the institution of any judicial proceedings relative to the bidding process, the District's intent to award the Contract, the District's disposition of any bid protest or the District's decision to reject all Bid Proposals. If any such judicial proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising there from.

[END OF SECTION]

**BID PROPOSAL
PROJECT: STUDENT HOUSING (“the Work”)**

Bidder Name	_____	
Bidder Representative(s)	Name and Title _____	
	Name and Title _____	
Bidder Representative(s) Contact Information	Email _____	Phone/Fax (_____) _____ Telephone
	_____	(_____) _____ Fax
Bidder Mailing Address	Address _____	
	City/State/Zip Code _____	
California Contractors’ License	Number _____	
	Classification and Expiration Date _____	

1. Bid Proposal.

1.1. Base Bid Price. The undersigned Bidder, having become familiarized with the Contract Documents and the local conditions affecting the performance or cost of to perform the Work, the Bidder proposes and agrees to perform the Work of the Contract Documents including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform all obligations under the Contract Documents for the sum of: _____ Dollars (\$_____).

1.2. Allowances. The District has established the following Allowance Amount for each Allowance Item set forth in the following.

Allowance Item No.	Allowance Item Description	Allowance Amount
A-1	Unforeseen Conditions; District Authorized Scope Modifications. To be used at the District’s discretion.	<u>\$ 2,500,000.00</u>
Aggregate Allowance Amount		<u>\$2,500,000.00</u>

1.3. Bid Proposal Price. The Bid Proposal Price is the sum of the Base Bid Price (Paragraph 1.1) plus Aggregate Allowance Amount (Paragraph 1.2) which is: _____ Dollars (\$_____).

1.4. Alternate Bid Items. If the bidding includes Alternate Bid Items, the Bidder’s price proposal(s) for Alternate Bid Items is/are set forth in the form of Alternate Bid Item Proposal attached to this Bid Proposal. Price proposal(s) for Alternate Bid Item(s) will not form the basis for the District’s award of the Contract unless an Alternate Bid Item is incorporated into the scope of Work of the Contract awarded.

2. Addenda. The Bidder confirms that: (i) it has received and reviewed all Addenda issued by the District, if any, as set forth below; and (ii) that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in all Addenda, if any, issued by or on behalf of the District. ***Failure of the Bidder to acknowledge all Addenda may result in rejection of the Bid Proposal for non-responsiveness.***

ADDENDUM NO.	ADDENDUM ISSUE DATE

- 3. Documents Accompanying Bid Proposal.** The Bidder has submitted with this Bid Proposal the following: (i) Bid Security; (ii) Subcontractors List; (iii) Statement of Qualifications; (iv) Non-Collusion Affidavit; and (v) DVBE Worksheets, Attachments A-G; (vi) Copy of Bidder’s Illness Injury Prevention Plan. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected for non-responsiveness.
- 4. Award of Contract.** Within five (5) days after notification of award of the Contract, the Bidder awarded the Contract shall execute and deliver to the District three original signature copies of the Contract in the form attached hereto along with: (i) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (ii) the Performance Bond; (iii) the Labor and Material Payment Bond; (iv) the Certificate of Workers’ Compensation Insurance; and (v) the Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District’s recession of the award of the Contract and/or forfeiture of the Bidder’s Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced Bid Proposal, or to reject all Bid Proposals.
- 5. Contractors’ License.** The Bidder certifies that: (i) it is duly licensed, in the necessary class(es), for performing the Work of the Contract Documents, as designated by the District; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work under the Contract Documents; and (iii) that all Subcontractors providing or performing any portion of the Work are and shall remain properly licensed to perform or provide such portion of the Work.
- 6. Agreement to Bidding Requirements and Attorneys’ Fees.** The undersigned Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements set forth in this Bid Proposal and the Contract Documents. By executing this Bid Proposal hereinbelow, the Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys’ fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. This provision shall constitute a binding attorneys’ fee agreement in accordance with and pursuant to California Civil Code §1717 which shall be enforceable against the Bidder and the District. This attorney fee provision shall be solely limited to legal or equitable proceedings arising out of a bid protest or the bidding process and shall not extend to or have any force and effect on the Contract for the Work or to modify the terms of the Contract Documents for the Work.
- 7. Acknowledgment and Confirmation.** The undersigned Bidder acknowledges its receipt, review

and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. By submitting this Bid Proposal, the undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible, accurate and complete for the Bidder to complete the Work in a workmanlike manner within the Contract Time and for the price proposed herein. The undersigned Bidder warrants and represents to the District that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein, within the Contract Time and in accordance with the Contract Documents.

Dated: _____

By: _____
(Signature of Bidder's Authorized Officer or Representative)

(Typed or Printed Name)

Title: _____

ALTERNATE BID ITEMS PROPOSAL

Bidder Name: _____

Project: **STUDENT HOUSING**

Bidders must provide a proposal price for each Alternate Bid Item set forth herein; failure to do so will result in rejection of the Bid Proposal for non-responsiveness. The amount proposed for each Alternate Bid Item by the above-identified Bidder is set forth hereinbelow:

1. Alternate Bid Item No. 1. In lieu of the District provided Owner Controlled Insurance Program (“OCIP”) and the insurance policies issued through the SEWUP OCIP insurance program, the Contractor and Subcontractors shall obtain and maintain the policies of insurance set forth below. The Contractor and Subcontractors’ policies of insurance must be issued by insurer(s) who are: (i) A.M. Best rated A- or better; (ii) A.M. Best Financial Size Category VII or higher; and (iii) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California.

CONTRACTOR INSURANCE	
Policy of Insurance	Minimum Coverage Limits
Commercial General Liability Insurance	Per Occurrence: Two Million Dollars (\$2,000,000)
	Aggregate: Four Million Dollars (\$4,000,000)
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Builders Risk	Full insurable value of the Work; Seismic coverage: Not Required
Contractor’s Pollution Liability	Per Claim: Two Million Dollars (\$2,000,000)
	Aggregate: Four Million Dollars (\$4,000,000)
Professional Liability	Per Claim: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
SUBCONTRACTORS INSURANCE	
Policy of Insurance	Minimum Coverage Limits
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)

Add to Base Bid Proposal Amount: _____ Dollars (\$ _____).

Dated _____

By: _____
(Signature of Bidder’s Authorized Officer or Representative)

(Typed or Printed Name)

Title: _____

PRE-BID INQUIRY FORM

Project: STUDENT HOUSING

Submittal Date _____

Bidder inquiries will be responded to only if: (i) submitted on this Pre-Bid Inquiry Form; (ii) this completed Pre-Bid Inquiry Form is submitted prior to the latest date/time for submittal of pre-bid inquiries as set forth in the Call for Bids; and (ii) this completed Pre-Bid Inquiry Form is submitted to the person or entity noted in the Call for Bids.

Item No.	Item Description	Drawing Sheet No. &Detail No. Reference	Specifications Section and Paragraph No. Reference

Submitted By:

(Bidder Name)

(Signature of Bidder's Authorized Employee, Officer or Representative)

Bidder Contact Information:

(Bidder Contact Name)

(Phone and Fax)

(Email Address)

SUBCONTRACTORS LIST

Project ("the Work")	STUDENT HOUSING
Bidder Name	_____
Bidder's Representative Signature	_____ (Signature)
	_____ (Typed or Printed Name)

Licensed Name of Subcontractor	Address of Office, Mill or Shop	Contractor's License Number	Trade or Portion of Work	DIR Registration Number

[DUPLICATE THIS FORM FOR ADDITIONAL SUBCONTRACTORS]

STATEMENT OF QUALIFICATIONS

Each Bidder must complete and submit this Statement of Qualifications with the Bidder’s Bid Proposal. The Statement of Qualifications must be executed under penalty of perjury by an authorized employee or officer of the Bidder. All portions of the Statement of Qualifications must be completed failure to do so will render the Bid Proposal non-responsive and rejected. If a Bidder’s response to any Essential Requirement results in a “Not Qualified” response, the Bid Proposal of such a Bidder will be rejected for failure of the Bidder to meet Essential Requirements for the Project.

Bidder Name: _____

1. Bidder Information.

1.1. Contact Information

Mailing Address	_____
	Company Name

	Street Address
_____	_____
City, State, Zip Code	_____
Physical Location (if different from mailing address)	_____
	Street Address

City, State, Zip Code	_____
Telephone/Fax	(_____) _____
	Telephone
	(_____) _____
	Fax

1.2. Bidder Contacts.

Name	_____
Contact Information	Telephone: (_____) _____
	Fax (_____) _____
	Email _____

1.3. California Contractors’ License.

License Number(s)	_____
License Classification(s)	_____
Responsible Managing Employee; Responsible Managing Officer	_____
Expiration Date(s)	_____

[CONTINUED NEXT PAGE]

1.4. Bidder Form of Entity.

- Corporation
- General Partnership
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Joint Venture
- Sole Proprietorship

2. **Revenue.** Complete the following for the Applicant’s construction operations; if any portion of the revenue disclosed is generated by non-construction operations or activities, the Applicant must identify the portion of revenue attributed to construction operations and generally describe business activities of the Applicant that generates non-construction operations related revenue.

Calendar Year/ Fiscal Year	Annual Gross Revenue	Average Dollar Value of all Contracts	Dollar Value of Largest Contract
2021 (2020/2021)			
2022 (2021/2022)			
2023 (2022/2023)			

3. **References.**

DSA Project Inspectors			
Firm Name	Address	Telephone No.	Contact Name
Owners (K-12 School Districts or Community Colleges preferred)			
Owner Name	Address	Telephone No.	Contact Name
Architects (K-12 or Community College Projects)			
Architect Firm Name & Architect Firm Contact Name	Address	Telephone No.	Contact Name

4. Insurance.

<p>Commercial General Liability Insurance</p>	<p>Insurer: _____ Policy No. _____ Broker _____</p>
<p>Commercial General Liability Insurance Broker</p>	<p>(Contact Name) _____ _____ (Street Address) _____ (City, State & Zip Code) (_____) _____ (_____) _____ Telephone Fax _____ (Email address)</p>
<p>Bid, Performance and Labor & Materials Payment Bond Surety</p>	<p>Surety: _____ Surety Broker _____ _____ (Surety Broker Contact Name) _____ (Street Address) _____ (City, State & Zip Code) (_____) _____ (_____) _____ Telephone Fax _____ (Email address)</p>
<p>Workers Compensation Insurance</p>	<p>Insurer: _____ Policy No. _____ Broker _____</p>
<p>Workers Compensation Insurance Broker</p>	<p>(Contact Name) _____ _____ (Street Address) _____ (City, State & Zip Code) (_____) _____ (_____) _____ Telephone Fax _____ (Email address)</p>

[CONTINUED NEXT PAGE]

- 5. Essential Requirements.** A Bidder will not be deemed qualified if the answer to any of the following questions results in a “not qualified” response and the Bid Proposal submitted by such a Bidder will be rejected for failure of the Bidder to meet minimum qualifications for the Work.
- 5.1. Bidder possesses a valid and currently in good standing California Contractors’ license for the Classification(s) of Contractors’ License required by the Call for Bids.
 Yes No (Not Qualified)
- 5.2. Bidder is currently a DIR Registered Contractor?
 Yes No (Not Qualified)
- 5.3. Bidder has a current commercial general liability insurance policy with coverage limits equal to or exceeding minimum coverage limits required for the Work.
 Yes No (Not Qualified)
- 5.4. Bidder has a current workers’ compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code §3700.
 Yes No (Not Qualified)
 Bidder is exempt from this requirement, because it has no employees
- 5.5. The Bidder is ineligible or debarred from submitting Bid Proposals for public works projects or public works contracts pursuant Labor Code §1777.1 or Labor Code §1777.7.
 Yes (Not Qualified) No
- 5.6. A public agency, within the past five (5) years conducted proceedings that resulted in a finding that the Bidder, or any predecessor to the Bidder, is not a “responsible” bidder for a public works project or a public works contract.
 Yes (Not Qualified) No
- 5.7. During the last five (5) years, the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder have been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty.
 Yes (Not Qualified) No
- 5.8. During the past five (5) years a Surety has completed any project or the Bidder’s obligations under a construction contract.
 Yes (Not Qualified) No
- 5.9. During the past five (5) years the Bidder has been declared in default under any construction contract to which the Bidder was a party.
 Yes (Not Qualified) No
- 5.10. Within the past five (5) years, has the Bidder, or any predecessor-in-interest of the Bidder, entered into a written agreement or verbally/orally agreed with any public agency not to submit bid proposals, proposals, quotes, or respond to any notice of bids, request for proposals/qualifications or other similar procurement requests of the public agency for any construction, construction management, or related services?
 Yes (Not Qualified) No
- 5.11. The Bidder’s Worker’s Compensation Insurance current EMR is more than 1.25.
 Yes (Not Qualified) No
 The Bidder is not eligible for an experience modification rating whether due to not meeting minimum threshold eligibility standard or for any other reason (Not Qualified)

- 5.12. The Bidder's Worker's Compensation Insurance average EMR over the past five (5) years is more than 1.25.
 Yes (Not Qualified) No
- 5.13. Bidder has completed 3 projects subject to Division of State Architect (DSA) jurisdiction in the past fifteen (15) years with an initial construction cost (Contract Price at time of contract award) of at least \$50,000,00 per project.
 Yes No (Not Qualified)
- 5.14. Bidder has completed a minimum of 3 off-site constructed modular multifamily residential projects in California in the past seven (7) years with an initial construction value of at least \$25,000,000 per project.
 Yes No (Not Qualified)
- 5.15. Bidder has completed one (1) student housing project or affordable housing project in California in the past seven (7) years with an initial construction value of at least \$20,000,000.
 Yes No (Not Qualified)
- 5.16. Bidder's proposed subcontractor for manufacture of modular components has completed fabrication of a minimum of 500 modular units in the last seven (7) years.
 Yes No (Not Qualified)
- 5.17. Bidder's modular manufacturer's factory is located in the United States of America.
 Yes No (Not Qualified)

6. Legal/Administrative Proceedings and Surety. If the response to any of the following questions is a "yes" complete and accurate details must be attached; failure to attach such details will render the Bid Proposal of the Bidder to be non-responsive and rejected. Responses to the following will be used to evaluate Bidder responsibility.

- 6.1. Have legal, arbitration or administrative proceedings been brought by construction project owner against the Bidder or any of the principals, officers or equity owners of the Bidder within the past fifteen (15) years which arise out of or are related to any construction project?
 Yes No
 If "yes," on a separate attachment, include the following details: (i) name of party initiating proceedings against the Bidder; (ii) contact name, address, phone and email address of party initiating proceedings; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demanded; and (v) outcome of proceedings.
- 6.2. Has the Bidder brought any legal, arbitration or administrative proceedings against the owner of a construction project within the past fifteen (15) years which arise out of or are related to the construction project, excluding claims for personal injury?
 Yes No
 If "yes", on a separate attachment, include the following details: (i) name of owner; (ii) contact name, address, phone and email address of contact person for owner; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.
- 6.3. Has the Bidder brought any legal, arbitration or administrative proceedings against the architect or design professional for a construction project within the past fifteen (15) years which arise out of or are related to the construction project?
 Yes No
 If "yes," on a separate attachment, include the following details: (i) name of architect; (ii) contact name, address, phone and email address of contact person for architect or design professional; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 6.4. Has the Bidder brought any legal, arbitration or administrative proceedings against the construction/project manager for a construction project within the past fifteen (15) years which arise out of or are related to the construction project?

Yes No

If "yes," on a separate attachment, include the following details: (i) name of construction/project manager; (ii) contact name, address, phone and email address of contact person for construction/project manager; (iii) circumstances resulting in the initiation of proceedings; (iv) amount or other relief demand; and (v) outcome of proceedings.

- 6.5. At any time during the past five (5) years, has any surety company made any payments on behalf the Bidder to satisfy any claims made against a bid, performance or payment bond issued to the Bidder, in connection with a construction project, either public or private?

Yes No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 6.6. During the past five (5) years, has a surety declined to issue a surety bond for your organization in connection with a construction project?

Yes No

If "yes" on a separate attachment provide details of the denial of bond coverage and the name of the company or companies which denied coverage.

- 6.7. At any time during the past five (5) years, has any surety company made any payments on behalf the Bidder to satisfy any claims made against a bid, performance or payment bond issued to the Bidder, in connection with a construction project, either public or private?

Yes No

If "yes," on a separate attachment set forth: (i) the amount of each such claim; (ii) the name and telephone number of the claimant; (iii) the date of the claim; (iv) the grounds for the claim; (v) the present status of the claim; (vi) the date of resolution of such claim if resolved; (vii) the method by which such was resolved if resolved; (viii) the nature of the resolution; and (ix) the amount, if any, at which the claim was resolved.

- 6.8. In the last five (5) years has any insurance carrier, for any policy of insurance, refused to renew the insurance policy for your firm?

Yes No

- 6.9. Within the past five (5) years, has the Bidder been required to pay either back wages or penalties for the Bidder's failure to comply with California prevailing wage laws? This question refers only to the Bidder's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

Yes No

If "yes," on a separate attachment: (i) describe each instance of prevailing wage rate violation; (ii) identify the project on which a prevailing wage rate violation occurred; (iii) the public agency owner of the project; (iv) the number of employees affected by each prevailing wage rate violation; and (v) amount of back wages and penalties the Bidder was required to pay.

- 6.10. Within the past five (5) years, has there been more than one occasion in which the Bidder was penalized or required to pay back wages for failure to comply with the Federal Davis-Bacon prevailing wage requirements?

Yes No

If "yes," on a separate attachment: (i) describe each instance of prevailing wage rate violation;

(ii) identify the project on which a prevailing wage rate violation occurred; (iii) the number of employees affected by each prevailing wage rate violation; and (iv) amount of back wages and penalties the Bidder was required to pay.

6.11. Within the past five (5) years, has the Bidder been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works projects?

Yes No

If "yes", provide the date(s) of such findings, and attach copies of the Apprenticeship Counsel's final decision(s).

7. Projects. Duplicate the forms in Paragraphs 7.1, 7.2 and 7.3; attach the completed forms set forth in Paragraphs 7.1, 7.2 and 7.3 to the Statement of Qualifications.

7.1. Similar Completed Projects. Provide the following for three (3) projects the Bidder has completed within the past five (5) years similar in size, scope, function and construction value as the Work:

Project Name	
Project Owner; Contact Information	
Function/Use of Project	
Original Contract Duration	
Actual Project Completion Duration	
Original Contract Price	
Final Adjusted Contract Price	

7.2. All Completed Projects. On a separate attachment, identify all projects the Bidder has completed within the three (3) years, including the following information for each identified Project:

Project Name	
Project Owner; Contact Information	
Function/Use of Project	
Original Contract Duration	
Actual Project Completion Duration	
Original Contract Price	
Final Adjusted Contract Price	

7.3. Projects In Progress. On a separate attachment, identify all projects the Bidder currently has in progress, including the following information for each identified Project:

Project Name	
Project Owner; Contact Information	
Function/Use of Project	
Original Contract Duration	
Actual Project Completion Duration	
Original Contract Price	
Current Adjusted Contract Price	

8. Accuracy and Authority. The undersigned is duly authorized to execute this Statement of Qualifications under penalty of perjury on behalf of the above-identified Bidder. The undersigned

warrants and represents that he/she has personal knowledge of each of the responses to this Statement of Qualifications and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Statement of Qualifications. The undersigned declares and certifies that the responses to this Statement of Qualifications are complete and accurate; there are no omissions of material fact or information that render any response to be false or misleading and there are no misstatements of fact in any of the responses. The above-identified Bidder acknowledges and agrees that if the District determines that any response herein is false or misleading or contains misstatements of fact so as to be false or misleading, the Bidder's Bid Proposal may be rejected by the District for non-responsiveness.

Executed this ___ day of _____ 20__ at _____
(City and State)

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

By: _____
(Signature of Bidder's Authorized Officer or Representative)

(Typed or Printed Name)

Title: _____

NON-COLLUSION AFFIDAVIT

STATE OF CALIFORNIA)
COUNTY OF _____)

PROJECT: STUDENT HOUSING

I, _____, being first duly sworn, deposes and says that I am the
(Typed or Printed Name)
_____ of _____, the party submitting
(Title) (Bidder Name)
the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.
2. The Bid Proposal is genuine and not collusive or sham.
3. 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 other bidder or anyone else to put in sham bid, or to refrain from bidding.
4. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.
5. All statements contained in the Bid Proposal and related documents are true.
6. The bidder has not, directly or indirectly, submitted the 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 person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

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

Dated _____

By: _____
(Signature of Bidder's Authorized Officer or Representative)

(Typed or Printed Name)

Title: _____

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

I, _____ the _____ of
(Name) (Title)
_____, declare state and certify that:
(Contractor Name)

I am aware that California Labor Code §3700(a) and (b) 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) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, 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 or her employees.”

I am aware that the provisions of California Labor Code §3700 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 this Contract.

I am authorized to execute this Certificate of Workers Compensation Insurance on behalf of the above-identified Contractor.

Dated: _____

By: _____

(Name Printed or Typed)

Title: _____

DRUG-FREE WORKPLACE CERTIFICATION

I, _____, am the _____ of _____
(Print Name) (Title) (Contractor Name)

I declare, state and certify to all of the following:

- 1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.
- 2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor by doing all of the following:
 - 2.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in Contractor’s workplace and specifying actions which will be taken against employees for violation of the prohibition.
 - 2.2. Establishing a drug-free awareness program to inform employees about all of the following: (i) the dangers of drug abuse in the workplace; (ii) Contractor’s policy of maintaining a drug-free workplace; (ii) the availability of drug counseling, rehabilitation and employee-assistance programs; and (iii) the penalties that may be imposed upon employees for drug abuse violations.
 - 2.3. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Paragraph 2.1 above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.
- 3. Contractor agrees to fulfill and discharge all of Contractor’s obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.
- 4. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.
- 5. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct. Executed this ___ day of _____ 20__ at

(City and State)

By: _____
(Signature of Bidder’s Authorized Officer or Representative)

(Typed or Printed Name)

Title: _____

**DISABLED VETERAN BUSINESS ENTERPRISE (“DVBE”)
PARTICIPATION GOAL PROGRAM POLICY**

1. DVBE Participation Goal Program Policy. COMPTON COMMUNITY COLLEGE DISTRICT (“the District”) is committed to achieving the legislatively and administratively established Participation Goal for Disabled Business Enterprises (“DVBEs”). Through the DVBE Participation Goal Program, the District encourages contractors to ensure maximum opportunities for the participation of DVBEs in the Work of the Contract. The District’s commitment to the achievement of DVBE Participation Goal for the Work of the Contract shall not, however, result in the District’s discrimination in the award of the Contract on the basis of ethnic group identification, ancestry, religion, age, sex, race, color, or physical or mental disability.
2. Definitions.
 - 2.1. Disabled Veteran. A “Disabled Veteran” means a veteran of the military, naval, or air service of the United States with at least ten percent (10%) service-connected disability who is a resident of the State of California.
 - 2.2. Disabled Veteran Business Enterprise. A “Disabled Veteran Business Enterprise” (“DVBE”) means a business enterprise certified by the Office of Small and Minority Business, State of California, Department of General Services, as a “Disabled Veteran Business Enterprise.”
 - 2.3. Good Faith Efforts. As use herein, the term “Good Faith Efforts” shall be deemed to mean demonstrable and effective efforts of the Bidder to seek out, consider and secure DVBEs as potential Subcontractors or Material Suppliers, or both, in order to meet the Participation Goal; the Good Faith Efforts must be an active and aggressive effort to meet the Participation Goal, as more particularly set forth herein.
3. Participation Goal.
 - 3.1. Participation Goal Defined. The term “Participation Goal” is a numerically expressed objective for DVBE participation in performing the Work of the Contract. The DVBE Participation Goal is not a quota, set-aside, or rigid proportion.
 - 3.2. DVBE Participation Goal. The DVBE Participation Goal is Three Percent (3%) of total amount of Bidder’s Bid Proposal, inclusive of the value of additive Alternate Bid Items, if any.
4. Good Faith Efforts to Meet Participation Goal.
 - 4.1. Good Faith Efforts. The Bid Proposal submitted by any Bidder who has not met the DVBE Participation Goal shall be considered responsive only if the Bidder represents that it made Good Faith Efforts to meet the DVBE Participation Goal.
 - 4.2. Good Faith Efforts to Meet DVBE Participation Goal. A Bidder must secure the participation of DVBEs in a timely manner to ensure that potential DVBE Subcontractors or Material Suppliers have an adequate opportunity to respond to the Bidder’s solicitation of sub-bids and be given serious consideration by the Bidder prior to the closing time for the receipt of Bid Proposals. Such Good Faith Efforts shall include, without limitation:
 - 4.2.1. DVBE Work and Active Solicitation of DVBEs. The Bidder’s identification of portions of the Work which may be provided or performed by DVBE Subcontractors and/or Material Suppliers and the Bidder’s active and sincere solicitation of DVBEs for those identified portions of the Work.
 - 4.2.2. Contact Agencies for DVBEs. Contact local, state and/or federal agencies, and local DVBE organizations to identify potential DVBEs for performing portions of the Work.
 - 4.2.3. Advertisements. Advertise (with sufficient time for submission of sub-bids and the Bidder’s good faith consideration of the same) prior to the last date for submittal of Bid

Proposals in: (i) one or more daily or weekly newspapers of general circulation published in the locality of the Work, and (ii) one or more construction trade publications, and (iii) one or more construction trade publications, journals or papers focusing on DVBEs. Each of the advertisements pursuant to the preceding, must state the following: (i) identification of the general description of the Work and an identification of the District; (ii) state the closing date and time for the District's receipt of Bid Proposals; (iii) state the last date and time for submission of sub-bids from DVBEs to the Bidder; (iv) request sub-bids from DVBE Subcontractors or Material Suppliers; (v) identify the type of Work of the Contract available for sub-bids by DVBEs; and (vi) unequivocally state the requirement of bonds, if any, of a DVBE sub-Bidder and who is to bear the expense of obtaining any required bonds.

4.2.4. Direct Solicitation of DVBEs. Solicit by direct mail, telephone or personal contact a sufficient number of DVBEs who offer work or services appropriate for the Work identified by the Bidder under Paragraph 4.2.1 above. Solicitations shall be made in a timely manner and contain sufficient information for a sub-Bidder to make a reasonable sub-bid and the Bidder's good faith consideration of the same, including, without limitation, the following: (i) identification of the general description of the Work and an identification of the District; (ii) state the closing date and time for the District's receipt of Bid Proposals; (iii) state the last date and time for submission of bids from DVBEs to the Bidder; (iv) request sub-bids from Subcontractors or Material Suppliers; (v) identify the type of Work of the Contract available for sub-bids by DVBEs; and (vi) unequivocally state the requirement of bonds of a DVBE sub-Bidder and who is to bear the expense of obtaining any required bonds.

4.2.5. Bidder Follow-Up To DVBE Interest. The Bidder shall follow-up initial expressions of interest of DVBEs in performing a portion of the Work by contacting such DVBEs to determine with certainty whether such DVBEs are interested in performing specific items of the Work of the Contract and submitting a sub-bid for a portion of the Work.

4.2.6. Good Faith Negotiations With Potential DVBE Subcontractors. The Bidder shall negotiate in good faith with potential DVBEs Subcontractors or Material Suppliers and shall not unjustifiably reject, as unsatisfactory, bids prepared by any DVBE for a portion of the Work of the Project. In the event that the District shall reasonably determine that the Bidder has failed to engage in good faith negotiations with a potential DVBE participant or rejects the sub-bid of a DVBE without justification, the District may deem the Bid Proposal of such Bidder to be non-responsive.

5. Documentation of Achievement of Participation Goal or Good Faith Efforts. Each Bidder shall note, where indicated, in the form of Bid Proposal whether the DVBE Participation Goal was achieved and if not, that Good Faith Efforts were made to achieve the DVBE Participation Goal. **All Bidders shall submit with their Bid Proposals documentation and supporting evidence of achievement of the DVBE Participation Goal or Good Faith efforts to achieve the DVBE Participation Goal.** Such documentation and supporting evidence shall be in the form of duly completed forms of the DVBE Participation Worksheets.

6. Counting of DVBE Participation.

6.1. Certification. DVBEs must be certified in the category identified prior to the closing time for the District's receipt of Bid Proposals; any DVBE who is not so certified will result in such DVBE not counting towards the DVBE Participation Goal.

6.2. Bidder Acceptance of Sub-Bid. Sub-bids of DVBEs shall be accepted by the Bidder prior to the closing time for the District's receipt of Bid Proposals, with such acceptance subject only to the District's award of the Contract to the Bidder.

- 6.3. Value of Participation Goal. The total dollar value of a contract between the Bidder and a certified DVBE will count towards the DVBE Participation Goal.
- 6.4. Joint Ventures. If a DVBE is a member of a joint venture, only the dollar value of the Work actually performed by the DVBE member of the joint venture will count towards the DVBE Participation Goal, unless the joint venture entity itself is certified as a DVBE.
- 6.5. Bidder as DVBE. A Bidder certified as a DVBE may count towards the Participation Goal the dollar value of the Work actually performed by the Bidder's own forces. A Bidder certified as a DVBE is not relieved from meeting the DVBE Participation Goal or making Good Faith Efforts to achieve the Participation Goal if the value of its Work is less than the DVBE Participation Goal.
- 6.6. Lower Tier Subcontractors; Material Suppliers. The Bidder may count towards the DVBE Participation Goal the total dollar value of contracts let by its Subcontractors or Material Suppliers to lower tier Subcontractors or Material Suppliers certified as DVBEs provided that such lower tier Subcontractors or Material Suppliers actually assume the contractual responsibility and obligation for the total dollar value of the Work or materials to be supplied by such lower tier Subcontractors or Material Suppliers.
- 6.7. Commercially Useful Functions. DVBEs used by the Bidder to establish achievement of the Participation Goal shall be considered as meeting the Participation Goal only if the DVBE is responsible for execution of a distinct element of the Work of the Contract, carry out its obligations by actually performing, managing, or supervising the Work for which the DVBE is responsible for executing. Such DVBEs must be responsible for the portion of the Work which is normal for its business services and functions. A DVBE Subcontractor who subcontracts a significantly greater portion of the Work assumed by the DVBE Subcontractor than would be considered normal and usual under industry standards and practices will not be presumed to be performing a commercially useful function, and such DVBE Subcontractor will not count or be considered for purposes of achieving the Participation Goal.
7. Substitution of DVBEs. In the event that Bidder awarded the Contract deems it necessary to substitute a DVBE Subcontractor or Material Supplier identified in the Subcontractor's List submitted with the Bidder's Bid Proposal, all provisions of the Contract Documents relating to the substitution of Subcontractors shall be applicable and complied with by the successful Bidder. In addition to the provisions of the Contract Documents relating to the substitution of listed Subcontractors, if a DVBE under a direct contract with the Bidder is to be substituted, the successful Bidder is strongly encouraged to substitute the listed DVBE with an equivalent and certified DVBE.
8. Monitoring of DVBE Participation.
 - 8.1. DVBE Participation Worksheets. If the Bidder awarded the Contract is required by the District to complete and submit DVBE Participation Worksheets, the completed forms of DVBE Participation Worksheets submitted by the Bidder shall be deemed a part of the Contract Documents.
 - 8.2. Continuing Responsibilities. Efforts of the successful Bidder to include the participation of DVBEs in the performance of the Work of the Contract shall not terminate with the award of the Contract to such Bidder. The successful Bidder's efforts to secure the participation of DVBEs shall continue for the duration of the Work of the Contract, including when the successful Bidder is purchasing materials, equipment, supplies, and/or needs additional Subcontractors (including substitution of listed Subcontractors).
 - 8.3. DVBE Participation Reports and Data. During performance of the Work of the Contract, the successful Bidder shall maintain complete and accurate records of DVBE Participation in executing the Work. From time-to-time, upon the request of the District the Bidder awarded

the Contract shall submit reports, in form and content satisfactory to the District, regarding DVBE Participation in the Work of the Contract, including the participation of DVBEs in the performance of approved Changes to the Work. The failure or refusal of the successful Bidder to submit reports of DVBE Participation during performance of the Work within ten (10) days of the District's request for such reports may be deemed by the District to be the successful Bidder's default of a material obligation of the Contract and thereupon, the District may exercise any right or remedy provided for under the Contract Documents or at law, including without limitation termination of the Contract for default or the withholding of payments otherwise due under the Contract Documents until such report(s) is/are received. If requested by the District, upon completion of the Work of the Contract, the successful Bidder shall submit a final report identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each such DVBE and the dollar value of the Work performed by each such DVBE. In the event that the District shall request a report of DVBE utilization upon completion of the Work of the Contract, the submission of such report in form and content satisfactory to the District shall be deemed a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. In such event, the submission of such final report shall be in addition to, and not in lieu of any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment. The Bidder awarded the Contract shall maintain books and records of DVBE Participation in the Work for at least three (3) years following completion of the Project; during such time, the District shall have access, upon reasonable advance notice, to such books and records for inspection or reproduction.

8.4. Contract Audit. The successful Bidder awarded the Contract agrees that the District, or its designee, shall have the right to review, obtain and/or copy any and all writings, materials, documents and other records pertaining to utilization of DVBEs in performance of the Contract. The successful Bidder awarded the Contract agrees that the District, or its designee, shall have access to any of the successful Bidder's premises upon reasonable notice, during usual business hours for the purpose of interviewing employees and inspecting and/or copying such writings, materials, documents and other documents which may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE Participation Goal Program Policy.

9. Capitalized Terms. Capitalized terms used herein shall be as defined herein or elsewhere in the Contract Documents.

[END OF SECTION]

**DVBE PARTICIPATION WORKSHEETS
ATTACHMENT A
BIDDER'S DVBE STATEMENT**

Bidder: _____

1. Bidder's Compliance With DVBE Participation Program. (Check the appropriate statement).
 - The Bidder has achieved or exceeded the DVBE Participation Goal and all DVBEs counting towards the DVBE Participation Goal are set forth and identified in Attachments C-1, C-2 and C-3.
 - The Bidder did not achieve the Participation Goal for DVBEs, but has made the required Good Faith Efforts to secure the participation of DVBEs in accordance with guidelines established in the District's DVBE Participation Goal Program.
2. DVBE Participation Achieved. The Bidder achieved a DVBE Participation Goal of ____% of the amount of the Bidder's Bid Proposal.
3. Submittal of Documentation. Concurrently with the submittal of this Bidder's DVBE Statement, the Bidder has also submitted duly completed, and executed if required, forms of Attachments B, C, D, E, F, G and H of these DVBE Participation Worksheets. All of the information provided by the Bidder in its responses to Attachments B, C, E, F, G and H are true, correct and accurate; there are no omissions in the responses of the Bidder to the foregoing Attachments which render any of the Bidder's statements or information provided therein to be false or misleading. Incomplete, inaccurate, false, misleading responses or omissions rendering responses to be false or misleading will render the Bid Proposal non-responsive and rejected.
4. Certification of DVBE Status. The Bidder certifies, warrants and represents to the District that the Bidder has exercised due diligence in ascertaining the status of each proposed DVBE identified in Attachment C as a DVBE in compliance with the applicable provisions of the District's DVBE Participation Program Policy and applicable law. By executing and submitting this Bidder's DVBE Statement, the Bidder represents to the District that each DVBE identified in Attachment C is duly and properly certified as a DVBE in conformity with the District's DVBE Program Goal Policy and applicable law. The Bidder acknowledges that in the event that the District shall reasonably determine that any DVBE identified in the Bidder's responses to Attachment C is not a duly and properly certified DVBE, the Bid Proposal may be rejected by the District as being non-responsive. For each DVBE identified in Attachment C, the Bidder has submitted forms of DVBE Certification (Attachment D) duly completed and executed by each such DVBE.

[CONTINUED NEXT PAGE]

5. Authority to Execute. The individual executing this Bidder's DVBE Statement on behalf of the Bidder warrants and represents to the District that she/he is duly authorized to execute this Bidder's DVBE Statement on behalf of the Bidder.

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

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

(Signature)

(Name of Individual Executing Statement)
[Printed or Typed]

**INSTRUCTIONS FOR COMPLETION OF
ATTACHMENT C
DVBE PARTICIPATION SUMMARY**

1. Submittal of Attachment C. The Bidder shall complete and submit Attachment C regardless of whether or not such Bidder achieved the Participation Goal. Failure of the Bidder to submit completed form of Attachment C will result in the District rejecting the Bid Proposal of such Bidder as being non-responsive.
2. Firm Name. State name of the enterprise proposed by the Bidder for meeting DVBE Participation Goal; the full name of each enterprise identified must be listed and if the enterprise conducts business under a fictitious business name, the same shall be stated. If the Bidder is a certified DVBE and wishes to be counted in the category certified for purposes of meeting the Participation Goal, the Bidder must be identified in Attachment C.
3. Item or Description of Work. Identify, with specificity, the item or portion of the Work of the Contract to be provided or performed by the proposed DVBEs identified.
4. Contracting With. Identify the name of the company or firm with whom the proposed DVBE will be contracting with in connection with the Work of the Contract.
5. Tier. Identify the tier of contracting for each proposed DVBE with the following designations:
 - 0 = Bidder.
 - 1 = First Tier Subcontractor or Material Supplier under a direct contract with the Bidder.
 - 2 = Second Tier Subcontractor or Material Supplier under a direct contract with a First Tier Subcontractor or Material Supplier, regardless of whether or not the First Tier Subcontractor or Material Supplier is a DVBE.
 - 3 = Third Tier Subcontractor or Material Supplier under a direct contract with a Second Tier Subcontractor or Material Supplier, regardless of whether or not the Second Tier Subcontractor or Material Supplier is a DVBE.
6. Claimed Value. Set forth the total dollar value of the Work to be provided or performed by the proposed DVBE. The dollar value set forth in the responses to Attachments C must conform to the applicable provisions of the District's DVBE Participation Program Goal Policy.
7. Certification. For each DVBE identified in Attachment C, the Bidder shall indicate in this column whether such DVBE is self-certified or certified by a public agency as a DVBE. The Bidder's completion of this portion of Attachment C with respect to each DVBE identified therein is in addition to and not in lieu of the Bidder's submittal of duly completed and executed forms of DVBE Certification (Attachment D) from each proposed DVBE identified in Attachment C.

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**DVBE PARTICIPATION WORKSHEETS
ATTACHMENT C
DVBE PARTICIPATION SUMMARY**

Bidder Name: _____

Project Name: STUDENT HOUSING

Firm Name	Item or Description of Work	Contracting with	Tier	Claimed Value	Certification

**DVBE PARTICIPATION WORKSHEETS
INSTRUCTIONS FOR COMPLETION OF ATTACHMENT D
DVBE CERTIFICATION**

1. DVBEs Completion of Attachment D. Bidders shall make available to each DVBE identified by the Bidder in its responses to Attachment C a copy of the DVBE Certification (Attachment D) for completion and execution by each such DVBE.
2. Bidder Submittal of Completed Attachment D. Bidders shall submit duly completed and executed forms of the DVBE Certification for each DVBE identified in the Bidder's responses to Attachment C. The failure or refusal, for any reason, of the Bidder to submit such completed and executed DVBE Certification(s) of each DVBE identified in the Bidder's responses to Attachment C may result in the District rejecting the Bid Proposal of such Bidder as being non-responsive.
3. Complete and Accurate Attachment D. Each DVBE identified in the Bidder's responses to Attachment C shall complete and execute, under penalty of perjury, a DVBE Certification. Each such DVBE and the Bidder acknowledge that if the District reasonably determines that any response in the DVBE Certification(s) submitted to the District which are incomplete, false or misleading or which omit facts rendering responses therein to be false or misleading, the District may reject the Bid Proposal of such Bidder as being non-responsive.

**DVBE PARTICIPATION WORKSHEETS
ATTACHMENT D
DVBE CERTIFICATION**

1. DVBE Information.

DVBE Firm Name	
DVBE Address	
DVBE Firm Contact Name	
DVBE Firm Contact Phone, Fax and Email	
Services or Goods Generally Provided by DVBE	
Services or Goods to be Provided by DVBE to Bidder	

2. Certification of DVBE Status. The above-identified DVBE is certified as such by California Department of General Services Office of Small Business and Disabled Veteran Business Enterprise Services and a true and correct copy of such certification is attached hereto. The Bidder and the above-identified DVBE acknowledge that if the certification of the above-identified DVBE's status is not attached, the above-identified DVBE will not be counted or considered for purposes of the Bidder's achievement of the Participation Goal.

3. Authority to Execute. The undersigned individual executing this DVBE Certification warrants and represents to the District that she/he has made diligent inquiry to ascertain that all of the information provided herein is true, correct and complete, that there are no omissions of fact in any of the responses herein which would render such responses false or misleading and that she/he is duly authorized to execute this DVBE Certification on behalf of the above-identified DVBE.

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

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

(Signature)

(Name of Individual Executing DVBE Certification)
[Printed or Typed]

**DVBE PARTICIPATION WORKSHEETS
ATTACHMENT E
DVBEs CONTACTED**

For each Subcontractible Item of the Work identified in the Bidder's response to Attachment B (Subcontractible Items of the Work), provide the following:

- 1. List all the DVBEs you solicited sub-bids from and how you obtained each firm's name.
- 2. Indicate method and date of solicitation (all written solicitations must conform to Public Contract Code § 4108 with respect to bonding requirements, if any).
- 3. List the method and date of follow-up and the person you contacted.
- 4. USE ONE SHEET FOR EACH SUBCONTRACTIBLE ITEM OF WORK IDENTIFIED IN ATTACHMENT B. (Photocopy as many sheets of this Attachment E as necessary.)

Bidder Name: _____

Project Name: **STUDENT HOUSING**

DVBE Solicited & Source of the Firm's Name	Method & Date of Solicitation	Follow-up Method, Date & Person Contacted

**DVBE PARTICIPATION WORKSHEETS
ATTACHMENT F
DVBE SUB-BIDS NOT ACCEPTED BY BIDDER**

List all DVBEs who submitted bids or quotations to the Bidder which were not accepted. Indicate if the sub-Bidder is a DVBE, identify the item of Work or materials, list the Subcontractor/Material Supplier the Bidder intends to use in lieu of the DVBE submitting a sub-bid for the identified portion of the Work, and the amount of such other sub-Bidder's bid. Give the reason the Bidder did not use the DVBE firm. **(Photocopy if additional sheets are needed.)**

Bidder Name: _____

Project Name: **STUDENT HOUSING**

DVBEs Who Submitted Bids	Item of Work or Materials	Subcontractor/ Material Supplier to be Used	Reason DVBE Bid Not Accepted

**DVBE PARTICIPATION WORKSHEETS
ATTACHMENT G
VERIFICATION OF DVBE SOLICITATIONS**

Bidder Name: _____

Project Name: **STUDENT HOUSING**

Identify ALL DVBE firms contacted by the Bidder for purposes of meeting the DVBE Participation Goal. If a DVBE was solicited in writing, the Bidder shall attach hereto a true and correct copy of such written solicitation; failure of the Bidder to do so may result in the District's rejection of the Bidder's Bid Proposal as being non-responsive.

Name of DVBE Firm Solicited	Manner of Solicitation, i.e., written, personal, telephonic, etc.	Date of Solicitation	General Description of DVBE Response to Solicitation

**DVBE PARTICIPATION WORKSHEETS
ATTACHMENT H
AGENCY CONTACTS**

Bidder Name: _____

Project Name: STUDENT HOUSING

Identify all local, state or federal public agencies and DVBE organizations contacted by the Bidder for the purpose of identifying potential DVBEs to meet the Participation Goal. If the Bidder received any list or other writing identifying potential DVBEs from any agency or organization set forth in this Attachment H, the Bidder shall attach hereto a true and correct copy of each such list or other writing; failure of the Bidder to so attach such list(s) or other writing(s) may result in the District rejecting the Bid Proposal of such Bidder as being non-responsive. (Photocopy if additional sheets are necessary.)

LOCAL, STATE OR FEDERAL AGENCIES.

Agency Name & Address	Date of Bidder's Contact with Agency	Name & Telephone Number of Individual Contacted	DVBE List Received by Bidder <small>(Indicate Yes or No & if Yes, the date of Bidder's receipt of list)</small>

DVBE ORGANIZATIONS CONTACTED.

Organization Name & Address	Date of Bidder's Contact with Organization	Name & Telephone Number of Individual Contacted	DVBE List Received by Bidder <small>(Indicate Yes or No & if Yes, the date of Bidder's receipt of list)</small>

AGREEMENT

THIS AGREEMENT is entered into as of [Click here to enter a date.](#) in the City of Compton, County of Los Angeles, State of California, by and between COMPTON COMMUNITY COLLEGE DISTRICT, a California Community College District hereinafter "District" and [REDACTED] ("Contractor").

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

- 1. The Work.** Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as Sitework and Pre-fabricated Modulares. The Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, reports, cutsheets, material sample board, project procedures, revisions, and other Contract Documents enumerated in Paragraph 6 of this Agreement, along with all modifications and addenda thereto issued in accordance with the Contract Documents. The Architect for the Work is HPI Architects.
- 2. Contract Time.** The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall achieve Substantial Completion of the Work within the Contract Time set forth in the Special Conditions.
- 3. Contract Price.** The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of [REDACTED] Dollars (\$ [REDACTED]). The Contract Price is based upon the Contractor's Base Bid Proposal for the Work and the following Alternate Bid Items, if any: [REDACTED]. The District's Progress Payments of the Contract Price shall be subject to retention withholdings equal to five percent (5%) of each Progress Payment ("Retention"). Retention withheld by the District shall be disbursed to the Contractor as part of the Final Payment due the Contractor.
- 4. Liquidated Damages.** The Contractor shall be subject to assessment of Liquidated Damages if the Contractor: (i) fails to achieve Substantial Completion of the Work within the Contract Time, including adjustments thereto authorized by the Contract Documents; (ii) fails to submit Submittals in accordance with the Submittal Schedule; or (iii) fails to complete Punchlist items noted upon Substantial Completion within the time established to complete the Punchlist items. The per diem rate of Liquidated Damages assessed for each of the foregoing events is set forth in the Special Conditions.
- 5. Limitation on Damages.** If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. By executing this Agreement, the Contractor expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project which is the subject of the Contract Documents.
- 6. The Contract Documents.** The documents forming a part of the Contract Documents consist of the following, all of which are component parts of the Contract Documents:

- 00 01 10 Table of Contents
- 00 21 13 Instructions for Bidders
- 00 11 13 Notice Calling for Bids, including Bid Addenda Nos. _____
- 00 41 00 Bid Proposal
- 00 43 24 Pre-Bid Inquiry Form
- 00 43 36 Subcontractors List
- 00 45 13 Statement of Qualifications
- 00 45 19 Non-Collusion Affidavit
- 00 45 26 Certificate of Workers Compensation Insurance
- 00 45 27 Drug-Free Workplace Certification

- 00 52 00 Agreement
- 00 61 10 Bid Bond
- 00 61 13 Performance Bond
- 00 61 14 Labor and Material Payment Bond
- 00 62 17 OCIP Forms & Manual
- 00 62 90 Verification of Certified Payroll Records Submittal to Labor Commission
- 00 65 36 Guarantee Form
- 00 65 37 Contractor Certification of Subcontractor Claim
- 00 72 00 General Conditions
- 00 73 00 Special Conditions

7. Notices. Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

If to the District:
 Abdul Nasser
 Vice President, Administrative Services
 Compton Community College District
 1111 East Artesia Boulevard
 Compton, CA 90221

If to the Contractor:

8. Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

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 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

"DISTRICT"
Compton Community College District

By: _____

 (Name Printed or Typed)

Title: _____

"CONTRACTOR"

By: _____

 (Name Printed or Typed)

Title: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto COMPTON COMMUNITY COLLEGE DISTRICT (“the Obligee”) for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as **STUDENT HOUSING**.

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, inclusive of amounts proposed for Alternate Bid Items, if any.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Call for Bids, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and

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fees incurred by the Obligee in connection therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agents or representatives.

(Bidder-Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Street Address)

(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

(Email address)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto COMPTON COMMUNITY COLLEGE DISTRICT (“the Obligee”) for payment of the penal sum the penal sum of _____ Dollars (\$_____) 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.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **STUDENT HOUSING**.

WHEREAS, the Principal, has entered into an agreement with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal’s prompt, full and faithful performance of the Work of the Contract Documents.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety’s obligations or Obligee’s rights hereunder; Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee’s termination of the Contract due to the Principal’s breach or default of the Principal’s obligations thereunder, within twenty (20) days after written notice from the Obligee to the Surety of the Principal’s breach or default of the Contract Documents and Obligee’s termination of the Contract, the Surety shall notify Obligee in writing of Surety’s assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense (“the Notice of Election”); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal’s denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety’s prompt, diligent inquiry and investigation of such denial, be justification for Surety’s failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

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In the event the Surety fails to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion of the Work exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee of all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this ____ day of _____, 20__ by their duly authorized agent or representative

(Bidder-Principal Name)

By: _____
(Signature)

(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-In-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Street Address)

(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

(Email address)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto COMPTON COMMUNITY COLLEGE DISTRICT (“the Obligee”) for payment of the penal sum the penal sum of _____ Dollars (\$_____) 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.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Trustees has awarded to the Principal a Contract for the Work described as **STUDENT HOUSING**.

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term “Claimant” shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §9100, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorneys’ fees pursuant to California Civil Code §9554.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

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IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agent or representative.

(Bidder-Principal Name)

By: _____
 (Signature)

(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

(Surety Name)

By: _____
 (Signature of Attorney-In-Fact for Surety)

(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature)

Contact name, address, telephone number and email address for notices to the Surety

(Contact Name)

(Street Address)

(City, State & Zip Code)

(_____) _____ (_____) _____

Telephone Fax

(Email address)

OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

1.1 INTRODUCTION

Compton Community College District, hereinafter referenced as “District” or “Owner”, has elected, at its sole discretion, to implement an Owner Controlled Insurance Program (“OCIP”). All terms and conditions of the Contractual Provisions will apply during the term of the contract.

The OCIP will provide Workers’ Compensation, Employer’s Liability, General & Excess Liability, and Contractor’s Pollution Liability for all Enrolled Contractors (and their Enrolled Subcontractors of every tier) and other designated parties for work performed at the Project Site (hereinafter called “Project”) as well as builder’s risk insurance. The Owner agrees to pay all premiums associated with the OCIP, unless otherwise stated in this section and in other contract documents. The OCIP coverages will be primary to other valid and collectable insurance for the owner and enrolled parties in the program.

Insurance coverage provided under the OCIP is limited in scope and specific to work performed after the inception date of enrollment into the OCIP. Labor and ongoing operations related to offsite locations are not covered by the OCIP. In addition to any insurance provided by the Owner, all Contractors/Subcontractors will be responsible for providing certain insurance as specified in section 1.7. The Owner recommends that Contractors discuss the OCIP with their insurance agents, brokers or consultants to ensure that other proper coverages are maintained, prior to contract acceptance.

Keenan & Associates, hereinafter called “Program Administrator”, shall administer the OCIP on behalf of the Owner. At all times, all Contractors/Subcontractors shall: (a) cooperate with Owner, Program Administrator, and all OCIP insurers, as applicable, and their respective consultants, agents and representatives, in its or their administration of the OCIP and all other terms and conditions described herein, and (b) comply with the terms, conditions, warranties, and subjectivities of the insurance policies provided pursuant to the OCIP, including, without limitation, any and all directives and requirements of Owner’s and the OCIP insurers’ respective consultants, agents and representatives, including, without limitation, any directive or requirement relating to loss control, and quality control, and the closure to Owner’s satisfaction of open items on any and all quality control checklists and inventories.

A. Participation in the OCIP

Participation in the OCIP is mandatory but not automatic. Each Eligible Contractor/Subcontractor must follow the guidelines, as specified in section 1.5.

Definitions:

Enrollment: An Eligible Contractor/Subcontractor is considered Enrolled once required documents are received, reviewed, and processed by the OCIP Program Administrator to the insurer. (See Sections 1.7 and 1.8)

Contractor: Includes all vendors, suppliers, businesses, persons, or entities and entities which the Owner has engaged directly by contract to perform services relating to the Project.

Subcontractor: Includes, but is not limited to, all businesses, vendors, suppliers, and other persons or entities that have been engaged by a Contractor to perform or assist with the performance of services relating to the Project, including all sub-tier contractors.

Eligible: Includes all Contractors/Subcontractors providing direct labor on the Project, and excludes Ineligible Contractors, as defined below. Temporary labor services and leasing companies are to be treated as Eligible Contractors.

Ineligible: It is not the intent to insure certain entities and scopes of work, including, but not necessarily limited to the following: consultants; suppliers; abatement and/or removal of hazardous materials; vendors; off-site fabricators; materials dealers; surveyors; guard services; non-construction janitorial services; and truckers, including trucking to the Project where delivery is the only scope of work performed; contractors subbing out installation who are not performing

labor on the project site; and contractors performing landscape maintenance (though landscape work itself is covered). Ineligible parties are required to ensure that any eligible subcontractors who provide on-site labor comply with the OCIP Enrollment. Program Administrator reserves the right to reconsider an ineligible entity's participation in the OCIP should its scope of work or contract change at any time. **Any questions regarding a contractor's status as "Eligible" or "Ineligible" should be referred by written request to Owner and approved by the Program Administrator.**

EACH CONTRACTOR/SUBCONTRACTOR MUST INCLUDE THIS DOCUMENT WITH THEIR BID SPECIFICATIONS TO ANY AND ALL SUBCONTRACTORS, INCLUDING ALL SUB-TIER SUBCONTRACTORS. Any contractor/subcontractor's failure to comply with the OCIP Administrator and all OCIP requirements shall be considered non-compliant under the contract.

Enrollment of each Contractor's eligible Subcontractors is mandatory. Contractor shall notify Owner and the Program Administrator in writing of the identity of each Subcontractor regardless of enrollment eligibility and shall cause each Subcontractor to notify the Program Administrator in writing of the identity of each of its Sub-subcontractors, prior to such party's commencement of their work and entry onto the Project. Contractors and Subcontractors of all tiers shall not be deemed enrolled until the Program Administrator and OCIP insurers receive and approve a completed Contract Enrollment Form for each awarded contract. Enrollment is required prior to commencement of on-site activities but no contractor shall be enrolled sooner than 30 days prior to their start date. Each Contractor/Subcontractor shall be solely responsible for any and all losses, damages, claims, liabilities, and suits arising out of such Subcontractor's failure to enroll, or delay in enrolling, any of its Subcontractors.

Unless otherwise directed by the Owner, Ineligible Contractors and Subcontractors will be required to maintain their own insurance for both on-site and off-site activities and will be required to participate in the Project Safety Program (See Section 1.16). Minimum Insurance and endorsement requirements are located in Section 1.7 & 1.8. Each ineligible contractor must register with the OCIP's online portal ("WrapPortal"). All required certificates and endorsements must be supplied via WrapPortal.

B. Project Site and Offsite Premises

Coverages provided by the OCIP are **Project Site** specific. The Project Site shall be designated by the Owner. The Project Site consists of any and all projects that are endorsed to this policy, which includes the following:

1. Ways and means adjoining the endorsed project site.
2. Adjacent locations to the endorsed project sites where incidental operations are being performed, excluding permanent locations.

With the exception of 1 and 2 mentioned above, off-site locations, labor and ongoing operations are not covered by the OCIP. It will be the responsibility of each Contractor/Subcontractor to maintain off-site insurance, as identified in Section 1.7, which specifies coverage types and minimum limits. Contractor/Subcontractor will promptly furnish to the Owner, or its designated representative, Certificates of Insurance evidencing that all required insurance is in force.

1.2 PREQUALIFICATION & COST IDENTIFICATION

A. Contractor Pre-Qualification

Pursuant to Government Code Section 4420.5, Bidders must meet certain minimum standards to bid on the Owners' Project. The following qualification standards apply to ALL Bidding Contractors at time of bid opening:

1. Average Workers' Compensation Experience Modification Rate (EMR) of 1.25 or less over the last five (5) years OR the current published year.
 - a. *We encourage the bidder to choose subcontractors who meet these requirements however this will not exclude eligible subcontractors from enrolling in the OCIP.*
2. Zero (0) Serious and Willful violations (Labor Code Section 6300) against them in the past five (5) years
3. Evidence of an Injury and Illness Prevention Program (IIPP). Evidence is required to be submitted post bid opening and prior to bid award.

FAILURE TO MEET THESE MINIMUM STANDARDS SHALL DISQUALIFY THE BIDDER.

B. Contractor Insurance Cost Identification

Contractor's base bid shall exclude all costs for insurance coverages provided under the OCIP. If insurance cost is not removed, the bidder may not qualify as the lowest responsive bidder. The Bidder declares under penalty of perjury under California law, that the base bid excludes any costs relating to any insurance coverages afforded under the OCIP and that each subcontractor to the Bidder has similarly excluded costs for any insurance coverage afforded under the OCIP.

C. Change Order Pricing

All Contractors/Subcontractors declare, under penalty of perjury under California law, that any change order issued to the contract is priced to exclude any costs relating to any insurance coverage afforded under the OCIP.

1.3 OWNER-PROVIDED INSURANCE COVERAGES

CONTRACTOR/SUBCONTRACTOR SHOULD REFER TO THE ACTUAL POLICIES FOR DETAILS CONCERNING COVERAGE, EXCLUSIONS, AND LIMITATIONS. THE ORIGINAL POLICIES WILL PREVAIL AS THE SOLE BINDING AGREEMENT IN CONNECTION WITH ANY CLAIM OR QUESTION REGARDING COVERAGE PROVIDED BY THE OCIP. OCIP POLICIES AND PROJECT INSURANCE MANUAL ARE AVAILABLE UPON WRITTEN REQUEST TO THE PROGRAM ADMINISTRATOR.

THE OCIP IS INTENDED TO PROVIDE BROAD COVERAGES AND HIGH LIMITS TO ALL ENROLLED CONTRACTORS/SUBCONTRACTORS. THE OWNER DOES NOT WARRANT OR REPRESENT THAT THE OCIP COVERAGES CONSTITUTE AN INSURANCE PROGRAM THAT COMPLETELY ADDRESSES THE RISKS OF THE CONTRACTORS/SUBCONTRACTORS. PRIOR TO CONTRACT AWARD, IT IS THE RESPONSIBILITY OF ALL CONTRACTORS/SUBCONTRACTORS TO ENSURE THAT THE OCIP COVERAGES PROVIDED SUFFICIENTLY ADDRESS THEIR INSURANCE NEEDS. UPON REQUEST, OCIP POLICIES ARE AVAILABLE FOR REVIEW.

OCIP coverage applies only to Work performed under the contract at the Project (see Section 1.1, B for definition). All Contractors must provide their own insurance for Automobile Liability and off-site locations, labor, and operations.

Such policies or programs may be amended from time to time, and the terms of such policies or programs, as amended, are incorporated herein by reference.

The Contractors/Subcontractors enrolled in the OCIP agree that the OCIP policies' limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP.

- A. Workers' Compensation and Employer's Liability Insurance will be provided in accordance with applicable state laws to all Enrolled Contractors/Subcontractors (each as a named insured, and issued an individual policy) reflecting the following Limits of Liability:**

Workers' Compensation: California Statutory Benefits

Employer's Liability:

- \$1,000,000 Bodily Injury each Accident
- \$1,000,000 Bodily Injury by Disease – Policy Limit
- \$1,000,000 Bodily Injury by Disease – Each Employee

1. Deductible: None
2. Exclusions: The known exclusions for this coverage are set forth below:

Bodily Injury Outside US or Canada	Intentional or Aggravated Bodily Injury
Bodily Injury To Any Member of Flying Crew	Obligations Imposed By Disability Benefits or Any Similar Law
Bodily Injury To Person Subject To Federal Workers' Compensation	Obligations Imposed By Occupational Disease Laws
Bodily Injury To Person Subject To Occupational Disease Laws	Obligations Imposed By Unemployment Compensation Laws
Contractual Liability	Obligations Imposed By Workers' Compensation Laws
Employees Knowingly Employed Illegally	State or Federal Law Violation Fines, Penalties
Employment Related Practices	

This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

3. **Policy Term:** The policy effective date is to be determined. The policy term is to be determined. The policy is intended to remain in effect for duration of the contractor's contracted work. Warranty work and post contract repair work is excluded. Each Contractor/Subcontractor is insured under the policy for the length of its work at the Project.

B. General and Excess Liability Insurance is written on an "Occurrence" form. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors as named insureds, with the total limits of liability reflecting the following:

- \$27,000,000 Bodily Injury and Property Damage Liability
- \$29,000,000 General Aggregate
- \$29,000,000 Products and Completed Operations
- 10 Years Completed Operations

1. Deductible: \$25,000 per occurrence
2. Exclusions: The known exclusions for this coverage are set forth below:

Aircraft, Auto or Watercraft	Nuclear
Asbestos	Personal and Advertising Bodily Injury
Medical Payments Coverage	Pollution and Hazardous Materials
Certain Exclusions to Personal and Advertising Injury Liability	Prior Continuous, or Progressively Deteriorating Injury or Damage
Certified Acts of Terrorism	Professional Liability
Communicable Disease	Property Damage to the Project During the Course of Construction
Contractual Liability (Limited Coverage Provided)	Property Damage to Your Product
Cross Suits – Limited	Punitive Damages
Cyber and Data	Recall of Products, Work Or Impaired Property
Employers Liability	Silica or Silica Mixed Dust
Employment Related Practices	Subsidence
Expected or Intended Injury	Violation of Statutes Governing Collecting, Transmitting Information
EIFS Installation	Violation of Statutes Governing Email, Fax, Phone Calls
Fungi Or Bacteria	War

Lead
 Certain exclusions for transportation or use of
 Mobile Equipment
 Damage to Your Work

Workers Compensation and Similar Laws
 Damage to Property

This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions and policy terms.

3. **Policy Term:**
 - a. The policy effective date is to be determined. The policy is intended to remain in effect for the length of the construction of the Project.
 - b. Ten years Products and Completed Operations coverage

C. Contractor’s Pollution Liability is written on an “Occurrence” form. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors, as named insured, reflecting the following Limits of Liability:

- \$5,000,000 Per Occurrence / \$5,000,000 Policy Aggregate
 - Defense costs are outside of limits up to \$1,000,000.
1. \$10,000 Deductible per Occurrence
 2. Contractor/Subcontractor shall be liable for payment of the deductible, at its expense; to the extent claims payable are attributable to their acts or omissions and/or the acts or omissions of its Subcontractors of any tier or any other entity or person for whom it may be responsible. The deductible will apply to each occurrence and must be satisfied prior to payment of the loss. The deductible amount shall not be reimbursed by the OCIP Insurance Program or the District.
 3. Exclusions: The known exclusions for this coverage are set forth below:

Auto, Aircraft, Vessel Or Rolling Stock	Nuclear
Claims Between Certain Insureds	Other Entities
Contractual Liability	Pre-Existing Conditions
Damage To Property	Products
Fines, Penalties, and Treble Damages	Terrorism
Employment Related Practices	War
Owned Hazardous Materials Facility	Workers Compensation and Similar Laws

This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

4. **Policy Term:**
 - a. The policy effective date is to be determined. The policy is intended to remain in effect for the length of the Project.

D. Builder’s Risk coverage will be in place during the course of construction at the Project. Such insurance shall be written on a repair or replacement cost basis, subject to exclusions, sub limits, property limitations and conditions. Such insurance shall include the interests of the Owner as named insured and enrolled Contractors/Subcontractors as additional insureds. The deductible schedule is as follows:

Deductibles

- \$5,000 - \$100,000 deductible (depending on type of structure) for Wood Frame, Modular, Tilt-Up Construction, Joisted Masonry, and Fire Resistive / Non-Combustible / Masonry Non-Combustible.
 - Up to \$250,000 deductible for Water Damage to All Construction Types
 - Deductibles are subject to increase if a Project’s Builder’s Risk term is extended 60 days or more.
1. Contractor/Subcontractors shall be responsible for the applicable deductible. The deductible shall apply to each occurrence and must be satisfied prior to payment of the loss. The deductible shall not be reimbursed by the OCIP Insurance Program or the District.
 2. Exclusions: The known exclusions for this coverage are set forth below:

Asbestos	Foreign Terrorism
Certain Offsite Property	Infidelity, Dishonesty, Fraudulent Activity of Insured
Certain Release, Discharge, Escape, or Dispersal of Contaminants or Pollutants	Land, Values of Land, Cut, & Fill etc. Prior to Project Commencement
Certified Acts of Terrorism (Optional Coverage)	Loss Under Any Manufacturer or Supplier Guarantee/Warranty
Cessation of Work	Normal Subsidence
Consequential Loss (except as provided in Delay in Opening Coverage)	Nuclear
Communicable Disease	Offshore or Barrier Island Property
Contractor's Tools, Machinery, Plans, Equipment	Property That Stores, Processes, or Handles Radioactive Materials
Cost of Making Good (Optional Coverage)	Rolling Stock, Aircraft, Watercraft
Damage to Existing Property (Optional Coverage)	Software Loss, unless results from an Open Peril
Damage While Testing Prototype or Used Machinery/Equipment	Standing Timber, Growing Crops, Animals
Damages, Fines, Penalties at Government Agency or Court Order	Vehicles or Equipment Licensed For Highway Use
Disappearance or When Revealed by Inventory Shortage Alone	War and Military Action
Earth Movement (Optional Coverage)	
Electrical, Magnetic, or Errors Related to Electronic Records	
Financial Accounts, Instruments, Stamps, Deeds, Precious Material	
Flood (Optional Coverage) (rain and the accumulation of rainwater included in Flood definition)	

This builder’s risk coverage and exclusion summary may not be all inclusive. The policy language may contain additional exclusionary language, limitations or carve-backs that are not identified on the table. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions, sublimit and deductibles.

Special Conditions: All Wood Frame and Modular projects are subject to Protective Safeguards as shown in A

3. **EXHIBIT A.**
4. **Policy Term:** The policy term is the term of the project.
5. *All Contractors/Subcontractors shall be responsible for any loss or damage to their personal property. This would include, but is not limited to, tools, equipment, mobile construction equipment, or materials NOT intended to be a permanent part of the building, whether owned, borrowed, used, leased, or rented by any Contractor/ Subcontractor. Any insurance purchased by the Contractors/ Subcontractors, or self-insurance, shall be the Contractors’/ Subcontractors’ sole source of recovery in the event of a loss.*

E. OCIP Policies Establish OCIP Coverage. The insurance coverages, limits of liability, definitions, terms, conditions, exclusions and limitations referenced in these contractual provisions and the other contract documents are set forth in full in the OCIP insurance policies. The summary descriptions of such policies in these contractual provisions, in the Project Insurance Manual, or in any other contract document or elsewhere are not intended to be complete or to alter or amend any provisions of the actual OCIP policies. To the extent, if any, such descriptions herein or therein conflict with any such insurance policies, the provisions of the actual insurance policies shall govern. To the extent there are any other conflicts between or among the provisions of such insurance policies, these contractual provisions, the contract documents, or the Project Insurance Manual, then in descending order, the insurance policies shall govern, followed by these contractual provisions, the contract, the other contract documents, then the Project Insurance Manual. Contractor/Subcontractor acknowledges that it has had the opportunity to review the insurance policies as provided in Section 1.3, and that it is relying solely on the provisions set forth in the insurance policies, and not upon any oral or written statement or reference in these contractual provisions, any other contract document, the Project Insurance Manual, or otherwise.

1.4 OCIP CERTIFICATES AND POLICIES

All Enrolled Contractors/Subcontractors will receive Certificates of Insurance for Workers' Compensation, General Liability, Excess Liability and Contractor's Pollution Liability coverages. Each enrolled Contractor/Subcontractor will receive their own Workers' Compensation policy. Program Administrator will provide a copy of the OCIP policies upon written request. Such policies or programs may be amended from time to time and the terms of such policies or programs, as they may be amended, are incorporated herein by reference. Contractors/Subcontractors hereby agree to be bound by the terms of coverage, as contained in such insurance policies and/or self-insurance programs.

1.5 CONTRACTOR/SUBCONTRACTOR RESPONSIBILITIES

Participation in the OCIP is mandatory but not automatic. Contractor /Subcontractor must comply with the following:

A. Contractor Eligibility, see Section **1.1, A** for definition.

B. Contractor Registration & Enrollment

The Program Administrator will provide online registration via WrapPortal(see Section 1.1 A); a User Name, Password and URL for website enrollment will be provided to each Subcontractor upon entry of Subcontractor identifying information into WrapPortal by Contractor or Parent Subcontractor regardless of enrollment eligibility.

An Eligible Contractor/subcontractor is not enrolled until the Program Administrator and OCIP insurers receive and approve a completed OCIP Enrollment via WrapPortal for each awarded contract. Subcontractor shall also upload declarations pages, including proof of rates from Subcontractor's current policies. Enrollment is required prior to commencement of on-site activities but no Subcontractor shall be enrolled sooner than 30 days prior to their start date. Subcontractors must provide the Required Insurance Coverages (see Sections 1.7 and 1.8) via WrapPortal.

Any Subcontractor who enrolls in the OCIP after their start date must provide a No- Known-Loss Letter to the Program Administrator, along with the enrollment documentation. Late Enrollment is not guaranteed and must be approved and accepted by the insurance carrier. Upon approval, the Program Administrator will provide evidence of OCIP coverage to the Subcontractor, as noted in Section 1.4

All Contractors/Subcontractors of all tiers shall cooperate with and require their Subcontractors to cooperate with the Owner and the Program Administrator regarding the administration and operation of the OCIP.

C. Contractor/Subcontractor Compliance with Other Forms and Procedures

All Enrolled Contractors/Subcontractors are required to complete and submit the following forms:

1. Project Site Monthly Payroll Report

Project Site Monthly Payroll must be submitted to the Program Administrator by the 10th of each month via WrapPortal until the completion of the contract and in no event shall be later than the 15th of each month. This report must summarize the unburdened payroll by Workers' Compensation Class Code. Certified payroll is not a requirement of the OCIP and cannot be accepted. **If the Project Site Monthly Payroll Report is not submitted to the Program Administrator, the Contractor, Construction Manager and/or Owner may withhold payment from the prime or parent contractor until the report is received.** Subcontractor agrees to keep and maintain accurate and classified records of their payroll for operations at the Project Site. This payroll information is submitted to the OCIP insurer. At the end of each contract, a carrier audit may be performed using the reported payroll and other supporting documents, as required by the California Workers Compensation Insurance Rating Bureau (WCIRB).

Workers' Compensation Insurance Rating Bureau Requirements

Once an Eligible Contractor/Subcontractor is enrolled into the OCIP, a separate Workers' Compensation Policy will be issued to them. All Enrolled Contractors/Subcontractors shall comply with the rules and regulations of the California Workers Compensation Insurance Rating Bureau (WCIRB).

2. Contractor's Completion Notice

Contractor's Completion Notice must be submitted to the Program Administrator via WrapPortal upon completion of work at the Project, which includes punch list items, but not warranty work. Contractor/Subcontractor shall cooperate with Contractor in completing the *Contractor's Completion Notice*. The Contractor's Completion Notice shall evidence all enrolled Contractors/Subcontractors' **final contract value, actual start and completion dates**, per contract. This information is used to confirm that each Workers' Compensation Policy was issued with correct policy term dates, covering the Contractors/Subcontractors for the duration of their work at the Project. This information is subsequently submitted to the Workers' Compensation Insurance Rating Bureau (WCIRB).

3. Project Insurance Manual

A Project Insurance Manual will be provided to all awarded Contractors/Subcontractors, which includes a Program Summary, Claims Reporting Instructions, Project Safety Guidelines, necessary forms, and contact information. Copies can be requested from the Program Administrator.

Contractor/Subcontractor Compliance with all aspects of the OCIP

All Contractors/Subcontractors further acknowledge and agree to comply fully and promptly with such safety, loss control, and quality control rules, requirements, and directives as may from time to time be promulgated by Owner, the Program Administrator and/or the OCIP insurers or any of its or their respective consultants, agents, or representatives. Neither the Contractor or Subcontractor of any tier shall impede or otherwise prevent Owner, their representatives or the Program Administrator or their respective consultants from entering or otherwise accessing the project or its related off-site locations. Nothing in this document, or any other contract document or in the Project Insurance Manual, shall be deemed to render Owner or any of its affiliates of any tier an employer of Contractor/Subcontractor or any of its Subcontractors or any of its or their personnel or employees. **Failure to comply will be considered non-performance under the contract.**

It is the obligation of each Eligible Contractor/Subcontractor to enroll in the OCIP and to comply with all OCIP requirements set forth in these contractual provisions, in the OCIP insurance policies, in the Project Insurance Manual, and elsewhere in the contract documents. Contractor/Subcontractor shall provide each of its Subcontractors, among other things, with a copy of the Project Insurance Manual and a copy of these contractual provisions. Contractor/Subcontractor shall require in writing that each enrolling Subcontractor comply with, among other things, the provisions of the OCIP insurance policies, the Project Insurance Manual, and the contract documents. All such requirements shall be included in all subcontracts and sub-subcontracts with eligible parties. The failure of Contractor/Subcontractor or any other party to provide eligible Subcontractors with a copy of this document, the Project Insurance Manual, and/or all other applicable requirements shall not relieve any such Subcontractor of any of the obligations contained therein.

Contractor/Subcontractor shall keep and maintain accurate records and information in accordance with the requirements of the OCIP Insurer(s), the Project Administrator, the Project Insurance Manual, and the contract documents, and shall provide such records and information to Owner, the Program Administrator, and/or the OCIP insurers upon request.

1.6 OCIP DISCLAIMER

The Owner does not warrant or represent that the OCIP coverages constitute an insurance program that completely addresses all the risks of the Contractors/Subcontractors. Prior to the commencement of work under the contract, it is the responsibility of all Contractors/Subcontractors to ensure that the OCIP coverages provided sufficiently address their insurance needs. Any additional insurance coverage purchased will be at Contractor's/Subcontractor's option and sole expense.

1.7 REQUIRED CONTRACTOR/SUBCONTRACTOR PROVIDED INSURANCE COVERAGES

For any work under this contract, and until completion and final acceptance of the work by the Owner, the Contractors/Subcontractors shall, at their own expense, promptly furnish Certificates of Insurance evidencing that coverage is in force and any required Additional Insured Endorsements to the Owner, with a copy to the Program Administrator for the following coverages, before commencing work on the Project.

- A. Automobile Liability Insurance Requirements and Limits:** See Section 1.8 for Certificate Holder and Additional Insured Endorsement specifications. Automobile Liability Insurance must cover all vehicles owned by, hired by, or used on behalf of the Contractors/Subcontractors for both Project Site and off-site operations with the following minimum limits of liability:

Auto Liability Insurance Limits required:

All Contractors/Subcontractors*

<u>General/Prime Contractor</u>	<u>Subcontractor</u>	
\$2,000,000	\$1,000,000	Bodily Injury and Property Damage Liability

*See Section 1.8 for additional insured language

- B. Workers' Compensation and Employer's Liability Insurance Limits:**

Workers' Compensation –Statutory Benefits - All States

Employer's Liability:

- \$1,000,000 Bodily Injury each Accident
- \$1,000,000 Bodily Injury by Disease – Policy Limit
- \$1,000,000 Bodily Injury by Disease – Each Employee

C. General Liability Insurance, minimum limits of liability are as follows:

Eligible Contractors/Subcontractors

<u>General/Prime Contractor</u>	<u>Subcontractor</u>	
\$2,000,000	\$1,000,000	Bodily Injury and Property Damage Liability Per Occurrence
\$2,000,000	\$1,000,000	General Aggregate
\$2,000,000	\$1,000,000	Products/Completed Operations Aggregate
\$2,000,000	\$1,000,000	Personal/Advertising Injury Liability Per Person or Organization

Ineligible Contractors / Subcontractors (Excluded)

<u>General/Prime Contractor</u>	<u>Subcontractor</u>	
\$2,000,000	\$1,000,000	Bodily Injury and Property Damage Liability Per Occurrence
\$2,000,000	\$1,000,000	General Aggregate
\$2,000,000	\$1,000,000	Products/Completed Operations Aggregate
\$2,000,000	\$1,000,000	Personal/Advertising Injury Liability Per Person or Organization

D. Professional Liability Insurance: If Contractor's/Subcontractor's work requires design and/or design-assist services, or Contractor/Subcontractor performs professional services of any kind, Contractor/Subcontractor shall purchase and maintain, at its sole cost and expense, Professional Liability (Errors and Omissions) insurance for all professional services provided. This Professional Liability insurance shall include full prior acts coverage sufficient to cover the services under this agreement, with the following minimum limits of liability:

\$1,000,000 per Claim/Annual Aggregate

Deductible or self-insured retention amount must not be greater than \$100,000 per claim, including coverage of contractual liability.

Professional Liability Insurance is to be maintained during the term of the contract and for so long as the insurance is reasonably available as provided herein, for a period of ten (10) years after completion of the services.

E. Environmental and Asbestos Abatement Coverages: If the Contractor's/Subcontractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

\$1,000,000 per Claim/Aggregate

F. Aircraft or Watercraft Liability Insurance: If any Contractor/Subcontractor requires the use of Aircraft or Watercraft at the Project Site, the Contractor/Subcontractor shall purchase and maintain, or cause the operator of the Aircraft or Watercraft to purchase and maintain, Aircraft or Watercraft liability insurance. This must insure passengers and the General Public against personal injury, bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others. It includes Aircraft or Watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading". Contractor/Subcontractor will be required to provide

the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

\$5,000,000 per Claim/Aggregate

1.8 REQUIRED CONTRACTOR/SUBCONTRACTOR CERTIFICATES OF INSURANCE AND ADDITIONAL INSURED ENDORSEMENTS

Certificates of Insurance and Additional Insured Endorsements acceptable to the Owner and Program Administrator must be filed with the Owner within ten (10) days after award of the contract to all Contractors/Subcontractors and prior to commencement of on-site activities.

All required insurance shall be maintained, without interruption, from the date of commencement of on-site activities, until the date of the final payment or expiration of any extended period, as set forth in this agreement. These certificates and additional insured endorsements required by Section 1.7 and 1.8 shall provide not less than thirty (30) days prior written notice to the Owner, with a copy to the Program Administrator, of any material change in the insurance, cancellation, or non-renewal.

Certificates of Insurance, the Project must be identified on the Certificate of Insurance in the "Description of Operations/Locations/Vehicles/Special Items" section. The Certificates of Insurance should name District, as the Certificate Holder, as specified below:

Certificate Holder:

Compton Community College District
c/o Keenan
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501

Additional Insured Endorsements: The Owner must be specifically named on the Schedule of an Additional Insured Endorsement, under the section titled, "Name of Person or Organization", as specified below:

1. **The District, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers, and independent contractors as additional insureds.**
2. All Contractors/Subcontractors must provide an additional insured endorsement for automobile liability.

Ineligible Contractors/Subcontractors must provide an additional insured endorsement on both the Automobile Liability and General Liability policies and a waiver of subrogation on workers' compensation.

Compton Community College District
c/o Keenan
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501

1.9 CONTRACTOR/SUBCONTRACTOR INSURANCE FOR PERSONAL PROPERTY AND EQUIPMENT

All Contractors/Subcontractors shall be solely responsible for any loss or damage to their personal property including, without limitation, their tools and equipment, mobile construction equipment, scaffolding, and temporary structures, whether owned, borrowed, used, leased, or rented by any Contractor/Subcontractor. Contractors/Subcontractors may at their sole discretion, purchase and maintain insurance or self-insure such equipment and property, and any deductible in relation thereto shall be their sole responsibility. Any insurance, including self-insurance, shall be the Contractors'/Subcontractors' sole source of recovery in the event of a loss.

Any type of insurance or any increase of limits of liability not described in this Section, which the Contractors/Subcontractors require for their own protection or on account of any statute, will be their own responsibility and at their expense.

1.10 ASSIGNMENT OF RETURN PREMIUMS

The Owner will be responsible for the payment of all premiums associated solely with the OCIP and will be the sole recipient of any dividend(s) and/or return premium(s) generated by the OCIP.

1.11 WAIVER OF SUBROGATION AND OWNER INDEMNIFICATION

With respect to their work on the Project:

1. Owner waives all rights of subrogation and recovery against the Contractors/Subcontractors for any loss or damage which is insured under the OCIP.
2. Contractors/Subcontractors waive all rights of subrogation and recovery against the Owner and other Contractors/Subcontractors for any loss or damage which is insured under the OCIP.
3. The Contractors/Subcontractors are obligated to indemnify the Owner for damages or claims not covered by the OCIP.

1.12 NO RELEASE

The provision of the OCIP by the Owner will in no way be interpreted as relieving the Contractors/Subcontractors of any other responsibility or liability under this agreement or any applicable law, statute, regulation, or order.

1.13 OWNER'S RIGHT TO AUDIT

The Contractor/Subcontractor will permit the Owner and/or its representative to examine and/or audit its books, records, and insurance policy information. Contractor/Subcontractor will also provide any additional information to the Owner, or its appointed representatives, as may be required.

1.14 DUTIES IN THE EVENT OF A LOSS

Contractors/Subcontractors are required to report all losses and potential losses promptly to OCIP insurers and/or Program Administrator. A full description and details of the incurred loss are also required.

The Contractor/Subcontractor shall assist the Owner, its agents, and the Program Administrator, by providing the utmost cooperation in the adjustment of claims arising out of the operations conducted under, or in connection with, the Project and shall cooperate with the Owner's insurers in claims and demands that arise out of the Project and that the insurers are called upon to adjust.

In the event of an accident, it shall be the responsibility of the employing and/or responsible Contractor/Subcontractor to see that injured workers or members of the public are provided immediate medical treatment. All appropriate medical and claim forms must be filed in accordance with the claim procedures developed for this Project by Keenan & Associates, hereinafter called "Program Administrator." This includes notification to the appropriate state authorities, if necessary.

1.15 OCCUPATIONAL SAFETY AND HEALTH COMPLIANCE

All Contractors/Subcontractors are expected to comply with all applicable local, state, and federal occupational safety and health requirements. If additional safety and health requirements are set forth in the contract specifications, all contractors shall comply with these requirements.

It is the responsibility of each Contractor/Subcontractor to maintain an environment free of recognized hazards. All Contractors/Subcontractors shall exercise reasonable care to prevent work-related injuries; property and equipment damage at the Project, as well as minimize risk to the public and third-party property.

The Program Administrator shall conduct periodic loss control surveys on behalf of the District. These surveys will focus on evaluating the Contractors'/Subcontractors' efforts to minimize loss, assist in identifying loss exposures, and to recommend appropriate corrective measures. The Program Administrator is a resource to supplement the safety and loss prevention activity of Contractors/Subcontractors. Its loss control survey activities or other activities of the Program Administrator and/or OCIP insurers do not in any way relieve the Contractors/Subcontractors of their responsibilities for Project safety.

1.16 PROJECT SAFETY PROGRAM

In addition, local, state, and federal occupational safety and health laws, the following standards apply to all Enrolled and Non-Enrolled Contractors/Subcontractors.

A. Safety Orientation

1. Contractor/Subcontractor employees shall be provided with a project specific safety orientation prior the start of the project. At a minimum, the orientation will address the following items:
 - a. The District's site safety requirements.
 - b. Site specific safety hazards and protective measures for these hazards.
 - c. Emergency telephone numbers and procedures.
 - d. Local medical clinic/hospital information within the Medical Provider Network (MPN).

B. Program Management

1. Each Contractor/Subcontractors shall have the following safety programs:
 - a. Injury and Illness Prevention Plans
 - b. Hazard Communication Programs
 - c. Heat Illness Prevention Plans
2. Each Contractor/Subcontractor shall have an onsite competent person responsible for occupational safety and health. A competent person is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

C. Mandatory 6' Fall Protection

1. Contractor/Subcontractor employees shall be protected from fall exposures of 6 feet or greater. Activities include but are not limited to:

a. Steel erection	d. Decking
b. Roofing	e. Work performed from scaffolds
c. Framing	f. Work performed from ladders

Exceptions: The following exceptions apply only to framers and wood frame activities:

- a. When installing or "rolling" the joists, Cal/OSHA fall protection requirements shall govern.
- b. When framers are walking/working on securely braced joists, rafters, or roof trusses on center spacing not exceeding 24 inches, and more than 6' from an unprotected side or edge, they shall be considered protected from falls between the joists, rafters, or roof trusses.
2. A safety monitor as means of fall protection is prohibited.
3. Ladder jacks and lean-to scaffolds are prohibited.

4. Contractor/Subcontractors are required to provide training to their employees who might be exposed to a fall hazard prior to the exposure or upon hiring. This training shall be documented and available for review.
5. Methods of fall protection include but are not limited to the following:
 - a. Railings
 - b. Covers for Floor, Roof, and Wall Openings
 - c. Personal Fall Arrest Systems, Personal Fall Restraint Systems, and Positioning Devices
 - d. Controlled Access Zones
6. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.
7. The use of wire ropes as top rails and intermediate rails of guardrail systems used for perimeter protection, or at interior openings such as stairways and elevator shafts, shall be installed in accordance with Cal/OSHA requirements. Additionally, wire ropes shall be secured to each support and taut at all times. The maximum deflection of the top rail when a load of 200 pounds is applied in any direction at any point of the top rail shall not exceed 3 inches in one direction which includes the free hanging sag in the wire rope.
8. The minimum parapet height allowed for fall protection is 42 inches or greater.
9. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance with Cal/OSHA Construction Safety Orders.
10. Covers used to cover floor and roof openings shall be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one square foot area of the cover at any time.
11. Controlled access zones shall be defined by a control line or other means that restricts access. Each line shall have a minimum breaking strength of 200 pounds. Signs shall be posted to warn unauthorized employees to stay out of the controlled access zone.
12. Control lines shall consist of ropes, wires, tapes, or equivalent materials. Control lines shall be erected and supported in accordance with Cal/OSHA Construction Safety Orders.
13. Scaffold Access/Egress. An internal ladder system with hatches and drop-down ladders or temporary stairs shall be provided for safe access/egress on all scaffolds 20 feet or greater in height. External straight ladders are prohibited on all scaffolds if it exposes a user to a fall of 20 feet or greater in height. Exception: When adjustable scaffolds are utilized.
14. When adjustable scaffolds are utilized, they shall have rest platforms at 20-foot maximum vertical intervals.

D. Site Safety

According to industry practices, it is the responsibility of contractors of all tiers to exercise reasonable care to prevent work-related injuries; property and equipment damage at the project site, and to minimize risk to the third-party persons and property. Contractors/Subcontractors of all tiers shall be expected to comply with the following safety and loss control requirements:

1. All Subcontractors shall identify their contact person(s) to the General or Prime Contractor.
2. All Contractors/Subcontractors shall follow District procedures for dealing with the media.
3. At all times, hard hats shall be worn in the construction environment. Hard hats shall meet the requirements of ANSI Z89.1. No modification to the shell or suspension is allowed except when such changes are approved by the manufacturer.

4. 100% protective eyewear with side shield protection is required while in the construction environment, shop, or anytime eye hazards exist. Protective eyewear shall bear a legible and permanent “Z87” logo to indicate compliance with applicable ANSI/ASSE Standard.
5. All construction employees shall wear clothing suitable for the weather and work conditions. At a minimum, this shall be short sleeved shirts, long pants, and leather or other protective work shoes or boots.
6. Alcohol is prohibited on District property always.
7. Contractors/Subcontractors will be required to respond to all District complaints about objectionable levels of dust or noise and will be required to provide prompt and appropriate abatement.
8. Construction personnel cannot enter District grounds other than the construction site unless accompanied by District personnel and are allowed only “incidental” contact with students. Violations of these requirements by any construction employee will result in a mandatory background check of that employee – including fingerprinting – as required by state law.
9. All prime contractors must attend the site-specific pre-construction meeting.
10. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any employee observed disregarding this policy shall be removed from the job site until further notice.
11. Contractors and subcontractors at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by contract work. Contractors and subcontractors shall not leave debris under, in, or about the premises. Upon completion of the contract work, contractors and subcontractors shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractors and subcontractors shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from the site. No glass containers are permitted on the site.
12. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
13. All Contractors/Subcontractors will advise non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

E. Crane Safety

1. In accordance with Title 8, California Code of Regulations, section 5006.1, employers shall only permit operators who have a valid certificate (license) of competency to operate cranes. The operator shall have his license on his person, readily available for review.
2. All cranes used in lifting service, exceeding 3 tons rated capacity, and their accessory gear shall not be used until the employer has ascertained that such equipment has been certificated in accordance with Cal/OSHA as evidenced by current and valid documents. Certificates (annual and quadrennial) attesting to current compliance with testing and examination standards shall be maintained, readily available for each crane.
3. The contractor shall provide an erection plan and procedure for erection of trusses and beams over 25 feet long. The erection plan and procedure shall be prepared by a civil engineer currently registered in California. This plan and procedure shall be followed and kept available on the job site.

F. Fire Prevention During Welding, Cutting, and Other Hot Work

1. Contractors engaged in welding and allied processes, heat treating, grinding, cutting, thawing pipe, powder-driven fasteners, hot riveting, torch-applied roofing in conjunction with the requirements of NFPA 241, and similar applications producing or using a spark, flame, or heat shall adhere to National Fire Protection Association Standard 51B entitled "Standard for Fire Prevention During Welding, Cutting, and Other Hot Work."

G. Incident Investigation Requirements

1. The contractor shall perform thorough, in-depth investigations and evaluations of all incidents. A formal incident investigation shall be conducted whenever any incident occurs, including, without limitation, both non-injury incidents and incidents involving first aid. Additionally, near miss accidents and/or incidents must be reported and undergo the same in-depth investigation, root cause analysis and lessons learned process. The incident investigation report shall be e-mailed to Keenan and Associates within 5 working days.
2. Recommendations and lessons learned to prevent recurrence of incidents shall be documented and communicated to all employees of contractor and subcontractors through safety meetings and on-the-job training.

H. Return to Work:

1. The District and OCIP Carrier are committed to working with all Enrolled Contractors and Subcontractors to promote the successful & timely return to work of injured employees following a work-related injury. The purpose of this policy is to ensure that Enrolled Contractor/Subcontractor employees who temporarily cannot return to their normal duties due to job-related injury or illness but can safely perform transitional duties while recovering is offered appropriate transitional duties for a limited time only.
 - a. An employee who has experienced a job-related injury requiring medical treatment must provide a proper medical release prior to returning to work.
 - b. An employee who has been removed from the jobsite ambulatory must provide a proper medical release prior to returning to work.
 - c. Each Enrolled Contractor/Subcontractor will cooperate with the OCIP Carrier to facilitate the return to work of any injured employee capable of safely performing transitional duties.
 - d. When the employee is released to transitional duties, it is the Enrolled Contractor/Subcontractor's responsibility to facilitate the injured employee's return to work.
 - e. The Enrolled Contractor/Subcontractor is expected to accommodate the injured employee and facilitate the return to work.
 - f. It will be the responsibility of the insurance carrier to maintain communication with the treating physician and the Enrolled Contractor/Subcontractor to facilitate the prompt return of an employee to full work status.

I. Conflicting Safety Requirements:

Contractors and subcontractors shall adhere to all applicable federal, state, local, and contractual safety and health requirements. If there is a conflict between any of these safety and health requirements, the most stringent requirement shall apply.

J. Noncompliance and Unsafe Practices

Owner or their representative shall have the authority to immediately cease any and all operation (s) on the jobsite that is deemed by Owner or their representative to be unsafe to property or has the potential to cause Bodily Injury, pursuant to Title VIII California Code of Regulation, Section 1511. Any such cession of work shall not constitute recoverable delay or other contractual

remedies for liquidated damages and may expose the offending contractor to any such losses to the District or other trades.

K. Professional Conduct Clause

Contractors and subcontractors shall at all times adhere to safety requirements (contractual and regulatory) and shall encourage safe and professional behavior among their employees. Contractor and subcontractors shall not allow on the job site any unfit person, unsafe person, anyone unskilled and unqualified to perform the work assigned to them, or anyone exhibiting such qualities. Any person in the employ of the contractor or subcontractor whom the District or the District's agent/representative may deem incompetent, unsafe, or unfit shall be immediately dismissed from the OCIP job site and shall not again be allowed on the OCIP the job site except with the written consent of District or the District's agent/representative. The District reserves the right to request that the contractor or subcontractor's assigned Project Supervisor/Manager be replaced immediately.

1.17 OWNER'S INSURANCE OBLIGATIONS; CONTRACTORS'/SUBCONTRACTORS' OBLIGATIONS; REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

(a) Owner assumes no obligation to provide insurance other than that summarily described in these Contractual Provisions, in the Project Insurance Manual, and in the OCIP insurance policies. Contractor/Subcontractor shall review the OCIP coverages, limits of liability, and insurance policies to satisfy themselves that the coverages offered thereby meet its needs. Nothing contained herein shall be deemed to place any responsibility on Owner, and Owner disclaims any responsibility, for ensuring that the insurance provided by the OCIP is sufficient for the conduct of Contractor's/Subcontractor's business or performance of the Work, including, without limitation, the adequacy of the limits of liability provided by, and as to all other terms, conditions, and exclusions of, the OCIP insurance policies. The furnishing of insurance by Owner through the OCIP shall in no way relieve or limit or be construed to relieve or limit Contractor/Subcontractor of any responsibility, liability or obligation imposed by the contract, the contract documents, the Project Insurance Manual, the OCIP insurance policies, or by law, including, without limitation, all indemnification obligations on the part of Contractor/Subcontractor.

(b) By enrolling in the OCIP, Contractor/Subcontractor acknowledge that (i) the limits of liability of the OCIP insurance policies are shared by all insured parties under the OCIP; (ii) Owner is not an insurer or in the business of insurance and is not an agent, broker, partner or guarantor of Contractor/Subcontractor or any of the insurance companies providing coverage under the OCIP (the "OCIP insurers"); and (iii) Owner is not responsible for (a) the availability, adequacy, or exhaustion of the limits of the OCIP, (b) the present or future solvency of any of the OCIP insurers or (c) any claims or disputes by, between or among Owner, Contractor/Subcontractor and any of the OCIP insurers, including, without limitation, claims or disputes arising out of any the OCIP insurers' payment or nonpayment of claims or losses, or such insurers' contractual or extra-contractual duties, including, without limitation, defense and/or indemnity obligations. Any type of insurance coverage or limits of liability not provided by the OCIP which Contractor/Subcontractor desires for its own protection, or which is required by applicable laws or regulations, shall be its sole responsibility and expense and shall not be included in its compensation for performance of the contract work. If Contractor/Subcontractor believes that additional limits of liability beyond those provided by the OCIP would be prudent for its protection, it agrees to investigate and procure such additional limits of liability for itself at its sole cost.

(c) By enrolling in the OCIP, Contractor/Subcontractor represents and warrants that it has had the opportunity to read and analyze (and to obtain professional assistance to read and analyze) a copy of the OCIP insurance policies and understand the contents thereof. Any reference in these contractual provisions, in the Project Insurance Manual, or elsewhere in any contract document as to amount, nature, type or extent of coverage provided under the OCIP and/or potential applicability to any potential claim or loss is for reference

only and Contractor/Subcontractor represents and warrants that it has not relied upon any such reference or any other oral or written statement by or on behalf of Owner, the Project Administrator, or any of its or their agents, employees or representatives, but solely upon its own independent review and analysis of the OCIP insurance policies in formulating any understanding and/or belief as to amount, nature, type or extent of any coverage, conditions, extensions, or limits of liability provided by and as to all other terms of the OCIP insurance policies and/or their potential applicability to any claim or loss or their sufficiency for the conduct of Contractor's/Subcontractor's business or performance under the contract documents. To the extent that Contractor/Subcontractor deems it prudent to secure and maintain additional, supplemental, excess, or wholly independent insurance or liability associated with its work on the Project or otherwise, it shall be responsible to do so at its sole expense.

(d) Contractor/Subcontractor hereby releases Owner, the Program Administrator and their respective representatives, agents, directors, officers, employees, partners, shareholders, members, affiliates of every tier, successors, and assigns from any and all claims and liabilities arising out of or relating to acts, errors, omissions or negligence (i) in the design, selection, placement, adequacy, amount, limits, scope and nature of insurance coverage afforded by the OCIP, (ii) in the selection, performance and present and future solvency of the OCIP insurers, and (iii) in the implementation and administration of the OCIP. Contractor/Subcontractor shall make its own determinations regarding such matters and expressly waives all rights and benefits conferred upon it by the provisions of California Civil Code Section 1542, which provides:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Contractor/Subcontractor expressly acknowledges that the foregoing waiver of the provisions of Section 1542 was separately bargained for, and expressly agrees that the release provision shall be given full force and effect, including, without limitation, as to unknown or unsuspected claims, demands, liabilities and causes of action, if any may exist or arise. This release provision shall survive the completion of the contract work and the expiration or other termination of the Agreement.

1.18 JOINT DEFENSE OF CLAIMS AND SUITS AGAINST MORE THAN ONE INSURED

(a) If a claim, demand, suit, or other proceeding (“Claim”) is brought against more than one insured under the OCIP, Owner and Contractor/Subcontractor recognize the common interest of all OCIP insureds in jointly defending that Claim. To the fullest extent permitted by law, and absent a material, current, actual, conflict of interest that cannot be waived and which mandates the appointment of separate counsel under applicable law, Owner and Contractor/Subcontractor insured under the OCIP (i) shall be defended by the same counsel and by the same consultants and experts selected by Owner and/or the OCIP insurers at its or their sole discretion, regardless of whether the defense under the OCIP is provided subject to a reservation of rights issued by any OCIP insurer, and (ii) waive their respective rights to independent counsel as to any and all such Claims. This waiver is deemed to be continuing. Contractor/Subcontractor agrees to execute such other documents as are required to effectuate this waiver and fulfill the purpose of this Section 1.18.

(b) In defense of Claims arising under the OCIP, information shared with counsel engaged to defend the insureds (“Defense Counsel”) will be protected from disclosure and shall remain privileged even after the termination of the OCIP and/or the completion of the Project. Contractor/Subcontractor agrees not to disclose to any person or entity, other than to Owner and to Defense Counsel, any confidential information obtained in the defense or pursuit of Claims covered, or potentially covered, under the OCIP. Any such confidential information shall only be used in matters that arise directly pursuant to such OCIP Claims. However, disclosures of such confidential information may be made (i) upon written approval from Defense Counsel or (ii) where required by court order or by applicable law.

(c) Nothing in this Section 1.18 shall preclude Contractor/Subcontractors from engaging counsel of its choice, at its sole expense, to associate in the defense of any such Claim.

1.19 Duty of Care

Nothing contained in the OCIP insurance policies, the contract, these contractual provisions, any other contract document, or the Project Insurance Manual shall relieve Contractor/Subcontractor of its obligations to exercise due care in the performance of its duties in connection with the contract work and to complete the contract work in strict compliance with the contract documents.

NOTE: THE OWNER AND PROGRAM ADMINISTRATOR MUST APPROVE CHANGES TO ANY OCIP REQUIREMENT OR PROCEDURE. NO CONTRACTOR OR SUBCONTRACTOR HAS THE AUTHORITY TO AMEND THE OCIP REQUIREMENTS.

OCIP EXHIBIT A**PROTECTIVE SAFEGUARDS****APPLICABLE TO 'WOOD FRAME' PROJECTS ONLY:**

The Builders Risk Policy will not pay for LOSS caused by or resulting from exposures, if the applicable protective safeguards are not maintained during the Builders Risk Policy term of INSURED PROJECT.

As a condition precedent to fire, theft, vandalism, and malicious mischief coverage provided by the Builders Risk Policy, the following protective safeguards will be maintained at every INSURED PROJECT site of Wood Frame construction insured by the Builders Risk Policy.

1. **Fencing** – The entire INSURED PROJECT site shall be surrounded with a six foot chain link fence suitably anchored in the ground and placed a reasonable distance from the insured property. Gates through the chain link fence shall be securely locked during non-working hours.
2. **Lighting** – The entire INSURED PROJECT site shall be illuminated from sunset to sunrise, each day.

**Wood Frame Projects with total insured values greater than \$15M may also be required to provide the following:

- Electronic Security – Electronic security by a contracted service from a surveillance company that owns and operates a UL-certified, North American based monitoring center. The surveillance system must be cloud-based and operational covering 100% of the INSURED PROJECT site utilizing infrared illumination or thermal imaging cameras. The electronic security system must have the following capabilities:
 - Live audible voice-over functionality;
 - Lighting or visual indication features;
 - Four hour back up battery life in the event AC power is lost.

OCIP EXHIBIT B



Owner Controlled Insurance Program (OCIP)

Project Insurance Manual

This manual is intended to provide only a general overview of the Owner Controlled Insurance Program and does not in any way alter or take precedence over the language in the actual insurance policies and contracts. It makes no promise to provide insurance to those not enrolled in the Owner Controlled Insurance Program

Program Administrator:
Keenan & Associates
Construction Services Department

Keenan & Associates | CA License No. 0451271 | www.keenan.com

Keenan

Compton College Student Housing (v.03-2024)

Table of Contents

PREFACE 3
 About This Manual 3
 This Manual Does Not 3

1.0 INTRODUCTION 4
 1.1 Participation & Contractor Compliance 4
 1.2 Subcontractor Eligibility 5
 1.3 Project Site and Offsite Premises 5

2.0 INFORMATION DIRECTORY 6
 2.1 Program Administrator 6
 2.2 Insurance Companies 6

3.0 OCIP COVERAGES 6
 3.1 Workers’ Compensation and Employer’s Liability Insurance 7
 3.2 Commercial General Liability & Excess Liability Insurance 7
 3.3 Builder’s Risk Insurance 8
 3.4 Contractor’s Pollution Liability Insurance 9
 3.5 OCIP Certificates 10

4.0 CONTRACTOR REQUIRED INSURANCE 10
 4.1 Verification of Required Insurance Coverages 10
 4.2 Contractor Maintained Insurance Coverage 10
 4.3 Certificates of Insurance 12
 4.4 Additional Insured Endorsements 12

5.0 CONTRACTOR RESPONSIBILITIES / REQUIREMENTS 13
 5.1 Contractor Bids & Change Orders - Removing Insurance Costs 14
 5.2 Program Compliance 14
 5.3 Confirmation of Enrollment & Evidence of OCIP Coverages 15
 5.4 Payroll Reporting Compliance 15
 5.5 Contract Completion / Closeout Compliance 16

6.0 SAFETY 16
 6.1 Occupational Safety and Health Compliance 17
 6.2 Safety Orientation 17
 6.3 Program Management 17
 6.4 Site Safety 17

6.5 Mandatory 6' Fall Protection	20
6.6 Crane Safety.....	20
6.7 Fire Prevention During Welding, Cutting, and Other Hot Work.....	20
6.8 Incident Investigation Requirements	20
6.9 Return to Work:	21
6.10 Conflicting Safety Requirements	21
6.11 Noncompliance and Unsafe Practices.....	22
6.12 Professional Conduct Clause	22
7.0 CLAIMS REPORTING.....	22
7.1 Workers' Compensation Claim Reporting & Procedures.....	22
7.2 General Liability Claim Reporting.....	23
7.3 Builder's Risk Claim Reporting.....	23
7.3 Contractor's Pollution Liability Claim Reporting.....	24
7.4 Automobile Claim Reporting.....	24
7.5 Instructions and Procedures – Litigation Papers, Legal Documents, etc.	24
7.6 Investigation Assistance/Confirmation of Claim Receipt.....	24
8.0 REQUIRED PROJECT FORMS.....	24
8.1 First Report of Injury (5020).....	26
8.2 Workers' Compensation Claim Form (DWC-1).....	26
8.3 Notice of Occurrence - Accident/Incident Report – GL, Pollution, Builder's Risk.....	29
9.0 FREQUENCY ASKED QUESTIONS (FAQS)	31
10.0 KNOWN POLICY EXCLUSIONS.....	35

Preface

This Manual

- Identifies responsibilities of the various parties involved in the project
- Provides a basic description of the OCIP coverage and program structure
- Describes audit and administrative procedures
- Provides answers to basic questions about the OCIP
- Provides claim reporting procedures
- Will be updated as necessary

This Manual Does Not

- Provide OCIP coverage interpretations
- Provide complete information about OCIP coverages (Refer to OCIP policies)
- Provide answers to specific claims questions

1.0 Introduction

Compton College (herein referenced as the “District” or the “Owner”) is providing an Owner Controlled Insurance Program (OCIP) for work performed at specific project sites. The OCIP is an insurance program that insures eligible and enrolled subcontractors, for work performed at the Job Site (at times referenced herein as the “Work”). **Keenan & Associates**, hereinafter called “Program Administrator”, will administer the OCIP on behalf of Compton College.

Certain subcontractors are excluded from this OCIP. These parties are identified in the Contract Documents and Section 3 (Definitions) of this manual.

The Owner / District will pay the insurance premiums for the OCIP coverage described in this manual. You should notify your insurer(s) to endorse your coverage to be excess and contingent over the insurance provided under this OCIP for on-site activities and the related costs. Each bidding prime or general contractor (“Contractor”) and subcontractors of every tier (“Subcontractor”) is required to exclude from its bid price and requests for payment the cost of insurance coverages that will be provided by the OCIP.

Note

The guidelines in this manual are to be used for informational purposes only. This manual does not constitute a contractual agreement. If conflicts exist between this manual and OCIP Insurance Policies, or this manual and the Contracts between the District, Construction Manager, and Contractor (Enrolled Parties), the OCIP Policies or Owner’s Contracts will govern.

1.1 Participation & Contractor Compliance

Participation in the OCIP is mandatory but not automatic. Enrollment eligibility will be determined upon completion of an online enrollment form which will include documentation of trade, scope of work, estimated value, estimated start and completion. All Contractors and Subcontractors of all tiers must register via the OCIP’s online portal (“WrapPortal”) (www.keenanwrap.com) and adhere to all program requirements, as specified in [Section 5.0](#).

The program Administrator will provide a User Name, Password and URL for website enrollment to each subcontractor upon entry of Subcontractor identifying information into WrapPortal by its Contractor or Parent Subcontractor.

Enrollment of each Contractor’s eligible Subcontractors is mandatory. Contractor shall notify Owner and the Program Administrator in writing of the identity of each Subcontractor regardless of enrollment eligibility and shall cause each Subcontractor to notify the Program Administrator in writing of the identity of each of its Sub-subcontractors, prior to such parties’ commencement of their portion of the Work and prior to their entry onto the Project. Contractors and subcontractors of all tiers shall not be deemed enrolled until the Program Administrator and OCIP insurers receive and approve a completed Contract Enrollment Form, for each awarded contract. Enrollment is required prior to commencement of on-site activities but no contractor shall be enrolled sooner than 30 days prior to their start date. Each Contractor/Subcontractor shall be solely responsible for any and all losses, damages, claims, liabilities, and suits arising out of such Subcontractor’s failure to enroll, or delay in enrolling, any of its Subcontractors.

Enrollment (Definition): An Eligible Subcontractor is considered Enrolled once all required documents are received, reviewed and processed by the OCIP Program Administrator and Insurer.

1.2 Subcontractor Eligibility

A. Eligible

Includes all Contractors and Subcontractors providing direct labor on the Project and excludes Ineligible contractors as defined below. Temporary labor services and leasing companies are to be treated as Eligible Contractors.

B. Ineligible Contractor (Excluded)

It is not the intent to insure certain entities and scopes of work, including, but not necessarily limited to the following: consultants; suppliers; abatement and/or removal of hazardous materials; vendors; off-site fabricators; materials dealers; surveyors; guard services; non-construction janitorial services; and truckers, including trucking to the Project where delivery is the only scope of work performed; contractors subbing out installation who are not performing labor on the project site; and contractors performing landscape maintenance (though landscape work itself is covered). Ineligible parties are required to ensure that any eligible subcontractors who provide on-site labor comply with the OCIP Enrollment and are provided with a copy of this OCIP Manual. Program Administrator reserves the right to reconsider an ineligible entity's participation in the OCIP should its scope of work or contract change at any time. Ineligible contractors will be required to adhere to insurance certificate requirements as stated in section [4.0, under Contractor-Provided Insurance Coverage](#). In addition, any party deemed an Ineligible Contractor, but who has direct labor on the Project, will be required to participate in the Project Safety Program ([see Section 6.0](#)).

Any questions regarding a Subcontractor's status as "Eligible" or "Ineligible" should be referred by written request to Contractor and Owner and approved by the Program Administrator.

1.3 Project Site and Offsite Premises

Coverages provided by the OCIP are Project Site specific. The Project-Site must be designated by the Owner. The Project Site includes the:

1. Ways and means adjoining the endorsed project site.
2. Adjacent locations to the endorsed projects sites where incidental operations are being performed, excluding permanent locations.

With the exception of 1 and 2 mentioned above, off-site locations, labor and operations are not covered by the OCIP. It will be the responsibility of each contractor to maintain off-site insurance, as identified in Section 4.3, which specifies coverage types and minimum limits. Contractor will promptly furnish to the Owner, or their designated representative, Certificates of Insurance evidencing that all required insurance is in force.

2.0 Information Directory

2.1 Program Administrator

Keenan & Associates – Construction Services Department

2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501
Phone: 800.654.8102

Questions Regarding OCIP

Refer questions concerning the OCIP and its administration or coverages to the Program Administrator. Answers to questions may also be found in [Section 9.0 - Frequency Asked Questions](#).

2.2 Insurance Companies

Workers' Compensation	To Be Determined
General Liability	To Be Determined
Excess Liability	To Be Determined
Builder's Risk	To Be Determined
Contractor's Pollution Liability	To Be Determined

See Section 6 For Claims Reporting Instructions and Procedures.

3.0 OCIP Coverages

Description of Owner Controlled Insurance Program (OCIP) Coverages

The OCIP is for the benefit of the Owner and all Enrolled Contractor/Subcontractors who have on-site employees. OCIP coverage applies only to Work performed under the contract at the Project Site specified by the Owner. All Contractors must provide their own insurance for Automobile Liability and off-site locations, labor, and operations. The following coverages are provided by the OCIP:

Workers' Compensation and Employers Liability

Commercial General & Excess Liability

Builder's Risk

Contractor's Pollution Liability

A Certificate of Insurance evidencing workers' compensation & employer's liability, general and excess liability and pollution liability insurance will be issued to each contractor that is enrolled for coverage in the OCIP ("Enrolled Party") via WrapPortal. Other documentation including forms, posting notices, etc., will be provided to each Enrolled Party.

OCIP Disclaimer

The OCIP is intended to provide broad coverages and high limits, to all Enrolled Contractors/Subcontractors. The Owner does not warrant or represent that the OCIP coverages constitute an insurance program that completely addresses the risks of the Contractors/Subcontractors. Prior to contract award, it is the responsibility of all Contractors/Subcontractors to ensure that the OCIP coverages provided sufficiently address their insurance needs. Upon request, OCIP policies are available for review.

3.1 Workers' Compensation and Employer's Liability Insurance

Workers' Compensation and Employer's Liability Insurance will be provided in accordance with applicable state laws to all Enrolled Contractors/Subcontractors (each as a named insured, and issued an individual policy) reflecting the following Limits of Liability:

Coverage A – Workers' Compensation

Liability imposed by the Workers' Compensation and/or Occupational Disease statute of the State of California or governmental authority having jurisdiction related to the work performed on the Project.

Coverage B – Employers Liability

\$1,000,000 Bodily Injury each Accident
 \$1,000,000 Bodily Injury by Disease – Policy Limit
 \$1,000,000 Bodily Injury by Disease – Each Employee

Contractor Deductible: None

Exclusions: The known exclusions for this coverage are listed in [Section 10.0 – Known Policy Exclusions](#). This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that may not be identified in the list. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

Policy Term: The policy effective date is to be determined. The policy term is to be determined. The policy is intended to remain in effect for duration of the contractor's contractual work. Warranty work and post contract repair work are excluded. The policy is intended to remain in effect for the length of the Project or the policy end date, whichever comes first.

3.2 Commercial General Liability & Excess Liability Insurance

All Enrolled Contractors/Subcontractors are considered Named Insureds under the General & Excess Liability policies. The Policies are available for review by Contractors/Subcontractors, upon request to the Owner or the Program Administrator.

Primary Coverage: Total Limits for Bodily Injury and Property Damage

\$27,000,000 Each Occurrence
 \$29,000,000 General Annual Aggregate
 \$29,000,000 Products and Completed Operations Aggregate

- Ten (10) year Products and Completed Operations Extension after project completion with a single non-reinstated aggregate limit.

Policy Forms: "Occurrence" Form

Contractor Deductible: \$25,000

Exclusions: This insurance does not provide coverage for products liability of any enrolled party for any product manufactured, assembled or otherwise worked upon away from the Project Site.

The known exclusions for this coverage are listed in [Section 10.0 – Known Policy Exclusions](#). This list is a summary and may not be exhaustive. The policy language may contain additional exclusionary

language, limitations or carve-backs that may not be identified in the list. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

Policy Term: The policy effective date is to be determined. The policy is intended to remain in effect for the length of the Project.

3.3 Builder's Risk Insurance

The Builders Risk Policy names the Owner as named insured and enrolled Contractors/Subcontractors as additional insureds. This policy is available for review by Contractors/Subcontractors, upon request to the Owner or the Program Administrator.

Primary Coverage: Builders Risk coverage will be in place during the course of construction of the Project. Such insurance shall be written on a repair or replacement cost basis, subject to exclusions, sub limits, property limitations and conditions. The policy covers materials, supplies, equipment, fixtures, or machinery, which will become a permanent part of the building or structure at the Project site specified, limited to policy terms, limits, and exclusions.

Deductible: A deductible, which shall be determined by the type of construction, will apply to each occurrence. The deductible schedule is as follows:

New Construction & Renovation

- \$5,000 - \$100,000 deductible (depending on type of structure) for Wood Frame, Masonry Non-Combustible or Joisted Masonry, and Fire Resistive / Non-Combustible.
- Up to \$250,000 deductible for Water Damage to All Construction Classifications.
- Deductibles are subject to increase if a Project's Builder's Risk term is extended 60 days or more

Contractor Deductible: Contractor/Subcontractors shall be responsible for the applicable deductible. The deductible shall apply to each occurrence and must be satisfied prior to payment of the loss. **The deductible shall not be reimbursed by the OCIP Insurance Program or the District.**

Exclusions: The known exclusions for this coverage are listed in [Section 10.0 – Known Policy Exclusions](#). This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that may not be identified in the list. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

Policy Term: The policy term is the term of the project.

Note:

All Contractors/Subcontractors shall be responsible for any loss or damage to their personal property. This would include, but is not limited to, tools, equipment, mobile construction equipment, or materials NOT intended to be a permanent part of the building, whether owned, borrowed, used, leased, or rented by any Contractor/Subcontractor. Any insurance purchased by the Contractors/Subcontractors, or self-insurance, shall be the Contractors'/Subcontractors' sole source of recovery in the event of a loss.

3.4 Contractor's Pollution Liability Insurance

Contractor's Pollution Liability is written on an "Occurrence" form liability policy. This policy is available for review by Contractors/Subcontractors, upon request to the Owner or the Program Administrator. Certificates of Insurance will be provided to all enrolled Contractors/Subcontractors, as named insured.

Primary Coverage: Bodily Injury or Property Damage from a pollution event as defined within the policy form resulting from covered operations or completed operations.

Limits: \$5,000,000 Per Occurrence / \$5,000,000 Policy Aggregate
Defense costs included within limits

Deductible: \$10,000 Per Occurrence

Contractor/Subcontractor shall be liable, at its expense; to the extent claims payable are attributable to their acts or omissions and/or the acts or omissions of its Subcontractors of any tier or any other entity or person for whom it may be responsible. The deductible amount shall not be reimbursed by the OCIP Insurance Program or the District.

Exclusions: The known exclusions for this coverage are listed in [Section 10.0 – Known Policy Exclusions](#). This is a summary and may not be exhaustive. The policy language may contain additional exclusionary language, limitations or carve-backs that may not be identified in the list. It is the responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

Policy Term: The policy effective date is to be determined. The policy is intended to remain in effect for the length of the Project.

3.5 OCIP Certificates

All Enrolled Contractors/Subcontractors will receive their own Workers' Compensation policy. Certificates of Insurance will be furnished for the General Liability, Excess Liability, Contractor's Pollution Liability, and Builder's Risk coverages. These policies are available for review by the Contractor/Subcontractor, upon request to the Owner or the Program Administrator. Such policies or programs may be amended from time to time and the terms of such policies or programs are incorporated herein by reference. Contractors/Subcontractors hereby agree to be bound by the terms of coverage, as contained in such insurance policies and/or self-insurance programs.

4.0 Contractor Required Insurance

For any work under this contract, and until completion and final acceptance of the work by the Owner, the Contractors/Subcontractors shall, at their own expense, promptly furnish required Certificates of Insurance and Additional Insured Endorsements acceptable to the Owner and Program Administrator. Copies should be provided to the Program Administrator via WrapPortal, for both Project Site and Off-Site operations, within ten (10) days after award of the contract to all Contractors/Subcontractors and prior to commencement of on-site activities.

All required insurance shall be maintained, without interruption, from the date of commencement of on-site activities, until the date of the final payment or expiration of any extended period. Certificates and additional insured endorsements shall provide not less than thirty (30) days prior written notice to the Program Administrator, of any material change in the insurance, cancellation or non-renewal.

9

The OCIP places contractors and subcontractors into one of two main categories: Enrolled Contractors or Ineligible (Excluded) Contractors.

4.1 Verification of Required Insurance Coverages

A. Enrolled Contractor/Subcontractors:

- **Certificates of Insurance** must be provided, evidencing Workers’ Compensation & Employer’s Liability, and General Liability, Excess/Umbrella Liability insurance for off-site activities, and Automobile Liability insurance for on and off-site activities as per the insurance specifications in the Contract.
- **Additional Insured Endorsements** for Auto Liability. These endorsements must name **the District** specifically as additional insured. If the insured’s policy has a ‘Blanket’ Additional Insured Endorsement and cannot name any entity, provide a copy of the endorsement for our review.

B. Ineligible (Excluded) Contractors/Subcontractors:

- **Certificates of Insurance** must be provided, evidencing Workers’ Compensation & Employer’s Liability, General Liability, Excess/Umbrella Liability and Automobile Liability insurance for all activities including both on-site and off-site activities as per the insurance specifications in the Contract.
- **Additional Insured Endorsements** for General Liability and Auto Liability. These endorsements must name **the District** specifically as additional insured. If the insured’s policy has a ‘Blanket’ Additional Insured Endorsement and cannot name any entity, provide a copy of the endorsement for our review.
- **Waiver of Subrogation** for Workers Compensation and General Liability in favor of the owner.

4.2 Contractor Maintained Insurance Coverage

*Indicates off-site required coverage / **Indicates off-site & on-site required coverage

A. Workers’ Compensation and Employer’s Liability Insurance*

- Enrolled & Ineligible/Excluded Contractors
- Required limits on Certificate of insurance are as follows:

Subcontractors	
Part 1: Workers Compensation	California Statutory Benefits
Part 2: Employer’s Liability	
\$1,000,000	Bodily Injury each Accident
\$1,000,000	Bodily Injury by Disease – Policy Limit
\$1,000,000	Bodily Injury by Disease – Each Employee

- Ineligible/Excluded Subcontractors must also provide **Waiver of Subrogation** for Workers Compensation in favor of the owner.

B. General Liability Insurance*

- Enrolled & Ineligible/Excluded Subcontractors
- Minimum Required limits of insurance are as follows:

General/Prime Contractor	Subcontractor	
\$2,000,000	\$1,000,000	Bodily Injury and Property Damage Liability Per Occurrence
\$2,000,000	\$1,000,000	General Aggregate
\$2,000,000	\$1,000,000	Products/Completed Operations Aggregate
\$2,000,000	\$1,000,000	Personal/Adv. Injury Liability Any One Person or Organization

- It is recommended that the Designated Operations Covered by a Consolidated (Wrap-Up) Insurance Program (CG 21 31 05 09) endorsement be added to your primary general liability policy. This will ensure appropriate coverage for any off-site exposures associated with this OCIP project.

C. Automobile Liability Insurance**

- Enrolled & Ineligible/Excluded Subcontractors
- Must cover all vehicles owned by, hired by, or used on behalf of the Contractors/Subcontractors for both Project Site and off-site operations with the following minimum limits of liability:

General/Prime Contractor	Subcontractor	
\$2,000,000	\$1,000,000	Bodily Injury and Property Damage

D. Professional Liability Insurance**

- Enrolled & Ineligible/Excluded Subcontractors
- If Subcontractor’s work requires design and/or design-assist services, or Subcontractor performs professional services of any kind, Subcontractor shall purchase and maintain, at its sole cost and expense, Professional Liability (Errors and Omissions) insurance for all professional services provided.
- Subcontractor’s policy shall include full prior acts coverage sufficient to cover the services under this agreement, with the following minimum limits of liability:
 \$2,000,000 per Claim/Annual Aggregate
- Deductible or self-insured retention amount must not be greater than \$100,000 per claim, including coverage of contractual liability.
- Coverage must be maintained during the term of the contract and for so long as the insurance is reasonably available as provided herein, for a period of ten (10) years after completion of the services.

E. Environmental and Asbestos Abatement Coverages**

- Ineligible Subcontractors

- If Subcontractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

\$2,000,000 per Claim/Aggregate

F. Aircraft or Watercraft Liability Insurance**

- If any Subcontractor requires the use of Aircraft or Watercraft at the Project Site, the Subcontractor shall purchase and maintain, or cause the operator of the Aircraft or Watercraft to purchase and maintain, Aircraft or Watercraft liability insurance.
- Must insure passengers and the General Public against personal injury, bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others.
- Includes Aircraft or Watercraft owned or operated by or rented or loaned to any insured.
- Use includes operation and "loading or unloading". Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:

\$5,000,000 per Claim/Aggregate

Please note, Drones are considered aircraft and coverage is expressly excluded from the OCIP policies.

4.3 Certificates of Insurance

The Project must be identified on the Certificate of Insurance in the "Description of Operations/Locations/Vehicles/Special Items" section. The Certificates of Insurance should name District, as the Certificate Holder, as specified below:

Certificate Holder:

Compton Community College District

c/o Keenan
2355 Crenshaw Blvd., Suite 200
Torrance, CA 90501

4.4 Additional Insured Endorsements

The Owner must be specifically named on the Schedule of an Additional Insured Endorsement, under the section titled, "Name of Person or Organization", as specified below:

- **The District, CM, Architect, Inspector, the State of California, their officers, employees, agents, volunteers and independent contractors as additional insureds.**
- All Contractors must provide an additional insured endorsement for automobile liability.
- Ineligible/Excluded Contractors must provide an additional insured endorsement on both the Automobile Liability and General Liability policies and a waiver of subrogation on workers' compensation.

Compton Community College District

c/o Keenan
 2355 Crenshaw Blvd., Suite 200
 Torrance, CA 90501

5.0 Contractor Responsibilities / Requirements

Throughout the course of the Project, Subcontractors will be responsible for reporting and maintaining certain records as outlined in this section.

All Subcontractors shall cooperate with, and require their tier Subcontractors to cooperate with, the Owner and the Program Administrator, regarding administration and operation of the OCIP. **Each Subcontractor must include this document with their bid specifications to any and all Subcontractors.**

Responsibilities of Subcontractors:

- Enrolling in the OCIP and assuring all eligible tier subcontractors promptly enroll in the OCIP, via WrapPortal, prior to the start of any work
- Complying with the provisions of the OCIP Manual and cooperating in the administration and operation of the OCIP
- Including OCIP Provisions in all subcontracts, as appropriate
- Identifying and removing from bid the cost of OCIP-provided insurance (by all eligible contractors / subcontractors)
- Providing each Subcontractor with a copy of the OCIP manual
- Providing timely evidence of insurance to the Construction Services Department via WrapPortal
- Notifying the Construction Services Department of all awarded subcontracts via WrapPortal
- Maintaining and reporting monthly payroll records (by all eligible subcontractors) via WrapPortal
- Complying with the OCIP Administrator's requests for information
- Complying with insurance, claim and safety procedures
- Notifying OCIP Administrator immediately of any insurance cancellation or non-renewal of Contractor required insurance
- Complying with the OCIP insurance policy requirements, including but not limited to, physical audit of payroll records by the insurance company or its representatives.

5.1 Contractor Bids & Change Orders - Removing Insurance Costs

The Owner / School District provides insurance for all eligible, Enrolled Contractors/Subcontractors for work performed at the project site(s). The Owner pay's the

insurance premiums for the OCIP coverages described in this manual under section 3.0 OCIP Coverages.

A. Contractor Insurance Cost Identification

Contractor's base bid shall exclude all costs for insurance coverages provided under the OCIP. If insurance cost is not removed, the bidder may not qualify as the lowest responsive bidder. The Bidder declares under penalty of perjury under California law, that the base bid excludes any costs relating to any insurance coverages afforded under the OCIP and that each subcontractor to the Bidder has similarly excluded costs for any insurance coverage afforded under the OCIP.

B. Change Order Pricing

All Contractors/Subcontractors declare, under penalty of perjury under California law, that any change order issued to the contract is priced to exclude any costs relating to any insurance coverage afforded under the OCIP.

5.2 Program Compliance

A. Participation in the OCIP is mandatory but not automatic. An Eligible contractor is not enrolled until the Program Administrator receives and approves the following items:

- Completed Contract Enrollment, for each awarded contract, within ten (10) days of Contract Award and prior to commencement of on-site activities. Enrollments can be completed and submitted electronically visiting www.keenanwrap.com
- Certificates of Insurance, evidencing Insurance for Workers' Compensation & General Liability coverages for off-site locations, labor, and operations
- Certificate of Insurance, including an Additional Insured Endorsement, naming the Owner as an Additional Named Insured, for Automobile Liability for both Project Site and Off-Site operations
- Policy Declarations pages, including proof of rates from your current policies

B. All Contractors/Subcontractors of all tiers shall cooperate with, and require their Subcontractors to cooperate with, the Owner and the Program Administrator in regard to the administration and operation of the OCIP.

C. All Contractors/Subcontractors further acknowledge and agree to comply fully and promptly with such safety, loss control, and quality control rules, requirements, and directives as may from time to time be promulgated by Owner, the Program Administrator and/or the OCIP insurers or any of its or their respective consultants, agents, or representatives. Nothing in this document or any other contract document or in the Project Insurance Manual, shall be deemed to render Owner or any of its affiliates of any tier an employer of Contractor/Subcontractor or any of its Subcontractors or any of its or their personnel or employees. **Failure to comply will be considered non-performance under the contract.**

OCIP Enrollment completed through WrapPortal by the following deadline:

- Subcontractors (All Tiers): Within ten (10) days of Contract Award and prior to commencement of On-site activities

All questions regarding enrollment compliance should be directed to the assigned OCIP Administrator.

Any Subcontractor who enrolls in the OCIP after their start date will have to provide a No-Known-Loss Letter to the Program Administrator, along with enrollment documentation.

For any work under this contract, and until completion and final acceptance of the work by the Owner, the Subcontractors shall, at their own expense, promptly furnish Certificates of Insurance to the Program Administrator before commencing work on the Project Site. Automobile Liability Insurance must be maintained for both Project Site and off-site operations.

5.3 Confirmation of Enrollment & Evidence of OCIP Coverages

Upon review of completed enrollment, OCIP Administrator will acknowledge acceptance of the Eligible Subcontractor into the Owner's OCIP, by issuing the following to each Enrolled Party:

- Confirmation Letter
- OCIP Certificates of Insurance
- Claims Kit, including DWC1 and MPN Notices

These documents, as issued by the OCIP Administrator, will clearly identify the effective dates of the OCIP coverages for the Contract. A separate Workers' Compensation policy will be issued and sent to each Enrolled Party.

Should an Enrolled Party perform work on several contracts/projects, an Enrollment Form must be completed for each contract. The OCIP Administrator will issue confirmation letters and certificates of insurance to each Enrolled Party for each separate contract. However, only one individual Workers' Compensation policy (that will apply to all contracts/projects) will be issued to each Enrolled Party.

Note:

Verify that the Workers' Compensation effective date, listed on your OCIP Certificate of Insurance, reflect the same date as your start date.

5.4 Payroll Reporting Compliance

Project Site Monthly Payroll Report Requirements

- Project Site Monthly Payroll must be submitted to the Program Administrator by the 10th of each month via WrapPortal until the completion of the contract and in no event shall be later than the 15th of each month. Payroll shall be reported only for labor performed at the project jobsite.
- Monthly Payroll Reporting is to begin from the enrollment effective date until the completion of the contract or the policy end date.
- Should no work be performed on the Project Site during a given month, each Enrolled Party is required to submit a form stating that "Non-Performance."
- Payroll reporting must summarize the unburdened payroll by Workers' Compensation Class Code. Certified payroll is not a requirement of the OCIP and cannot be accepted.
- If Monthly Payroll Report is not submitted to Program Administrator on a monthly basis, the Construction Manager and/or Owner can withhold payment until the report is received.

- For those Enrolled Parties performing Work under multiple contracts, for each contract, a Monthly Payroll Report is required each month until contract is finalized.
- All reported project site monthly payroll reported from October through the end of September is submitted by Program Administrator to the OCIP Insurance Carrier for auditing.
- Subcontractor shall keep and maintain accurate and classified records of their payroll for operations at the Project Site.
- A carrier audit may be performed using the reported payroll and other supporting documents. Contractor / Subcontractor agrees to cooperate with the OCIP insurance carrier(s) or their third-party auditors by responding to and providing documents as requested in a timely manner.

Workers' Compensation Insurance Rating Bureau Requirements

- **Payroll Reporting for Each Workers' Compensation Policy Issued** - Once an Eligible Contractor/Subcontractor is enrolled into the OCIP, the Program Administrator will issue a separate Workers' Compensation Policy. All Enrolled Subcontractors will need to comply with the rules and regulations of the California Workers Compensation Insurance Rating Bureau (WCIRB). This requires each Enrolled Party to maintain payroll records for each Contract under the policy issued. Such records will allocate the payroll by Workers' Compensation classification(s) and exclude the excess or premium paid for overtime (i.e., only the straight-time rate will apply to overtime hours worked).
- **Insurance Company Payroll Audit** - Each Enrolled Party must properly classify payrolls, as these are reported to the rating bureau for calculation of future Experience Modifiers for the Enrolled Party's firm. All Enrolled Parties shall make available for inspection and copying their respective company books, vouchers, contracts, documents, and records, of any and all types, for physical inspection by the auditors of the OCIP insurance carrier(s) or Owner's representatives. Availability of records must be for a reasonable time during the policy period, any extension, or during a final audit period, as required by the OCIP Insurance Policies.

5.5 Contract Completion / Closeout Compliance

A. Contractor's Completion Notice

- Contractor's Completion Notice must be submitted to the Program Administrator via WrapPortal, (www.keenanwrap.com) upon completion of contract work at the Project Site, which includes punch list items, but not warranty or service contract work.
- This form evidences all enrolled Contractors'/Subcontractors' actual start and completion dates, per each contract.
- Completion Notice information is reported to OCIP Insurance carrier to confirm coverage and payroll reporting requirements has ended for the contract.

6.0 Safety

It is the responsibility of each Subcontractor to maintain an environment free of recognized hazards. All Subcontractors shall exercise reasonable care to prevent work-related injuries; property and equipment damage at the Project, as well as minimize risk to the public and third-party property.

In the event of an accident, it shall be the responsibility of the employing and/or responsible Subcontractor to see that injured workers or members of the public are provided immediate medical treatment. All appropriate medical and claim forms must be filed in accordance with the claim procedures developed for this Project by the Program Administrator. This includes notification to the appropriate state authorities, if necessary.

The Program Administrator shall conduct periodic loss control surveys on behalf of the District. These surveys will focus on evaluating the Subcontractors' efforts to minimize loss, assist in identifying loss exposures, and to recommend appropriate corrective measures. The Program Administrator is a resource to supplement the safety and loss prevention activity of Subcontractors. Its loss control survey activities or other activities of the Program Administrator and/or OCIP insurers do not in any way relieve the Contractors/Subcontractors of their responsibilities for Project safety.

6.1 Occupational Safety and Health Compliance

All Contractors/Subcontractors are expected to comply with all applicable local, state, and federal occupational safety and health. If additional safety and health requirements are set forth in the contract specifications, all contractors shall comply with these requirements

In addition, local, state, and federal occupational safety and health laws, the following standards apply to all OCIP Enrolled and Non-Enrolled Contractors/Subcontractors.

6.2 Safety Orientation

- a. Subcontractor employees shall be provided with a project specific safety orientation prior the start of the project. At a minimum, the orientation will address the following items:
 - i. The District's site safety requirements.
 - ii. Site specific safety hazards and protective measures for these hazards.
 - iii. Emergency telephone numbers and procedures.
 - iv. Local medical clinic/hospital information within the Medical Provider Network (MPN).

6.3 Program Management

- a. Each Subcontractors shall have the following safety programs:
 - i. Injury and Illness Prevention Plans
 - ii. Hazard Communication Programs
 - iii. Heat Illness Prevention Plans
- b. Each Contractor/Subcontractor shall have an onsite competent person responsible for occupational safety and health. A competent person is one who is capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous, or dangerous to employees, and who has authorization to take prompt corrective measures to eliminate them.

6.4 Site Safety

According to industry practices, it is the responsibility of contractors of all tiers to exercise reasonable care to prevent work-related injuries; property and equipment damage at the project site, as well as minimize risk to the third-party persons and property. Subcontractors of all tiers shall be expected to comply with the following safety and loss control requirements:

- a. All Subcontractors shall identify their contact person(s) to the General or Prime Contractor.
- b. All Contractors/Subcontractors shall follow District procedures for dealing with the media.
- c. At all times, hard hats shall be worn in the construction environment. Hard hats shall meet the requirements of ANSI Z89.1. No modification to the shell or suspension is allowed except when such changes are approved by the manufacturer.
- d. 100% protective eyewear with side shield protection is required while in the construction environment, shop, or anytime eye hazards exist. Protective eyewear shall bear a legible and permanent “Z87” logo to indicate compliance with applicable ANSI/ASSE Standard.
- e. All construction employees shall wear clothing suitable for the weather and work conditions. At a minimum, this shall be short sleeved shirts, long pants, and leather or other protective work shoes or boots.
- f. Alcohol is prohibited on District property at all times.
- g. Contractors/Subcontractors will be required to respond to all District complaints about objectionable levels of dust or noise and will be required to provide prompt and appropriate abatement.
- h. Construction personnel cannot enter District grounds other than the construction site unless accompanied by District personnel and are allowed only “incidental” contact with students. Violations of these requirements by any construction employee will result in a mandatory background check of that employee – including fingerprinting – as required by state law.
- i. All prime contractors must attend the site-specific pre-construction meeting.
- j. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any employee observed disregarding this policy shall be removed from the job site until further notice.
- k. Contractors and subcontractors at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by contract work. Contractors and subcontractors shall not leave debris under, in, or about the premises. Upon completion of the contract work, contractors and subcontractors shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, windowsills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractors and subcontractors shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from the site. No glass containers are permitted on the site.
- l. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
- m. All Contractors/Subcontractors will advise non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

6.5 Mandatory 6 Foot Fall Protection

- a. Contractor/Subcontractor employees shall be protected from fall exposures of 6 feet or greater. Activities include but are not limited to:
 - i. Steel erection
 - ii. Decking
 - iii. Roofing
 - iv. Framing
 - v. Work performed from scaffolds
 - vi. Work performed from ladders

Exceptions: The following exceptions apply only to framers and wood frame activities:

- i. When installing or “rolling” the joists, Cal/OSHA fall protection requirements shall govern.
 - ii. When framers are walking/working on securely braced joists, rafters, or roof trusses on center spacing not exceeding 24 inches, and more than 6’ from an unprotected side or edge, they shall be considered protected from falls between the joists, rafters, or roof trusses
- b. A safety monitor as means of fall protection is prohibited.
 - c. Ladder jacks, lean-to, and prop-scaffolds are prohibited.
 - d. Contractor/Subcontractors are required to provide training to their employees who might be exposed to a fall hazard prior to the exposure or upon hiring. This training shall be documented and available for review.
 - e. Methods of fall protection include but are not limited to the following:
 - i. Railings
 - ii. Covers for Floor, Roof, and Wall Openings
 - iii. Personal Fall Arrest Systems, Personal Fall Restraint Systems, and Positioning Devices
 - iv. Controlled Access Zones
 - f. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.
 - g. The use of wire ropes as top rails and intermediate rails of guardrail systems used for perimeter protection, or at interior openings such as stairways and elevator shafts, shall be installed in accordance with Cal/OSHA requirements. Additionally, wire ropes shall be secured to each support and taut at all times. The maximum deflection of the top rail when a load of 200 pounds is applied in any direction at any point of the top rail shall not exceed 3 inches in one direction which includes the free hanging sag in the wire rope.
 - h. The minimum parapet height allowed for fall protection is 42 inches or greater.
 - i. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance with Cal/OSHA Construction Safety Orders.
 - j. Covers used to cover floor and roof openings shall be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one square foot area of the cover at any time.

- k. Controlled access zones shall be defined by a control line or other means that restricts access. Each line shall have a minimum breaking strength of 200 pounds. Signs shall be posted to warn unauthorized employees to stay out of the controlled access zone.
- l. Control lines shall consist of ropes, wires, tapes, or equivalent materials. Control lines shall be erected and supported in accordance with Cal/OSHA Construction Safety Orders.
- m. Scaffold Access/Egress. An internal ladder system with hatches and drop-down ladders or temporary stairs shall be provided for safe access/egress on all scaffolds 20 feet or greater in height. External straight ladders are prohibited on all scaffolds if it exposes a user to a fall of 20 feet or greater in height.
- n. When adjustable scaffolds are utilized, they shall have rest platforms at 20-foot maximum vertical intervals.

6.6 Crane Safety

- a. In accordance with Title 8, California Code of Regulations, section 5006.1, employers shall only permit operators who have a valid certificate (license) of competency to operate cranes. The operator shall have his license on his person, readily available for review.
- b. All cranes used in lifting service, exceeding 3 tons rated capacity, and their accessory gear shall not be used until the employer has ascertained that such equipment has been certificated in accordance with Cal/OSHA as evidenced by current and valid documents. Certificates (annual and quadrennial) attesting to current compliance with testing and examination standards shall be maintained, readily available for each crane.
- c. The contractor shall provide an erection plan and procedure for erection of trusses and beams over 25 feet long. The erection plan and procedure shall be prepared by a civil engineer currently registered in California. This plan and procedure shall be followed and kept available on the job site.

6.7 Fire Prevention During Welding, Cutting, and Other Hot Work

- a. Contractors engaged in welding and allied processes, heat treating, grinding, cutting, thawing pipe, powder-driven fasteners, hot riveting, torch-applied roofing in conjunction with the requirements of NFPA 241, and similar applications producing or using a spark, flame, or heat shall adhere to National Fire Protection Association Standard 51B entitled "Standard for Fire Prevention During Welding, Cutting, and Other Hot Work."

6.8 Incident Investigation Requirements

- a. The contractor shall perform thorough, in-depth investigations and evaluations of all incidents. A formal incident investigation shall be conducted whenever any incident occurs, including, without limitation, both non-injury incidents and incidents involving first aid. Additionally, near miss accidents and/or incidents must be reported and undergo the same in-depth investigation, root cause analysis and lessons learned process. The incident investigation report shall be e-mailed to Keenan and Associates within 5 working days.
- b. Recommendations and lessons learned to prevent recurrence of incidents shall be documented and communicated to all employees of contractor and subcontractors through safety meetings

20

6.9 Return to Work:

The District and OCIP Carrier are committed to working with all Enrolled Contractors and Subcontractors to promote the successful & timely return to work of injured employees following a work-related injury. The purpose of this policy is to ensure that Enrolled Contractor/Subcontractor employees who temporarily cannot return to their normal duties due to job-related injury or illness but can safely perform transitional duties while recovering is offered appropriate transitional duties for a limited time only.

- a. An employee who has experienced a job-related injury requiring medical treatment must provide a proper medical release prior to returning to work.
- b. An employee who has been removed from the jobsite ambulatory must provide a proper medical release prior to returning to work.
- c. Each Enrolled Contractor/Subcontractor will cooperate with the OCIP Carrier to facilitate the return to work of any injured employee capable of safely performing transitional duties.
- d. When the employee is released to transitional duties, it is the Enrolled Contractor/Subcontractor's responsibility to facilitate the injured employee's return to work.
- e. The Enrolled Contractor/Subcontractor is fully expected to accommodate the injured employee and facilitate the return to work.
- f. It will be the responsibility of the Insurance Carrier to maintain communication with the treating physician and the Enrolled Contractor/Subcontractor to facilitate the prompt return of an employee to full work status.

6.10 Conflicting Safety Requirements:

Contractors and subcontractors shall adhere to all applicable federal, state, local, and contractual safety and health requirements. If there is a conflict between any of these safety and health requirements, the most stringent requirement shall apply.

6.11 Noncompliance and Unsafe Practices

Owner or their representative shall have the authority to immediately cease any and all operation (s) on the jobsite that is deemed by Owner or their representative to be unsafe to property or has the potential to cause Bodily Injury, pursuant to Title VIII California Code of Regulation, Section 1511. Any such cession of work shall not constitute recoverable delay or other contractual remedies for liquidated damages and may expose the offending contractor to any such losses to the District or other trades.

6.12 Professional Conduct Clause

Contractors and subcontractors shall at all times adhere to safety requirements (contractual and regulatory) and shall encourage safe and professional behavior among their employees. Contractor and subcontractors shall not allow on the job site any unfit person, unsafe person, anyone unskilled and unqualified to perform the work assigned to them, or anyone exhibiting such qualities. Any person in the employ of the contractor or subcontractor whom the District or the District's

21

agent/representative may deem incompetent, unsafe, or unfit shall be immediately dismissed from the OCIP job site and shall not again be allowed on the OCIP the job site except with the written consent of District or the District's agent/representative. The District reserves the right to request that the contractor or subcontractor's assigned Project Supervisor/Manager be replaced immediately.

7.0 Claims Reporting

Accident/Claims Reporting Procedures - Overview

This section describes the basic procedures for reporting claims: Workers' Compensation, General Liability, Pollution Liability, and Damage to the Project (Builders Risk).

The OCIP Administrator provides an Accident Claims Reporting Guide to Enrolled Contractors and Subcontractors. The Accident Claims Reporting Guide provides instructions and necessary information for reporting a claim, including policy numbers and site location codes. **This manual includes the required claim forms and postings.** Additional claim forms can be obtained from the OCIP Administrator upon request.

7.1 Workers' Compensation Claim Reporting & Procedures

If the injury requires a doctor (or medical office) visit or involves lost time, please follow the procedures listed below.

Contractors'/Subcontractors' on-site personnel must follow these procedures if any employee is involved in an accident or occurrence resulting in bodily injury or death:

The main responsibility for any Contractor and Subcontractor is first to see that the injured worker receives immediate medical care. Immediately contact 911 for any serious, traumatic, and life-threatening injuries.

If an employee reports a work injury or illness that is minor and does not require a doctor visit or time off from work, the supervisor should refer the employee to the nearest **First Aid Treatment** available at the jobsite.

Call Liberty Mutual Insurance Company at **1-800-362-0000** or email them at CLclaimsreports@libertymutual.com to report the injury. Access the Workers' Compensation Claim Kit, sent to you by the Program Administrator, which contains forms to be completed by employee and employer, as well as accident reporting guidelines. Have the following items ready when reporting the claim:

- **Workers' Compensation Policy Number (Provided at time of enrollment)**
- **Site Location Code**

Medical Provider Network (MPN)

Liberty Mutual Insurance, the Statewide Educational Wrap Up Program's insurance carrier, has implemented the following Medical Provider Network (MPN):

Liberty Mutual Insurance MPN

The above MPN is to be utilized for the medical treatment of injured employees, unless the employee has pre-designated their medical provider prior to the date of loss. In emergency situations, it is always recommended that the injured worker be treated at an emergency medical facility first, and then sent to a physician in the Medical Provider Network (MPN).

MPN Regulations & Guidelines:

- California MPN rules and regulations require that the injured worker must receive the Full Written MPN Notification when an injury is reported, or at the time of injury. The English version is given to English speaking employees and the Spanish version is given to Spanish speaking employees. The Full Written MPN Notification must also be given to the injured worker when changing to and transferring open claims to the Gallagher Bassett Platinum MPN.
- The MPN regulations are silent about Employee Acknowledgement Letters. As an employer, you have the right to use acknowledgement letters for your employees to sign when you give your employee the Full Written MPN Notification.
- An MPN Panel Card shall be posted at Project Jobsite, Displaying the Name, Address and a Map of Designated Medical Clinic close to the jobsite.
- **For locating participating medical providers** within the Liberty Mutual Insurance MPN, use your Internet Browser to access the below website, which will provide links for locating a medical provider within the network by specialty and by location,

<https://lmi.co/LMnetworks>

State Required Workers' Compensation Forms

The Labor Code requires that an employee report any injury immediately to the employer. There are essential requirements for both the employer and employee to after the injury has been reported.

The Labor Code provides for possible penalties to be assessed if the following timelines are not met:

- Provision of the Employee Claim Form, DWC-1; report within one (1) working day of the employer's knowledge of a disability or injury beyond first aid. Each employer is responsible for providing this form to an injured employee. Should the employee not be available for hand delivery, mail the DWC-1 to the employee at their home address.
- Provision of the Employer's Report of Injury, Form 5020; report, within five (5) days of knowledge, every occupational injury or illness which results in lost time beyond the date of the incident or requires medical treatment at a medical facility. In addition, every serious illness/injury or death must be reported immediately by telephone or fax to the nearest office of the California Division of Occupational Safety and Health.

7.2 General Liability Claim Reporting

Contractors/Subcontractor must immediately report all known or suspected First Party, Third Party or Pollution Liability incidents occurring at the Project Site involving bodily injury, death, or any damage to property to the following:

- Program Administrator (Keenan) – Email: TMyer@keen.com, Phone: (800) 654-8102 x.2116.
Notice of Occurrence - Accident/Incident Report may be email or faxed.

Note:

Always take appropriate emergency measures to prevent additional injury or damage, including contacting police and fire authorities as required by law.

7.3 Builder's Risk Claim Reporting

Contractors/Subcontractors must immediately report all property damage to your work or work of any other Contractor/Subcontractor at the Project Site, to the following:

23

- Program Administrator (Keenan) – Email: TMyer@keenan.com, Phone: (800) 654-8102 x.2116.

Note:

Always take appropriate emergency measures to prevent additional injury or damage, including contacting police and fire authorities as required by law.

7.4 Contractor’s Pollution Liability Claim Reporting

Contractors/Subcontractors must immediately report all third-party accidents related to a known or suspected pollution incident at the Project Site involving bodily injury, death, or any damage to property to the following:

- Program Administrator (Keenan) – Email: TMyer@keenan.com, Phone: (800) 654-8102 x.2116.

7.5 Automobile Claim Reporting

NO coverage is provided for automobile use by Contractors/Subcontractors under the OCIP. It is the sole responsibility of each Contractor and Subcontractor to report claims involving their automobiles to their own insurance carrier.

7.6 Instructions and Procedures – Litigation Papers, Legal Documents, etc.

If your firm is served with a lawsuit arising out of your involvement with the Owner’s Project, or if receipt of litigation papers or legal documents is your first notice of a claim, forward to the following:

- Program Administrator (Keenan) – Email: TMyer@keenan.com, Phone: (800) 654-8102 x.2116

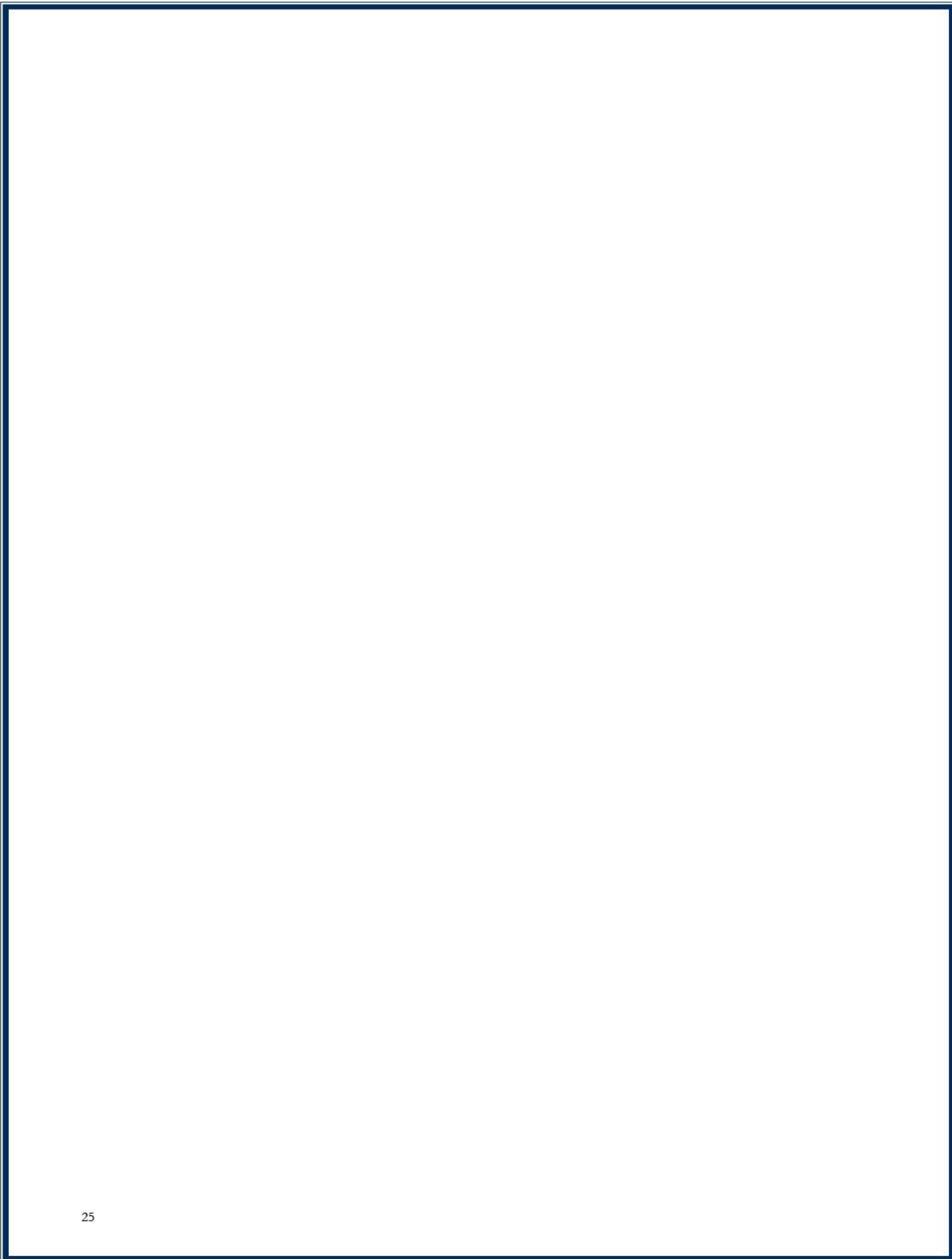
7.7 Investigation Assistance/Confirmation of Claim Receipt

All Contractors/Subcontractors will assist in the investigation of any accident or occurrence involving injury to persons or property. All Contractors/Subcontractors must cooperate with the companies involved in adjusting any claim by securing and giving evidence and obtaining the participation and attendance of witnesses required for the investigation and defense of any claim or suit.

Upon receipt of the claim or incident from the Contractor, the respective OCIP insurance carrier will send a claims acknowledgment letter with the assigned claims file number. Always cooperate with the Owner or the OCIP insurer representatives in the accident investigation.

8.0 Required Project Forms

- 8.1 First Report of Injury (5020)
- 8.2 Workers’ Compensation Claim Form (DWC-1)
- 8.3 Notice of Occurrence - Accident/Incident Report – General Liability, Pollution, Builder’s Risk



25

8.1 First Report of Injury (5020)

District Name: _____

Project Name: _____

State of California EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR ILLNESS		PLEASE COMPLETE (TYPE, IF POSSIBLE). MAIL TWO COPIES TO:		OSHA CASE NO. <input type="checkbox"/> FATALITY		
Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers compensation benefits or payments of guilty of a felony.			NOTICE: California law requires employers to report within five days of knowledge every occupational injury or illness which results in lost time beyond the date of the incident OR requires medical treatment beyond first aid. If an employee subsequently dies as a result of a previously reported injury or illness, the employer must file within five days of knowledge an amended report indicating death. In addition, every serious illness/injury or death must be reported immediately by telephone or telegraph to the nearest office of the California Division of Occupational Safety and Health.			
E M P L O Y E R	1. FIRM NAME		1A. POLICY NUMBER		DO NOT USE THIS COLUMN	
	2. MAILING ADDRESS (Number and Street, City, ZIP)		2A. PHONE NUMBER		Case No.	
	3. LOCATION, IF DIFFERENT FROM MAILING ADDRESS (Number and Street, City, ZIP)		3A. LOCATION CODE		Ownership	
	4. NATURE OF BUSINESS, e.g., painting contractor, wholesale grocer, sawmill, hotel, etc.		5. STATE UNEMPLOYMENT INSURANCE ACCT NUMBER		Industry	
E M P L O Y E E	6. TYPE OF EMPLOYER <input type="checkbox"/> PRIVATE <input type="checkbox"/> STATE <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> SCHOOL <input type="checkbox"/> DIST <input type="checkbox"/> OTHER <input type="checkbox"/> GOV - SPECIFY _____			Occupation		
	7. EMPLOYEE NAME		8. SOCIAL SECURITY NUMBER		9. DATE OF BIRTH (mm dd yy)	
	10. HOME ADDRESS (Number and Street, City, ZIP)		10A. PHONE NUMBER		Age	
	11. SEX <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	12. OCCUPATION (Regular job title - NO initials, abbreviations or numbers)		13. DATE OF HIRE (mm dd yy)		Daily Hours
14. EMPLOYEE USUALLY WORKS hours _____ days _____ total _____ per day _____ per week _____ wkly. hrs		14A. EMPLOYMENT STATUS (check applicable status at time of injury) regular _____ part _____ full-time _____ hrs _____ temp _____ seasonal _____		14B. Under what class code of your policy were wages assigned		Days/week
15. GROSS WAGES/SALARY \$ _____ PER _____		15. OTHER PAYMENTS NOT REPORTED AS WAGES/Salary (e.g., tips, meals, lodging, overtime, bonuses, etc.)? <input type="checkbox"/> YES \$ _____ PER _____ <input type="checkbox"/> NO		Weekly Hours		
17. DATE OF INJURY OR ONSET OF ILLNESS (mm dd yy)		18. TIME INJURY ILLNESS OCCURRED A.M. _____ P.M. _____		19. TIME EMPLOYEE BEGAN WORK A.M. _____ P.M. _____		
20. IF EMPLOYEE DIED, DATE OF DEATH (mm dd yy)		21. UNABLE TO WORK FOR AT LEAST ONE FULL DAY AFTER DATE OF INJURY <input type="checkbox"/> YES <input type="checkbox"/> NO		22. DATE LAST WORKED (mm dd yy)		
23. DATE RETURNED TO WORK (mm dd yy)		24. IF STILL OFF WORK CHECK THIS BOX <input type="checkbox"/>		County		
25. PAID FULL WAGES FOR DAY OF INJURY OR LAST DAY WORKED <input type="checkbox"/> YES <input type="checkbox"/> NO		25. SALARY BEING CONT'D? <input type="checkbox"/> YES <input type="checkbox"/> NO		27. DATE OF EMPLOYER'S KNOWLEDGE NOTICE OF INJURY/ILLNESS (mm dd yy)		
28. SPECIFIC INJURY/ILLNESS AND PART OF BODY AFFECTED, MEDICAL DIAGNOSIS, if available, e.g., second degree burns on right arm, tendonitis of left elbow, lead poisoning		28. DATE EMPLOYEE WAS PROVIDED EMPLOYEE CLAIM FORM (mm dd yy)		Nature of injury		
30. LOCATION WHERE EVENT OR EXPOSURE OCCURRED (Number and Street, City)		30A. COUNTY		30B. ON EMPLOYER'S PREMISES <input type="checkbox"/> YES <input type="checkbox"/> NO		
31. DEPARTMENT WHERE EVENT OR EXPOSURE OCCURRED, e.g. shipping department, machine shop.		32. OTHER WORKERS INJURED/ILL IN THIS EVENT? <input type="checkbox"/> YES <input type="checkbox"/> NO		Event		
33. EQUIPMENT, MATERIALS AND CHEMICALS THE EMPLOYEE WAS USING WHEN EVENT OR EXPOSURE OCCURRED, e.g., acetylene, welding torch, farm tractor, scaffold		34. SPECIFIC ACTIVITY THE EMPLOYEE WAS PERFORMING WHEN EVENT OR EXPOSURE OCCURRED, e.g., welding seams of metal forms, loading boxes into truck		Source		
35. HOW INJURY/ILLNESS OCCURRED. DESCRIBE SEQUENCE OF EVENTS SPECIFY OBJECT OR EXPOSURE WHICH DIRECTLY PRODUCED THE INJURY/ILLNESS (e.g., worker stepped back to inspect work and slipped on scrap material. As he fell, he brushed against fresh weld and burned right hand). USE SEPARATE SHEET IF NECESSARY		36. NAME AND ADDRESS OF PHYSICIAN (Number and Street, City, ZIP)		36A. PHONE NUMBER		
37. IF HOSPITALIZED AS AN INPATIENT, NAME AND ADDRESS OF HOSPITAL (Number and Street, City, ZIP)		37A. PHONE NUMBER		Part of Body		
COMPLETED BY (type or print)		SIGNATURE		TITLE		
				DATE		

8.2 Workers' Compensation Claim Form (DWC-1)

Formulario de Reclamo de Compensación para Trabajadores (DWC 1) y Notificación de Posible Elegibilidad

If you are injured or become ill, either physically or mentally, because of your job, including injuries resulting from a workplace crime, you may be entitled to workers' compensation benefits. Attached is the form for filing a workers' compensation claim with your employer. You should read all of the information below. Keep this sheet and all other papers for your records. You may be eligible for some or all of the benefits listed depending on the nature of your claim. If required you will be notified by the claims administrator, who is responsible for handling your claim, about your eligibility for benefits.

To file a claim, complete the "Employee" section of the form, keep one copy and give the rest to your employer. Your employer will then complete the "Employer" section, give you a dated copy, keep one copy and send one to the claims administrator. Benefits can't start until the claims administrator knows of the injury, so complete the form as soon as possible.

Medical Care: Your claims administrator will pay all reasonable and necessary medical care for your work injury or illness. Medical benefits may include treatment by a doctor, hospital services, physical therapy, lab tests, x-rays, and medicines. Your claims administrator will pay the costs directly so you should never see a bill. For injuries occurring on or after 1/1/04, there is a limit on some medical services.

The **Primary Treating Physician (PTP)** is the doctor with the overall responsibility for treatment of your injury or illness. Generally your employer selects the PTP you will see for the first 30 days, however, in specified conditions, you may be treated by your pre-designated doctor. If a doctor says you still need treatment after 30 days, you may be able to switch to the doctor of your choice. Special rules apply if your employer offers a Health Care Organization (HCO) or after 1/1/05, has a medical provider network. Contact your employer for more information. If your employer has not put up a poster describing your rights to workers' compensation, you may choose your own doctor immediately.

Within one working day after an employee files a claim form, the employer shall authorize the provision of all treatment, consistent with the applicable treating guidelines, for the alleged injury and shall continue to provide treatment until the date that liability for the claim is accepted or rejected. Until the date the claim is accepted or rejected, liability for medical treatment shall be limited to ten thousand dollars (\$10,000).

Disclosure of Medical Records: After you make a claim for workers' compensation benefits, your medical records will not have the same privacy that you usually expect. If you don't agree to voluntarily release medical records, a workers' compensation judge may decide what records will be released. If you request privacy, the judge may "seal" (keep private) certain medical records.

Payment for Temporary Disability (Lost Wages): If you can't work while you are recovering from a job injury or illness, you will receive temporary disability payments. These payments may change or stop when your doctor says you are able to return to work. These benefits are tax-free. Temporary disability payments are two-thirds of your average weekly pay, within minimums and maximums set by state law. Payments are not made for the first three days you are off the job unless you are hospitalized overnight or cannot work for more than 14 days.

Si Ud. se lesiona o se enferma, ya sea física o mentalmente, debido a su trabajo, incluyendo lesiones que resulten de un crimen en el lugar de trabajo, es posible que Ud. tenga derecho a beneficios de compensación para trabajadores. Se adjunta el formulario para presentar un reclamo de compensación para trabajadores con su empleador. Ud. debe leer toda la información a continuación. Guarde esta hoja y todos los demás documentos para sus archivos. Es posible que usted reúna los requisitos para todos los beneficios, o parte de éstos, que se enumeran, dependiendo de la índole de su reclamo. Si se requiere, el/la administrador(a) de reclamos, quien es responsable del manejo de su reclamo, le notificará a usted, lo referente a su elegibilidad para beneficios.

Para presentar un reclamo, complete la sección del formulario designada para el "Empleado"; guarde una copia, y déle el resto a su empleador. Entonces, su empleador completará la sección designada para el "Empleador", le dará a Ud. una copia fechada, guardará una copia, y enviará una al/la administrador(a) de reclamos. Los beneficios no pueden comenzar hasta, que el/la administrador(a) de reclamos se entere de la lesión, así que complete el formulario lo antes posible.

Atención Médica: Su administrador(a) de reclamos pagará toda la atención médica razonable y necesaria, para su lesión o enfermedad relacionada con el trabajo. Es posible que los beneficios médicos incluyan el tratamiento por parte de un médico, los servicios de hospital, la terapia física, los análisis de laboratorio y las medicinas. Su administrador(a) de reclamos pagará directamente los costos, de manera que usted nunca verá un cobro. Para lesiones que ocurren en o después de 1/1/04, hay un límite de visitas para ciertos servicios médicos.

El Médico Primario que le Atiende-Primary Treating Physician PTP es el médico con toda la responsabilidad para dar el tratamiento para su lesión o enfermedad. Generalmente, su empleador selecciona al PTP que Ud. Verá durante los primeros 30 días. Sin embargo, en condiciones específicas, es posible que usted pueda ser tratado por su médico pre-designado. Si el doctor dice que usted aún necesita tratamiento después de 30 días, es posible que Ud. pueda cambiar al médico de su preferencia. Hay reglas especiales que son aplicables cuando su empleador ofrece una Organización del Cuidado Médico (HCO) o después de 1/1/05 tiene un Sistema de Proveedores de Atención Médica. Hable con su empleador para más información. Si su empleador no ha colocado un poster describiendo sus derechos para la compensación para trabajadores, Ud. puede seleccionar a su propio médico inmediatamente.

El empleador autorizará todo tratamiento médico consistente con las directivas de tratamiento aplicables a la lesión o enfermedad, durante el primer día laboral después que el empleado efectúa un reclamo para beneficios de compensación, y continuará proveyendo este tratamiento hasta la fecha en que el reclamo sea aceptado o rechazado. Hasta la fecha en que el reclamo sea aceptado o rechazado, el tratamiento médico será limitado a diez mil dólares (\$10,000).

Divulgación de Expedientes Médicos: Después de que Ud. presente un reclamo para beneficios de compensación para los trabajadores, sus expedientes médicos no tendrán la misma privacidad que usted normalmente espera. Si Ud. no está de acuerdo en divulgar voluntariamente los expedientes médicos, un(a) juez de compensación para trabajadores posiblemente decida qué expedientes se revelarán. Si Ud. Solicita privacidad, es posible que el/la juez "selle" (mantenga privados) ciertos expedientes médicos.

Pago por Incapacidad Temporal (Sueldos Perdidos): Si Ud. no puede trabajar, mientras se está recuperando de una lesión o enfermedad relacionada con el trabajo, Ud. recibirá pagos por incapacidad temporal. Es posible que estos pagos cambien o paren, cuando su médico diga que Ud. está en condiciones de regresar a trabajar. Estos beneficios son libres de impuestos. Los pagos por incapacidad temporal son dos tercios de su pago semanal promedio, con cantidades mínimas y máximas establecidas por las leyes estatales. Los pagos no se hacen durante los primeros tres



Return to Work: *To help you to return to work as soon as possible, you should actively communicate with your treating doctor, claims administrator, and employer about the kinds of work you can do while recovering. They may coordinate efforts to return you to modified duty or other work that is medically appropriate. This modified or other duty may be temporary or may be extended depending on the nature of your injury or illness.*

Payment for Permanent Disability: If a doctor says your injury or illness results in a permanent disability, you may receive additional payments. The amount will depend on the type of injury, your age, occupation, and date of injury.

Vocational Rehabilitation (VR): If a doctor says your injury or illness prevents you from returning to the same type of job and your employer doesn't offer modified or alternative work, you may qualify for VR. If you qualify, your claims administrator will pay the costs, up to a maximum set by state law. VR is a benefit for injuries that occurred prior to 2004.

Supplemental Job Displacement Benefit (SJDB): If you do not return to work within 60 days after your temporary disability ends, and your employer does not offer modified or alternative work, you may qualify for a nontransferable voucher payable to a school for retraining and/or skill enhancement. If you qualify, the claims administrator will pay the costs up to the maximum set by state law based on your percentage of permanent disability. SJDB is a benefit for injuries occurring on or after 1/1/04.

Death Benefits: If the injury or illness causes death, payments may be made to relatives or household members who were financially dependent on the deceased worker.

It is illegal for your employer to punish or fire you for having a job injury or illness, for filing a claim, or testifying in another person's workers' compensation case (Labor Code 132a). If proven, you may receive lost wages, job reinstatement, increased benefits, and costs and expenses up to limits set by the state.

You have the right to disagree with decisions affecting your claim. If you have a disagreement, contact your claims administrator first to see if you can resolve it. If you are not receiving benefits, you may be able to get State Disability Insurance (SDI) benefits. Call State Employment Development Department at (800) 480-3287.

You can obtain free information from an information and assistance officer of the State Division of Workers' Compensation, or you can hear recorded information and a list of local offices by calling (800) 736-7401. You may also go to the DWC web site at www.dir.ca.gov. Link to Workers' Compensation.

You can consult with an attorney. Most attorneys offer one free consultation. If you decide to hire an attorney, his or her fee will be taken out of some of your benefits. For names of workers' compensation attorneys, call the State Bar of California at (415) 538-2120 or go to their web site at www.californiaspecialist.org.

State of California
28

is en que Ud. no trabaje, a menos que Ud. sea hospitalizado(a) de che, o no pueda trabajar durante más de 14 días.

Regreso al Trabajo: Para ayudarle a regresar a trabajar lo antes posible, Ud. debe comunicarse de manera activa con el médico que le atiende, el/la administrador(a) de reclamos y el empleador, con respecto a las clases de trabajo que Ud. puede hacer mientras se recupera. Es posible que ellos coordinen esfuerzos para regresarle a un trabajo modificado, o a otro trabajo, que sea apropiado desde el punto de vista médico. Este trabajo modificado, u otro trabajo, podría extenderse o no temporalmente, dependiendo de la índole de su lesión o enfermedad.

Pago por Incapacidad Permanente: Si el doctor dice que su lesión o enfermedad resulta en una incapacidad permanente, es posible que Ud. reciba pagos adicionales. La cantidad dependerá de la clase de lesión, su edad, su ocupación y la fecha de la lesión.

Rehabilitación Vocacional: Si el doctor dice que su lesión o enfermedad no le permite regresar a la misma clase de trabajo, y su empleador no le ofrece trabajo modificado o alternativo, es posible que usted reúna los requisitos para rehabilitación vocacional. Si Ud. reúne los requisitos, su administrador(a) de reclamos pagará los costos, hasta un máximo establecido por las leyes estatales. Este es un beneficio para lesiones que ocurrieron antes de 2004.

Beneficio Suplementario por Desplazamiento de Trabajo: Si Ud. No vuelve al trabajo en un plazo de 60 días después que los pagos por incapacidad temporal terminan, y su empleador no ofrece un trabajo modificado o alternativo, es posible que usted reúna los requisitos para recibir un vale no-transferible pagadero a una escuela para recibir un Nuevo entrenamiento y/o mejorar su habilidad. Si Ud. reúne los requisitos, el administrador(a) de reclamos pagará los costos hasta un máximo establecido por las leyes estatales basado en su porcentaje de incapacidad permanente. Este es un beneficio para lesiones que ocurren en o después de 1/1/04.

Beneficios por Muerte: Si la lesión o enfermedad causa la muerte, es posible que los pagos se hagan a los parientes o a las personas que vivan en el hogar, que dependían económicamente del/de la trabajador(a) difunto(a).

Es ilegal que su empleador le castigue o despidan, por sufrir una lesión o enfermedad en el trabajo, por presentar un reclamo o por atestiguar en el caso de compensación para trabajadores de otra persona. (El Código Laboral sección 132a). Si es probado, puede ser que usted reciba pagos por pérdida de sueldos, reposición del trabajo, aumento de beneficios, y gastos hasta un límite establecido por el estado. Ud. tiene derecho a estar en desacuerdo con las decisiones que afecten su reclamo. Si Ud. tiene un desacuerdo, primero comuníquese con su administrador(a) de reclamos, para ver si usted puede resolverlo. Si usted no está recibiendo beneficios, es posible que Ud. pueda obtener beneficios de Seguro Estatal de Incapacidad (SDI). Llame al Departamento Estatal del Desarrollo del Empleo (EDD) al (800) 480-3287.

Ud. puede obtener información gratis, de un oficial de información y asistencia, de la División estatal de Compensación al Trabajador (*Division of Workers' Compensation - DWC*), o puede escuchar información grabada, así como una lista de oficinas locales, llamando al (800) 736-7401. Ud. también puede ir al sitio electrónico en el Internet de la DWC en www.dir.ca.gov. Enlázese a la sección de Compensación para Trabajadores.

Ud. puede consultar con un(a) abogado(a). La mayoría de los abogados ofrecen una consulta gratis. Si Ud. decide contratar a un(a) abogado(a), sus honorarios se tomarán de sus beneficios. Para obtener nombres de abogados de compensación para trabajadores, llame a la Asociación Estatal de Abogados de California (*State Bar*) al (415) 538-2120, ó vaya a su sitio electrónico en el Internet en www.californiaspecialist.org.

Department of Industrial Relations

DIVISION OF WORKERS' COMPENSATION

WORKERS COMPENSATION CLAIM FORM (DWC 1)

Employee: Complete the "Employee" section and give the form to your employer. Keep a copy and mark it "Employee's Temporary Receipt" until you receive the signed and dated copy from your employer. You may call the Division of Workers' Compensation and hear recorded information at (800) 736-7401. An explanation of workers' compensation benefits is included as the cover sheet of this form.

You should also have received a pamphlet from your employer describing workers' compensation benefits and the procedures to obtain them.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material representation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony.

Estado de California
Departamento de Relaciones Industriales
DIVISION DE COMPENSACIÓN AL TRABAJADOR
PETITION DEL EMPLEADO PARA DE
COMPENSACIÓN DEL TRABAJADOR (DWC 1)

Empleado: Complete la sección "Empleado" y entregue la forma a su empleador. Quedese con la copia designada "Recibo Temporal del Empleado" hasta que Ud. reciba la copia firmada y fechada de su empleador. Ud. puede llamar a la División de Compensación al Trabajador al (800) 736-7401 para oír información gravada. En la hoja cubierta de esta forma esta la explicación de los beneficios de compensación al trabajador.

Ud. también debería haber recibido de su empleador un folleto describiendo los beneficios de compensación al trabajador lesionado y los procedimientos para obtenerlos.

Toda aquella persona que a propósito haga o cause que se produzca cualquier declaración o representación material falsa o fraudulenta con el fin de obtener o negar beneficios o pagos de compensación a trabajadores lesionados es culpable de un crimen mayor "felonia".

Employee—complete this section and see note above. Empleado—complete esta sección y note la notación arriba.

1. Name. *Nombre.* _____ Today's Date. *Fecha de Hoy.* _____
2. Home Address. *Dirección Residencial.* _____
3. City. *Ciudad.* _____ State. *Estado.* _____ Zip. *Código Postal.* _____
4. Date of Injury. *Fecha de la lesión (accidente).* _____ Time of Injury. *Hora en que ocurrió.* _____ a.m. _____ p.m.
5. Address and description of where injury happened. *Dirección/lugar dónde ocurrió el accidente.* _____
6. Describe injury and part of body affected. *Describe la lesión y parte del cuerpo afectada.* _____
7. Social Security Number. *Número de Seguro Social del Empleado.* _____
8. Signature of employee. *Firma del empleado.* _____

Employer—complete this section and see note below. Empleador—complete esta sección y note la notación abajo.

9. Name of employer. *Nombre del empleador.* _____
10. Address. *Dirección.* _____
11. Date employer first knew of injury. *Fecha en que el empleador supo por primera vez de la lesión o accidente.* _____
12. Date claim form was provided to employee. *Fecha en que se le entregó al empleado la petición.* _____
13. Date employer received claim form. *Fecha en que el empleado devolvió la petición al empleador.* _____
14. Name and address of insurance carrier or adjusting agency. *Nombre y dirección de la compañía de seguros o agencia administradora de seguros.* _____
15. Insurance Policy Number. *El número de la póliza de Seguro.* _____
16. Signature of employer representative. *Firma del representante del empleador.* _____
17. Title. *Título.* _____ 18. Telephone. *Teléfono.* _____

Employer: You are required to date this form and provide copies to your insurer or claims administrator and to the employee, dependent or representative who filed the claim within **one working day** of receipt of the form from the employee.

Empleador: Se requiere que Ud. feche esta forma y que propée copias a su compañía de seguros, administrador de reclamos, o dependiente/representante de reclamos y al empleado que hayan presentado esta petición dentro del plazo de un día hábil desde el momento de haber sido recibida la forma del empleado.

SIGNING THIS FORM IS NOT AN ADMISSION OF LIABILITY

EL FIRMAR ESTA FORMA NO SIGNIFICA ADMISION DE RESPONSABILIDAD

- Employer copy *Copia del Empleador*
 Employee copy *Copia del Empleado*
 Claims Administrator *Administrador de Reclamos*
 Temporary Receipt/ *Recibo del Empleado*

8.3 Notice of Occurrence - Accident/Incident Report – General Liability, Pollution, Builder’s Risk



Notice of Occurrence
ACCIDENT / INCIDENT REPORT – GENERAL LIABILITY/POLLUTION/BUILDERS RISK

Keenan & Associates 2355
 Crenshaw Blvd. Torrance, CA 90501
 www.SEWUP.ORG
 License No. 0451271

Date:	
Contact:	Project Location Code:
Phone:	Date of Loss & Time: <input type="checkbox"/> AM <input type="checkbox"/> PM
Cell:	Carrier:
Fax:	NAIC Code:
Email:	Policy No.:
	Client ID No.:

School District

Name of Insured:		Insured: Mailing Address:	
Contact Name:	Title:		
Primary Phone: <input type="checkbox"/> Bus <input type="checkbox"/> Cell	Secondary Phone: <input type="checkbox"/> Bus <input type="checkbox"/> Cell	Primary Email:	Secondary Email:

Contractor

Name of Insured:		Insured: Mailing Address:	
Contact Name:	Title:		
Primary Phone: <input type="checkbox"/> Bus <input type="checkbox"/> Cell	Secondary Phone: <input type="checkbox"/> Bus <input type="checkbox"/> Cell	Primary E-mail:	Secondary E-mail:

Occurrence

Location of Occurrence / Address: (Describe Location if No Specific Address):	Police or Fire Dept. Contacted?
	Report No.:
Description of Occurrence:	

Property

Premises: Claimant (1) is: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Insured Party	Premises: Claimant (2) is: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Insured Party
Type of Damage:	Type of Damage:
Damaged Party (1) Name & Address (If not insured):	Damaged Party (2) Name & Address (If not insured):
Primary Phone: <input type="checkbox"/> Home <input type="checkbox"/> Bus. <input type="checkbox"/> Cell	Primary Phone: <input type="checkbox"/> Home <input type="checkbox"/> Bus. <input type="checkbox"/> Cell
Secondary Phone: <input type="checkbox"/> Home <input type="checkbox"/> Bus. <input type="checkbox"/> Cell	Secondary Phone: <input type="checkbox"/> Home <input type="checkbox"/> Bus. <input type="checkbox"/> Cell
Primary Email:	Primary Email:
Secondary Email:	Secondary Email:
Location of Property for Inspection:	Location of Property for Inspection:

Injured Party					
Damaged Party (1) Name & Address (If not insured):			Damaged Party (2) Name & Address (If not insured):		
Primary Phone:	<input type="checkbox"/> Home	<input type="checkbox"/> Bus	<input type="checkbox"/> Cell	Primary Phone:	<input type="checkbox"/> Home <input type="checkbox"/> Bus <input type="checkbox"/> Cell
Secondary Phone:	<input type="checkbox"/> Home	<input type="checkbox"/> Bus	<input type="checkbox"/> Cell	Secondary Phone:	<input type="checkbox"/> Home <input type="checkbox"/> Bus <input type="checkbox"/> Cell
Primary E-mail:			Primary E-mail:		
Secondary E-mail:			Secondary E-mail:		
Age:	Sex:	Occupation:		Age:	Sex: Occupation:
Where Taken:			Where Taken:		
Describe Injury:			Describe Injury:		
What Was Injured Doing:			What Was Injured Doing:		
Witnesses					
Damaged Party (1) Name & Address (If not insured):			Damaged Party (2) Name & Address (If not insured):		
Primary Phone:	<input type="checkbox"/> Home	<input type="checkbox"/> Bus	<input type="checkbox"/> Cell	Primary Phone:	<input type="checkbox"/> Home <input type="checkbox"/> Bus <input type="checkbox"/> Cell
Secondary Phone:	<input type="checkbox"/> Home	<input type="checkbox"/> Bus	<input type="checkbox"/> Cell	Secondary Phone:	<input type="checkbox"/> Home <input type="checkbox"/> Bus <input type="checkbox"/> Cell
Primary E-mail:			Primary E-mail:		
Secondary E-mail:			Secondary E-mail:		
Remarks					
Reported By:			Reported To:		
SEWUP - Notice of Occurrence			Page 2 of 2		

9.0 Frequency Asked Questions (FAQs)

General

1. Who is insured under an Owner Controlled Insurance Program?

The Owner and all enrolled Contractors and their enrolled Subcontractors of any tier who perform operations at the Project Site described in the Contract Documents are insured under the OCIP.

2. Who is managing the Owner Controlled Insurance Program?

Keenan & Associates is the Program Administrator for this Owner Controlled Insurance Program.

3. Is Project Site Defined?

Yes. Project Site is on file with the insurance company, as described in the applicable Contract Documents.

4. What insurance is provided to Contractors/Subcontractors under the Owner Controlled Insurance Program (OCIP)?

The Owner has agreed to procure the following insurance:

- a. Workers' Compensation and Employer's Liability
- b. General Liability Insurance for Personal Injury, Bodily Injury and Property Damage Liability
- c. Builder's Risk
- d. Contractor's Pollution Liability (course of construction only)

5. Does the OCIP cover any contractor's equipment?

No. Contractors and Subcontractors must maintain this coverage.

6. Are there other types of insurance normally purchased by Contractors, which are not included?

Yes. Examples are:

- a. Bonds, if required by contract
- b. Contractor's Automobile Liability and Physical Damage Insurance
- c. Contractor's Equipment Floater

7. Does the Contractor/Subcontractor insured under the OCIP have to provide evidence of insurance?

Yes. The contract requires that, prior to commencement of on-site activities; each Contractor/Subcontractor shall furnish a Certificates of Insurance evidencing coverage for:

- a. Workers' Compensation
- b. General Liability

Certificates of Insurance and Additional Named Insured Endorsements, specifically naming the Owner, are also required for:

- a. Automobile Liability
- b. Any other required coverages outlined in the Contract and the Project Insurance Manual.

8. How is the Contractor/Subcontractor's bid to be submitted?

The Contractor/Subcontractor needs to submit their bid excluding certain insurance costs, as outlined in the Contract. Change Orders also need to be submitted without insurance costs.

9. When will the Contractor/Subcontractor receive a Certificate of Insurance insuring them under the OCIP?

Eligible Contractors/Subcontractors awarded a contract will be furnished a Certificate of Insurance upon Program Administrator's review and acceptance of the Contract Enrollment via WrapPortal.

10. Will all Contractors/Subcontractors receive information concerning their loss experience?

This information is available, upon request, from the Program Administrator.

11. How long are the policies kept in-force for the Contractor/Subcontractor?

The policy periods commence on the date of "Award" and terminate as defined in the Contract Documents. The only extension is for General Liability "Completed Operations" which is for ten (10) years after Notice of Completion filed by the District.

12. Does the OCIP provide coverage for truckers, vendors and suppliers?

No. Contractors/Subcontractors, whose sole duties are as truckers, vendors, or suppliers are not included in the program. If contracted with an on-site installer, vendors and/or suppliers should be enrolled in the OCIP for General Liability only, as it pertains to the contractual relationship of the installer's on-site work.

13. Are all Contractors/Subcontractors, of any tier, required to complete their own OCIP enrollment before they will be allowed to begin job site activity?

All Contractors/Subcontractors, regardless of tier, must complete a Contract Enrollment via WrapPortal, prior to commencement of on-site activities. Upon acceptance by the OCIP Administrator, each Contractor/Subcontractor will receive an enrollment confirmation packet, which includes a Certificate of Insurance evidencing the OCIP coverages.

14. What document do I use to show my Agent/Broker and Insurer that I'm covered under the OCIP?

All contractors enrolled under the OCIP program receive individual workers' compensation policies and Certificates of Insurance evidencing coverage under the OCIP program.

Workers' Compensation and Employers' Liability Insurance Questions

1. What insurance company writes the Workers' Compensation and Employer's Liability coverage?

Liberty Mutual Insurance Company.

2. What is the coverage term?

The coverage term for each Contractor/Subcontractor will coincide with the Start Date provided at OCIP enrollment. OCIP Workers' Compensation policies are renewed each year until receipt of OCIP Contractor's Completion Notice.

3. How will the Contractor/Subcontractor's payroll be classified?

Insurance Company will classify payrolls in accordance with California law under the Workers' Compensation Insurance Rating Bureau regulations, classifications, rates and rating plans. The Monthly Project Site Payroll Form will be used for Contractors/Subcontractors' monthly payroll submissions.

4. Will Program Administrator inspect the job and make recommendations regarding loss control and safety?

Yes. The Program Administrator will conduct periodic loss control surveys on behalf of the Owner. These surveys will focus on evaluating the contractors' efforts to control Workers' Compensation, General Liability, and Builders Risk exposures. These surveys are intended to assist contractors in identifying these exposures and take the appropriate actions to minimize the likelihood of loss.

5. Will there be other people who will make job site inspections?

Yes. The insurance company's Risk Engineer may conduct periodic site inspections to verify compliance with State requirements. State, City and Federal inspectors may also make inspections.

General Liability Insurance for Personal Injury, Bodily Injury and Property Damage Liability Questions

1. What insurance company writes the Personal Injury, Bodily Injury, and Property Damage Liability coverage?

Lloyds of London.

2. Is Completed Operations coverage provided beyond acceptance of the work performed under the Contract?

Yes. The extension for General Liability "completed operations" is for ten (10) years after Notice of Completion is filed by the Owner, or date Occupancy is taken.

10.0 Known Policy Exclusions

Workers' Compensation

Bodily Injury Outside US or Canada
 Bodily Injury To Any Member of Flying Crew
 Bodily Injury To Person Subject To Federal Workers' Compensation
 Bodily Injury To Person Subject To Occupational Disease Laws
 Contractual Liability
 Employees Knowingly Employed Illegally
 Employment Related Practices
 Intentional or Aggravated Bodily Injury
 Obligations Imposed By Disability Benefits or Any Similar Law
 Obligations Imposed By Occupational Disease Laws
 Obligations Imposed By Unemployment Compensation Laws
 Obligations Imposed By Workers' Compensation Laws
 State or Federal Law Violation Fines, Penalties

General Liability

Aircraft, Auto or Watercraft
 Asbestos
 Medical Payments Coverage
 Certain Exclusions to Personal and Advertising Injury Liability
 Certified Acts of Terrorism
 Communicable Disease
 Contractual Liability (Limited Coverage Provided)
 Cross Suits – Limited
 Cyber and Data
 Damage to Your Work
 Damage to Property
 EIFS Installation
 Employers Liability
 Employment Related Practices
 Expected or Intended Injury
 Fungi Or Bacteria
 Lead
 Certain exclusions for transportation or use of
 Mobile Equipment
 Nuclear
 Personal and Advertising Bodily Injury
 Pollution and Hazardous Materials
 Prior Continuous, or Progressively Deteriorating Injury or Damage
 Professional Liability
 Property Damage to the Project During the Course of Construction
 Property Damage to Your Product
 Punitive Damages
 Recall of Products, Work Or Impaired Property

35

Silica or Silica Mixed Dust
 Subsidence
 Violation of Statutes Governing Collecting, Transmitting Information
 Violation of Statutes Governing Email, Fax, Phone Calls
 War
 Workers Compensation and Similar Laws

Builder's Risk

Asbestos
 Certain Offsite Property
 Certain Release, Discharge, Escape, or Dispersal of Contaminants or Pollutants
 Certified Acts of Terrorism (Optional Coverage)
 Cessation of Work
 Consequential Loss (except as provided in Delay in Opening Coverage)
 Communicable Disease
 Contractor's Tools, Machinery, Plans, Equipment
 Cost of Making Good (Optional Coverage)
 Damage to Existing Property (Optional Coverage)
 Damage While Testing Prototype or Used Machinery/Equipment
 Damages, Fines, Penalties at Government Agency or Court Order
 Disappearance or When Revealed by Inventory Shortage Alone
 Earth Movement (Optional Coverage)
 Electrical, Magnetic, or Errors Related to Electronic Records
 Financial Accounts, Instruments, Stamps, Deeds, Precious Material
 Flood (Optional Coverage) (rain and the accumulation of rainwater included in Flood definition)
 Foreign Terrorism
 Infidelity, Dishonesty, Fraudulent Activity of Insured
 Land, Values of Land, Cut, & Fill etc. Prior to Project Commencement
 Loss Under Any Manufacturer or Supplier Guarantee/Warranty
 Normal Subsidence
 Nuclear
 Offshore or Barrier Island Property
 Property That Stores, Processes, or Handles Radioactive Materials
 Rolling Stock, Aircraft, Watercraft
 Software Loss, unless results from an Open Peril
 Standing Timber, Growing Crops, Animals
 Vehicles or Equipment Licensed For Highway Use
 War and Military Action

Contractor's Pollution Liability

Auto, Aircraft, Vessel Or Rolling Stock
 Claims Between Certain Insureds
 Contractual Liability
 Damage To Property
 Fines, Penalties, and Treble Damages
 Employment Related Practices
 Owned Hazardous Materials Facility
 Nuclear

36

Other Entities
Pre-Existing Conditions
Products
Terrorism
War
Workers Compensation and Similar Laws

**CERTIFICATION OF CERTIFIED PAYROLL RECORDS SUBMITTAL
TO LABOR COMMISSION**

I am the _____ for _____ in connection with
(Superintendent/Project Manager) (Contractor)
_____. This Certification is submitted to Compton
(Project Name)

Community College District concurrently with the Contractor's submittal of an Application for Progress Payment to the District, identified as Application For Progress Payment No. _____ ("the Pay Application").

1. The Pay Application requests the District's disbursement of a Progress Payment covering Work performed for the period between _____, 20__ and _____, 20__.
2. The Contractor has submitted Certified Payroll Records ("CPR") to the Labor Commissioner for all employees of the Contractor engaged in performance of Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
3. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay Application have submitted their CPRs to the Labor Commissioner for all of their employees performing Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.
4. I have reviewed the Contractor's CPRs submitted to the Labor Commissioner; the CPRs submitted to the Labor Commissioner by the Contractor are complete and accurate for the period of time covered by the Pay Application.
5. I have reviewed the Subcontractors' CPRs submitted to the Labor Commissioner; the CPRs submitted to the Labor Commissioner by the Subcontractors are complete and accurate for the period of time covered by the Pay Application.

I declare under penalty of perjury under California law that the foregoing is true and correct. I executed this Certification on the ____ day of _____, 20__ at _____.
(City and State)

By: _____

(Typed or Printed Name)

GUARANTEE

Project: STUDENT HOUSING

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within a period of one (1) years from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

Contractor

(Contractor Name)

(Signature of Contractor's Authorized Employee, Officer
Or Representative)

(Printed Name and Title)

(Date)

CONTRACTOR CERTIFICATION OF SUBCONTRACTOR CLAIM

STUDENT HOUSING

Pursuant to Article 16.10.8.2 of the General Conditions, I certify as follows:

- 1. The portion of the Claim made on behalf of the Subcontractor to which this Certification is attached is made in good faith.
- 2. I have reviewed the attached Subcontractor Claim and certify that: (i) the Subcontractor Claim incorporate substantiating data which establish District responsibility for Subcontractor Claim; (ii) if any portion of the Subcontractor Claim does not incorporate substantiating data which establish District responsibility, I have removed such portion of the Subcontractor Claim before submitting the Subcontractor Claim to the District; (iii) I have reviewed and confirmed that the amounts asserted in the Subcontractor Claim for costs, expenses and damages as the responsibility of the District are supported by substantiating data that is complete and accurate; and (iii) there are no other costs, expenses or damages that are the responsibility of the District which arise out of or relate to any matter asserted in the Subcontractor Claim, except as asserted in the Subcontractor Claim.
- 3. The amount requested in the Subcontractor Claim is the responsibility of the District (or an agent/representative of the District) and not any other party.
- 4. The Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq).
- 5. I am duly authorized to certify the Subcontractor Claim on behalf of the Contractor.

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

Executed at _____, on _____, 20____.
(City and State)

(Signature)

(Print Name)

(Title)

(Name of Contractor)

GENERAL CONDITIONS TABLE OF CONTENTS

<p>1. Definitions</p> <p>1.1. The Work.</p> <p>1.2. Surety.</p> <p>1.3. Subcontractors.</p> <p>1.4. Material Supplier.</p> <p>1.5. Drawings and Specifications.</p> <p>1.6. Intent and Correlation of Contract Documents.</p> <p>1.7. Shop Drawings; Samples; Product Data (“Submittals”).</p> <p>1.8. Division of State Architect (“DSA”).</p> <p>1.9. Project Inspector.</p> <p>1.10. Contract Document Terms.</p> <p>1.11. Record Drawings.</p> <p>1.12. Construction Manager.</p> <p>1.13. Construction Equipment.</p> <p>1.14. Site.</p> <p>1.15. Field Clarifications.</p> <p>1.16. Defective or Non-Conforming Work.</p> <p>1.17. Notice to Proceed.</p> <p>1.18. Progress Reports; Verified Reports.</p> <p>1.19. Laws.</p> <p>1.20. Construction Change Directive.</p> <p>2. District</p> <p>2.1. Information Required of District.</p> <p style="padding-left: 20px;">2.1.1. Surveys; Site Information.</p> <p style="padding-left: 20px;">2.1.2. Permits; Fees.</p> <p style="padding-left: 20px;">2.1.3. Drawings and Specifications.</p> <p>2.2. District’s Right to Stop the Work.</p> <p>2.3. Partial Occupancy or Use.</p> <p>2.4. The Project Inspector.</p> <p style="padding-left: 20px;">2.4.1. Authority.</p> <p style="padding-left: 20px;">2.4.2. Facilities and Information for the Project Inspector.</p> <p>2.5. Communications Software.</p> <p>3. Architect</p> <p>3.1. Administration of the Contract.</p> <p>3.2. Architect Periodic Site Inspections.</p> <p>3.3. Submittals.</p> <p>3.4. Changes; Change Orders.</p> <p>3.5. Interpretation of Contract Documents.</p> <p>3.6. Review of Applications for Payment.</p> <p>3.7. Rejection of Work.</p> <p>3.8. Completion.</p> <p>3.9. Interpretation of Contract Documents; Architect as Initial Arbitrator of Disputes.</p> <p>3.10. Contractor Request for Information.</p> <p>3.11. Contractor Responsibility for Construction Means; Methods and Sequences.</p> <p>3.12. Communications.</p> <p>4. The Contractor</p> <p>4.1. Contractor Review of Contract Documents.</p> <p style="padding-left: 20px;">4.1.1. Examination of Contract Documents.</p>	<p>4.1.2. Measurements, Layouts and Field Engineering.</p> <p>4.1.3. Drawings; Dimensions.</p> <p>4.1.4. Work in Accordance With Contract Documents.</p> <p>4.2. Site Investigation; Subsurface Conditions.</p> <p style="padding-left: 20px;">4.2.1. Subsurface Data.</p> <p style="padding-left: 20px;">4.2.2. Subsurface Conditions.</p> <p>4.3. Supervision and Construction Procedures.</p> <p style="padding-left: 20px;">4.3.1. Supervision of the Work.</p> <p style="padding-left: 20px;">4.3.2. Noise and Dust Control.</p> <p style="padding-left: 20px;">4.3.3. Clean-Up.</p> <p style="padding-left: 20px;">4.3.4. Cutting and Patching.</p> <p style="padding-left: 20px;">4.3.5. Construction Utilities.</p> <p style="padding-left: 20px;">4.3.6. Existing Utilities; Removal, Relocation and Protection.</p> <p>4.4. Conferences and Meetings.</p> <p>4.5. Labor and Materials.</p> <p style="padding-left: 20px;">4.5.1. Payment for Labor, Materials and Services.</p> <p style="padding-left: 20px;">4.5.2. Employee Discipline and Competency.</p> <p style="padding-left: 20px;">4.5.3. Contractor’s Superintendent.</p> <p style="padding-left: 20px;">4.5.4. Prohibition on Harassment.</p> <p style="padding-left: 20px;">4.5.5. Taxes.</p> <p>4.6. Permits, Fees and Notices; Compliance With Laws.</p> <p style="padding-left: 20px;">4.6.1. Payment of Permits, Fees.</p> <p style="padding-left: 20px;">4.6.2. Compliance With Laws.</p> <p style="padding-left: 20px;">4.6.3. Notice of Variation From Laws.</p> <p style="padding-left: 20px;">4.6.4. DIR Registration.</p> <p>4.7. Submittals.</p> <p style="padding-left: 20px;">4.7.1. Contractor’s Submittals.</p> <p style="padding-left: 40px;">4.7.1.1. Prompt Submittals.</p> <p style="padding-left: 40px;">4.7.1.2. Contractor Approval of Subcontractor Submittals.</p> <p style="padding-left: 40px;">4.7.1.3. Contractor Responsibility for Deviations.</p> <p style="padding-left: 40px;">4.7.1.4. No Performance of Work Without Architect Review.</p> <p style="padding-left: 20px;">4.7.2. Architect Review of Submittals.</p> <p style="padding-left: 20px;">4.7.3. Deferred Approval Items.</p> <p>4.8. Materials and Equipment.</p> <p style="padding-left: 20px;">4.8.1. Approval of Substitutions or Alternatives.</p> <p style="padding-left: 20px;">4.8.2. District Standard Products; “Sole Source” Products.</p> <p style="padding-left: 20px;">4.8.3. Placement of Material and Equipment Orders.</p> <p style="padding-left: 20px;">4.8.4. District’s Right to Place Orders for Materials and/or Equipment.</p> <p>4.9. Safety; Security.</p> <p style="padding-left: 20px;">4.9.1. Safety.</p> <p style="padding-left: 20px;">4.9.2. Security.</p>
---	--

- 4.10. Hazardous Materials; Prohibition on Use of Asbestos Construction Building Materials (“ACBMs”).
- 4.11. Maintenance of Record Drawings.
- 4.12. Use of Site.
- 4.13. Access to the Work.
- 4.14. Patents and Royalties. .
- 4.15. Wage Rates; Employment of Labor.
- 4.15.1. Payment of Prevailing Rates.
- 4.15.2. Prevailing Rate Penalty.
- 4.15.3. Certified Payroll Records.
- 4.15.4. Hours of Work.
- 4.16. Apprentices.
- 4.17. Employment of Independent Contractors
- 4.18. Assignment of Antitrust Claims.
- 4.19. DSA Construction Oversight.
- 4.19.1. DSA Approved Documents.
- 4.19.2. Correction of Non-Conforming Work.
- 4.19.3. Verification of DSA 152 Forms.
- 4.19.4. Test/Inspection Communications.
- 4.19.5. DSA Form 156 Notifications to Project Inspector.
- 4.19.6. Limitations on Contractor Work.
- 4.19.7. Final Verified Report.
- 4.19.8. Failure to Submit Final Verified Report.
- 4.20. DSA Verified Reports.
- 4.20.1. Contractor Actions.
- 4.20.2. District Withholdings From Final Payment.
- 5. Subcontractors.**
- 5.1. Subcontracts.
- 5.2. Subcontractor DIR Contractor Registration.
- 5.2.1. No Subcontractor Performance of Work Without DIR Registration.
- 5.2.2. Contractor Obligation to Verify Subcontractor DIR Registration Status.
- 5.2.3. Contractor Obligation to Request Substitution of Listed Subcontractor Who Is Not DIR Registered Contractor.
- 5.3. Substitution of Listed Subcontractor.
- 5.3.1. Substitution Process.
- 5.3.2. Responsibilities of Contractor Upon Substitution of Subcontractor.
- 5.4. Subcontractors’ Work.
- 6. Insurance; Bonds; Indemnification.**
- 6.1. Owner Controlled Insurance Program (“OCIP”).
- 6.2. Contractor OCIP Obligations.
- 6.2.1. Compliance With OCIP Requirements.
- 6.2.2. Contractor Furnishing of Information.
- 6.2.3. No Violation of OCIP Insurance Policy Conditions.
- 6.2.4. District Rights.
- 6.2.5. Withholding of Progress Payments/Final Payment.
- 6.3. Contractor/Subcontractor Provided Insurance Requirements.
- 6.4. Payment Bond; Performance.
- 6.5. Contractor Indemnity.
- 7. Contract Time**
- 7.1. Substantial Completion of the Work Within Contract Time.
- 7.2. Progress and Completion of the Work.
- 7.2.1. Time of Essence.
- 7.2.2. Substantial Completion.
- 7.2.3. Correction or Completion of the Work After Substantial Completion.
- 7.2.3.1. Punchlist.
- 7.2.3.2. Time for Completing Punchlist Items.
- 7.2.3.3. Final Completion.
- 7.2.3.4. Contractor Responsibility for Multiple Inspections.
- 7.2.4. Final Acceptance.
- 7.3. Construction Schedule.
- 7.3.1. Submittal of Preliminary Construction Schedule.
- 7.3.2. Review of Preliminary Construction Schedule.
- 7.3.3. Accepted Construction Schedule.
- 7.3.4. Revisions to Accepted Construction Schedule.
- 7.3.5. Updates to Accepted Construction Schedule.
- 7.3.6. Contractor Responsibility for Construction Schedule.
- 7.4. Adjustment of Contract Time.
- 7.4.1. Force Majeure and Excusable Delays.
- 7.4.2. Compensable Delays.
- 7.4.3. Inexcusable Delays.
- 7.5. Liquidated Damages.
- 8. Contract Price**
- 8.1. Cost Breakdown of Contract Price.
- 8.2. Progress Payments.
- 8.2.1. Applications for Progress Payments (“Payment Applications”).
- 8.2.2. District’s Review of Payment Applications.
- 8.2.3. Review of Payment Applications.
- 8.3. District’s Disbursement of Progress Payments.
- 8.3.1. Timely Disbursement of Progress Payments.
- 8.3.2. Untimely Disbursement of Progress Payments.
- 8.3.3. District’s Right to Disburse

- Progress Payments by Joint Checks.
- 8.3.4. No Waiver of Defective or Non-Conforming Work.
- 8.3.5. Progress Payments for Changed Work.
- 8.3.6. Materials or Equipment Not Incorporated Into the Work.
- 8.3.7. Title to Work.
- 8.4. Substitute Security for Retention.
- 8.5. Final Payment.
- 8.5.1. Application for Final Payment.
- 8.5.2. Conditions Precedent to Disbursement of Final Payment.
- 8.5.3. Disbursement of Final Payment.
- 8.5.4. Waiver of Claims.
- 8.5.5. Claims Asserted After Final Payment.
- 8.6. Withholding of Payments.
- 8.7. Payments to Subcontractors.
- 9. Changes**
- 9.1. Changes to the Work.
- 9.2. Contractor Notice of Oral Order of Change in the Work.
- 9.3. Contractor Submittal of Data.
- 9.4. Adjustment to Contract Price on Account of Changes to the Work.
- 9.4.1. Mutual Agreement.
- 9.4.2. Determination by the District.
- 9.4.3. Basis for Adjustment of Contract Price.
- 9.4.3.1. Labor.
- 9.4.3.2. Materials and Equipment.
- 9.4.3.3. Construction Equipment.
- 9.4.4. Mark-up on Costs of Changes to the Work.
- 9.4.5. Contractor Maintenance of Records.
- 9.5. Adjustment to Contract Time.
- 9.6. Addition or Deletion of Alternate Bid Item(s).
- 9.7. Change Orders.
- 9.8. Unilateral Change Order.
- 9.9. Construction Change Directive.
- 9.10. Contractor Notice of Changes.
- 9.11. Disputed Changes.
- 9.12. Minor Changes in the Work.
- 9.13. Unauthorized Changes.
- 10. Separate Contractors**
- 10.1. District's Right to Award Separate Contracts.
- 10.2. District's Coordination of Separate Contractors.
- 10.3. Mutual Responsibility.
- 10.4. Discrepancies or Defects.
- 11. Tests; Inspections; Observations**
- 11.1. Contractor's Notice.
- 11.2. Cost of Tests and Inspections.
- 11.3. Testing/Inspection Laboratory.
- 11.4. Additional Tests, Inspections and Approvals.
- 11.5. Delivery of Certificates.
- 11.6. Timeliness of Tests, Inspections and Approvals.
- 12. Uncovering and Correction of Work**
- 12.1. Uncovering of Work.
- 12.2. Rejection of Work.
- 12.3. Correction of Work.
- 12.4. Removal of Non-Conforming or Defective Work.
- 12.5. Failure of Contractor to Correct Work.
- 12.6. Acceptance of Defective or Non-Conforming Work.
- 13. Warranties**
- 13.1. Workmanship and Materials.
- 13.2. Warranty Work.
- 13.3. Guarantee.
- 13.4. Survival of Warranties.
- 14. Suspension of Work**
- 14.1. District's Right to Suspend Work.
- 14.2. Adjustments to Contract Price and Contract Time.
- 15. Termination**
- 15.1. Termination for Cause.
- 15.1.1. District's Rights Upon Termination.
- 15.1.2. Completion by the Surety.
- 15.1.3. Assignment and Assumption of Subcontracts.
- 15.1.4. Costs of Completion.
- 15.1.5. Conversion to Termination for Convenience.
- 15.1.6. District's Rights Cumulative.
- 15.2. Termination for Convenience of the District.
- 16. Miscellaneous**
- 16.1. Governing Law; Interpretation.
- 16.2. Successors and Assigns.
- 16.3. Cumulative Rights and Remedies; No Waiver.
- 16.4. Severability.
- 16.5. No Assignment by Contractor
- 16.6. Time of Essence.
- 16.7. Independent Contractor Status.
- 16.8. Notices.
- 16.9. Disputes.
- 16.10. Dispute/Claims Resolution.
- 16.10.1. Public Contract Code §9204 Claims Resolution Procedures.
- 16.10.2. Claim Defined.
- 16.10.3. Claim Documentation.
- 16.10.4. District Claim Review Statement.
- 16.10.5. Meet and Confer
- 16.10.5.1. Meet and Confer Demand.
- 16.10.5.2. Meet and Confer Statement.
- 16.10.6. Non-Binding Mediation.
- 16.10.6.1. Contractor Initiation.
- 16.10.6.2. Mediator Selection.

-
- | | |
|--|--|
| 16.10.6.3. Mediation Procedures.
16.10.6.4. Mediation Costs.
16.10.6.5. Post-Mediation Disputed Claims.
16.10.6.6. Waiver.
16.10.7. Payments of Undisputed Claims.
16.10.8. Subcontractor Claims.
16.10.8.1. Subcontractor Claim Submittal.
16.10.8.2. Contractor Certification of Subcontractor Claim.
16.10.8.3. District Review of Subcontract Claim.
16.10.8.4. Disputed Subcontract Claims.
16.11. Government Code Claim Requirements.
16.12. Section 20104.4 Dispute Resolution Procedures; Claims Less Than \$375,000. | 16.13. Binding Arbitration of Claims Exceeding \$375,000.
16.13.1. AAA Arbitration.
16.13.2. Demand for Arbitration.
16.13.3. Discovery.
16.13.4. Arbitration Award.
16.13.5. Arbitration Fees and Expenses.
16.13.6. Limitation on Arbitrator.
16.13.7. Inapplicability to Bid Bond.
16.14. Attorneys' Fees.
16.15. Provisions Required by the Laws Deemed Inserted.
16.16. Days.
16.17. Entire Agreement. |
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[END OF SECTION]

GENERAL CONDITIONS

1. Definitions

- 1.1. The Work. The "Work" is the construction and services required by the Contract Documents, and includes all labor, materials, equipment, and services to fulfill the Contractor's obligations under the Contract Documents.
- 1.2. Surety. The Surety is the person or entity that executes, as surety, the Contractor's Labor and Material Payment Bond and/or Performance Bond.
- 1.3. Subcontractors. A Subcontractor is a person or entity who has a direct contract with the Contractor for a portion of the Work; Subcontractors include lower tier subcontractors, who are in direct privity of contract with a Subcontractor.
- 1.4. Material Supplier. A Material Supplier only furnishes materials, equipment or supplies for the Work without fabricating, installing or consuming them in the Work.
- 1.5. Drawings and Specifications. The Drawings are the graphic and pictorial portions of the Contract Documents, showing generally, the design, location and dimensions of the Work and may include plans, elevations, sections, details, schedules or diagrams. The Specifications are the written requirements for materials, equipment, construction systems, standards, criteria and workmanship.
- 1.6. Intent and Correlation of Contract Documents. The Contract Documents are complementary and what is required by one portion shall be by all; performance by the Contractor is required to the extent consistent with the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. If a portion of the Contract Documents is silent and information appears elsewhere in the Contract Documents, such other portions of the Contract Documents shall control. Words or terms with well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings. Conflicts, inconsistencies or ambiguities in the Contract Documents shall be resolved by the Architect based on the following standards: the Drawings are intended to describe matters relating to placement, type, quantity and the like; the Specifications are intended to describe matters relating to quality, materials, compositions, manufacturers and the like. If conflicts exist between parts of the Contract Documents regarding the quality of any product, equipment or materials, the Contractor shall provide the product, equipment or material of the highest or more stringent quality.
- 1.7. Shop Drawings; Samples; Product Data ("Submittals"). Shop Drawings are diagrams, schedules and other data specially prepared for the Work to illustrate the installation, assembly or similar matters for a portion of the Work. Samples are physical examples of materials, equipment or workmanship to be incorporated into the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information to illustrate materials or equipment for a portion of the Work. Shop Drawings, Samples and Product Data prepared by the Contractor or any Subcontractors/Material Suppliers are collectively referred to as "Submittals."
- 1.8. Division of State Architect ("DSA"). DSA is the California Division of the State Architect; references to "DSA" include its offices, employees and agents. The authority of the DSA over the Work and the performance thereof shall be as set forth in the Contract Documents and the Laws.
- 1.9. Project Inspector. The Project Inspector is employed by the District in accordance with the requirements of Title 24 of the California Code of Regulations. The Project Inspector is authorized to act on behalf of the District as provided for in the Contract Documents and in Title 24 of the California Code of Regulations.

- 1.10. Contract Document Terms. The term “provide” means “provide complete in place” or to “furnish and install” such item. Unless otherwise provided in the Contract Documents, the terms “approved;” “directed;” “satisfactory;” “accepted;” “acceptable;” “proper;” “required;” “necessary” and “equal” means as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the Architect. The term “typical” as used in the Drawings shall require the installation or furnishing of such item(s) of the Work designated as “typical” in all other areas similarly marked as “typical”; Work in such other areas shall conform to that shown as “typical” or as reasonably inferable therefrom.
- 1.11. Record Drawings. The Record Drawings are the Drawings marked by the Contractor during the Work to indicate completely and accurately actual as-built conditions of the Work.
- 1.12. Construction Manager. The Construction Manager, if any, is designated in the Special Conditions and is authorized to act on behalf of the District in accordance with the Contract Documents. If a Construction Manager is not designated in the Special Conditions, the District may designate a Construction Manager during performance of the Work without adjustment of the Contract Price or the Contract Time or otherwise affect, limit or restrict Contractor’s obligations hereunder.
- 1.13. Construction Equipment. “Construction Equipment” is equipment utilized for the performance of any portion of the Work, but which is not incorporated into the Work.
- 1.14. Site. The Site is the physical area designated in the Contract Documents for Contractor’s performance, construction and installation of the Work.
- 1.15. Field Clarifications. A written or graphic document consisting of supplementary details, instructions or information issued on behalf of the District which clarifies or supplements the Contract Documents and which becomes a part of the Contract Documents upon issuance. Field Clarifications do not constitute Changes, unless a Change Order relating to a Field Clarification is authorized and issued.
- 1.16. Defective or Non-Conforming Work. Defective or Non-Conforming Work is any Work which is unsatisfactory, faulty or deficient by: (i) not conforming to the requirements of the Contract Documents; (ii) not conforming to the standards of workmanship of the applicable trade; (iii) not in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (iv) damage occurring prior to Final Acceptance.
- 1.17. Notice to Proceed. The Notice to Proceed is the written notice issued by or on behalf of the District to the Contractor authorizing the Contractor to proceed with commencement of the Work and which establishes the date for commencement of the Contract Time.
- 1.18. Progress Reports; Verified Reports. Progress Reports are written reports prepared by the Contractor and its Subcontractors on a daily basis. Progress Reports must include: (i) the number of labor and supervising personnel at the Site; (ii) the labor/work classification of each laborer; (iii) a detailed description of the Work in progress and completed; (iv) weather/environmental conditions; and (v) problems encountered with a potential impact to the Contract Time or the Contract Price. Verified Reports are periodic written reports prepared by the Contractor and submitted to the DSA; Verified Reports shall be in such form and content as required by Title 24 of the California Code of Regulations.
- 1.19. Laws. “Laws” refer to all laws, ordinances, codes, rules and/or regulations promulgated by any governmental or quasi-governmental agency with jurisdiction over any portion of the Work and which apply to any portion of the Work, including those in effect as of the execution of the Agreement, amendments thereto and subsequently enacted Laws that take effect during the performance of the Work. No adjustment of the Contract Time or the Contract Price shall be

allowed for the Contractor's compliance with the Laws.

- 1.20. Construction Change Directive. A Construction Change Directive is a written instrument issued by or on behalf of the District to the Contractor directing a Change to the Work prior to the Contractor and District reaching full agreement on an adjustment of the Contract Time and/or Contract Price on account of such Change. A material obligation of the Contractor is timely performance of Work noted in a Construction Change Directive.

2. District

2.1. Information Required of District.

2.1.1. Surveys; Site Information. Information, if any, concerning physical characteristics of the Site, including without limitation, surveys, soils reports, and utility locations is set forth in the Contract Documents. Information not provided by the District but required to complete the Work shall be obtained by Contractor without adjustment to the Contract Price or the Contract Time. The Contractor shall verify all information provided by the District. Variations between conditions or existing improvements depicted in the Contract Documents and those actually encountered in the performance of the Work shall not result in any District liability therefor, nor shall any such variations result in an adjustment of the Contract Time or the Contract Price.

2.1.2. Permits; Fees. Except as otherwise provided in the Contract Documents, the District shall secure and pay for necessary approvals, easements, assessments and charges required for construction of the Work.

2.1.3. Drawings and Specifications. The District shall furnish the Contractor, without cost to the Contractor, electronic files of the Drawings and the Specifications as set forth in the Special Conditions. All of the Drawings and the Specifications provided by the District to the Contractor remain the property of the District; the Contractor shall not use the Drawings or the Specifications other than the Work of the Project.

2.2. District's Right to Stop the Work. The District may, by written order, direct the Contractor to stop any portion of the Work if the Contractor: (i) fails to correct Defective or Non-Conforming Work; or (ii) fails to carry out the Work in conformity to the Contract Documents. The right of the District to stop the Work hereunder shall not: (i) be deemed a duty of the District to exercise such right for the benefit of the Contractor; (ii) waive or limit the exercise of any other right or remedy of the District under the Contract Documents or the Laws; or (iii) result in adjustment of the Contract Time or the Contract Price.

2.3. Partial Occupancy or Use. The District may occupy or use any completed or partially completed portion of the Work. Immediately prior to such partial occupancy or use of the Work, the District, Project Inspector, Contractor, Construction Manager and Architect shall jointly inspect the portion of Work to be used or occupied by the District to record the condition of the Work. Corrective action noted in such inspection shall be promptly performed and completed by the Contractor so the Work conforms to requirements of the Contract Documents and the District's occupancy or use thereof is not impaired. The District's use or occupancy of the Work or portions thereof is not "completion" of the Work pursuant to Public Contract Code §7107 nor constitute the District's acceptance Defective or Non-Conforming Work.

2.4. The Project Inspector.

2.4.1. Authority. All Work shall be performed under the observation of the Project Inspector, whose authority is established by the Laws and the Contract Documents. Duties of the Project Inspector shall not relieve or limit the Contractor's performance of its obligations under the Contract Documents. The Project Inspector does not have authority: (i) to interpret the Contract Documents or to modify the Work

depicted in the Contract Documents; or (ii) relating to the Contractor's safety plan. Upon the Project Inspector's issuance of a report or other similar statement identifying Defective or Non-Conforming Work, the Contractor shall promptly repair, replace or correct the same so that it conforms to requirements of the Contract Documents. If the Contractor fails or refuses to promptly remedy Defective or Non-Conforming Work, the District may remedy such Defective or Non-Conforming Work at the expense of the Contractor.

2.4.2. Facilities and Information for the Project Inspector. The Contractor shall provide to the Project Inspector all information, data and similar materials as necessary or appropriate for the Project Inspector's purposes of fulfilling the Project Inspector's obligations relating to observations and inspections of the Work. The Contractor shall provide, without adjustment of the Contract Price, for use by the Project Inspector, the District and Construction Manager the facilities, equipment, furnishings and services set forth in the Special Conditions. If the Contractor does not provide the facilities, furnishings, equipment and services set forth in the Special Conditions, or fails to pay timely any charges or fees arising out of the use of the same, the District may, as applicable, procure facilities, furnishings, equipment and services required by the Contract Documents or pay outstanding charges, at the expense of the Contractor.

2.5. Communications Software. The District reserves the right to implement electronic data and/or communications software (such as Primavera Expedition®) for data and communications relating to the Work ("Communications Software"). The Contractor's use of Communications Software will be as directed by the District without charge or expense to the Contractor and without adjustment of the Contract Price or the Contract Time.

3. Architect; Construction Manager

3.1. Administration of the Contract. The Architect and Construction Manager will provide administration of the Contract and are District representatives during construction until the time that Final Payment is due the Contractor under the Contract Documents. The Architect and Construction Manager will advise and consult with the District and the Project Inspector with respect to the administration of the Contract and the Work. The Architect and the Construction Manager are authorized to act on behalf of the District to the extent provided for in the Contract Documents; and shall have the responsibilities and powers established by the Laws, including Title 24 of the California Code of Regulations.

3.2. Architect Periodic Site Inspections. The Architect will visit the Site at intervals appropriate to the stage of construction to: (i) become generally familiar with the progress and quality of the completed Work; and (ii) determine if the Work is being performed so that when completed will be in accordance with the Contract Documents. On the basis of Site observations as an architect, the Architect will keep the District informed of the progress of the Work, and endeavor to guard the District against defects and deficiencies in the Work. The Architect is authorized to reject Defective or Non-Conforming Work. The Architect may require additional inspections or tests, whether or not the Work is fabricated, installed or completed.

3.3. Submittals. The Architect will review and accept or take other appropriate action relating to Submittals for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. The Architect's review of Submittals shall not: (i) relieve the Contractor of its obligations under the Contract Documents; (ii) constitute approval of safety measures, programs or precautions; or (iii) constitute the direction of construction means, methods, techniques, sequences or procedures. The Architect's review and return of reviewed Submittals will conform to the time limits set forth in the Specifications, the Construction Schedule or other provisions of the Contract Documents.

If no time limits are established in the foregoing, the Architect shall have fourteen (14) days for review and return of Submittals.

- 3.4. Changes; Change Orders. The Architect will prepare Change Orders, and may authorize minor Changes in the Work which do not result in adjustment of the Contract Time or the Contract Price. The Architect may issue Field Clarifications and Construction Change Directives.
- 3.5. Interpretation of Contract Documents. The Architect will interpret and decide matters concerning the requirements of the Contract Documents on written request of either the District or the Contractor. The Architect's response to such requests will be made promptly and within the time limits agreed upon; if agreement establishing the time for the Architect's review and response to requests is not reached, the Architect shall have fifteen (15) days after receipt of such request to respond thereto. Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. The Architect's decisions on matters relating to aesthetic effect are final if consistent with the intent expressed in the Contract Documents.
- 3.6. Review of Applications for Payment. The Architect, Project Inspector and Construction Manager will each review the Contractor's Applications for Progress Payments and for Final Payment, evaluate the extent of Work performed and certify to the District the amount properly due the Contractor on such Application for Payment.
- 3.7. Rejection of Work. The Architect and/or Construction Manager are authorized to reject Work which is defective or does not conform to the requirements of the Contract Documents. Whenever the Architect, Project Inspector or the Construction Manager consider it necessary or advisable, for implementation of the intent of the Contract Documents, they shall have authority to require additional inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. The authority of the Architect, Project Inspector or the Construction Manager or a decision made in good faith by the Architect, Project Inspector or Construction Manager to exercise or not to exercise such authority shall not give rise to a duty or responsibility to the Contractor, Subcontractors, Material Suppliers, their agents or employees, or other persons performing portions of the Work.
- 3.8. Completion. The Architect, Project Inspector and the Construction Manager will conduct observations to determine the date(s) of Substantial Completion and the date(s) of Final Completion. The Construction Manager will receive from the Contractor and forward to the District, for the District's review and records, written warranties and related documents or other items required by the Contract Documents upon close-out of the Work which are assembled by the Contractor. If a Construction Manager is not retained for the Work, the Contractor shall submit such items to the Architect for forwarding to the District. The Architect, Project Inspector and Construction Manager will verify that the Contractor has complied with all requirements of the Contract Documents and is entitled to receipt of Final Payment.
- 3.9. Interpretation of Contract Documents; Architect as Initial Arbiter of Disputes. The Architect will interpret and decide matters concerning the requirements of the Contract Documents on written request of either the District or the Contractor. The Architect's response to such requests will be made with reasonable promptness and within the time limits agreed upon, if any. If no agreement is reached establishing the time for the Architect's review and response to requests, the Architect shall be afforded a ten (10) calendar day period after receipt of such request to review and respond thereto. Interpretations and decisions of the Architect will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both the District and the Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions

so rendered in good faith. The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents. If there is any disagreement, dispute or other matter in controversy between the District and the Contractor, in addition to other requirements established by the Contract Documents or by law, the submission of the same to the Architect for its decision shall be a condition precedent to initiation of dispute resolution procedures.

- 3.10. Contractor Request for Information. If the Contractor encounters any condition which the Contractor believes, in good faith and with reasonable basis, is the result of an ambiguity, conflict, error or omission in the Contract Documents (collectively "the Conditions"), the Contractor must request information from the Architect necessary to address and resolve any such Conditions before proceeding with any portion of the Work affected or which may be affected by such Conditions. If the Architect reasonably determines that any of Contractor's request(s) for information: (i) does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; or (ii) does not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract Documents; or (iii) is not justified for any other reason, Contractor shall be liable to the District for all costs incurred by the District to process, review, evaluate and respond to such request for information, including without limitation, fees of the Architect.
- 3.11. Contractor Responsibility for Construction Means, Methods and Sequences. Neither the District, Project Inspector, Architect or the Construction Manager will have control over or charge of and be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, these being solely the Contractor's responsibility. The District, Architect, Project Inspector or Construction Manager have no control over or charge of and are not responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- 3.12. Communications. All communications regarding the Work, the performance thereof or the Contract Documents shall be in writing; verbal communications shall be reduced to writing. Communications between the Contractor and the District or the Architect shall be through the Construction Manager, if one is retained for the Work. Communications between the Contractor and the District's separate contractors, if any, shall be through the District. All written communications between the Contractor and any Subcontractor, Material Supplier or others directly or indirectly engaged by the Contractor to perform or provide any portion of the Work shall be available to the District, the Construction Manager and the Architect for review, inspection and reproduction as may be requested from time to time. Failure or refusal of the Contractor to permit the District, the Construction Manager or Architect to review, inspect or reproduce such written communications may be deemed a default of Contractor hereunder.

4. The Contractor

4.1. Contractor Review of Contract Documents.

- 4.1.1. Examination of Contract Documents. The Contractor shall carefully study Contract Documents and information furnished by the District and shall immediately notify the Architect in writing of errors, inconsistencies or omissions discovered. If the Contractor performs any Work knowing, or with reasonable diligence should have known that, it involves an error, inconsistency or omission in the Contract Documents without prior notice to the Architect, the Contractor shall bear the costs for correction of the same.
- 4.1.2. Measurements, Layouts and Field Engineering. The Contractor shall take field measurements and verify field conditions at the Site. All field engineering required for laying out the Work and establishing grades for earthwork operations shall be by

an engineer registered under the Laws and without adjustment of the Contract Price. The Contractor shall complete all surveys necessary for performance of the Work and for establishment, location, maintenance and preservation of benchmarks, reference points and stakes for the Work.

4.1.3. Drawings; Dimensions. Unless otherwise expressly provided, dimensions indicated in the Drawings are: (i) intended for reference only; and (ii) diagrammatic and schematic in nature. The Contractor is solely responsible for dimensioning and coordinating the Work of the Contract Documents. No Contract Price adjustment will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings.

4.1.4. Work in Accordance With Contract Documents. The Contractor shall perform all of the Work in strict conformity with the Contract Documents and the Laws.

4.2. Site Investigation; Subsurface Conditions.

4.2.1. Subsurface Data. By executing the Agreement, the Contractor acknowledges that it has examined the boring data and other available subsurface data and has satisfied itself as to the character, quality and quantity of surface and subsurface materials, including without limitation, obstacles which may be encountered in performance of the Work. Subsurface data or other soils investigation report provided by the District hereunder are not a part of the Contract Documents. Information contained in such data or report regarding subsurface conditions, elevations of existing grades, or below grade elevations are approximate only and is neither guaranteed or warranted by the District to be complete and accurate. The District assumes no responsibility for any conclusions or interpretations of the Contractor on the basis of available subsurface data or other information furnished by District under the Contract Documents.

4.2.2. Subsurface Conditions. If the Work involves digging trenches or other excavations that extend deeper than four (4) feet below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify the Project Inspector, in writing, of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I or Class II or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Contract Documents. If the District determines that the conditions so materially differ or involve such hazardous materials requiring an adjustment to the Contract Price or the Contract Time, the District shall issue a Change Order in accordance with Article 9 hereof. Pursuant to California Public Contract Code §7104, disputes between the Contractor and the District as to any of the conditions listed in (i), (ii) or (iii) above, shall not excuse the Contractor from the completion of the Work within the Contract Time and the Contractor shall proceed with all Work to be performed under the Contract Documents.

4.3. Supervision and Construction Procedures.

4.3.1. Supervision of the Work. The Contractor shall supervise and direct performance of the Work, using the Contractor's best skill and attention. The Contractor is responsible to the District for acts and omissions of the employees, agents and representatives of the Contractor and Subcontractors.

- 4.3.2. Noise and Dust Control. The Contractor shall implement all measures necessary for noise and dust control during Work at the Site, including specific care to avoid deposits of airborne dust or airborne elements.
- 4.3.3. Clean-Up. The Contractor shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material or rubbish. The Contractor shall maintain the Site in a “rake-clean” standard on a daily basis. The Project Inspector or Construction Manager may direct the Contractor’s clean-up obligations hereunder. If the Contractor fails to clean up as provided for in the Contract Documents, the District may do so at the Contractor’s expense.
- 4.3.4. Cutting and Patching. The Contractor is responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly. The Contractor shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the District or separate contractors by cutting, patching, excavation or other alteration.
- 4.3.5. Construction Utilities. The District will furnish and pay the costs of utility services for the Work as set forth in the Special Conditions; all other utilities necessary to complete the Work shall be obtained by the Contractor without adjustment of the Contract Price. The Contractor shall furnish and install temporary distributions of utilities at the Site as necessary for the Work, including utilities furnished by the District. All temporary distributions shall be removed by the Contractor upon completion of the Work. The costs of utility services obtained by the Contractor and the installation and removal of temporary distributions thereof are included in the Contract Price.
- 4.3.6. Existing Utilities; Removal, Relocation and Protection. Pursuant to California Government Code §4215, the District assumes responsibility for timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Site which are not identified in the Contract Documents. The Contractor shall be compensated for the costs of locating, repairing damage not due to the Contractor’s failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Contract Documents with reasonable accuracy and for Construction Equipment on the Site necessarily idled during such work. The Contractor shall not be assessed Liquidated Damages for delay in completion of the Work when such delay is caused by the failure of the District or the utility owner to provide for removal or relocation of such utility facilities. The District is not required to indicate existing service laterals or appurtenances if presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the Site. If the Contractor encounters utility facilities not identified in the Contract Documents, the Contractor shall immediately notify, in writing, the District, Project Inspector, Architect, Construction Manager and the utility owner. If such utility facilities are owned by a public utility, the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.
- 4.4. Conferences and Meetings. A material obligation of the Contractor is the attendance by the Contractor’s supervisory and/or management personnel (who shall be authorized to act on behalf of the Contractor) at meetings relating to the Work, including weekly progress meetings. The Contractor is responsible for arranging for attendance by Subcontractors, Material Suppliers at meetings and conferences relating to the Work as necessary, appropriate or as requested by the District. All costs, expenses, charges or fees incurred by the Contractor in connection with attendance and participation meetings relating to the Work shall be without

adjustment of the Contract Time or the Contract Price. The Architect or Construction Manager will prepare and distribute minutes reflecting the items addressed and actions taken at a meeting or conference. The Contractor shall have five (5) days after the date of distribution of minutes to notify the Construction Manager and Architect in writing of objections to such minutes. Failure of the Contractor to interpose objections within said five (5) days will result the minutes as distributed constituting the official record of the meeting or conference. Objections of Subcontractors or Material Suppliers to minutes shall be submitted to the Architect or Construction Manager through the Contractor. If the Contractor timely interposes objections or notes corrections, the resolution of such matters shall be addressed at the next scheduled meeting.

4.5. Labor and Materials.

- 4.5.1. Payment for Labor, Materials and Services. The Contractor shall provide and pay for labor, materials, equipment, tools, Construction Equipment and machinery, water, heat, utilities, transportation, and other facilities and/or services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.
- 4.5.2. Employee Discipline and Competency. The Contractor shall enforce strict discipline and good order among employees of the Contractor, Subcontractors and all other persons performing any part of the Work at the Site. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall dismiss from its employ and direct any Subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work.
- 4.5.3. Contractor's Superintendent. The Contractor's superintendent shall at the Site at all times during the Work. The superintendent shall represent the Contractor and communications given to the superintendent shall be binding as if given to the Contractor. The Contractor shall submit to the District a written statement of the qualifications of the Contractor's proposed Superintendent. Acceptance of the Contractor's proposed Superintendent is subject to establishing the Superintendent's: (i) skills, experience and other capabilities of the proposed Superintendent to supervise, coordinate and manage the Work; (ii) fluent verbal and written English language capabilities; (iii) competency in reading, comprehending and understanding Drawings, Specifications and other technical construction-related materials; and (iv) recent experience in completing construction projects similar to the Work within the budget and time established for such other construction projects. Upon acceptance of the Contractor's Superintendent, the Contractor shall not be change the Superintendent without prior consent of the District, unless the Superintendent: (i) is unsatisfactory to the Contractor; or (ii) is determined by the District to be unfit, incompetent or incapable of performing functions and responsibilities assigned.
- 4.5.4. Prohibition on Harassment. Any person engaging in a prohibited form of harassment is subject to immediate removal and thereafter excluded from the Site. Upon the District's receipt of any notice or complaint that a person performing Work at the Site has engaged in a prohibited form of harassment ("Worker"), the District will promptly undertake an investigation of such notice or complaint. If the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District will notify the Contractor of the same and direct that the Worker be immediately removed from the Site. Unless the District's determination is grossly negligent or without reasonable cause, District shall have no liability for

directing the removal of any Worker determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. The Contractor and the Surety shall defend, indemnify and hold harmless the Indemnified Parties from any and all claims, liabilities, judgments, awards, actions or causes of actions, including without limitation, attorneys' fees, which arise out of, or pertain in any manner to: (i) the assertion by any Worker that the direction of the District pursuant to the foregoing was improper; or (ii) the assertion by any person that a Worker has engaged in a prohibited form of harassment directed to or affecting such person.

4.5.5. Taxes. The Contractor shall pay, without adjustment of the Contract Price, all sales, consumer, use and other taxes for the Work or portions thereof provided by the Contractor under the Contract Documents.

4.6. Permits, Fees and Notices; Compliance With Laws.

4.6.1. Payment of Permits, Fees. Unless otherwise provided in the Contract Documents, the District shall secure and pay for the building permits, other permits, governmental fees, licenses and inspections necessary or required for the proper execution and completion of the Work. The foregoing notwithstanding: (i) the Contractor shall pay all fees, costs or other expenses associated with or arising in connection with Deferred Approval Items without adjustment of the Contract Price; and (ii) the Contractor shall obtain the following permits/approvals if applicable to the Work without adjustment of the Contract Price: (a) Temporary Fire Department plan check and permits for temporary material handling, storage and/or dispensing facilities for fuel, oil, liquid or gases; (b) industrial waste and AQMD permits relating to temporary facilities used in connection with any portion of the Work; (c) local business license; (d) traffic control, OSHA and offsite improvement permits; and (e) sewer, water, storm drain, gas tie plan check permits; (f) fees related to temporary water and erosion control.

4.6.2. Compliance With Laws. The Contractor shall comply with and give notices required by the Laws and other orders of public authorities bearing on performance of the Work. All Work completed by the Contractor shall be in compliance with the Laws.

4.6.3. Notice of Variation From Laws. If the Contractor knows, or has reason to believe, that any portion of the Contract Documents are at variance with applicable Laws, the Contractor shall promptly notify the Architect, Construction Manager and the Project Inspector, in writing, of the same. If the Contractor performs Work knowing, or with reasonable diligence should have known, it to be contrary to the Laws without such notice to the Architect, Construction Manager and the Project Inspector, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs arising or associated therefrom, including without limitation, the removal, replacement or correction of the same.

4.6.4. DIR Registration. At all times during the Work, the Contractor shall be a DIR registered contractor. Performance of any Work by the Contractor without the Contractor being a DIR registered contractor at the time Work is performed is the Contractor's default in performance of a material obligation of the Contractor under the Contract Documents.

4.7. Submittals. Submittals are not part of the Contract Documents. Submittals shall demonstrate, for those portions of the Work for which Submittals are required, the manner in which the Contractor proposes to furnish, install or incorporate such Work in conformity with the information given and the design concept expressed in the Contract Documents.

- 4.7.1. **Contractor’s Submittals.**
 - 4.7.1.1. **Prompt Submittals.** All Submittals required by the Contract Documents shall be prepared, assembled and submitted by the Contractor to the Architect in a timely manner or within the time indicated in the Submittal Schedule incorporated into the Accepted Construction Schedule.
 - 4.7.1.2. **Contractor Approval of Subcontractor Submittals.** All Submittals prepared by Subcontractors or Material Suppliers shall bear the written approval of the Contractor prior to submission to the Architect for review, with the approval indicating that the Contractor has verified materials, field measurements, field construction criteria, catalog numbers and similar data related thereto and has verified that the information contained within such Submittals conform to the requirements the Contract Documents. Any Submittal submitted without the Contractor’s written approval will be returned to the Contractor for re-submittal in conformity herewith, with the same being deemed to not have been submitted. Submittals shall be numbered consecutively and include the following: (i) date of submission; (ii) project name; (iii) name of submitting Subcontractor; and (iv) if applicable, the revision number. The foregoing information is in addition to, and not in lieu of, any other information required for the Architect’s review of Submittals.
 - 4.7.1.3. **Contractor Responsibility for Deviations.** The Contractor is not relieved of responsibility for correcting deviations from the Contract Documents by the Architect’s review of Submittals unless the Contractor specifically informs the Architect in writing of such deviation at the time of submission of the Submittal and the Architect accepts the specific deviation.
 - 4.7.1.4. **No Performance of Work Without Architect Review.** The Contractor shall perform no portion of the Work requiring the Architect’s review of Submittals until the Architect has completed its review and accepted the Submittal. The Contractor shall not perform any portion of the Work affected by a related Submittal until the related Submittal is reviewed and accepted by the Architect.
- 4.7.2. **Architect Review of Submittals.** If the Architect returns a Submittal as rejected or requiring correction(s) with re-submission, the Contractor shall promptly resubmit a Submittal conforming to the requirements of the Contract Documents; the resubmitted Submittal shall indicate the portions thereof modified in accordance with the Architect’s direction. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect may rely on the accuracy and completeness of such calculations and certifications accompanying Submittals. The following notations or notations of a similar nature noted on a reviewed Submittal will require the Contractor action noted below.

Submittal Notation	Required Contractor Action
No Exceptions Taken	No formal revision required
Make Corrections Noted	Make revision noted; re-submission of revised Submittal not required.
Revise and Re-Submit	Revise Submittal in accordance with notations and re-submit for review.
Rejected Re-Submit	Prepare new alternative Submittal and re-submit for review.

4.7.3. Deferred Approval Items. If any portion of the Work is designated in the Contract Documents as a “Deferred Approval” item, Contractor is responsible for preparing Submittals for Deferred Approval Items. Where required by the Laws or the nature of a Deferred Approval, the Deferred Approval Design shall be completed and stamped by a California licensed architect or California registered engineer. The Deferred Approval Design shall: (i) incorporate all requirements of the Deferred Approval as set forth in the Contract Documents; (ii) be coordinated with other portions of the Work; (iii) be completed in a timely manner so as not to delay, disrupt or interfere with completion of the Work within the Contract Time; and (iv) be completed in accordance with the applicable professional standard of care. The Contractor shall submit each completed Deferred Approval Design to the Architect for review and acceptance. Upon the Architect’s acceptance of a Deferred Approval Design, the Contractor shall be responsible for: (i) submittal of the Deferred Approval Design to DSA for review and approval; (ii) modifications to the Deferred Approval Design as necessary to obtain DSA approval; and (iii) payment of fees or charges imposed by DSA for review and approval of a Deferred Approval Design without adjustment of the Contract Price. Notwithstanding review and acceptance of a Deferred Approval Design by the Architect or DSA issuance of approval to construct pursuant to the Contractor’s Deferred Approval Design, the Contractor remains liable to the District for all losses, damages, costs, or other consequences of the failure of any Contractor’s Deferred Approval Design to: (i) conform to the applicable design professional standard of care; (ii) conform to design intent and/or aesthetic requirements established in the Contract Documents; or (iii) perform and function in accordance with requirements established in the Contract Documents.

4.8. Materials and Equipment.

4.8.1. Approval of Substitutions or Alternatives. The Contractor may propose alternatives or substitutes for items specified in the Contract Documents (“Alternative Products”), provided that: (i) the Alternative Products comply with the requirements of the specified item; (ii) the Contractor certifies that the quality, performance capability and functionality (including aesthetics) of the Alternative Products meet or exceed the quality, performance capability and functionality of the specified item; and (iii) use of the Alternative Product will not delay completion of the Work or increase the Contract Price. The Contractor shall submit engineering, construction, dimension, visual, aesthetic and performance data (“Substantiating Data”) to the Architect to permit evaluation of the Alternative Products. The Contractor shall not furnish or install any Alternative Products without the Architect’s acceptance of the Alternative Products. The Architect’s decision evaluating the Contractor’s proposed Alternative Products shall be final. Neither the Contract Time nor the Contract Price shall be increased on account of any Alternative Products accepted by the Architect. The Contract Price shall be reduced by the actual cost savings realized by the Contractor’s furnishing and/or installation of accepted Alternative Products. The Contractor is solely responsible for all costs and fees incurred by the District to review proposed Alternative Products, including without limitation fees of the Architect, design consultants to the Architect and/or governmental agencies to review and/or approve any proposed substitution or alternative. All requests for the Architect’s review and approval of any Alternative Products and all Substantiating Data shall be submitted by Contractor not later than thirty-five (35) days following the date of the District’s award of the Contract to Contractor; any request for approval of Alternative Products submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed Alternative Products regardless of whether the Alternative Products are furnished or installed

by the Contractor, a Subcontractor or Material Supplier.

- 4.8.2. District Standard Products; "Sole Source" Products. If any material, equipment, product or other item ("Product") is designated in the Contract Documents as a "District Standard" or by similar words/terms, the District is deemed to have made a finding that such Product is designated and specified to match other Products in use in a completed or to be completed work of improvement and not subject to Alternative Products.
- 4.8.3. Placement of Material and Equipment Orders. The Contractor and Subcontractors shall promptly place all orders for materials and/or equipment for completion of the Work so that delivery of the same shall be made without delay or interruption to the Work. When requested by or on behalf of the District, the Contractor shall furnish written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, including without limitation, orders for materials and/or equipment to be provided, furnished or installed by any Subcontractor.
- 4.8.4. District's Right to Place Orders for Materials and/or Equipment. If the District determines, in its sole discretion, that orders for materials and/or equipment have not been placed in a manner so Substantial Completion is achieved within the Contract Time, the District shall have the right, but not the obligation, to place such orders on behalf of the Contractor. The Contractor shall reimburse the District for all costs and fees incurred by the District in placing such orders.

4.9. Safety; Security.

- 4.9.1. Safety. The Contractor is solely responsible for initiating, maintaining and supervising all safety programs required by the Laws or by the type or nature of the Work and for initiating and maintaining reasonable safety precautions to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site or in transit; and (iii) other property or items 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. The foregoing includes, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities. The Contractor shall implement and enforce personal safety measures required by the Laws for personnel at the Site. The Contract Price and the Contract Time are not subject to adjustment for the Contractor's compliance with personal and site safety requirements required by the Laws, unless personal or site safety requirements are amended during performance of the Work. In such event, the Contract Price may be adjusted for actual direct costs of materials or equipment required to comply with such amended personal or site safety requirements; no adjustment of the Contract Price shall be allowed for any impacts or consequences of any such amended personal or site safety requirements, including without limitation loss of productivity, loss of efficiency, hindrances or delays in completing the Work. If amended personal or site safety requirements directly affect Work on the critical path of the Updated Construction Schedule as of the effective date of any amended personal or site safety requirements, the Contract Time shall be equitably adjusted, provided that any such adjustment of the Contract Time shall not result in adjustment of the Contract Price. Duties of the Contractor's Superintendent include prevention of accidents and the implementation of safety precautions and programs. In an

emergency, the Contractor shall take necessary action to prevent or mitigate threatened damage, injury or loss.

- 4.9.2. Security. The Contractor is responsible for securing the Site and Work in place or in progress (including materials/equipment/tools situated at the Site) to prevent theft, loss or damage. The District and employees, officers, agents or representatives of the District are not liable to the Contractor, Subcontractors or their respective personnel for the loss, theft, damage or destruction of materials, equipment, tools and other personal property items, whether or not such personal property is used to complete the Work or is incorporated into the Work. The risk of such loss, theft, damage or destruction is solely that of the Contractor or Subcontractors.

- 4.10. Hazardous Materials; Prohibition on Use of Asbestos Construction Building Materials ("ACBMs"). If the Contractor or any Subcontractor uses, at the Site, or incorporates into the Work, any material or substance deemed to be hazardous or toxic under the Laws (collectively "Hazardous Materials"), the Contractor shall comply with the Laws relating to the use, storage or disposal thereof. It is the intent of the District that ACBMs not be used or incorporated into any portion of the Work. If any product or material forming a part of the Work or incorporated into the Work is found to contain ACBMs, the Contractor shall at its sole cost and expense: (i) remove such product or material in accordance with the Laws; (ii) replace such product or material with non-ACBM products or materials; and (iii) return the affected portion(s) of the Work to the finish condition depicted in the Contract Documents relating to such portion(s) of the Work. The foregoing obligations shall survive the termination of the Contract, the warranty period provided under the Contract Documents, completion of the Work or the District's acceptance of the Work. If the Contractor fails or refuses, for any reason, to commence the removal and replacement of any material or product containing ACBMs forming a part of, or incorporated into the Work, within ten (10) days of the date of the District's written notice to the Contractor, the District may thereafter proceed to cause the removal and replacement of such materials or products; all costs, expenses and fees, including without limitation fees and costs of consultants and attorneys, shall be the joint and several responsibility of the Contractor and the Surety.
- 4.11. Maintenance of Record Drawings. During the Work, the Contractor shall continuously maintain Record Drawings consisting of a set of the Drawings marked to indicate all field changes to adapt the Work depicted in the Drawings to field conditions, Change Orders and all concealed or buried installations, including without limitation, piping, conduit and utility services. Record Drawings relating to the Structural, Mechanical, Electrical and Plumbing portions of the Work shall indicate without limitation, circuiting, wiring sizes, equipment/member sizing and shall depict the entirety of the as built conditions of such portions of the Work. If the District reasonably determines that the Contractor has not been, or is not, continuously maintaining the Record Drawings pursuant to the foregoing, the District may take appropriate action to cause the continuous maintenance of complete and accurate Record Drawings, at the Contractor's expense. Prior to receipt of the Final Payment, Contractor shall deliver the Record Drawings to the Architect.
- 4.12. Use of Site. The Contractor shall confine operations at the Site to areas permitted the Laws and the Contract Documents and shall not unreasonably encumber the Site or adjoining areas with materials or equipment. The Contractor is solely responsible for providing security at the Site with all such costs included in the Contract Price. Except in an emergency, no construction activities shall be permitted at or about the Site except during the hours and days set forth in the Special Conditions; Work performed at hours or on days not noted in the Special Conditions will not result in adjustment of the Contract Time or the Contract Price.

- 4.13. Access to the Work. The Contractor shall provide DSA, District, Construction Manager, the Project Inspector and Architect with access to the Work, whether in place, preparation and progress and wherever located.
- 4.14. Patents and Royalties. The Contractor and the Surety shall defend, indemnify and hold harmless the District and its agents, employees and officers from any claim, demand or legal proceeding arising out of or pertaining, in any manner, to any actual or claimed infringement of patent rights in connection with performance of the Work under the Contract Documents.
- 4.15. Wage Rates; Employment of Labor.
- 4.15.1. Payment of Prevailing Rates. There shall be paid each worker of the Contractor and Subcontractors engaged in the Work, not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such worker. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations will monitor and enforce the obligation of the Contractor and Subcontractors to pay laborers at least the Prevailing Wage Rate established for the classification of work/labor performed.
- 4.15.2. Prevailing Rate Penalty. If a worker of the Contractor or a Subcontractor is paid less than the prevailing wage rate for the work or craft provided by the worker, the Contractor and/or Subcontractor shall be subject all penalties and assessments established by the Laws.
- 4.15.3. Certified Payroll Records. The Contractor and all Subcontractors shall prepare and submit Certified Payroll Records to the Labor Commissioner in compliance with requirements established in Labor Code §1771.4. The form and content of Certified Payroll Records shall be as established by the Labor Commissioner and the frequency of Certified Payroll Records submittal to the Labor Commissioner shall be pursuant to Labor Code §1771.4. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each person employed for the Work. The payroll records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor in accordance with the Laws. If the Contractor and/or Subcontractor fail or refuse to produce payroll records as required by the Laws, the Contractor and/or Subcontractor shall be subject to all penalties and assessments under the Laws as a result of such failure or refusal.
- 4.15.4. Hours of Work. The Contractor and Subcontractors shall limit the hours of work by their respective workers to those permitted by the Laws. Hours of work exceeding those permitted by the Laws shall be subject to additional premium wage payments as required by the Laws. Failure of the Contractor or Subcontractors to comply with the foregoing will subject the Contractor and/or Subcontractor to all penalties and assessments under the Laws.
- 4.16. Apprentices. Apprentices for the Work shall be in strict conformity with the Laws, including without limitation, Labor Code §§1777.5 through 1777.7, the provisions of which are incorporated herein by this reference. The responsibility for compliance with apprenticeship requirements is solely and exclusively that of the Contractor. If the Contractor willfully fails to comply with these provisions and California Labor Code §1777.5, pursuant to California Labor Code §1777.7, the Contractor shall be subject to all penalties and assessments established by the Laws.

- 4.17. Employment of Independent Contractors. Pursuant to California Labor Code §1021.5, Contractor shall not willingly and knowingly enter into any agreement with any person, as an independent contractor, to provide services for the Work where the services provided or to be provided requires the person to hold a valid California Contractors' license and such person does not meet the burden of proof of his/her independent contractor status pursuant to California Labor Code §2750.5. Employment of any person in violation of the foregoing, will subject the Contractor to the civil penalties under California Labor Code §1021.5 and any other penalty provided by the Laws. All Subcontractors shall comply with the foregoing.
- 4.18. Assignment of Antitrust Claims. The Contractor and all Subcontractors assign to the District all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act, (15 U.S.C. §15) or under the Cartwright Act (California Business and Professions Code §§16700 et seq.) pursuant to California Government Code §4551. This assignment shall be made and become effective at the time the District tenders Final Payment to the Contractor, without further acknowledgment by the parties.
- 4.19. DSA Construction Oversight. All of the Work is subject to DSA Construction Oversight processes and procedures; a material obligation of the Contractor hereunder is the Contractor's compliance with the processes and procedures established by DSA for the Work. As applicable, the foregoing shall include without limitation, the processes and procedures established under DSA PR 13-01 in effect at the time of performing the Work hereunder. The foregoing shall include:
- 4.19.1. DSA Approved Documents. The Contractor shall carefully study the DSA approved documents and shall plan a schedule of operations well ahead of time.
- 4.19.2. Correction of Non-Conforming Work. If at any time it is discovered that Work is not in accordance with the DSA approved construction documents, the Contractor shall correct the Work immediately.
- 4.19.3. Verification of DSA 152 Forms. The Contractor shall verify that DSA 152 forms were issued for prior to the commencement of construction.
- 4.19.4. Test/Inspection Communications. The Contractor shall meet with the Architect, Construction Manager, the Laboratory of Record retained by the District for special tests/inspections and the Project Inspector to mutually communicate and understand the testing and inspection program, and the methods of communication appropriate for the Work.
- 4.19.5. DSA Form 156 Notifications to Project Inspector. The Contractor shall notify the Project Inspector, in writing, of the commencement of construction of each and every aspect of the Work at least 48 hours in advance by submitting Commencement/Completion of Work Notification (form DSA 156), or other agreed upon written documents, to the Project Inspector. The Contractor shall notify the Project Inspector of the completion of construction of each and every aspect of the Work by submitting form DSA 156 (or other agreed upon written documents) to the Project Inspector.
- 4.19.6. Limitations on Contractor Work. Until the Project Inspector has signed off applicable blocks and sections of the form DSA 152, the Contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved Work. Any subsequent construction activities, that cover up the unapproved Work, will be subject to a "Stop Work Order" from DSA or the District, and are subject to removal and remediation if found to be in non-compliance with the DSA approved construction documents.

- 4.19.7. Final Verified Report. The Contractor shall submit the final Contractor Verified Report. (form DSA 6-C) to DSA and the Project Inspector. The DSA 6-C reports are required to be submitted by the Contractor upon occurrence of any of the following events: (i) the Work is substantially complete (DSA considers the Work to be complete when the construction is sufficiently complete in accordance with the DSA approved construction documents so that the owner can occupy or utilize the Work); (ii) Work is suspended for a period of more than one (1) month; (iii) services of the Contractor are terminated for any reason prior to the completion of the Work; or (iv) DSA requests a verified report.
- 4.19.8. Failure to Submit Final Verified Report. Should Contractor fail or refuse to submit the final Contractor Verified Report (form DSA 6-C) to DSA and the Project Inspector, the Final Payment due the Contractor shall be reduced by Twenty-Five Thousand Dollars (\$25,000.00) until such time as the Contractor submits the final Contractor Verified Report (form DSA 6-C) to DSA and the Project Inspector.

4.20. DSA Verified Reports.

- 4.20.1.1. Contractor Actions. The Contractor acknowledges and agrees that a material obligation of the Contractor under the Contract Documents is the completion by the Contractor of all actions and activities which by the Contract Documents or by the Laws are the responsibility of the Contractor relating to DSA reporting requirements pursuant to Education Code §81141 (including amendments thereto) and issuance of DSA's Certificate of Compliance for the Project pursuant to Education Code §81147 (including amendments thereto) upon completion of the Work. The foregoing shall include without limitation, the timely preparation, completion and filing of Verified Reports during Project construction and the filing of the Final Verified Report with DSA within thirty (30) days of the determination of Final Completion. The Contractor shall provide the District, the Project Inspector, Architect, Construction Manager with copies of all Verified Reports completed by the Contractor and submitted to DSA; such copies shall be provided to the Project Inspector, Architect, the Construction Manager and the District concurrently with the Contractor's submission thereof to DSA.
- 4.20.1.2. District Withholdings From Final Payment. Notwithstanding any provision of the Contract Documents to the contrary, the completion and filing of the Final Verified Report with DSA by the Contractor is an express condition precedent to the District's disbursement of the Final Payment. If the Contractor fails to prepare and file the Final Verified Report with DSA within thirty (30) days of the determination of Final Completion, the District may in the sole and exclusive discretion of the District retain and withhold ten percent (10%) of the Final Payment from disbursement to the Contractor as damages for the failure of the Contractor to have timely and completely discharged its obligations hereunder. The Contractor acknowledges and agrees that the foregoing withholdings by the District is a reasonable estimate of the damages and other losses the District will sustain due to the failure of the Contractor to have timely and fully discharged its obligations hereunder.

5. Subcontractors.

- 5.1. Subcontracts. Work performed by Subcontractors shall be pursuant to a written agreement between the Contractor and each Subcontractor which specifically incorporates by reference the Contract Documents and which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents, including without limitation, the policies of insurance required under Article 6 of these General Conditions and obligates the

Subcontractor to assume toward the Contractor and Architect all the obligations and responsibilities of the Contractor which the Contractor assumes toward the District and the Architect. No contractual relationship shall exist, or deemed to exist, between any Subcontractor and the District, unless the Contract is terminated and District, in writing, elects to assume the Subcontract. Each Subcontract shall provide that such Subcontract may be assigned to the District if the Contract is terminated by the District pursuant to these General Conditions, subject to the prior rights, if any, of the Surety.

5.2. Subcontractor DIR Contractor Registration.

- 5.2.1. No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor unless the Subcontractor is a DIR Registered contractor. The foregoing DIR contractor registration requirement is applicable for all Subcontractors, including without limitation, lower tier Subcontractors and Subcontractors who are not identified in the Contractor's Subcontractors List.
- 5.2.2. Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors are at all times during performance of the Work in full and strict compliance with DIR contractor registration requirements. The Contractor shall not permit or allow any Subcontractor to perform any Work without the Contractor's verification that the Subcontractor is in full and strict compliance with DIR contractor registration requirements.
- 5.2.3. Contractor Obligation to Request Substitution of Listed Subcontractor Who Is Not DIR Registered Contractor. If any Subcontractor identified in the Contractor's Subcontractors List submitted with the Contractor's proposal for the Work is not a DIR registered contractor at the time of opening of proposals for the Work or if a Subcontractor's DIR contractor registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the District's consent to substitute the Subcontractor who is not a DIR registered contractor pursuant to Labor Code §1771.1(c)(3) and/or Labor Code §1771.1(d).

5.3. Substitution of Listed Subcontractor.

- 5.3.1. Substitution Process. Any request of the Contractor to substitute a listed Subcontractor must be in strict conformity with this Article 5.2 and California Public Contract Code §4107. All costs, fees or expenses incurred by the District, including, those of the Project Inspector, Architect and/or Construction Manager or attorneys in review, evaluation or hearing relating to a request to substitute a listed Subcontractor shall be borne by the Contractor.
- 5.3.2. Responsibilities of Contractor Upon Substitution of Subcontractor. The District's consent to Contractor's substitution of a listed Subcontractor shall not result in any increase of the Contract Price or the Contract Time.

- 5.4. Subcontractors' Work. Whenever the Work of a Subcontractor is dependent upon the Work of the Contractor or another Subcontractor, the Contractor shall require the Subcontractor to: (i) coordinate its Work with the dependent Work; (ii) provide necessary dependent data and requirements; (iii) supply and/or install items to be built into the dependent Work of others; (iv) make appropriate provisions for dependent Work of others; (v) carefully examine and understand the portions of the Contract Documents (including Drawings, Specifications and Field Clarifications) and Submittals relating to the dependent Work; and (vi) examine the

existing dependent Work and verify that the dependent Work is in proper condition for the Subcontractor's Work.

6. Insurance; Bonds; Indemnification

- 6.1. Owner Controlled Insurance Program ("OCIP"). The District has elected, at its sole discretion, to implement an Owner Controlled Insurance Program ("OCIP"). The District will provide the OCIP requirements for enrollment in the OCIP, OCIP forms, OCIP coverages and other OCIP requirements are set forth in the OCIP Program description incorporated as Attachment G to the Special Conditions.
- 6.2. Contractor OCIP Obligations.
 - 6.2.1. Compliance With OCIP Requirements. Contractor agrees to comply with any and all terms and conditions of the policies of insurance provided by the District and to comply with any and all claims handling procedures, loss prevention programs and other programs required by or related to the District's OCIP as set forth herein. Contractor shall require Subcontractors and Sub-Subcontractor and all others covered by the District's OCIP insurance policies to so comply.
 - 6.2.2. Contractor Furnishing of Information. Contractor, its Subcontractor and Sub-Subcontractors shall furnish to the District, the Architect, the OCIP Administrator, its designees or the insurers under the OCIP policies, all information and documentation that such entity may require from time to time in connection with the issuance of policies under this Contract or the administration of the OCIP in such form and substance as such entity may prescribe and promptly comply with the recommendations of the OCIP insurers.
 - 6.2.3. No Violation of OCIP Insurance Policy Conditions. Contractor shall not violate, or knowingly permit to be violated; any conditions of the policies of insurance provided by the District hereunder and shall at all times satisfy the requirements of the insurers issuing them. Contractor shall assure that all OCIP requirements imposed upon, assumed and performed by each Subcontractor and Sub-Subcontractor.
 - 6.2.4. District Rights. If the Contractor, Subcontractors, Sub-Subcontractors, or Excluded Parties should fail to comply with the Non-OCIP Insurance requirements, the District may withhold payment due to the Contractor or suspend the Work at the Contractors' sole expense and without adjustment of the Contract Price or Contract Time until such time as the Contractor, its Subcontractor, Sub-Subcontractors, and/or Excluded Parties have performed such obligations to the reasonable satisfaction of the District.
 - 6.2.5. Withholding of Progress Payments/Final Payment. In addition to the rights of the District to withhold all or portions of Progress Payments or the Final Payment set forth elsewhere in the Contract Documents, the District may withhold Progress Payments or the Final Payment for the failure or refusal of the Contractor to comply with OCIP requirements, including without limitation, the reporting requirements set forth in the OCIP Program description or the OCIP insurance policies. Amounts withheld by the District pursuant to the preceding will be released only after the Contractor and/or Subcontractors' compliance with OCIP requirements, less costs and expenses incurred by the District in securing such compliance.
- 6.3. Contractor/Subcontractor Provided Insurance Requirements. The Contractor and Subcontractors shall obtain and maintain for the duration of the Work each of the Contractor/Subcontractor Provided insurance policies as set forth in the OCIP Program

description.

- 6.4. Payment Bond; Performance Bond. Prior to commencing the Work, the Contractor shall obtain and deliver to the District a Performance Bond and a Labor and Material Payment Bond each in a penal sum equal to one hundred percent (100%) of the Contract Price and in the form and content set forth in the Contract Documents. The Surety issuing bonds shall be an Admitted Surety Insurer as defined in California Code of Civil Procedure §995.120 and A.M. Best rated at least A-/VII. Obligations of the Surety under the Performance Bond include without limitation, the Contractor's post-construction obligations, including timely and complete performance of warranty/guarantee obligations.
- 6.5. Contractor Indemnity. To the maximum extent possible permitted by the Laws, Contractor shall indemnify, defend and hold harmless the Indemnified Parties who are: (i) the District, its Board of Trustees and each individual member thereof, and the officers, employees, agents and representatives of the District; (ii) the Architect and its consultants for the Work and their respective agents and employees; (iii) the Project Inspector; and (iv) the Construction Manager and its agents and employees. The Contractor shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all damages, losses, claims, demands or liabilities whether for damages, losses or other relief, including, without limitation attorneys' fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the acts, omissions or other conduct of the Contractor, Subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; (iii) theft, loss or destruction of property; (iv) Stop Payment Notice claims asserted in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, the negligent, grossly negligent or willful acts, omissions or other conduct of Contractor, any Subcontractor, or any other person or entity employed directly or indirectly by Contractor or a Subcontractor in connection with the Work and their respective agents, representatives, officers or employees. If any action or proceeding is commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and any of the Indemnified Parties are a party thereto, the Contractor shall, at its sole cost and expense, defend the Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the named Indemnified Parties. If there is any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, the Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract, until barred by the applicable Statute of Limitations.

7. Contract Time

- 7.1. Substantial Completion of the Work Within Contract Time. The Contract Time is the period of time, including authorized adjustments thereto, for achieving Substantial Completion of the Work. The date for commencement of the Work is the date established in the Notice to Proceed issued by the District pursuant to the Agreement, which shall not be postponed by the failure to act of the Contractor or of persons or entities for which the Contractor is responsible. The date of Substantial Completion is the date certified by the Architect, Construction Manager and Project Inspector.
- 7.2. Progress and Completion of the Work.
- 7.2.1. Time of Essence. Time limits stated in the Contract Documents are of the essence. The Contractor shall employ and supply a sufficient force of workers, material and

equipment, and prosecute the Work with diligence so as to maintain progress, to prevent Work stoppage and to achieve Substantial Completion of the Work within the Contract Time.

- 7.2.2. Substantial Completion. Substantial Completion is when the Work is complete in accordance with the Contract Documents so the District can occupy or use the Work for its intended purpose. Substantial Completion shall be determined by the Architect, Construction Manager and Project Inspector upon request by the Contractor. The good faith and reasonable determination of Substantial Completion by the Project Inspector, Construction Manager and the Architect shall be controlling and final.
- 7.2.3. Correction or Completion of the Work After Substantial Completion.
- 7.2.3.1. Punchlist. Upon achieving Substantial Completion of the Work, the District, The Project Inspector, Construction Manager, Architect and Contractor shall jointly inspect the Work and prepare a comprehensive list of items of the Work to be corrected or completed by the Contractor (“the Punchlist”). The exclusion of an item on the Punchlist shall not limit the Contractor’s obligation to complete or correct any portion of the Work in accordance with the Contract Documents.
- 7.2.3.2. Time for Completing Punchlist Items. The Construction Manager, Contractor and Architect shall, establish a reasonable time for Contractor’s completion of the Punchlist. If mutual agreement is not reached, the Architect shall determine such time, which is final and binding upon the District and Contractor so long as the Architect’s determination is made in good faith. The Contractor shall promptly and diligently complete all Punchlist items within the time established. If the Contractor fails to complete the Punchlist within the time established, the Contractor shall be subject to assessment of Liquidated Damages and the District may in its sole and exclusive discretion, without further notice to Contractor, elect to cause the completion of all remaining Punchlist items provided, however, that such election by the District is in addition to and not in lieu of any other right or remedy of the District under the Contract Documents or the Laws, including assessment of Liquidated Damages. If the District elects to complete Punchlist items of the Work, pursuant to the foregoing, the Contractor shall be responsible for all costs incurred by the District in connection herewith. If these costs exceed the remaining Contract Price due to the Contractor, the Contractor and the Performance Bond Surety are jointly and severally liable to District for any such excess costs.
- 7.2.3.3. Final Completion. Final Completion is when all Work has been completed in accordance with the Contract Documents, including without limitation, completion of the Punchlist, the Contractor’s close-out responsibilities under the Contract Documents have been fully performed. Final Completion shall be determined by the Architect, Construction Manager and Project Inspector upon request of the Contractor. The good faith and reasonable determination of Final Completion by the Project Inspector, Construction Manager and Architect shall be controlling and final.
- 7.2.3.4. Contractor Responsibility for Multiple Inspections. If the Contractor requests determination of Substantial Completion or Final Completion and the Project Inspector, Construction Manager or Architect determine that the Work does not then justify certification of Substantial Completion or Final Completion and re-inspection is required at a subsequent time to make such determination, the Contractor shall be responsible for all costs of such re-inspection, including without limitation, the fees of the Architect, Construction Manager and Project Inspector.

7.2.4. Final Acceptance. Final Acceptance of the Work shall occur upon acceptance of the Work by the District's Board of Trustees; such acceptance shall be submitted for consideration at a regularly scheduled meeting of the District's Board of Trustees after the determination of Final Completion. The commencement of any warranty or guarantee period under the Contract Documents the date of Final Acceptance.

7.3. Construction Schedule.

7.3.1. Submittal of Preliminary Construction Schedule. Within five (5) days following execution of the Agreement, the Contractor shall prepare and submit to the District, Construction Manager and Architect a Preliminary Construction Schedule indicating, in graphic form, the estimated rate of progress and sequence of all Work required under the Contract Documents. As required by the District or Construction Manager, the Construction Schedules shall; (i) be prepared with a commercially available computer software program in a critical path format; (ii) indicate the date(s) for commencement and completion of various portions of the Work including without limitation, procurement, fabrication and delivery of major items, materials or equipment; (iii) identify each Submittal required by the Contract Documents, the date for the Contractor's submission of each Submittal and the date for the return of the reviewed Submittal to the Contractor. Any "float" time (the time between earliest finish date and the latest finish date of an activity shown on the Construction Schedule) incorporated into the Construction Schedules is jointly owned by the District and the Contractor.

7.3.2. Review of Preliminary Construction Schedule. The District and Construction Manager will review the Preliminary Construction Schedule for conformity with the requirements of the Contract Documents. Comments of the District will be returned to the Contractor with the reviewed Preliminary Construction Schedule.

7.3.3. Accepted Construction Schedule. Within ten (10) days of the District's return of the Preliminary Construction Schedule to the Contractor, the Contractor shall prepare and submit to the District and Construction Manager a revised Construction Schedule incorporating therein the comments to the Preliminary Construction Schedule and submit the same to the District and the Construction Manager for review and acceptance. The review and revision of the Preliminary Construction Schedule shall continue until the District has accepted the entirety of the Construction Schedule, referred to herein as the "Accepted Construction Schedule."

7.3.4. Revisions to Accepted Construction Schedule. If the progress of the Work or the sequencing of the activities of the Work materially differs from that indicated in the Accepted Construction Schedule, as determined by the District in its reasonable discretion and judgment, the District may direct the Contractor to revise the Accepted Construction Schedule; within fifteen (15) days of the District's direction, the Contractor shall prepare and submit to the District and Construction Manager a revised Accepted Construction Schedule for review and acceptance by the District. If a Revised Accepted Construction Schedule is accepted by the District, the Contractor's performance of Work shall conform to such Revised Accepted Construction Schedule.

7.3.5. Updates to Accepted Construction Schedule. The Contractor shall update the Accepted Construction Schedule on a monthly basis, or more frequently as required by the conditions or progress of the Work, or as requested by the District. On or before the fifth (5th) day of each month, the Contractor shall deliver to the District and Construction Manager an updated Accepted Construction Schedule indicating progress achieved and activities commenced or completed in the prior updated

Accepted Construction Schedule. If requested by the District, the Contractor shall also submit, with its updated Accepted Construction Schedules a narrative statement describing current and anticipated problem areas of the Work, delaying factors and their impact, and an explanation of corrective action taken or proposed by the Contractor. If the progress of the Work is behind that indicated in the Accepted Construction Schedule, the Contractor's narrative statement shall indicate what measures will be taken to place the Work back on schedule. The Contractor's preparation and submittal of the narrative described above is a material obligation of the Contractor.

7.3.6. Contractor Responsibility for Construction Schedule. The Contractor is responsible for preparation, submittal and maintenance of the Construction Schedules required by the Contract Documents. Failure of the Contractor to do so is the Contractor's default in the performance of a material obligation of the Contractor under Contract Documents. All costs or expenses incurred relating to Construction Schedules shall be solely that of the Contractor without adjustment of the Contract Price.

7.4. Adjustment of Contract Time. If Substantial Completion is delayed, adjustment, if any, to the Contract Time on account of such delay shall be in accordance with this Article 7.4.

7.4.1. Force Majeure and Excusable Delays. Excusable Delays are delays caused by Force Majeure events which are unforeseeable and unavoidable casualties or other unforeseen causes, circumstances or events beyond the control, and without fault or neglect, of the Contractor or the District. Force Majeure events include without limitation, unanticipated and unusual and unanticipated transportation delays, unanticipated unusually severe weather conditions, acts of God, public health crisis (including without limitation, epidemics and pandemics), acts of a public enemy, war/insurrection, earthquakes and floods. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an Excusable Delay occurs, the Contract Time shall be subject to adjustment only if the Contractor notifies the District in writing within ten (10) days of an Excusable Delay event and the Contractor establishes that the event(s) forming the basis for Contractor's request to adjust the Contract Time are: (i) outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) directly and adversely impacted the completion of the Work. Excusable Delays shall not result in adjustment of the Contract Price; the sole and exclusive remedy for an Excusable Delay is adjustment of the Contract Time. If the Special Conditions set forth a number of "Rain Days" to be anticipated during performance of the Work, the Contract Time shall not be adjusted for rain-related unusually severe weather conditions until the actual number of Rain Days during performance of the Work exceeds those noted in the Special Conditions and such additional Rain Days shall have directly and adversely impacted the progress of the Work on the critical path of the then current Accepted Construction Schedule relative to the date(s) of such additional Rain Days.

7.4.2. Compensable Delays. If Substantial Completion of the Work is delayed by the acts or omissions of the District, the Construction Manager, the Architect, or separate contractor employed by the District (collectively "Compensable Delays"), upon Contractor's request and notice, in strict conformity with Articles 7 and 9 of these General Conditions, the Contract Time will be adjusted for such reasonable period of time as determined by the Construction Manager and District. Pursuant to California Public Contract Code §7102, if the Contractor's progress is delayed by

any of the events described in the preceding sentence, Contractor shall not be precluded from the recovery of damages directly and proximately resulting therefrom, provided that the District is liable for the delay, the delay is unreasonable under the circumstances involved and the delay was not within the reasonable contemplation of the District and the Contractor at the time of execution of the Agreement. In such event, Contractor's damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials, equipment or Construction Equipment directly resulting from such delay, and shall exclude indirect or other consequential damages. Except as expressly provided for herein, Contractor shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Adjustments to the Contract Price and the Contract Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the Contract Documents.

7.4.3. Inexcusable Delays. Inexcusable Delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in Articles 7.4.1 and 7.4.2 above. Neither the Contract Price nor the Contract Time shall be adjusted on account of Inexcusable Delays.

7.5. Liquidated Damages. If the Contractor fails to: (i) submit Submittals in accordance with the Accepted Construction Schedule or in a timely manner; (ii) achieve Substantial Completion of the Work within the Contract Time, (subject to adjustments authorized under the Contract Documents); or (iii) complete Punchlist items within the time established, the Contractor shall be liable to the District for per diem Liquidated Damages set forth in the Special Conditions, not as a penalty but as Liquidated Damages which are agreed upon because of the difficulty of fixing the District's actual damages. The Contractor and the District agree that said amounts are reasonable estimates of the District's damages in such event, and that such amounts do not constitute a penalty. The Contractor and the Surety shall be jointly and severally liable to the District for any Liquidated Damages liability of the Contractor exceeding the Contract Price then held or retained by the District. The Contractor and the District acknowledge and agree that the provisions of this Article 7.5 are reasonable under the circumstances existing at the time of the Contractor's execution of the Agreement.

8. Contract Price

8.1. Cost Breakdown of Contract Price. Within fifteen (15) days of the execution of the Agreement by Contractor, Contractor shall furnish, on forms provided by the District, a detailed estimate and complete Cost Breakdown of the Contract Price. The Cost Breakdown shall be subject to the District's review and acceptance of the content thereof. If the District objects to any portion of the Cost Breakdown, within five (5) days of the Contractor's receipt of the District's written objection(s), Contractor shall submit a revised Cost Breakdown to the District for review and acceptance. The foregoing procedure shall continue until the District has accepted of the entirety of the Cost Breakdown. The Cost Breakdown accepted by the District shall not be modified by the Contractor without the prior consent of the District, which may be granted, conditioned or denied in the sole discretion of the District.

8.2. Progress Payments.

8.2.1. Applications for Progress Payments ("Payment Applications"). During performance of the Work, the Contractor shall submit monthly Payment Applications, on the first (1st) working day of each month, to the Construction Manager, Project Inspector and Architect, on forms approved by the District, setting forth an itemized estimate of Work completed in the preceding month for the purpose of the District's making of Progress Payments thereon. Values utilized in Payment Applications shall be based

upon the District accepted Cost Breakdown.

8.2.2. District's Review of Payment Applications. In accordance with Public Contract Code §20104.50, upon receipt of a Payment Application, the District shall cause the same to be reviewed by the Project Inspector, Construction Manager and Architect, as soon as is practicable, for the purpose of determining that the Payment Application is a proper Payment Application. A Payment Application is "proper" only if it is submitted on the form approved by the District, with all of the information completely and accurately provided and such completed Payment Application is accompanied by: (i) the form of Verification of Certified Payroll Records Submittal to Labor Commissioner, executed under penalty of perjury by the Contractor's Superintendent and/or the Contractor PM; which verifies that all Certified Payroll Records for the Contractor and all Subcontractors for the period of time covered by the Application for Progress Payment have been completed and submitted in strict conformity with Labor Code §1771.4; (ii) a breakdown identifying each Subcontractor/Material Supplier to be disbursed a portion of the requested Progress Payment and the amount of the Progress Payment to be disbursed to each Subcontractor/Material Supplier so identified; (iii) duly completed and executed forms of Conditional Waiver and Release of Rights Upon Progress Payment in accordance with California Civil Code §8132 of the Contractor, all Subcontractors and Material Suppliers covering the Progress Payment requested; (iv) duly completed and executed forms of Unconditional Waiver and Release of Rights upon Progress Payment in accordance with California Civil Code §8134 of the Contractor, Subcontractors and Material Suppliers covering the Progress Payment received by the Contractor under the prior Payment Application; and (v) a certification by the Contractor that it has continuously maintained the Record Drawings. Submittal of all of the foregoing is an express condition precedent to the District's obligation to disburse any Progress Payment. If a Payment Application is determined by the District not to be a "proper" Payment Application, the Payment Application will be returned by the District to the Contractor (along with a written document setting forth the reason(s) why the Payment Application is not proper) as soon as is practicable after receipt of the same from the Contractor, but in no event not more than seven (7) days after the District's receipt thereof.

8.2.3. Review of Payment Applications. Upon receipt of Payment Application, the Architect, Construction Manager and Project Inspector shall inspect and verify the Work to determine whether it has been performed in accordance with the terms of the Contract Documents and to determine the portion of the Payment Application which is properly due to the Contractor under the terms of the Contract Documents.

8.3. District's Disbursement of Progress Payments.

8.3.1. Timely Disbursement of Progress Payments. In accordance with Public Contract Code §20104.50, within thirty (30) days after the District's receipt of a proper Payment Application, the District will pay the Contractor ninety five percent (95%) of the value of the Work indicated in the Payment Application which is actually in place as of the date of the Payment Application and as verified and approved by the Project Inspector, Construction Manager and Architect, along with the pro rata portion of the Contractor's overhead, supervision and general conditions costs and profit for that month; provided, however, that the District's obligation to disburse any Progress Payment shall be subject to the Contractor's submission of a "proper" Payment Application as defined hereinabove. If a Payment Application is not "proper" due to the failure or refusal of the Contractor to comply with conditions precedent to the District's obligation to disburse a Progress Payment, or

incompleteness or inaccuracies in any such documents submitted, the thirty (30) day period for the District's timely disbursement of a Progress Payment shall commence on the date that the District is actually in receipt of documents not submitted with the Payment Application, or corrections to documents with the Payment Application so as to render them complete and accurate.

- 8.3.2. Untimely Disbursement of Progress Payments. Pursuant to Public Contract Code §20104.50, if the District fails to make any Progress Payment within thirty (30) days after receipt of an undisputed and proper Payment Application, the District shall pay the Contractor interest on the undisputed amount of such Payment Application equal to the legal rate of interest set forth in California Code of Civil Procedure §685.010(a).
- 8.3.3. District's Right to Disburse Progress Payments by Joint Checks. The District may in its sole discretion issue joint checks to the Contractor and Subcontractors or Material Suppliers in satisfaction of its obligation to make Progress Payments or the Final Payment due hereunder. The Contractor shall cooperate with the District and subcontractors/Material Suppliers in the issuance or processing of joint checks.
- 8.3.4. No Waiver of Defective or Non-Conforming Work. The approval of any Payment Application or the disbursement of any Progress Payment to the Contractor shall not be deemed nor constitute acceptance of Defective or Non-Conforming Work.
- 8.3.5. Progress Payments for Changed Work. The Contractor's Payment Applications may include requests for payment for Changes which have been authorized and approved by the District, Construction Manager, Project Inspector, Architect and all other governmental agencies with jurisdiction over such Change. Except as provided for herein, no other payment shall be made by the District for Changes.
- 8.3.6. Materials or Equipment Not Incorporated Into the Work. No Progress Payments will be made for materials or equipment not incorporated into the Work at the time a Payment Application is submitted.
- 8.3.7. Title to Work. The Contractor warrants that title to all Work covered by a Payment Application will pass to the District no later than the time of payment.
- 8.4. Substitute Security for Retention. Eligible and equivalent securities may be substituted for Retention at the request and expense of the Contractor pursuant to California Public Contract Code §22300. The foregoing and the provisions of California Public Contract Code §22300 notwithstanding, failure of the Contractor to request substitution of eligible and equivalent securities for Retention prior to the Contractor's submission of the first Payment Application is the Contractor's waiver of rights under Public Contract Code §22300.
- 8.5. Final Payment.
- 8.5.1. Application for Final Payment. When the Contractor has achieved Final Completion of the Work and has otherwise fully performed its obligations under the Contract Documents, the Contractor shall submit an Application for Final Payment on such form as approved by the District. Thereupon, the Architect, Construction Manager and Project Inspector will promptly make a final inspection of the Work and when the Architect, Construction Manager and Project Inspector find the Work acceptable under the Contract Documents and that the Contractor has completed all other obligations of the Contractor, the Architect, Construction Manager and Project Inspector will approve the Application for Final Payment, stating that to the best their knowledge, information and belief, the Work has been completed in accordance with the Contract Documents and that the Contractor is entitled to receipt of Final Payment. The Final Payment shall include the remaining balance of the Contract

Price and Retention previously withheld by the District, less offsets and deductions thereto.

8.5.2. Conditions Precedent to Disbursement of Final Payment. Submittal of the following are express conditions precedent to the District's obligation to disburse the Final Payment: (i) duly completed and executed forms of Conditional or Unconditional Waivers and Releases of rights upon Final Payment of the Contractor, Subcontractors of any tier and Material Suppliers in accordance with California Civil Code §§8136 or 8138, with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (ii) Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (iii) the Record Drawings; (iv) the form of Guarantee included in the Contract Documents duly executed by an authorized representative of the Contractor; (v) all other items or documents required by the Contract Documents to be delivered to the District upon completion of the Work; and (vi) written evidence of the Contractor's filing of the DSA Final Verified Report.

8.5.3. Disbursement of Final Payment. Provided that the District is then in receipt of all materials set forth in Article 8.5.2 above as conditions precedent to the District's obligation to disburse Final Payment, not later than sixty (60) days following Final Acceptance, the District shall disburse the Final Payment to the Contractor. Pursuant to California Public Contract Code §7107, if there is any dispute between the District and the Contractor at the time that disbursement of the Final Payment is due, the District may withhold from disbursement of the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute. If the Contractor complies with all of the conditions precedent to the District's disbursement of the Final Payment, except for written evidence of the Contractor's filing of the DSA Final Verified Report, the District may withhold and retain ten percent (10%) of the Final Payment in accordance with Article 4.19.9.2 of these General Conditions. In such event, provided that the Contractor has fully complied with and satisfied all other conditions precedent set forth in Article 8.5.2, the District will disburse the remaining balance of the Final Payment to the Contractor; such disbursement shall constitute the District's full and complete performance of payment obligations to the Contractor hereunder.

8.5.4. Waiver of Claims. The Contractor's acceptance of the Final Payment is a waiver and release by the Contractor of any and all claims against the District for compensation or otherwise in connection with the Contractor's performance of the Contract.

8.5.5. Claims Asserted After Final Payment. Any stop payment notice or other claim filed or asserted after the Contractor's acceptance of the Final Payment by any Subcontractor, Material Supplier or others in connection with or for Work is the sole and exclusive responsibility of the Contractor who shall indemnify, defend and hold harmless the Indemnified Parties from and against any claims, demands or judgments arising or associated therewith, including without limitation attorneys' fees.

8.6. Withholding of Payments. The District may withhold and retain the Contract Price, in whole or in part, on account of: (i) uncorrected Defective or Non-Conforming Work; (ii) failure of the Contractor to make payments when due laborers, Subcontractors or Material Suppliers; (iii) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work under the Contract Documents

for which the District may be liable or responsible including, without limitation, Stop Notice Claims; (iv) reasonable doubt that the Contract can be completed for the then unpaid balance of the Contract Price; (v) tax demands filed in accordance with California Government Code §12419.4; (vi) other claims, penalties and/or forfeitures for which the District is required or authorized to retain funds otherwise due the Contractor, including any amounts due from the Contractor to the District under the Contract Documents; or (vii) the Contractor's failure to perform any of its obligations under the Contract Documents, its default under the Contract Documents or its failure to maintain adequate progress of the Work. In addition to the foregoing, the District shall not be obligated to process any Application for Progress Payment or Final Payment, nor shall Contractor be entitled to any Progress Payment or Final Payment so long as any lawful or proper direction concerning the Work or the performance thereof or any portion thereof, given by the District, the Construction Manager, Project Inspector, Architect or any public authority having jurisdiction over the Work, or any portion thereof, shall not be fully and completely complied with by the Contractor. When the District is reasonably satisfied that the Contractor has remedied any such deficiency, payment shall be made of the amount withheld. The foregoing notwithstanding, if the District withholds: (i) ten percent (10%) of the Final Payment pursuant to Articles 4.19.9.2 and 8.5.3 of these General Conditions; or (ii) any amount incurred to complete an obligation of the Contractor hereunder, the Contractor shall not be entitled to receipt or payment of any portion of such withholdings.

- 8.7. Payments to Subcontractors. The Contractor shall pay all Subcontractors on account of Work performed by Subcontractors in accordance with the terms of their respective subcontracts and pursuant to Business & Professions Code §7108.5 and Public Contract Code §7201.

9. Changes

- 9.1. Changes to the Work. The District, at any time, by written order, may make Changes within the general scope of the Work or issue additional instructions, require additional Work or direct deletion of Work. The Contractor shall not proceed with any Change without prior written authorization from the District. The Contractor shall promptly commence and diligently complete any District authorized Change; the Contractor shall not be relieved or excused from its prompt commencement and diligent completion of any Change authorized by the District due to the inability of the Contractor and the District to agree upon the adjustment to the Contract Time or the Contract Price on account of such Change. The issuance of a Change Order in connection with any Change authorized by the District is not a condition precedent to Contractor's obligation to promptly commence and diligently complete any Change authorized by the District hereunder. The District's right to make Changes shall not invalidate the Contract nor relieve the Contractor of its obligations under the Contract Documents. Any requirement of notice of Changes to the Surety shall be the responsibility of the Contractor. Changes shall be subject to DSA approval.
- 9.2. Contractor Notice of Oral Order of Change in the Work. Any oral order, direction, instruction, interpretation, or determination (collectively "Instruction Order") from the District, Construction Manager, Project Inspector or Architect which Contractor believes is a change to the Work, or requires an adjustment to the Contract Price or the Contract Time, shall be treated as a Change only if the Contractor gives the Architect, Construction Manager and Project Inspector written notice within ten (10) days of the Instruction Order and prior to acting in accordance therewith. Time is of the essence in Contractor's written notice pursuant to the preceding sentence and the Contractor acknowledges that its failure to give written notice within ten (10) days of the date of an Instruction Order is deemed Contractor's waiver of any right to adjustment of the Contract Time or the Contract Price on account of such Instruction Order. The written notice shall state the date, circumstances, extent of adjustment to the Contract Price or the Contract Time, if any, requested, and the source of the Instruction Order that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, no Instruction

Order shall not be treated as a Change and the Contractor waives any adjustment to the Contract Price or the Contract Time on account thereof.

- 9.3. Contractor Submittal of Data. Within thirty (30) days after receipt of a written order directing a Change or furnishing the written notice regarding any Instruction Order, the Contractor shall submit to the Architect, Project Inspector, Construction Manager and District a detailed written statement setting forth the general nature of the Change, the amount of any adjustment to the Contract Price on account thereof, properly itemized and supported by sufficient substantiating data to permit evaluation of the same, and the extent of adjustment of the Contract Time, if any, required by such Change. No claim or adjustment to the Contract Price or the Contract Time shall be allowed if not asserted by the Contractor in strict conformity herewith or if asserted after Final Payment is made.
- 9.4. Adjustment to Contract Price on Account of Changes to the Work. Adjustments to the Contract Price due to Changes in the Work shall be determined by application of one of the following methods, in the following order of priority:
- 9.4.1. Mutual Agreement. By negotiation and mutual agreement, on a lump sum basis, between the District and the Contractor on the basis of the estimate of the actual and direct increase or decrease in costs on account of the Change. Upon request of the District or the Architect, the Contractor shall provide a detailed estimate of increase or decrease in costs directly associated with performance of the Change along with cost breakdowns of the components of the Change and supporting data and documentation.
- 9.4.2. Determination by the District. By the District, whether or not negotiations are initiated pursuant to Article 9.4.1 above, based upon actual and necessary costs incurred by the Contractor as determined by the District. If the procedure set forth in this Article 9.4.2 is utilized to determine the extent of adjustment to the Contract Price on account of Changes to the Work, promptly upon determining the extent of adjustment to the Contract Price, the District shall notify the Contractor in writing of the same; the Contractor shall be deemed to have accepted the District's determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Contractor shall notify the District, Architect and Construction Manager, in writing, not more than fifteen (15) days from the date of the District's written notice, of any objection to the District's determination. Failure of the Contractor to timely notify the District, Architect and Construction Manager of Contractor's objections to the District's determination of the Contract Price adjustment is deemed Contractor's acceptance of the District's determination and a waiver of any right of the Contractor to thereafter protest or otherwise object to the District's determination. Notwithstanding any objection of the Contractor to the District's determination of the adjustment to the Contract Price pursuant to this Article 9.4.2, Contractor shall promptly commence and diligently complete any such Change.
- 9.4.3. Basis for Adjustment of Contract Price. If Changes in the Work require an adjustment of the Contract Price pursuant to Articles 9.4.1 or 9.4.2 above, the basis for adjustment of the Contract Price shall be as follows:
- 9.4.3.1. Labor. The Contractor shall be compensated for the costs of field labor actually and directly utilized in the performance of the Change. Labor costs shall be limited to field labor for labor classification(s) necessary to perform the Change. Use of a labor classification which increases labor costs associated with any Change shall not be permitted. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the Change, in the maintenance of records

relating to the costs of the Change, coordination and assembly of materials and information relating to the Change or performance thereof, or the supervision and other overhead and general conditions costs associated with the Change or performance thereof.

- 9.4.3.2. Materials and Equipment. Contractor shall be compensated for the costs of materials and equipment necessarily and actually used or consumed in connection with the performance of Changes. Costs shall be the then lowest wholesale price at which identical or similar materials/equipment are available in the quantities required to perform the Change. The District may furnish materials and/or equipment for Changes, in which event the Contractor shall not be compensated for any mark-up thereon.
- 9.4.3.3. Construction Equipment. The Contractor shall be compensated for the actual cost of the necessary and direct use of Construction Equipment in the performance of Changes in increments of fifteen (15) minutes. No costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. The Contractor shall not be entitled to compensation for Construction Equipment or tools used for Changes with a replacement value of \$500.00 or less. Construction Equipment costs shall not exceed rental rates established by construction equipment rental agencies in the locality of the Site. The allowable rate for Construction Equipment includes compensation for rental costs, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Construction Equipment operator), and any all other costs incidental to the use of such Construction Equipment.
- 9.4.4. Mark-up on Costs of Changes to the Work. The allowance for mark-ups on the costs of the Change for all overhead (including home office, supervision and field overhead costs, including personnel costs; labor burdens on personnel costs; insurance premiums), general conditions costs and profit associated with the Change shall not exceed the percentage set forth in the Special Conditions, regardless of the number of Subcontractors performing any portion of any Change. If a Change reduces the Contract Price, no profit, general conditions or overhead costs shall be paid by the District to the Contractor for the reduced or deleted Work; the Contract Price shall be reduced by the actual cost for the reduced or deleted Work multiplied by the percentage set forth in the Special Conditions for mark-ups on the cost of a Change adding to the scope of the Work.
- 9.4.5. Contractor Maintenance of Records. If the Contractor is directed to perform any Change pursuant to Article 9.1 or 9.2, the Contractor shall maintain detailed separate records on a daily basis for each separate Change. Such records shall include without limitation hourly records for labor and Construction Equipment and itemized records of materials and equipment used that day in connection with any Change to the Work. Subcontractors shall maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor's Superintendent/Subcontractor's Superintendent and shall incorporate a statement that all information contained therein is true, accurate, complete and relates only to the Change referenced therein. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, Architect, Construction Manager or Project Inspector upon request. If the Contractor fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Contract Price on account of any Change to the Work is determined by the District, the District's reasonable good faith

determination of the adjustment to the Contract Price on account of such Change shall be final, conclusive and binding upon the Contractor. The Contractor's obligation to maintain records hereunder is in addition to, and not in lieu of, other Contractor obligations relating to Changes to the Work.

- 9.5. Adjustment to Contract Time. If any Change(s) are authorized by the District, the Contract Time shall be extended or reduced by Change Order for a period of time commensurate with the time reasonably necessary to perform such Change
- 9.6. Addition or Deletion of Alternate Bid Item(s). If the Bid for the Work includes proposal(s) for Alternate Bid Item(s), during performance of the Work, the District may elect, to add any such Alternate Bid Item(s) if the same did not form a basis for award of the Contract or delete any such Alternate Bid Item(s) if they formed a basis for award of the Contract. If the District elects to add or delete any such Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Contractor's Bid. If any Alternate Bid Item is added or deleted pursuant to the foregoing, the Contract Time shall be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time shall be equitably adjusted.
- 9.7. Change Orders. If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall: (i) be deemed full payment and final settlement of all claims for direct, indirect and consequential costs, including without limitation, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order; (ii) incorporate adjustments to the Contract Time; and (iii) constitute the Contractor's waiver of rights of rights under Civil Code §1542. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution. The Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof; attempted or purported modifications or amendments are not binding upon the District and are null, void and unenforceable. Change Orders shall be binding upon the District only upon action of the District's Board of Trustees approving and ratifying such Change Order.
- 9.8. Unilateral Change Order. A Unilateral Change Order is a written Change Order issued by or on behalf of the District before the Contractor and District have agreed on the extent of adjustment of the Contract Time or the Contract Price relating to the Change reflected in a Unilateral Change Order. A Unilateral Change Order shall describe the scope and nature of the Change and set forth the adjustment to the Contract Time and Contract Price, if any. Any Unilateral Change Order issued hereunder shall be binding upon the District and Contractor upon action of the District's Board of Trustees to ratify or approve such Unilateral Change Order. The objections, if any, of the Contractor to the extent of adjustment of the Contract Time or the Contract Price on account of the Change(s) incorporated into a Unilateral Change Order shall be submitted in writing by the Contractor to the District, Construction Manager and Architect not more than five (5) days after the date of the District's Board of Trustees action to approve or ratify a Unilateral Change Order. If the Contractor does not submit written objections to a Unilateral Change Order within five (5) days after the District's Board of Trustees approval/ratification of the Unilateral Change Order shall be deemed the Contractor's acceptance of the Contract Time and/or Contract Price adjustment set forth in a Unilateral Change Order for the Changes described therein and the Contractor shall be deemed to have knowingly waived any right to seek additional adjustments of the Contract Time or the Contract

Price on account of Change(s) incorporated into such a Unilateral Change Order.

- 9.9. Construction Change Directive. A Construction Change Directive is a written instrument issued by or on behalf of the District directing a Change to the Work prior to the Contractor and District reaching full agreement on an adjustment of the Contract Time and/or Contract Price on account of such Change. The Contractor shall promptly commence and diligently complete any Change to the Work subject to a Construction Change Directive issued hereunder. The issuance of a Change Order in connection with any Construction Change Directive is not a condition precedent to Contractor's obligation to promptly commence and diligently complete a Construction Change Directive. Upon completion of a Construction Change Directive, if the Contractor and District have not agreed on the adjustment of Contract Time and/or Contract Price, the District shall issue a Unilateral Change Order for such Construction Change Directive.
- 9.10. Contractor Notice of Changes. If the Contractor claims that any instruction, request, the Drawings, the Specifications, action, condition, omission, default, or other situation obligates the District to increase the Contract Price or to extend the Contract Time ("Potential Changes"), the Contractor shall notify the Project Inspector, Construction Manager and Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the Potential Changes. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the Construction Manager, Project Inspector and Architect. Time is of the essence in Contractor's written notice pursuant to the preceding so that the District can promptly investigate and consider alternative measures to the address such Potential Changes. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any Potential Changes shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such Potential Changes.
- 9.11. Disputed Changes. If any dispute or disagreement between the Contractor and the District or the Architect regarding the characterization of any item as a Change or as to the appropriate adjustment of the Contract Price or the Contract Time on account thereof, the Contractor shall promptly proceed with the performance, subject to a subsequent resolution of such dispute or disagreement in accordance with the terms of the Contract Documents.
- 9.12. Minor Changes in the Work. The Architect may order minor Changes in the Work not involving an adjustment in the Contract Price or the Contract Time and not inconsistent with the intent of the Contract Documents. Such Changes shall be effected by written order and shall be binding on the District and the Contractor.
- 9.13. Unauthorized Changes. Any Work beyond the lines and grades shown on the Contract Documents, or any extra Work performed or provided by the Contractor without notice in strict conformity with the Contract Documents shall be considered unauthorized and at the sole expense of the Contractor. Work so done will not be measured or paid for, no extension to the Contract Time will be granted on account thereof and any such Work may be ordered removed at the Contractor's sole cost and expense.

10. Separate Contractors

- 10.1. District's Right to Award Separate Contracts. The District reserves the right to perform construction or operations related to the Work with the District's own forces or to award separate contracts in connection with other portions of the Project or other construction or operations at or about the Site. If the Contractor claims that delay or additional cost is involved

because of such action by the District, the Contractor shall seek an adjustment to the Contract Price or the Contract Time as provided for in the Contract Documents. Failure of the Contractor to request such an adjustment in strict conformity with the Contract Documents shall be deemed a waiver of the same.

- 10.2. District's Coordination of Separate Contractors. The District shall coordinate the activities of the District's own forces and separate contractor(s) with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the District in reviewing their respective Construction Schedules when directed to do so. The Contractor shall make any revisions to the Accepted Construction Schedule deemed necessary after a joint review and mutual agreement. The Construction Schedules shall then constitute the Construction Schedules to be used by the Contractor, separate contractors and the District until subsequently revised.
- 10.3. Mutual Responsibility. The Contractor shall afford the District and separate contractors of the District with a reasonable opportunity for storage of their materials and equipment and performance of their activities at the Site.
- 10.4. Discrepancies or Defects. If any part of the Work depends for proper execution or results upon construction or operations by the District or a separate contractor to the District, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect, Construction Manager and Project Inspector any discrepancies or defects in such other construction that renders it unsuitable for such proper execution and results.

11. Tests; Inspections; Observations

- 11.1. Contractor's Notice. If the Contract Documents, Laws or any public authority with jurisdiction over the Work require the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the Architect, Construction Manager and Project Inspector written notice of the readiness of such Work for observation, testing or inspection at least two (2) working days prior to the time for the conducting of such test, inspection or observation. If any portion of the Work subject to tests, inspection or approval is covered up by Contractor prior to completion and satisfaction of the requirements of such tests, inspection or approval, Contractor shall be responsible for the uncovering of such portion of the Work as is necessary for performing such tests, inspection or approval without adjustment of the Contract Price or the Contract Time.
- 11.2. Cost of Tests and Inspections. The District will pay for fees, costs and expenses for the initial tests/inspections of materials/equipment which are conducted at the Site or locations within a one hundred (100) mile radius of the Site or at the pre-fab modular facility. All fees, costs or expenses for subsequent tests/inspections or for tests/inspections conducted at a location more than a one hundred (100) mile radius from the Site (including without limitation, travel and travel-related expenses) shall be borne solely and exclusively by the Contractor.
- 11.3. Testing/Inspection Laboratory. The District shall select duly qualified person(s) or testing laboratory(ies) to conduct the tests and inspections to be paid for by the District and required by the Contract Documents or the Laws. Tests and inspections required of the Work shall be as set forth in the Contract Documents and as required by the Laws, including without limitation, Title 24 of the California Code of Regulations. Test/inspection standards shall be as set forth in the Contract Documents or established by the Laws. Where inspection or testing is to be conducted by an independent laboratory or testing agency, materials or samples thereof shall be selected by the laboratory, testing agency, the Project Inspector, Construction Manager or Architect and not by the Contractor.
- 11.4. Additional Tests, Inspections and Approvals. If the Architect, Construction Manager, Project Inspector or public authorities having jurisdiction over any portion of the Work require additional

testing, inspection or approval, the Architect, Project Inspector or Construction Manager will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the District, and the Contractor shall give timely notice to the Architect, Construction Manager and Project Inspector of when and where tests and inspections are to be made so the Construction Manager, Project Inspector and Architect may observe such procedures. The District shall bear the costs of such additional tests, inspections or approvals, except to the extent that such additional tests, inspections or approvals reveal any failure of the Work to comply with the requirements of the Contract Documents, in which case the Contractor shall bear all costs made necessary by such failures, including without limitation, the costs of corrections, repeat tests, inspections or approvals and the costs of the services, the Architect or its consultants, the Construction Manager and Project Inspector in connection therewith.

- 11.5. Delivery of Certificates. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect, Project Inspector and Construction Manager.
- 11.6. Timeliness of Tests, Inspections and Approvals. Tests or inspections required and conducted pursuant to the Contract Documents shall be made or arranged by Contractor to avoid delay in the progress of the Work. The Contractor shall be liable for delays to completion of the Work if the Contractor fails coordinate and timely schedule required tests, inspections or observations of the Work.

12. Uncovering and Correction of Work

- 12.1. Uncovering of Work. If any portion of the Work is covered contrary to the request of the Architect, Construction Manager, Project Inspector or the requirements of the Contract Documents, it must, if required by the Architect, Construction Manager or Project Inspector, be uncovered for observation by the Architect, Project Inspector and/or the Construction Manager and be replaced at the Contractor's expense without adjustment of the Contract Time or the Contract Price.
- 12.2. Rejection of Work. Defective or Non-Conforming Work may be rejected by the District, Construction Manager, Architect or Project Inspector. The Contractor shall correct such rejected Work without adjustment to the Contract Price or the Contract Time, even if the Work, materials or equipment have been previously inspected by the Architect or the Project Inspector or even if they failed to observe the Defective or Non-conforming Work.
- 12.3. Correction of Work. The Contractor shall promptly correct any portion of the Work rejected by the District, Construction Manager, Architect or Project Inspector as Defective or Non-Conforming Work, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby. The Contractor shall bear all costs of correcting destroyed or damaged Work, whether completed or partially completed.
- 12.4. Removal of Non-Conforming or Defective Work. The Contractor shall, at its sole cost and expense, remove from the Site all portions of the Work which are defective or are not in accordance with the requirements of the Contract Documents which are neither corrected by the Contractor nor accepted by the District.
- 12.5. Failure of Contractor to Correct Work. If the Contractor fails to commence to correct Defective or Non-Conforming Work within three (3) days of notice of such condition and promptly thereafter complete the same within a reasonable time, the District may correct it in accordance with the Contract Documents and at the expense of the Contractor.

- 12.6. Acceptance of Defective or Non-Conforming Work. The District may, in its sole and exclusive discretion, elect to accept Defective or Non-Conforming Work instead of requiring its removal and correction, in which case the Contract Price shall be equitably reduced.

13. Warranties

- 13.1. Workmanship and Materials. The Contractor warrants to the District that: (i) all materials and equipment furnished under the Contract Documents are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (ii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If required by the Architect or the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment incorporated into the Work. Any Work, or portion thereof not conforming to these requirements, including substitutions or alternatives not properly approved in accordance with the Contract Documents may be deemed Defective or Non-Conforming Work and subject to repair, replacement or other remedial action by the Contractor to render such work in accordance the Contract Documents. The Contractor expressly warrants the merchantability, the fitness for use, and quality of all Work; such warranty of the Contractor in addition, and not in lieu of, any warranty given by the manufacturer or supplier of such item.
- 13.2. Warranty Work. If, within one (1) year after the date of Final Acceptance, or such other time frame set forth elsewhere in the Contract Documents, any Work is Defective, Non-Conforming, not in accordance with the requirements of the Contract Documents, or otherwise contrary to the warranties contained in the Contract Documents, the Contractor shall commence all necessary corrective action within seven (7) days after receipt of a written notice from the District to do so, and to thereafter diligently complete the same. If the Contractor fails or refuses to commence correction of any such item within said seven (7) day period or to diligently prosecute such corrective actions to completion, the District may, without further notice to Contractor, the District may, in the sole discretion of the District: (i) cause such corrective Work to be performed and completed; or (ii) upon notice and demand to the Performance Bond Surety, require the Surety to complete corrective work. If the District elects to complete corrective work under (i) above, the Contractor and the Performance Bond Surety shall be responsible for all costs in connection with such corrective Work, including without limitation, general administrative overhead costs of the District in securing and overseeing such corrective Work. The obligations of the Contractor hereunder are in addition to, and not in lieu of, any other obligations imposed by any special guarantee or warranty required by the Contract Documents, guarantees or warranties provided by any manufacturer of any item incorporated into the Work, or otherwise recognized, prescribed or imposed by the Laws. Neither the District's Final Acceptance, the making of Final Payment, nor the use or occupancy of the Work, in whole or in part, by District shall nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein.
- 13.3. Guarantee. Upon completion of the Work, Contractor shall execute and deliver to the District the form of Guarantee included within the Contract Documents. The Contractor's execution and delivery of the form of Guarantee is an express condition precedent to any obligation of the District to disburse the Final Payment to the Contractor.
- 13.4. Survival of Warranties. The Contractor' warranty and guaranty obligations hereunder shall survive the Contractor's completion of Work under the Contract Documents, the District's Final Acceptance or the termination of the Contract.

14. Suspension of Work

- 14.1. District's Right to Suspend Work. The District may, without cause, and without invalidating or

terminating the Contract, 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. The Contractor shall resume and complete the Work suspended by the District in accordance with the District's directive, whether issued at the time of the directive suspending the Work or subsequent thereto.

- 14.2. Adjustments to Contract Price and Contract Time. If the District directs suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the District; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The term "direct cost of performance of the Work" as used in the preceding sentence shall be limited to: (i) increased costs of materials or equipment incorporated into the Work or required to complete the Work; and (ii) the costs of general conditions items/services (excluding project management/supervision) during the period of District directed suspension of the Work which are proximately caused by the District directed suspension of Work. The term "direct cost of performance of the Work" shall exclude costs (including home office costs) arising out of or related to delay, hindrance, disruption of Work, loss of productivity, inefficiencies or other similar consequences of District directed suspension. Adjustment of the Contract Price for District directed suspension of work shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the Cost Breakdown submitted by the Contractor pursuant to the Contract Documents. If the District directs suspension of the Work, the Contract Time shall be equitably adjusted to reflect the duration of the District's suspension of the Work.

15. Termination

15.1. Termination for Cause.

- 15.1.1. District's Right to Terminate. The District may terminate the Contract by written notice to the Contractor and the Surety upon the occurrence of any one or more of the following events of the Contractor's default: (i) the Contractor refuses or fails to prosecute the Work with diligence to achieve Substantial Completion of the Work within the Contract Time; (ii) the Contractor fails to achieve Substantial Completion of the Work within the Contract Time; (iii) the Contractor becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws; (iv) the Contractor repeatedly fails to supply sufficient skilled workmen or sufficient quantities of suitable materials or equipment; (v) the Contractor repeatedly fails to make payments to any Subcontractor, Material Suppliers or others for labor, materials or equipment furnished in connection with the Work; (vi) the Contractor disregards the Laws or other requirements of any public entity having jurisdiction over the Work; (vii) the Contractor disregards proper directives of the Architect, Construction Manager, Project Inspector or District; (viii) the Contractor performs Work which deviates from requirements of the Contract Documents and fails or refuses to correct such Work; or (ix) the Contractor otherwise violates in any material way any provisions or requirements of the Contract Documents. The District shall have the sole discretion to permit the Contractor to remedy the cause for the termination without waiving the District's right to terminate the Contract, or otherwise waiving, restricting or limiting any other right or remedy of the District under the Contract Documents or the Laws.

- 15.1.2. District's Rights Upon Termination. If the Contract is terminated pursuant to this Article 15.1, the District may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the Site. The District may take possession of the Work and of all of the Contractor's tools, appliances, Construction Equipment, machinery, materials, and other items at or about the Site, and use the same to the full extent they could be used by the Contractor without liability to the Contractor. The District shall have the sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work; the District shall not be required to obtain the lowest price for completion of the Work. If the District takes bids for completion of the Work, the Contractor is not eligible for award of such contract(s).
- 15.1.3. Completion by the Surety. If the Contract is terminated pursuant to this Article 15.1, the District may demand that the Surety take over and complete the Work, in which case the rights and obligations of the District and the Surety shall be as set forth in the Performance Bond. The Contractor shall not be retained, designated or contracted by the Surety to complete the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within twenty (20) days after demand therefor, the District may take over the Work and prosecute it to completion as provided for above, provided that such action of the District shall not operate to modify, diminish or otherwise affect the liability of the Surety or Contractor to the District under the Contract Documents, Performance Bond or the Laws.
- 15.1.4. Assignment and Assumption of Subcontracts. Upon termination pursuant to the foregoing, the District shall, in its sole and exclusive discretion, have the option of requiring any Subcontractor or Material Supplier to perform in accordance with its Subcontract or Purchase Order with the Contractor and/or assign the Subcontract or Purchase Order to the District or such other person or entity designated by the District.
- 15.1.5. Costs of Completion. In the event of termination under this Article 15.1, the Contractor shall not receive any further payment of the Contract Price until the Work is completed. If the unpaid balance of the Contract Price as of the date of termination exceeds the District's direct and indirect costs and expenses for completing the Work, including without limitation, attorneys' fees and compensation for additional professional and consultant services, such excess shall be used to pay the Contractor for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If the District's costs and expenses to complete the Work exceed the unpaid Contract Price, the Contractor and the Surety shall be jointly and severally liable for payment of the difference to the District.
- 15.1.6. Conversion to Termination for Convenience. If the Contract is terminated under this Article 15.1, and it is determined, for any reason, that the Contractor was not in default under the provisions hereof, the termination shall be deemed a Termination for Convenience of the District and thereupon, the rights and obligations of the District and the Contractor shall be determined in accordance with Article 15.2 hereof.
- 15.1.7. District's Rights Cumulative. If the Contract is terminated pursuant to this Article 15.1, the termination shall not affect or limit any rights or remedies of the District against the Contractor or the Surety. The rights and remedies of the District under this Article 15.1 are in addition to, and not in lieu of, any other rights and remedies

provided by the Laws or under the Contract Documents.

- 15.2. Termination for Convenience of the District. The District may at any time, in its sole and exclusive discretion, by written notice to the Contractor, terminate the Contract in whole or in part when it is in the interest of, or for the convenience of, the District. In such case, the Contractor shall be entitled to payment for: (i) Work actually performed and in place as of the effective date of such termination for convenience of the District, with a reasonable allowance for profit and overhead on such Work, and (ii) reasonable termination expenses for reasonable protection of Work in place and suitable storage and protection of materials and equipment delivered to the Site but not yet incorporated into the Work, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by payments previously made to the Contractor and as further reduced by the value of the Work as not yet completed. The Contractor shall not be entitled to profit and overhead on Work which was not performed as of the effective date of the termination for convenience of the District. The District may, in its sole discretion, elect to have subcontracts assigned pursuant to Article 15.1.4 above after exercising the right hereunder to terminate for the District's convenience.

16. Miscellaneous

- 16.1. Governing Law; Interpretation. This Contract shall be governed by and interpreted pursuant to the laws of the State of California. The titles used in the Contract Documents are for convenience of reference only shall have no effect upon the interpretation of the Contract Documents. The Contract Documents shall be construed as a whole in accordance with their fair meaning and not strictly for or against the District or the Contractor. The neuter gender shall include the feminine and masculine, the masculine gender shall include the feminine and neuter, the singular number shall include the plural and the plural number shall include the singular. Except as otherwise expressly provided, capitalized terms used in the Contract Documents shall have the meaning and definition for such term as set forth in the Contract Documents.
- 16.2. Successors and Assigns. Unless otherwise expressly provided in the Contract Documents, all terms, conditions and covenants of the Contract Documents shall be binding upon, and shall inure to the benefit of the District and the Contractor and their respective heirs, representatives, successors-in-interest and assigns.
- 16.3. Cumulative Rights and Remedies; No Waiver. Duties and obligations imposed by the Contract Documents and rights or remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by the Laws. No action or failure to act by the District shall constitute a waiver of a right or remedy afforded it under the Contract Documents or the Laws nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder.
- 16.4. Severability. If any provision of the Contract Documents is deemed illegal, invalid, unenforceable and/or void, by a court or any other governmental agency of competent jurisdiction, such provision shall be deemed to be severed and deleted from the Contract Documents, but all remaining provisions hereof, shall in all other respects, continue in full force and effect.
- 16.5. No Assignment by Contractor. The Contractor shall not assign the Contract or any obligation of the Contractor thereunder, in whole or in part, without the express prior written consent and approval of the District, which may be granted, conditioned or withheld in the sole and exclusive discretion of the District.

- 16.6. Time of Essence. Time is of the essence in the Contractor's performance of its obligations under the Contract Documents.
- 16.7. Independent Contractor Status. The Contractor is an independent contractor to the District and not an agent or employee of the District.
- 16.8. Notices. Notices under the Contract Documents shall be delivered by United States Mail, Certified, Return Receipt Requested with postage fully prepaid or by email. Notices delivered by United States Mail shall be deemed effective the third (3rd) working day after the postmark date. Notices delivered by email before 12:00 PM on District workdays shall be deemed effective four (4) hours after delivery to the recipient's email server. Emails delivered to the recipient's email server after 12:00 PM on a District work day or on District holiday days shall be deemed effective as of 12:00 PM the ensuing workday. The recipients and addresses for notices may be modified by the Parties by notice to the other. Notices shall be addressed as set forth in the Agreement.
- 16.9. Disputes; Continuation of Work. Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents or the Work, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.
- 16.10. Dispute/Claims Resolution.
- 16.10.1. Public Contract Code §9204 Claims Resolution Procedures. Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code §9204 ("Section 9204") provided, however, that the Contractor's initiation of Section 9204 procedures is expressly subject to the Contractor's prior full and timely compliance with requirements and procedures of the Contract Documents relating to procedures for resolution of claims, change orders, disputes and other matters in controversy under the Contract Documents.
- 16.10.2. Claim Defined. The term "Claim" shall be as defined in Section 9204.
- 16.10.3. Claim Documentation. The Contractor shall furnish reasonable documentation to support each Claim. "Reasonable documentation" includes, without limitation: (i) contractual and legal basis establishing Claim entitlement or merit; (ii) factual basis establishing District liability for the Claim; (iii) detailed breakdown of labor, materials, equipment and other costs included in the Claim; and (iv) detailed basis, including Construction Schedule analysis and fragments supporting any Contract Time adjustment or Liquidated Damages relief included in the scope of a Claim.
- 16.10.4. District Claim Review Statement. Within forty five (45) days (or such other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the District will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying the disputed and undisputed portions of the Claim ("Claim Review Statement"). If the District does not provide the Contractor with the Claim Review Statement for any Claim within forty five (45) days (or other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the Claim is deemed rejected in its entirety and thereupon, the Contractor may initiate the Meet and Confer process described below. A Claim deemed rejected pursuant to the foregoing does not constitute an adverse finding of Claim merit or the Contractor's responsibility or qualifications. If the Claim Review Statement identifies any undisputed portion of a Claim ("Undisputed Claim") and payment is due from the

District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after the issuance date of the Claim Review Statement.

16.10.5. Meet and Confer.

16.10.5.1. Meet and Confer Demand. If the Contractor disputes any portion of the Claim Review Statement, or if a Claim is deemed rejected by the District, the Contractor may demand an informal meet and confer with the District for settlement of the issues in dispute ("Meet and Confer"). The Contractor's Meet and Confer request must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; and (iii) within ten (10) days after the Claim Review Statement is submitted to the Contractor or within ten (10) days after the date the Claim is deemed rejected, as applicable. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor's right to request the Meet and Confer and the Non-Binding Mediation procedures under Section 9204. If the Contractor strictly complies with the foregoing, the District will schedule the Meet and Confer conference within thirty (30) days of the Contractor's Meet and Confer request.

16.10.5.2. Meet and Confer Statement. Within ten (10) business days after conclusion of the Meet and Confer conference, if any portion of a Claim remains disputed, the District shall provide the Contractor a written statement identifying the disputed and undisputed portions of the Claim ("Meet and Confer Statement"). If the Meet and Confer Statement identifies any Undisputed Claim and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after date the Meet and Confer Statement is issued.

16.10.6. Non-Binding Mediation.

16.10.6.1. Contractor Initiation. The Contractor may request nonbinding mediation ("Mediation") of disputed portions of a Claim identified in the Meet and Confer Statement. The Contractor's Mediation demand must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; (iii) within ten (10) days after the Meet and Confer Statement is submitted to the Contractor; and (iv) with specific identification of the disputed Claims issues subject to Mediation. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor's right to demand Mediation procedures under Section 9204.

16.10.6.2. Mediator Selection. The District and Contractor shall mutually agree to a mediator within ten (10) business days after the date of the Contractor's demand for Mediation. If the District and Contractor do not mutually agree to a mediator, the District and Contractor shall each select a mediator and the District/Contractor selected mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim.

16.10.6.3. Mediation Procedures. Mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the District and Contractor in dispute resolution through negotiation or by issuance of an evaluation.

16.10.6.4. Mediation Costs. All costs, fees and expenses of the mediator(s) and mediation administration shall be shared equally by the District and Contractor. The foregoing notwithstanding, the Contractor and District shall each bear the costs,

fees and expenses of their own attorneys, experts and consultants.

- 16.10.6.5. Post-Mediation Disputed Claims. Any Claims issues in dispute after Mediation shall be resolved in accordance with the applicable provisions of the Contract Documents.
- 16.10.6.6. Waiver. The District and Contractor may mutually agree to waive, in writing, Mediation under Section 9204 and subject to the Contractor's compliance with Government Code Claim requirements, proceed directly to commencement of a civil action or binding arbitration.
- 16.10.7. Payments of Undisputed Claims. If a payment due from the District for Undisputed Claims identified in the Claim Review Statement or the Meet and Confer Statement is not made within the time established under Section 9204 the overdue portion of such payment shall bear interest at the rate of seven percent (7%) per annum from the date due. The District's credit application of any amount due for an Undisputed Claim against amounts due from the Contractor under the Contract Documents shall be deemed payment of the Undisputed Claim.
- 16.10.8. Subcontractor Claims.
- 16.10.8.1. Subcontractor Claim Submittal. If a Subcontractor, of any tier (collectively "Subcontractor") lacks legal standing to assert a Claim against the District because privity of contract does not exist, the Contractor may present the District a Claim on behalf of the Subcontractor ("Subcontractor Claim"). Each Subcontractor requesting submittal of a Subcontractor Claim to the District shall furnish reasonable documentation to support the Subcontractor Claim. Within forty-five (45) days of receipt of a Subcontractor's written request to submit a Subcontractor Claim, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Subcontractor Claim to the District. If the Contractor did not present the Subcontractor Claim, the Contractor shall provide the Subcontractor with a statement of the reasons for not having done so.
- 16.10.8.2. Contractor Certification of Subcontractor Claim. The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.
- 16.10.8.3. District Review of Subcontractor Claim. Subcontractor Claims presented by the Contractor to the District are subject to the Section 9204 non-binding dispute resolution procedures set forth above, as modified herein. Requests for the District to conduct Meet and Confer and/or non-binding mediation procedures must be submitted jointly by the Contractor and the Subcontractor submitting the Subcontractor Claim. If Mediation proceedings are initiated in connection with a Subcontractor Claim, mediator and mediation administration fees and costs shall be borne equally by the District, Contractor and Subcontractor.
- 16.10.8.4. Disputed Subcontractor Claims. Subcontractor Claims which are not fully resolved by the Section 9204 non-binding dispute resolution procedures shall be resolved

by Section 20104.4 Dispute Resolution Procedures or binding arbitration, as applicable. Commencement of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings in connection with any Subcontractor Claim is subject to compliance with Government Code Claims requirements.

- 16.11. Government Code Claim Requirements. Pursuant to Government Code §930.6, any claim, demand, dispute, disagreement or other matter in controversy asserted by the Contractor, whether on behalf of itself or a Subcontractor, against the District for money or damages, including without limitation Claims or portions thereof remaining in dispute after completion of the Section 9204 non-binding dispute resolution procedures described above are deemed a "suit for money or damages" and shall be subject to the provisions of Government Code §§945.4, 945.6 and 946 ("Government Code Claims Process"). An express condition precedent to the Contractor's initiation of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings pursuant to the following is the Contractor's compliance with the Government Code Claims Process, including without limitation, presentation of the claim, demand, dispute, disagreement or other matter in controversy between the Contractor and the District seeking money or damages to the District and acted upon or deemed rejected by the District in accordance with Government Code §900, et seq.
- 16.12. Section 20104.4 Dispute Resolution Procedures; Claims Less Than \$375,000. Any Claim, or portion thereof, in dispute after completion of the Section 9204 non-binding dispute resolution procedures and the Government Code Claims Process which is equal to or less \$375,000 shall be resolved in accordance with the civil action procedures established in Public Contract Code §20104.4. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to Section 9204 procedures shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- 16.13. Binding Arbitration of Claims Exceeding \$375,000.
- 16.13.1. AAA Arbitration. Any Claim, or portion thereof in dispute after completion of the Section 9204 procedures and the Government Code Claims Process which exceeds \$375,000 and any other claims, disputes, disagreements or other matters in controversy between the District and the Contractor arising out of, or related, in any manner, to the Contract Documents, or the interpretation, clarification or enforcement thereof shall be resolved by binding arbitration conducted before a retired judge in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site.
- 16.13.2. Demand for Arbitration. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. If more than one Demand for Arbitration is filed by either the District or the Contractor relating to the Work or the Contract Documents, all Demands for Arbitration shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the District and the Contractor. The Contractor's Surety, a Subcontractor or Material Supplier to the Contractor and other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the Contractor, except to the extent that such joinder would unduly delay or complicate the

expeditious resolution of the claim, dispute or other disagreement between the District and the Contractor, in which case an appropriate severance order shall be issued by the Arbitrator(s).

- 16.13.3. Discovery. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.
- 16.13.4. Arbitration Award. The award rendered by the Arbitrator(s) (“Arbitration Award”) shall be final and binding upon the District and the Contractor only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect at the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The District and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.
- 16.13.5. Arbitration Fees and Expenses. The expenses and fees of the Arbitrator(s) shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys’ fees, witness fees and other costs or expenses incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators’ fees but excluding attorneys’ fees, to the prevailing party. By this arbitration provision, the District and the Contractor acknowledge and agree that neither shall recover from the other any attorney’s fees associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder. The limited exceptions in the Contract Documents that provide attorney’s fees for specific issues shall neither be construed as applying to this arbitration provision under California Civil Code § 1717(a) nor be deemed to be “authorized by the Laws.”
- 16.13.6. Limitation on Arbitrator. The Superior Court for the State of California for the County in which the Project Site is situated has the sole and exclusive jurisdiction, and an arbitrator has no authority, to hear and/or determine a challenge to the commencement or maintenance of an arbitration proceeding on the grounds that: (i) the subject matter of the arbitration proceeding is barred by the applicable statute of limitations; (ii) the subject matter of the arbitration proceeding is barred by a provision of the California Government Claims Act; (iii) the subject matter of the arbitration proceeding is outside the scope of the arbitration clause; (iv) the Contractor has failed to satisfy all conditions precedent to commencement or maintenance of an arbitration proceeding; (v) waiver of the right to compel arbitration; (vi) grounds exist for the revocation of the arbitration agreement; and/or, (vii) there is the prospect that a ruling in arbitration would conflict or potentially with a ruling in a pending proceeding regarding the Project on a common issue of law or fact.

- 16.13.7. Inapplicability to Bid Bond. The arbitration proceedings described above are not applicable to disputes, disagreements or enforcement of rights or obligations under the Bid Bond. All claims, disputes and actions to enforce rights or obligations under the Bid Bond shall be adjudicated only by judicial proceedings commenced in a court of competent jurisdiction.
- 16.14. Attorneys' Fees. Except as expressly provided for in the Contract Documents, or authorized by the Laws, neither the District nor the Contractor shall recover from the other any attorneys' fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder.
- 16.15. Provisions Required by the Laws Deemed Inserted. Each and every provision of the Laws and clause required by the Laws to be inserted in the Contract Documents is deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.
- 16.16. Days. Unless otherwise expressly stated, references to "days" in the Contract Documents are calendar days.
- 16.17. Entire Agreement. The Contract Documents contain the entire agreement and understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the Contractor.

[END OF SECTION]

SPECIAL CONDITIONS

1. Application of Special Conditions. These Special Conditions form a part of the Contract Documents for the Work generally described as: **STUDENT HOUSING**
2. Liquidated Damages. The per diem rate of Liquidated Damages for delayed Substantial Completion, delayed submission of Submittals and delayed completion of Punchlist shall be as set forth herein.
 - 2.1. Delayed Substantial Completion. If Substantial Completion is not achieved within 735 days after commencement date of contact time established in the NTP, the Contractor shall be liable to the District for Liquidated Damages from the date of expiration of the Contract Time to the date that the Contractor achieves Substantial Completion of the Work at the per diem rate of Five Thousand Dollars (\$ 5,000.00).
 - 2.2. Delayed Submission of Submittals. If the Contractor fails to submit a Submittal in accordance with the Submittal Schedule, the Contractor shall be liable to the District for Liquidated Damages for each delayed Submittal at the per diem rate of Five Hundred Dollars (\$ 500.00).from the date that such Submittal was due to be submitted pursuant to the Submittal Schedule and the date that the Contractor actually submits the Submittal to the Architect.
 - 2.3. Delayed Punchlist Completion. If the Contractor fails to complete Punchlist within the time established pursuant to the Contract Documents, the Contractor shall be liable to the District for Liquidated Damages from the date established for completion of Punchlist until the date that all Punchlist is actually completed at the per diem rate of Five Thousand Dollars (\$ 5,000.00).
 - 2.4. Surety Liability. Subject only to limitations established by the penal sum of the Performance Bond, the Surety issuing the Performance Bond shall be liable to the District for Liquidated Damages due from the Contractor.
3. Construction Manager. The Construction Manager is Gafcon, Inc. / Volz Company
4. District Furnished Drawings and Specifications. Pursuant to Article 2.1.3 of the General Conditions, the District will furnish to the Contractor for use solely and exclusively in connection with performance of the Work zero (-0-) printed copies of the Drawings and Specifications. Additional copies of the Drawings and Specifications may be reproduced by the Contractor at its cost and expense
5. Hours and Days of Work at the Site.
 - 5.1. Work Hours/Days. Subject to limitations set forth elsewhere in the Contract Documents and below, the hours/days of Work at the Site are: 7am – 5pm Mondays through Fridays, 8:00am – 5:00pm on Saturday. No work on holidays and Sundays without approval from the District with a minimum of 72 hour notice.
 - 5.2. Limitations on Work Hours/Days. Work activities at the Site will be limited or prohibited on days: (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; or (ii) when other special events or functions are scheduled. The Contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's Construction Schedule shall take into account the District activities which limit or preclude Work activities at the Site.
6. Contractor Personnel Parking. Personnel of the Contractor, Subcontractors and others performing Work at the Site will be allowed to park, with a valid District parking permit, in the parking spaces

at a location designated by the District. Parking permit charges, if any, shall be borne and paid by the Contractor without adjustment of the Contract Price. The foregoing notwithstanding, the extent or location of parking for such personnel may be limited, restricted, eliminated or modified by the District as reasonably necessary to facilitate and accommodate necessary parking for the District's students, staff and visitors engaged in activities and functions in and about the Site. Neither the Contract Price nor the Contract Time shall be adjusted as a result of any such District modifications to the extent or location of parking.

7. Site Perimeter Fencing. The Contractor shall install a chain link fence with fabric privacy screen around the entire perimeter of the Site to prevent dust and debris being blown from the Site to adjacent areas, including without limitation, adjacent streets and residential areas. Without adjustment of the Contract Time or the Contract Price the Contractor shall maintain all fencing in good condition and clear of any graffiti or damage. The Contractor shall remove or relocate such fencing as directed by the District or the Construction Manager.
8. Facilities/Services for Project Inspector and CM. Pursuant to Article 4.14 of the General Conditions, during the Work, the Contractor shall provide/furnish the following facilities/services or other items for use by the Project Inspector for the entire duration of the Work at the Site, until Final Completion is achieved. All costs, fees, expenses or other charges for the following are included within the Contract Price.

Site Office Facility	Lockable office minimum size of 12 x 60 with at least two (2) separate offices, and two doors.
Site Office Furnishings – Project Inspector	Three (3) height adjustable standing desk, Three (3) Herman Miller Aeron Chairs, one 3 x 5 plan table, one 12" x 8' shelf for spec books, one four drawer filing cabinet, plan rack with hangars capable of holding 8 sets minimum of 30 x 42 drawings.
Site Office Furnishings – Project As-Built plan room	Eight (8) chairs, two 3 x 8 plan tables, two 12" x 8' minimum shelves, plan rack with hangars capable of holding 10 sets minimum of 30 x 42 drawings.
Site Office Equipment	Xerox printer/scanner/copier with 8.5 x 11 and 11 x 17 capability and cables required for laptop connection, six (6) 27" Dell Monitors model S2721DS or similar, Ten (10) working walkie talkies including two for the CM.
Site Office Services	Power, air conditioning, high speed wireless internet service
Site Office Consumable Materials	Ink or laser cartridges, copy paper as necessary for printer
Other Items/Services	One lockable toilet facility for Architect, CM & PI use only. Bathroom to include one (1) sink and one (1) toilet and be ADA accessible and built into the trailer, sufficient lighting, Two (2) temporary parking stalls adjacent to the trailer, weekly custodial services, clean and like new carpet and ceiling tiles, freshly painted walls and doors, cleaning supplies, One (1) new minimum 55" Dell touch Monitor mounted to the wall, One (1) standing desk.

9. District Provided Temporary Utilities. Pursuant to Article 4.3.5 of the General Conditions, during the Contractor's performance of the Work, the District will not provide the Contractor with utility services. Meters will be required to be installed by the contractor for monitoring of water, electricity, high speed internet and any other utility connected to the District systems. The Contractor will be responsible to pay the District for all utility usage based on meter reads on a quarterly basis. If the District provides any utility services for use by the Contractor: (i) the District may discontinue, limit

or condition use of such services by a Contractor if the District reasonably determines that the Contractor has wasted such utilities, and (ii) the District shall not be liable to the Contractor, nor shall the Contract Time or the Contract Price be increased if any District provided temporary utility service is discontinued or disrupted for any reason other than the District's non-payment of undisputed utility charges. If provided by the District, the Contractor may use the temporary electrical power and domestic potable water service in connection with the Work provided that: (i) the District may discontinue, limit or condition use of such services by a Contractor if the District reasonably determines that the Contractor has wasted such utilities, and (ii) the District shall not be liable to the Contractor, nor shall the Contract Time or the Contract Price be increased if any District provided temporary utility service is discontinued or disrupted for any reason other than the District's non-payment of undisputed utility charges. Notwithstanding any provision of the Contract Documents to the contrary, the Contractor shall not use District provided water supply in connection with any earthwork or grading operations; water supply for earthwork or grading operations shall be obtained by the Contractor, without adjustment of the Contract Time or the Contract Price, from an offsite source or mobile water delivery service. Further, notwithstanding the District providing a point of connection for the Contractor's telephone/data service at the Site, the Contractor is solely responsible for the payment of utility service charges therefor.

10. Mark-Ups on Changes to the Work. In the event of Changes to the Work, pursuant to Article 9 of the General Conditions, the mark-up for all overhead (including home and field office overhead), general conditions costs and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below.
 - 10.1. Subcontractor Performed Changes. For the portion of any Change performed by Subcontractors of any tier, the percentage mark-up on allowable actual direct labor and materials costs incurred by all Subcontractors of any tier shall be Fifteen Percent (15%). In addition, for the portion of any Change performed by a Subcontractor of any tier, the Contractor may add an amount equal to Five Percent (5%) of the allowable actual direct labor and materials costs of Subcontractors performing the Change; the foregoing mark-up shall not be applied to the Subcontractor mark-up.
 - 10.2. Contractor Performed Changes. For the portion of any Change performed by the Contractor's own forces, the mark-up on the allowable actual direct labor and materials costs of such portion of a Change shall be Fifteen Percent (15%).
 - 10.3. Bond Premium Costs. In addition to the foregoing mark-ups on the direct costs of labor and materials, a bond premium expense in an amount equal to the lesser of the Contractor's actual bond premium rate of One Percent (1%) of the total actual direct costs of labor and materials (before Subcontractor and Contractor mark-ups) will be allowed.
 - 10.4. Exclusions From Mark-Up of Actual Costs. Mark-ups on the actual cost of materials/equipment incorporated into a Change or for purchase/rental of Construction Equipment shall not be applied to any portion of such costs which are for sales, use or other taxes arising out of the purchase of materials/equipment and/or for purchase/rental of Construction Equipment.
11. Use of Project Allowance. If the Contract Price incorporates an Allowance, use of the Allowance shall be subject to the following.
 - 11.1. District Authorization. The Allowance is used only as authorized by the District. If the use of the Allowance is designated in the Contract Documents for specific purposes, use of any portion of the Allowance shall be limited to the specific purposes set forth in the Contract Documents.
 - 11.2. Allowance Costs. If use of the Allowance is authorized by the District, the Contractor shall prepare a detailed breakdown of all costs associated with the work defined for the

Allowance. These amounts will be charged against the Allowance by Change Order, based on final detailed payment receipts and back-up as required by Architect, and will include all costs of Work performed under the defined Work scope. If required by the District, Contractor shall obtain quotes for equipment from three separate vendors and present such quotes to District for consideration and selection.

- 11.3. Allowance Cost Limitations. The Contract Price is inclusive of all cost of coordination, supervision, bond costs, overhead and profit, supervision, installation and all indirect costs associated with performing the Work of each Allowance. Contractor shall be permitted to charge only its direct costs to perform the Allowance Work, as indicated through documentation approved by the District.
- 11.4. Deductive Change Order. At project closeout, any unused Allowance shall be credited to the District by deductive Change Order. Contractor shall not deduct costs such as bond costs, overhead and profit or other indirect costs when crediting any unused Allowance.
- 11.5. Costs Exceeding Allowance. If the costs to complete specific Work subject to an Allowance exceeds the Allowance, costs to complete the Work exceeding the Allowance shall be incorporated into a Change Order issued in accordance with the terms of the Contract Documents.

12. Rain Days. The Contractor’s Construction Schedules prepared pursuant to Article 7 of the General Conditions shall incorporate the Rain Days set forth below; there shall be no adjustment to the Contract Time on account of unusually severe weather conditions resulting from rainfall until the actual number of Rain Days exceeds the number of Rain Days set forth below. The Contractor’s Construction Schedule shall incorporate the following number of Rain Days for each Calendar Month of the Contract Time:

Month	Rain Days
January	four (4)
February	four (4)
March	three (3)
April	two (2)
May	two (2)
June	none
July	none
August	none
September	none
October	two (2)
November	three (3)
December	four (4)

13. Deferred Approval Items. The following Deferred Approval Items are incorporated into and made a part of the Work: Soil Improvement final sign off by CGS, Elevator Guide Rails and Support Bracket Anchorage, Aluminum Curtainwall System and Exterior Sun Control Devices connected to the Curtainwall System, photovoltaic system support frames and connection details to the stanchions or steel frames. The Contractor is responsible for preparing all materials necessary for DSA review and approval of Deferred Approval Items without adjustment of the Contract Time or the Contract Price.

14. Contractor/Subcontractor Insurance.

14.1. OCIP. *CONTRACTOR/SUBCONTRACTOR SHOULD REFER TO THE ACTUAL POLICIES FOR DETAILS CONCERNING COVERAGE, EXCLUSIONS, AND*

LIMITATIONS. IN THE EVENT OF ANY CLAIM OR QUESTION WITH REGARD TO COVERAGE PROVIDED BY THE OCIP, THE ORIGINAL POLICIES WILL PREVAIL AS THE SOLE BINDING AGREEMENT. OCIP POLICIES AND PROJECT INSURANCE MANUAL ARE AVAILABLE UPON WRITTEN REQUEST TO THE PROGRAM ADMINISTRATOR.

- 14.2. Off-Site Operations and Automobile Liability. The OCIP is for the benefit of the Owner and all Enrolled Contractors/Subcontractors who have on-site employees. OCIP coverage applies only to Work performed under the contract at the Project (see Section 1.1, B for definition). All Contractors must provide their own insurance for Automobile Liability and off-site locations, labor, and operations.

Policy of Insurance	Minimum Coverage Amount
Automotive Liability	One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate

- 14.3. Excluded Parties Insurance Requirements. Each Excluded Party to the OCIP policy shall obtain and maintain the following insurance coverages with at least the minimum coverage amounts noted below. No Excluded Party or any person employed by or affiliated with an Excluded Party shall be permitted on the Site or to perform any Work at the Site until the District is in receipt of Certificates of Insurance evidencing each of the following insurance coverages in the minimum coverage amounts set forth below. The Contract Price shall not be subject to adjustment for the costs or premium charges relating to insurance policies obtained by an Excluded Party.

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)
Automotive Liability	One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars (\$1,000,000)
Contractor's Pollution Liability (As applicable, if Subcontractor's work involves SWPPP, the removal of asbestos, the removal/replacement of underground tanks or the removal of toxic chemicals and substances)	Per Occurrence: One Million Dollars (\$1,000,000)
	Aggregate: Two Million Dollars (\$2,000,000)

[END OF SECTION]

COMPTON COMMUNITY COLLEGE DISTRICT
STUDENT HOUSING

DIVISION 01 - GENERAL REQUIREMENTS

01 01 00	Summary of Work	16
01 21 00	Allowances	3
01 23 00	Alternates	2
01 25 00	Contract Modification Procedures	9
01 29 00	Payment Procedures	5
01 30 40	Post Bid Interview	6
01 30 50	Construction Procedures Manual	77
01 31 00	Project Coordination	10
01 32 00	Acceleration of Work	3
01 33 00	Submittal Procedures	9
01 35 10	Alteration Project Procedures	4
01 42 00	References	4
01 43 80	Work Plan and Milestone Schedule	1
01 45 00	Quality Control	9
01 50 00	Temporary Facilities and Controls	10
01 56 39	Temporary Tree and Plant Protection	5
01 62 00	Product Options	2
01 63 00	Product Substitution Procedures	5
01 70 00	Cleaning	4
01 72 20	Field Engineering	4
01 73 00	Execution	11
01 73 20	Cutting and Patching	4
01 74 00	Warranties and Guarantees	2
01 77 00	Closeout Procedures	6
01 78 20	Project Record Documents	5
01 78 50	Operating and Maintenance Data	7
01 81 00	Commissioning	4

END OF SECTION

RFP CCC-081 STUDENT HOUSING PROJECT
Compton College

SECTION 010100 SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Work phases.
 - 4. Use of premises.
 - 5. Owner's occupancy requirements.
 - 6. Work restrictions.
 - 7. Specification formats and conventions.
 - 8. Deferred Approvals.
 - 9. Pollution Control.
 - 10. Storm Water Pollution Prevention Plan.
 - 11. Additional DSA requirements.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Student Housing at Compton College.
- B. Project Location: 1111 E. Artesia Blvd, Compton, CA 90221
- C. Owner: Compton College
- D. Architect: HPI Architecture.
- E. The Work consists of the following:
 - 1. The Work includes construction of Student Housing and as indicated on Drawings.
 - 2. The Work consists of two increments notwithstanding increment 1 & 2, all drawings constitute the project, and it will be treated as a single project:
 - 1 Increment 01 Scope of Work: Demolition of existing structures and site improvements, Soil Mitigation (Deep Soil Mixing), Underground Utilities and Above Ground Utilities and Rough Grading.
 - 2 Increment 02: Three Story Student Housing Building which includes pre-fabricated modular residential units and site-built support spaces.

RFP CCC-081 STUDENT HOUSING PROJECT
Compton College

Site improvements include an accessible paths of travel, fire department access, hardscape, landscape, (5) five parking stalls for loading unloading and (1) one van accessible parking stall.

3. The intent of these drawings and specifications is that the alteration, construction, rehabilitation or reconstruction is to be in accordance with Title 24, California Code of Regulations. Should any existing conditions such as deterioration or non-complying construction be discovered which is not covered by the contract documents wherein the finished work will not comply with Title 24, California Code of Regulations, a change order, or a separate set of plans and specifications, detailing and specifying the required repair work shall be submitted to and approved by Division of the State Architect before proceeding with the repair work.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime lump sum contract with a schedule of values identifying all scope of work.

1.5 WORK PHASES

- A. The Work shall be conducted in single phase.

1.6 USE OF PREMISES

- A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- B. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 1. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.
 2. Driveways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
 - c. Obtain and pay for the use of additional storage or work areas needed for operations.

1.7 OWNER'S OCCUPANCY REQUIREMENTS

- A. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
 2. Obtain DSA authorization from authorities having jurisdiction before Owner occupancy.
 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.8 WORK RESTRICTIONS

- A. On-Site Work Hours:
1. Work shall be generally performed inside the job site during normal business working hours of 7 a.m. to 5 p.m., Monday through Friday, except otherwise indicated.
 2. Weekend working hours per City of Compton.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
1. Notify Architect not less than two days in advance of proposed utility interruptions.
 2. Do not proceed with utility interruptions without Architect's written permission.
- C. Contractor to ensure all site and street lighting remain operational during all phases of construction to ensure campus safety. All required rerouting of electrical necessary for site lighting operation is included in the base bid of this contract.
- D. Contractor will ensure that the parking adjacent to the site remains operational for the District.

1.9 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 49- division format and CSI's MasterFormat 2004 numbering system.
1. Section Identification: The Specifications use Section numbers and titles to help cross- referencing in the Contract Documents. Sections in the Project

RFP CCC-081 STUDENT HOUSING PROJECT
Compton College

Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.

2. Division 1: Sections in Division 1 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
- a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.10 DEFERRED APPROVALS

- A. Deferred approval items are listed on Drawings.
- B. Contractor is solely responsible for obtaining all necessary approvals and all costs associated with obtaining the approval of DSA including all Architectural and Engineering fees for coordinating with DSA beyond review and shipping of two separate Contractor provided submittals. Do not commence installation of any deferred approval item until all approvals have been obtained.
- C. Deferred Approvals. Only where a portion of the construction cannot be adequately detailed on the approved plans because of variations in product design and/or manufacturer, the approval of plans for such portion, when specifically accepted by DSA, may be deferred until the material suppliers are selected provided the following conditions are met:
 1. The project plans clearly indicate that a deferred approval by DSA is required for the indicated portions of the work prior to fabrication and installation.
 2. The project plans and specifications adequately describe the performance and loading criteria for such work.
 3. An architect or registered engineer stamps and signs the plans and specifications for the deferred approval item. The architect or engineer in

RFP CCC-081 STUDENT HOUSING PROJECT
Compton College

general responsible charge of the design of the project shall submit the plans and specifications for the deferred approval item to the enforcement agency, with notation indicating that the deferred approval documents have been found to be in general conformance with the design of the building.

4. Fabrication of deferred approval items shall not begin without first obtaining the approval of plans and specifications by DSA.

D. Deferred Approval Submittals, General:

1. Submit initial deferred approval submittal to Architect within 35 calendar days from the date of issuance of Notice to Proceed, and before any materials are delivered to the job site. Contractor is solely responsible for obtaining all necessary approvals. Do not commence installation of any deferred approval item until all approvals have been obtained.
2. Product Data: Submit manufacturer's specifications and certified test reports made by an independent testing organization for each type and class of material to show compliance with code requirements and gain approval of DSA.
3. Shop Drawings: Submit complete shop drawings including dimensioned plans, elevations, and all details of typical sections and connections. Shop drawings shall show design loads and all details of the installation. Title sheet of shop drawings shall list testing requirements and shall state that licensed engineer shall review and certify the completed installation is in accordance with the approved shop drawings. Shop drawings shall be stamped, dated and signed by professional engineer licensed in the State of California as evidence of his or her responsibility for the work.
4. Shop drawings:
 - a. Format: 30' x 42" sheet format with border and title block identifying, at a minimum, the project name, project number, project location, date, contractor and structural engineer of record.
 - b. 1 set of reproducible shop drawings each submittal review.
 - c. 1 set of shop drawings in electronic format as required by the AOR
 - d. 1 set of reproducible shop drawings for each plan check review.
 - e. 1 set of reproducible shop drawings approved by DSA.
5. Calculations: Submit calculations prepared by a professional engineer licensed in the State of California. Engineer shall sign, date and stamp calculations as evidence of his or her responsibility for the work.
6. Submittals shall be approved first by the Architect, then by DSA.

1.11 POLLUTION CONTROL

- A. Provide positive methods, means and facilities required to prevent contamination of the soil, water or atmosphere by the discharge of noxious substances from the construction operations.

1.12 STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

- A. Comply with Storm Water Pollution Prevention Plan (SWPPP). Reference specifications and drawings by Civil consultant.
- B. Contractor is responsible for all dust control for the entire duration of the construction project, any fines and or fees occurring during construction are the responsibility of the General Contractor.

1.13 MISCELLANEOUS PROVISIONS

- A. General: Comply with the Project Conditions of Approval for both noise and dust control. If there is any conflict between drawings and specifications and the Project Conditions of Approval regarding noise and dust control, the Project Conditions of Approval shall govern.
- B. Noise Control:
 - 1. The General Contractor (GC) shall install noise reducing devices on construction equipment. Contractor shall comply with the requirements of the City and County having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction Equipment noise at the Site shall be limited and only as permitted by applicable law, rule or regulation.
 - 2. If noise from any Work disrupts or disturbs the students or faculty or the normal operation of the District, at the District's or Construction Managers (CM) request, the Contractor shall schedule the performance of all such Work outside of class hours or make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.
- C. Dust Control.
 - 1. The Contractor shall be fully and solely responsible for maintaining and upkeeping all areas of the Site and adjoining areas, outdoors and indoors, free from flying debris, debris, trash, grinding powder, sawdust, dirt, and dust as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory inconveniences to persons and Owner's personnel.
 - 2. Additionally, the Contractor shall take specific care to avoid deposits of airborne dust or airborne elements. Such protection devices, systems or methods shall be in accordance with the regulations set forth by the EPA and OSHA, and other applicable law, rule or regulation.
 - 3. Additionally, the Contractor shall be the sole party responsible to regularly and routinely clean up and remove any and all deposits of dust and other elements. Damage and/or any liability derived from the Contractor's failure to comply with these requirements shall be exclusively at the cost of the Contractor, including, without limitation, any and all penalties that may be

RFP CCC-081 STUDENT HOUSING PROJECT
Compton College

incurred for violations of applicable law, rule or regulation, and any amounts expended by the Owner to pay such damages shall be due and payable to the Owner on demand.

4. Contractor shall replace any damages property or part thereof and professionally clean any and all items that become covered or partially covered to any degree by dust or other airborne elements.
 5. If classes are in session at any point during the progress of Work, and, in the Owner's reasonable discretion, flying debris, grinding powder, sawdust, dirt or dust from any Work disrupts or disturbs the students or faculty or the normal operation of the college, at the Owner's request, the Contractor shall schedule the performance of all such Work around normal college hours and make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.
 6. GC to procure and provide for the entire duration of project a temporary water meter to connect to an existing fire hydrant. GC is responsible for all water uses for the project including during pre-watering, grading, dust control, deep soil mixing, water testing, and any other project related to activity requiring water. GC responsible for any fines and or fees related to the temp water meter and water usage as it relates to this project.
 7. GC will provide onsite/offsite dust control and street sweeping services as it relates to the project for the duration of the project as requested by the District or authorized representative.
- D. Provide a certified survey by a California Licensed Certified Surveyor for all layouts, benchmarks, height confirmations, modular placement confirmations, prior to actual performance of the work shown in the plans for this project and for As-Built drawings of this project. All heights and dimensions as shown in the drawings to be confirmed by GC prior to any inspection request.
- E. From time to time throughout the project, the contractor may be required to install and relocate the temporary fencing and erosion control to accommodate access to the site for construction or District access.
- F. GC to provide an approved and illuminated path of travel that will be required for students, staff, ADA access, and parking around the site. Contractor responsible for all conduit wiring lighting, and related equipment for the site, contractor will work with the District and the construction manager to guarantee that an illuminated path of travel is always provided for students and staff utilizing the surrounding sidewalks and parking lot.
- G. This Contractor will have sole responsibility for providing all required temporary services of toilets, water, safety, barricades, dumpsters, staging areas, trucking from staging areas to crane foot, trucking from manufacturer to staging area, additional mobilizations as required, temporary signage for way finding, protections, locks, gates, windscreens, k-rail, construction access, rumble plates, and temporary fencing for this contract. These temporary facilities include but are not limited to self-contained toilet units / sanitary facilities,

RFP CCC-081 STUDENT HOUSING PROJECT
Compton College

temporary roads and paved areas, maintaining fire lane access at all times during construction, facilities for dewatering (from any source of water) and drains, project identification and temporary construction signage, trash disposal facilities, environmental protection, storm water control, tree and plant protection, pest control, barricades, traffic control flagmen with radio, (daily at all points of delivery and/or exiting of materials, waste etc. as required), security, warning signs and lights, temporary enclosures, temporary partitions, temporary fire protection and fire extinguishers. This Contractor is also responsible for providing daily cleanup, street cleaning, and dust control surrounding the area of work affected by the construction activities for this project. Maintain and/or rework fencing, barricades, and paths of travel on a daily basis and/or as described in Division 01, Section 01 50 00, Temporary Facilities and Controls or as directed by the Construction Manager.

- H. GC is responsible for obtaining and providing an offsite staging area for the modulares and paying all related rents, clearings and grubbing, grading, erosion control, temporary paving, demo, fees, security, insurance, transportation, permits, and temp fencing.
- I. All security required for this project will be provided by GC and will be coordinated with the Campus Police. Contractor has sole responsibility to provide security within the construction fence area as well as any offsite areas related to the project.
- J. This contractor will hire an underground utility locating company to ensure that all underground utilities are properly identified. See the Construction Manager for the existing map for reference only.
 - 1. This contractor will identify all utilities in the demolition areas and ensure that all utilities are properly capped and safe-off.
 - 2. Any and all utilities that are found within the work area must be properly identified, confirmed operational and capped or rerouted if the utility is needed for the buildings that are to remain occupied.
 - 3. Contractor to repair any damage to deep soil mixing columns as required to the satisfaction of the Geotech of Record (GOR) and Inspector of Record (IOR), for example damage occurring during utility installation. GC to cover all costs associated with repairs as it relates to the project.
 - 4. Install connection of MEP fire sprinklers and low voltage lines and any other interior communication and utility lines. All interior/exterior utility connections in the modular/site-built buildings are the responsibility of the GC to the satisfaction of the DSA inspector and the District.
- K. Contractor will ensure that all construction traffic does not impede into the student/staff parking areas. All construction traffic must have flagmen to ensure that there are no disturbances to the campus operations. Early morning deliveries are preferred and/or Friday and Saturdays are better days for delivery and trucks. GC responsible for traffic control/flagman for the duration of construction.
- L. This contractor understands that this contract and construction will be conducted under the Occupied Site Protocol. All activities outside of the work

RFP CCC-081 STUDENT HOUSING PROJECT
Compton College

area: i.e. Deliveries, Parking, Staging, outside of the designated work area must be scheduled and approved by the District two weeks prior. This will allow the District ample time to provide a notification to the Students and Staff. Any damage to the District's property outside of the work area will be the contractor's responsibility to repair or replace immediately.

- M. This contractor will be responsible and has included within their base bid the site clearing, grubbing, demolition of: existing concrete, existing structures, plants, irrigation, footings, and piles, utilities, vegetation, underground roots, signs, benches, lights, pergolas, poles, pads, bollards, walls, fences, stubs, trees, and other misc. landscaping, flatwork, and work within the over-excavation area for the new buildings. GC to confirm prior to commencement of work that all elements of the existing buildings have been removed including any footings and our underground utilities, wires, irrigation, etc. GC to coordinate with the District prior to removal of any trees.
- N. Ensure that all Irrigated areas to remain are tested to provide proper coverage. This contractor will have the sole responsibility to ensure that the areas are re-established and properly irrigated utilizing the existing controls and timers. This contractor will be responsible for ensuring that all irrigation systems are properly protected in place. Any damage to these irrigation systems will be the sole responsibility of this contractor to re-establish in proper working order. All repairs to the irrigation lines will be with schedule 40 pipe and schedule 80 couplers unless otherwise noted. This contractor will maintain watering to all trees and grass along the perimeter of construction site until final completion. New landscaping to be water for a minimum of 90 days or until established.
- O. This contractor will provide all underground utilities to include but not be limited to: Electrical Underground Boxes, Pull Boxes, Electrical Service, Trenching, conduits, 6" Red Slurry Mix, Fire water pipe, plumbing, Domestic water pipe, and irrigation Water and Water connections. Irrigation lines to include Capping, Realign Irrigation, and irrigation controls. Include gas line, sewer line, storm drain, pre-insulated chilled water supply and return lines if applicable, communication, UG pathways and any other UG Utility lines.
- P. All displaced soils will be coordinated with the Construction Manager for remaining on site and stockpiled in the proper location. GC responsible for all import and export of dirt, excavation, removal, dirt spoils from ventilated space under modules, elevator pits, coordination of deep soil mixing locations, utility coordination with deep soil mixing locations, and will be responsible to confirm guarantee that the soil is suitable for the site and does not contain any contaminants. GC responsible for exporting contaminated soil to a proper facility. All imported soil to be approved by GOR+IOR prior to placement.
- Q. This contractor will conduct weekly meeting with the onsite contractors and any contractors that need to be involved with coordination of upcoming events and/or installations. This contractor will invite the District and Construction Managers to each and every construction weekly meeting. This will also include all special coordination meetings: i.e. Original Lay Out coordination meeting for grading, concrete, utilities, and structural, Rough Opening and

RFP CCC-081 STUDENT HOUSING PROJECT
Compton College

backing meetings, an erecting plan and meeting, imbed coordination meeting, Low Voltage coordination meeting, MEP coordination meeting with the Structural Engineer-Architect-Steel contractor, Attic Spac coordination meeting, pre-roofing conference with the Roofing Manufacturer representative, all metal cladding backing and installation coordination meetings, etc..

- R. This Contractor is to adhere to the following submittal schedule shown as Calendar Days.
1. Executed contract. Five (5) Days from the District's issuance of a Notice of Intent.
 2. Submittal Schedule Twenty Five (25) Days from the District's issuance of a Notice to Proceed.
 3. Shop Drawing Schedule Sixty (60) Days from the District's issuance of a Notice to Proceed.
 4. Procurement schedule with all copies of purchase orders and subcontractor agreements. Twenty Five (25) Days from the District's issuance of a Notice to Proceed
 5. Manufacturing schedule with all long lead and special inspection requirements. Forty Five (45) Days from the District's issuance of a Notice to Proceed
 6. Delivery schedule. Forty Five (45) Days from the District's issuance of a Notice to Proceed
 7. Detailed construction schedule. Five (5) Days from the District's issuance of a Notice to Proceed
- S. This Contractor is to inspect all materials delivered to the site for damage. Store materials on site in enclosures or under protective covering out of direct sunlight. Do not store materials directly on ground. Keep pipes inside and fittings free of dirt and debris.
- T. Provide adequate cribbing, sheathing, and shoring as necessary to safely retain the earth sides of excavations and trenches from caving and other damage resulting from excavating, together with suitable forms of protection against property damage and bodily injury to personnel employed on the work and the general public. Contractor is responsible for the design, installation, and maintenance of required cribbing and shoring, and shall meet the approval of the Cal/OSHA and local governing agency requirements. The contractor to hand dig adjacent to high-pressure water line any removals to avoid damaging the line. GC to coordinate with the District, CM, and dig alert prior to work to confirm locations where hand digging might be necessary.
- U. GC to submit a Crane plan to the District for approval prior to working onsite. Crane/Halo/Rigging/spreader bars to be adequate size for the project, GC responsible for all requirements associated with crane and halo rigging. Crane location and delivery to be coordinated with the District to limit interruption. Crane placement and maneuvering will not hinder students path of travel during school hours. Crane sizing, access review to be the responsibility of the GC. Contractor to pay for permits, setup/ tear down, parking, transportation, and any other approvals and fees required related to the crane. Mobile crane

RFP CCC-081 STUDENT HOUSING PROJECT
Compton College

and operator/crew as needed for the duration of the project. Provide and maintain all equipment and fuel for equipment (crane, forklifts, man-lifts, etc.) to complete crane set and structural connections. GC responsible for any crew housing and per diem, crew and equipment transportation, modular box weather protection, rigging and packaging requirements, modular box setting, removal of temporary framing and corridor ceilings and stair boxes, sill plate installation, setting of boxes, installation of wood sleepers at marriage lines and perimeter between levels of boxes, interior corridor floor substrate installation at mate lines, rough stair installation, any required specialty equipment like boom lifts etcetera including fuel cost, nails and fasteners, crane and operator, cribbing, welding as required, ropes, chains, etc...

- V. Continuous site cleanup, which includes street cleaning of perimeter road, parking lot and sidewalks, sweeping, litter removal, and housekeeping and daily cleanup of site is mandatory, sandbag/silk fences/straw waddle replacement when necessary, weekly cleanup of the site perimeter. This Contractor shall put debris in its own debris boxes and/or remove debris from site at this contractor's own expense prior to the end of the work day or as directed by the Construction Manager. All debris boxes and containers shall be kept free of graffiti at all times. If this Contractor fails to perform daily clean up, the Construction Manager upon written notice to the Contractor shall order that clean up done at this Contractor's expense and adjust Contractors contract Accordingly.
- W. This Contractor is to provide all white glove clean up scope of work for the surrounding site for the entire project, including but not necessarily limited to removal of all residual trash created during this contractor's scope of work. Cleaning up must have the Districts final approval through the Construction Manager. GC is responsible for modular interior cleaning at plant prior to delivery, final interior cleaning prior to District acceptance and student move-in, power wash exterior as needed, and clean all windows/storefronts/doors to a like new finish.
- X. Contractor Personnel - The District has complete authority to review and approve selection of this Contractor's field and office personnel for this project. The District has authority to request replacement of any Contractor personnel for reasons determined by the District. This Contractor shall maintain the same approved personnel throughout the entire duration of the project at the District's discretion. This Contractor will, at the time of award of work, furnish a list of persons assigned to the Project showing their titles and telephone numbers. Emergency telephone numbers shall also be provided for the after hour use by the District.
- Y. All mandrel testing to take place prior to DSA inspection of conduit, so cal Edison approved method of mandreling to be completed prior to backfilling
- Z. GC responsible for looking at weather forecast that might affect modular transport and/or installation. The District is not responsible for contractor's lack of due diligence when it comes to scheduling during weather events that might

RFP CCC-081 STUDENT HOUSING PROJECT
Compton College

include rain/snow/lightning/tornadoes/wind/ hail etc... Weather forecasting to be included in the GC's three week schedule look ahead.

- AA. All windows and weather resistant barriers for modular units to be Installed prior to leaving the factory. Secure and seal weather resistant roof material (EPDM or other material) on all levels, mate lines, and parapet walls to prevent moisture penetration using flaps of EPDM or other material provided by GC. Protect Modular Units at all times during installation from weather damage including afterhours risks such as high winds or heavy rains, snow, etc. Provide adequate staging areas with suitable all-weather surface and maintain acceptable access throughout duration of delivery of Modular Units, the shuttle of Modular Units from site staging area to crane site, and crane set services on site (mud, sand or other soft soil compaction, grading, application of traction enhancing material as needed, etc.) Storage area should be capable of storing 75% of the Modular Unit count at any given time. Maintain and repair Building wrap, skins, temporary roof weatherproofing and any other temporary Building weatherproofing after set crew has completed their scope of work and prior to/during on-site (OSBO) siding and roof completion. GC is responsible for damage to the Modular Units or Building and any damage resulting from failure to maintain or repair Building wrap or roof weather proofing. GC responsible for removal of any temporary water proofing.
- BB. Contractor responsible to perform their own GPR (Ground Penetrating Radar) investigation, and pothole investigation prior to demo and grading/DSM.
- CC. Flag and caution tape with barriers as needed for above ground and underground items to be protected in place.
- DD. GC responsible for all temp power including temp power poles and generators as needed for the duration of the project until permanent power is achieved. The general contractor will bear all cost related to temp power including temporary generator cost. At all times, the GC provided construction trailer for the CM must have functional power for lighting/internet/and AC.
- EE. Provide scaffolding as required. Scaffolding will need to be coordinated with site built and modular construction. As the modules are placed, scaffold can be coordinated to be placed consecutively. Contractor to provide scaffold plan which will need to be reviewed and approved by the District. Daily safety inspection and signoff of the scaffold is required by the GC.
- FF. Provide an offsite staging area for the modular units.
- GG. GC to provide temporary roofing material as required. Provide temporary roofing to protect from water damage as needed contractor is responsible for all damage to the modular and site build structures. GC responsible for removing any temporary waterproofing prior to placement of the modules.
- HH. GC to provide temporary sewer bypass when the GC is installing the new sewer line and sewage lift station. This bypass will remain operational until the final sewer pump and associated materials are accepted by the IOR and functioning to full capacity.

RFP CCC-081 STUDENT HOUSING PROJECT
Compton College

- II. GC will Water test the roof to confirm no leaks prior to interior drywall and finishes being placed. Manufacturer to certify the roof prior to scaffold being removed.
- JJ. GC responsible for delivery of modules, flaggers, escort cars, patrol cars, GC must obtain necessary local state federal approvals required for transport.
- KK. GC will not be allowed to utilize any of the existing parking stalls without purchasing a District parking permit. Contractor will need to coordinate with the District parking. Contractor will be responsible for any repairs needed in he parking lot to its original form. GC will be responsible for installing any required ADA signage at parking stalls.
- LL. Provide diagrammatic map of location of construction trailers, generators, covered break stations, entry, wash stations, dumpsters, storage binds, parking, and porta potties to be submitted and approved by the district. All items must be contained within the site.
- MM. Smoking is prohibited anywhere on the jobsite including in-doors and outdoors. Failure to comply will result in the immediate removal of the offender from the jobsite at the expense of the General Contractor.
- NN. No pets are allowed at anytime in the jobsite or staging areas without the written approval from the District.
- OO. Provide closeout material including warranties and as-builts and added stock. As builts to districts satisfaction shall be submitted at the end of the project in hard copy and digital format. Include five copies of closeout documents including electronic copies. As-built plans to be given electronically and hardcopy at closeout and legible. Attic stock to include minimum 5% of material installed unless otherwise noted.
- PP. Provide job site signage including project description and project safety as required by the District. Sign to include a visual graphic of the building and include the names is a visual fashion of the District/ Architect/ CM/ Contractor/ Board Members/ Grant information. Sign to be protected with anti graffiti coating and size of color graphics sign to be 20 square feet mounted on plywood on 15 foot tall post embedded in the ground able to withstand wind loads. District to approve graphic on signage prior to placement, sign will need to be installed prior to any grading operations unless otherwise directed by the CM or District.
- QQ. CM job trailer to have like new ceiling tiles with no tears scratches or cracks, CM trailer to have a water cooler with water for the duration of the project. Provide bookshelves, Internet, and electricity and running water in the CM job trailer. For the duration of the project, the CM job trailer will be supplied with soap, paper towels, hand towels, silverware, microwave, paper plates, paper cups, post lts, tape, paper, tape dispensers ,staplers, copier Xerox scanner, 11 by 17 paper an 8 1/2 by 11 paper, a minimum of three parking stalls for the CM trailer, door lock, air conditioning, sewer connection, carpet tiles ,flooring in like new condition, window blinds, 3 flashlights, 100 n95 masks, three new hard hats, pens, notepads, 20 new safety goggles. In the CM trailer GC to provide

RFP CCC-081 STUDENT HOUSING PROJECT
Compton College

- 4 new 27 inch HP or Dell monitors with hookups, and one minimum 42" smart board.
- RR. Mateline detailing and completion to be completed to the architects satisfaction.
- SS. Over excavation, staging, off site storage, shuttle coordination, foundation review, and site access review to be the responsibility of the General Contractor.
- TT. Contractor scope to include setup and coordination of ground breaking/topping off/ and grand opening ceremonies as they pertain to the General contractor .
- UU. Contractor responsible for layout where to place modulars and how to sequence them and how to code a number the actual modulars to know where they are placed in the building.
- VV. Contractor responsible for any on site repairs due to transit damage including: cracks, paint, doors, tile, shelves, casework, windows, etc...
- WW. DSA inspector to be present at the factory building the modular units to inspect each one. The inspector must be given access where is required for them to inspect. It is the GC's responsibly to ensure the DSA inspector signs off and approves each modular unit before it leaves the factory.
- XX. Provide temp ramp walkway if required by the district to meet ADA compliance
- YY. Mockup to be provided at the factory manufacturing the modular units, mockup to be of a lower unit with the most structural framing and to include a kitchen and the bathroom component. Mockup to also include communal bathroom that shows shower, toilet, and sink component.
- ZZ. Contractor is responsible for any hall route documentation and or approvals from the District, local jurisdiction, State, Federal, and any other approvals required for delivery of material/equipment, including modulars. .
- AAA. General contractor responsible for any insurance requirements to protect their own material and the material of their subcontractors and equipment for the duration of the project.
- BBB. Contractor responsible for printing and all reprographics required by them and the subcontractors without reimbursement.
- CCC. Modular Transportation and On-Site Staging
1. GC to Coordinate and transport Modular Units from Factory to designated Project staging area.
 2. Provide and pay for any related costs to receive the Modular Units at the storage site including but not limited to, storage location leases, labor, materials, insurance, safety, and security.
 3. Provide cribs for temporary storage of Modular Units at storage site and Project Site, and provide labor to assist driver to unload Modular Units onto the cribs (typically 10 cribs per full length Modular Unit).
 4. Shuttle any Modular Units from offsite staging areas to Project Site. Provide permitting, traffic control, flagging and pilot cars as required.

RFP CCC-081 STUDENT HOUSING PROJECT
Compton College

1.14 ADDITIONAL DSA REQUIREMENTS

- A. Comply with the following:
1. Compliance with Title 24, for Parts 1-6 and 9.
 2. Title 24, Parts 1-5 shall be kept on site during construction.
 3. All addenda must be signed by Architect and approved by DSA. (Section 4-338, Part 1)
 4. All substitutions affecting DSA regulated items shall be considered as a Change Order or Addenda, and shall be approved by DSA prior to fabrication and installation. (IR-A6) (Section 4-338(c), Part 1)
 5. Change Order and Field Change Directives (Preliminary Change Orders) (Section 4-338 (c), Part 1) must be signed by all the following:
 - a. A/E of Record.
 - b. Owner (change order only).
 - c. SEOR (when applicable).
 - d. Delegated Professional Engineer (when applicable).
 - e. DSA.
 6. Project Inspector and testing lab must be employed by the school district and approved by all of the following:
 - a. A/E of Record.
 - b. SEOR (when applicable).
 - c. DSA.
- B. Tests and Inspections - Chapter 17A:
1. All tests shall be performed by a testing facility acceptable to the architect and DSA. The testing facility shall be directly employed by the school district and no other entity or individual. Section Title 24, Part 1, Section 4-335(b).
 2. Test reports shall be addressed to, and sent to, the school district by the testing facility. Copies of all test reports shall be sent to DSA, the architect, the structural engineer, and the project inspector by the testing facility. All reports shall be sent within 14 days of the date of the test. See Title 24, Part 1, Section 4-335(d).
 3. A Verified Report, signed by the California licensed civil engineer in charge of the testing facility which conducted the tests, shall be submitted to DSA upon completion of the project. The verified report shall state that all tests and inspections were made as required by the DSA approved documents. If the tests or inspections indicate that materials or workmanship did not meet the requirements of the DSA approved documents, the Verified Report shall list all noncompliant work. A copy of all test reports involving unresolved noncompliant work shall be attached to the Verified Report. In the event that not all required tests or inspections were made by the testing facility making this verified report, those tests and inspections not made shall be listed on the Verified Report. See Title 24, Part 1, Section 4-335(e).

RFP CCC-081 STUDENT HOUSING PROJECT
Compton College

PART 2 - PRODUCTS (Not Used)
PART 3 - EXECUTION (Not Used)
END OF SECTION 011000

COMPTON COMMUNITY COLLEGE DISTRICT

ALLOWANCES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Allowances which the Contractor shall provide for designated construction activities in the Work and in this bid.
- B. The provisions in this Section only apply if the Owner includes Allowances in the Contract.

1.2 RELATED DOCUMENTS

- A. The Conditions of the Contract and other section of Division 01 apply to this section as fully as if repeated herein, including Section 01 01 00 – Scope of Work.

1.3 DESCRIPTION OF REQUIREMENTS

- A. Definitions and Explanations: Certain requirements of the construction related to each allowance are indicated and specified. The Allowance has been established by the Owner and represents selection by the Owner of selected Sub-Contractors for designated portions of the work specified and shown.
- B. Types of allowance scheduled herein for the Work include lump sum cash allowances. Include all allowances in Contract sum, and identify all allowances in Schedule of Values as separate line items.
- C. Selection and Purchase: At earliest feasible date after award of contract, advise the Architect/Engineer of scheduled date when final selection and purchase of each product or system described by each allowance must be accomplished in order to avoid delays in performance of the Work.
 - 1. Establish date by which Prime Contractor must enter into contract and coordinate with sub-contractor responsible for work defined by allowance.
 - 2. Establish date by which final list of products must be established for purchase of products and systems as specifically selected by the District.

COMPTON COMMUNITY COLLEGE DISTRICT

1.4 DEFINITIONS AND DESCRIPTION OF REQUIREMENTS

- A. Cash Allowance Criteria
1. The Allowance is used only as directed by the Owner.
 2. The Allowance is used exclusively for the Owner's purposes and for scope(s) of work as directed by Owner.
 3. The sub-contractor will prepare detailed breakdown of all costs associated with the work defined for the Allowance. These amounts will be charged against the Allowance by Change Order, based on final detailed payment receipts and back-up as required by Architect/Engineer, and will include all costs of work performed under the defined work scope.
 - a. If required by Owner, Contractor shall obtain quotes for equipment from three separate vendors and present to District for consideration and selection.
 4. Contractor shall include in the base bid contract amount all cost of coordination, supervision, bond costs, overhead and profit, supervision, installation and all indirect project costs associated with performing the work of each Allowance. Contractor shall be permitted to charge only its direct costs to perform the work, as indicated through documentation approved by the District.
 - a. At project closeout, any unused Cash Allowance amounts shall be credited to the Owner by Change Order. Contractor shall not deduct costs such as bond costs, overhead and profit or other indirect costs when returning any unused Cash Allowance amounts.
 - b. Changes that exceed the scope of work or amount of each Allowance covered by each allowance will be processed as a Change Order per Contract Documents.

PART 2 – PRODUCTS - (Not Applicable)

PART 3 – EXECUTION

3.1 SCHEDULE OF CASH ALLOWANCES

COMPTON COMMUNITY COLLEGE DISTRICT

1. This Contractor will provide a \$2,500,000.00 Allowance which is to be included in the base bid. This allowance is to be used at the District's discretion for unforeseen conditions and/or District authorized scope modifications.

COMPTON COMMUNITY COLLEGE DISTRICT

ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for Alternates.
- B. Definition: An Alternate or Alternate Bid is an amount proposed by Bidders and stated on the Bid Form for certain construction activities defined in the Bidding Requirements that may be added to or deducted from Base Bid amount if the College District decides to accept a corresponding change in either the amount of construction to be completed, or in the products, materials, equipment, systems or installation methods described in Contract Documents.
- C. Coordination: Coordinate related Work and modify or adjust adjacent Work as necessary to ensure that Work affected by each accepted Alternate is complete and fully integrated into the project.
- D. Notification: Immediately following the award of the Contract, prepare and distribute to each party involved, notification of the status of each Alternate. Indicate whether Alternates have been accepted, rejected or deferred for consideration at a later date. Include a complete description of negotiated modifications to Alternates.
- E. A "Schedule of Alternates" is included as an attachment at the end of this section.
 - 1. Include as part of each Alternate, miscellaneous devices, accessory objects and similar items incidental to or required for a complete installation whether or not mentioned as part of the Alternate.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Division-1 Specification Sections, apply to this Section.
- B. Bid Form

PART 2 – PRODUCTS - (Not Applicable)

COMPTON COMMUNITY COLLEGE DISTRICT

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

1. There are no alternates for this bid.

END OF SECTION

COMPTON COMMUNITY COLLEGE DISTRICT

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for making modifications to the contract including:
 - 1. Change Orders/Allowance Usage
 - 2. Construction Change Documents (see General Conditions)
 - 3. Contract Credits
 - 4. Contract Additions
 - 5. Construction Change Directives
 - 6. Emergency Change Directives (see General Conditions)
 - 7. Instructions

- B. Modifications:
 - 1. Provide full written data required to evaluate contract modifications, including breakdown of labor, material, equipment and description of work with unit costs for each category.
 - 2. Maintain detailed records of work done on a time-and-material basis.
 - 3. Provide full documentation for all proposed Change Orders to the Architect for his review.

- C. Designate in writing the member of Contractor's organization:
 - 1. Who is authorized to accept changes in the Work.
 - 2. Who is responsible for informing others in the Contractor's employ of the authorization of changes in the Work.

COMPTON COMMUNITY COLLEGE DISTRICT

1.2 RELATED SECTIONS

- A. Addenda: All issued Addendums
- B. Agreement: The amounts of unit prices if any as established in the Contract.
- C. General Conditions Article 9, Changes in the Work.
- D. Section 01 33 00 - Submittals
- E. Section 01 63 00 - Product Substitution Procedures

1.3 REFERENCES

- A. Change Order Requirements per Title 24 Part 1 CCR.
 - 1. Changes in the plans and specifications are to be made by addenda or Change Orders or construction change documents approved by the Division of the State Architect, Title 24 Part 1 Section 4-338.
 - 2. Change Orders: Changes or alterations of the approved plans or specifications after a contract for the work has been awarded are to be made by means of Change Orders. State the reason for the change and provide supplementary drawings where necessary. Change Orders must be manually signed by the Architect or Engineer in general responsible charge of observation of the work or by the Architect or Engineer delegated responsibility for observation of the portion of the work affected by the Change Order.
 - 3. Change Orders are required to bear the approval of the School Board or their authorized representative upon delegated authority.
 - 4. One original signed copy by all parties of each Change Order is required for the files of the Division of the State Architect.

1.4 PRELIMINARY PROCEDURES

- A. The Architect or College District may initiate changes by submitting a Request For Quotation. The request will include:

COMPTON COMMUNITY COLLEGE DISTRICT

1. Detailed description of the Change, Products, and location of the change in the Project. Changes may include additions and deletions from the Contract.
 2. Supplementary or revised Drawings and Specifications.
 3. The projected time span for making the change and a specific statement as to whether overtime work is, or is not, authorized.
 4. A specific period of time during which the requested price will be considered valid.
 5. Such request is for information only, and is not an instruction to execute the changes, nor to stop Work in progress.
- B. Contractor may initiate changes by submitting a written Allowance Usage Request or Proposed Change Order Request to the Architect or College District containing:
1. Description of the proposed change.
 2. Statement of the reason for making the changes.
 3. Statement of the effect on the Contract Sum/ Contract Price and the Contract Time.
 4. Statement of the effect on the Work of separate contractors with breakdown of costs for labor, materials and equipment.
 5. Documentation supporting any change in Contract Sum/ Contract Price or Contract Time, as appropriate.

1.5 CONSTRUCTION CHANGE DIRECTIVES

- A. In lieu of Proposal Request, the College District through the Construction Manager may issue, a Construction Change Directive (also referred to as an Immediate Change Directive in the General Conditions) for Contractor to proceed with a change which shall state a basis for adjustment, if any, in the Contract Sum/ Contract Price or Contract Time, or both.
- B. Authorization will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change, and will designate the method of

COMPTON COMMUNITY COLLEGE DISTRICT

determining any change in the Contract Sum/ Contract Price and any change in Contract Time.

- C. The College District and Architect will sign and date the Construction Change Directive as authorization for the Contractor to proceed with the changes.
- D. Contractor may sign and date the Construction Change Directive to indicate agreement with the terms therein.

1.6 DOCUMENTATION OF PROPOSALS AND CLAIMS

- A. Support each quotation for a lump-sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow the Architect/Engineer and College District to evaluate the quotation.
- B. On request provide additional data to support time and cost computations:
 - 1. Labor required in hours with unit costs.
 - 2. Equipment required.
 - 3. Products required in units.
 - a. Recommended source of purchase and unit cost.
 - b. Quantities required.
 - 4. Taxes, insurance and bonds.
 - 5. Credit for Work deleted from Contract, similarly documented.
 - 6. Overhead and profit.
 - 7. Justification for any change in Contract Time.
- C. Support each claim for additional costs, and for work done on a time and material basis, with documentation as required for a lump-sum proposal, plus additional information:
 - 1. Name of the College District's authorized agent who ordered the work, and date of the order.
 - 2. Dates and times work was performed, and by whom.

COMPTON COMMUNITY COLLEGE DISTRICT

3. Time record, summary of hours worked, and hourly rates paid.
 4. Receipts and invoices for:
 - a. Equipment used, listing dates and times of use.
 - b. Products used, listing of quantities.
 - c. Subcontracts.
- D. Document requests for Substitution of Products as specified in Section 01 63 00.

1.7 CONSTRUCTION CREDITS

- A. Work deleted and no work has been completed by the Contractor: Work deleted from the contract is to be credited back to the District and subtracted from the contract amount. Credits are to be included in Change Orders.
1. Contractor shall credit back to the District total value for the work deleted from the contract. Cost of credits shall be determined by the amount stated in the Contractor's Schedule of Values.
 2. Where the value of credits cannot be determined from the Contractor's Schedule of values, total value of the credit is to be determined by the cost of materials, labor, overhead and profit, insurance, bonds, etc. All General Contractor, Subcontractor and Material Supplier levels of the Contract are to be included in the total value of credits back.
 3. No amount at any level of the contract shall be withheld from credits for overhead and profit, insurance, bonds, time delays, construction schedule changes and administrative expenses.
- B. Work deleted and a portion of the work has been completed by the Contractor: Work deleted from the contract is to be credited back to the District and subtracted from the contract amount. Credits are to be included in Change Orders.
1. Contractor shall credit back to the District the total value of the work deleted from the contract less any work already

COMPTON COMMUNITY COLLEGE DISTRICT

completed on the credit item. Cost of credits shall be determined by the amount stated in the Contractor's Schedule of Values less any work already completed. Completed work may include cost of shop drawings, submittals, site preparation, partially completed work on the credit item or other expenses related to the item.

2. Where the value of credits cannot be determined from the Contractor's Schedule of values, total value of the credit is to be determined by the cost of materials, labor, overhead and profit, insurance, bonds, etc. All General Contractor, Subcontractor and Material Supplier levels of the Contract are to be included in the total value of credits back.
3. An amount equal to the percentage of work already completed on the deleted item may be withheld from credits back for overhead and profit, insurance, bonds, construction schedule adjustments and administrative expenses, as indicated in the General Conditions (Section 00700).

1.8 PREPARATION OF CHANGE ORDERS

- A. The Architect or Construction Manager will prepare each Change Order.
- B. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- C. Change Order will provide an accounting of the adjustment in the Contract Sum/ Contract Price and in the Contract Time.

1.9 LUMP-SUM/FIXED PRICE CHANGE ORDER

- A. Content of Change Orders will be based on either:
 1. The College District's Proposal Request and Contractor's responsive Proposal as mutually agreed with the College District.
 2. Contractor's Proposal for a change, as recommended by the College District or their authorized agent.
- B. The College District, Division of the State Architect and Architect or Engineer in responsible charge will sign and date the Change

COMPTON COMMUNITY COLLEGE DISTRICT

Order as an authorization for the Contractor to proceed with the changes.

- C. The Contractor will sign and date the Change Order to indicate agreement with the terms therein.

1.10 UNIT PRICE CHANGE ORDER

- A. Content of Change Orders will be based on either:
 - 1. The College District's definition of the scope of the required changes.
 - 2. Contractor's Proposal for a change, as recommended by the College District or Authorized Agent.
 - 3. Survey of completed work.
- B. The amounts of the unit prices to be:
 - 1. Those stated in the Agreement.
 - 2. Those mutually agreed upon between College District and Contractor.
- C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:
 - 1. The College District and Architect or Engineer in responsible charge will sign and date the Change Order as authorization for Contractor to proceed with the changes.
 - 2. Contractor is to sign and date the Change Order to indicate agreement with the terms therein.
- D. When quantities of the items cannot be determined prior to start of the work:
 - 1. The College District through the Architect will issue a Construction Change Directive directing the Contractor to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.
 - 2. At completion of the change, the College District or its authorized agent will determine the cost of such work based on the unit prices and quantities used.

COMPTON COMMUNITY COLLEGE DISTRICT

3. The Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Contract Time.
4. The College District, Division of the State Architect and Architect or Engineer in responsible charge will sign and date the Change Order as authorization for the Contractor to proceed with the Changes.
5. The Contractor will sign and date the Change Order to indicate agreement with the terms therein.

1.11 TIME AND MATERIALS CHANGE ORDER/CONSTRUCTION CHANGE DIRECTIVE:

- A. The College District through the Architect will issue a Construction Change Directive directing Contractor to proceed with the changes
- B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article 1.6, "Documentation of Proposals and Claims," of this Section.
- C. The College District or its authorized representative will determine the allowable cost of such work, as provided in General Conditions and Supplementary Conditions.
- D. The College District, Division of the State Architect and Architect or Engineer in general responsible charge will sign and date the Change Order to authorize the change in Contract Sum/ Contract Price and in Contract Time.
- E. The Contractor will sign and date the Change Order to indicate agreement with the terms therewith.

1.12 INSTRUCTIONS

- A. Architect's Supplemental Instructions:
 1. Minor changes in the work shall be carried out in accordance with supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum/ Contract Price or Contract Time.
 2. The Architect will issue, sign, and date Supplemental Instructions.

COMPTON COMMUNITY COLLEGE DISTRICT

3. The Contractor will sign and date Supplemental Instructions to indicate acceptance of minor changes consistent with the Contract Documents and return signed copy to Architect.

1.13 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work and to record the adjusted contract amounts.
- B. Periodically revise the Construction Schedule to reflect each change in Contract Time.
- C. Revise sub-schedules to show changes for other items of work affected by the changes.
- D. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

1.14 FORMS

- A. Submit Proposal Request typed on AIA Document G709. A Copy of this form may be obtained from the local American Institute of Architects, Chapter Office
- B. Submit Change Orders typed on the Change Order Form included in this Project Manual. Form is included in General Conditions and at the end of this Section.
- C. Submit Potential Change Order on the Potential Change Order Form included in this Project Manual. Form is included in General Conditions and at the end of this Section
- D. Submit Supplemental Instructions typed on the form included in this Project Manual on 01 30 50-24, Requests For Information (RFI's).
- E. Immediate Change Directive Form is included in the Supplementary General Conditions.

PART 2 – PRODUCTS - (Not Applicable)

PART 3 – EXECUTION - (Not Applicable)

END OF SECTION

COMPTON COMMUNITY COLLEGE DISTRICT

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. Submit applications for payment to Construction Manager in accordance with the schedule established by the conditions of the Contract and Agreement between Owner and Contractor.
- C. The Contractor's Construction Schedule and Submittal Schedule are included in Section "Submittals".
- D. The Contractor agrees to provide an updated certified "As-Built" with every pay application both "Hard Copy" and electronic copy that is approved by the Architect/ Engineer, Inspector of Record, and the Construction Manager.

1.2 SCHEDULE OF VALUES

- A. Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
 - 1. Submit the Schedule of Values to the Construction Manager at the earliest feasible date, but in no case later than 10 days before the date scheduled for submittal of the initial Application for Payment.
- B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of the Architect/ Engineer.
 - c. Project number.
 - d. Contractor's name and address.

COMPTON COMMUNITY COLLEGE DISTRICT

- e. Date of submittal.
2. Arrange the Schedule of Values in a tabular form with separate columns to indicate the following for each item listed:
 - a. Generic name.
 - b. Related Specification Section.
 - c. Name of subcontractor.
 - d. Dollar value.
 - e. Percentage of Contract Sum/ Contract Price to the nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum/ Contract Price in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Break principal subcontract amounts down into specific line items.
4. Round amounts off to the nearest whole dollar; the total shall equal the Contract Sum/ Contract Price.
5. For each part of the Work where an Application for Payment may include materials or equipment, purchased or fabricated and stored, but not yet installed, provide separate line items on the Schedule of Values for initial cost of the materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
6. Schedule Updating: Update and resubmit the Schedule of Values when Change Orders or Construction Change Directives result in a change in the Contract Sum/ Contract Price.

1.3 APPLICATIONS FOR PAYMENT:

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect/ Engineer and paid for by the College District.
- B. Payment Application Times: Each progress payment date is as indicated in the Agreement. The period of construction Work

COMPTON COMMUNITY COLLEGE DISTRICT

covered by each Application or Payment is the period indicated in the Agreement.

- C. Payment Application Forms: Use AIA Document G702 and Continuation Sheets G 703 as the form for Application for Payment.
- D. Application Preparation: Complete every entry on the form, including notarization and execution by person authorized to sign legal documents on behalf of the College District. Incomplete applications will be returned without action.
 - 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions have been made.
 - 2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
 - 3. Transmit each copy with a transmittal form listing attachments, and recording appropriate information related to the application in a manner acceptable to the Engineer and Construction Manager.
 - 4. When the Architect/ Engineer finds the application completed and correct will transmit a certificate for payment to Owner with a copy to the Contractor.
- E. Lien Releases: With each Application for Payment submit Lien Releases from subcontractors or sub- subcontractors and suppliers for the construction period covered by the previous application.
 - 1. Submit partial Lien Releases on each item for the amount requested, prior to deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full Lien Releases.
 - a. Submit final Application for Payment with or preceded by final Releases from every entity involved with performance of Work covered by the application that could lawfully be entitled to a lien.
 - 3. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the College District.

COMPTON COMMUNITY COLLEGE DISTRICT

- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include, without limitation, the following (see also General Conditions):
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Copies of authorizations and licenses from governing authorities for performance of the Work.
 5. Certificates of insurance and insurance policies.
 6. Performance and payment bonds (if required).
- G. Application for Payment at Substantial Completion: Upon Substantial Completion, submit an Application for Payment.
1. Administrative actions and submittals that shall proceed or coincide with this application include, without limitation, the following (see also General Conditions):
 - a. Project inspector's status of completion report.
 - b. Warranties (guarantees) and maintenance agreements.
 - c. Test/adjust/balance records.
 - d. Maintenance instructions.
 - e. Meter readings.
 - f. Start-up performance reports.
 - g. Change-over information related to Owner's occupancy, use, operation and maintenance.
 - h. Final cleaning.
 - i. List of incomplete Work, recognized as exceptions to the Certificate of Substantial Completion.

COMPTON COMMUNITY COLLEGE DISTRICT

- H. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final payment Application for Payment include, without limitation, the following (see also General Conditions):
1. Completion of Project closeout requirements.
 2. Completion of items specified for completion after Substantial Completion.
 3. Assurance that unsettled claims will be settled.
 4. Assurance that Work not complete and accepted will be completed without undue delay.
 5. Transmittal of required Project construction records to Owner.
 6. Removal of temporary facilities and services.
 7. Removal of surplus materials, rubbish and similar elements.
 8. Submit the final complete "As-builts" both hard copy and electronic copies with proper electronic titles for each page.

PART 2 – PRODUCTS - (Not Applicable)

PART 3 – EXECUTION - (Not Applicable)

END OF SECTION

COMPTON COMMUNITY COLLEGE DISTRICT

POST BID INTERVIEW FORM

CONSTRUCTION MANAGER FIRM

Gafcon, Inc and Volz Company
Compton Community College District Office
1111 E. Artesia Blvd.
Compton, CA 90221

BIDDER: _____

DATE: _____ TIME: _____ PHONE # _____

I. INTRODUCTIONS: (SIGN IN BELOW)

A. Present

CONTRACTOR	CONTRACTOR
CONSTRUCTION MANAGER	CONSTRUCTION MANAGER

II. PROPOSED CONTRACT: _____

III. PURPOSE OF INTERVIEW IS TO ASSURE:

A. Contractor acknowledgment of a complete and accurate bid.

Initials: _____
Contractor Construction Manager

COMPTON COMMUNITY COLLEGE DISTRICT

IV. CONTRACTUAL REQUIREMENTS:

- A. Do you understand you are a prime contractor? Yes No
- B. Can you meet all specified insurance requirements? Yes No
- C. You are required to obtain a Performance, and a Labor and Material Bond for 100% of the Contract price Yes No
 - 1. Is this acceptable? Yes No
 - 2. Will you provide bonds as stipulated? Yes No
 - 3. Cost for bond: _____% Yes No
 - 4. Is the cost of the bond in your base bid? Yes No
 - 5. Is your insurance company California licensed? Yes No
- D. Acknowledged Receipt of Addenda _____1 _____2 _____3 _____4 _____5
- E. Acknowledged Receipt of Pre-Bid Clarification Questions Yes No

V. SCHEDULE:

- A. Do you acknowledge that you will achieve substantial completion of work in the time frame in accordance with milestones listed in this document? Yes No
 - 1. You will submit a construction schedule to the CONSTRUCTION MANAGER within the required two (2) weeks after receiving Notice to Proceed? Yes No
- B. Identify critical materials, deliveries and dependencies, including Owner Furnished items that could affect the completion of your work. Yes No
 - 1. _____
 - 2. _____
 - 3. _____

Initials: _____
Contractor Construction Manager

COMPTON COMMUNITY COLLEGE DISTRICT

VII. CONTRACTOR

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

Company Name _____

Signature: _____ Title: _____

Date: _____

VIII. CONSTRUCTION MANAGER

Signature: _____ Title: _____

Date: _____

IX. Witness:

Signature: _____

Date: _____

END OF SECTION

Initials: _____
Contractor

Construction Manager

CONSTRUCTION PROCEDURE MANUAL

COMPTON COMMUNITY COLLEGE DISTRICT

COMPTON COMMUNITY COLLEGE DISTRICT

Construction Procedures Manual

I. INTRODUCTION

This Construction Procedures Manual has been developed for the Compton Community College District.

The purpose of this Manual is to provide the Owner, the Architect, Engineer, Inspector and Contractors detailed information concerning the specific project requirements and procedures.

This manual delineates lines of authority and responsibility of the team members associated with this Project.

Questions or suggested changes to this manual may be addressed to the Construction Manager, at 1111 E. Artesia Blvd., Compton, CA 90221

SHOULD INCONSISTENCIES OR DISCREPANCIES EXIST BETWEEN THIS MANUAL AND THE CONTRACT DOCUMENTS (INCLUDING THE GENERAL CONDITIONS); THE CONTRACT DOCUMENTS (INCLUDING THE GENERAL CONDITIONS) WILL TAKE PRECEDENCE.

COMPTON COMMUNITY COLLEGE DISTRICT

Construction Procedures Manual

II. PROJECT PROCEDURES

A. COMMUNICATIONS

1. In carrying out the terms of the Contract, the Owner and the Architects/Engineer will interact with the Contractors through the Construction Manager.
2. All correspondence, shop drawings, submittals, RFIs etc. are to be processed and submitted through the Construction Manager.
3. All correspondence, shop drawings, submittals, RFIs etc. shall reference the Project by name and Contract number.
4. The Construction Manager is the point of contact for all Project communications.

B. MEETINGS

1. **Pre-Construction Meeting** - (Section 01 31 00)*

After award of the Contract, the Construction Manager will schedule a "Pre-Construction Meeting" to be held at a time and location designated by the Construction Manager. **An authorized representative of Contractor MUST attend the "Pre-Construction" meeting.** Minutes of the meeting will be prepared and distributed by the Construction Manager

2. **Weekly Project Meeting** - (Section 01 31 00)*

- a. The Construction Manager will conduct a weekly Project meeting in the on site office.
- b. Contractor with crews on site and upcoming work must attend weekly meetings.
- c. Persons required to attend the weekly Project meetings include Contractor's supervisory personnel, subcontractor personnel, (as appropriate), the Construction Manager, A/E, and others as requested by the Construction Manager. The Owner or User personnel may attend at any time.

COMPTON COMMUNITY COLLEGE DISTRICT

Construction Procedures Manual

- d. The Contractor(s) shall bring any documentation as may be required in order to accomplish a joint review and status of the Project activities.
- e. Contractor(s) shall prepare a three week "look ahead" schedule for review at each meeting. The schedule shall be prepared in accordance with the scheduling section of this manual and will be reviewed with the contract schedule at each weekly meeting.
- f. Contractor to submit the following 5 construction schedules per specification section 01 01 00 and 01 43 80
 - 1. Execution of all Sub-Contractor Agreements
 - 2. Submittal
 - 3. Material Procurement
 - 4. Manufacturing
 - 5. Delivery

3. Special Project Meetings

The Construction Manager may call a Special Project Meeting at any time during the course of the Project. Special Project Meetings, if deemed necessary, shall include representatives of the Contractor(s) and subcontractors as requested in order to provide an adequate line of communication to discuss problems and/or solutions that are common to the Project.

C. SITE RULES

- 1. The Compton Community College District Campus is Non-Smoking and Drug Free.
- 2. The Compton Community College District Campus is alcohol free.
- 3. All personnel are required to wear appropriate protective clothing, work shoes, and safety equipment at all times.
- 4. All personnel shall restrict their behavior, their language and their demeanor so as to avoid harassment to students and faculty.
- 5. Violations of Site Rules may result in permanent banning from the Project.
- 6. Compton Community College District in an occupied facility and occupied site protocol is mandatory.

COMPTON COMMUNITY COLLEGE DISTRICT

Construction Procedures Manual

D. PROJECT DOCUMENTS All Construction Manager Document Control will be administered utilizing Trimble Project Site software.

1. SUBMITTALS - (Specification Section 01 33 00) *

- a. Contractor shall submit all shop drawings, samples and product data through the Construction Manager within the time requirements set forth in Specification Section 01 01 00.
- b. Every Submittal shall be made to the Construction Manager at the Project site, using the enclosed submittal form. A separate form must be filled out for each submittal. Each separate specification section requires a separate and complete submittal that is project specific. At a minimum, every submittal shall contain the following information and any other information required by the General Conditions:

1. Project Name
2. Contractors Name & Address
3. DSA Application Number _____ and File Number _____ for each project
4. Submittal Number according to the Construction Managers Submittal Log
5. Submittal Date
6. Specification and/or Drawing Reference.
7. Contractor Name and Address
8. Attach List of Items Submitted
9. Contractor to submit 1 hard copy and 1 electronic copy per each specification section.

Each submittal will be complete per each specification section. Incomplete and partial submittals will not be accepted.

* References are to Specification Sections; refer to section for more detailed requirements.

COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual

- c. **CONTRACTOR WILL STAMP AND SIGN SUBMITTALS, SHOP DRAWINGS, ETC. THAT HE HAS REVIEWED THE ITEMS SUBMITTED, AND CERTIFIES THE ITEMS ARE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AND THAT EACH HAS BEEN CHECKED FOR DIMENSIONS AND RELATIONSHIPS WITH WORK OF ALL OTHER CONTRACTORS AND TRADES INVOLVED.**
- d. Upon receipt, the Construction Manager will log each submittal. The Construction Manager may reject any submittal if it is, in his or her judgment, incomplete or inadequate. In such case, a copy of the rejected submittal will be returned by the Construction Manager to the Contractor with the reason for rejection cited.
- e. All Submittals shall be numbered by the Construction Manager.
- f. Upon completion of review of the complete submittal, the Construction Manager will transmit acceptable submittals to the A/E for review and comment.

E. A/E REVIEW COMMENTS

- 1. All submittals must conform to the approved contract documents.
- 2. The A/E will review all submittals and, where appropriate, make written commentary. The A/E's comments will be similar to the following:
 - a. "NO EXCEPTIONS TAKEN" - the Contractor may proceed with work covered by the submittal if in compliance with the contract documents.
 - b. "MAKE CORRECTIONS NOTED" - The Contractor may proceed with the work, provided the Contractor proceeds in accordance with the notes and comments on the submittal.
 - c. "REVISE and RESUBMIT" - the Contractor shall NOT begin any work covered by the submittal until a revision or correction to the submittal has been re-submitted, reviewed and returned to the Contractor.

COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual

- d. "REJECTED" - the Contractor shall not begin any work covered by the submittal until a new submittal has been prepared, submitted and reviewed.

F. SUBMITTAL & SHOP DRAWING QUANTITIES

- 1. Submittals, Shop Drawings and Product Data shall be submitted in the following minimum quantities:
 - a. SAMPLES: Three or more samples.
 - b. SHOP DRAWINGS: One (1) electronic and one (1) hard copy.
 - c. PRODUCT DATA: One (1) electronic and one (1) hard copy.

G. DISTRIBUTION OF REVIEWED SUBMITTALS

- 1. SHOP DRAWINGS –
Construction Manager will provide reviewed shop drawings to the Contractor and to the DSA Project Inspector.
- 2. PRODUCT DATA –
Construction Manager will provide reviewed submittals to the Contractor and to the DSA Project Inspector

Fabrication or other work performed in advance of receipt of reviewed drawings, samples or test certifications will be entirely at the Contractor's risk.

H. REQUEST FOR INFORMATION (RFI)

Should the Contractor(s) require clarification or additional information of the plans or specifications, he will direct the request to the Construction Manager on the RFI form as provided by the Construction Manager. Sample forms are in the appendix.

Each RFI will be numbered sequentially. Contractor shall be responsible for maintaining his own "log". The Construction Manager will maintain the Construction Manager's RFI log, and each week, the Construction Manager RFI Log will be distributed & discussed at the weekly meeting.

COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual

The RFI shall describe thoroughly, the problem or clarification being requested and a suggested solution. The description provided should be adequate and complete to permit a written response without additional communication with the Contractor. The Contractor shall attach related sketches, information or correspondence which may have been received from subcontractors or vendors on the subject. Each attachment to the RFI shall have the RFI # marked plainly on the attachment pages are to be numbered "Page ___ of ___".

No RFI will be accepted without proper reference to Plan Drawings, Shop Drawings and / or Specification Sections, and all areas completely filled out.

The contractor shall list potential solutions to expedite resolution by the Architect and Owner and the contractor shall insure that all line items in the RFI Form are completely filled out before submitting to the Construction Manager. Contractor will ask a maximum of one (1) question per RFI.

The Construction Manager will review the RFI and will either:

1. Return the RFI to the Contractor for additional information or response.
2. Forward the RFI to the Architect of Record for response, copying the Project Inspector in accordance with the below timelines.
3. Provide the response and return to the Contractor, with copies to the Architect of Record and Project Inspector. RFI's answered by the CM and stamped by the AOR are logged as official RFI's and subject to all of the below conditions.

The processing for a routine RFI shall be as follows:

1. CM will verify all RFI's for format and content prior to any disposition and may return to sender for edit, clarification and completeness.
2. When a Contractor submits an RFI to the CM it will be reviewed. If the RFI is deemed legitimate by the CM it will be immediately transmitted to the Architect of Record.
3. Once the Architect receives the RFI from the CM, he must respond or pass the RFI on to the proper consultant within three (3) days.

COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual

(In a Modernization project, the Architect must answer or pass the RFI on to a Consultant within twenty-four (24) hours.)

4. Consultants are given a maximum of seven (7) days to respond or show cause for delay. (For a Modernization Project this period is shortened to three (3) days.)
5. The appropriate recipient of the RFI will endeavor to provide the response as soon as possible within the above time constraints.
6. When the Construction Manager receives a response back from the Architect, the answer should be reviewed and transmitted to the Contractor and Project Inspector as soon as possible.

RFI's requiring critical response timing shall be duly annotated as to the urgency of the response date.

If the RFI review indicates a change or revision is necessary to the Contract Documents, the A/E will prepare appropriate drawings and/or specifications required to define the change or revision either by a CCD or a Bulletin if required.

If the Contractor believes the clarification or direction provided by the response to the RFI will impact the cost or schedule of the Project, he shall provide prompt notification thereof to the Construction Manager in accordance with the General Conditions. Upon notification thereof to the Construction Manager, the Contractor shall prepare an Allowance Usage Request or Proposed Change Order within 30 days, if approved by the District through the Construction Manager, which shall be processed as outlined in the Change Order Procedure of this manual. In the event the Contractor fails to notify the Construction Manager, no consideration will be given to the Contractor for additional costs as outlined in the Change Order Procedure.

See also Project Coordination Section (01 31 00, 1.06 Requests for Information) regarding frivolous Requests for Information.

I. SCHEDULES

The Contractor shall furnish to the Construction Manager any required schedules that addresses the work in his Contract(s) in accordance with the General Conditions. The schedules shall be in a format as approved by the Construction Manager, and as a minimum, shall include, without limitation, the following (see also General Conditions):

COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual

1. Detail of activities required for their mobilization and start of construction.
2. Activities of other Contractors which must be completed prior to starting various components of other work.
3. A plan for completion of work in sufficient detail to allow observation and monitoring by the Construction Manager. Any activity longer than five (5) working days shall be broken down into phases of five (5) working days or less in length.
4. List activities which must be complete for succeeding contractors to start their work.
5. Show submittals and shop drawing preparation and review time.
6. Long lead procurement requirements.
7. Include all necessary and required DSA Inspections in Schedule.

The Contractor shall prepare schedules in a Critical Path Method (CPM) format as required by the General Conditions. Contractor will review the logic and duration of activities affecting his work. The Construction Manager will conduct a meeting with Contractor(s) to incorporate revisions and issue the approved construction schedule.

The schedule will become the basis for determining completion of the Project and will be reviewed at each weekly meeting.

Contractor will prepare and submit at each weekly meeting a Short Interval Schedule (SIS) (Two Week Look-Ahead) The SIS (Two Week Look-Ahead) shall be a minimum two (2) week projection of activities currently in progress or to be started within the following two (2) week period (use form within this manual).

The SIS (Two Week Look-Ahead) will be reviewed against the base Contract Schedule each week to evaluate the progress of the work. Contractor shall submit a recovery schedule in the event his work falls behind the approved construction schedule.

J. INSPECTION & TESTING

Contractor shall be responsible for maintaining the necessary licenses required for the completion of the work.

COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual

The Owner will pay for State assessed plan check fees and inspection fees, unless otherwise indicated.

Contractor and Subcontractor will be responsible for obtaining and paying for any required City Business licenses.

The DSA Project Inspector will make normal building and code compliance inspections. Contractor will be responsible for compliance with all requirements of applicable codes per the Contract Documents. Contractor shall inform the Construction Manager at least 2 working days prior to scheduling required inspections. Use Inspection Request Form supplied in the appendix of this manual and also complete and submit the required DSA Form 156.

Inspection, testing, and sampling will be performed as specified in the General Conditions and the specific divisions of the Contract Documents. The Owner, through the Construction Manager, will contract for performance of soil, concrete, steel, grout and mortar testing. Review the Contract Documents for Contractor testing and sampling requirements. In all cases where testing is being performed or samples being taken, the Project Inspector, through the IR form, will be given notification pursuant to Contract Document requirements. Contractor shall also timely request special inspections as required by DSA and complete and submit the required DSA verified report forms.

If inspection or testing discloses errors, omissions, inconsistencies, or deficiencies during construction activities, the Contractor will be immediately notified using the Deviation Notice Form. If corrective action is not apparent, the Construction Manager may request the Contractor to propose a corrective action plan.

Where utilities (electric, water, drainage, sewer, gas, etc.) must be disrupted by construction activity, each Contractor shall notify the Construction Manager in writing at least fourteen (14) calendar days prior to the disruption, to be reflected on the 2 Week Look Ahead Schedule and include a logistics plan of the occupied site.

All **INSPECTION REQUESTS** will be channeled through the Construction Manager to the DSA Inspector (PI). The Construction Manager shall log and monitor time, date and subject of all Inspection Requests utilizing an Inspection Log, and maintaining a binder additionally containing copies of above completed form, as well as copies of Inspection Request Response form executed by the PI. Photographs of area or items to be inspected will be taken and kept as part of the permanent daily record of the project.

COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual

Inspection log must indicate the title/number of the photos and their permanent file location.

K. FINAL VERIFIED REPORTS are required.

Each Contractor shall submit the required DSA Final Verified Reports to the Construction Manager at the end of construction or as otherwise required by DSA.

Retention may not be paid if Final Verified Reports are not received. Use DSA-6 form supplied in appendix or any updated form from DSA at the completion of the project. The Contractor shall upload the DSA-6 to the DSA Box.

L. SAFETY

Contractor shall have sole and complete responsibility for initiating, maintaining and supervising all safety precautions and programs in connection with this Project. In no case shall the Owner, the Construction Manager, the Architect, the Inspector or their agents, employees or representatives, have either direct or indirect responsibility for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for safety precautions and programs in connection with the work.

Contractor will provide the Construction Manager a copy of his updated safety program prior to commencing the work.

Prior to commencement of work at the site, Contractor must submit a Safety Plan to the District via the Construction Manager per the General Conditions (Specification 00 72 00). Contractor will conform to all OCIP Regulations **where applicable**.

M. CHANGE ORDER AND ALLOWANCE USAGE PROCEDURE

(Specification Section 00 72 00 Article 9)

The Owner, through the Construction Manager, may from time to time direct the Contractor to make changes in the work within the general scope of the Contract. All changes to the Contract will be implemented through written orders or directives prepared by the A/E and issued by the Construction Manager.

When the Construction Manager believes a change order to the construction documents is required that may involve a change in time or cost, he will request the A/E prepare a Bulletin or CCD and issue it to the Construction Manager. The A/E will sequentially number and date each

COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual

Bulletin. If the contractor believes a change order is required they will issue an AUR/PCO that fully describes the proposed change(s) to the Contract Documents, including sketches, new drawings, or revised specifications as required. The Construction Manager will maintain a log of all AUR/PCOs issued. The Construction Manager shall number each AUR/PCO. Sample AUR/PCO forms and work sheet are in the appendix.

If the Contractor intends to make claim for a change in the contract time or cost, he must give the Construction Manager written notice per contract documents after the occurrence of the event giving rise to the claim, or lose his rights to the cost recovery of the extra work arising from the claim. (General Conditions Section 00 72 00 Article 9).

The Construction Manager will evaluate the Contractor's quotation for the work, using an estimate of time and cost impact prepared by the A/E or the Construction Manager. If the quotation is acceptable to the Construction Manager, the proposal will be forwarded to the Owner and the A/E. If the quotation is judged by the Construction Manager to be not acceptable, he will begin negotiations with the Contractor to come to an agreement as to the time and cost impact.

The Construction Manager reserves the sole right to notify the Contractor when there will be no further negotiations, and when an impasse exists between the Contractor and the Construction Manager and the work is declared to be in dispute.

The Owner and the Architect may issue through the Construction Manager instructions to the contractor to proceed on a time and material basis. The routing procedure will be the same as a change order. If the AUR/PCO directs work to proceed prior to agreement on a lump sum quotation, the Contractor shall prepare an Extra Work Report **each day** for signature by the Construction Manager and/or the Inspector. **Extra Work tickets not signed daily will not be paid for.**

The Construction Manager will review each Allowance Usage Request or Proposed Change Order with the A/E to determine the appropriate DSA approval process and whether the Change Order is a DSA CCD form 140 type A or B Construction Change Document. All Substitutions affecting DSA regulated items shall be considered as Construction Change Document or Addenda. The Contractor must comply with all DSA requirements for Change Orders and Construction Change Documents.

N. APPLICATION FOR PAYMENT

COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual

Draft Application for Payment shall be made by the Contractor on a **monthly** basis for work completed on or before the **25th of each month**.

All Applications for Payment shall contain the approved detailed Schedule of Values submitted by the Contractor at the time of award. Applications shall be submitted on forms provided in the appendix. **No other form will be accepted.**

No later than the 25th of each month, Contractor shall submit a "Draft Pay Request" (pencil copy) to the Construction Manager for review. Only the Schedule of Values need be submitted. The "Draft Pay Request" shall include a detailed Schedule of Values showing percentages of work complete or scheduled to be complete through the end of the month. The Construction Manager, the A/E and Inspector will review and evaluate the "Draft Pay Request". Upon agreement of the amounts due the Contractor, the Contractor will prepare the notarized Application for Payment, and submit one electronic copy of the Application to the Construction Manager on the last working day of the month, for signatures by the Architect and the Inspector. After signatures are obtained, the Construction Manager will submit the Applications to the District for payment. The District will process the Application.

Payment for materials delivered to the Project site but not yet incorporated in the work may be made, **at the discretion of the Owner**. Such materials must be stored at the Project site, properly stacked, crated, boxed, and, if necessary, covered and protected from weather. Documentation of cost shall be provided with the payment request for materials. No payment will be considered without the required documentation. See additional requirements in the General Conditions.

Change Orders, if applicable, shall not be billed until approval of school board is received.

EVERY pay application must be accompanied by a **CONDITIONAL Lien Release** for the current application, and an **UNCONDITIONAL Lien Release** for the prior application. All Applications are to be **NOTARIZED**, and signatures are to be in **BLUE** ink.

O. PAY ESTIMATE CHECK OFF PROCEDURE (INTERNAL)

1. Verify all Schedule of Values shown on second page agrees with Schedule of Values submitted by Contractor at start of Project.

COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual

2. Check all upper details, both pages, are correctly filled in, i.e. Contractor Name and Address, complete Project Name, Architect Name, pay period dates, and that contract date is shown. (Date of Contract Agreement.)
3. Verify all previous information is correctly transferred from last prior pay application. Verify all math calculations are correct on page two and the correct numbers are transferred to page one. Verify all math on pay application page #1.
4. Verify all board approved Change Orders have been included in the pay application.
5. Verify Contractor signatures and notary signatures and stamp are on page #1.
6. Verify there is a Conditional Lien Release for the current payment request. If there has been a previous pay request, then verify there is also an Unconditional Lien Release for the previous estimate. These releases must be filled out and signed by the Contractor. The District will not pay if the releases are not in order.
7. Verify Preliminary Notice information against amounts billed and Request Lien Releases as necessary.
8. Verification of **As-built drawings update form signed by Project Inspector (PI)**.
9. Signed Verification of Certified Payroll Records Submittal to Labor Commissioner Form received.
10. OCIP clearance is obtained – no outstanding issues.
11. Once all of the above is correct, then transfer the complete original to the Construction Manager for signatures by the Architect and the PI. The Architect should be available for signatures, within a reasonable time.
12. After all signatures are obtained, CM will distribute to the Accounting Department for processing.

P. POSTING OF PROJECT DOCUMENTS (PLANS AND SPECIFICATIONS)

COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual

1. All Contractors will maintain an up-to-the-day posted set of plans and Specifications for each project at all times. This is essential to the continuity of the project during construction and for archiving purposes. This "Posted Set" shall not leave the Inspector's Trailer for any reason, and must be kept in a secure location and scrupulously maintained and preserved at all times.
2. Posting must be done within (24) twenty-four hours of the receipt of a completed, signed, change to the Contract Documents.
3. Items that must be posted:
 - a. All addendums to the bid set
 - b. All Requests for Information (RFI)
 - c. All Instructional Bulletins (IB)/Construction Change Documents (CCD)
4. For consistency the following color scheme for posting shall be followed throughout the District:
 - a. All pre-bid addendums to the bid set shall be posted on YELLOW paper.
 - b. All RFI's will be posted using 50% reduction and PINK paper.
 - c. All Instructional Bulletins or CCDs will be posted using 50% reduction and PINK paper.
5. All postings should be sufficiently clear and concise enough to indicate a definitive change to the bid documents. Postings that implement changes on more than one plan sheet or specification page must be posted in the multiple locations or a reference to that posting must be made, sufficient to guide a user to a substantial and correct conclusion.

Note: Use of 50% reduction is a vehicle for saving space. All postings should be located on the plan sheet or in the Specification Section referred to in the posted document. If frequency of posting is such that more room is needed it is permissible to insert blank sheets into the plans or blank pages into the Specifications. Posting on the reverse of the

COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual

preceding plan sheet is not advised due to the possibility of replacement sheets.

Q. ITEM OF CHANGE (IOC) LOG TO BE KEPT AND MAINTAINED BY CONSTRUCTION MANAGER and Reviewed at every Construction Meeting.

1. All changes to the Contract Documents are to be logged under separate cover in an Items of Change (IOC) Log and maintained on a continual updated basis.
2. Items in the IOC Log must correspond to items included in the Schedule of Values and be valuated based on given costs or good faith estimates.
3. The IOC Log should include, but be not limited to: Item Number; Date; Description; Budget Revision; checklist for necessary Approvals; and indication of Inclusion in a Change Order.

END OF SECTION

**COMPTON COMMUNITY COLLEGE DISTRICT
Construction Procedures Manual**

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COMPTON COMMUNITY COLLEGE DISTRICT

Daily Construction Job Report

School Site: Student Housing

CONTRACTOR _____

DATE

WEATHER _____

Time Work Started _____

SUPT./FOREMAN _____

Time Work Ended _____

WORK FORCE		Number of Hours					
1.	WORKERS NAME	Foreman	Journeyman	Apprentice	Laborer	Operator	Other
						TOTAL	HOURS

WORK DONE and MATERIALS DELIVERED

**COMPTON COMMUNITY COLLEGE DISTRICT
Construction Procedures Manual**

SUBMITTAL FORM

CM # _____ (For CM Use Only)

**Construction Manager Trailer
Gafcon Inc./Volz Company
1111 E. Artesia Blvd.
Compton, CA 90221**

PROJECT: Student Housing

PROJECT NO: CCC-081

SUBMITTAL

BP #

SUBMITTAL #

DATE: ____/____/____ **TITLE/Description:** _____

SPECIFICATION SECTION or DRWG. # : _____ **NO. COPIES SUBMITTED:** _____

NO. COPIES RETURNED: _____

TO: _____

DSA FILE NO: _____

CONTRACTOR: _____

ADDRESS: _____

DSA APP. NO: _____

PHONE: _____

ATTN.: _____

CONTRACTOR CERTIFIES: We have reviewed the attached submittal verifying products in this submittal, dimensions, adjacent work, and coordination of information is in accordance with the requirements of the work and contract documents, and approve this submittal (Reference Section 01330).

BY: _____
Contractor's Representative

DATE: ____/____/____

FOR USE BY ENGINEER:

ENGINEER'S STAMP:

- ____ **NO EXCEPTIONS TAKEN**
- ____ **MAKE CORRECTIONS NOTED**
- ____ **REVISE & RESUBMIT**
- ____ **REJECTED**

REMARKS: _____

COMPTON COMMUNITY COLLEGE DISTRICT
Construction Procedures Manual
SUBSTITUTION REQUEST FORM (AFTER BID)
Construction Manager # _____ (For CM Use Only)

DATE: _____ BID PACKAGE: _____

TO: _____

PROJECT: STUDENT HOUSING
 SPECIFIED ITEM:

Section	Page	Paragraph	Description
---------	------	-----------	-------------

The undersigned requests consideration of the following:

PROPOSED SUBSTITUTION: _____

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of the request. Applicable portions of the data are clearly identified.

Attached data also includes a description of changes to the Contract Documents which the proposed substitution will require for its proper installation.

The undersigned certifies that the following paragraphs and any additional requirements in the General Conditions Article 3.10, unless modified by attachments, are correct:

1. The proposed substitution does not affect dimensions shown on drawings:
2. The undersigned will pay for changes to the building design, including engineering design, detailing, and construction costs caused by the requested substitution.
3. The proposed substitution will have no adverse affect on other trades, the construction schedule, or specified warranty requirements.
4. Maintenance and service parts will be locally available for the proposed substitution.
5. The proposed substitution is submitted within seven (7) calendar days after issuance of the Notice of Intent to Award.

The undersigned further states that the function, appearance, and quality of the proposed substitution are equivalent or superior to the specified item.

Submitted by: _____

Signature _____

Firm _____

Address _____

Remarks _____

Date _____

Telephone _____

Fax: _____

(For Use By The Design Consultant)

___ Accepted ___ Accepted as noted

___ Not Accepted ___ Received too late

Reviewed By _____

Date: _____

**COMPTON COMMUNITY COLLEGE DISTRICT
REQUEST FOR INFORMATION
Gafcon/Volz # _____ (For Gafcon/Volz Use Only)**

**(ALL LINE ITEMS MUST BE COMPLETED PRIOR TO
SUBMITTAL)**

RFI No. _____
RFI No.

TO: David Lelie, Construction Manager

FROM: _____

EMAIL: _____

PROJECT:

DWG. REF.: _____

Spec. Ref: _____

Trade _____

Date: _____

Description of Problem / Clarification / Information Required:

Drawings attached -

Proposed Solution:

Question By: _____

Date: _____

Response:

Response By: _____

Date: _____

Reviewed By: _____

Date: _____

COMPTON COMMUNITY COLLEGE DISTRICT

REQUEST FOR QUOTATION FORM

STUDENT HOUSING PROJECT

RFQ NO.: _____

DATE ____ / ____ / ____

BID PACKAGE NO.: _____

TO:

Please submit price quotation for the following work:

(Support Quotation with detailed cost breakdown and back-up materials.)

Reference Document, if any: _____

Price Quotation needed by: _____

Request submitted by: _____ DATE: ____ / ____ / ____
Construction Manager.

Parties agree and acknowledge the information in this Request for Quotation is for review purposes only. This Request for Quotation is not a request for, nor an authorization of additional work or an extension of the Contract period.

COMPTON COMMUNITY COLLEGE DISTRICT

ALLOWANCE USAGE REQUEST
CM # _____

RFP CCC-081 STUDENT HOUSING

ALLOWANCE USAGE REQUEST — AUR# _____

TO: _____ DATE ISSUED: _____

FROM: _____ PRICING DUE BY: _____

PROJECT No.: _____ PROJECT NAME: _____

Please submit an itemized quotation for change in the contract sum and time incidental to the proposed modifications to the Contract Documents as described herein. Cost breakdown format shall be as specified including all back up documentation.

Change Item: _____

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.
REFERENCE RFQ# _____ DESCRIPTION OF AUR:

REASON FOR ALLOWANCE USE:

A. District Requested Modification B. Unforeseen Conditions

REQUESTED BY: A. Architect B. DSA Inspector C. Contractor D. Owner

COST IMPACT: A. NONE B. DEDUCT: \$ _____ C. ADD: \$ _____

TIME IMPACT: A. NONE B. DEDUCT _____ DAYS C. ADD: _____ DAYS
Submit justification for time impact per Article 9 in the General Conditions 00 72 00

APPROVAL OF THE AUR BY ALL PARTIES LISTED BELOW SERVES AS A NOTICE TO PROCEED.

cc: Contractor: BY: _____

District: BY: _____

Architect/Engineer BY: _____

Project Inspector BY: _____

Construction Manager BY: _____

COMPTON COMMUNITY COLLEGE DISTRICT

POTENTIAL CHANGE ORDER
CM # _____

RFP CCC-081 STUDENT HOUSING

POTENTIAL CHANGE ORDER — PCO# _____

TO: _____ DATE ISSUED: _____

FROM: _____ PRICING DUE BY: _____

PROJECT No.: _____ PROJECT NAME: _____

Please submit an itemized quotation for change in the contract sum and time incidental to the proposed modifications to the Contract Documents as described herein. Cost breakdown format shall be as specified including all back up documentation.

Change Item: _____

THIS IS NOT A CHANGE ORDER NOR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.
REFERENCE RFQ# _____ DESCRIPTION OF PCO:

REQUESTED BY: A. Architect B. DSA Inspector C. Contractor D. Owner

COST IMPACT: A. NONE B. DEDUCT: \$ _____ C. ADD: \$ _____

TIME IMPACT: A. NONE B. DEDUCT _____ DAYS C. ADD: _____ DAYS

Submit justification for time impact per Article 9 in the General Conditions 00 72 00

APPROVAL OF THE PCO BY ALL PARTIES LISTED BELOW SERVES AS A NOTICE TO PROCEED.

cc: Contractor: BY: _____

District: BY: _____

Architect/Engineer BY: _____

Project Inspector BY: _____

Construction Manager BY: _____

COMPTON COMMUNITY COLLEGE DISTRICT

**Allowance Usage Request/Proposed Change Order
CHANGES AND EXTRAS FORM**

The following format shall be used, as applicable by the District and the Contractor to communicate proposed additions and deductions to the Contract. A copy of the Allowance Usage Request and Proposed Change Order form is provided at the end of this Article.

	<u>EXTRA</u>	<u>CREDIT</u>
(a) Material (attach itemized quantity and unit cost plus sales tax)	_____	_____
(b) Labor (attach itemized hours and rates)	_____	_____
(c) Equipment (attach invoices)	_____	_____
(d) Subtotal	_____	_____
(e) For Proposed Change Order and Allowance Usage Request: If Subcontractor performed Work, add Subcontractor's overhead and profit to portions performed by Sub-contractor, not to exceed fifteen percent (15%) of item (d).	_____	_____
(f) Subtotal	_____	_____

COMPTON COMMUNITY COLLEGE DISTRICT

	<u>EXTRA</u>	<u>CREDIT</u>
(g) For Proposed Change Order: General Contractor's Overhead and Profit: Not to exceed fifteen percent (15%) of Item (d) if Contractor performed the work. No more than five percent (5%) of Item (f) if Subcontractor performed the work. If work was performed by Contractor and Subcontractors, portions performed by Contractor shall not exceed fifteen percent (15%) if Item (d), and portions performed by Subcontractor shall not exceed five percent (5%) of Item (f)		
For Allowance Usage Request: Zero (-0-) percent markup per General Conditions Specification Section 00 73 00 paragraph H	_____	_____
(h) Subtotal	_____	_____
(i) For Proposed Change Order: Bond not to exceed one percent (1%) of Item (d)		
For Allowance Usage Request: Zero (-0-) percent bond per General Conditions Specification Section 00 73 00 paragraph H.	_____	_____
(j) TOTAL	_____	_____
(k) Date / Time	_____	_____

The undersigned Contractor approves the foregoing Allowance Usage Request or Proposed Change Order as to the changes, if any, and the contract price specified for each item and as to the extension of time allowed, if any, for completion of the entire work on account of said Allowance Usage Request or Proposed Change Order, and agrees to furnish all labor, materials and service and perform all work necessary to complete any additional work specified therein, for the consideration stated herein. It is understood that said Allowance Usage Request or Proposed Change Order shall be effective when approved by the Governing Board of the District.

COMPTON COMMUNITY COLLEGE DISTRICT

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

The Contractor expressly acknowledges and agrees that any change in the Work performed shall not be deemed to constitute a delay or other basis for claiming additional compensation based on theories including, but not limited to, acceleration, suspension or disruption to the Project.

COMPTON COMMUNITY COLLEGE DISTRICT

**CONDITIONAL WAIVER AND RELEASE UPON PROGRESS
PAYMENT
[Civil Code §8132]]**

Upon receipt by the undersigned of a check from _____
(Maker of Check)

in the sum of \$ _____ Payable to _____
(Amount of Check) (Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice or bond right the undersigned has on the job of Compton Community College District located at _____ to the following extent.

This release covers a progress payment for labor, services, equipment or materials furnished to _____ through _____
(Your Customer) (Date)

only and does not cover any retention retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right to the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: _____ Company Name: _____

By: _____
(Title)

NOTE: This form complies with the requirements of Civil Code Section 8132. It is to be used by a party who applies for a progress payment when the progress check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.

USE REVERSE SIDE AS RELEASE FOR INDIVIDUALS PERFORMING LABOR FOR WAGES

COMPTON COMMUNITY COLLEGE DISTRICT

§ 484(b) OF THE CALIFORNIA PENAL CODE PROVIDES IN PART AS FOLLOWS:

"Any person who receives money for the purpose of obtaining paying for services, labor, materials or equipment and willfully fails to apply such money for such purpose by wither willfully failing to complete the improvements for which funds were provided or willfully failing to pay for services, labor, materials or equipment provided incident to such construction, and wrongfully diverts the funds to a use other that for which the funds were received, shall be guilty of a public offense and punishable by a fine not exceeding ten thousand dollars (\$10,000), or by imprisonment in the state prison, or in the county jail not exceeding one year, or by both such fine and such imprisonment. If the amount diverted is in excess of one thousand dollars (\$1,000). If the amount diverted is less than one thousand dollars (\$1,000), the person shall be guilty of a misdemeanor."

§484(c) OF THE CALIFORNIA PENAL CODE PROVIDES AS FOLLOWS:

"Any person who submits a false voucher to obtain construction loan funds and does not use the funds for the purpose for which the claim was submitted is guilty of embezzlement."

§206.5 OF THE CALIFORNIA LABOR CODE PROVIDES:

"No employer shall require the execution of any release of any claim or right on account of wages due, or become due, or made as an advance on wages top be earned, unless payment of such wages has been made. Any release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee and the violation of the provisions of this section shall be a misdemeanor."

§532(e) OF THE CALIFORNIA PENAL CODE PROVIDES AS FOLLOWS:

"Any person who receives money for the purpose of obtaining or paying for services, labor, materials or equipment incident to constructing improvements on real property and willfully rebates any part of the money to or on behalf of anyone contracting with such person for provision of the services, labor, materials or equipment for which the money was given, shall be guilty of a misdemeanor, provided, however, that normal trade discount for prompt payment shall not be considered a violation of this section."

COMPTON COMMUNITY COLLEGE DISTRICT

UNCONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Civil Code Section 8134

The undersigned has been paid in and has received a progress payment in the sum of

\$ _____ for _____
(Amount of Check Written & Numeric)

labor, services, equipment, or material furnished to Compton Community College District on the job of CCCD _____ Project and does hereby release pro tanto any mechanics lien, stop notice, or bond right that the undersigned has on the above referenced job to the following extent. This release covers a progress payment for labor, services, equipment, or material furnish to **Compton Community College District** through _____ only and does not cover any retention retained before of (Date/End of Month) after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contact rights including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, of the right of the undersigned to recover compensation for furnished labor, services equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Date: _____

(Company Name)

By: _____

(Signature)

(Print Name)

(Title)

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE FORM.

NOTE: This form of release complies with the requirements of Civil Code Section 8134. It is to be used to release claims to the extent that a progress payment has actually been received by the releasing party.

COMPTON COMMUNITY COLLEGE DISTRICT

**CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT
(Civil Code Section 8136)**

Upon receipt by the undersigned of a check from _____

(Maker of Check)

in the sum of \$ _____

(Amount of Check)

payable to _____

(Payee or Payees of Check)

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release pro tanto any mechanic's lien, stop notice or bond right the undersigned has on the job of Compton Community College District located at 1111 E. Artesia Blvd., Compton, CA 90221 to the following extent:

This release covers the final payment to the undersigned for all labor, services, equipment, or materials furnished on the _____, except for disputed claims for extra work in the amount of \$_____.

DATED: _____

(Company Name)

By: _____

(Title)

NOTE: This form complies with the requirements of Civil Code Section 8136. It is to be used by the party who applies for a final payment when the final payment check has not yet cleared the bank. This release only becomes effective when the check, properly endorsed, has cleared the bank.

**UNCONDITIONAL WAIVER AND RELEASE
UPON FINAL PAYMENT**
{ Civil Code Section 8138 }

The undersigned has been paid in full for all labor, services, equipment or materials furnished to _____
on the job of _____
located at _____
and does hereby release pro tanto any mechanic's lien, stop notice or bond right, except for disputed claims for extra work in the amount of \$_____.

DATED: _____
_____ Company Name

By: _____
Signature

Title _____

NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL RELEASE UPON FINAL PAYMENT FORM.

NOTE: This form of release complies with the requirements of Civil Code Section 8138. It is to be used to release claims to the extent that a final payment has actually been received by the releasing party.

**COMPTON COMMUNITY COLLEGE DISTRICT
Construction Procedures Manual**

Compton Community College District
Student Housing

Verification of As-Built Drawing Update

The contractor on the above named project has updated and provided clear notation on the project plans and specifications located in the Project Inspector's trailer of all as-built conditions for Pay Application # _____ through _____.

Date signed

Project Inspector Signature

COMPTON COMMUNITY COLLEGE DISTRICT

3-WEEK-LOOK-AHEAD

1. Insert information, including dates
2. Include Contractor Company Name & Bid Package Number below
3. Include Signature below

Items to Schedule: _____

_____ Date: _____ Signature: _____

Contractor: _____

COMPTON COMMUNITY COLLEGE DISTRICT

TIME AND MATERIAL WORK ITEM TICKET

PROJECT: _____ PCO/AUR# _____
 CONTRACTOR: _____ SHEET# _____ of _____
 Reference Document: _____ Submitted for work on: _____
 Original Work Date for this Item: _____ Is Work Completed today? _____
 Date of Last Work Activity: _____ Date Submitted to CM _____

WORK COMPLETED TODAY:

Location:

LABOR

EMPLOYEE NAME	CLASSIFICATION	Hours Noted	REMARKS
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

MATERIAL

ITEM DESCRIPTION	QTY / UNITS	Hours Noted	REMARKS
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____

EQUIPMENT

EQUIPMENT	MAKE & MODEL	Hours Noted	REMARKS	Rented / Owned
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____

CONTRACTOR CERTIFICATION: Signature by contractor to certify that all information on this sheet is true and accurate. Contractor also certifies that only the listed labor, material, and equipment listed were used for this item and that no other items are part of this work.

SIGNATURES

CM: Verifies hours worked as identified on this sheet only, not acceptance of any cost or schedule impact on behalf of the Owner.

PI: Verifies hours worked as identified on this sheet only, not acceptance of any cost or schedule impact on behalf of the Owner.



COMPTON COMMUNITY COLLEGE DISTRICT
1111 E. Artesia Blvd
Compton, California 90221

GUARANTEE

Guarantee for _____ . We hereby guarantee that the _____, which we have installed in _____, has been done in accordance with the Contract Documents, including without limitation, the drawings and specifications, and that the work as installed will fulfill the requirements included in the bid documents. The undersigned and its surety agrees to repair or replace any or all such work, together with any other adjacent work, which may be displaced in connection with such replacement, that may prove to be defective in workmanship or material within a period of _____ (__) year(s) from the date of the Notice of Completion of the above-mentioned structure by the Compton Community College District, ordinary wear and tear and unusual abuse or neglect excepted.

In the event the undersigned or its Surety fails to comply with the above-mentioned conditions within a reasonable period of time, as determined by the District, but not later than ten (10) days after being notified in writing by the District or within two (2) business days in the case of an emergency or urgent matter, the undersigned and its surety authorizes the District to proceed to have said defects repaired and made good at the expense of the undersigned and its surety, who will pay the costs and charges therefore upon demand. The undersigned and its surety shall be jointly and severally liable for any costs arising from the District's enforcement of this Guarantee.

GUARANTEE (continued)

Contractor's Company Name

Signature of Contractor

Print Name

Title

Subcontractor's Company Name
(If work performed by subcontractor)

Signature of Subcontractor

Print Name

Title

Representatives to be contacted for service:

Name: _____

Address: _____

Telephone Number: _____

END OF SECTION

CONTRACTOR VERIFIED REPORT

This form shall be completed by each contractor having a contract with the owner, in accordance with California Code of Regulations, Title 24, Part 1, Sections 4-343 or 4-220.

School District/Owner:		DSA File #: -
Project Name/School:		DSA App. #: -
Date of Report:	Number of Attached Pages: <i>(If none, enter zero.)</i>	DSA 152 Card #(s):
Note that DSA approved construction documents, referred to below, are those portions of the construction documents, duly approved by the DSA, that contain information related to and affecting the Structural Safety, Fire/Life Safety and Accessibility portions of the project.		<i>List all inspection card numbers for which this verified report applies.</i>

COMPLETE SECTIONS 1, 2, 3 & 4 AND PROVIDE ALL REQUIRED DOCUMENTATION

1. CONTRACTOR INFORMATION *(Enter name and check applicable box)*

Name of Contractor (Company/Firm) Submitting this Report:
Operating as general contractor responsible for all work shown in the <i>DSA approved</i> construction documents.
Operating as contractor responsible for part of the work shown in the <i>DSA approved</i> construction documents. <i>(Describe scope of work in the contract.)</i>

2. REASON FOR FILING THIS VERIFIED REPORT *(Check applicable box)*

Interim Verified Report: List affected form DSA 152 Inspection Card Section #(s):
Final Verified Report: Construction of all work shown in the <i>DSA approved</i> construction documents that is part of my contract is complete.
Termination of Contract prior to completion of all work in the contract <i>(Provide last date of work):</i>
DSA Request Dated:

3. DEFERRED SUBMITTALS *(Check applicable box)*

This project does not require deferred submittals within the scope of my contract.
All deferred submittals within the scope of my contract are approved by DSA.
The following deferred submittals, within the scope of my contract, are not approved by DSA <i>(Provide list. Attach additional pages if necessary.):</i>

4. DEVIATIONS AS OF THE DATE OF THIS REPORT *(Check applicable box)*

All deviation notices pertinent to my contract related to work shown in the <i>DSA approved</i> construction documents are resolved.
There are unresolved deviation notices pertinent to my contract and related to work shown in the <i>DSA approved</i> construction documents. <i>(Attach copies)</i>
There is work pertinent to my contract that is not completed in compliance with the <i>DSA approved</i> construction documents. <i>(Briefly describe. Attach additional pages if necessary.)</i>

I attest that based on my own personal knowledge (as defined in California Code of Regulations, Title 24, Part 1, Sections 4-336 and 4-214) that, except as marked in Sections 3 and 4, as of the date of this report, the work has been performed and materials have been used and installed, in every material respect, in compliance with the *DSA approved* construction documents. I declare under penalty of perjury that I prepared this report and that all statements are true.

Signature: _____ Date: _____

Print Name: _____ Contractor's License No.: _____

Submit completed form to the DSA Regional Office with construction oversight authority for the project.

DSA OAKLAND 1515 Clay Street, Suite 1201 Oakland, CA 94612	DSA SACRAMENTO 1102 Q Street, Suite 5200 Sacramento, CA 95811	DSA LOS ANGELES 700 N. Alameda Street, Suite 5-500 Los Angeles, CA 90012	DSA SAN DIEGO 10920 Via Frontera Rd., Suite 300 San Diego, CA 92127
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IR A-15

TESTING AND INSPECTION OF REMOTELY FABRICATED STRUCTURAL ELEMENTS

Disciplines: Structural

History: Revised 11/09/20 Under 2019 CAC
Last Revised 05/08/18 Under Prior CBCs
Original Issue 08/13/03

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Forms](#) or [DSA Publications](#) webpages.

PURPOSE

The purpose of this Interpretation of Regulations (IR) clarifies requirements for testing materials and inspection of the construction that takes place off-site.

SCOPE

This IR is applicable to off-site construction including, but not limited to: factory-built buildings, proprietary structural elements, poles for lights, curbs/platforms for HVAC units, prefabricated ramps, elevator guide rails, wood and/or steel open-web joists, wood trusses, etc.

Exceptions: The following are outside the scope of this interpretation:

- The fabrication of bleachers (grandstands) is addressed in DSA's Interpretations of Regulations; see *IR 16-5: Design, Fabrication and Inspection of Bleachers, Folding and Telescopic Seating and Grandstands*.
- Packaged equipment such as HVAC units, motors, transformers, etc.
- Equipment that has received seismic certification pre-approval from the Office of Statewide Health Planning and Development (OSHPD).

BACKGROUND

In general, all aspects of the construction shown on the DSA-approved construction documents are subject to the California Building Code (CBC) and California Administrative Code (CAC) requirements for material testing and inspection, regardless of the location where the construction takes place. Since construction practices sometimes utilize specialized off-site manufacturing facilities to construct structures or portions of structures, this IR clarifies the requirements for inspection and structural tests of remotely fabricated items.

1. DEFINITIONS

Factory-Built Building

A building constructed in a plant at a location remote from the project site. Factory-built buildings include, but are not limited to: relocatable buildings, modular buildings (not relocatable), modular elevator towers, press boxes and modular shade structures.

Owner

For the purpose of this IR, owner shall be the State of California for state-owned or state-leased Essential Services Buildings.

Proprietary Structural Element

A structural element made or sold by a company or person that has the exclusive legal right to do so. Examples include, but are not limited to: moment connections qualified under the American Institute of Steel Construction (AISC) 358 and Buckling Restrained Braces.

TESTING AND INSPECTION OF REMOTELY FABRICATED STRUCTURAL ELEMENTS

2. TESTING AND SPECIAL INSPECTION

2.1 Material test and special inspection requirements are listed on form *DSA-103: List of Required Structural Tests and Special Inspections* and in the DSA-approved plans and/or specifications for each project.

The School Board/Owner—with the advice of the responsible architect or engineer—shall select the Laboratory of Record (LOR) to conduct all required structural tests for the project, and special inspections which are contracted to the laboratory. All required structural tests and special inspection services shall be performed by qualified representatives of the LOR, and under the direct supervision of the LOR's DSA-accepted engineering manager.

The School Board/Owner may contract individually and directly with a special inspector that is approved by DSA and supervised by the design professional in general responsible charge in accordance with CAC Section 4-335(f)1.B.

Exception: The LOR may subcontract structural tests and/or special inspections to a laboratory facility that is not DSA-accepted when all of the conditions of Sections 2.1.1 through 2.1.4 are met.

2.1.1 A facility accepted by DSA's Laboratory Evaluation and Acceptance program (LEA) does not exist within 300 miles of either the material supplier and/or the material fabrication location.

2.1.2 The required material test and/or special inspections are routine and the materials to be tested are used in an ordinary manner. Unusual materials and/or applications may require testing by an LEA-accepted facility at the discretion of the DSA field engineer for the project.

2.1.3 The facility to which services are subcontracted operates under the supervision of and reports directly to the LOR's approved engineering manager. The LOR's engineering manager shall verify the subcontracted facility's quality system management, personnel, equipment and operations meet the requirements of CAC Sections 4-335 and 4-335.1.

2.1.4 The LOR's engineering manager shall verify that all subcontracted tests and inspections are performed in accordance with the DSA-approved documents and that reports of such tests and inspections are submitted as required by code. Such supervision and control shall be evidenced by the engineering manager's signature and seal on the verified reports required by code.

3. GENERAL INSPECTION

Certain aspects of construction require inspection by an inspector approved by DSA, regardless of whether the construction occurs at an off-site facility or at the project site. In general, only Special Inspectors, DSA Class 1 inspectors (or equivalent for Essential Services Buildings), and Relocatable Building In-Plant inspectors are approved by DSA to inspect construction that occurs off-site.

Exceptions:

- With prior DSA District Structural Engineer (DSE) or their Supervisor's approval, DSA Class 2 and 3 inspectors may perform off-site construction inspection on projects within the inspector's classification. See *IR A-7: Inspector Certification and Approval* for project classification definitions.
- With prior DSA DSE or their Supervisor's approval, off-site inspection is not required if the nature of the construction allows the shop-fabricated assembly (excluding proprietary structural elements) to be fully inspected at the project site.

TESTING AND INSPECTION OF REMOTELY FABRICATED STRUCTURAL ELEMENTS

3.1 Factory-Built Building In-Plant Inspection

Inspectors performing factory-built building “in-plant” inspection are responsible for all aspects of the inspection of construction and for monitoring all work of the testing laboratories and special inspection that occurs in the fabrication plant. Such aspects of construction include, but are not limited to plywood shear wall nailing, gypsum wall board installation, roofing, electrical or mechanical work, etc., and may include welding inspection provided the inspector is appropriately certified. In-plant construction shall not commence until form *DSA 152 IPI: In-plant Inspector Inspection Card/Verified Report* has been issued by DSA in accordance with *PR 13-01: Construction Oversight Process*. Inspection, reporting, employment and all other aspects of inspection are identical to those defined for project inspectors except that the scope of work for which the “in-plant” inspector is responsible will not be the entire scope of the project. The portions of the construction that will occur in the fabrication plant and the portions that will occur at the project site must be clearly defined as part of the DSA-approved documents.

Exception: For factory-built building stockpile projects, the construction performed in the fabrication plant is the entire scope of the project.

REFERENCES:

California Code of Regulations (CCR) Title 24

Part 1: California Administrative Code (CAC), Sections 4-330 through 4-339

This IR is intended for use by DSA staff and by design professionals to promote statewide consistency for review and approval of plans and specifications as well as construction oversight of projects within the jurisdiction of DSA, which includes State of California public schools (K–12), community colleges and state-owned or state-leased essential services buildings. This IR indicates an acceptable method for achieving compliance with applicable codes and regulations, although other methods proposed by design professionals may be considered by DSA.

This IR is subject to revision at any time. Please check DSA’s website for currently effective IRs. Only IRs listed on the webpage at www.dgs.ca.gov/dsa/publications at the time of project application submittal to DSA are considered applicable.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS, 2022 CBC

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number: 19-C1	Increment Number: 02	Date Created: 2023-09-21 13:48:25

2022 CBC

IMPORTANT: This form is only a summary list of structural tests and some of the special inspections required for the project. Generally, the structural tests and special inspections noted on this form are those that will be performed by the Geotechnical Engineer of Record, Laboratory of Record, or Special Inspector. The actual complete test and inspection program must be performed as detailed on the DSA approved documents. The appendix at the bottom of this form identifies work NOT subject to DSA requirements for special inspection or structural testing. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A (2022 CBC).

****NOTE:** Undefined section and table references found in this document are from the CBC, or California Building Code.

KEY TO COLUMNS

1. TYPE	2. PERFORMED BY
<p>Continuous – Indicates that a continuous special inspection is required</p> <p>Periodic – Indicates that a periodic special inspection is required</p> <p>Test – Indicates that a test is required</p>	<p>GE (Geotechnical Engineer) – Indicates that the special inspection shall be performed by a registered geotechnical engineer or his or her authorized representative.</p> <p>LOR (Laboratory of Record) – Indicates that the test or special inspection shall be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program. See CAC Section 4-335.</p> <p>PI (Project Inspector) – Indicates that the special inspection may be performed by a project inspector when specifically approved by DSA.</p> <p>SI (Special Inspection) – Indicates that the special inspection shall be performed by an appropriately qualified/approved special inspector.</p>

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number: 19-C1	Increment Number: 02	Date Created: 2023-09-21 13:48:25

Geotechnical Reports: Project has a geotechnical report, or CDs indicate soils special inspection is required by GE

S1. GENERAL:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify that: <ul style="list-style-type: none"> • Site has been prepared properly prior to placement of controlled fill and/or excavations for foundations. • Foundation excavations are extended to proper depth and have reached proper material. • Materials below footings are adequate to achieve the design bearing capacity. 	Periodic	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) form for exemptions.)

S2. SOIL COMPACTION AND FILL:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Perform classification and testing of fill materials.	Test	LOR*	* Under the supervision of the geotechnical engineer.
<input checked="" type="checkbox"/>	b. Verify use of proper materials, densities and inspect lift thicknesses, placement and compaction during placement of fill.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (Refer to specific items identified in the Appendix (end of this form) form for exemptions where soils SI and testing may be conducted under the supervision of a geotechnical engineer or LOR's engineering manager. In such cases, the LOR's form DSA 291 shall satisfy the soil SI and test reporting requirements for the exempt items.)
<input checked="" type="checkbox"/>	c. Compaction testing.	Test	LOR*	* Under the supervision of the geotechnical engineer. (Refer to specific items identified in the Appendix (end of this form) for exemptions where soils testing may be conducted under the supervision of a geotechnical engineer or LOR's engineering manager. In such cases, the LOR's form DSA 291 shall satisfy the soil test reporting requirements for the exempt items.)

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number: 19-C1	Increment Number: 02	Date Created: 2023-09-21 13:48:25

S3. DRIVEN DEEP FOUNDATIONS (PILES):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify pile materials, sizes and lengths comply with the requirements.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	b. Determine capacities of test piles and conduct additional load tests as required.	Test	LOR*	* Under the supervision of the geotechnical engineer.
<input type="checkbox"/>	c. Inspect driving operations and maintain complete and accurate records for each pile.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	d. Verify locations of piles and their plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and record any pile damage.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	e. Steel piles.	Provide tests and inspections per STEEL section below.		
<input type="checkbox"/>	f. Concrete piles and concrete filled piles.	Provide tests and inspections per CONCRETE section below.		
<input type="checkbox"/>	g. For specialty piles, perform additional inspections as determined by the registered design professional in responsible charge.	*	*	* As defined on drawings or specifications.

S4. CAST-IN-PLACE DEEP FOUNDATIONS (PIERS):				
	Test or Special Inspection	Type	Performed By	Code References and Note
<input type="checkbox"/>	a. Inspect drilling operations and maintain complete and accurate records for each pier.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) for exemptions.)

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number: 19-C1	Increment Number: 02	Date Created: 2023-09-21 13:48:25

	Test or Special Inspection	Type	Performed By	Code References and Note
<input type="checkbox"/>	b. Verify pier locations, diameters, plumbness, bell diameters (if applicable), lengths and embedment into bedrock (if applicable); record concrete or grout volumes.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) for exemptions.)
<input type="checkbox"/>	c. Confirm adequate end strata bearing capacity.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) for exemptions.)
<input type="checkbox"/>	d. Concrete piers.	Provide tests and inspections per CONCRETE section below.		

S5. RETAINING WALLS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Placement, compaction and inspection of backfill.	Continuous	GE*	1705A.6.1. * By geotechnical engineer or his or her qualified representative. (See section S2 above).
<input type="checkbox"/>	b. Placement of soil reinforcement and/or drainage devices.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	c. Segmental retaining walls; inspect placement of units, dowels, connectors, etc.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. See DSA IR 18-2.
<input type="checkbox"/>	d. Concrete retaining walls.	Provide tests and inspections per CONCRETE section below.		
<input type="checkbox"/>	e. Masonry retaining walls.	Provide tests and inspections per MASONRY section below.		

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number: 19-C1	Increment Number: 02	Date Created: 2023-09-21 13:48:25

S6. OTHER SOILS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Soil Improvements	Test	GE*	Submit a comprehensive report documenting final soil improvements constructed, construction observation and the results of the confirmation testing and analysis to CGS (California Geological Survey) for final acceptance. * By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	b. Inspection of Soil Improvements	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	c.			

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2022 CBC

Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number: 19-C1	Increment Number: 02	Date Created: 2023-09-21 13:48:25

C1. CAST-IN-PLACE CONCRETE				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify use of required design mix.	Periodic	SI	Table 1705A.3 Item 5, 1910A.1.
<input checked="" type="checkbox"/>	b. Identify, sample, and test reinforcing steel.	Test	LOR	1910A.2; ACI 318-19 Ch.20 and Section 26.6.1.2; DSA IR 17-10. (See Appendix (end of this form) for exemptions.)
<input checked="" type="checkbox"/>	c. During concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	Test	LOR	Table 1705A.3 Item 6; ACI 318-19 Sections 26.5 & 26.12.
<input checked="" type="checkbox"/>	d. Test concrete (f'c).	Test	LOR	1905A.1.17; ACI 318-19 Section 26.12.
<input checked="" type="checkbox"/>	e. Batch plant inspection: Periodic	See Notes	SI	Default of ' Continuous ' per 1705A.3.3. If approved by DSA, batch plant inspection may be reduced to ' Periodic ' subject to requirements in Section 1705A.3.3.1, or eliminated per 1705A.3.3.2. See IR 17-13. (See Appendix (end of this form) for exemptions.)
<input type="checkbox"/>	f. Welding of reinforcing steel.	Provide special inspection per STEEL, Category S/A4(d) & (e) and/or S/A5(g) & (h) below.		

C2. PRESTRESSED / POST-TENSIONED CONCRETE (IN ADDITION TO SECTION C1):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Sample and test prestressing tendons and anchorages.	Test	LOR	1705A.3.4, 1910A.3
<input type="checkbox"/>	b. Inspect placement of prestressing tendons.	Periodic	SI	1705A.3.4, Table 1705A.3 Items 1 & 9.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2022 CBC

Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number: 19-C1	Increment Number: 02	Date Created: 2023-09-21 13:48:25

	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	c. Verify in-situ concrete strength prior to stressing of post-tensioning tendons.	Periodic	SI	Table 1705A.3 Item 13. Special inspector to verify specified concrete strength test prior to stressing.
<input type="checkbox"/>	d. Inspect application of post-tensioning or prestressing forces and grouting of bonded prestressing tendons.	Continuous	SI	1705A.3.4, Table 1705A.3 Item 9; ACI 318-14 Section 26.13

C3. PRECAST CONCRETE (IN ADDITION TO SECTION C1):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect fabrication of precast concrete members.	Continuous	SI	ACI 318-19 Section 26.13.
<input type="checkbox"/>	b. Inspect erection of precast concrete members.	Periodic	SI*	Table 1705A.3 Item 10. * May be performed by PI when specifically approved by DSA.
<input type="checkbox"/>	c. For precast concrete diaphragm connections or reinforcement at joints classified as moderate or high deformability elements (MDE or HDE) in structures assigned to Seismic Design Category D, E or F, inspect such connections and reinforcement in the field for: 1. Installation of the embedded parts 2. Completion of the continuity of reinforcement across joints. 3. Completion of connections in the field.	Continuous	SI	Table 1705A.3; ACI 318-19 Section 26.13.1.3; ACI 550.5
<input type="checkbox"/>	d. Inspect installation tolerances of precast concrete diaphragm connections for compliance with ACI 550.5.	Periodic	SI	Table 1705A.3; ACI 318-19 Section 26.13.1.3; ACI 550.5

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (CONCRETE), 2022 CBC

Table 1705A.3; ACI 318-19 Sections 26.12 & 26.13

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number: 19-C1	Increment Number: 02	Date Created: 2023-09-21 13:48:25

C4. SHOTCRETE (IN ADDITION TO SECTION C1):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect shotcrete placement for proper application techniques.	Continuous	SI	1705A.3.9, Table 1705A.3 Item 7, 1908A.1, 1908A.2, 1908A.3. See ACI 506.2-13 Section 3.4, ACI 506R-16.
<input type="checkbox"/>	b. Sample and test shotcrete (f _c).	Test	LOR	1908A.2, 1705A.3.9

C5. POST-INSTALLED ANCHORS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Inspect installation of post-installed anchors	See Notes	SI*	1617A.1.19, Table 1705A.3 Item 4a (Continuous) & 4b (Periodic), 1705A.3.8 (See Appendix (end of this form) for exemptions). ACI 318-14 Sections 17.8 & 26.13. * May be performed by the project inspector when specifically approved by DSA.
<input checked="" type="checkbox"/>	b. Test post-installed anchors.	Test	LOR	1910A.5. (See Appendix (end of this form) for exemptions.)

C6. OTHER CONCRETE:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a.			

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (STEEL AND ALUMINUM), 2022 CBC

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number: 19-C1	Increment Number: 02	Date Created: 2023-09-21 13:48:25

S/A1. STRUCTURAL STEEL, COLD-FORMED STEEL AND ALUMINUM USED FOR STRUCTURAL PURPOSES				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify identification of all materials and: • Mill certificates indicate material properties that comply with requirements. • Material sizes, types and grades comply with requirements.	Periodic	*	Table 1705A.2.1 Item 3a 3c. 2202A.1; AISI S100-20 Section A3.1 & A3.2, AISI S240-20 Section A3 & A5, AISI S220-20 Sections A4 & A6. * By special inspector or qualified technician when performed off-site.
<input checked="" type="checkbox"/>	b. Test unidentified materials	Test	LOR	2202A.1.
<input checked="" type="checkbox"/>	c. Examine seam welds of HSS shapes	Periodic	SI	DSA IR 17-3.
<input checked="" type="checkbox"/>	d. Verify and document steel fabrication per DSA-approved construction documents.	Periodic	SI	Not applicable to cold-formed steel light-frame construction, except for trusses (1705A.2.4).
<input type="checkbox"/>	e. Buckling restrained braces.	Test	LOR	Testing and special inspections in accordance with IR 22-4.

S/A2. HIGH-STRENGTH BOLTS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify identification markings and manufacturer's certificates of compliance conform to ASTM standards specified in the DSA-approved documents.	Periodic	SI	Table 1705A.2.1 Items 1a & 1b, 2202A.1; AISC 360-16 Section A3.3, J3.1, and N3.2; RCSC 2014 Section 1.5 & 2.1; DSA IR 17-8 & DSA IR 17-9.
<input checked="" type="checkbox"/>	b. Test high-strength bolts, nuts and washers.	Test	LOR	Table 1705A.2.1 Item 1c, 2213A.1; RCSC 2014 Section 7.2; DSA IR 17-8.
<input checked="" type="checkbox"/>	c. Bearing-type ("snug tight") connections.	Periodic	SI	Table 1705A.2.1 Item 2a, 1705A.2.6, 2204A.2; AISC 360-16 J3.1, J3.2, M2.5 & N5.6; RCSC 2014 Section 9.1; DSA IR 17-9.
<input checked="" type="checkbox"/>	d. Pretensioned and slip-critical connections.	*	SI	Table 1705A.2.1 Items 2b & 2c, 1705A.2.6, 2204A.2; AISC 360-16 J3.1, J3.2, M2.5 & N5.6; RCSC 2014 Sections 9.2 & 9.3; DSA IR 17-9. *"Continuous" or "Periodic" depends on the tightening method used.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (STEEL AND ALUMNINUM), 2022 CBC

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number: 19-C1	Increment Number: 02	Date Created: 2023-09-21 13:48:25

S/A3. WELDING:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify weld filler material identification markings per AWS designation listed on the DSA-approved documents and the WPS.	Periodic	SI	1705A.2.5, Table 1705A.2.1 Items 4 & 5; AWS D1.1 and AWS D1.8 for structural steel; AWS D1.2 for Aluminum; AWS D1.3 for cold-formed steel; AWS D1.4 for reinforcing steel; DSA IR 17-3.
<input checked="" type="checkbox"/>	b. Verify weld filler material manufacturer's certificate of compliance.	Periodic	SI	DSA IR 17-3.
<input checked="" type="checkbox"/>	c. Verify WPS, welder qualifications and equipment.	Periodic	SI	DSA IR 17-3.

S/A4. SHOP WELDING (IN ADDITION TO SECTION S/A3):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	Continuous	SI	Table 1705A.2.1 Items 5a.1 4; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
<input checked="" type="checkbox"/>	b. Inspect single-pass fillet welds ≤ 5/16", floor and roof deck welds.	Periodic	SI	1705A.2.2, Table 1705A.2.1 Items 5a.5 & 5a.6; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
<input checked="" type="checkbox"/>	c. Inspect welding of stairs and railing systems.	Periodic	SI	1705A.2.1; AISC 360-16 (and AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3.
<input type="checkbox"/>	d. Verification of reinforcing steel weldability other than ASTM A706.	Periodic	SI	1705A.3.1; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
<input type="checkbox"/>	e. Inspect welding of reinforcing steel.	Continuous	SI	Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2, 1903A.8; AWS D1.4; DSA IR 17-3.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (STEEL AND ALUMNINUM), 2022 CBC

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number: 19-C1	Increment Number: 02	Date Created: 2023-09-21 13:48:25

	Test or Special Inspection	Type	Performed By	Code References and Notes
S/A5. FIELD WELDING (IN ADDITION TO SECTION S/A3):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	Continuous	SI	Table 1705A.2.1 Items 5a.1 4; AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3.
<input checked="" type="checkbox"/>	b. Inspect single-pass fillet welds ≤ 5/16".	Periodic	SI	Table 1705A.2.1 Item 5a.5; AISC 360-16 (AISC 341-16 as applicable); DSA IR 17-3.
<input checked="" type="checkbox"/>	c. Inspect end-welded studs (ASTM A-108) installation (including bend test).	Periodic	SI	2213A.2; AISC 360-16 (AISC 341-16 as applicable); AWS D1.1; DSA IR 17-3.
<input checked="" type="checkbox"/>	d. Inspect floor and roof deck welds.	Periodic	SI	1705A.2.2, Table 1705A.2.1 Item 5a.6; AISC 360-16 (AISC 341-16 as applicable); AWS D1.3; DSA IR 17-3.
<input type="checkbox"/>	e. Inspect welding of structural cold-formed steel.	Periodic	SI*	1705A.2.5; AWS D1.3; DSA IR 17-3. The quality control provisions of AISI S240-20 Chapter D shall also apply. * May be performed by the project inspector when specifically approved by DSA.
<input checked="" type="checkbox"/>	f. Inspect welding of stairs and railing systems.	Periodic	SI*	1705A.2.1; AISC 360-16 (AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3. * May be performed by the project inspector when specifically approved by DSA.
<input type="checkbox"/>	g. Verification of reinforcing steel weldability.	Periodic	SI	1705A.3.1; AWS D1.4; DSA IR 17-3. Verify carbon equivalent reported on mill certificates.
<input type="checkbox"/>	h. Inspect welding of reinforcing steel.	Continuous	SI	Table 1705A.2.1 Item 5b, 1705A.3.1, Table 1705A.3 Item 2, 1903A.8; AWS D1.4; DSA IR 17-3.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (STEEL AND ALUMNINUM), 2022 CBC

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number: 19-C1	Increment Number: 02	Date Created: 2023-09-21 13:48:25

	Test or Special Inspection	Type	Performed By	Code References and Notes
S/A6. NONDESTRUCTIVE TESTING:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Ultrasonic	Test	LOR	1705A.2.1, 1705A.2.5; AISC 341-16 J6.2, AISC 360-16 N5.5; AWS D1.1, AWS D1.8; DSA IR 17-2.
<input type="checkbox"/>	b. Magnetic Particle	Test	LOR	1705A.2.1, 1705A.2.5; AISC 341-16 J6.2, AISC 360-16 N5.5; AWS D1.1, AWS D1.8; DSA IR 17-2.
<input type="checkbox"/>	c.	Test	LOR	

S/A7. STEEL JOISTS AND TRUSSES:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify size, type and grade for all chord and web members as well as connectors and weld filler material; verify joist profile, dimensions and camber (if applicable); verify all weld locations, lengths and profiles; mark or tag each joist.	Continuous	SI	1705A.2.3, Table 1705A.2.3; AWS D1.1; DSA IR 22-3 for steel joists only. 1705A.2.4; AWS D1.3 for cold-formed steel trusses.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (STEEL AND ALUMNINUM), 2022 CBC

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number: 19-C1	Increment Number: 02	Date Created: 2023-09-21 13:48:25

Test or Special Inspection	Type	Performed By	Code References and Notes
S/A8. SPRAYED FIRE-RESISTANT MATERIALS:			
Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/> a. Examine structural steel surface conditions, inspect application, take samples, measure thickness and verify compliance of all aspects of application with DSA-approved documents.	Periodic	SI	1705A.15, 1705A.1, 1705A.2, 1705A.3, 1705A.4.
<input type="checkbox"/> b. Test density.	Test	LOR	1705A.15.1, 1705A.15.5, ASTM E736
<input type="checkbox"/> c. Bond strength adhesion/cohesion.	Test	LOR	1705A.15.1, 1705A.15.4, ASTM E605

Test or Special Inspection	Type	Performed By	Code References and Notes
S/A9. ANCHOR BOLTS AND ANCHOR RODS:			
Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/> a. Anchor Bolts and Anchor Rods	Test	LOR	Sample and test anchor bolts and anchor rods not readily identifiable per procedures noted in DSA IR 17-11.
<input type="checkbox"/> b. Threaded rod not used for foundation anchorage.	Test	LOR	Sample and test threaded rods not readily identifiable per procedures noted in DSA IR 17-11.

Test or Special Inspection	Type	Performed By	Code References and Notes
S/A10. STORAGE RACK SYSTEMS:			
Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/> a. Materials used, to verify compliance with one or more of the material test reports in accordance with the approved construction documents.	Periodic	SI	Table 1705A.13.7
<input type="checkbox"/> b. Fabricated storage rack elements.	Periodic	SI	1704A.2.5; Table 1705A.13.7

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (STEEL AND ALUMNINUM), 2022 CBC

1705A.2.1, Table 1705A.2.1; AISC 303-16, AISC 341-16, AISC 358-16, AISC 360-16; AISI S100-20; RCSC 2014; AWS D1.1, AWS D1.2, AWS D1.3, AWS D1.4, AWS D1.8

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number: 19-C1	Increment Number: 02	Date Created: 2023-09-21 13:48:25

	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	c. Storage rack anchorage installation.	Periodic	SI	ANSI/MH16.1 Section 7.3.2; Table 1705A.13.7
<input type="checkbox"/>	d. Completed storage rack system to indicate compliance with the approved construction documents.	Periodic	SI*	Table 1705A.13.7; * May be preformed by the project inspector when specifically approved by DSA.

S/A11. Other Steel				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a.			

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (WOOD), 2022 CBC

1705A.5, Table 1705A.5.7

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number: 19-C1	Increment Number: 02	Date Created: 2023-09-21 13:48:25

W1. PREFABRICATED WOOD TRUSSES:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Inspect fabrication of manufactured open-web trusses.	Continuous	SI	1705A.5.6; DSA IR 23-8.
<input type="checkbox"/>	b. Inspect fabrication of manufactured metal-plate-connected trusses.	Continuous	SI	1705A.5.6, 1705A.5.7; DSA IR 23-4.

W2. MANUFACTURED WOOD STRUCTURAL ELEMENTS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Inspect fabrication of structural glued-laminated timber.*	Continuous	SI	* See 1705A.5.5 for exceptions
<input type="checkbox"/>	b. Inspect fabrication of cross-laminated timber.	Continuous	SI	1705A.5.5
<input type="checkbox"/>	c. Inspect erection of mass timber.	Periodic	SI	Table 1705A.5.3, Item 2
<input type="checkbox"/>	d. Inspect mass timber connections with threaded fasteners, bolts, and/or adhesive anchors other than described in item e below. Inspect concealed mass timber connections.	Periodic	SI	Table 1705A.5.3, Items 3.1, 3.3, 3.4, 3.5. For threaded fasteners: Verify use of proper installation equipment. Verify use of pre-drilled holes where required. Inspect screws, including diameter, length, head type, spacing, installation angle, and depth.
<input type="checkbox"/>	e. Inspect mass timber connections with adhesive anchors installed in a horizontal or upward orientation.	Continuous	SI	Table 1705A.5.3, Item 3.2
<input type="checkbox"/>	f. Inspect application of sealants or adhesives applied to mass timber elements.	Periodic	SI	1705A.20

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (WOOD), 2022 CBC

1705A.5, Table 1705A.5.7

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number: 19-C1	Increment Number: 02	Date Created: 2023-09-21 13:48:25

W3. OTHER Wood:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a.			

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number: 19-C1	Increment Number: 02	Date Created: 2023-09-21 13:48:25

Exempt items given in DSA IR A-22 or the 2019 CBC (including DSA amendments) and those items identified below with a check mark by the design professional are NOT subject to DSA requirements for the structural tests / special inspections noted. **Items marked as exempt shall be identified on the approved construction documents.** The project inspector shall verify all construction complies with the approved construction documents.

	SOILS:
<input type="checkbox"/>	1. Deep foundations acting as a cantilever footing with a design based on minimum allowable pressures per CBC Table 1806A.2 and without a geotechnical report for the following cases: A) free standing sign or scoreboard, B) cell or antenna towers and poles less than 35'-0" tall (e.g., lighting poles, flag poles, poles supporting open mesh fences, etc.), C) single-story structure with dead load less than 5 psf (e.g., open fabric shade structure), or D) covered walkway structure with an apex height less than 10'-0" above adjacent grade.
<input type="checkbox"/>	2. Shallow foundations, etc. are exempt from special inspections and testing by a Geotechnical Engineer for the following cases: A) buildings without a geotechnical report and meeting the exception item #1 criteria in CBC Section 1803A.2 supported by native soil (any excavation depth) or fill soil (not exceeding 12" depth per CBC Section 1804A.6), B) soil scarification/recompaction not exceeding 12" depth, C) native or fill soil supporting exterior non-structural flatwork (e.g., sidewalks, site concrete ramps, site stairs, parking lots, driveways, etc.), D) unpaved landscaping and playground areas, or E) utility trench backfill.

	CONCRETE/MASONRY:
<input type="checkbox"/>	1. Post-installed anchors for the following: A) exempt non-structural components (e.g., mechanical, electrical, plumbing equipment - see item 7 for "Welding" in the Appendix below) given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) or B) interior nonstructural wall partitions meeting criteria listed in exempt item 3 for "Welding" in the Appendix below
<input type="checkbox"/>	2. Concrete batch plant inspection is not required for items given in CBC Section 1705A.3.3.2 subject to the requirements and limitations in that section.
<input type="checkbox"/>	3. Non-bearing non-shear masonry walls may be exempt from certain DSA masonry testing and special inspection items as allowed per DSA IR 21-1. Refer to construction documents for specific exemptions accordingly for each applicable wall condition.
<input type="checkbox"/>	4. Epoxy shear dowels in site flatwork and/or other non-structural concrete.

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections


Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number: 19-C1	Increment Number: 02	Date Created: 2023-09-21 13:48:25

CONCRETE/MASONRY:	
<input type="checkbox"/>	5. Testing of reinforcing bars is not required for items given in CBC Section 1910A.2 subject to the requirements and limitations in that section.

WELDING:	
<input type="checkbox"/>	1. Solid-clad and open-mesh fences, gates with maximum leaf span of 10', and gates with a maximum rolling section of 10' all having an apex height less than 8'-0" above lowest adjacent grade. When located above circulation or occupied space below, these gates/fences are not located within 1.5x gate/fence height (max 8'-0") to the edge of floor or roof.
<input type="checkbox"/>	2. Handrails, guardrails, and modular or relocatable ramps associated with walking surfaces less than 30" above adjacent grade (excluding post base connections per the 'Exception' language in Section 1705A.2.1); fillet welds shall not be ground flush.
<input type="checkbox"/>	3. Non-structural interior cold-formed steel framing spanning less than 15'-0", such as in interior partitions, interior soffits, etc. supporting only self weight and light-weight finishes or adhered tile, masonry, stone, or terra cotta veneer no more than 5/8" thickness and apex less than 20'-0" in height and not over an exit way. Maximum tributary load to a member shall not exceed the equivalent of that occurring from a 10'x10' opening in a 15' tall wall for a header or king stud.
<input type="checkbox"/>	4. Manufactured support frames and curbs using hot rolled or cold-formed steel (i.e., light gauge) for mechanical, electrical, or plumbing equipment weighing less than 2000# (equipment only) (connections of such frames to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above).
<input type="checkbox"/>	5. Manufactured components (e.g., Tolco, B-Line, Afcon, etc.) for mechanical, electrical, or plumbing hanger support and bracing (connections of such components to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above).
<input type="checkbox"/>	6. TV Brackets, projector mounts with a valid listing (see DSA IR A-5) and recreational equipment (e.g., playground structures, basketball backstops, etc.) (connections of such elements to superstructure elements using welding will require special inspection as noted in selected item(s) for sections S/A3, S/A4 and/or S/A5 located in the Steel/Aluminum category of listing above).
<input type="checkbox"/>	7. Any support for exempt non-structural components given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) meeting the following: A) when supported on a floor/roof, <400# and resulting composite center of mass (including component's center of mass) ≤4' above supporting floor/roof, B) when hung from a wall or roof/floor, <20# for discrete units or <5 plf for distributed systems.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS(SIGNATURE), 2022 CBC

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number: 19-C1	Increment Number: 02	Date Created: 2023-09-21 13:48:25

Name of Architect or Engineer in general responsible charge: Shane S. Fitzgerald, SE, DBIA	
Name of Structural Engineer (When structural design has been delegated): 	
Signature of Architect or Structural Engineer: 	Date: 10/19/2023

Note: To facilitate DSA electronic mark-ups and identification stamp application, DSA recommends against using secured electronic or digital signatures.

DSA STAMP

DSA 103-22: LIST OF REQUIRED VERIFIED REPORTS, CBC 2022

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number: 19-C1	Increment Number: 02	Date Created: 2023-09-21 13:48:25

1. Soils Testing and Inspection: Geotechnical Verified Report Form DSA 293

2. Structural Testing and Inspection: Laboratory Verified Report Form DSA 291

3. Concrete Batch Plant Inspection: Laboratory Verified Report Form DSA 291

4. Post-installed Anchors: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

5. Shop Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

6. Field Welding Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

7. High-Strength Bolt Installation Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

8. Mass Timber Inspection: Laboratory Verified Report Form DSA 291, or, for independently contracting SI, Special Inspection Verified Report Form DSA 292

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS, 2022 CBC

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number:	Increment Number: 01	Date Created: 2023-04-03 08:54:01

2022 CBC

IMPORTANT: This form is only a summary list of structural tests and some of the special inspections required for the project. Generally, the structural tests and special inspections noted on this form are those that will be performed by the Geotechnical Engineer of Record, Laboratory of Record, or Special Inspector. The actual complete test and inspection program must be performed as detailed on the DSA approved documents. The appendix at the bottom of this form identifies work NOT subject to DSA requirements for special inspection or structural testing. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A (2022 CBC).

****NOTE:** Undefined section and table references found in this document are from the CBC, or California Building Code.

KEY TO COLUMNS

1. TYPE	2. PERFORMED BY
<p>Continuous – Indicates that a continuous special inspection is required</p> <p>Periodic – Indicates that a periodic special inspection is required</p> <p>Test – Indicates that a test is required</p>	<p>GE (Geotechnical Engineer) – Indicates that the special inspection shall be performed by a registered geotechnical engineer or his or her authorized representative.</p> <p>LOR (Laboratory of Record) – Indicates that the test or special inspection shall be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program. See CAC Section 4-335.</p> <p>PI (Project Inspector) – Indicates that the special inspection may be performed by a project inspector when specifically approved by DSA.</p> <p>SI (Special Inspection) – Indicates that the special inspection shall be performed by an appropriately qualified/approved special inspector.</p>

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number:	Increment Number: 01	Date Created: 2023-04-03 08:54:01

Geotechnical Reports: Project has a geotechnical report, or CDs indicate soils special inspection is required by GE

S1. GENERAL:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Verify that: • Site has been prepared properly prior to placement of controlled fill and/or excavations for foundations. • Foundation excavations are extended to proper depth and have reached proper material. • Materials below footings are adequate to achieve the design bearing capacity.	Periodic	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) form for exemptions.)

S2. SOIL COMPACTION AND FILL:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Perform classification and testing of fill materials.	Test	LOR*	* Under the supervision of the geotechnical engineer.
<input type="checkbox"/>	b. Verify use of proper materials, densities and inspect lift thicknesses, placement and compaction during placement of fill.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (Refer to specific items identified in the Appendix (end of this form) form for exemptions where soils SI and testing may be conducted under the supervision of a geotechnical engineer or LOR's engineering manager. In such cases, the LOR's form DSA 291 shall satisfy the soil SI and test reporting requirements for the exempt items.)
<input type="checkbox"/>	c. Compaction testing.	Test	LOR*	* Under the supervision of the geotechnical engineer. (Refer to specific items identified in the Appendix (end of this form) for exemptions where soils testing may be conducted under the supervision of a geotechnical engineer or LOR's engineering manager. In such cases, the LOR's form DSA 291 shall satisfy the soil test reporting requirements for the exempt items.)

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number:	Increment Number: 01	Date Created: 2023-04-03 08:54:01

S3. DRIVEN DEEP FOUNDATIONS (PILES):				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Verify pile materials, sizes and lengths comply with the requirements.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	b. Determine capacities of test piles and conduct additional load tests as required.	Test	LOR*	* Under the supervision of the geotechnical engineer.
<input type="checkbox"/>	c. Inspect driving operations and maintain complete and accurate records for each pile.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	d. Verify locations of piles and their plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and record any pile damage.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	e. Steel piles.	Provide tests and inspections per STEEL section below.		
<input type="checkbox"/>	f. Concrete piles and concrete filled piles.	Provide tests and inspections per CONCRETE section below.		
<input type="checkbox"/>	g. For specialty piles, perform additional inspections as determined by the registered design professional in responsible charge.	*	*	* As defined on drawings or specifications.

S4. CAST-IN-PLACE DEEP FOUNDATIONS (PIERS):				
	Test or Special Inspection	Type	Performed By	Code References and Note
<input type="checkbox"/>	a. Inspect drilling operations and maintain complete and accurate records for each pier.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) for exemptions.)

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number:	Increment Number: 01	Date Created: 2023-04-03 08:54:01

	Test or Special Inspection	Type	Performed By	Code References and Note
<input type="checkbox"/>	b. Verify pier locations, diameters, plumbness, bell diameters (if applicable), lengths and embedment into bedrock (if applicable); record concrete or grout volumes.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) for exemptions.)
<input type="checkbox"/>	c. Confirm adequate end strata bearing capacity.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. (See Appendix (end of this form) for exemptions.)
<input type="checkbox"/>	d. Concrete piers.	Provide tests and inspections per CONCRETE section below.		

S5. RETAINING WALLS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input type="checkbox"/>	a. Placement, compaction and inspection of backfill.	Continuous	GE*	1705A.6.1. * By geotechnical engineer or his or her qualified representative. (See section S2 above).
<input type="checkbox"/>	b. Placement of soil reinforcement and/or drainage devices.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	c. Segmental retaining walls; inspect placement of units, dowels, connectors, etc.	Continuous	GE*	* By geotechnical engineer or his or her qualified representative. See DSA IR 18-2.
<input type="checkbox"/>	d. Concrete retaining walls.	Provide tests and inspections per CONCRETE section below.		
<input type="checkbox"/>	e. Masonry retaining walls.	Provide tests and inspections per MASONRY section below.		

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS (SOILS), 2022 CBC

Table 1705A.6, Table 1705A.7, Table 1705A.8

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number:	Increment Number: 01	Date Created: 2023-04-03 08:54:01

S6. OTHER SOILS:				
	Test or Special Inspection	Type	Performed By	Code References and Notes
<input checked="" type="checkbox"/>	a. Soil Improvements	Test	GE*	Submit a comprehensive report documenting final soil improvements constructed, construction observation and the results of the confirmation testing and analysis to CGS (California Geological Survey) for final acceptance. * By geotechnical engineer or his or her qualified representative.
<input checked="" type="checkbox"/>	b. Inspection of Soil Improvements	Continuous	GE*	* By geotechnical engineer or his or her qualified representative.
<input type="checkbox"/>	c.			

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number:	Increment Number: 01	Date Created: 2023-04-03 08:54:01

Exempt items given in DSA IR A-22 or the 2019 CBC (including DSA amendments) and those items identified below with a check mark by the design professional are NOT subject to DSA requirements for the structural tests / special inspections noted. **Items marked as exempt shall be identified on the approved construction documents.** The project inspector shall verify all construction complies with the approved construction documents.

SOILS:	
<input type="checkbox"/>	1. Deep foundations acting as a cantilever footing with a design based on minimum allowable pressures per CBC Table 1806A.2 and without a geotechnical report for the following cases: A) free standing sign or scoreboard, B) cell or antenna towers and poles less than 35'-0" tall (e.g., lighting poles, flag poles, poles supporting open mesh fences, etc.), C) single-story structure with dead load less than 5 psf (e.g., open fabric shade structure), or D) covered walkway structure with an apex height less than 10'-0" above adjacent grade.
<input type="checkbox"/>	2. Shallow foundations, etc. are exempt from special inspections and testing by a Geotechnical Engineer for the following cases: A) buildings without a geotechnical report and meeting the exception item #1 criteria in CBC Section 1803A.2 supported by native soil (any excavation depth) or fill soil (not exceeding 12" depth per CBC Section 1804A.6), B) soil scarification/recompaction not exceeding 12" depth, C) native or fill soil supporting exterior non-structural flatwork (e.g., sidewalks, site concrete ramps, site stairs, parking lots, driveways, etc.), D) unpaved landscaping and playground areas, or E) utility trench backfill.

CONCRETE/MASONRY:	
<input type="checkbox"/>	1. Post-installed anchors for the following: A) exempt non-structural components (e.g., mechanical, electrical, plumbing equipment - see item 7 for "Welding" in the Appendix below) given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) or B) interior nonstructural wall partitions meeting criteria listed in exempt item 3 for "Welding" in the Appendix below
<input type="checkbox"/>	2. Concrete batch plant inspection is not required for items given in CBC Section 1705A.3.3.2 subject to the requirements and limitations in that section.
<input type="checkbox"/>	3. Non-bearing non-shear masonry walls may be exempt from certain DSA masonry testing and special inspection items as allowed per DSA IR 21-1. Refer to construction documents for specific exemptions accordingly for each applicable wall condition.
<input type="checkbox"/>	4. Epoxy shear dowels in site flatwork and/or other non-structural concrete.

Appendix: Work Exempt from DSA Requirements for Structural Tests / Special Inspections


Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number:	Increment Number: 01	Date Created: 2023-04-03 08:54:01

	CONCRETE/MASONRY:
<input type="checkbox"/>	5. Testing of reinforcing bars is not required for items given in CBC Section 1910A.2 subject to the requirements and limitations in that section.

	WELDING:
<input type="checkbox"/>	1. Solid-clad and open-mesh fences, gates with maximum leaf span of 10', and gates with a maximum rolling section of 10' all having an apex height less than 8'-0" above lowest adjacent grade. When located above circulation or occupied space below, these gates/fences are not located within 1.5x gate/fence height (max 8'-0") to the edge of floor or roof.
<input type="checkbox"/>	2. Handrails, guardrails, and modular or relocatable ramps associated with walking surfaces less than 30" above adjacent grade (excluding post base connections per the 'Exception' language in Section 1705A.2.1); fillet welds shall not be ground flush.
<input type="checkbox"/>	3. Non-structural interior cold-formed steel framing spanning less than 15'-0", such as in interior partitions, interior soffits, etc. supporting only self weight and light-weight finishes or adhered tile, masonry, stone, or terra cotta veneer no more than 5/8" thickness and apex less than 20'-0" in height and not over an exit way. Maximum tributary load to a member shall not exceed the equivalent of that occurring from a 10'x10' opening in a 15' tall wall for a header or king stud.
<input type="checkbox"/>	4. Manufactured support frames and curbs using hot rolled or cold-formed steel (i.e., light gauge) for mechanical, electrical, or plumbing equipment weighing less than 2000# (equipment only) (connections of such frames to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above).
<input type="checkbox"/>	5. Manufactured components (e.g., Tolco, B-Line, Afcon, etc.) for mechanical, electrical, or plumbing hanger support and bracing (connections of such components to superstructure elements using welding will require special inspection as noted in selected item(s) for Sections S/A3, S/A4 and/or S/A5 of listing above).
<input type="checkbox"/>	6. TV Brackets, projector mounts with a valid listing (see DSA IR A-5) and recreational equipment (e.g., playground structures, basketball backstops, etc.) (connections of such elements to superstructure elements using welding will require special inspection as noted in selected item(s) for sections S/A3, S/A4 and/or S/A5 located in the Steel/Aluminum category of listing above).
<input type="checkbox"/>	7. Any support for exempt non-structural components given in CBC Section 1617A.1.18 (which replaces ASCE 7-16, Section 13.1.4) meeting the following: A) when supported on a floor/roof, <400# and resulting composite center of mass (including component's center of mass) ≤4' above supporting floor/roof, B) when hung from a wall or roof/floor, <20# for discrete units or <5 plf for distributed systems.

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS(SIGNATURE), 2022 CBC

Application Number: 03-123205	School Name: Compton College	School District: Compton Community College District
DSA File Number:	Increment Number: 01	Date Created: 2023-04-03 08:54:01

Name of Architect or Engineer in general responsible charge: Shane S. Fitzgerald, SE	
Name of Structural Engineer (When structural design has been delegated): 	
Signature of Architect or Structural Engineer: 	Date: 04/03/2023

Note: To facilitate DSA electronic mark-ups and identification stamp application, DSA recommends against using secured electronic or digital signatures.

DSA STAMP
IDENTIFICATION STAMP DIV. OF THE STATE ARCHITECT APP: 03-123205 INC: REVIEWED FOR SS <input checked="" type="checkbox"/> FLS <input checked="" type="checkbox"/> ACS <input checked="" type="checkbox"/> DATE: <u>10/02/2023</u>

DSA 103-22: LIST OF REQUIRED VERIFIED REPORTS, CBC 2022

Application Number:

03-123205

School Name:

Compton College

School District:

Compton Community College District

DSA File Number:

Increment Number:

01

Date Created:

2023-04-03 08:54:01

1. Soils Testing and Inspection: Geotechnical Verified Report Form DSA 293
-

COMPTON COMMUNITY COLLEGE DISTRICT
Construction Procedures Manual

V. PROJECT / CONTRACT COMPLETION

- A. The contracts of certain other Contractors may be complete prior to the overall completion of the project, as determined by the Construction Manager. The entire project is not finally complete until Contractors have completed their work and all equipment and furnishings have been installed, systems tested, and accepted and all notices of completion recorded. The District may occupy all or any part of the project prior to completion, in accordance with the Contract Documents. See General Conditions Article 3.8 or further details regarding project completion and requirements.

COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual

VI. CONTRACT CLOSE-OUT

A. Contract close-out involves review of the Contract Documents, drawings, specifications, schedules, and inspection reports to ensure the Contractors have satisfactorily completed the requirements of the Contract Documents (General Conditions) before release of the retainage, the Contractor must deliver to the Construction Manager the following close-out submittals and documentation: Including, but not limited to, the following (see also General Conditions):

1. Certificate(s) of Inspection as applicable
2. Project record documents, including as-built documents (Hard and Electronic per the District Requirements)
3. Operation and Maintenance Manuals - (per Contract Documents)
4. Warranties and Bonds - two wet signed notarized originals that **MUST** be signed with blue ink
5. Keys and keying schedule
6. Spare parts and materials
7. Statement of completion of all punch list items
8. Affidavit that all payrolls, bills, and indebtedness connected with the work have been paid or satisfied - sworn statement
9. Final waiver of liens
10. Consent of Surety to final payment
11. Final Verified Reports
12. Other data as required by the Construction Manager for assurance of satisfaction of the requirements of the contract documents.
13. In-Service Schedule
14. Commissioning

The A/E will make distribution of the close-out submittals to the Owner with copies to the appropriate project team members.

COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual

- B. The A/E will draft the Notice of Completion for Board presentation. The District normally files these with the County within ten (10) days of the Board's action.

- C. Upon completion and submittal of all contract close-out times, the Contractor shall submit written notice to the Construction Manager that the project is ready for final inspection. Concurrent with the request for final inspection, the Contractor shall prepare and submit a final application for payment, the Construction Manager, in conjunction with the A/E, will issue a final certificate for payment to the Owner recommending final payment. The Owner will make final payment, less outstanding Stop Notices.

END OF SECTION

COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual

VII. APPENDIX

A. GENERAL FORMS:

1. Daily Construction Job Report
2. Submittal Form
3. Substitution Request Form
4. Inspection Request
5. Request For Information
6. Request For Quotation Form
7. Allowance Usage Request Form
8. Potential Change Order
9. Change and Extras Form
10. Schedule of Values Sheet
11. Instruction Sheet for Pay Applications
12. Application and Certification for Payment
13. Conditional Waiver And Release Upon Progress Payment
14. Unconditional Waiver And Release Upon Progress Payment
15. Conditional Waiver And Release Upon Final Payment
16. Unconditional Waiver And Release Upon Final Payment
17. As-Built Verification Form
18. 3-Week-Look-Ahead
19. Time and Material Work Item Ticket
20. Guarantee Form
21. DSA-6 Form

COMPTON COMMUNITY COLLEGE DISTRICT

PROJECT COORDINATION

PART 1 - GENERAL

1.1 REQUIREMENTS INCLUDED:

- A. The GENERAL CONTRACTOR shall coordinate his Work and Work of his subcontractors for the Project.
- B. General Contractor shall:
 - 1. Coordinate work of his own employees and suppliers.
 - 2. Expedite his work to assure compliance with schedules.
 - 3. Coordinate his work with that of other General Contractors, subcontractors, and work by DISTRICT.
- C. General Contractor shall coordinate his work and the work of his subcontractors.
- D. This General Contractor understands and will coordinate with Bid Documents to ensure proper coordination, scheduling and ensure that the required Fire Watch/Security is well informed and coordinated with the Construction Manager and reviewed at each construction meeting.

1.2 RELATED REQUIREMENTS:

- A. The General Conditions of the Contract: Authority and responsibilities of the Contractor and subcontractor.

1.3 CONSTRUCTION ORGANIZATION AND START-UP:

- A. The General Contractor shall establish on-site lines of authority and communications, and each Contractor shall:
 - 1. Attend pre-construction meeting and mandatory weekly progress meetings.
 - 2. Establish procedures for inter-project communications:
 - a. Submittals
 - b. Reports and records

COMPTON COMMUNITY COLLEGE DISTRICT

- c. Recommendations
 - d. Coordination drawings
 - e. Schedules (Critical path method, submitted to CONSTRUCTION MANAGER in accordance with the General Conditions)
 - f. Resolution of conflicts
3. Interpret Contract Documents:
- a. Consult with CONSTRUCTION MANAGER to obtain interpretation from the ARCHITECT.
 - b. Assist in resolution of questions or conflicts which may arise.
 - c. Transmit written interpretations to subcontractors and to other concerned parties.
4. Assist in obtaining permits and approvals:
- a. Building permits and special permits required for all Work or for temporary facilities.
 - b. Verify that subcontractors have obtained inspections for all Work through the D.S.A. approved INSPECTOR.
5. Control the use of site:
- a. Supervise field engineering and site layout.
 - b. Allocate space for each subcontractor's use for field offices, sheds, and work and storage areas as approved by the CONSTRUCTION MANAGER.
 - c. Establish access, traffic and parking allocations and regulations.
 - d. Monitor use of site during construction.

1.4 GENERAL DUTIES:

- A. Construction Schedules - General Contractor shall:

COMPTON COMMUNITY COLLEGE DISTRICT

1. Prepare a detailed schedule of basic operations for all subcontractors.
 - a. Each subcontractor shall prepare sub-schedules to comply with critical phases.
2. Monitor schedules as work progresses:
 - a. Identify potential variances between scheduled and probable completion dates for each phase.
 - b. Recommend to CONSTRUCTION MANAGER adjustments in schedule to meet required completion dates.
 - c. Adjust schedules of subcontractors as required.
 - d. Document changes in schedule, submit to DISTRICT and ARCHITECT/ENGINEER through the CONSTRUCTION MANAGER and to involved subcontractors.
 - e. Upon written notice by CONSTRUCTION MANAGER, GENERAL CONTRACTOR shall, within three (3) calendar days, provide a complete recovery schedule, including manpower loading, resource loading, detailing how the GENERAL CONTRACTOR and his subcontractors will recover GENERAL CONTRACTOR'S original scheduled milestone dates. Recovery schedule shall show overtime, weekends, or multiple shifts as necessary to meet each milestone of the original schedule.
3. Observe Work of each subcontractor to monitor compliance with schedule.
 - a. Verify that labor and equipment are adequate for the Work and the schedule.
 - b. Confirm that product procurement schedules are adequate.
 - c. Confirm that product deliveries are adequate to maintain schedule.

COMPTON COMMUNITY COLLEGE DISTRICT

- d. Report noncompliance to District D.S.A. approved INSPECTOR, with recommendation for changes.
- B. Process Shop Drawings, product data and samples - General Contractor shall:
1. Prior to submittal to ARCHITECT/ENGINEER, review for compliance with Contract Documents:
 - a. Field dimensions and clearance dimensions.
 - b. Relation to available space.
 - c. Relation to other contracts and to other trades.
 - d. Effect of any changes on the Work of any other contracts or other trades.
 - e. Provide written approval that submittals have been approved by General Contractor.
- C. Review coordination drawings prepared by mechanical and electrical Contractors - General Contractor shall:
1. Prior to submittal to ARCHITECT/ENGINEER, through the CONSTRUCTION MANAGER, review for compliance with Contract Documents.
 2. Resolve conflicts and assure coordination of the Work of, or affected by, mechanical and electrical trades, or by special equipment requirements.
- D. Inspection and testing - General Contractor shall:
1. Inspect Work to assure performance in accordance with requirements of Contract Documents.
 2. Bring to ARCHITECT'S/ENGINEER'S attention, through the CONSTRUCTION MANAGER, the need of any special testing and inspections of suspect Work.
 3. Reject Work which does not comply with requirements of Contract Documents.
 4. Coordinate Testing Laboratory services:

COMPTON COMMUNITY COLLEGE DISTRICT

- a. Verify that required laboratory personnel are present.
 - b. Verify that tests are made in accordance with specified standards.
 - c. Review test reports for compliance with specified criteria.
 - d. Recommend and administer any required retesting.
- E. Monitor the use of temporary utilities - General Contractor shall verify that adequate services are provided and maintained.
- F. Monitor the GENERAL CONTRACTOR'S periodic cleaning - General Contractor shall:
1. Enforce compliance with Specifications.
 2. Resolve any conflicts.
- G. Arrange for delivery of DISTRICT furnished products - General Contractor shall:
1. Inspect for condition at delivery.
 2. Turn over to appropriate subcontractor, obtain receipt.
- H. Changes and substitutions - General Contractor shall:
1. Recommend necessary or desirable changes to DISTRICT and to ARCHITECT/ENGINEER, through the CONSTRUCTION MANAGER.
 2. Review subcontractor's requests for changes and substitutions. Submit recommendations to DISTRICT and to ARCHITECT/ENGINEER through the CONSTRUCTION MANAGER.
 3. Assist ARCHITECT/ENGINEER, through the CONSTRUCTION MANAGER, in negotiating Change Orders.
 4. Promptly notify all subcontractors of pending changes or substitutions.

1.5 CLOSE-OUT DUTIES:

COMPTON COMMUNITY COLLEGE DISTRICT

- A. Mechanical and electrical equipment start-up:
1. Coordinate check-out of utilities, operations systems, and equipment.
 2. Assist in initial start-up and testing.
 3. Record dates of start of operation of systems and equipment.
 4. Submit to DISTRICT written notice of beginning of warranty period for equipment put into service.
- B. At completion of Work of Contract, conduct an inspection to assure that:
1. Specified cleaning has been accomplished.
 2. Temporary facilities have been removed from site.
- C. Substantial Completion:
1. Conduct an inspection to confirm or supplement General Contractor's list of work to be completed or corrected.
 2. Assist ARCHITECT/ENGINEER, through the CONSTRUCTION MANAGER, in preparation of correction list.
 3. Supervise correction and completion of Work as established in Certificate of Substantial Completion.
- D. When DISTRICT occupies a portion of Project prior to final completion, coordinate established responsibilities of GENERAL CONTRACTOR and DISTRICT.
- E. Final Completion:
1. When General Contractor determines that Work is finally complete, conduct an inspection to verify completion of Work, prior to Punchlist.

COMPTON COMMUNITY COLLEGE DISTRICT

2. Assist ARCHITECT/ENGINEER, through the CONSTRUCTION MANAGER, in verification of final completion.

F. Administration of Contract Close-out: - General Contractor shall:

1. Review final submittals and as-builts prior to transmittal.
2. Transmit to ARCHITECT/ENGINEER, through the CONSTRUCTION MANAGER, with recommendations for action.

1.6 REQUEST FOR INFORMATION

- A. General Contractor shall plan, schedule, coordinate and sequence Work so Requests for Information (RFI), if necessary, may be submitted to the Architect/Engineer in a timely manner so as not to delay progress of Work. Submission of and responses to RFI(s) with copies to Owner, shall be transmitted via email to designated email addresses.
- B. Telephone conversations requesting information shall be confirmed in writing for prompt reply of all RFI(s). General Contractor shall coordinate the timing of email or telephone conversations to be made with the Architect's/Engineer's office between the hours of 8:00 a.m. and noon, Monday through Friday.
- C. Architect/Engineer shall have the same time period to respond to RFI(s) as "shop drawing review period". When Architect/Engineer responds to an RFI within 5 working days after receipt of RFI but when the response already is contained or included within contract documents, or is based on referenced standards, or is based on established and common construction practices, Contractor shall reimburse the Architect at the following hourly rates:

Principal	\$200
Associate Architect/Project Manager	200
Project Architect/Engineer	200
Job Captain	100
Draftsperson	100
Support Staff	100

If RFI requires Architect's/Engineer's Consultant(s) acknowledgement, General Contractor shall reimburse consultant(s), at the same hourly rate for consultant's staff; General Contractor shall also pay to the Architect, a percentage for

COMPTON COMMUNITY COLLEGE DISTRICT

overhead and profit to the consultant's fee, equal to the markup the General Contractor adds to "Change Orders".

- D. General Contractor shall be billed at "Request for Payment" meeting, and payment is due on the 10th day of the following month. If payment is not received by Architect/Engineer by that date, Architect's/Engineer's response to pending RFIs will be delayed by the same number of days as the days the payment check for RFI services is late.
- E. No damages for delay due to RFI response beyond allotted time will be allowed, unless Contractor can show that RFI was not foreseeable with proper planning, scheduling, coordination, and sequencing, and the Architect's/Engineer's late response delayed timely purchase or delivery of equipment or material, or limited construction personnel from proceeding with their task(s), within previously listed "Construction Schedule" activity period(s).

1.7 QUALITY ASSURANCE

- A. Familiarity with Contract Documents:
 - 1. General Contractor and all Subcontractors shall conduct a study necessary to become completely familiar with all requirements. Applicable requirements indicated or described in the Contract Documents, and the publications referred to, are a part of the Work required as though repeated in each such Section.
 - 2. In the event discrepancies or conflicts are encountered, notify the Architect/Engineer immediately. Where there is discrepancy between different parts of the contract documents, including referenced codes and standards, the documents requiring the higher quality, the greater quantity, or the more difficult work shall govern, unless determined otherwise by the Architect.
 - 3. Promptly distribute required information to entities concerned and ensure the needed actions are taken.
- B. Reporting: Unless otherwise noted by the General Contractor in his transmittals, all of the General Contractor's data transmittals to the Architect/Engineer for the Architect's/Engineer's review will be construed as stipulating that the General Contractor has thoroughly and completely reviewed and coordinated the data prior to transmittal.

COMPTON COMMUNITY COLLEGE DISTRICT

- C. Interfacing: It shall be solely the responsibility of General Contractor to make sure that the assigned work completes in a timely manner and that all interfaces are prepared, connected, and function as required.

PART 2 – PRODUCTS – All products will be submitted and approved by the Architect/Engineer prior to purchase and then placement.

PART 3 - EXECUTION

3.1 PLANNING THE WORK

- A. By thorough advance planning of activities, coordinate the following in addition to other coordination activities required:
 - 1. Materials, services, and equipment purchasing.
 - 2. Shipping.
 - 3. Receipt and storage at the site.
 - 4. Installation, including interface with related items.
 - 5. Inspection and testing, to the extent required under the Contract.
 - 6. Assistance in initial start-up and operational tests.
 - 7. Completion of the Work, including removal and disposal of Contractor's surplus material and equipment, and final cleaning of structures and sites.

3.2 COORDINATION

- A. Coordinate construction activities included under various Sections of these Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation connection and operation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work.

COMPTON COMMUNITY COLLEGE DISTRICT

3.3 GENERAL INSTALLATION PROVISIONS

- A. Coordination methods used by the General Contractor are at the General Contractor's option, except that the Architect/Engineer may disapprove Work completed by the General Contractor or data submitted by the General Contractor when, in the Architect's/Engineer's judgment, coordination has been inadequate to ensure the specified quality.
- B. Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated. Refer questionable mounting height decisions to the Architect for final decision.

END OF SECTION

COMPTON COMMUNITY COLLEGE DISTRICT

ACCELERATION OF WORK

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for the acceleration of the work by the Contractor.
 - 1. Where work is falling behind the construction schedule and the total project may not be completed by the date for contract completion as adjusted by change orders.
 - 2. Where the District requires the entire project or a portion thereof be completed at a date earlier than the contract completion date as adjusted by change orders.
- B. Related Sections
 - 1. Section 01 25 00 - Contract Modifications Procedures
 - 2. Section 01 29 00 - Payment Procedures
 - 3. Section 01 33 00 - Submittals.
- C. Construction Completion date as stated in the Agreement shall be the completion dated as revised by all time extensions granted at the time acceleration of the work begins.

1.2 NOTICE TO ACCELERATE WORK

- A. If in the judgment of the Architect and School District it becomes necessary at any time to accelerate the work or a portion thereof to increase rate of progress when the contractor has not complied with the approved schedule, Contractor when directed in writing, shall increase his construction forces, equipment, hours of work, number of shifts, delivery of materials and provide means to insure timely completion of the project.
 - 1. Any increase in cost to Contractor to accelerate the work progress to meet construction schedules or contract completion dates are the responsibility of the Contractor.

COMPTON COMMUNITY COLLEGE DISTRICT

2. Contractor shall not be entitled to additional compensation for additional effort he applies to the work to meet construction schedules or contract completion dates.
 3. Overtime hours by Contractor or its Subcontractors are the responsibility of the Contractor and are not grounds for additional compensation.
- B. If in the judgment of the Architect/Engineer and School District it become necessary at any time to accelerate the work or a portion thereof be completed at a date earlier than the contract completion date, Contractor when directed in writing, shall increase his construction forces, equipment, hours of work, number of shifts, delivery of materials and provide means to insure an earlier completion date.
1. Architect/Engineer and District shall determine new accelerated completion date.
 2. Any increase in the cost to Contractor in compliance with such accelerated completion date shall be adjusted by Change Order.
- C. All directives or orders to accelerate the work will be in writing. Any directive or order terminating acceleration of the work will be in writing.
- D. Phased Construction: Where the project includes phased construction and portions of the project are to be completed at earlier times than other portions of the contract, the above stated acceleration provisions shall apply to each phase of the construction contract.

1.3 CONTRACTOR RESPONSIBILITIES

- A. Contractor shall when so directed by the Architect/Engineer or School District to accelerate the work or portion thereof, deploy Subcontractors, accelerate material deliveries, increase work forces, increase hours of work, provide additional shifts or provide other methods to accelerate progress of the work.
- B. Contractor shall within ten (10) calendar days after receiving written notice to accelerate the work, provide in writing to the Architect/Engineer and District specific measures being taken or planned to increase rate of progress along with a revised Construction Schedule. Architect/Engineer may require the

COMPTON COMMUNITY COLLEGE DISTRICT

Contractor to make adjustments in the plan of action to insure acceleration of the work.

- C. Contractor shall continue acceleration of the work until scheduled progress is regained for timely completion of the project. Timely completion shall be understood as the contract completion date, as revised by all time extensions granted at the time acceleration begins.

1.4 REVISED CONSTRUCTION SCHEDULE

- A. Critical-Path Acceleration of Work Schedule: Prepare a new revised fully developed, Critical Path Method type Contractor's construction schedule showing an Acceleration of Work Schedule and new completion dates where an earlier completion date is directed. Revised schedule shall show acceleration of work scheduled to increase progress of the work to provide for timely completion of the project.

PART 2 – PRODUCTS - (Not Applicable)

PART 3 – EXECUTION - (Not Applicable)

END OF SECTION

COMPTON COMMUNITY COLLEGE DISTRICT

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes: General requirements for the submittal of Shop Drawings, product literature, samples, RFIs, and other data.
 - 1. To ensure that specified products are furnished and installed in accordance with the design intent, procedures have been established for advance submittal of relevant data, and for review and acceptance or rejection of that data by the Architect.
 - 2. Procedures have been established to ensure that Contractor requests for information and clarification are processed efficiently and promptly.
- B. Referenced Documents and Sections:
 - 1. Document 00 72 00 - General Conditions.
 - 2. Section 01 45 00 - Quality Control.
 - 3. Section 01 63 00 - Product Substitution Procedures.
- C. Substitutions: Requests for substitutions shall be made in accordance with the provisions of, and in a form described in, Section 01 63 00.

1.2 DEFINITIONS

- A. Request For Information (RFI): A document submitted by the Contractor requesting clarification of a portion of the Contract Documents, hereinafter referred to as RFI.
 - 1. Proper RFI: An RFI that includes a detailed written statement indicating the specific Drawings or Specification section in need of clarification and the nature of the clarification requested.
- B. Improper RFIs: RFIs that are not properly prepared.

COMPTON COMMUNITY COLLEGE DISTRICT

1. Improperly prepared RFIs will be processed by the Architect/Engineer at the Architect's/Engineer's standard hourly rate. The Architect will charge the Owner, and such costs will be deducted from monies still due the Contractor.
 - a. The Contractor will be notified by the Architect/Engineer prior to the processing of Improper RFIs.
- C. Frivolous RFIs: RFIs that request information that is clearly shown on the Contract Documents.
 1. Frivolous RFIs may be returned unprocessed. If processed, the Architect may charge the Owner at the Architect's/Engineer's standard hourly rate, and such costs will be deducted from monies due the Contractor.
 - a. The Contractor will be notified by the Architect/Engineer prior to the processing of Frivolous RFIs.

1.3 SCHEDULE OF SUBMITTALS

- A. Schedules: Furnish required schedules in accordance with the General Conditions listing all items that will be submitted for acceptance-review by the Construction Manager and Architect/Engineer.
 1. Include Shop Drawings, manufacturer's literature, test procedures, test results, certificates of compliance, material samples, and special guaranties.
 2. Indicate scheduled dates for submitting the above items, projected needs for responses, and procurement dates.
 3. Revise and update submittal schedule as required to keep current. Make revised schedules available to the Architect/Engineer for review.
- B. For drawings larger than 11 inches by 17 inches, submit two copies of blue-line prints, and one reproducible sepia or vellum of each Shop Drawing submittal, or as determined by mutual agreement. One reproducible copy will be returned to Contractor for reproduction and distribution as required.

COMPTON COMMUNITY COLLEGE DISTRICT

1. Alternately, provide two sets of plain bond paper copies 11 inches by 17 inches in size.
- C. Make submittals in accordance with the General Conditions to allow adequate time for securing necessary acceptances, for revision and resubmittal, for placing orders and securing delivery, and to accommodate the rate of construction progress required under the Contract.
- D. Do not begin work requiring submittals until the submittals have been returned with the other professional consultant's stamp indicating review and acceptance.
1. Provide acknowledgement stamp by Contractor signifying review and acceptance of submittal as defined in Article 1.5 - Coordination of Submittals.

1.4 IDENTIFICATION OF SUBMITTALS

- A. On submittal forms acceptable to the Architect/Engineer, identify each submittal and resubmittal by including the following information:
1. Name and address of submitter, including name and telephone number of the individual to be contacted for further information.
 2. Complete name of Project.
 3. Drawing number and Specification Section number to which the submittal applies.
 4. Whether submittal is an original or a resubmittal.
 5. Date submittal was prepared or revised.

1.5 COORDINATION OF SUBMITTALS

- A. General: Fully coordinate materials prior to submittal for review. Include a transmittal form with a signed statement that submittal satisfies the following procedures:
1. Determine and verify field dimensions and other field conditions.
 2. Coordinate with work of related trades.

COMPTON COMMUNITY COLLEGE DISTRICT

3. Coordinate with the requirements of public agencies having jurisdiction.
 4. Secure required approvals from public agencies and signify by stamp, or other legitimate means, that they have been secured.
 5. Indicate necessary deviations from the Contract Documents in a clear manner.
- B. Grouping of Submittals: Make submittals in groups containing associated items. The Architect reserves the right to reject partial submittals as not complying with provisions of the Contract Documents.

PART 2 - PRODUCTS

2.1 PRODUCT DATA

- A. When required by Part 1 - General of the respective Sections, submit manufacturer's printed product data and instructions for products used on the Project. Include catalog cuts, diagrams, and other descriptive material published by the manufacturer, as well as evidence of compliance with safety and performance standards to demonstrate conformance to the specified requirements. Catalog numbers alone will not be acceptable.
1. Include complete lists of materials, illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information proposed for use, giving manufacturer's name, catalog number, and catalog cut for each item, where applicable.
 2. When materials, equipment, or fixtures are identified by numeric, alphabetical, or alphanumeric designations, identify materials, equipment, and fixtures proposed for use with identical designations.

2.2 SHOP DRAWINGS

- A. When required by Part 1 - General of the respective Sections for the various portions of the construction, provide special detailed drawings, diagrams, schedules, and other data in amplification of the Contract Documents before proceeding with the work.

COMPTON COMMUNITY COLLEGE DISTRICT

1. Refer to Document 00 72 00 - General Conditions for obligations under the Contract regarding Shop Drawings, product data, and samples.
- B. Submit Shop Drawings prepared by qualified detailers. Identify details by reference to Contract Drawing sheet and detail numbers and by specification section and article numbers. Provide a blank area approximately 4 inches by 4 inches for Architect's review stamp.
1. Do not use reproductions of Contract Drawings for fabrication or erection drawings.
- C. Shop Drawings submitted shall include not less than the following:
1. Dimensioned plans, elevations, and sections locating assembly components in relationship to each other and in relationship to contiguous building structure.
 2. Typical and special fabrication and installation details, including details of anchorage to supporting structure.
 3. Materials and finishes.
- D. Indicate desired deviations from Contract Drawings on Shop Drawings by placing a heavy line around features on which acceptance is requested. Append a note to each deviation specifically requesting acceptance.
1. Contractor is advised that the identification of "desired deviations" will not be construed as a means of requesting substitutions. Make requests for substitutions in accordance with the provisions of Section 01 63 00.
- E. Refer to Part 3 - Execution, for additional review documentation procedures.

2.3 SAMPLES

- A. When required by Part 1 - General of the respective Sections of the Specifications, submit physical examples of each item which illustrate materials, equipment, or workmanship, and establish standards by which the work will be judged.

COMPTON COMMUNITY COLLEGE DISTRICT

- B. All products requiring color selection shall be submitted prior to any selection of colors by the Architect/Engineer. Allow sufficient time for color selection of all items so as not to delay construction progress.

2.4 QUALITY CONTROL SUBMITTALS

- A. Test Reports: When and as directed by the Architect/Engineer, submit certified laboratory test reports confirming physical characteristics of materials used in the performance of the work. Refer to Section 01 45 00 for general requirements for inspections and tests.
- B. Manufacturer's Instructions: Submit manufacturer's current recommended methods of installation, including relevant limitations, safety and environmental cautions, and application rates.

2.5 EQUIPMENT ROOM LAYOUT DRAWINGS

- A. Prepare and submit equipment room layout drawings where required by the Contract Drawings and additionally for areas where equipment proposed for use could present interface or space difficulties.
 - 1. Submit room layout drawings within 10 calendar days after receipt of Notice to Proceed in conformance with the requirements specified for Shop Drawings.
 - 2. Include elevations of wall mounted items.

2.6 CERTIFICATES OF COMPLIANCE

- A. When required by Part 1 - General of the respective Sections of the Specifications, furnish certificates to demonstrate compliance of materials with specification requirements, including statements of application and extended warranties, executed in duplicate. Furnish certificates to the Architect at least 10 days prior to delivery of product. Review certificates before submittals are made to ensure compliance with the specification requirements, and to ensure that the affidavit is properly executed.
 - 1. Furnish certificates relative to flame-resistance for all decorative materials.
- B. Furnish certificates signed by an official authorized to act on behalf of the manufacturing company, material supplier, or other third-

COMPTON COMMUNITY COLLEGE DISTRICT

party entity, as required. Furnish certificates that contain the name and address of the Contractor, the Project name and location, and the quantity and dates of shipment or delivery to which the certificates apply. In the case of copies of laboratory test reports submitted with certificates, furnish test reports which contain the name and address of the testing laboratory and the dates of the tests to which the report applies.

- C. Certification will not be construed as relieving the Contractor from furnishing satisfactory material if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

2.7 CONSTRUCTION COST BREAKDOWN

- A. Within 10 calendar days after issuance of Notice to Proceed, submit a Construction Cost Breakdown (Schedule of Values) based on final Contract Sum and scope of work for use in evaluating construction progress and certificates of payment.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Check subcontractor-submitted drawings and data, verify field measurements, apply review stamp, and submit to the Architect/Engineer promptly.
 - 1. Indicate on review stamp that Contractor has reviewed subcontractor's submittal for conformance to the specified product and submittal procedures.
 - 2. Disapprove and return to the material supplier, submittals not meeting the requirements of the Contract Documents.

3.2 ARCHITECT'S REVIEW

- A. The Architect/Engineer will review, and either accept or reject with reasonable promptness and as outlined in the accepted submittal schedule, data and drawings submitted by the Contractor. The Architect/Engineer will review submittals for conformance with the intent of the design, and for compliance with specific and relevant requirements of the Contract Documents.

COMPTON COMMUNITY COLLEGE DISTRICT

1. The Architect/Engineer will reject and return to the Contractor, Shop Drawings and product literature submitted without the Contractor's review stamp.
 2. The Architect/Engineer will reject and return to the Contractor, Shop Drawings not thoroughly reviewed by Contractor prior to submittal.
- B. The Architect/Engineer is not responsible for delays caused by rejection of Shop Drawings submitted by the Contractor.
- C. Review Procedures:
1. Review will not relieve the Contractor from responsibility for errors.
 - a. Acceptance of submittals shall not be construed as authorizing changes in the Contract Sum or Contract Time, nor shall it be construed as relieving the Contractor of his responsibility for coordination of work with other trades, or interpreted as approving quantities and dimensions.
 2. Notations:
 - a. REVIEWED: Fabrication, manufacture, or construction may proceed.
 - b. MAKE CORRECTIONS NOTED: Fabrication, manufacture, or construction may proceed providing submittal complies with comments and notations. If, for any reason, Contractor cannot comply with the comments and notations, Contractor shall bring reasons to the attention of the Architect/Engineer promptly. If Contractor cannot comply with the comments and notations, the MAKE CORRECTIONS NOTED becomes REJECTED. The Contractor shall return the revised version of the submittal to the Architect/Engineer when requested to do so.
 - c. REJECTED: Submittal does not comply with the Contract Documents and fabrication, manufacture, and construction shall not proceed. Submittals stamped REJECTED are not permitted on the job site. Review and re-submit submittal.

COMPTON COMMUNITY COLLEGE DISTRICT

3.3 DISTRIBUTION OF SUBMITTALS BY CONTRACTOR

- A. After Architect's/Engineer's review, distribute copies of Shop Drawings and product data which carry the Architect's/Engineer's stamp as determined at the pre-construction meeting. If not otherwise determined, distribute one copy to each of the following:
 - 1. Contractor's Project site file.
 - 2. Project record documents file.
 - 3. Subcontractor, supplier, or fabricator.
 - 4. Other prime Contractors, if applicable.
 - 5. Owner's Representative (at Owner's option).
- B. Distribute samples as directed.
- C. Maintain an up-to-date submittal log.

3.4 CONTRACTOR'S RESPONSIBILITY

- A. The Architect's/Engineer's review of submittals or data shall not relieve the Contractor from responsibility for deviations from Contract Drawings or Specifications unless the Contractor has called the Architect's/Engineer's and Owner's attention to such deviations and secured written acceptance, nor shall it relieve him of responsibility for errors in Shop Drawings or other data.
- B. In the event the Architect/Engineer rejects a submittal twice for valid reasons, including improper procedures, the Contractor shall accept the responsibility to pay for professional services to cover further processing of the submittal. A flat hourly rate, as agreed upon, shall be paid by the Contractor.

END OF SECTION

COMPTON COMMUNITY COLLEGE DISTRICT

ALTERATION PROJECT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for Alteration or Modernization Projects for acceptance of existing site conditions, selective demolition, cutting and patching of existing buildings and site improvements, removal and reinstallation of existing materials, wiring and equipment and interface with existing construction.
- B. Refer to other Sections for specific requirements and limitations applicable to Alteration or Modernization projects
- C. Requirements of this Section apply to Sections in Divisions 2 through 16.

1.2 RELATED SECTIONS

- A. Section 01 01 00 - Summary of work.
- B. Section 01 73 20 - Cutting and Patching

1.3 ALTERATION PROJECTS GENERAL PROCEDURES

- A. Alteration/Modernization projects require that the contractor may need to demolish, cut, alter, expose, modify, repair, replace, reconstruct, patch, reroute, or other construction procedures to interface new construction into existing construction.
- B. The Drawings and specifications are not intended to show in detail all Alteration Project Procedures for interface of new construction into existing construction. It is the responsibility of the Contractor to include in the Contract Price Allowances for such Alteration Procedures.

1.4 QUALITY ASSURANCE

- A. Matching existing Construction: On Alteration/Modernization projects new materials are to match existing materials for patching and extending work.

COMPTON COMMUNITY COLLEGE DISTRICT

- B. Determine type and quality of existing materials by inspection and testing. Existing construction shall be used as a standard of quality for new construction unless noted or specified otherwise.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that selective demolition is complete and areas are ready for installation of new work.

3.2 PREPARATION

- A. Cut, move, or remove items as necessary for access to alteration and renovation work. Replace and restore prior to completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated construction. Replace materials as specified for the affected finish material.
- C. Remove debris and abandoned items from area and from concealed spaces.
- D. Remove surface finishes to provide for proper installation of new work.
- E. Temporarily close openings in exterior surfaces to protect existing improvement from weather, temperature and humidity during construction of new work.

3.3 INSTALLATION

COMPTON COMMUNITY COLLEGE DISTRICT

- A. Coordinate work of Alteration/Modernization to expedite completion and to accommodate School occupancy of the facility.
- B. Remove, cut and patch in a manner to minimize damage to existing facilities and to provide a means of restoring materials and finishes to original conditions.
- C. Refinish visible existing surfaces to remain in Alteration/Modernization areas to specified condition for each material, with a neat transition to adjacent finishes.
- D. In addition to the specified new equipment, fixtures, wiring, conduit, materials, etc. bring existing systems to full operational conditions before Alteration/Modernization work is completed.
- E. Patch, repair and refinish work that was damaged during mechanical, electrical and other modernization work.

3.4 TRANSITIONS

- A. Where the removal or addition of walls, ceilings and finishes abuts existing construction, construct a smooth and even transition. Patch new work to existing to match adjacent work in texture and appearance.
- B. When existing surfaces are cut so that a smooth transition with new construction is not possible, terminate existing surface along a straight line at a natural line of division, such as a corner change in finish or a joint. Replace existing finish as required for a smooth transition.
- C. Trim bottom of existing doors as required to clear new floor finish.

3.5 CONSTRUCTION INTERFERENCE

- A. Where existing construction interferes with new construction, such as pipes, conduit, junction boxes, and other existing construction that may be in a location that is not compatible with new construction, contractor is to relocate, move, provide replacement or otherwise remove the construction interference.
- B. Contractor is to field verify existing conditions and is not to rely on Existing Record Drawings provided by the School District. Contractor is not to rely on any verbal instructions or verbal locations given by School District Personnel unless given or stated in writing. Existing

COMPTON COMMUNITY COLLEGE DISTRICT

Record drawings if provided are for information only and may not indicate the exact existing construction.

3.6 REPAIR OF DAMAGED SURFACES

- A. Where removal of partitions, ceilings, walls or finishes results in adjacent spaces becoming damaged, rework floors, walls and ceilings to provide for a smooth plane without break, steps, or bulkheads.
- B. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections. Repair substrate prior to patching finish.

3.7 FINISHES

- A. Finish surfaces as specified in individual Product sections.
- B. Finish patches to produce uniform finish and texture over the entire area. When finish cannot be matched, refinish entire surface to nearest joint corner or intersection.

END OF SECTION

COMPTON COMMUNITY COLLEGE DISTRICT

REFERENCES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Requirements for reference materials applicable to contract documents
- B. Definitions of abbreviations, terms, and symbols.
- C. Establishes edition dates for reference standards found elsewhere in the specifications.

1.2 DEFINITIONS

- A. General: Basic Contract definitions are included in the General Conditions.
- B. Indicated: The term "indicated" refers to graphic representations, notes, or schedules on the Drawings, 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. Except as specifically noted.
- C. Directed: Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Architect/Engineer," "requested by the Architect/Engineer," and similar phrases. However, no such implied meaning will be interpreted to extend Architect/Engineer responsibility into Contractor's area of construction supervision.
- D. Approve: The term "approved," where used in conjunction with the Architect's/Engineer's action on the Contractor's submittals, applications, and requests, is limited to the Architect's/Engineer's duties and responsibilities as stated in General and Supplementary Conditions. In no case will "approval" by the Architect/Engineer be interpreted as a release of the contractor from responsibilities to fulfill requirements of contract documents.
- E. Regulation: 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.

COMPTON COMMUNITY COLLEGE DISTRICT

- F. Furnish: The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations."
- G. 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."
- H. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."
- I. Installer: An "Installer" is the Contractor or an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor, 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.
 - 1. The term "experienced" when used with the term "Installer" means having a minimum of 5 previous Projects similar in size and scope to this Project, being familiar with the precautions required, and having complied with requirements of the authority having jurisdiction.
- J. Project Site is the 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 upon which the Project is to be built.
- K. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

1.3 REFERENCE STANDARDS

- A. Applicability of Standards: Except where the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.

COMPTON COMMUNITY COLLEGE DISTRICT

- B. Publication Dates: Where the date of issue of a referenced standard is not specified, comply with the standard in effect as of bid date or date of Contract Execution, for projects that are not competitively bid.
- C. Upon request, the Contractor is required to make available at the job site within a reasonable time a copy of all referenced standards referred to in the Specifications. Standards are to be maintained in the Project Job Site Office Library for use by the Architect/Engineer, College District and College District's inspector for the purpose of establishing requirements applicable to equipment, materials, quality and workmanship.
- D. Conflicting Requirements: Where compliance with two or more standards is specified, and the standards establish different or conflicting requirements for minimum quantities or quality levels, refer requirements that are different, but apparently equal, and uncertainties to the Architect for a decision before proceeding.
 - 1. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. In complying with these requirements, indicated numeric values are minimum or maximum, as appropriate for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.

1.4 ABBREVIATIONS

- A. Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. Where such acronyms or abbreviations are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards generating organization, authority having jurisdiction, or other entity applicable to the context of the text provision.
- B. Refer to the "Encyclopedia of Associations," published by Gale Research Co., available in most libraries or the Construction Specifications Institute (CSI) Technical Document TD-2-5 November 1989, entitled "Sources of Construction Information".

PART 2 – PRODUCTS - (Not Applicable)

COMPTON COMMUNITY COLLEGE DISTRICT

PART 3 – EXECUTION - (Not Applicable)

END OF SECTION



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1111 E. Artesia Blvd
Compton, California 90221
(310) 900-1600

Student Housing

Work Plan and Milestone Schedule

Task Name	Finish Date
Pre-bid Mandatory Job Walk:	04/02/2024 @ 10:00 AM
Bid Opening:	05/07/2024 @ 2:00 PM
Notice of Intent to Award:	05/08/2024
Board Approval	05/21/2024
Anticipated Issuance of Notice to Proceed	05/22/2024
Anticipated Commencement Date of Contract Time:	06/03/2024
Contract Time for Substantial Construction Completion:	735 days after commencement date of Contract Time established in the NTP.
Punchlist/Closeout completion:	795 days after commencement date of Contract Time established in the NTP.

COMPTON COMMUNITY COLLEGE DISTRICT

QUALITY CONTROL

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This Section specifies administrative and procedural requirements for quality control services.
- B. Quality control services include inspections and tests and related actions including reports, performed by independent agencies, governing authorities, and the Contractor. They do not include Contract enforcement activities performed by the Architect/Engineer.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with Contract Document requirements.
- D. Requirements of this Section relate to customized fabrication and installation procedures, not production of standard products.
 - 1. Specific quality control requirements for individual construction activities are specified in the Sections that specify those activities. Those requirements, including inspections and tests, cover production of standard products as well as customized fabrication and installation procedures.
 - 2. Inspections, test and related actions specified are not intended to limit the Contractor's quality control procedures that facilitate compliance with Contract Document requirements.
 - 3. Requirements for the Contractor to provide quality control services required by the Architect/Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.2 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Inspections and testing required by laws, ordinances, rules, regulations or orders of public authorities: General Conditions.

COMPTON COMMUNITY COLLEGE DISTRICT

- B. Certification of Products: Respective specification sections.
- C. Test, Adjust and Balance of Equipment: Respective specification sections.

1.3 RESPONSIBILITIES

- A. The Owner will engage and pay for the services of an independent agency to perform inspections and tests specified as the Owner's responsibilities. A Division of the State Architect (DSA) accepted Testing Laboratory directly employed by the District (Owner) shall conduct all the required tests and inspections for the project. A "DSA Certified" Project Inspector employed by the District (Owner) and approved by DSA shall provide continuous inspection of Work.

1.4 DEFICIENCIES

- A. Tests or inspections due to the following will be reimbursed to the Owner by deductive change order.
 - 1. Retesting because of failure of initial samples.
 - 2. Additional costs due to overtime work or extra shifts work because of improper scheduling of work or of delivery of materials by Contractor.
 - 3. Failure to properly notify laboratory.
 - 4. Changes in sources, lots or suppliers of materials after original tests.
 - 5. Changes in methods or materials of construction requested by Contractor that require testing, inspection, or other related services in excess of that required by original design.
 - 6. Concrete mix designs in excess of first successful design for each concrete type.
 - 7. Overtime or extra shift work requiring overtime work by Owner's Inspector.
 - 8. This contractor will have the sole responsibility of coordinating the Schedule with the Construction Manager for Owner/General Contractor, Bid Package 01, provided Fire Watch.

COMPTON COMMUNITY COLLEGE DISTRICT

1.5 TESTS

- A. Selection of the material required to be tested shall be the responsibility of the laboratory or the Owner's representative and not selected by the Contractor.
- B. The Contractor shall notify the Owner's representative a sufficient time in advance of the manufacture of material to be supplied by him under the Contract Documents, which must be tested, in order that the Owner may arrange for the testing of material at the source of supply.
- C. Any material shipped by the Contractor from the source of supply prior to satisfactory testing and inspection or prior to the receipt of notice from said representative that testing and inspection will not be required shall not be incorporated in the work.
- D. Duties of the Testing Agency: The independent testing agency engaged to perform inspections, sampling and testing of materials and construction specified in individual Specification Sections shall cooperate with the Architect/Engineer and Contractor in performance of its duties, and is to provide qualified personnel to perform required inspections and tests.
 - 1. Notify the Architect/Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 - 2. The agency is not authorized to release, revoke, alter or enlarge requirements of the Contract Documents, or approve or accept any portion of the Work.
 - 3. The agency shall not perform any duties of the Contractor.
- E. Perform specified instructions, sampling and testing of materials and methods of construction:
 - 1. Comply with specified standards; ASTM, other recognized authorities, and as specified.
 - 2. Ascertain compliance with requirements of Contract Documents.

COMPTON COMMUNITY COLLEGE DISTRICT

3. Comply with requirements of Title 24, Part I, Sec. 4-333.
- F. Coordination: The Contractor and each agency engaged to perform inspections, tests, Fire Watch and similar services shall coordinate the sequence of activities to accommodate required services with a minimum of delay. In addition the Contractor and each agency shall coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.

1.6 SUBMITTALS

- A. Promptly submit copies of reports of inspections and tests mill analysis, concrete mix designs and certifications per applicable sections of the specifications.
 1. Comply with requirements of Division of State Architect testing and inspection requirements.
 2. One copy of all test reports shall be forwarded to the Division of the State Architect by the testing agency. Such reports shall include all tests made, regardless of whether such tests indicated that the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. The reports shall show that the material or materials were sampled and tested in accordance with the requirements of Title 24, CCR and with the approved specifications. Test reports shall show the specified design strength. They shall also state definitely whether or not the material or materials tested comply with requirements.
 3. Verification of Test Reports: Each testing agency shall submit to the Office of the State Architect a verified report in duplicate covering all of the tests which are required to be made by the agency during the progress of the project. Such report shall be furnished each time that work on the project is suspended, covering the tests up to that time, and at the completion of the project, covering all tests.
 4. Submit one copy of all test reports to:
 - a. Owner
 - b. Architect/Engineer
 - c. Structural Engineer

COMPTON COMMUNITY COLLEGE DISTRICT

- d. Contractor
- e. Inspector
- f. Division of the State Architect (DSA)
- g. Submit verification of test reports to DSA per Title 24, Part 1, CCR, Sec. 4-336.

1.7 QUALITY ASSURANCE

- A. All tests and inspection required by the Division of the State Architect are to be conducted in strict accordance with requirements of Title 24, CCR.
- B. Contractor shall comply with all Project Inspection Card requirements (DSA Form 152), DSA PR 13-01 and 13-02, and all related DSA required inspection and testing requirements.

1.8 INSPECTION BY THE SCHOOL DISTRICT

- A. The School District and its representative shall at all times have access for the purpose of inspection to all parts of the work and to the shops wherein the work is in preparation, and the Contractor shall at all times maintain proper facilities and provide safe access for such inspection.
- B. The School District shall have the right to reject materials and workmanship which are defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the School District. If the Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the School District may correct same and charge the expense to the Contractor.
- C. Should it be considered necessary or advisable by the School District at any time before final acceptance of the entire work to make an examination of work already completed by removing or tearing out the same, the Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to fault of the Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the

COMPTON COMMUNITY COLLEGE DISTRICT

additional cost of labor and materials necessarily involved in the examination and replacement shall be allowed the Contractor.

- D. District to provide an Inspector employed by the District in accordance with the requirements of the California Code of Regulations, Title 24, to be assigned to the work. His duties are specifically defined in Title 24, Part I, Sec. 4-342. The work of construction in all stages of progress shall be subject to the personal continuous observation of the Inspector. He shall have free access to any or all parts of the work at any time. The contractor shall furnish the Inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve Contractor from any obligation to fulfill this Contract.

1.9 WORK BY DISTRICT'S INSPECTORS

- A. General inspection of construction.
- B. Concrete slump tests.
- C. Concrete cylinder samples.
- D. Cement samples and tests.
- E. Reinforcing Steel sample and test, (#5 and larger).
- F. Continuous inspection of Structural Concrete placement.
- G. Structural Steel sample and test.
- H. Continuous inspection of welds, (shop and field).

1.10 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel, provide access to work, to manufacturer's operations.
- B. Provide to laboratory, selected preliminary representative samples of materials to be tested, in required quantities.
- C. Furnish casual labor and facilities:
 - 1. To provide access to work to be tested.

COMPTON COMMUNITY COLLEGE DISTRICT

2. To obtain and handle samples at the site.
 3. To facilitate inspections and tests.
 4. For laboratory's exclusive use for storage and curing of test samples.
- D. Notify laboratory sufficiently in advance of operations to allow for his assignment of personnel and scheduling of tests. Per Specification Section 1305, the contractor will provide an updated 2 Week Look Ahead to ensure proper and timely scheduling.

PART 2 - PRODUCTS - (Not Applicable)

PART 3 - EXECUTION

3.1 MISCELLANEOUS TESTS AND INSPECTIONS

- A. Soil and Compaction Testing and Inspection: Performed by soils engineer employed and paid by the School District.
- B. Roofing Inspection: As specified in Section "Roofing".
- C. Moisture and Bond Tests for resilient flooring and non-breathing floor surface materials. Performed by Independent Testing Agency and paid for by the School District.
- D. Special Tests: Special tests requested by School District, Architect or Division of the State Architect will be paid for by the School District, except that if such tests fail, the costs for failed tests and additional retesting shall be deducted from the Contract Price by Change Order.

3.2 SCHEDULE OF TESTS, INSPECTIONS AND METHODS

- A. Foundations (Chapter 18A):
 1. Earth Fill Compaction: 1804A.6
- B. Concrete (Chapter 19A):
 1. Materials:
 - a. Portland Cement Tests: 1910A.1

COMPTON COMMUNITY COLLEGE DISTRICT

- b. Concrete Aggregates: 1903A.5
- c. Reinforcing Bars: 1910A.2
- d. Batch Plant Inspection and Tests: 1705A.3.3
- 2. Concrete Quality:
 - a. Proportions of Concrete: 1903A.5, 1903A.6, 1904A.1
 - b. Strength Tests of Concrete: 1706A.1
- 3. Concrete Inspection:
 - a. Job Site Inspection: 1704A, 1705A
 - b. Batch Plant or Weighmaster Inspection: 1705A.3.3
- C. Structural Steel (Chapter 22A):
 - 1. Materials:
 - a. Structural Steel, Cold-Formed Steel: 2211A
 - b. Structural Steel Construction: 2205A
 - 2. Inspection and tests of Structural Steel:
 - a. Tests of Structural and Cold Formed Steel: 1705A.2
 - b. Tests of End-Welded studs (Nelson Studs): 2213A.2
 - c. Welding Inspection: 1705A.2
 - d. High Strength Bolts: 1705A.2, 2213A.1
- D. Wood (Chapter 23A):
 - 1. Materials:
 - a. Lumber and Plywood Grading: 2303
 - b. Glue-Laminated Member testing: 2303

COMPTON COMMUNITY COLLEGE DISTRICT

Note: Chapters and Articles refer to 2021 UBC and 2022 Title 24 Part 2, California Building Code (CBC), 2022

3.3 REPAIR AND PROTECTION

- A. General: upon completion of inspection, testing, sample-taking and similar services, repair damaged construction and restore substrates and finishes to eliminate deficiencies, including deficiencies in visual qualities of exposed finishes. Comply with Contract Document requirements for "Cutting and Patching".
- B. Protect construction exposed by or for quality control service activities, and protect repaired construction.
- C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar service.

END OF SECTION

COMPTON COMMUNITY COLLEGE DISTRICT

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies requirements for temporary services and facilities, including utilities, construction and support facilities, security and protection.
- B. Temporary utilities required include but are not limited to:
 - 1. Water service and distribution.
 - 2. Temporary electric power and light.
 - 3. Telephone service with separate Fax line.
 - 4. Storm and sanitary sewer.
- C. Temporary construction and support facilities required include but are not limited to:
 - 1. Temporary heat and cooling.
 - 2. Field offices and storage sheds.
 - 3. Sanitary facilities, including drinking water.
 - 4. Temporary enclosures.
 - 5. Temporary Project identification sign.
 - 6. Waste disposal services.
- D. Security and protection facilities required include but are not limited to:
 - 1. Temporary fire protection. Coordination of Fire Watch.
 - 2. Barricades, warning signs.
 - 3. Environmental protection.

COMPTON COMMUNITY COLLEGE DISTRICT

4. Temporary security fencing when requested and in compliance with any Phase temporary fencing plan provided.

1.2 SUBMITTALS

- A. Temporary Utilities: Submit reports of tests, inspections, meter readings and similar procedures performed on temporary utilities.

1.3 RELATED WORK

- A. All equipment furnished by subcontractors shall comply with all requirements of pertinent safety regulations. The ladders, planks, hoists, and similar items normally furnished by the individual trades in execution of their own portions of the work are not part of this section.
- B. Permanent installation and hook-up of the various lines are described in the other pertinent sections.

1.4 QUALITY ASSURANCE

- A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction, including but not limited to:
 1. Building Code requirements.
 2. Health and safety regulations.
 3. Utility company regulations.
 4. Police, Fire Department and Rescue Squad rules.
 5. Environmental protection regulations.
- B. Standards: Comply with NFPA Code 241, "Building Construction and Demolition Operations", ANSI-A10 Series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities."
 1. Refer to "Guidelines for Bid Conditions for Temporary Job Utilities and Services", prepared jointly by AGC and ASC, for industry recommendations.
 2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service.

COMPTON COMMUNITY COLLEGE DISTRICT

Install service in compliance with National Electric Code (NFPA 70).

- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Take necessary fire prevention measures. Do not overload facilities, or permit them to interfere with progress. Do not allow hazardous dangerous or unsanitary conditions, or public nuisances to develop or persist on the site.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials; if acceptable to the Architect/Engineer, undamaged previously used materials in serviceable condition may be used. Provide materials suitable for the use intended.
- B. Water: Provide potable water approved by local health authorities.

2.2 FIELD OFFICE

- A. Provided by this Bid Package; Provide on-site, adequate field space for use by construction forces, the District Inspector, and the Architect during the time construction is in progress. The offices shall be conveniently located and shall be watertight and waterproof, clean, insulated, heated, cooled, lockable, provided with windows to give adequate light and ventilation, have electrical service outlets, and have a floor. Minimum size of temporary site construction trailer to be a minimum of 720 square feet for construction management and IOR use only. General contractor construction trailer to be a minimum of 720 square feet. Trailers to have bathrooms integrated in the trailers.
 - 1. The Contractor shall provide and pay for separate telephone service for phone and high-speed internet. Telephone and high-speed internet are to be separate lines.

COMPTON COMMUNITY COLLEGE DISTRICT

2. Equip with a minimum of two desk and a layout table. Equip with additional chairs for field meetings.
 3. The offices, equipment, and furniture shall remain the property of the Contractor and shall be removed by contractor upon completion of work.
 4. A complete set of approved plans and specifications shall be kept in the office at all times.
 5. See section 00-73-00, as it contains more specific information as it pertains to the construction trailer for the CM and IOR.
- B. Inspectors Field Office: Contractor is required to provide for the use of the School District's Inspector a temporary office space to be located as directed by the Inspector and to be maintained until removal is authorized by the School District. Space is to have a lockable separate room area with a table for plans and a desk with two chairs. At least one entrance to Inspector office space is to be from the outside and not through the Contractors field office space. Provide and pay for high speed internet service. Maintain for Inspector until completion of the Contract.

2.3 TOILET FACILITIES

- A. Provided by Each Bid Package for their personnel; Provide, install and maintain, for duration of the work, temporary outside toilet facilities for use of construction personnel. Toilet facilities and handwashing stations shall be constructed, maintained and supplied as required for the numbers of construction personnel required, and according to local regulations.

2.4 FIRST AID

- A. Maintain such first aid supplies as may be required for minor accidents. Make arrangements with local emergency center and nearest hospital to receive cases requiring medical attention, including emergencies. Such information shall be conspicuously displayed at the construction office.

2.5 WATCHMAN SERVICES

- A. Provided by this Bid Package; The Contractor shall provide such watchman services as he may deem necessary to properly safeguard materials, tools, appliances, and work during all hours that operations under the Contract are not actively proceeding. The

COMPTON COMMUNITY COLLEGE DISTRICT

District will not assume any responsibility for the loss of or damage to materials, tools, appliances or work arising from acts of theft, vandalism, malicious mischief, or other causes.

2.6 FIRE PROTECTION

- A. Provide fire extinguisher on the premises during the course of construction of the type and sizes recommended by the NBFU to control fires resulting from the particular work being performed. Instruct employees in their use. Place extinguisher in the immediate vicinity of the work being performed, ready to be used.
- B. During the use of hazardous equipment such as acetylene torches, welding equipment, bitumen kettles, salamanders and similar devices, no work shall be commenced or equipment used unless fire extinguisher of an approved type and capacity are placed in the working area and available for use by the workmen using such hazardous equipment.
- C. Provide fire extinguisher conforming to the requirements, as minimums, of NFPA 10 and 241.

2.7 SAFETY AND PROTECTION

- A. Provided by this Bid Package the Contractor shall furnish and erect temporary or permanent fences around the areas, as indicated on the drawings, and elsewhere where required for protection of the work, and to prevent unauthorized persons from entering the construction area. Temporary fences shall be at least eight feet (8'-0") above grade, of chain link or other substantial construction. Necessary gates for access to the site shall be placed where directed by the School District.
- B. Furnish or construct barricades, lights and other guards about the work area that may be required by local ordinance or for public safety and necessity. Protect all work from vandalism.

2.8 TEMPORARY UTILITY SERVICES

- A. Provided by this Bid Package; Power, Lighting, Sewer, Water: Furnish, install and maintain temporary wiring, poles, meter board, service entrance switch, lamps and equipment necessary to provide temporary lighting and power for the construction site.
 - 1. Temporary power is available from location as directed by the Power Company.

COMPTON COMMUNITY COLLEGE DISTRICT

2. Any temporary transmission lines required shall be installed by Contractor.
 3. Provide power sources within eighty feet of any working position to allow the use of one hundred foot extension cords.
- B. Water: Install required temporary connections to existing water. Locate temporary pipelines so that they do not interfere with traffic or drainage. Design and construct such pipelines so that they do not leak or cause damage or nuisance.
1. Upon completion of work, remove all temporary piping and utilities.

2.9 HEAT, COOLING AND VENTILATION

- A. Provide temporary heat, cooling and ventilation as required to maintain adequate environmental conditions to facilitate the progress of the work, to meet specified minimum conditions for the installation of materials, and to protect materials and finishes from damage due to temperature and humidity.
1. Pay costs of installation, maintenance, operation and removal, and fuel consumed.

2.10 CONSTRUCTION AIDS

- A. Provide construction aids and equipment required by personnel and to facilitate the execution of the work; scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment.
- B. Provide all necessary facilities and means of access to all parts of the structure so that Governmental Agency Inspectors, Special Inspectors and the Architect and Structural Engineer may inspect any portion of the structure.
1. Means of access includes, but is not limited to, ladders, and/or scaffolds.

2.11 ACCESS ROADS AND PARKING AREAS

- A. Prior to starting work, the Contractor, District and the Architect or their representative shall make a thorough survey of the site and approaches thereto. The Contractor will maintain temporary access

COMPTON COMMUNITY COLLEGE DISTRICT

roads required to perform the work and locate construction offices at locations approved by the Architect/Engineer and the District. The Contractor shall verify all grade elevations indicated on the Drawings at the site and immediately notify the Architect/Engineer if any deviations are found. The Contractor shall assume all responsibility if any work proceeds without such notification.

- B. Maintain specific vehicular access as required for the orderly progress of the work. Fill, compact and grade areas as necessary to provide suitable support during all weather conditions for anticipated loads including municipal fire apparatus. Provide adequate surface drainage and do not interrupt natural flow of existing drainage.
- C. Provide designated parking areas for use by construction personnel.
- D. Restore temporary vehicular access and parking areas to original or to specified conditions at completion of work.

2.12 TEMPORARY CONTROLS

- A. Provide and maintain methods, equipment, and temporary construction, as necessary to provide controls over environmental conditions at the construction site and related areas under Contractor's control; remove physical evidence of temporary facilities at completion of work.
- B. Dust Control: Provide positive methods and apply dust control materials and methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into the atmosphere.
- C. Water Control: Provide methods to control surface water to prevent damage to the Project, the site, or adjoining properties.
 - 1. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels, and other construction areas; and to direct drainage to proper runoff.
 - 2. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water.
 - 3. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas.
- D. Pollution Control:

COMPTON COMMUNITY COLLEGE DISTRICT

1. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
 2. Provide equipment and personnel; perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.
- E. Excavate and dispose of any contaminated earth off-site, and replace with suitable compacted fill and topsoil.
1. Take special measures to prevent harmful substances from entering public waters and atmosphere.
 - a. Prevent disposal of wastes, effluent, chemicals, or other such substances in sanitary or storm sewers.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed, or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment; comply with the company's recommendations.
 1. Arrange with the company and existing users for a time when service can be interrupted, where necessary, to make connections for temporary services.

COMPTON COMMUNITY COLLEGE DISTRICT

2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
 3. Obtain any necessary easements to bring temporary utilities to the site, where the Owner's easements cannot be used for that purpose.
 4. Use Charges: Cost or use charges for temporary facilities are not chargeable to the Owner or Architect, and will not be accepted as a basis of claims for a Change Order.
- B. Water Service: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use. Water may be taken from existing site water supply.
1. Sterilization: Sterilize temporary water piping prior to use.
- C. Temporary Electric Power Service: Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Include meters, transformers, overload protected disconnects, automatic ground-fault interrupters and main distribution switch gear.

3.3 PROJECT IDENTIFICATION AND SIGNS

- A. Project Identification and Temporary Signs: Prepare project identification and other signs of the size indicated; install signs where indicated to inform the public and persons seeking entrance to the Project. Support on posts or framing of preservative treated wood or steel. Do not permit installation of unauthorized signs.
- B. Provide temporary on-site informational signs.
1. As required by codes, laws and regulatory agencies.
 2. To identify key elements of the construction facilities.
 3. To direct traffic.
- C. Project Identification Sign: Size, design and information lettered as specified and as shown on drawing located at the end of this section. Finish with 3 coats of paint. Locate sign as indicated or directed by the Architect and School District.

3.4 OWNERSHIP OF TEMPORARY FACILITIES AND CONTROLS

COMPTON COMMUNITY COLLEGE DISTRICT

- A. Items provided by the Contractor under this section shall remain the property of the Contractor and shall be removed from the job site immediately upon completion of the work.

3.5 COLLECTION AND DISPOSAL OF WASTE

- A. Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material in a lawful manner.

3.6 OPERATION, TERMINATION AND REMOVAL

- A. Termination and Removal: Unless the Architect requests that it be maintained longer, remove each temporary facility when the need has ended, or when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of the Contractor. The School District reserves the right to take possession of Project identification signs.

END OF SECTION

SECTION 015639 - TEMPORARY TREE AND PLANT PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes general protection and pruning of existing trees and plants that are affected by execution of the Work, whether temporary or permanent construction.

1.2 DEFINITIONS

- A. Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction, and defined by a circle concentric with each tree or shrub with a radius 1.25 times the diameter of the drip line unless otherwise indicated.

1.3 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Samples: For each type of organic mulch in sealed plastic bags labeled with composition of materials by percentage of weight, protection-zone fencing and protection-zone signage.
- C. Tree Pruning Schedule: Written schedule detailing scope and extent of pruning of trees to remain that interfere with or are affected by construction.
- D. Certification: From arborist, certifying that trees indicated to remain have been protected during construction according to recognized standards and that trees were promptly and properly treated and repaired when damaged.
- E. Maintenance Recommendations: From arborist, for care and protection of trees affected by construction during and after completing the Work.
- F. Existing Conditions: Documentation of existing trees and plantings indicated to remain, which establishes preconstruction conditions that might be misconstrued as damage caused by construction activities.

1.4 QUALITY ASSURANCE

- A. Arborist Qualifications: Certified Arborist as certified by ISA, licensed arborist in jurisdiction where Project is located, current member of ASCA, or registered Consulting Arborist as designated by ASCA.

B. Preinstallation Conference: Conduct conference at Project site.
1.5 PROJECT CONDITIONS

- A. The following practices are prohibited within protection zones:
1. Storage of construction materials, debris, or excavated material.
 2. Parking vehicles or equipment.
 3. Foot traffic.
 4. Erection of sheds or structures.
 5. Impoundment of water.
 6. Excavation or other digging unless otherwise indicated.
 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- B. Do not direct vehicle or equipment exhaust toward protection zones.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones and organic mulch.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Topsoil: Natural or cultivated top layer of the soil profile or manufactured topsoil; containing organic matter and sand, silt, and clay particles; friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects more than 1 inch in diameter; and free of weeds, roots, and toxic and other non-soil materials.
- B. Topsoil: Stockpiled topsoil from location shown on Drawings.
- C. Organic Mulch: Ground or shredded bark, free from deleterious materials.
- D. Protection-Zone Fencing: Fencing fixed in position and meeting the following requirements. Previously used materials may be used when approved by Architect.
1. Chain-Link Protection-Zone Fencing: Galvanized-steel fencing fabricated from minimum 2-inch opening, 0.148-inch- diameter wire chain-link fabric; with pipe posts, minimum 2-3/8-inch- OD line posts, and 2-7/8-inch- OD corner and pull posts; with 1-5/8-inch- OD top rails and 0.177-inch- diameter bottom tension wire; with tie wires, hog ring ties, and other accessories for a complete fence system.
 2. Height of Fencing: 6 feet.
 3. Gates: Swing access gates matching material and appearance of fencing, to allow for maintenance activities within protection zones.
- E. Protection-Zone Signage: Shop-fabricated, rigid plastic or metal sheet with attachment holes prepunched and reinforced; legibly printed with nonfading lettering.

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Erosion and Sedimentation Control: Examine the site to verify that temporary erosion- and sedimentation-control measures are in place. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- B. Protect tree root systems from damage caused by runoff or spillage of noxious materials while mixing, placing, or storing construction materials. Protect root systems from ponding, eroding, or excessive wetting caused by dewatering operations.
- C. Protection Zones: Mulch areas inside protection zones and other areas indicated with 6 inch average thickness of organic mulch. Do not place mulch within 6 inches of tree trunks.

3.2 PROTECTION ZONES

- A. Protection-Zone Fencing: Install protection-zone fencing along edges of protection zones in a manner that will prevent people from easily entering protected area except by entrance gates.
 - 1. Chain-Link Fencing: Install to comply with ASTM F 567 and with manufacturer's written instructions.
 - 2. Posts: Set or drive posts into ground one-third the total height of the fence without concrete footings. Where a post is located on existing paving or concrete to remain, provide appropriate means of post support acceptable to Architect.
 - 3. Access Gates: Install where indicated.
- B. Protection-Zone Signage: Install protection-zone signage in visibly prominent locations in a manner approved by Architect.
- C. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
- D. Maintain protection-zone fencing and signage in good condition as acceptable to Architect and remove when construction operations are complete and equipment has been removed from the site.

3.3 EXCAVATION

- A. General: Excavate at edge of protection zones and for trenches indicated within protection zones according to requirements in Section 31 2000 - Earth Moving.

- B. Trenching near Trees: Where utility trenches are required within protection zones, hand excavate under or around tree roots or tunnel under the roots by drilling, auger boring, or pipe jacking. Do not cut main lateral tree roots or taproots; cut only smaller roots that interfere with installation of utilities. Cut roots for root pruning.
- C. Do not allow exposed roots to dry out before placing permanent backfill.

3.4 ROOT PRUNING

- A. Prune roots that are affected by temporary and permanent construction. Prune roots as follows:
 - 1. Cut roots manually by digging a trench and cutting exposed roots with sharp pruning instruments; do not break, tear, chop, or slant the cuts. Do not use a backhoe or other equipment that rips, tears, or pulls roots.
 - 2. Temporarily support and protect roots from damage until they are permanently covered with soil.
 - 3. Cover exposed roots with burlap and water regularly.
 - 4. Backfill as soon as possible according to requirements in Section 312000 - Earth Moving.
- B. Root Pruning at Edge of Protection Zone: Prune roots by cleanly cutting all roots to the depth of the required excavation.
- C. Root Pruning within Protection Zone: Clear and excavate by hand to the depth of the required excavation to minimize damage to root systems. Use narrow-tine spading forks, comb soil to expose roots, and cleanly cut roots as close to excavation as possible.

3.5 CROWN PRUNING

- A. Prune branches that are affected by temporary and permanent construction. Prune branches as follows:
 - 1. Prune trees to remain to compensate for root loss caused by damaging or cutting root system. Provide subsequent maintenance during Contract period as recommended by arborist.
 - 2. Pruning Standards: Prune trees according to ANSI A300 (Part 1).
 - 3. Cut branches with sharp pruning instruments; do not break or chop.
 - 4. Do not apply pruning paint to wounds.
- B. Chip removed branches and dispose of off-site.

3.6 REGRADING

- A. Lowering Grade: Where new finish grade is indicated below existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- B. Raising Grade: Where new finish grade is indicated above existing grade around trees, slope grade beyond the protection zone. Maintain existing grades within the protection zone.
- C. Minor Fill within Protection Zone: Where existing grade is 2 inches or less below elevation of finish grade, fill with topsoil. Place topsoil in a single uncompacted layer and hand grade to required finish elevations.

3.7 FIELD QUALITY CONTROL

- A. Inspections: Engage a qualified arborist to direct plant-protection measures in the vicinity of trees, shrubs, and other vegetation indicated to remain and to prepare inspection reports.

3.8 REPAIR AND REPLACEMENT

- A. General: Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.
 - 1. Have arborist perform the root cutting, branch pruning, and damage repair of trees and shrubs.
 - 2. Treat damaged trunks, limbs, and roots according to arborist's written instructions.
 - 3. Perform repairs within 24 hours.
 - 4. Replace vegetation that cannot be repaired and restored to full-growth status, as determined by Architect.

3.9 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Disposal: Remove excess excavated material, displaced trees, trash and debris, and legally dispose of them off Owner's property.

END OF SECTION

COMPTON COMMUNITY COLLEGE DISTRICT

PRODUCT OPTIONS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This Section establishes procedures for specified product options.
- B. The intent of this section is to insure that specified product options exceed or equal the quality of the specified products and are furnished and installed in accordance with the design intent.
- C. This Section does not apply to any substitution requests that should have been made at time of bid in accordance with the Instructions to Bidders and the bid documents. **The District can reject any requests for substitution in its sole discretion if the Contractor did not submit a request at the time of bid in accordance with the Instructions to Bidders and the bid documents.**

1.2 RELATED SECTIONS

- A. Information for Bidders
- B. Instructions to Bidders
- C. General and Supplementary Conditions
- D. Section 01 25 00- Contract Modification Procedures
- E. Section 01 33 00 - Submittal Procedures
- F. Section 01 63 00 - Product Substitution Procedures

1.3 PRODUCT OPTIONS

- A. Where product options are included in the specifications sections and are specified by naming more than one, or several acceptable products or manufacturers, select any product or manufacturer listed.
 - 1. Where more than one manufacturer or product is listed in the specifications and only one manufacturer or product is specified in detail with model numbers and features, the one specified in detail shall be considered the standard of quality required for all manufacturers or products listed.

COMPTON COMMUNITY COLLEGE DISTRICT

- B. Where product options are included in the specifications and they are followed by an "or equal " or "approved equal" or equal meeting a specified standard, review and approval by the Architect/Engineer and School District is required for Contractor-proposed equal items. Procedures specified in Section 01630 are to be followed.
- C. For items specified only by Reference Standards, select any item meeting standards.
- D. Performance Specifications: For items specified by performance requirements, select any item meeting the performance standards specified.
- E. Descriptive Specifications: When specifications describe a product or assembly, listing exact components and characteristics, without the use of a brand or trade name, provide a product or assembly that contains the components and characteristics specified.
- F. Compliance with Standards Specifications: When specifications only require compliance with a Code, Regulation or Voluntary Standard, Provide products that comply with the specified Codes, Regulations or Standards.
- G. Submit request, as required for substitution, for any item or manufacturer not specifically named in the specifications on the Substitution Request Form enclosed with the Bidding Documents.
 - 1. Architect/Engineer and School District will determine acceptability of proposed substitutions.
 - 2. The Compton Community College District has a Resolution: No. 2009-10-21 and 2015-16-50 for the Designation of Specific Material, Product, or Service for numerous District Standard product and systems. (see resolutions for details).

PART 2 – PRODUCTS - (Not Applicable)

PART 3 – EXECUTION - (Not Applicable)

END OF SECTION

COMPTON COMMUNITY COLLEGE DISTRICT

PRODUCT SUBSTITUTION PROCEDURES

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. This Section establishes procedures for Contractor submittal of substitutions. This Section does not apply to any substitution requests that should have been made at time of bid in accordance with the Instructions to Bidders and the bid documents. **The District can reject any requests for substitution in its sole discretion if the Contractor did not submit a request at the time of bid in accordance with the Instructions to Bidders and the bid documents.**
- B. This Section provides procedures for review and compliance with Public Contract Code section 3400 for the "or equal" clause allowing bidders to furnish any equal material, product, thing or service. Or equal items proposed by bidders are considered substitutions and are subject to approval of the Architect and School District. Burden of proof for "Or Equals" is the responsibility of the Contractor.
- C. The intent of this section is to insure that proposed substitutions exceed or equal the quality of the specified products and are furnished and installed in accordance with the Contract Documents.

1.2 RELATED SECTIONS

- A. Information for Bidders
- B. General and Supplementary Conditions
- C. Section 01 62 00 - Product Options
- D. Section 01 25 00- Contract Modification Procedures

1.3 SUBSTITUTIONS

- A. Substitution requests are to be submitted by Generals Contractors Only. Requests submitted by Subcontractors, Material Suppliers, Manufacturers and other interested parties, other than General Contractors, will not be considered. Submit requests on the attached **SUBSTITUTION REQUEST FORM (AFTER BID)** in

COMPTON COMMUNITY COLLEGE DISTRICT

section 1305. **Substitution requests will only be considered for an “or equal” product specifically listed in the technical specifications for this project. No other substitutions will be considered.** (ie if Carrier AC units are used on plans and specifications say “Carrier, Trane or York” – Trane or York would be considered as a substitution.)

- B. Comply with provisions of Articles for Substitutions in the Information for Bidders, General Conditions and any modifications to these documents provided in the Supplementary Conditions.
- C. Tabulate products by specification section number and title.
- D. Submit separate request for each substitution. Support each request with the information and documents below and any other requirements in the General Conditions Article 3.10.:
 - 1. Complete data substantiating compliance of proposed substitution with requirements stated in Contract Documents:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature; identify:
 - i. Product description.
 - ii. Reference standards.
 - iii. Performance and test data.
 - iv. Fire resistance and fire ratings.
 - c. Samples, as applicable.
 - d. Name and address of similar projects on which product has been used, and date of each installation.
 - 2. Itemized comparison of the proposed substitution with product specified; list significant variations.
 - 3. Any effect the substitution may have on other trade contracts.
 - 4. List of changes required in other work or products.

COMPTON COMMUNITY COLLEGE DISTRICT

5. Accurate cost data comparing proposed substitution with product specified.
 - a. Amount of any change in cost.
 6. Designation of required license fees or royalties.
 7. Designation of availability of maintenance services, sources of replacement materials.
 8. Comparison of physical size and weight with product specified.
 9. Comparison of physical shape and available finishes.
- E. Substitutions will not be considered for acceptance when:
1. They are indicated or implied on shop drawings or product data submittals and where not approved in compliance with the General Conditions and this section.
 2. Substitution request procedures included in this Section, the Information for Bidders, and in the General and Supplementary Conditions are not complied with by the Contractor.
 3. The School District has determined that compatibility, standardization, technological sophistication, service and uniformity are necessary with regard to technological and certain safety items across the Schools in the District.
- F. Substitute products shall not be installed in the construction without written acceptance of the Architect and School District.
- G. Substitution request must be submitted no more than 35 days after award of the contract

1.4 CONTRACTOR'S SUBSTITUTION CERTIFICATION

- A. In making formal request for substitution contractor certifies that:
1. He has investigated proposed product and has determined that it is equal to or superior in all respects to that specified.

COMPTON COMMUNITY COLLEGE DISTRICT

2. He will provide same warranties or bonds for substitution as for product specified.
3. He will coordinate installation of accepted substitution into the work, and will make such changes as may be required for the work to be complete in all respects including modification of the work of other trades.
4. He waives claims for additional costs caused by substitution which may subsequently become apparent.
5. Substituted material is similar in physical appearance, size and weight and will install with the same opening and attachments.
6. Substituted material has the same or better fire rating and fire resistive qualities, including flame spread, smoke developed, UL tested and listing.
7. Meets all requirement set forth in the General Conditions

1.5 ARCHITECT'S/ENGINEER'S DUTIES

- A. Review contractor's request for substitutions with reasonable promptness.
- B. Consult with District and provide notification to contractor, in writing, of decision to accept or reject requested substitution.

1.6 AVAILABILITY OF SPECIFIED ITEMS

- A. Verify prior to bidding that all specified and substituted items will be available in time for installation during orderly and timely progress of the work.
- B. In the event specified items will not be available, notify the Architect prior to receipt of bids.
- C. Cost of delays because of non-availability of specified items, when such delays could have been avoided by the Contractor, will be back-charged as necessary and shall not be borne by the Architect or School District.

1.7 SUBSTITUTION WARRANTY REQUIREMENTS

COMPTON COMMUNITY COLLEGE DISTRICT

- A. Submit with the substitution request an executed Substitution Warranty. The Form is provided at the end of this Section. This form shall apply to substitutions submitted for acceptance prior to bid, prior to award of contract and for substitutions required after contract has been executed.

- B. The Contractor is to warrant, in writing on company letterhead, that the substituted items are to perform as specified, and assume complete responsibility for the same. This includes responsibility and costs required for modifications to building, other materials, or equipment, and any additional coordination with work of other trades. The Contractor if required or requested by the Architect or School District shall pay for testing, of Substitution proposed.

PART 2 – PRODUCTS - (Not Applicable)

PART 3 – EXECUTION - (Not Applicable)

END OF SECTION

COMPTON COMMUNITY COLLEGE DISTRICT

CLEANING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes: Cleaning throughout the construction period and final project cleaning prior to the acceptance tour.
- B. Related Work Described Elsewhere: In addition to standards specified herein, comply with requirements for cleaning as described in other sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Inspection: Conduct daily inspection, and more often if necessary, to verify that requirements of cleanliness are being met.
- B. Codes and Standards: In addition to the requirements specified herein, comply with pertinent requirements of authorities having jurisdiction.

PART 2 - PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

- A. Provide required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY

- A. Use cleaning materials and equipment that are compatible with the surfaces being cleaned, as recommended by the manufacturer of the material to be cleaned.

PART 3 - EXECUTION

3.1 PROGRESS CLEANING

- A. General:
 - 1. Retain stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.
 - 2. Do not allow the accumulation of scrap, debris, waste materials, and other items not required for construction of this work. Debris

COMPTON COMMUNITY COLLEGE DISTRICT

shall be removed from the site and disposed of in a lawful manner. Disposal receipts of dump tickets shall be furnished to Architect/Engineer upon request.

3. At least twice each month, and more often if necessary, remove scrap, debris, and waste material from the job site.
4. Provide adequate storage for items awaiting removal from the job site, observing requirements for fire protection and protection of the ecology.

B. Site:

1. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove items to the place designated for their storage. Combustible waste shall be removed from the site. Flammable waste shall be kept in sealed metal containers until removed from the site.
2. Weekly, and more often if necessary, inspect arrangements of materials stored on the site; restack, tidy, or otherwise service arrangements to meet the requirements specified above.
3. Maintain the site in a neat and orderly condition.

C. Structures:

1. Daily, and more often if necessary, inspect the structures and pick up scrap, debris, and waste material. Remove items to the place designated for their storage.
2. Daily, and more often if necessary, sweep interior spaces clean.
 - a. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from dust and other materials capable of being removed by use of reasonable effort and a handheld broom, i.e., "broom-clean".
3. As required preparatory to installation of succeeding materials, clean the structures of pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material, using equipment and materials required to achieve the required cleanliness.
4. Following the installation of finish floor materials, clean the finish floor daily, and more often if necessary, and while work is being performed in the space in which finish materials have been installed.

COMPTON COMMUNITY COLLEGE DISTRICT

- a. "Clean", for the purpose of this subparagraph, shall be interpreted as meaning free from foreign material that, in the opinion of the Architect, may be injurious to the finish floor material, i.e., "vacuum- clean".

3.2 FINAL CLEANING

- A. Definition: Except as otherwise specifically provided, "clean", for the purpose of the Article, shall be interpreted as meaning the level of cleanliness generally provided by skilled cleaners using commercial quality building maintenance equipment and materials, i.e., "scrub and polish clean".
- B. General: Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris, and waste and conduct final progress cleaning as described above.
- C. Site: Unless otherwise specifically directed by the Architect, water and broom clean paved areas on the site and public paved areas directly adjacent to the site. Remove resultant debris.

D. Structures:

1. Exterior: In areas affected by the work under this contract, visually inspect exterior surfaces and remove traces of soil, waste material, smudges, and other foreign matter. Remove traces of splashed material from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure.

In the event of stubborn stains not removable with water, the Architect may require light sandblasting or other cleaning at no additional cost to the Owner.

2. Interior: In areas affected by the work under this contract, visually inspect interior surfaces and remove traces of soil, waste material, smudges, and other foreign matter. Remove traces of splashed materials from adjacent surfaces. Remove paint drippings, spots, stains, and dirt from finished surfaces. Use only the cleaning materials and equipment instructed by the manufacturer of the surface material.
3. Glass: Clean glass inside and outside.
4. Polished surfaces: On surfaces requiring the routine application or buffed polish, apply the polish recommended by the manufacturer of the material being polished. Glossy surfaces shall be cleaned and shined as intended by the manufacturer.

COMPTON COMMUNITY COLLEGE DISTRICT

- E. Timing: Schedule final cleaning as accepted by the Architect to enable the Owner to accept a completely clean project.

3.3 CLEANING DURING OWNER'S OCCUPANCY

- A. Should the Owner occupy the work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for interim and final cleaning of the occupied spaces shall be determined by the Architect in accordance with the General Conditions of the Contract.

END OF SECTION

COMPTON COMMUNITY COLLEGE DISTRICT

FIELD ENGINEERING

PART 1 - GENERAL

1.1 SUMMARY

- A. General: This Section specifies administrative and procedural requirements for field engineering services, including, but not necessarily limited to, the following:
 - 1. Land survey Work.
 - 2. Civil engineering services.
 - 3. Structural engineering services.

1.2 RELATED SECTIONS

- A. Section 01 33 00 - Submittals
- B. Section 31 00 00 - Earthwork

1.3 SUBMITTALS

- A. Certificates: Submit a certificate signed by the Land Surveyor or Professional Engineer certifying that the location and elevation of improvements comply with the Contract Documents. These Surveys and updated "As-Builts" will be submitted with every pay application for review and acceptance by the Engineer and Inspector of Record.
- B. Submittal Copies of final as built property survey.
- C. Project Record Documents: Submit a record of Work performed and record survey data as required under provisions of Sections "Submittals", "Project Closeout", and Specification Number 01 78 20 – "Project Record Documents".

1.4 QUALITY ASSURANCE

- A. Surveyor: Engage a Registered Land Surveyor registered in the State where the project is located, to perform land surveying services required.

COMPTON COMMUNITY COLLEGE DISTRICT

- B. Engineer: Engage a Professional Engineer of the discipline required, registered in the state of California, in which the Project is located, to perform required engineering services.

PART 2 – PRODUCTS - (Not Applicable)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. The District will identify existing control points and property line corner stakes.
- B. Verify layout information shown on the Drawings, in relation to the property survey and existing benchmarks before preceding to layout the Work. Locate and protect existing benchmarks and control points. Preserve permanent reference points (if any) during construction.
 - 1. Do not change or relocate benchmarks or control points without prior written approval. Promptly report lost or destroyed reference points, or requirements to relocate reference points because of necessary changes in grades or locations.
 - 2. Promptly replace lost or destroyed project control points. Base replacements on the original survey control points.
- C. Establish and maintain a minimum of two permanent benchmarks on the site, referenced to data established by survey control points.
 - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
- D. Existing utilities and equipment: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction. Contact underground service alert at 1(800) 422-4133 or call 811 before start of construction.
 - 1. Prior to construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer and water service piping.

COMPTON COMMUNITY COLLEGE DISTRICT

3.2 PERFORMANCE

- A. Working from lines and levels established by the survey, establish benchmarks and markers to set lines and levels at each story of construction and elsewhere as needed to properly locate each element of the Project. Calculate and measure required dimensions within indicated or recognized tolerances. Do not scale Drawings to determine dimensions.
 - 1. Advise entities engaged in construction activities, of marked lines and levels provided for their use.
 - 2. As construction proceeds, check every major element for line, level and plumb.
- B. Surveyor's Log: Maintain a surveyor's log of control and other survey Work. Make this log available for reference.
 - 1. Record deviations from required lines and levels, and advise the Architect when deviations that exceed indicated or recognized tolerances are detected. On Project Record Drawings, record deviations that are accepted and not corrected.
 - 2. On completion of foundation walls, major site improvements, and other Work requiring field engineering services, prepare a certified survey showing dimensions, locations, angles and elevations of construction and site work.
- C. Site Improvements: Locate and lay out site improvements, including pavements, stakes for grading, fill and topsoil placement, utility slopes and invert elevations by instrumentation and similar appropriate means.
- D. Building Lines and Levels: Locate and lay out batter boards for structures, building foundations, column grids and locations, floor levels and control lines and levels required for mechanical and electrical Work.
- E. Existing Utilities: Furnish information necessary to adjust, move or relocate existing structures, utility poles, lines, services or other appurtenances located in, or affected by construction. Coordinate with local authorities having jurisdiction.

COMPTON COMMUNITY COLLEGE DISTRICT

- F. Final Property Survey: Before Substantial Completion, prepare a final property survey showing significant features (real property) for the Project. Include on the survey a certification, signed by the Surveyor, to the effect that principal metes, bounds, lines and levels of the Project are accurately positioned as shown on the survey.

END OF SECTION

SECTION 01 73 00 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Coordination of Owner-installed products.
 - 6. Progress cleaning.
 - 7. Starting and adjusting.
 - 8. Protection of installed construction.
- B. Related Sections include the following:
 - 1. Section 01 31 00 "Project Coordination" for procedures for coordinating field engineering with other construction activities.
 - 2. Section 01 33 00 "Submittal Procedures" for submitting surveys.
 - 3. Section 01 77 00 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.
 - 4. Section 07 84 13 "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of other work.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer.
- B. Certificates: Submit certificate signed by professional engineer certifying that location and elevation of improvements comply with requirements.
- C. Certified Surveys: Submit two copies signed by professional engineer.
- D. Final Property Survey: Submit 10 copies showing the Work performed and record survey data.

1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in California and who is experienced in providing land-surveying services of the kind indicated.
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
 - 1. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection
 - 2. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.
 - 3. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Exterior curtain-wall construction.
 - d. Sprayed fire-resistive material.
 - e. Equipment supports.
 - f. Piping, ductwork, vessels, and equipment.
 - g. Noise- and vibration-control elements and systems.
 - 4. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 - 1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
 - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- B. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
 - 2. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 3. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

- C. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- D. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for interpretation to Architect according to Section 01 26 13 "Request for Interpretation."

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Architect and Construction Manager promptly.
- B. General: Engage a professional engineer to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
 - 2. Establish limits on use of Project site.
 - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 4. Inform installers of lines and levels to which they must comply.
 - 5. Check the location, level and plumb, of every major element as the Work progresses.

STUDENT HOUSING
Compton College

6. Notify Architect when deviations from required lines and levels exceed allowable tolerances.
 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.
- D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.
- E. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Architect.

3.4 FIELD ENGINEERING

- A. Identification: Owner will identify existing benchmarks, control points, and property corners.
- B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
1. Do not change or relocate existing benchmarks or control points without prior written approval of Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Architect before proceeding.
 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- C. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
 3. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.
- D. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

STUDENT HOUSING
Compton College

- E. Final Property Survey: Prepare a final property survey showing significant features (real property) for Project. Include on the survey a certification, signed by professional engineer, that principal metes, bounds, lines, and levels of Project are accurately positioned as shown on the survey.
 - 1. Show boundary lines, monuments, streets, site improvements and utilities, existing improvements and significant vegetation, adjoining properties, acreage, grade contours, and the distance and bearing from a site corner to a legal point.
 - 2. Recording: At Substantial Completion, have the final property survey recorded by or with authorities having jurisdiction as the official "property survey."

3.5 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
 - 3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated. Where indicated to remain exposed, arrange overhead systems in an orderly manner.
 - 4. Coordinate headroom clearance in occupied spaces with Architect and Interior Design drawings. Provide maximum possible headroom clearance in all unoccupied spaces.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on site and placement in permanent locations.
- F. Tools and Equipment: Do not use tools or equipment that produces harmful noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- J. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.
- K. Protect adjacent property and adjoining work, including sealant bond surfaces, from spillage or blow-over of coatings, paints, sprayed fire-resistive material, and other spray-applied products. Cover adjoining and nearby surfaces, including live plants and grass, if there is possibility of spray-applied products being deposited on surfaces.

3.6 CUTTING AND PATCHING

- A. Cutting and Patching, General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

STUDENT HOUSING
Compton College

- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill. Avoid cutting steel reinforcement.
 - a. Locate steel reinforcement using Ground Penetrating Radar or Ferroskan prior to cutting or drilling reinforced concrete and masonry. If existing steel reinforcement is in proposed cut or hole location, contact Architect before proceeding with the Work.
 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 6. Proceed with patching after construction operations requiring cutting are complete.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other work. Patch with durable seams that are as invisible as practicable. Provide materials and comply with installation requirements specified in other Sections, where applicable.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will minimize evidence of patching and refinishing.
 - a. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

STUDENT HOUSING
Compton College

- a. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for substrate over the patch, and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 5. Ceramic Tile: Provide ceramic tile and grout to match existing. Remove and replace tile damaged as a result of Work of this Contract. Comply with TCNA's "Handbook for Ceramic Tile Installation" for installation method to match existing. Lay tile in grid pattern to match existing. Make joints between existing and new tile same width so patches are not apparent in finished work.
 6. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.7 OWNER-INSTALLED PRODUCTS

- A. Site Access: Provide access to Project site for Owner's construction forces.
- B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.
 1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
 2. Preinstallation Conferences: Include Owner's construction forces at preinstallation conferences covering portions of the Work that are to receive Owner's work. Attend preinstallation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

3.8 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

STUDENT HOUSING
Compton College

4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 1. Remove liquid spills promptly.
 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted. Comply with Section 01 74 19 "Construction Waste Management and Disposal."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.9 STARTING AND ADJUSTING

- A. Coordinate startup and adjusting of equipment and operating components with requirements in Section 01 91 13 "General Commissioning Requirements."
- B. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- C. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

STUDENT HOUSING
Compton College

- D. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.
- E. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Section 01 40 00 "Quality Requirements."

3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 01 73 00

COMPTON COMMUNITY COLLEGE DISTRICT

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for cutting and patching, and interface of new work into existing construction and with work being performed under other contracts provided by the College District.
- B. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the work.
 - 1. Requirements of this Section apply to Sections in Divisions 2 through 16.

1.2 RELATED SECTIONS

- A. Section 01 01 00 - Summary of work (Scope of Work).
- B. Section 03 30 00 - Cast-in-place Concrete
- C. Division 2 through 16 Sections

1.3 SUBMITTALS

- A. Cutting and Patching Proposal: Approval of procedures for cutting and patching is required before proceeding, submit a proposal describing procedures well in advance of the time cutting and patching will be performed and request approval to proceed. Include the following information, as applicable, in the proposal:
 - 1. Describe the extent of cutting and patching required and how it is to be performed.
 - 2. Indicate dates when cutting and patching is to be performed.
 - 3. List utilities that will be disturbed or affected, including those that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
 - 4. Refer to Structural Drawing for locations where cutting and patching involves addition of reinforcement to structural

COMPTON COMMUNITY COLLEGE DISTRICT

elements. Do not damage or weaken existing structural elements.

5. Approval by the Architect/Engineer to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of a part of the work found to be unsatisfactory.

1.4 QUALITY ASSURANCE

- A. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces, in a manner that would, in the Architect's/Engineer's opinion, reduce the building's aesthetic qualities, or result in visual evidence of cutting and patching. Remove and replace work cut and patched in a visually unsatisfactory manner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Use materials that are identical to existing materials. If identical materials are not available or cannot be used where exposed surfaces are involved, use materials that match existing adjacent surfaces to the fullest extent possible with regard to visual effect. Use materials whose installed performance will equal or surpass that of existing materials.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Before cutting existing surfaces, examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed. Take corrective action before proceeding, if unsafe or unsatisfactory conditions are encountered.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather

COMPTON COMMUNITY COLLEGE DISTRICT

conditions for portions of the Project that might be exposed during cutting and patching operations.

- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Take all precautions necessary to avoid cutting existing pipe, electrical wire and conduit or ductwork serving the building.

3.3 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
 - 2. Where patching occurs in a smooth painted surface, extend final paint coat over entire surface containing the patch, after the patched area has received primer and second coat.
 - 3. Cut, patch, point-up and repair plaster to accommodate other construction and to repair cracks, dents and imperfections.
 - 4. Cut, patch, restore and repair all gypsum board wall and ceiling surfaces where new pipes, equipment, clocks, switches, conduit, ducts and any new construction items that would damage or cut existing surfaces.
 - 5. Cut patch and repair existing concrete and asphalt paving where new utility lines are installed across existing paving and under existing concrete floor slabs. Site verify extent of cutting and patching required. All existing site improvements may not be indicated on the site plan and floor plans.
 - 6. Cut existing walls, floors, ceilings and roofs or other parts of building structure to accommodate new ducts, conduits and piping, patch and repair existing.
 - 7. Patch existing floors, walls, roofs and ceilings where existing ducts, conduit, equipment, water, gas, sewer, windows, doors etc. that are not used or removed and are not to be replaced. This is considered part of required general patching and is

COMPTON COMMUNITY COLLEGE DISTRICT

part of the contract and will not be shown in detail on the Contract drawings. Field verify with existing site and building construction for patching required.

3.4 CLEANING

- A. Thoroughly clean areas and spaces where cutting and patching is performed or used as access. Remove completely paint, mortar, oils, putty and items of similar nature. Thoroughly clean piping, conduit and similar features before painting or other finishing is applied. Restore damaged areas to their original condition.

END OF SECTION

COMPTON COMMUNITY COLLEGE DISTRICT

WARRANTIES, GUARANTIES AND BONDS

PART 1 - GENERAL

1.1 WORK INCLUDED

- A. This Section specifies general requirements for written warranties, guaranties and bonds required by the Contract Documents.
- B. Submittal to, and approval by, the District of the warranties, guaranties and bonds are prerequisites to final payment under the Contract.

1.2 RELATED WORK

- A. Related work specified elsewhere:
 - 1. General Conditions –Section 00 72 00
 - 2. Contract Close-out - Section 01 77 00

1.3 TIME PERIOD

- A. Deliver manufacturers' warranties, guaranties and bonds required by Contract Documents, with District named as beneficiary. For equipment and machinery, or components thereof, bearing a manufacturer's warranty or guaranty that extends for a longer time period than the Contractor's warranty and guaranty, deliver manufacturer's warranties or guaranties in same manner.

1.4 FORM

- A. Written warranties and guaranties, excepting manufacturer's standard printed warranties and guaranties shall be submitted on the Contractor's, Subcontractors, material suppliers', or manufacturers' own letterhead, addressed to District. Warranties and guaranties shall be submitted in duplicate, and in the form shown on the following page, signed by all pertinent parties and by Contractor in every case, with modifications as approved by District to suit the conditions pertaining to the warranty or guaranty.

COMPTON COMMUNITY COLLEGE DISTRICT

1.5 SUBMITTAL

- A. The Contractor shall collect and assemble written warranties and guaranties from all subs, material suppliers and manufacturers into a bound booklet form, and deliver the bound books to Architect/Engineer for delivery to the District's attorney for final review and approval.
- B. Submit required warranty/guaranty on letterhead of Contractor responsible for each type of Work in accordance with attached sample form.
- C. The contractor will ensure that the Manufacturers will be scheduled in a timely manner to ensure that the start of the warranty period is well documented.

END OF SECTION

COMPTON COMMUNITY COLLEGE DISTRICT

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out the work.
- B. Related Requirements in Other Parts of the Project Manual:
 - 1. Fiscal provisions, legal submittals and additional administrative requirements: Conditions of the Contract.
- C. Comply with requirements set forth in General Conditions

1.2 SUBSTANTIAL COMPLETION

- A. When Contractor considers the work is substantially complete as defined in the General Conditions, he shall submit to Architect/Engineer:
 - 1. A written notice that the work, or designated portion thereof, is substantially complete.
 - 2. A list of items to be completed or corrected.
 - 3. Complete start-up testing of systems, and instruction of the Owner's operating and maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups, and similar elements.
- B. When Architect/Engineer concurs that the work is substantially complete, he will:
 - 1. Prepare a letter of Substantial Completion accompanied by Contractor's list of items to be completed or corrected, as verified and amended by the Architect.
 - 2. Submit the Certificate to Owner and Contractor for their written acceptance of the responsibilities assigned to them.

1.3 FINAL INSPECTION

COMPTON COMMUNITY COLLEGE DISTRICT

- A. When Contractor considers the work is complete, he shall submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been inspected for compliance with Contract Documents.
 - 3. Work has been completed in accordance with Contract Documents.
 - 4. Equipment and systems have been tested in the presence of the Owner's representative and are operational.
 - 5. Work is completed and ready for final inspection.
 - 6. The Architect's/Engineer's final inspection list of items to be completed or corrected, has been completed or otherwise resolved for acceptance, and the list has been endorsed and dated by the Architect/Engineer.
 - 7. Submit consent of surety to final payment.
 - 8. Submit a final liquidated damages settlement statement.
 - 9. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Architect/Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. When the Architect/Engineer finds that the work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

1.4 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes; protect from deterioration and loss in a secure, fire-resistive location; provide access to record documents for the Architect's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set of blue or black line white-prints of Contract Drawings and Shop Drawings.

COMPTON COMMUNITY COLLEGE DISTRICT

Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark whichever drawing is most capable of showing conditions fully and accurately; where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil; use other colors to distinguish between variations in separate categories of the Work.
 2. Mark new information that is important to the Owner, but was not shown on Contract Drawings or Shop Drawings.
 3. Note related Change Order numbers where applicable.
 4. Organize record drawing sheets into manageable sets, bind with durable paper cover sheets, and print suitable titles, dates and other identification on the cover of each set per Specification 01 78 20 Project Record Documents.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda, and one copy of other written construction documents such as Change Orders and modifications issued in printed form during construction. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications. Give particular attention to substitutions, selection of options and similar information on elements that are concealed or cannot otherwise be readily discerned later by direct observation. Note related record drawing information and Product Data.

1.5 CLOSEOUT SUBMITTALS

- A. Submit the following, where applicable, in accordance with the General Conditions and Specifications:
1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties, guarantees and bonds.
 4. Keys and keying schedule.

COMPTON COMMUNITY COLLEGE DISTRICT

5. Spare parts and extra stock.
 6. Other items as required by the Specifications.
- B. Deliver Certificate of Compliance and Test Report as follows:
1. Sterilization of water systems.
 2. Testing of sewer systems.
 3. Testing of hot and cold water systems.
 4. Testing of gas system.
 5. Testing of lighting, power and alarm systems.
 6. Testing of HVAC equipment and exhaust fans.

1.6 FINAL APPLICATION FOR PAYMENT

- A. Contractor shall submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

PART 2 – PRODUCTS - (Not Applicable)

PART 3 - EXECUTION

3.1 CLOSEOUT PROCEDURES

- A. Operating and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. If installers are not experienced in procedures, provide instruction by manufacturer's representatives. Include a detailed review of the following items:
1. Maintenance manuals.
 2. Record documents.
 3. Spare parts and materials.
 4. Tools.

COMPTON COMMUNITY COLLEGE DISTRICT

5. Identification systems.
 6. Control sequences.
 7. Hazards.
 8. Cleaning.
 9. Warranties and bonds.
 10. Maintenance agreements and similar continuing commitments.
- B. As part of instruction for operating equipment, demonstrate the following procedures:
1. Start-up.
 2. Shutdown.
 3. Emergency operations.
 4. Noise and vibration adjustments.
 5. Safety procedures.
 6. Economy and efficiency adjustments.
 7. Effective energy utilization.

3.2 FINAL CLEANING

- A. General: General cleaning during construction is required by the General Conditions and included in Section "Temporary Facilities".
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
1. Complete the following cleaning operations before requesting inspection for Final Completion.
 - a. Remove labels that are not permanent labels.

COMPTON COMMUNITY COLLEGE DISTRICT

- b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compound and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
 - c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films and similar foreign substances. Restore reflective surfaces to their original reflective condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
 - d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
 - e. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
- C. Pest Control: Engage an experienced exterminator to make a final inspection, and rid the Project of rodents, insects and other pests.
- D. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- E. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner.
- 1. Where extra materials of value remaining after completion of associated Work have become the Owner's property, arrange for disposition of these materials as directed.

END OF SECTION

COMPTON COMMUNITY COLLEGE DISTRICT

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Maintain at the site for the College District, one record copy of:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other Modifications to the Contract
 - 5. Architect/Engineer written instructions
 - 6. Approved Shop Drawings, Product Data and Samples.
 - 7. Field Test Records
 - 8. Construction Photographs.
 - 9. As-built Documents

1.2 RELATED SECTIONS

- A. General Conditions – 00 72 00
- B. Section 01 31 00 - Project Coordination
- C. Section 01 33 00 - Submittals
- D. Section 01 72 20 – Field Engineering
- E. Section 01 77 00 – Closeout Procedures

1.3 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
 - 1. Provide files and racks for storage of documents.

COMPTON COMMUNITY COLLEGE DISTRICT

2. Provide locked cabinet or secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI/CSC Master Format.
- C. Maintain documents in a clean, dry legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by College District.

1.4 MARKING DEVICES

- A. Provide felt-tip marking pens for recording information in the color code designated by Owner.

1.5 RECORDING

- A. Label each document "PROJECT RECORD" in neat, large printed letters.
- B. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- C. Drawings: Legibly mark to record actual construction:
 1. Depth of various elements of foundation in relation to finish first floor datum.
 2. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 4. Field changes of dimension and detail.
 5. Changes made by Addenda, Supplemental Instruction Construction Change Directive or by Change Order.
 6. Details not on original contract drawings.

COMPTON COMMUNITY COLLEGE DISTRICT

7. Revisions to electrical circuitry and locations of electrical Devices and equipment
 8. Identify each record drawing with the written designation of "RECORD DRAWING" in a prominent location.
- D. Specifications and Contract Document Modifications: Legibly mark each Section to record:
1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 2. Supplier and Installer's name and contact information.
 3. Changes made by Addenda, Supplemental Instructions, and Construction Change Directive or by Change Order.
- E. Record Digital Data Files: Immediately before inspection for Substantial Completion, review marked-up record prints with Architect/Engineer, Construction Manager and Project Inspector. When authorized, prepare a full set of corrected digital data files of the Contract Drawings as follows:
1. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
 2. Format: Annotated PDF electronic file with comment function enabled.
 3. Incorporate changes and additional information previously marked on record prints. Delete, redraw and add new details and notations where applicable.
 4. Refer instances of uncertainty to Architect/Engineer (through Construction Manager) for resolution.
 5. Architect/Engineer will furnish Contractor one set of digital files of the Contract Drawings, complete on same set, with all Addenda, clarifying Request for Information, Instruction Bulletins, Construction Change Documents, or any other changes, for use in recording information. Digital files shall be in AutoCAD (latest version) and PDF format.
 - a. Refer to section 01 33 00 "Submittal Procedures" for requirements related to use of architect's/engineer's digital data files.

COMPTON COMMUNITY COLLEGE DISTRICT

b. Architect/Engineer will provide data file layer information. Record mark-ups in separate layers.

- F. Record Drawings Labeling: Provide Hard copy and Digital copy (in PDF format) as follows:
1. Provide a Flash Drive for all Digital Record Drawing submittals with a letter of transmittal describing all contents and date of contents on the Flash Drive.
 2. Provide a folder in the Digital submittal labeled in capital letters naming the project i.e. CCC-051 PUBLIC SAFETY BUILDING.
 3. Provide sub-folders labeled in capital letters with the category and date of the as-builts i.e. CCC-081 STUDENT HOUSING – AS-BUILTS (CONTRACTORS NAME).
 4. Provide separate files in sub-folders labeled with drawing number and description i.e. FA0.0 Title.
 5. Submit documents to Architect/Engineer (through the Construction Manager) with claim for final Application for Payment.
 6. Final 5% retention will be held until as-builts are complete and approved by the District.

1.6 SUBMITTALS

- A. At the completion of the Project, deliver Record Documents to the Compton Community College District (through the Construction Manager). Architect/Engineer shall review documents for compliance with requirements as described above.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date
 2. Project title and number
 3. Contractor's name and address
 4. Title and number of each Record Document
 5. Signature of Contractor or his authorized representative

COMPTON COMMUNITY COLLEGE DISTRICT

- C. Prior to the date of Substantial Completion the Contractor is to meet with the architect/engineer to determine which Samples maintained during construction are to be transferred to the College District. Dispose of all samples not be saved.

PART 2 – PRODUCTS - (Not Applicable)

PART 3 – EXECUTION - (Not Applicable)

END OF SECTION

COMPTON COMMUNITY COLLEGE DISTRICT

OPERATING AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for operating and maintenance manuals including the following:
 - 1. Preparation and submittal of operating and maintenance manuals for building operating systems and/or equipment.
 - 2. Instruction of the College District's operating personnel in operation and maintenance of building systems and equipment.
- B. Special operating and maintenance data requirements for specific pieces of equipment or building operating systems are included in the appropriate Sections of Divisions 2 through 16.

1.2 QUALITY ASSURANCE

- A. Maintenance Manual Preparation: In preparation of Maintenance Manuals, use personnel thoroughly trained and experienced in operation and maintenance of the equipment or system involved.
 - 1. Where written instructions are required, use personnel skilled in technical writing to the extent necessary for communication of essential data.
 - 2. Where Drawings or diagrams are required, use draftsmen capable of preparing Drawings clearly in an understandable format.
- B. Instructions for the College District's Personnel: For instruction of the College District's operating and maintenance personnel, use experienced instructors thoroughly trained and experienced in the operation and maintenance of the building equipment or system involved.

1.3 SUBMITTALS

- A. Submittal Schedule: Comply with the following schedule for submittal of operating and maintenance manuals.

COMPTON COMMUNITY COLLEGE DISTRICT

1. Before Substantial Completion, when each installation that requires submittal of operating and maintenance manuals is nominally complete, submit two draft copies of each manual to the Architect/Engineer for review. Include a complete index or table of contents of each manual.
- B. Form of Submittal: Prepare operating and maintenance manuals in the form of an instructional manual for use by the Owner's operating personnel. Organize into suitable sets of manageable size. Where possible, assemble instructions for similar equipment into a single binder.
1. Binders: For each manual, provide heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, in thickness necessary to accommodate contents, sized to receive 8-1/2" by 11" paper. Provide a clear plastic sleeve on the spine, to hold labels describing the contents. Provide pockets in the covers to receive folded sheets.
 - a. Where two or more binders are necessary to accommodate data, correlate data in each binder into related groupings in accordance with the Project Manual table of contents. Cross-reference other binders where necessary to provide essential information for proper operation or maintenance of the piece of equipment or system.
 - b. Identify each binder on the front and spine, with the typed or printed title "OPERATION AND MAINTENANCE MANUAL", Project title or name, and subject matter covered. Indicate the volume number for multiple volume sets of manuals.
 2. Protective Plastic Jackets: Provide protective transparent plastic jackets designed to enclose diagnostic software for computerized electronic equipment.
 3. Text Material: Where written material is required as part of the manual use the manufacturer's standard printed material, or if it is not available, specially prepared data, neatly typewritten, on 8-1/2" by 11", 20 pound white bond paper.
 4. Drawings: Where drawings or diagrams are required as part of the manual, provide reinforced punched binder tabs on the drawings and bind in with the text.

COMPTON COMMUNITY COLLEGE DISTRICT

- a. Where oversized drawings are necessary, fold the drawings to the same size as the text pages and use as a fold-out.
- b. If drawings are too large to be used practically as a fold-out, place the drawing, neatly folded, in the front or rear pocket of the binder. Insert a typewritten page indicating the drawing title, description of contents and drawing location at the appropriate location in the manual.

1.04 MANUAL CONTENT

- A. In each manual include information specified in the individual Specification Section, and the following information for each major component of building equipment and its controls:
 1. General system or equipment description.
 2. Design factors and assumptions.
 3. Copies of applicable Shop Drawings and Product Data.
 4. System or equipment identification, including:
 - a. Name of manufacturer.
 - b. Model number.
 - c. Serial number of each component.
 5. Operating instructions.
 6. Emergency instructions.
 7. Wiring diagrams.
 8. Inspection and test procedures.
 9. Maintenance procedures and schedules.
 10. Precautions against improper use and maintenance.
 11. Copies of warranties.
 12. Repair instructions including spare parts listing.

COMPTON COMMUNITY COLLEGE DISTRICT

13. Sources of required maintenance materials and related services.
 14. Manual Index.
- B. Organize each manual into separate Sections for each piece of related equipment. As a minimum each manual shall contain a title page, a table of contents, copies of Product Data, supplemented by drawings and written text, and copies of each warranty, bond and service Contract issued.
1. Title Page: Provide a title page in a transparent plastic envelope as the first sheet of each manual. Provide the following information:
 - a. Subject matter covered by the manual.
 - b. Name and address of the Project.
 - c. Date of submittal.
 - d. Name, address, and telephone number of the Contractor.
 - e. Name and address of the Architect;
 - f. Cross reference to related systems in other operating and maintenance manuals.
 2. Table of Contents: After the Title Page, include a typewritten table of contents for each volume.
 3. General information: Provide a general information Section immediately following the Table of Contents, listing each product included in the manual, identified by product name. Under each product, list the name, address, and telephone number of the Subcontractor or installer, and the maintenance contractor. Clearly delineate the extent of responsibility of each of these entities. In addition, list a local source for replacement parts and equipment.
 4. Product Data: Where manufacturer's standard printed data is included in the manuals, include only sheets that are pertinent to the part or product installed. Mark each sheet to identify each part or product included in the installation.

COMPTON COMMUNITY COLLEGE DISTRICT

5. **Written Text:** Where manufacturer's standard printed data is not available, and information is necessary for proper operation and maintenance of equipment or systems, or it is necessary to provide additional information to supplement data included in the manual, prepare written text to provide necessary information. Organize the text in a consistent format under separate headings for different procedures. Where necessary, provide a logical sequence of instruction for each operating or maintenance procedure.
6. **Drawings:** Provide specially prepared drawings where necessary to supplement manufacturer's printed data to illustrate the relationship of component parts of equipment or systems, or to provide control or flow diagrams. Coordinate these drawings with information contained in Project Record Drawings to assure correct illustration of the completed installation.
7. **Warranties, Bonds and Service Contracts:** Provide a copy of each warranty, bond or service contract in the appropriate manual for the information of the Owner's operating personnel. Provide written data outlining procedures to be followed in the event of product failure. List circumstances and conditions that would affect validity of the warranty or bond.

1.05 MATERIAL AND FINISHES MAINTENANCE MANUAL

- A. **Architectural Products:** Provide manufacturer's data and instructions on care and maintenance of architectural products, including applied materials and finishes.
 1. **Care and Maintenance Instructions:** Provide information on care and maintenance, including manufacturer's recommendations for types of cleaning agents to be used and methods of cleaning. Provide information regarding cleaning agents and methods that could prove detrimental to the product. Include manufacturer's recommended schedule for cleaning and maintenance.
- B. **Moisture-Protection and Weather-Exposed Products:** Provide complete manufacturer's data with instructions on inspection, maintenance and repair of products exposed to the weather or designed for moisture-protection purposes.

COMPTON COMMUNITY COLLEGE DISTRICT

1.06 EQUIPMENT AND SYSTEMS MAINTENANCE MANUAL

- A. Manufacturer's Information: For each manufacturer of a component part or piece of equipment provide the following:
 - 1. Printed operating and maintenance instructions.
 - 2. Assembly drawings and diagrams required for maintenance.
 - 3. List of items recommended to be stocked as spare parts.
- B. Maintenance Procedures: Provide information detailing essential maintenance procedures, including the following:
 - 1. Routine operations.
 - 2. Trouble-shooting guide.
 - 3. Disassembly, repair and reassembly
 - 4. Alignment, adjusting and checking.
- C. Operating Procedures: Provide information on equipment and system operating procedures, including the following:
 - 1. Start-up procedures.
 - 2. Equipment or system break-in.
 - 3. Routine and normal operating instructions.
 - 4. Regulation and control procedures.
 - 5. Instructions on stopping.
 - 6. Shut-down and emergency instructions.
 - 7. Summer and winter operating instructions.
 - 8. Required sequences for electric or electronic systems.
 - 9. Special operating Instructions.
- D. Servicing Schedule: Provide a schedule of routine servicing and lubrication requirements, including a list of required lubricants for equipment with moving parts.

COMPTON COMMUNITY COLLEGE DISTRICT

- E. Controls: Provide a description of the sequence of operation and as-installed control diagrams by the control manufacturer for systems requiring controls.
- F. Coordination Drawings: Provide each Contractor's Coordination Drawings.
 - 1. Provide as-installed color-coded piping diagrams, where required for identification.
- G. Valve Tags: Provide charts of valve tag numbers, with the location and function of each valve.
- H. Circuit Directories: For electric and electronic systems, provide complete circuit directories of panel boards, including the following:
 - 1. Electric service.
 - 2. Controls.
 - 3. Communication.

1.07 INSTRUCTIONS TO COLLEGE DISTRICT PERSONNEL

- A. Prior to final inspection, instruct College District personnel in operation, adjustment, and maintenance of products, equipment and systems. Provide instruction at mutually agreed upon times.
 - 1. For equipment that requires seasonal operation, provide similar instruction during other seasons.
 - 2. Use operation and maintenance manuals for each piece of equipment or system as the basis of instruction. Review contents in detail to explain all aspects of operation and maintenance.

PART 2 – PRODUCTS - (Not Applicable)

PART 3 – EXECUTION - (Not Applicable)

END OF SECTION

COMPTON COMMUNITY COLLEGE DISTRICT

COMMISSIONING

PART 1 – GENERAL

1.1 SUMMARY

- A. Commissioning is a process for validating and documenting that the facility and its systems are constructed and perform in conformity with the Contract Documents.
- B. The objective of the commissioning process is to verify that the performance of the facility and its systems meet or exceed the design intent.
- C. Commissioning includes special facility start-up processes used to bring the facility to a fully operational state, free of deficiencies in an efficient and timely manner
- D. Training on related systems and equipment operation and maintenance shall be scheduled to commence only after start-up is complete and systems are verified to be 100% complete and functional.

1.2 DESCRIPTION

- A. The following applies to all Contract Documents
 - 1. Contractor Startup: Sub-phase of Contractor's work ending with Acceptance of Work, during which Contractor performs a pre-planned program of activities including starting, testing, inspecting, adjusting balancing, correcting deficiencies and other similar activities.
 - a. The Construction Manager, Architect/Engineer, Consultants and the DSA Inspector of Record (IOR) shall be present to observe, inspect and identify deficiencies in Building Systems Operations.
 - 2. The completion of startup means the entire Construction Project including startup and fine tuning has been performed to the requirements of the Contract Documents and is verified in writing by the Construction Manager, Architect/Engineer and the Consultants.

COMPTON COMMUNITY COLLEGE DISTRICT

3. Fine Tuning: Fine tuning is the responsibility of Contractors after District occupancy and ending one year after District occupancy. During this time the Contractor is responsible for optimizing systems and correcting deficiencies arising under normal operating conditions.
 - a. Includes a period after occupancy where systems are optimized under "live" operating conditions and any outstanding construction deficiencies are corrected.
 - b. Fine Tuning shall extend from date of District occupancy to one year after occupancy.

1.3 RELATED SECTIONS – (Not Applicable)

1.4 DEFINITION OF TERMS

- A. Contractor's Pre-Commissioning Checklists: Includes installation and start-up items as specified to be completed by the appropriate contractors prior to operational verification through the functional testing process.
- B. Installation Verification Process: Includes the on-site inspection and review of related system components for conformance to Contract Documents. The Contractor shall verify systems readiness for functional testing procedures prior to the start of functional testing. Deficiencies will be documented by the Inspector for future resolution.
- C. Functional Performance Testing Process: Includes the documented testing of system parameters, under actual or simulated operating conditions. Final performance commissioning of systems will begin only after the appropriate Contractor certifies that systems are 100% complete and ready for functional testing. The contractors will be required to schedule, coordinate and perform device tests, calibration and functional performance test procedures.
- D. Deficiencies and Resolutions List: Includes a list of noted deficiencies discovered as a result of the commissioning process. This list also includes the current disposition of issues, and the date of final resolution as confirmed by the Construction Manager and Inspector. Deficiencies are defined as those issues where products execution or performance does not satisfy the Project Contract Documents and/or the design intent.

1.5 COMMISSIONING SCHEDULE

COMPTON COMMUNITY COLLEGE DISTRICT

- A. Provide schedules for Contractor Start-Up work.
- B. Incorporate in overall construction schedule.
- C. Contractor's activities, which will be performed as specified under Fine Tuning, shall be completed within one year from date of occupancy by the District.

1.6 SUBMITTALS

- A. Submit Draft and Final Contractor Start-up Forms as described in this Section. Submit Draft Report for Construction Manager and Architect's review and comment prior to Final Submission.
- B. Prepare and submit one copy of report form to be used in preparation of system reports for:
 - 1. Each mechanical system as required
 - 2. Each Electrical & low voltage system as required.
- C. Each System Report shall be submitted including the following:
 - 1. Project Name
 - 2. Name of System
 - 3. Manufacturer's equipment start-up reports.
 - 4. Systems' testing, balancing, and adjusting reports.
 - 5. Equipment Report Forms shall include the following: Project name, name of equipment, starting and testing procedures to be performed and observations and test results to be recorded.

1.7 COMMISSIONING DUTIES AND RESPONSIBILITIES

- A. Contractors Duties and Responsibilities:
 - 1. Assure the participation and cooperation of Subcontractors and Suppliers under their jurisdictions as required to complete the commissioning process.

COMPTON COMMUNITY COLLEGE DISTRICT

2. Complete Commissioning Report Forms. Reports are to be completed in a neat easily readable condition.
3. Complete the respective start-up and check out procedures and insure readiness of equipment and systems prior to the start of the functional performance testing.

Written confirmation of system readiness for performance testing is required.

4. Provide qualified representatives for the functional performance commissioning process.
5. Assure that all subcontractors, suppliers, test and balance, controls, etc. include in there respective contracts cost necessary to participate in and complete the commissioning process.

B. Duties and responsibilities of others for Commissioning:

1. The commissioning process requires the active participation of the Construction Manager, College District, Mechanical Engineer, Electrical Engineer, and any other related Consultants on the project.

1.8 SYSTEM FAILURES

- A. After a second failure of a system to successfully meet the criteria as set for in the functional performance testing process, the contractor shall reimburse the College District for cost associated with any additional retesting required due to uncorrected deficiencies. Costs shall include salary, benefits, overhead, travel costs and per diem lodging costs if applicable.

PART 2 – PRODUCTS - (Not Applicable)

PART 3 – EXECUTION - (Not Applicable)

END OF SECTION