

## Compton Community College District

# RFQ CCC-056 Student Services Building Project

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**NOTICE CALLING FOR BIDS**

<b>DISTRICT</b>	<b>COMPTON COMMUNITY COLLEGE DISTRICT</b>
<b>PROJECT NAME</b>	<b>Student Services Building Bid No. RFQ CCC-056</b>
<b>MANDATORY JOB WALK</b>	<b>Thursday, December 12, 2019 at 2:00PM Meet at the flagpole by the Administration Building</b>
<b>LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS</b>	<b>2:00 P.M. Thursday, January 09, 2020</b>
<b>LOCATION FOR SUBMISSION OF BID PROPOSALS</b>	<b>COMPTON COMMUNITY COLLEGE DISTRICT 1111 East Artesia Boulevard Compton, CA 90221 Building: C-Row, Business Services Office Office/Room: C-34</b>
<b>LOCATION FOR OBTAINING BID AND CONTRACT DOCUMENTS</b>	<b>COMPTON COMMUNITY COLLEGE DISTRICT Website: <a href="http://www.compton.edu/district/administration/businessadmin/Bid_Proposal_Requests.aspx">http://www.compton.edu/district/administration/businessadmin/Bid_Proposal_Requests.aspx</a></b>

**NOTICE IS HEREBY GIVEN** that the COMPTON COMMUNITY COLLEGE DISTRICT (District), acting by and through its Board of Trustees, will receive up to, but not later than the above-stated date and time, sealed Bid Proposals for the Contract for the Work generally described as **Student Services Building, Bid No. RFQ CCC-056**.

- Submittal of Bid Proposals. All Bid Proposals must be submitted on forms furnished by the District prior to the latest time for submission of Bid Proposals and the District’s public opening and reading of Bid Proposals.
- Bid and Contract Documents. The Bid and Contract Documents will be available electronically, beginning on Friday, December 6, 2019 on the District’s website: [http://www.compton.edu/district/administration/businessadmin/Bid\\_Proposal\\_Requests.aspx](http://www.compton.edu/district/administration/businessadmin/Bid_Proposal_Requests.aspx). 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 prior to bidding.
- Community Benefits Agreement (“PLA”). The Project is subject to the “Community Benefits Agreement by and among the Compton Community College District and the Los Angeles and Orange Counties Building and Construction Trades Council” (“PLA”). The successful Bidder and its Subcontractors of all tiers are subject to and bound by the PLA. Bidders must submit the executed and completed form of Letter of Assent attached to the PLA. A Bid Proposal submitted without the executed and completed PLA Letter of Assent will be rejected for non-responsiveness.
- Documents Accompanying Bid Proposal. Each Bid Proposal shall be submitted with the following documents. All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such Bidder’s Bid Proposal for non-responsiveness.

Bid Security	Statement of Qualifications
Subcontractors List	PLA Letter of Assent
Non-Collusion Declaration	Bidder’s Injury and Illness Prevention Program (IIPP)

5. 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](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.
6. Contractors' License Classification. Bidders must possess the following classification(s) of California Contractors License at the time that the Bid Proposal is submitted and at time 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. 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.
8. Contract Time. Substantial Completion of the Work shall be achieved within the time set forth in Contract Documents after the date for commencement of the Work established in the Notice to Proceed issued by the District. Failure to achieve Substantial Completion within the Contract Time will result in the assessment of Liquidated Damages as set forth in the Contract.
9. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in an amount equal to TEN PERCENT (10%) of the maximum amount of the Bid Proposal, inclusive of any additive Alternate Bid Item(s). Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.
10. Payment Bond; Performance Bond. Prior to commencement of the Work, the Bidder awarded the Contract shall deliver to the District a Payment Bond and a Performance Bond issued by a California Admitted Surety in the form and content included in the Contract Documents each of which shall be in a penal sum equal to One Hundred Percent (100%) of the Contract Price.
11. Pre-Bid Inquiries. Bidders may submit pre-bid inquiries or clarification requests **using the pre-bid request for information form included in the Contract Documents as Section 00 43 24**. Bidders are solely and exclusively responsible for submitting such inquiries or clarification requests no later than **2:00PM on Thursday, December 19, 2019**. The District will not respond to any bidder inquiries or clarification requests, unless such inquiries or clarification requests are submitted timely to Carol Kober at: [ckober@pcm3.com](mailto:ckober@pcm3.com). DO NOT send any pre-bid inquiries or clarification requests to the District.
12. No Withdrawal of Bid Proposals. Bid Proposals shall not be withdrawn by any Bidder for a period of ninety (90) 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 Thursday, December 12, 2019 , beginning at 2:00 PM. Bidders are to meet at the Flag Pole south of the Administration Building at the Compton CCD Campus 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. Waiver of Irregularities. 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.
15. Owner Controlled Insurance Program (“OCIP”). The District has elected to implement an Owner Controlled Insurance Program (“OCIP”) under the Statewide Educational Wrap Up Program (“SEWUP”) in connection with construction of the Project. The SEWUP Joint Powers Authority (“JPA”) will be providing the OCIP on behalf of the District. Subject to meeting underwriter and other requirements of the OCIP, the JPA 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 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 this Addendum. 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.
16. Award of Contract. The Contract for the Work, 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 the Bid Proposal requires Bidders to propose prices for Alternate Bid Items, the District’s selection of Alternate Bid Items, if any, for determination of the lowest priced Bid Proposal and for inclusion in the scope of the Contract to be awarded shall be in accordance with the Instructions for Bidders.

**Architect/Engineer Project Cost Estimate:** \$15 Million

Advertisement publication dates:

**Wednesday, December 4, 2019 and Wednesday, December 11, 2019.**

**[END OF SECTION]**

**INSTRUCTIONS FOR BIDDERS**

1. Preparation and Submittal of Bid Proposal.
  - 1.1. Bid Proposal Preparation. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. 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.
  - 1.2. Bid Proposal Submittal. Bid Proposals shall be submitted at the place designated in the Call for Bids 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. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Call for Bids.
  - 1.3. Date and Time of Bid Proposal Submittal. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is marked with the Project title and is received by a District Purchasing Department representative for logging-in at (or before) the latest date and time for submittal of Bid Proposals.
2. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in the form of: (i) cash, (ii) a certified or cashier’s check made payable to the District or (iii) a Bid Bond, in the form and content attached hereto, in favor of the District executed by the Bidder as a principal and a Surety as surety (the “Bid Security”) in an amount equal to Ten Percent (10%) of the Bid Proposal amount, inclusive of the price(s) proposed for additive Alternate Bid Items, if any. A Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected. If the Bid Security is in the form of a Bid Bond, the Bidder’s Bid Proposal shall be deemed responsive only if the Bid Bond is in the form and content included herein, duly completed and executed (with notary acknowledgements) on behalf of the Bidder and Surety, and the Surety is an Admitted Surety Insurer under Code of Civil Procedure §995.120.
3. Documents Accompanying Bid Proposal; Signatures. Documents which must be submitted with each Bid Proposal are identified in the Call for Bids. Any document submitted with a Bid Proposal which is not complete, accurate and executed, as required by each document, will result in the Bid Proposal being deemed non-responsive.
4. Bidder Modifications; Withdrawal or Modification of Submitted Bid Proposal.
  - 4.1. Bidder Modifications to Bid Forms Prohibited. Modifications by a Bidder to the bid forms which are not specifically called for or permitted may result in the Bidder’s Bid Proposal being deemed non-responsive and rejected.
  - 4.2. 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 surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal or portions thereof, is 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.
  - 4.3. Withdrawal or Modification of Submitted Bid Proposal. A Bidder may not withdraw or modify a Bid Proposal submitted to the District except in strict conformity to the following. Bid Proposals may be withdrawn or modified only if: (i) the Bidder submitting the Bid Proposal

submits a request for withdrawal or modification in writing to the District; and (ii) the written withdrawal or modification request is actually received by the District prior to the latest date/time for submittal of Bid Proposals. Requests for withdrawal of a Bid Proposal after the public opening of Bid Proposals pursuant to Public Contract Code §5100, et seq. will be considered only if in strict conformity with requirements of Public Contract Code §5100, et seq.

5. Examination of Site and Contract Documents. Each Bidder shall, at its sole cost and expense, inspect the Site and become fully acquainted with the Contract Documents and conditions affecting the Work. Failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract which are not in the form of Bid Addenda duly issued by the District. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.
6. Agreement and Bonds. The Agreement which the successful Bidder, as Contractor, will be required to execute along with the forms Payment Bond, Performance Bond and other documents and instruments which are required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder. 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.
7. Pre-Bid Questions; Contract Document Interpretation and Modifications.
  - 7.1. Bidder Pre-Bid Questions. 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 clarification, interpretation or correction thereof using the form of Pre-Bid Request for Information 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 mailed or otherwise delivered to each Bidder receiving a set of the Contract Documents. 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.
  - 7.2. No Oral Interpretations. No person is authorized to: (i) render an oral interpretation or correction of any portion of the Contract Documents; or (ii) provide oral responses to Pre-Bid Questions. No Bidder is authorized to rely on any such oral interpretation, correction or response.
8. 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 any 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. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal non-responsive and rejected.
9. 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.

10. Bidders Interested in More Than One Bid Proposal; Non-Collusion Declaration. 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 disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District. The form of Non-Collusion Declaration included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Declaration with its Bid Proposal will render the Bid Proposal non-responsive.
11. Determination of Lowest Responsive Responsible Bid/Award of Contract.
  - 11.1. Waiver of Irregularities or Informalities. 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.
  - 11.2. Award to Lowest Responsive Responsible Bidder. The award of the Contract, if made by the District through action of its Board of Trustees and subsequent State Chancellors Office/Department of Finance Approval, will be to the responsible Bidder submitting the lowest priced responsive Bid Proposal on the basis of the Base Bid Proposal.
  - 11.3. Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Agreement 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: (i) Certificates of Insurance evidencing all insurance coverages the Bidder and its Subcontractors are required to obtain under the Contract Documents; (ii) Performance Bond; (iii) Labor and Material Payment Bond; (iv) Certificate of Workers' Compensation Insurance; (v) Drug-Free Workplace Certificate; Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescinding 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.
  - 11.4. 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, to 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 Bid on the Proposal.
  - 11.5. Responsive Bid Proposal. A responsive Bid Proposal shall mean a Bid Proposal which conforms to and complies with requirements of the Bid and Contract Documents. A Bid Proposal that does not conform to material bidding requirements, as reasonably determined by the District, is subject to rejection for non-responsiveness.
  - 11.6. Hearing re Rejected Bid. If a Bidder's bid is rejected by the District, that Bidder may request a hearing on that rejection: (i) if the District issues a notice of intent to award a contract to a Bidder whose bid is higher than the bid that was rejected; and (ii) the Bidder strictly complies with the following provisions relating to time limitations for requesting a hearing. To be considered by the District, such a request for a hearing must be in writing and submitted to the District's Vice President, Administrative Services, Room C-34, 1111 E. Artesia Blvd., Compton, CA 90221. and must be actually received by the District's Vice President, Administrative Services by the earlier of: (i) 5:00 PM one (1) business day after the District's notice to the Bidder of the District's rejection of the Bidder's Bid Proposal; or (ii) 5:00 PM one (1) business day after the date of the District's notice of intent to award a contract. If a Bidder does not request a hearing in strict conformity with the foregoing, such Bidder shall be

deemed to have knowingly and voluntarily waive rights to a hearing. The District will grant or deny such request for a hearing based on the holding of the California Court of Appeal in *Great West Contractors, Inc. v. Irvine Unified School District* (2010) 187 Cal. App. 4th 1425. If a Bidder timely requests a hearing pursuant to the foregoing, the District will notify such Bidder in writing by 5:00 PM two (2) business days after the date of the Bidder's request for hearing is submitted of the District grant or denial of such a hearing. If the District grants a hearing, the District will schedule the hearing for a date not less than three (3) business days after the date of such notice to the Bidder requesting a hearing. If the District holds such a hearing, any Bidder may at its own expense: i) be represented at the hearing by legal counsel; ii) record the proceedings by court reporter; iii) present oral and/or written statements and/or other documents.

#### 11.7. Responsible Bidder.

- 11.7.1. Bidder Capacity. Factors affecting the Bidder's capacity to perform and complete the Work will be assessed, including: (i) Bidder's access to labor, materials and other resources necessary to complete the Work; (ii) Bidder's ability to complete the Work within the time established for completion of the Work, or portions thereof; and (iii) Bidder's ability to complete warranty obligations.
- 11.7.2. Bidder Character, Integrity. Factors reflecting the character and integrity of the Bidder, including: (i) other public agency finding/determination, within the past five (5) years, that the Bidder is not responsible; (ii) currently debarred from bidding public works projects or debarment from bidding within past five (5) years; and (iii) false claims liability within the past five (5) years under local, state or federal laws.
- 11.7.3. Bidder Financial Capability. Factors considered include: (i) sufficiency of the Bidder's financial resources; (ii) whether the Bidder is current in payment of debts and performance of other financial obligations; and (iii) bankruptcy or insolvency proceedings have been instituted within the past five (5) years.
- 11.7.4. Bidder Prior Performance. The Bidder's prior performance on prior public works contracts, including without limitation: (i) cost overruns; (ii) compliance with general conditions and other contractual requirements, including schedule development, schedule updates and coordination of labor, material/equipment procurements and subcontractors; (iii) completion within allocated time; (iv) submittal of unsubstantiated, unsupported or excessive cost proposals, claims or contract adjustment requests; (v) completion of a project by a surety; (vi) owner's exercise of default remedies; and (vii) finding or determination by any public agency that the Bidder is not a responsible bidder.
- 11.7.5. Safety. Factors include: (i) findings of serious or willful safety violations of safety laws, regulations or requirements by any local, state or federal agency within the past five (5) years; (ii) adequacy and implementation of safety plans, programs for on-site and off-site construction and construction related activities; and (iii) Workers Compensation Insurance EMR rating exceeding 1.25.

#### 12. Subcontractors.

- 12.1. Designation of Subcontractors; Subcontractors List. In accordance with Public Contract Code §4104, the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100 et seq.), each Bidder shall submit, on the form of Subcontractors List included with the Contract Documents, a list of its proposed Subcontractors for the proposed Work, including any Alternate Bid Items, who will perform/provide portions of the Work valued at or more than one-half (1/2) of one percent (1%) of the amount proposed by the Bidder for the Work. The Subcontractors List consists of five (5) columns, each of which requires the Bidder's disclosure of information relating to each listed Subcontractor as follows:

Column A Name of Subcontractor

Column B Subcontractor's Address

Column C Subcontractor's Portion of the Work

Column D Subcontractor's California Contractors' License

Column E Subcontractor DIR Registration

All columns of the Subcontractors List must be completed by the Bidder for each Subcontractor identified by the Bidder in its Subcontractors List submitted concurrently with the Bidder's Bid Proposal. Failure of a Bidder to comply with the foregoing may render the Bidder's Bid Proposal non-responsive and rejected.

- 12.2. Work of Subcontractors. All Bidders are referred to the Contract Documents and the notation therein that all Contract Documents are intended to be complimentary and that the organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders' sub-bids which is/are necessary to produce the intended results and/or which are reasonably inerrable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time. Dissemination of the Contract Documents to sub-bidders and dissemination of addenda issued during the bidding process is solely the responsibility of each Bidder.
- 12.3. Subcontractor Bonds. Pursuant to California Public Contract Code §4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring such bond or bonds are to be borne by the Bidder or the Subcontractor(s), such requirements shall be specified in the Bidder's written or published request for sub-bids. Failure of the Bidder to comply with these requirements shall preclude the Bidder from imposing bonding requirements upon its Subcontractor(s) or rejection of a Subcontractor's bid under California Public Contract Code §4108(b).
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 execute and deliver to the District the form of Workers Compensation Certification included in the Contract Documents concurrently with such Bidder's delivery of the executed Agreement to the District.
14. Bid Security Return. The Bid Security of the Bidders submitting the three lowest priced Bid Proposals, the number being solely at the discretion of the District, will be held by the District for ten (10) days after the period for which Bid Proposals must be held open (which is set forth in 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.
15. 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 Bid Proposal or may call for new bids, in its sole and exclusive discretion.
16. Contractors' 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 is not a mere formality and will not be waived by the District or its Board of Trustees. The required California Contractors' License classification(s) for the Work is set forth in the Call for Bids.

17. Non-Discriminatory Employment Practices. It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age, marital status or other legally protected classification. All Bidders agree to comply with the District's non-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§ 12940, *et seq.* and California Labor Code § 1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.
18. Sexual Harassment. It is the policy of the District to ensure that everyone complies with Education Code, Government Code, Title V of the Administrative Code, and all other related statutes related to the prevention of Sexual Harassment. All Bidders agree to comply with the District's Sexual Harassment Prevention Program and all applicable Federal and California laws including but not limited to the California Fair Employment & Housing Act commencing with California Government Code §12950, *et seq.* In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.
19. Bidder's Qualifications. Each Bidder shall submit with its Bid Proposal the form of Statement of Bidder's Qualifications, which is included within the Contract Documents. All information required by Statement of Bidder's Qualifications shall be completely and fully provided. Any Bid Proposal not accompanied by the Statement of Bidder's 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. If the District determines that any information provided by a Bidder in the Statement of Bidder's 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. If any response to the "Essential Requirements" section of the Statement of Qualifications is a "not qualified" response, the Bidder's Bid Proposal will be rejected for failure of the Bidder to meet minimum qualifications for the Work.
20. Job-Walk.
  - 20.1. Mandatory and Non-Mandatory Job Walk. The District will conduct a Job-Walk at the time(s) and place(s) designated in the Call for Bids. If attendance at the Job Walk is indicated in the Call for Bids as being mandatory, the failure of any Bidder to have its authorized representative present at the entirety of the Job-Walk will render the Bid Proposal of such Bidder to be non-responsive. The attendance by representatives of the Bidder's Subcontractors at a Mandatory Job Walk without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and will render the Bid Proposal of such Bidder to be non-responsive. If a Job Walk is indicated in the Call for Bids as being Non-Mandatory, the Bid Proposal of a Bidder who does not attend the Non-Mandatory Job Walk will not be rejected for non-responsiveness. Notwithstanding the non-compulsory attendance of Bidders at a Non-Mandatory Job Walk, all Bidders are encouraged to attend Non-Mandatory Job Walks.
  - 20.2. District Additional Job Walk. The District may, in its sole and exclusive discretion, elect to conduct one or more Job-Walk(s) in addition to that set forth in the Call for Bids, in which event the District shall notify all Bidders who have theretofore obtained the Contract Documents pursuant to the Call for Bids of any such additional Job-Walk. If the District elects to conduct any Job-Walk in addition to that set forth in the Call for Bids, the District shall, in its notice of any such additional Job-Walk(s), indicate whether Bidders' attendance at such additional Job-Walk(s) is/are mandatory.

- 20.3. Bidder Requested Additional Job Walk. Any Bidder who has obtained the Bid Documents pursuant to the Call for Bids may, by written request to the District, request an additional Job Walk if the District has designated a Job Walk in the Call for Bids or a Job Walk if the District has not designated a Job Walk in the Call for Bids. The District may, in its sole and exclusive discretion, conduct such requested Job-Walk taking into consideration factors such as the time remaining prior to the scheduled opening of Bid Proposals. Any such requested Job Walk will be conducted only upon the requesting Bidder's agreement to reimburse the District for the actual and/or reasonable costs for the District's staff and its agents and representatives in arranging for and conducting such additional Job-Walk.
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 (including the Statement of Qualifications) become a matter of public record and shall be thereupon be considered public records, materials deemed to be Trade Secrets (as defined in California Civil Code § 3426.1), and Financial Statements if submitted with a Bidder's Bid Proposal. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or other similar notations, may result in, or render, the Bid Proposal non-responsive and rejected. 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. At such time as 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, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, 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 therefrom. 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. In accordance with California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§ 8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.
23. Compliance with Immigration Reform and Control Act of 1986. The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101, et seq. (the "IRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.
24. 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.

25. Substitute Security. The successful Bidder may request substitution of eligible and equivalent securities for any monies withheld by the District to ensure the Contractor's performance under the Contract pursuant to California Public Contract Code §22300. The foregoing notwithstanding, the Bidder to whom the Contract is awarded shall make its written request to the District for substitute security not later than the date of the submission of the first Application for Progress Payment; failure to request substitute security on or prior to such date shall be deemed a waiver of rights under Public Contract Code §22300.

26. Bid Protest.

26.1. Submittal of 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 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, Administrative Services, not more than five (5) calendar days after the date of issuance of the District's Notice of Intent to Award the Contract; 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 creditable evidence. Any bid protest not conforming to the foregoing shall be rejected by the District as invalid.

26.2. District Review and Disposition of Bid Protest. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Vice President, Administrative Services, or such individual(s) as may be designated by him/her ("Designee") will review and evaluate the basis of the bid protest. The District's Vice President, Administrative Services, or Designee shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest ("Bid Protest Response"). The Bid Protest Response is deemed the final action of the District and not subject to appeal or reconsideration by any other employee or officer of the District or the Board of Trustees of the District. The issuance of the Bid Protest Response by the District's Vice President, Administrative Services, or the Designee is an express condition precedent to the institution of any legal or equitable 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 legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. Each Bidder shall acknowledge in the Bid Proposal that the foregoing is a binding attorneys' fee agreement pursuant to Civil Code §1717 and shall be enforceable against the Bidder and the District.

27. OCIP.

27.1. 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 will 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 this Addendum. Notwithstanding insurance coverages provided under the OCIP, the Contractor and its Subcontractors, Sub-Subcontractors and others shall purchase, provide and maintain certain other insurance coverages not provided for under the OCIP as set forth in this Addendum.

- 27.2. 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.
- 27.3. Minimum Safety Requirements; Responsive Bid Proposal. In addition to other standards and requirements set forth in the Instructions for Bidders 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 must meet the Minimum Safety Requirements. The Bid Proposal of a Bidder does not meet the Minimum Safety Requirements will be rejected for non-responsiveness if the Bidder does not meet the following Minimum Safety Requirements:
- Workers Compensation Insurance EMR. The Bidder shall have a Workers Compensation Insurance Experience Modification Rating ("EMR") of no more than 1.25 over the last five (5) years.
- 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.
- 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.
- 27.4. 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.
28. Community Benefits Agreement ("PLA"). The PLA is attached to the Contract Documents. All work covered by the collective bargaining agreement of a Union signatory to the PLA is subject to the PLA. The Bidder awarded the Contract and Subcontractors of all tiers shall comply with the PLA. Bidders' submittal of the completed and executed form of PLA Letter of Assent is a requirement for a responsive Bid Proposal. No Work subject to the PLA will be permitted by a Subcontractor until the Subcontractor has submitted the completed and executed form of PLA Letter of Assent. Neither the Contract Time or the Contract Price is subject to adjustment for compliance with the PLA.

**[End of Section]**

**BID PROPOSAL**  
**Project: Student Services Building, Bid No. RFQ CCC-056**

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

1. Bid Proposal.

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to furnish and install the Work including, without limitation, providing and furnishing any and all labor, materials, tools, equipment and services necessary to complete, in a workmanlike manner in accordance with the Contract Documents, all of the Work described as: **RFQ CCC-056 Student Services Building**, for the sum of:

\$   ,    ,    .

Dollars

(in words; printed or typed)

The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any assumptions, errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal. The Bid Proposal Amount includes all Allowances, if any, set forth in Paragraph 1.2 below.

1.2 Allowance. The Bidder and District acknowledge that the Bid Proposal Price set forth above includes an Allowance Amount in the aggregate amount of five hundred thousand Dollars (\$500,000.00),

<b>\$500,000.00</b>	To be used at the District's Discretion

Although included in the Bid Proposal Price, Allowances belong solely to the District and shall be expended only upon written direction by the District, to be granted or denied in its



sole discretion. Any Allowance amount not fully consumed shall belong solely to the District and shall be refunded to the District by a deductive change order. By submitting this Bid Proposal, the Bidder confirms that the Bid Price proposed in Paragraph 1.1 is inclusive of all Allowances.

1.3 **Unit Price Items.** If applicable, the Bidder’s price proposals for Unit Price Items are set forth in the form of a Composite Unit Price Item Proposal included herewith as Attachment A hereto. Although the Unit Price Items may be considered in the determination of the lowest Bid Proposal Amount, Unit Price Items will not form the basis for the District’s Contract Price for any Contract awarded. During performance of the Work, the District may elect to add or delete any Unit Price Item set forth in Attachment A. If the District elects to add or delete any Unit Price Item set forth below, the debit or credit for such Unit Price Item shall be in accordance with the Unit Prices set forth in Attachment A hereto.

1.4 **Acknowledgment of Bid Addenda.** The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda, if any, issued by or on behalf of the District.

\_\_\_\_\_ **Addenda Nos.** \_\_\_\_\_ received, acknowledged  
(initial) and incorporated into this Bid Proposal.

1.5 **Alternate Bid Items.** The Bidder’s proposed pricing for each Alternate Bid Item, if any, are set forth in the accompanying form of Alternate Bid Items Proposal, Attachment B attached hereto. Failure of a Bidder to propose pricing for each Alternate Bid Item set forth in the accompanying Alternate Bid Items Proposal, Attachment B hereto, will result in the Bid Proposal being deemed non-responsive and rejected.

2. **Documents Accompanying Bid Proposal.** The Bidder has submitted with this Bid Proposal the following:

Bid Security	Statement of Bidder’s Qualifications
Subcontractors List	PLA Letter of Assent
Non-Collusion Declaration	Contractor Injury and Illness Prevention Program (IIPP)

In addition to the documents identified in Paragraph 2, each Bidder must submit its IIPP; failure to do so will result in rejection of the Bidder’s Bid Proposal for non-responsiveness

3. **Award of Contract.** If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Agreement 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: (i) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (ii) Performance Bond; (iii) Labor and Material Payment Bond; (iv) Certificate of Workers’ Compensation Insurance; and (v) Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District’s rescinding 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.

4. **Contractors’ License.** The Bidder certifies that: (i) it is possesses a valid and in good standing Contractors’ License, in the necessary class(es), for performing the Work as set for in the Call for Bids; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work; and (iii) that all Subcontractors providing or performing any portion of the Work are

properly licensed to perform their respective portions of the Work at the time of submitting this Bid Proposal and will remain so properly licensed at all times during their performance of the Work.

5. Agreement to Bidding Requirements and Attorney's 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 herein below, 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 attorneys' 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.
  
6. 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. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies 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.

By: \_\_\_\_\_  
 (Signature of Bidder's Authorized Officer/ Representative)

Date: \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
 (Typed or Printed Name)

\_\_\_\_\_  
 Title

(FOR PRE-BID USE ONLY)  
**PRE-BID REQUEST FOR INFORMATION**  
**COMPTON COMMUNITY COLLEGE DISTRICT**  
Send to [ckober@pcm3.com](mailto:ckober@pcm3.com) ONLY!

Date of Pre-Bid RFI: _____ Project Name: Student Services Building Project No: RFQ CCC-056 Bid Package No.: N/A Bid Package Description: N/A	Bidder Name: _____ _____
--	--------------------------------

**Bidder's Pre-Bid Request for Information (Include references to Drawing Sheet Numbers and/or Sections of the Specifications)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional pages attached by Bidder: \_\_\_ Yes \_\_\_ No  
Number of additional pages attached by Bidder: \_\_\_\_\_

**Response to Bidder's Pre-Bid Request for Information**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Additional pages of RFI Response attached: \_\_\_ Yes \_\_\_ No  
Number of additional RFI Response pages attached: \_\_\_\_\_

Date of RFI Response: \_\_\_\_\_

**Submitted By:**

\_\_\_\_\_  
(Bidder Name)  
\_\_\_\_\_  
(Signature of Bidder's Authorized Employee, Officer or Representative)  
Submittal Date: \_\_\_\_\_

**Bidder Contact Information:**

\_\_\_\_\_  
(Bidder Contact Name)  
\_\_\_\_\_  
(Phone and Fax)  
\_\_\_\_\_  
(Email Address)

**SUBCONTRACTORS LIST**

**Project**        **Student Services Building**  
**BID No. RFQ CCC-056**

**Name of Bidder:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

(A) Licensed Name of Subcontractor	(B) Subcontractor Office, Mill or Shop Address	(C) Subcontractor Trade or Portion of Work	(D) Subcontractor Contractors' License No.	(E) Subcontractor DIR Registration

***Attach additional page(s) as required***

**DIR REGISTRATION VERIFICATION**

I am the \_\_\_\_\_ of \_\_\_\_\_ (“Bidder”)  
 (Title/Position) (Bidder Name)

submitting the accompanying Bid Proposal for the Work described as **Student Services Building, Bid No. RFQ CCC-056.**

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations (“DIR”).
2. The Bidder’s DIR Registration Number is: \_\_\_\_\_. The expiration date of the Bidder’s DIR Registration is June 30, 20\_\_\_\_.
3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder’s DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder’s DIR Registration so that there is no lapse in the Bidder’s DIR Registration while performing Work under the Contract.
4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.
5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.
6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder’s Subcontractors’ List or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder’s Subcontractors List.
7. The Bidder’s solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.
8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder’s Bid Proposal is subject to rejection for non-responsiveness.

I have personal first hand-knowledge of all of the foregoing. I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_  
 City and State)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Name, typed or printed)

**STATEMENT OF QUALIFICATIONS**

1. Bidder Information.

1.1. Contact Information

Mailing Address	_____
	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)	_____

1.4. Bidder Form of Entity.

- |  |  |
|--|--|
| <input type="checkbox"/> Corporation               | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> General Partnership       | <input type="checkbox"/> Joint Venture                 |
| <input type="checkbox"/> Limited Partnership       | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Liability Company |  |

**[CONTINUED NEXT PAGE]**

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

<b>Calendar Year/ Fiscal Year</b>	<b>Annual Gross Revenue</b>	<b>Annual Net Revenue</b>	<b>Average Dollar Value of all Contracts</b>	<b>Dollar Value of Largest Contract</b>
2016 (2015/2016)				
2017 (2016/2017)				
2018 (2017/2018)				

3. References.

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

[CONTINUED NEXT PAGE]

4. Insurance.

<p>Commercial General Liability Insurance</p>	<p>Insurer: _____</p> <p>Policy No.: _____</p> <p>Broker: _____</p>
<p>Commercial General Liability Insurance Broker</p>	<p>_____ (Contact Name)</p> <p>_____ (Street Address)</p> <p>_____ (City, State &amp; Zip Code)</p> <p>(_____) _____ (_____) _____ Telephone Fax</p> <p>_____ (Email address)</p>
<p>Bid, Performance and Labor &amp; Materials Payment Bond Surety</p>	<p>Surety: _____</p> <p>Surety Broker: _____</p> <p>_____ (Surety Broker Contact Name)</p> <p>_____ (Street Address)</p> <p>_____ (City, State &amp; Zip Code)</p> <p>(_____) _____ (_____) _____ Telephone Fax</p> <p>_____ (Email address)</p>
<p>Workers Compensation Insurance</p>	<p>Insurer: _____</p> <p>Policy No.: _____</p> <p>Broker: _____</p>
<p>Workers Compensation Insurance Broker</p>	<p>_____ (Contact Name)</p> <p>_____ (Street Address)</p> <p>_____ (City, State &amp; Zip Code)</p> <p>(_____) _____ (_____) _____ Telephone Fax</p> <p>_____ (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 completed construction on at least one public works project for a California community college district or school district that was subject to DSA jurisdiction and approval.  
 Yes  No (Not Qualified)
- 5.4. Bidder has a current commercial general liability insurance policy with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate.  
 Yes  No (Not Qualified)
- 5.5. 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
- 5.6. 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
- 5.7. A public agency, within the past three (3) years, has 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
- 5.8. During the last three (3) years, the Bidder or any predecessor to the Bidder, or any of the equity owners of the Bidder has been convicted of a federal or state crime involving fraud, theft, or any other act of dishonesty?  
 Yes (Not Qualified)  No
- 5.9. During the past three (3) years a Surety has completed any project or the Bidder’s obligations under a construction contract.  
 Yes (Not Qualified)  No
- 5.10. The Bidder’s Worker’s Compensation Insurance average EMR over the past five (5) years is more than 1.25.  
 Yes (Not Qualified)  No
- 5.11. The Bidder has been subject to a serious and willful violation under Labor Code § 6300 in the past five (5) years.  
 Yes (Not Qualified)  No
- 5.12. The Bidder has an Injury and Illness Prevention Program (“IIPP”) and the Bidder has submitted its IIPP concurrently with submittal of the Bidder’s Bid Proposal.  
 Yes  No (Not Qualified)
6. **Performance/Experience.** A Bidder must receive a minimum of 65 points out of a possible 100 points in this section to be deemed “Qualified.” The Bid Proposal of a Bidder who is not deemed “Qualified” will be rejected for non-responsiveness.
- 6.1. Within the past five (5) years has your organization has completed public works projects for

California community college districts or school districts that were subject to DSA jurisdiction and approval.?

Yes  No

If yes, number of such projects: \_\_\_\_\_

Yes 1-2 Projects:	5 points
Yes 3-5 Projects:	10 points
Yes 6 or more Projects	15 points
No	0 points

If yes, list the number of projects for which your organization served as the general contractor or as a subcontractor?

General Contractor  Subcontractor

6.2. Has a complaint ever been filed against your organization's California Contractors' License with the California Contractors' State License Board?

Yes  No

Yes: 0 points

No: 5 points

6.3. Has your organization ever asked to be relieved of or refused to sign a contract for construction services awarded to it?

Yes  No

Yes: 0 points

No: 5 points

6.4. Has your organization ever failed to complete a construction contract?

Yes  No

Yes: 0 points

No: 10 points

6.5. Has your organization ever been declared in default of a construction contract?

Yes  No

Yes: 0 points

No: 5 points

6.6. Has your organization ever failed to complete a public works construction contract within the authorized time?

Yes  No

Yes: 0 points

No: 10 points

6.7. Has your organization ever been assessed and paid liquidated damages under a construction contract with either a public or private owner?

Yes  No

Yes: 0 points

No: 10 points

6.8. Has your organization ever been denied an award of a public works contract based upon a finding by a public agency that your organization was not a responsible bidder?

Yes  No

Yes: 0 points

No: 10 points

6.9. Has your organization or any principal of your organization ever been found guilty of violating any federal, state or local law, rule or regulation regarding a construction contract?

Yes  No  
 Yes: 0 points  
 No: 10 points

6.10. Has any insurance carrier, for any policy of insurance, refused to renew an insurance policy for your organization?

Yes  No  
 If yes, on how many occasions? \_\_\_\_\_  
 No occasions - 10 points  
 1 occasion - 3 points  
 More than 1 occasion - 0 points

6.11. 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 how many occasions? \_\_\_\_\_  
 No occasions 10 points  
 1 occasion 3 points  
 More than 1 occasion 0 points

7. Safety. Bidder must receive a minimum of 25 points out of a possible 35 points in this section.

7.1. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

Yes  No  
 If yes, on how many occasions? \_\_\_\_\_  
 1 or less occasion - 5 points  
 2 occasions - 3 points  
 More than 2 occasions - 0 points

7.2. Has the Federal Occupational Safety and Health Administration ("OSHA") cited and assessed penalties against your firm in the past five (5) years?

Yes  No  
 If yes, on how many occasions? \_\_\_\_\_  
 1 or less occasion - 5 points  
 2 occasions - 3 points  
 More than 2 occasions - 0 points

7.3. Has the EPA, any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor in the past five years?

Yes  No  
 If yes, on how many occasions? \_\_\_\_\_  
 1 or less occasion - 5 points  
 2 occasions - 3 points  
 More than 2 occasions - 0 points

7.4. How often do you require documented safety meetings to be held for construction employees and field supervisors during the course of a project? \_\_\_\_\_

Once a week or more often - 5 points  
 Any other answer - 0 points

7.5. List your firm's Workers' Compensation Insurance Experience Modification Rate (EMR) for each of the past three (3) premium years: (Note: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier).

Current year: \_\_\_\_\_  
 Previous year: \_\_\_\_\_

Year prior to previous year: \_\_\_\_\_

Three-year average EMR of .95 or less - 5 points

Three-year average EMR or more than .95 but no more than 1.1 - 3 points

Any other EMR - 0 points

- 7.6. Has there been more than one occasion during the last five (5) years on which your firm was required to pay either back wages or penalties for your own firm's failure to comply with California's prevailing wage laws? (Note: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor to your firm.)

Yes  No

If yes, on how many occasions? \_\_\_\_\_

2 or less occasions - 5 points

3 occasions - 3 points

More than 3 occasions - 0 points

- 7.7. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?

Yes  No

If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s): \_\_\_\_\_

2 or less occasions - 5 points

3 occasions - 3 points

More than 3 occasions - 0 points

8. 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.

- 8.1. Have legal, arbitration or administrative proceedings been brought by the construction project owner against the Bidder or any of the principals, officers or equity owners of the Bidder within the past ten (10) 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.

- 8.2. Has the Bidder brought any legal, arbitration or administrative proceedings against the owner of a construction project within the past ten (10) 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.

- 8.3. 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.

8.4. 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.

8.5. In the last five years has any insurance carrier, for any policy of insurance, refused to renew the insurance policy for your firm?

Yes  No

8.6. 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.

8.7. 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.

8.8. 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).

9. References.

9.1. On a separate attachment, provide the following information for three (3) projects the Bidder has completed for a community college district or school district subject to DSA jurisdiction and approval within the past five (5) years that are similar in size, scope, function and construction value as the Work:

Project Name	
Project Owner; Contact Information	
Architect Name; Contact Information	
Original Contract Duration	

Actual Project Completion Duration	
Original Contract Price	
Final Adjusted Contract Price	

9.2. On a separate attachment, provide the following information for all projects the Bidder has completed within the three (3) years, including the following information:

Project Name	
Project Owner; Contact Information	
Architect Name; Contact Information	
Original Contract Duration	
Actual Project Completion Duration	
Original Contract Price	
Final Adjusted Contract Price	

9.3. On a separate attachment, provide the following information for all projects the Bidder currently has in progress, including the following information:

Project Name	
Project Owner; Contact Information	
Architect Name; Contact Information	
Original Contract Duration	
Projected Completion Duration	
Original Contract Price	
Current Adjusted Contract Price	

10. 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 DECLARATION**

**PROJECT: Student Services Building, Bid No. RFQ CCC-056**

The undersigned declares:

I am \_\_\_\_\_

(Insert "Sole Owner", "Partner", "President, "Secretary", or other proper title)

of \_\_\_\_\_

(Insert name of bidder)

As the party submitting a Bid Proposal for the above-identified Project, 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.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Name Printed or Typed)

\_\_\_\_\_  
(City, County and State)

(\_\_\_\_\_) \_\_\_\_\_  
(Area Code and Telephone Number)



**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

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

1. 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.
- 6. (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.”

2. 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.

\_\_\_\_\_  
(Contractor Name)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Typed or printed name)

**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:
  - A. 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;
  - B. 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;
    - iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations;
  - C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), 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.
  - D. 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.
3. 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.*

4. 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 at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(City and State)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed or Typed Name)

## AGREEMENT

**THIS AGREEMENT** is entered into (TBD) 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 TBD ("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 **Student Services Building, Bid No. RFQ CCC-056**. Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, tBP Architecture, and other Contract Documents enumerated in Article 6 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.
2. Contract Time. The Contractor shall achieve Substantial Completion the Work within the Contract Time which is **TBD** (\_\_\_\_\_) calendar days after the date established in the Notice to Proceed issued by or on behalf of the District for commencement of the Work.
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 Dollars (\$0.00). The District's payment of the Contract Price shall be in accordance with the Contract Documents. The Contract Price includes an Allowance in the amount of Dollars (\$500,000.00). The use, application and handling of any unused portion of the Allowance shall be in accordance with Paragraph 14 of the Special Conditions.
4. Unit Price Items. If the Bid Proposal for the Work includes a proposal(s) for Unit Price Item(s), during Contractor's performance of the Work, the District may elect to add or delete any such Unit Price Item(s). If the District elects to add or delete any such Unit Price Item(s) pursuant to the foregoing, the debit or credit for such Unit Price Item(s) shall be in accordance with the amount(s) set forth in the Contractor's Unit Price Item(s) Proposal, attached as Attachment A to the Contractor's Bid Proposal.
5. Liquidated Damages. The Contractor shall be subject to assessment of Liquidated Damages set forth in the Special Conditions if the Contractor: (i) fails to submit each Submittal required by the Contract Documents in accordance with the Submittal Schedule incorporated into the Contractor's Construction Schedule; or (ii) fails to achieve Substantial Completion of the Work within the Contract Time, subject to adjustments thereto in accordance with the Contract Documents; or (iii) fails to complete all Punchlist items within the time established pursuant to the Contract Documents.
6. Limitation on Damages. In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by said breach or default of the District and shall exclude any and all special or consequential damages, if any, suffered by the Contractor. 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; and/or (iii) loss of productivity.

7. The Contract Documents. The documents forming a part of the Contract Documents consist of the following:

00 11 13	Notice Calling for Bids, including Bid Addenda Nos. _____	00 61 10	Bid Bond
00 21 13	Instructions for Bidders	00 61 13	Performance Bond
00 42 13	Bid Proposal	00 61 14	Labor and Material Payment Bond
00 43 24	Pre-Bid Request For Information Form	00 62 90	Verification of Certified Payroll Form to Labor Commissioner
00 45 00	Subcontractors List	00 65 36	Guarantee Form
00 45 13	Statement of Qualifications	00 72 00	General Conditions
00 45 19	Non-Collusion Declaration	00 73 00	Special Conditions
00 45 26	Certificate of Workers Compensation		Special Conditions
00 45 27	Drug-Free Workplace Certification		Attachments A-E
00 52 00	Agreement		Drawings
			Specifications

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. 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**

**“CONTRACTOR”**  
\_\_\_\_\_

By \_\_\_\_\_

By: \_\_\_\_\_

Title \_\_\_\_\_

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 Services Building Bid No. RFQ CCC-056**.

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 additive 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 fees

**[CONTINUED NEXT PAGE]**

incurred by the Obligee in connection therewith, including without limitation, attorney's 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 Services Building, Bid No. RFQ CCC-056**.

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

**[CONTINUED NEXT PAGE]**



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.

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 that 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

\_\_\_\_\_  
**(Contractor-Principal Name)**

By: \_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Typed or Printed Name)

Title: \_\_\_\_\_

**(Attach Notary Public Acknowledgement of Principal'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)

\_\_\_\_\_  
**(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.)**

**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 Services Building, Bid No. RFQ CCC-056**.

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: (i) to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work; (ii) of amounts due under the Unemployment Insurance Code for work or labor performed under the Contract; and (iii) of amounts required to be deducted, withheld and paid to the Employment Development Department from wages of the employees of the Principal and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to work and labor under the Contract 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 that 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 attorney’s 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.

**[CONTINUED NEXT PAGE]**

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

\_\_\_\_\_

**(Contractor-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)

**VERIFICATION OF CERTIFIED PAYROLL RECORDS SUBMITTAL TO LABOR COMMISSIONER**

I am the \_\_\_\_\_ for \_\_\_\_\_ in connection with \_\_\_\_\_.  
(Superintendent/Project Manager) (Contractor)  
(Project Name)

- 1. This Verification is submitted to Compton 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”).
- 2. The Pay Application requests the District’s disbursement of a Progress Payment for the value of Work performed between \_\_\_\_\_, 20\_\_ and \_\_\_\_\_, 20\_\_.
- 3. 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.
- 4. 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.
- 5. 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.
- 6. 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 Services Building**  
**Bid No:RFQ CCC-056**

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) year 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)

# GENERAL CONDITIONS

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|-----------|---|-------|---|
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**GENERAL CONDITIONS****ARTICLE 1: DEFINITIONS**

- 1.1 District. "District" refers to **COMPTON COMMUNITY COLLEGE DISTRICT** and unless otherwise stated, includes the District's authorized representatives, including the Construction Manager, if a Construction Manager is designated, the District's Board of Trustees and the District's officers, employees, agents and representatives.
- 1.2 Contractor. The Contractor is the person or entity identified as such in the Agreement; references to "Contractor" include the Contractor's authorized representative.
- 1.3 Architect. The Architect is the person or entity identified as such in the Agreement; references to the "Architect" include, as required by context of usage, the Architect of Record, or if not Architect is designated, alternatively, the Engineer of Record, the Architect's or Engineer's employees and authorized representative(s) and the Architect's or Engineer's Consultants and their employees and authorized representative(s).
- 1.4 The Work. The Work is the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment or services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract Documents. The Work may constitute the whole or a part of the Project.
- 1.5 The Project. The Project is the total construction of which the Work performed by the Contractor under the Contract Documents may be the whole or a part of the Project and which may include construction by the District or by separate contractors.
- 1.6 Surety. The Surety is the person or entity that executes, as surety, the Contractor's Labor and Material Payment Bond and/or Performance Bond.
- 1.7 Subcontractors; Sub-Subcontractors. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. "Subcontractor" does not include a separate contractor to the District or subcontractors of any separate contractor. A Sub-Subcontractor is a person or entity of any tier, who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. References to "Subcontractor" shall include Sub-Subcontractors.
- 1.8 Material Supplier. A Material Supplier is any person or entity who only furnishes materials, equipment or supplies for the Work without fabricating, installing or consuming them in the Work.
- 1.9 Drawings and Specifications. The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing generally, the design, location and dimensions of the Work and may include without limitation, plans, elevations, sections, details, schedules or diagrams. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services. The Drawings and Specifications are intended to delineate and describe the Work and its component parts so as to permit skilled and competent contractors to bid upon the Work and prosecute the same to completion.
- 1.10 Special Conditions; Supplemental Conditions. Special Conditions and/or Supplemental Conditions, if any are special or supplemental provisions, not otherwise provided for in the Agreement or the General Conditions.
- 1.11 Contract Documents. The Contract Documents consist of the Agreement between the District and the Contractor, Conditions of the Contract (whether General, Special,

Supplemental or otherwise), Drawings, Specifications, including addenda thereto issued prior to execution of the Agreement and any other documents listed in the Agreement. The Contract Documents shall include modifications issued after execution of the Agreement. The Contract Documents form the Contract for Construction.

1.12 Intent and Correlation of Contract Documents.

1.12.1 Work of the Contract Documents. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. Organization of the Specifications into divisions, sections or articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where any portion of the Contract Documents is silent and information appears elsewhere in the Contract Documents, such other portions of the Contract Documents shall control.

1.12.2 Technical Terms. Unless otherwise stated in the Contract Documents, words or terms which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.12.3 Conflict in Contract Documents. Conflicts, inconsistencies or ambiguities in the Contract Documents shall be resolved by the Architect in accordance with Article 3.1.10 of the General Conditions; where conflicts or inconsistencies arise between the Drawings and the Specifications, in resolving such conflicts or inconsistencies, the Architect will be governed generally by 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 portions of the Contract Documents regarding the quality of any item, product, equipment or materials, unless otherwise directed or authorized by the District, the Contractor shall provide the item, product, equipment or material of the highest or more stringent quality.

1.13 Shop Drawings; Samples; Product Data ("Submittals"). Shop Drawings are diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Material Supplier, or others to illustrate some portion of the Work. Samples are physical examples of materials, equipment or workmanship forming a part of, or to be incorporated into the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. Shop Drawings, Samples and Product Data prepared or furnished by the Contractor, Subcontractors or Material Suppliers are collectively referred to as "Submittals".

1.14 Division of State Architect ("DSA"). DSA is the California Division of the State Architect including without limitation the DSA's Office of Construction Services, Office of Design Services and the Office of Regulatory Services; references to the DSA in the Contract Documents shall mean the DSA, its offices and its authorized 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 Title 24 of the California Code of Regulations.

1.15 Project Inspector. The Project Inspector is the individual designated and employed by

the District in accordance with the requirements of Title 24 of the California Code of Regulations. The Project Inspector shall be 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, as the same may be amended from time to time.

- 1.16 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” shall mean 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.
- 1.17 Contractor’s Superintendent. The Contractor’s Superintendent is the individual employed by the Contractor whose principal responsibility shall be the supervision and coordination of the Work; the Contractor’s Superintendent shall not perform routine construction labor.
- 1.18 Record Drawings. The Record Drawings are a set of the Drawings marked by the Contractor during the performance of the Work to indicate completely and accurately the actual as-built condition of the Work. The Record Drawings shall be sufficient for a capable and qualified draftsman to modify the Drawings to reflect and indicate the Work actually in place at Final Completion of the Work.
- 1.19 Construction Manager. The Construction Manager, if any, is the individual or entity designated as such in the Special Conditions. The Construction Manager is an independent contractor retained by the District and shall be authorized and empowered to act on behalf of the District. In the event that a Construction Manager is not designated in the Special Conditions, the District reserves the right to designate a Construction Manager at any time during Contractor’s performance of the Work. The District reserves the right to remove or replace the Construction Manager during Contractor’s performance of the Work. The designation of a Construction Manager, if one has not been designated in the Special Conditions, or the removal or replacement of the designated Construction Manager shall not result in adjustment of the Contract Price or the Contract Time or otherwise affect, limit or restrict Contractor’s obligations hereunder.
- 1.20 Construction Equipment. Construction Equipment is equipment utilized for the performance of any portion of the Work, but which is not incorporated into the Work.
- 1.21 Site. The Site is the physical area designated in the Contract Documents for Contractor’s performance, construction and installation of the Work.
- 1.22 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 an adjustment of the Contract Time or the Contract Price, unless a Change Order relating to a Field Clarification is authorized and issued under the Contract Documents.
- 1.23 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 or industry; (iii) not being 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 Completion of all of the Work.

- 1.24 Delivery. Delivery used in conjunction with any equipment, materials or other items to be incorporated into the Work shall mean the unloading and storage in a protected condition at the Site pending incorporation into the Work.
- 1.25 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.
- 1.26 Progress Reports; Verified Reports. Progress Reports, if required, are written reports prepared by the Contractor and periodically submitted to the District in the form and content as required by the Contract Documents. 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 the applicable provisions of Title 24 of the California Code of Regulations. A material obligation of the Contractor is the preparation of complete and accurate Progress Reports, if required, and Verified Reports as well as the timely submission of the same.
- 1.27 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.
- 1.28 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.

## ARTICLE 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, to be provided by the District are set forth in the Contract Documents. Information not provided by the District or necessary information in addition to that provided by the District concerning physical characteristics of the Site which is required shall be obtained by Contractor without adjustment to the Contract Price or the Contract Time.
- 2.1.2 Permits, Approvals. Except as otherwise provided in the Contract Documents, the District shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities which relate to the Work. If permits, licenses, approvals or similar approvals relating to the Work, or the installation/construction thereof are designated as the responsibility of the Contractor under the Contract Documents, the Contractor shall obtain the same without adjustment of the Contract Price or the Contract Time.
- 2.1.3 Drawings and Specifications. Except as otherwise provided for in the Contract Documents, the District shall furnish the Contractor, free of charge, the number of copies 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 in connection with any other work of improvement other than the Work.

2.1.4 Furnishing of Information. Information or services to be provided by the District under the Contract Documents shall be furnished by the District with reasonable promptness to avoid delay in the orderly progress of the Work. Information about existing conditions furnished by the District under the Contract Documents is obtained from sources believed to be reliable, but the District neither guarantees nor warrants that such information is complete and accurate. The Contractor shall verify all information provided by the District. If the Contract Documents depict existing conditions on or about the Site, or the Work involves the renovation, removal or remodeling of existing improvements or the Work involves any tie-in or other connection with existing improvements, the conditions and/or existing improvements depicted in the Contract Documents are as they are believed to exist. The Contractor shall bear the risk of any variations between conditions or existing improvements depicted in the Contract Documents and those conditions or existing improvements actually encountered in the performance of the Work. The existence of any 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.

2.2 District's Right to Stop the Work. In addition to the District's right to suspend the Work or terminate the Contract pursuant to the Contract Documents, the District, may, by written order, direct the Contractor to stop the Work, or any portion thereof, until the cause for such stop work order has been eliminated if the Contractor: (i) fails to correct Work which is not in conformity and in accordance with the requirements of the Contract Documents, or (ii) otherwise fails to carry out the Work in conformity and accordance with the Contract Documents. The right of the District to stop the Work hereunder shall not be deemed a duty on the part of the District to exercise such right for the benefit of the Contractor or any other person or entity, nor shall the District's exercise of such right: (i) waive or limit the exercise of any other right or remedy of the District under the Contract Documents or the Laws; or (ii) result in adjustment of the Contract Time or Contract Price.

2.3 Partial Occupancy or Use.

2.3.1 District's Right to Partial Occupancy. The District may occupy or use any completed or partially completed portion of the Work, provided that: (i) the District has obtained the consent of, or is otherwise authorized by, public authorities with jurisdiction thereof, to so occupy or use such portion of the Work and (ii) the District and the Contractor have accepted, in writing, the responsibilities assigned to each of them for security, maintenance, utilities, damage to the Work, insurance, the period for correction of the Work and commencement of warranties required by the Contract Documents for such portion of the Work partially used or occupied by the District. If the Contractor and the District are unable to agree upon the matters set forth in (ii) above, the District may nevertheless use or occupy any portion of the Work, with the responsibility for such matters subject to resolution in accordance with the Contract Documents. Immediately prior to such partial occupancy or use of the Work, or portions thereof, the District, the Project Inspector, the Construction Manager, the

Contractor and the Architect shall jointly inspect the portions of the Work to be occupied or to be used to determine and record the condition of the Work. Repairs, replacements or other corrective action noted in such inspection shall be promptly performed and completed by the Contractor so that the portion of the Work to be occupied or used by the District is in conformity with the 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 pursuant to the preceding shall not be deemed "completion" of the Work as that term is used in Public Contract Code §7107.

2.3.2 No Acceptance of Defective or Nonconforming Work. The District's partial occupancy or use of the Work, or any portion thereof, shall not constitute the District's acceptance of the Work which is defective or non-conforming.

## 2.4 The Project Inspector.

2.4.1 Authority of Project Inspector. In addition to the authority and rights of the Project Inspector as provided for elsewhere in the Contract Documents and/or the Laws, all of the Work shall be performed under the observation of the Project Inspector. The foregoing notwithstanding, the Contractor shall not perform any Work deviating from the Contract Documents solely on the basis of direction by the Project Inspector; such deviations shall be deemed defective or non-conforming Work subject to correction or replacement at the sole cost of the Contractor and without adjustment of the Contract Time. The performance of the duties of the Project Inspector shall not relieve or limit the Contractor's performance of its obligations under the Contract Documents.

2.4.2 Limitations on Project Inspector. The Project Inspector does not have authority to interpret the Contract Documents or to modify the Work depicted in the Contract Documents. The Project Inspector has no authority relative to the content or scope of the Contractor's safety plan/program. The Contractor shall not perform any Work deviating from the Contract Documents solely on the basis of direction by the Project Inspector; such deviations shall be deemed Defective or Non-Conforming Work subject to correction or replacement at the sole cost of the Contractor and without adjustment of the Contract Time.

2.4.3 Contractor Access for Project Inspector. The Contractor shall provide the Project Inspector with access to all parts of the Work at any time, wherever located and whether partially or completely fabricated, manufactured, furnished or installed.

2.4.4 Contractor and District Responsibilities for Costs and Fees of Project Inspector. The District is responsible only for payment of the fees of the Project Inspector for standard eight (8) hour work day Mondays through Fridays, excepting holiday days ("Project Inspector Standard Workdays"). All services provided by the Project Inspector exceeding an eight (8) hour workday Mondays through Fridays and/or the first eight (8) hours on Saturday shall be at 1½ times the Project Inspector's basic hourly rate. All hours of service provided by the Project Inspector in excess of eight (8) hours on Saturdays, and all hours of service provided by the Project Inspector on holiday days or on Sundays are at two (2) times the Project Inspector's basic hourly rate. Fees for services provided by the Project Inspector beyond the Project Inspector Standard Workdays set forth above are the sole responsibility of the Contractor; the District may deduct fees for the Project Inspector which exceeds the Project Inspector Standard Workdays from the Contract Price.

## ARTICLE 3: ARCHITECT

### 3.1 Architect's Administration of the Contract.

- 3.1.1 Administration of Contract. The Architect will provide administration of the Contract as described in the Contract Documents, and will be one of the District's representatives during construction until the time of Final Payment. The Architect will advise and consult with the District, the Construction Manager, if any, and the Project Inspector with respect to the administration of the Contract and the Work. The Architect is authorized to act on behalf of the District to the extent provided for in the Contract Documents; and shall have the responsibilities and authority established by the Laws.
- 3.1.2 Periodic Site Inspections. The Architect will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. The Architect is not required to make exhaustive or continuous Site inspections to check quality or quantity of the Work. On the basis of Site observations as an architect, the Architect will keep the District informed of the progress of the Work, and will endeavor to guard the District against defects and deficiencies in the Work.
- 3.1.3 Contractor Responsibility for Construction Means, Methods and Sequences. The Architect will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, these being solely the Contractor's responsibility. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
- 3.1.4 Review of Applications for Payment. Pursuant to Article 8 hereof, the Architect will review the Contractor's Payment Applications and for Application For Final Payment, evaluate the extent of Work performed and verify to the District the amount properly due the Contractor.
- 3.1.5 Rejection of Work. The Architect is authorized to reject Work which is defective or does not conform to the requirements of the Contract Documents. Whenever the Architect considers it necessary or advisable, for implementation of the intent of the Contract Documents, the Architect is authorized to require additional inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. Neither this authority of the Architect nor a decision made in good faith by the Architect to exercise or not to exercise such authority shall modify requirements of the Contract Documents or any obligation of the Contractor under the Contract Documents.
- 3.1.6 Submittals.
- 3.1.6.1 Processing of Submittals. Submittals required by the Contract Documents shall be prepared by or on behalf of the Contractor in accordance with the requirements of the Contract Documents. If the District retains a Construction Manager for the Work, Submittals shall be transmitted by the Contractor to the Construction Manager for distribution by the Construction Manager to the Architect and the District. Upon completion of the Architect's review of a Submittal, the Construction Manager shall transmit the reviewed Submittal to the Contractor for the Contractor's distribution to its Subcontractor(s) and

other affected parties. If the District does not retain a Construction Manager for the Work, Submittals shall be submitted by the Contractor to the Architect or such other party designated in the Contract Documents or by the Architect for review and processing.

- 3.1.6.2 Architect's Review. The Architect will review and approve or take other appropriate action upon the Contractor's Submittals, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's Submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect's review of Submittals shall not constitute approval of safety measures, programs or precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item in a Submittal shall not indicate approval of an assembly of which the item is a component with the Submittal(s) required and relating to such assembly have been reviewed by the Architect.
- 3.1.6.3 Time for Architect's Review. The Architect's review of Submittals will be conducted promptly so as not to delay or hinder the progress of the Work or the activities of the Contractor, the District or the District's separate contractors while allowing sufficient time, in the Architect's reasonable professional judgment, to permit adequate review of Submittals. The foregoing notwithstanding, the Architect's review and return of Submittals will conform with the time limits and other conditions, if any, set forth in the Specifications or the Submittal Schedule if the Submittal Schedule is required by other provisions of the Contract Documents, but shall, under no circumstance, be less than fifteen (15) days.
- 3.1.7 Issuance of Construction Change Directive. The Architect is authorized to issue Construction Change Directives.
- 3.1.8 Changes to the Work; 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.
- 3.1.9 Completion. In conjunction with the District, Project Inspector, Construction Manager, if any, and the Contractor, the Architect will conduct observations of the Work to determine the date(s) of Substantial Completion and Final Completion. If the District does not designate a Construction Manager for the Work, the Architect shall: (i) be authorized to enforce the Contractor's close-out obligations; and (ii) receive from the Contractor and the records, written warranties and related close-out materials assembled by the Contractor in accordance with the Contract Documents.
- 3.1.10 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 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 under this Article 3.1.10, the Architect shall be afforded a fifteen (15) day period after receipt of such request to review and respond thereto. Interpretations and decisions of the Architect will: (i) 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; (ii) endeavor to secure faithful performance by both the District and the Contractor; (iii) not show partiality to either the District or Contractor; and (iv) not result in liability 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.

- 3.1.11 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"), Contractor shall timely notify the Architect, in writing, of the Conditions encountered and to 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 Contractor fails to timely notify the Architect in writing of any Conditions encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price. In requesting information of the Architect to address and resolve any Conditions the Contractor shall act with promptness in submitting any such written request so as to allow the Architect a reasonable period of time to review, evaluate and respond to any such request, taking into account the then current status of the progress and completion of the Work and the actual or potential impact of any such Conditions upon the completion of the Work within the Contract Time. The Contract Time shall not be subject to adjustment in the event that the Contractor shall fail to timely request information from the Architect. The Architect's responses to any such Contractor request for information shall conform to the standards and time frame set forth in Article 3.1.10 of these General Conditions. The foregoing provisions notwithstanding, 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; (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 associated with the processing, reviewing, evaluating and responding to any such request for information, including without limitation, fees of the Architect. In responding to any of Contractor's request(s) for information, the Architect shall, in the response, indicate if the Architect has made the determination pursuant to the preceding sentence and, if so, the costs to be borne by the Contractor for the processing, review, evaluation and response to the request for information. Thereafter, the District is authorized to deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

- 3.2 Communications; Architect's Role. All communications regarding the Work, the performance thereof or the Contract Documents shall be in writing; verbal communications shall be reduced to writing. If the District does not designate a Construction Manager for the Work, communications between the Contractor and the District shall be through the Architect. Communications between separate contractors, if any, shall be through the Architect.
- 3.3 Termination of Architect; Substitute Architect. In case of termination of employment of the Architect, the District shall appoint a substitute architect whose status under the Contract Documents shall be that of the Architect.
- 3.4 Construction Manager. If a Construction Manager is designated for the Work, the Construction Manager shall be a representative of the District until Final Completion is achieved and Final Payment is due the Contractor. The Construction Manager is authorized to act on behalf of the District and in connection with the Work as set forth in the Contract Documents, including without limitation: (i) review of the Contractor's Construction Schedule and updates thereto; (ii) review of the Contractor's Applications for Payment and verification of the amount due the Contractor under an Application for Payment; (iii) conducting the Pre-Construction Meeting, Progress Meetings and/or Special Meetings and maintaining minutes thereof; and (iv) enforcement of the Contractor's obligations under the Contract Documents, including the Contractor's close-out obligations.

#### **ARTICLE 4: THE CONTRACTOR**

- 4.1 Contractor Review of Contract Documents.
- 4.1.1 Examination of Contract Documents. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the District pursuant to the Contract Documents and shall at once report to the Architect any 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 of the same, the Contractor shall assume full responsibility for such performance and shall bear all costs for correction of the same without adjustment of the Contract Price.
- 4.1.2 Field Measurements. Prior to commencement of the Work, or portions thereof, the Contractor shall take field measurements and verify field conditions at the Site and shall carefully compare such field measurements and conditions with information provided in the Contract Documents. Errors, inconsistencies or omissions discovered shall be immediately reported to the Architect along with request for clarification or direction.
- 4.1.3 Dimensions; Layouts and Field Engineering. Unless otherwise expressly provided, dimensions indicated in the Drawings are intended for reference only. The Drawings are intended to be diagrammatic and schematic in nature; the Contractor is solely responsible for dimensioning and coordinating the Work of the Contract Documents. All field engineering required for laying out the Work and establishing grades for earthwork operations shall be by the Contractor at its expense. Any field engineering or other engineering to be provided or performed by the Contractor under the Contract Documents and required or necessary for the proper execution or installation of the Work shall be provided and performed by an engineer duly registered under the laws of the State of California in the engineering discipline for such portion of the Work.

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

4.2 Site Investigation; Subsurface Conditions.

4.2.1 Contractor Investigation. The Contractor is responsible for, and by executing the Agreement acknowledges, that it has carefully examined the Site and has taken all steps it deems reasonably necessary to ascertain all conditions which may affect the Work, or the cost thereof, including, without limitation, conditions bearing upon transportation, disposal, handling or storage of materials; availability of labor or utilities; access to the Site; and the physical conditions and the character of equipment, materials, labor and services necessary to perform the Work. Any failure of the Contractor to do so will not relieve it from the responsibility for fully and completely performing all Work without adjustment to the Contract Price or the Contract Time. The District assumes no responsibility to the Contractor for any understandings or representations concerning conditions or characteristics of the Site, or the Work, made by any of its officers, employees or agents prior to the execution of the Agreement, unless such understandings or representations are expressly set forth in the Contract Documents.

4.2.2 Subsurface Data. By executing the Agreement, the Contractor acknowledges that it has examined the boring data and other subsurface data available and 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, insofar as this information is reasonably ascertainable from an inspection of the Site, review of available subsurface data and analysis of information furnished by the District under the Contract Documents. 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 are neither guaranteed or warranted by the District to be complete and accurate. The Contractor shall examine all boring and other subsurface data to make its own independent interpretation of the subsurface conditions and acknowledges that its bid is based upon its own opinion of the conditions which may be encountered. The District assumes no responsibility for any conclusions or interpretations made by Contractor on the basis of available subsurface data or other information furnished by District under the Contract Documents.

4.2.3 Subsurface Conditions. If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly and before the following conditions are disturbed, notify the 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 upon notice to the District of the conditions described above and upon the District's investigation thereof,



the District determines that the conditions so materially differ or involve such hazardous materials which require an adjustment to the Contract Price or the Contract Time, the District shall issue a Change Order in accordance with Article 9 hereof. In accordance with California Public Contract Code §7104, any dispute arising 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. The District reserves the right to terminate the Contract pursuant to Article 15.2 hereof should the District determine not to proceed because of any condition described in (i), (ii) or (iii) above.

#### 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 shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents, unless Contract Documents give other specific instructions concerning these matters. The Contractor shall be responsible for inspection of completed or partially completed portions of Work to determine that such portions are in proper condition to receive subsequent Work.
- 4.3.2 Responsibility for the Work. The Contractor is responsible to the District for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the Contractor. The Contractor is not relieved from its obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager, Project Inspector or the Architect, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- 4.3.3 Surveys. The Contractor shall prepare or cause to be prepared all detailed surveys necessary for performance of the Work, including without limitation, slope stakes, points, lines and elevations. The Contractor is responsible for the establishment, location, maintenance and preservation of benchmarks, reference points and stakes for the Work without adjustment of the Contract Price. The Contractor is solely responsible for all loss or costs resulting from the loss, destruction, disturbance or damage of benchmarks, reference points or stakes.
- 4.3.4 Construction Utilities. The District will not 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 and the Contractor's obligations hereunder shall be obtained by the Contractor without adjustment of the Contract Price or the Contract Time. The Contractor shall furnish and install necessary or appropriate temporary distributions of utilities, including utilities furnished by the District. Any such temporary distributions shall be removed by the Contractor upon completion of the Work. The costs of all such utility services, including the installation, relocations and removal of temporary distributions thereof, shall be borne by the Contractor and included in the Contract Price.
- 4.3.5 Existing Utilities; Removal, Relocation and Protection.
- 4.3.5.1 Contractor Responsibility for Locating Utilities. The Contractor is responsible for locating all below grade drainage lines, storm drains,

sewers, domestic water, gas, electrical, hot water and irrigation utility services, vaults, duct banks and other similar items or utilities services (collectively "Underground Facilities") which are shown in the Drawings or other portions of the Contract Documents; or (ii) which are identified in information relating to Underground Facilities maintained by the regional notification center, "Underground Service Alert" ("USA"). Contractor shall locate and mark locations of the Underground Facilities shown in the Contract Documents and information relating to Underground Facilities maintained by USA before proceeding with Work that may: (i) damage, destroy or impair Underground Facilities; or (ii) limit, disrupt or interrupt utility services provided through Underground Facilities. Prior to commencing Work in the proximity of Underground Facilities or other underground structures that can be readily inferred from adjacent surface improvements, Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, such utilities or installations that are to remain and that are subject to damage, destruction or disruption.

- 4.3.5.2 Contractor Responsibility for Damage to Underground Facilities. Without adjustment of the Contract Time or the Contract Price, the Contractor shall repair or replace all damage to or destruction of Underground Facilities occurring during performance of the Work. All such repairs or replacements shall be with materials, equipment and other items consistent with those in place prior to commencement of the Work and when the repair or replacement is completed, the Underground Facilities shall be in the same functional and operational condition as prior to the damage or destruction.
- 4.3.5.3 Contractor Responsibility for Maintaining Utility Services. The Contractor shall maintain in service all utility services provided through the Underground Facilities unless the Contractor has notified the District and Construction Manager in writing of utility service disruptions at least two (2) working days in advance of the anticipated disruption of utility services. Notwithstanding the Contractor's notice pursuant to the foregoing, the District may, in the sole discretion of the District, direct alternative times/days for the anticipated utility service disruption as necessary for conduct of on-going activities or operations of the District at and about the Site. The Contractor shall be liable for all costs, fees or charges incurred by the District to provide utility services if there is disruption, interruption or limitation of any utility services for which the Contractor has not provided the advance written notice of utility disruption pursuant to the foregoing. The District may deduct such costs, fees or charges from the Contract Price then or thereafter due the Contractor.
- 4.3.5.4 Unmarked; Unknown Utilities. Additional Underground Facilities not shown in the Contract Documents or USA data may exist on or about the Site. The Contractor shall be alert to their existence; if they are encountered, Contractor shall immediately report such Underground Facilities to the Project Inspector, Construction Manager and District for disposition of the same prior to disturbing any existing condition. In accordance with California Government Code §4215, the District is responsible for the timely removal, relocation, or protection of existing

main or trunkline utility facilities located on the Site which are not identified in the Contract Documents. 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 equipment on the Site necessarily idled during such work. 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 District of the utility to provide for removal or relocation of such utility facilities. Nothing in this Article 4.3.5 shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the Site. 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.

4.3.6 Conferences and Meetings. A material obligation of the Contractor under the Contract Documents is the attendance at meetings and conferences relating to the Work by the Contractor's supervisory personnel for the Work and the Contractor's management personnel as required by the Contract Documents or as requested by the District. The Contractor's personnel participating in conferences and meetings relating to the Work shall be authorized to act on behalf of the Contractor and to bind the Contractor. The Contractor is solely responsible for arranging for the attendance by Subcontractors, Material Suppliers at meetings and conferences relating to the Work as necessary, appropriate or as requested by the District.

4.3.6.1 Pre-Construction Conference. The Contractor's representatives (and representatives of Subcontractors as requested by the District) shall attend a Pre-Construction Conference at such time and place as designated by the District. The Pre-Construction Conference will address items such as the Contractor's access to the Site, review of construction procedures and requirements and other matters pertaining generally to construction of the Work.

4.3.6.2 Progress Meetings. Progress meetings will be conducted on regular intervals (weekly unless otherwise expressly indicated elsewhere in the Contract Documents). The Contractor's representatives and representatives of Subcontractors (as requested by the District) shall attend Progress Meetings. Progress Meetings will be chaired by the Architect or the Construction Manager and will generally include as agenda items: Site safety, field issues, coordination of Work, construction progress and impacts to timely completion, if any. The purposes of the Progress Meetings include without limitation: a formal and regular forum for discussion of the status and progress of the Work by all Project participants, a review of progress or resolution of previously raised issues and action items assigned to the Project participants, and reviews of the Construction Schedule and Submittals.

4.3.6.3 Pre-Installation Conference. The Contractor's representatives (and representatives of Subcontractors as requested by the District or the

Construction Manager) shall attend a Pre-Installation Conference prior to the initiation of a new phase of Work or in connection with the delivery and installation of major items of equipment incorporated into the Work. Pre-Installation Conferences will generally address the requirements of the new phase of Work and Contract Documents, and/or to coordinate delivery and installation of major equipment items.

4.3.6.4 Special Meetings. As deemed necessary or appropriate by the District, Special Meetings will be conducted with the participation of the Contractor, Subcontractors and other Project participants as requested by the District.

4.3.6.5 Minutes of Meetings. Following conclusion of the Pre-Construction Conference, Progress Meetings and Special Meetings, the Architect or the Construction Manager will prepare and distribute minutes reflecting the items addressed and actions taken at a meeting or conference. Unless the Contractor notifies the Architect or the Construction Manager in writing of objections or corrections to minutes prepared hereunder within five (5) days of the date of distribution of the minutes, the minutes as distributed shall constitute the official record of the meeting or conference. No objections or corrections of any Subcontractor or Material Supplier shall be submitted directly to the Architect or the Construction Manager; such objections or corrections shall be submitted to the Architect and the 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 Progress Meeting.

#### 4.4 Labor and Materials.

4.4.1 Payment for Labor, Materials and Services. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, Construction Equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.

4.4.2 Employee Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor or Sub-subcontractor, 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 or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work and thereafter, the Contractor shall not employ nor permit the employment of such person for performance of any part of the Work without the prior written consent of the District, which consent may be withheld in the reasonable discretion of the District.

4.4.3 Compliance with Immigration Reform and Control Act of 1986. The Contractor is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. (the "IRCA"); the Contractor shall also require Subcontractors and any other person or entity employing labor in connection with any of the Work to so similarly comply with the IRCA. The foregoing includes

without limitation, verification that individuals engaged in any Work are legally entitled to do so.

#### 4.4.4 Contractor's Project Manager and Superintendent

4.4.4.1 Qualifications of Contractor Superintendent and Contractor Project Manager. Prior to start of Work at the Site, the Contractor shall submit in writing to the District and Construction Manager, the qualifications of the Contractor's proposed superintendent ("Contractor Superintendent") and the Contractor's proposed Project Manager ("Contractor PM") for acceptance by the Construction Manager and District. The Contractor's proposed Contractor Superintendent and proposed Contractor PM shall each have recent experience in similar types of construction to the Work. The Contractor's proposed Contractor Superintendent and Contractor PM shall be satisfactory to the District and Construction Manager and shall not be changed during the Work unless the Contractor's employment of the Contractor Superintendent or Contractor PM is terminated by the Contractor for cause or the Contractor Superintendent or Contractor PM voluntary ceases employment by the Contractor. The Contractor shall dismiss the Contractor Superintendent or the Contractor PM if they are deemed, in the sole reasonable judgment of the District, to be unfit, incompetent or incapable of performing the functions assigned to them. In such event, the District shall have the right to approve of the replacement Contractor Superintendent or Contractor Project Manager, as applicable.

4.4.4.2 Contractor Superintendent. Competency of the Contractor Superintendent shall include, without limitation, a minimum of three (3) years prior experience as a superintendent for a general contractor on projects similar in size, scope and complexity to the Work. The Contractor's communications relating to the Work or the Contract Documents shall be through the Contractor Superintendent. The Contractor Superintendent shall represent the Contractor and communications given to the Contractor Superintendent shall be binding as if given to the Contractor.

4.4.4.3 Contractor Project Manager. The Contractor shall employ a Contractor PM who shall be a senior management employee of the Contractor. The Contractor PM shall be at the Site periodically to observe the progress and quality of the Work in progress and in place. The Contractor PM shall be responsible for directing and coordinating human and material resources of the Contractor and Subcontractors throughout the course of the Work using management techniques so that the Work is completed for the Contract Price and within the Contract Time.

#### 4.5 Prohibition on Harassment.

4.5.1 District's Policy Prohibiting Harassment. The District is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color religion, national origin, ancestry, age, medical condition, marital status, disability, veteran status or other legally protected classification. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as

racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

4.5.1.1 Contractor's Adoption of Anti-Harassment Policy. Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim. Contractor shall require that any Subcontractor or Sub-subcontractor performing any portion of the Work to adopt and implement policies in conformity with this Article 4.4.5.

4.5.1.2 Prohibition on Harassment at the Site. Contractor shall not permit any person, whether employed by Contractor, a Subcontractor, or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any such person engaging in a prohibited form of harassment directed to any individual performing or providing any portion of the Work at or about the Site shall be subject to appropriate sanctions in accordance with the anti-harassment policy adopted and implemented pursuant to Article 4.4.5.1 above. Any person, performing or providing Work on or about the Site engaging in a prohibited form of harassment directed to any student, faculty member or staff of the District or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District's receipt of any notice or complaint that any person employed directly or indirectly by Contractor in performing or providing the Work has engaged in a prohibited form of harassment, 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 shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. Contractor and the Surety shall defend, indemnify and hold harmless the District and its employees, officers, board of trustees, agents, and representatives 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 person dismissed from performing or providing work at the direction of the District pursuant to this Article

4.4.5.2; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

4.6 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.

4.7 Permits, Fees and Notices; Compliance With Laws.

4.7.1 Payment of Permits, Fees. The Contractor shall secure and pay for permits, approvals governmental fees, licenses and inspections necessary or required for the proper execution and completion of the Work which are designated in the Contract Documents as the responsibility of the Contractor.

4.7.2 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.

4.7.3 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 the 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.

4.8 Submittals.

4.8.1 Purpose of Submittals. Submittals are not Contract Documents. Submittals are for the purpose of demonstrating, for those portions of the Work for which Submittals are required, the manner in which the Contractor proposes to provide or incorporate such item of the Work in conformity with the information given and the design concept expressed in the Contract Documents.

4.8.2 Contractor's Submittals.

4.8.2.1 Prompt Submittals. The Contractor shall review, approve and submit to the Architect or such other person or entity designated by the District or the Contract Documents, the number of copies of Submittals required by the Contract Documents. All Submittals required by the Contract Documents shall be prepared, assembled and submitted by the Contractor within the time frames set forth in the Submittal Schedule incorporated and made a part of the Approved Construction Schedule. Contractor's submission of Submittals in conformity with the Submittal Schedule is a material obligation of the Contractor. If the Contractor fails or refuses to deliver Submittals in accordance with the Submittal Schedule, the Contractor shall be subject to per diem assessments in the amount set forth in the Special Conditions for each day of delayed submission for any Submittal beyond the date set forth

in the Submittal Schedule for Contractor's submission of such Submittal. Contractor and the District acknowledge and agree that the per diem assessment for delayed submission of Submittals set forth in the Special Conditions represents a reasonable estimate of costs and expenses the District will incur as a result of delayed submission of Submittals and that the same is not a penalty. Notwithstanding Contractor's submission of all required Submittals in accordance with the Submittal Schedule, in the event that the District or the Architect reasonably determines that all or any portion of such Submittals fail to comply with the requirements of Articles 4.7.2.2, 4.7.2.3 and 4.7.2.4 of these General Conditions and/or such Submittals are not otherwise complete and accurate so as to require re-submission, Contractor shall bear all costs associated with the review and approval of resubmitted Submittals, including without limitation Architect's fees incurred in connection therewith; provided that such costs are in addition to, and not in lieu of, Liquidated Damages imposed under this Article 4.7.2.1 for Contractor's delayed submission of Submittals. If Liquidated Damages are assessed for the Contractor's delayed submission of Submittals or if the Contractor is assessed Architect fees to review incomplete or inaccurate Submittals, the District may deduct the same from any portion the Contract Price then or thereafter due the Contractor. Submittals not required by the Contract Documents or which do not otherwise conform to the requirements of the Contract Documents may be returned without action. No adjustment to the Contract Time or the Contract Price shall be granted to the Contractor on account of its failure to timely submit of any Submittal.

- 4.8.2.2 Approval of Subcontractor Submittals. All Submittals prepared by Subcontractors, Material Suppliers, manufacturers or distributors shall bear the written approval of the Contractor thereto prior to submission to the Architect for review. Any Submittal not bearing the Contractor's written approval shall be subject to return to the Contractor for re-submittal in conformity herewith, with the same being deemed to not have been submitted. Any delay, impact or cost associated therewith shall be the sole and exclusive responsibility of the Contractor without adjustment to the Contract Time or the Contract Price.
- 4.8.2.3 Verification of Submittal Information. By approving and submission of Submittals, the Contractor represents to the District and Architect that the Contractor has determined and verified materials, field measurements, field construction criteria, catalog numbers and similar data related thereto and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.
- 4.8.2.4 Information Included in Submittals. All Submittals shall be accompanied by a written transmittal or other writing by the Contractor providing an identification of the portion of the Drawings or the Specifications pertaining to the Submittal, with each Submittal numbered consecutively for ease of reference along with the following information: (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 by the Contract Documents for the Architect's



review, evaluation and acceptance of the Contractor’s Submittals.

4.8.2.5 Contractor Responsibility for Deviations. The Contractor shall not be relieved of responsibility for correcting deviations from the requirements of the Contract Documents by the Architect’s review of Submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission of the Submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the Architect’s review thereof.

4.8.2.6 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 returned the Submittal to the Contractor indicating “No Exception Taken” to such Submittal. The Contractor shall not perform any portion of the Work forming a part of a Submittal or which is affected by a related Submittal until the entirety of the Submittal or other related Submittal has been fully processed. Such Work shall be in accordance with the final action taken by the Architect in review of Submittals and other applicable portions of the Contract Documents.

4.8.3 Architect Review of Submittals. The purpose of the Architect’s review of Submittals and the time for the Architect’s return of Submittals to the Contractor shall be as set forth elsewhere in the Contract Documents. If the Architect returns a Submittal as rejected or requiring correction(s) with re-submission, the Contractor, so as not to delay the progress of the Work, shall promptly thereafter 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 shall be entitled to rely upon the accuracy and completeness of such calculations and certifications accompanying Submittals. The Architect’s review of the Submittals is for the limited purposes described in the Contract Documents. The following notations or notations of a similar nature noted on a reviewed Submittal will require the Contractor action noted below.

Notation	Action Required
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 revision
Rejected Re-Submit	Prepare new alternative Submittal and re-submit for review

4.8.4 Deferred Approval Items. If any portion of the Work is designated in the Contract Documents as a “Deferred Approval” item, Contractor shall be solely and exclusively responsible for: (i) the design, engineering and specifying the

materials/equipment forming any part of the Deferred Approval Item; (ii) integrating and/or coordinating the Deferred Approval Item with other portions of the Work; (iii) preparation of Submittals for such item(s) in a timely manner so as not to delay or hinder the completion of the Work within the Contract Time; and (iv) timely obtaining DSA approval thereof.

#### 4.9 Materials and Equipment.

4.9.1 Specified Materials, Equipment. References in the Contract Documents to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, by name, make, trade name, or catalog number, with or without the words “or equal” shall be deemed to establish a minimum standard of quality or performance, and shall not be construed as limiting competition.

4.9.2 Approval of Substitutions or Alternatives. The Contractor may propose to furnish alternatives or substitutes for a particular item specified in the Contract Documents, provided that: (i) such proposed substitution or alternative complies with the requirements of the Specifications relating to substitutions of specified items; (ii) the Contractor certifies to the Architect and District that the quality, performance capability and functionality (including visual and/or aesthetic effect) of the proposed alternative or substitute meet or exceed the quality, performance capability and functionality of the item or process specified; and (iii) demonstrate to the reasonable satisfaction of the Architect and District that the use of the substitution or alternative is appropriate and will not delay completion of the Work or result in an increase to the Contract Price. The Contractor shall submit calculations engineering, construction, dimension, visual, aesthetic and performance data to the Architect to permit its proper evaluation of the proposed substitution or alternative. If requested by the Architect, Contractor shall promptly furnish any additional information or data regarding a proposed substitution or alternative which the Architect deems reasonably necessary for the evaluation of the proposed substitution or alternative. The Contractor shall not provide, furnish or install any substitution or alternative without the Architect’s review and final action on the proposed substitution or alternative; any alternative or substitution installed or incorporated into the Work without first obtaining the Architect’s review and final action of the same shall be subject to removal pursuant to Article 12 hereof. The Architect’s decision evaluating the Contractor’s proposed substitutions or alternatives shall be final. Neither the Contract Time nor the Contract Price shall be increased on account of any substitution or alternative proposed by the Contractor and which is accepted by the Architect; provided, however, that in the event a substitution or alternative accepted by the Architect and purchase, fabrication and/or installation or such accepted substitution or alternative shall be less expensive than the originally specified item, the Contract Price shall be reduced by the actual cost savings realized by the Contractor’s furnishing and/or installation of such approved substitution or alternative. The Contractor shall be solely responsible for all costs and fees incurred by the District to review a proposed substitution or alternative, including without limitation fees of the Architect, and/or governmental agencies including submittal to DSA if required to review and/or approve any proposed substitution or alternative. The Contractor shall be solely responsible for any increase in the cost of any accepted substitution or alternative or any Work affected by such alternative or substitution. The foregoing notwithstanding, all requests for the Architect’s review and approval of any proposed substitution or alternative and all engineering, construction, dimension and performance data substantiating the

equivalency of the proposed substitution or alternative 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 by action of the District's Board of Trustees; any request for approval of proposed alternatives or substitutions submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed substitution or alternative regardless of whether the substitute or alternate item is to be provided, furnished or installed by Contractor, any Subcontractor, any Sub-Subcontractor, Material Supplier or Manufacturer.

- 4.9.3 "Sole Source" Products. If any material, equipment, or other item is identified in the Contract Documents as being the only source of the material, equipment or other item necessary to accomplish the intended result(s), such material, equipment or other item shall not be subject to substitution.
- 4.9.4 Placement of Material and Equipment Orders. Contractor shall, after award of the Contract, promptly and timely place all orders for materials and/or equipment necessary for completion of the Work so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Contractor shall require that any Subcontractor similarly place orders for all materials and/or equipment to be furnished by any such Subcontractor in a prompt and timely manner so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Upon request of the District, Construction Manager or the Architect, the Contractor shall furnish reasonably satisfactory 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.
- 4.9.5 District's Right to Place Orders for Materials and/or Equipment. Notwithstanding any other provision of the Contract Documents, if the Contractor shall, upon request of the District, Construction Manager or the Architect, fails or refuses, for any reason, to provide reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, or should the District determine, in its sole and reasonable discretion, that any orders for materials and/or equipment have not been placed in a manner so that such materials and/or equipment will be delivered to the Site so the Work can be completed without delay or interruption, the District shall have the right, but not the obligation, to place such orders on behalf of the Contractor. If the District exercises the right to place orders for materials and/or equipment pursuant to the foregoing, the District's conduct shall not be deemed to be an exercise, by the District, of any control over the means, methods, techniques, sequences or procedures for completion of the Work, all of which remain the responsibility and obligation of the Contractor. Notwithstanding the right of the District to place orders for materials and/or equipment pursuant to the foregoing, the election of the District to exercise, or not to exercise, such right shall not relieve the Contractor from any of Contractor's obligations under the Contract Documents, including without limitation, completion of the Work within the Contract Time and for the Contract Price. If the District exercises the right hereunder to place orders for materials and/or equipment on behalf of Contractor pursuant to the foregoing, Contractor shall reimburse the District for all costs and fees incurred by the District in placing such orders; such costs and fees may be deducted by the District from the Contract Price then or thereafter due the Contractor.
- 4.9.6 Contractor and Subcontractor Communication. 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. The foregoing is a material obligation of the Contractor hereunder.

#### 4.10 Safety.

- 4.10.1 OCIP Safety Requirements. In addition to other provisions of the Contract Documents relating to Safety at the Site, the Contractor shall comply with the safety requirements mandated by, or associated with, the OCIP set forth in the OCIP Program description incorporated as Attachment D to the Special Conditions.
- 4.10.2 Safety Programs. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by the Laws required by the type or nature of the Work. The foregoing include, without limitation: (i) workplace safety programs mandated by the Laws; and (ii) safety programs and safety measures required by the OSHA, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs.
- 4.10.3 Contractor Safety Plan. Prior to commencement of Work at the Site, the Contractor shall submit to the District and the Construction Manager, if any, the Contractor's Safety Plan for the Work for review and acceptance by the District. Acceptance by the District is subject to the Safety Plan conforming to requirements of the Laws, conditions at or about the Site and the nature of the Work. The Contractor shall modify its Safety Plan as necessary to obtain the District's acceptance thereof. Notwithstanding the District's acceptance of the Contractor's Safety Plan, the Contractor shall remain solely responsible for implementing the Safety Plan and implementing measures as necessary to maintain safety of persons and property at and about the Site. The District's acceptance of the Contractor's Safety Plan shall not limit, restrict or otherwise modify the Contractor's obligations relating to safety at or about the Site in accordance with the Contract Documents and the Laws.
- 4.10.4 Safety Precautions. The Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody or control of the Contractor or Subcontractors; 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.
- 4.10.5 Safety Signs, Barricades. The Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, barricades, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
- 4.10.6 Safety Notices. The Contractor shall give or post all safety notices required by

the Laws and comply with the Laws bearing on safety of persons or property or their protection from damage, injury or loss.

4.10.7 Safety Coordinator. The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents and the implementation and maintenance safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Construction Manager, Project Inspector and the Architect.

4.10.8 Emergencies. In an emergency affecting safety of persons or property, the Contractor shall act, to prevent threatened damage, injury or loss.

4.10.9 Hazardous Materials.

4.10.9.1 General. If the Contractor, any Subcontractor or anyone employed directly or indirectly by them shall use, at the Site, or incorporate into the Work, any material or substance deemed to be hazardous or toxic under any law, rule, ordinance, regulation or interpretation thereof (collectively "Hazardous Materials"), the Contractor shall comply with all Laws applicable thereto and shall exercise all necessary safety precautions relating to the use, storage or disposal thereof.

4.10.9.2 Prohibition on Use of Asbestos Construction Building Materials ("ACBMs"). Notwithstanding any provision of the Drawings or the Specifications to the contrary, it is the intent of the District that ACBMs not be used or incorporated into any portion of the Work. In the event that any portion of the Work depicted in the Drawings or the Specifications shall require materials or products which the Contractor knows, or should have known with reasonably diligent investigation, to contain ACBMs, Contractor shall promptly notify the Architect and the Project Inspector of the same so that an appropriate alternative can be made in a timely manner so as not to delay the progress of the Work. Contractor warrants to the District that there are no materials or products used or incorporated into the Work which contain ACBMs. Whether before or after completion of the Work, if it is discovered that any product or material forming a part of the Work or incorporated into the Work contains ACBMs, the Contractor shall at its sole cost and expense remove such product or material in accordance with any laws, rules, procedures and regulations applicable to the handling, removal and disposal of ACBMs and to replace such product or material with non-ACBM products or materials and to return the affected portion(s) of the Work to the finish condition depicted in the Drawings and Specifications relating to such portion(s) of the Work. Contractor's obligations under the preceding sentence shall survive the termination of the Contract, the warranty period provided under the Contract Documents, the Contractor's 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 of the existence of ACBM materials or products in the Work, the District may thereafter proceed to cause the removal and replacement of such materials or products in any manner which the District determines to be reasonably necessary and appropriate; all

costs, expenses and fees, including without limitation fees and costs of consultants and attorneys, incurred by the District in connection with such removal and replacement shall be the responsibility of the Contractor and the Surety.

4.10.9.3 Disposal of Hazardous Materials. Contractor shall be solely and exclusively responsible for the disposal of any Hazardous Materials on or about the Site. The Contractor's obligations hereunder shall include without limitation, the transportation and disposal of any Hazardous Materials in strict conformity with the Laws.

4.10.10 Temporary Sanitary Facilities. At all times during Work at the Site, the Contractor shall obtain and maintain temporary sanitary facilities in conformity with applicable law, rule or regulation. The Contractor shall maintain temporary sanitary facilities in a neat and clean manner with sufficient toilet room supplies. Personnel engaged in the Work are not permitted to use toilet facilities at or about the Site.

4.10.11 Noise and Dust Control

4.10.11.1 Noise Control. The Contractor 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. If classes are in session at any point during the progress of the Work, and, in the District's reasonable discretion, the noise from any Work disrupts or disturbs the students or faculty or the normal operation of the college, at the District's request, the Contractor shall schedule the performance of all such Work around normal college 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.

4.10.11.2 Dust Control. The Contractor shall be fully and solely responsible for maintaining and up keeping all areas of the Site and adjoining areas, outdoors and indoors, free from flying debris, 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, particularly to students and District personnel. 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 Laws, including, without limitation, the EPA, OSHA and Cal-OSHA,. 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 incurred for violations of applicable law, rule or regulation, and any amounts expended by the District to pay such damages shall be due and payable to the District on demand. Contractor shall replace any damaged 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. If classes are in session at any point during the progress of Work, and, in the District'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 District'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.

4.10.11.3 Air Pollution. The Contractor shall comply with all applicable air pollution control rules, regulations, ordinances, or statutes. Neither the Contract Time nor the Contract Price shall be subject to adjustment for measures of the Contractor to comply with air pollution control requirements. The Contractor shall be solely responsible for implementing measures required by any governmental or quasi-governmental agency with jurisdiction and/or authority to enforce air pollution control measures without adjustment of the Contract Time or the Contract Price. If in performance of the Work, the Contractor violates applicable air pollution control requirements, the Contractor shall be solely responsible for discharging and satisfying any fine, penalty or remedial measure imposed by a governmental or quasi-governmental agency with authority or jurisdiction to enforce air pollution control measures. The scope of the Contractor's indemnity obligations under the Contract Documents shall include, without limitation, the defense, indemnity and hold harmless of the Indemnified Parties from any fine, penalty or remedial measure imposed by a governmental or quasi-governmental agency with authority or jurisdiction to enforce air pollution control measures as a result of the Contractor's failure or refusal to comply with its obligations hereunder.

4.10.11.4 Contractor Failure to Comply. If the Contractor fails to comply with the requirements for dust control, noise control, or any other maintenance or clean up requirement of the Contract Documents, the District, Architect, District Inspector or Construction Manager are each authorized to notify the Contractor in writing of such failure and the Contractor shall take immediate action. Should the Contractor fail to respond with immediate and responsive action and not later than twenty-four (24) hours from such notification, the District shall have the absolute right to proceed as it may deem necessary to remedy such matter. Any and all costs incurred by the District in connection with such actions shall be the sole responsibility of, and be borne by, the Contractor; the District may deduct such amounts from the Contract Price then or thereafter due the Contractor.

#### 4.11 Maintenance of Documents.

4.11.1 Documents at Site. The Contractor shall maintain at the Site: (i) one record copy of the Drawings, Specifications and all addenda thereto; (ii) Change Orders approved by the District and all other modifications to the Contract Documents; (iii) Submittals reviewed by the Architect; (iv) Record Drawings; (v) Material Safety Data Sheets ("MSDS") accompanying any materials, equipment or products delivered or stored at the Site or incorporated into the Work; and (vi) all

building and other codes or regulations applicable to the Work, including without limitation, Title 24, Part 2 of the California Code of Regulations. During performance of the Work, all documents maintained by Contractor at the Site shall be available to the District, the Construction Manager, the Architect, the Project Inspector and DSA for review, inspection or reproduction. Upon completion of the Work, all documents maintained at the Site by the Contractor pursuant to the foregoing shall be assembled and transmitted to the Architect for delivery to the District.

- 4.11.2 Maintenance of Record Drawings. During its performance of the Work, the Contractor shall maintain Record Drawings consisting of a set of the Drawings which are marked to indicate all field changes made to adapt the Work depicted in the Drawings to field conditions, changes resulting from Change Orders and all concealed or buried installations, including without limitation, piping, conduit and utility services. All buried or concealed items of Work shall be completely and accurately marked and located on the Record Drawings. The Record Drawings shall be clean and all changes, corrections and dimensions shall be marked in a neat and legible manner in a contrasting color. 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. The Record Drawings shall be continuously maintained by the Contractor during the performance of the Work. At any time during the Contractor's performance of the Work, upon the request of the District, the Project Inspector or the Architect, the Contractor shall make the Record Drawings maintained here under available for the District's review and inspection. The District's review and inspection of the Record Drawings during the Contractor's performance of the Work shall be only for the purpose of generally verifying that Contractor is continuously maintaining the Record Drawings in a complete and accurate manner; any such inspection or review shall not be deemed to be the District's approval or verification of the completeness or accuracy thereof. The failure or refusal of the Contractor to continuously maintain complete and accurate Record Drawings or to make available the Record Drawings for inspection and review by the District may be deemed by the District to be Contractor's default of a material obligation hereunder. Without waiving, restricting or limiting any other right or remedy of the District for the Contractor's failure or refusal to continuously maintain the Record Drawings, the District may, upon reasonably determining that the Contractor has not, or is not, continuously maintaining the Record Drawings in a complete and accurate manner, take appropriate action to cause the continuous maintenance of complete and accurate Record Drawings, in which event all fees and costs incurred or associated with such action shall be charged to the Contractor and the District may deduct the amount of such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In accordance with Article 8.4.2 of these General Conditions, prior to receipt of the Final Payment, Contractor shall deliver the Record Drawings to the Architect.
- 4.11.3 Daily Reports By Contractor. At the end of each work day, the Contractor shall submit a daily report to the Construction Manager and the Project Inspector for document control listing all labor, materials, and equipment involved with the Work for that day, including but not limited to: (i) Labor, number of classifications of work by contractor/subcontractors, (ii) Materials used, by contractor/subcontractor, (iii) Equipment used, by contractor/subcontractors, (iv)



Any inspections or testing performed, (v) Any other authorized services or expenditures.

4.12 Site.

4.12.1 Contractor Use of Site. The Contractor shall confine operations at the Site to areas permitted by the Laws or permits relating to the Work, subject to any restrictions or limitations set forth in the Contract Documents. The Contractor 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. The District shall at all times have access to the Site.

4.12.2 Limitations Upon Site Activities. Except in the circumstances of an emergency, no construction activities shall be permitted at or about the Site except during the District's hours and days set forth in the Special Conditions. Work performed outside of the hours and days noted in the Special Conditions will not result in adjustment of the Contract Time or the Contract Price; unless Work outside of the hours and days noted in the Special Conditions is expressly authorized by the District. Additional or premium costs incurred by the District for Work performed outside the hours and days of Work permitted at the Site shall be borne solely and exclusively by the Contractor. The District may deduct such additional or premium costs from the Contract Price then or thereafter due the Contractor.

4.13 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 caused or generated by performance of the Work. Without limiting the generality of the foregoing, Contractor shall maintain the Site in a "rake-clean" standard on a daily basis. If the Work includes painting and/or the installation of floor covering, before any painting operations or the installation of any flooring covering, the area and adjoining areas of the Site where paint is to be applied or floor covering is to be installed shall be in a "broom-clean" condition. Prior to completion of the Work, Contractor shall remove from the Site all rubbish, waste materials, excess excavated materials, tools, Construction Equipment, machinery, surplus materials and any other items which are not the property of the District under the Contract Documents. Upon completion of the Work, the Site and all adjoining areas shall be left by the Contractor in a neat and broom clean condition satisfactory to District. The Project Inspector or Construction Manager shall be authorized to 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, and all costs incurred in connection therewith shall be charged to the Contractor; the District may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

4.14 Access to the Work. The Contractor shall provide DSA, the District, the Construction Manager, the Project Inspector and the Architect access to the Work, whether in place, preparation and progress and wherever located.

4.15 Facilities and Information for the Project Inspector.

4.15.1 Information to Project Inspector. The Contractor shall furnish the Project Inspector access to the Work for obtaining such information as may be necessary to keep the Project Inspector fully informed respecting the progress, quality and character of the Work and materials, equipment or other items incorporated therein.

4.15.2 Facilities for Project Inspector. Facilities, services or other items to be provided

by the Contractor for use by the Project Inspector, if any, shall be as set forth in the Special Conditions. If any such facilities, services or other items are designated in the Special Conditions and the Contractor fails or refuses to provide the same, the District may furnish such facilities, services or other items, with the costs, fees or expenses incurred to furnish the same being deducted from the Contract Price.

- 4.16 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.
- 4.17 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. The Contractor shall not cut, patch or otherwise alter the construction by the District or separate contractor without the prior written consent of the District or separate contractor thereto, which consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold consent to the request of the District or separate contractor to cut, patch or otherwise alter the Work.
- 4.18 Encountering of Hazardous Materials. If the Contractor encounters Hazardous Materials at the Site which have not been rendered harmless or for which there is no provision in the Contract Documents for containment, removal, abatement or handling of such Hazardous Materials, the Contractor shall immediately stop the Work in the affected area, but shall diligently proceed with the Work in all other unaffected areas. Upon encountering such Hazardous Materials, the Contractor shall immediately notify the Project Inspector and the Architect, in writing, of such condition. The Contractor shall proceed with the Work in such affected area only after such Hazardous Materials have been rendered harmless, contained, removed or abated. If such Hazardous Materials are encountered, the Contractor shall be entitled to an adjustment of the Contract Time to the extent that the Work is stopped and Substantial Completion of the Work is affected thereby. In no event shall there be an adjustment to the Contract Price solely on account of the Contractor encountering such Hazardous Materials.
- 4.19 Wage Rates; Employment of Labor.
- 4.19.1 Prevailing Wage Rates.
- 4.19.1.1 Prevailing Wage Rate Schedules. Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code at §§1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the Work is to be performed. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in California Labor Code §1773.8, apprenticeship or other training programs authorized by California Labor Code §3093, and similar purposes when the term “per diem wages” is used herein. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1½) times the above specified

rate of per diem wages, unless otherwise specified. The Contractor shall post, at appropriate and conspicuous locations on the Site, a schedule showing all determined general prevailing wage rates.

- 4.19.1.2 Payment of Prevailing Rates. There shall be paid each worker of the Contractor and Subcontractors, of any tier, engaged in the Work, not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor, of any tier, and such worker.
- 4.19.1.3 Prevailing Rate Penalty. The Contractor shall, as a penalty, forfeit not more than Two Hundred Dollars (\$200.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. The amount of the penalty for failure to pay applicable prevailing wage rates shall be determined and assessed in accordance with the standards established pursuant to Labor Code §1775(a)(2). The amount of the penalty shall be determined based on consideration of both of the following: (i) whether the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (ii) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations. The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor. The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned. The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1. When the penalty amount due hereunder is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor hereunder. The difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.
- 4.19.1.4 Prevailing Wage Rate Monitoring and Enforcement. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the

Contractor and Subcontractors of every tier to pay laborers performing any portion of the Work the Prevailing Wage Rate established for the classification of work/labor performed.

#### 4.19.2 Payroll Records.

- 4.19.2.1 Certified Payroll Records. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor, of any tier, shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each person employed for the Work.
- 4.19.2.2 Certified Payroll Records Submittal to Labor Commissioner. 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.
- 4.19.2.3 Inspection and Copies of Certified Payroll Records. The payroll records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement ("DLSE") and the Division of Apprenticeship Standards of the Department of Industrial Relations ("Apprenticeship Council"); (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, DLSE and the Apprenticeship Council. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, Subcontractors and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor; (iv) the Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Apprenticeship Council or DLSE shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor or any Subcontractor, of any tier, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the District of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change or location and address. In the event of noncompliance with the foregoing requirements, the Contractor shall have ten (10) days in

which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the District, forfeit One Hundred Dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Apprenticeship Council or DLSE, such penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor. The Contractor is solely responsible for compliance with the foregoing provisions.

#### 4.19.3 Hours of Work.

4.19.3.1 Limits on Hours of Work. Pursuant to California Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code §1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

4.19.3.2 Penalty for Excess Hours. The Contractor shall pay to the District a penalty of Twenty-five Dollars (\$25.00) for each worker employed on the Work by the Contractor or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

4.19.3.3 Contractor Responsibility. Any Work performed by workers necessary to be performed after regular working hours or on Saturdays, Sundays or other holidays shall be performed without adjustment to the Contract Price or any other additional expense to the District. The Contractor shall be responsible for costs incurred by the District which arise out of Work performed by the Contractor at times other than regular working hours and regular working days. Upon determination of such costs, the District may deduct such costs from the Contract Price then or thereafter due the Contractor.

#### 4.19.4 Apprentices.

4.19.4.1 Employment of Apprentices. Any apprentices employed to perform any of the Work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code §3077 who are in

training under apprenticeship standards and written apprenticeship agreements under California Labor Code §§3070 et seq. are eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

- 4.19.4.2 Apprenticeship Certificate. When the Contractor or any Subcontractor, of any tier, in performing any of the Work employs workers in any Apprenticeable Craft or Trade, the Contractor and such Subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Work for a certificate approving the Contractor or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees shall be subject to the approval of the Administrator of Apprenticeship. The Joint Apprenticeship Committee or Committees, subsequent to approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or such Subcontractor in order to comply with California Labor Code §1777.5. Prior to the commencement of the Work, the Contractor and Subcontractors shall submit contract award information (on Form DAS-140) to the applicable Joint Apprenticeship Committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. Concurrently with submission of contract information on Form DAS-140 to the Apprenticeship Council, the Contractor shall deliver a copy of its completed DAS-140 to the District and the Construction Manager. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the crafts or trades in the area of the site of the Work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.
- 4.19.4.3 Ratio of Apprentices to Journeymen. The ratio of Work performed by apprentices to journeymen, who shall be employed in the Work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in California Labor Code §1777.5. The minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the Joint Apprenticeship Committee, is employed at the site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours

computed as above before the completion of the Work. The Contractor shall, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the Work. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. The Contractor or any Subcontractor covered by this Article and California Labor Code §1777.5, upon the issuance of the approval certificate, or if it has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that it employs apprentices in such craft or trade in the State of California on all of its contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 ratio as set forth in this Article and California Labor Code §1777.5. This Article shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than Thirty Thousand Dollars (\$30,000.00) or twenty (20) working days. The term "Apprenticeable Craft or Trade," as used herein shall mean a craft or trade determined as an Apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

4.19.4.4 Exemption From Ratios. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions are met: (i) unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%) or; (ii) the number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen, or; (iii) the Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis, or; (iv) if assignment of an apprentice to any Work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

4.19.4.5 Contributions to Trust Funds. The Contractor or any Subcontractor, of any tier, who, performs any of the Work by employment of journeymen

or apprentices in any Apprenticeable Craft or Trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Work, to which fund or funds other contractors in the area of the site of the Work are contributing, shall contribute to the fund or funds in each craft or trade in which it employs journeymen or apprentices in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall, using California Apprenticeship Council Training Fund Contributions Form CAC-2, pay a like amount to the California Apprenticeship Council. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to such fund(s) as set forth in California Labor Code §227. Such contributions shall not result in an increase in the Contract Price.

- 4.19.4.6 Contractor's Compliance. The responsibility of compliance with this Article for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Article are subject to the provisions of California Labor Code §3081. If the Contractor willfully fails to comply with the provisions of this Article and California Labor Code §1777.5, pursuant to California Labor Code §1777.7, the Contractor shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, Fifty Dollars (\$50.00) for each calendar day of noncompliance. Notwithstanding the provisions of California Labor Code §1727, upon receipt of such determination, the District shall withhold such amount from the Contract Price then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the District pursuant to this Article shall be deposited in the General Fund or other similar fund of the District. The interpretation and enforcement of California Labor Code §§1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.
- 4.19.5 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 any services in connection with the Work where the services provided or to be provided requires that such person hold a valid contractors' license issued pursuant to California Business and Professions Code §§7000 et seq. and such person does not meet the burden of proof of his/her independent contractor status pursuant to California Labor Code §2750.5. If the Contractor employs any person in violation of the foregoing, Contractor shall be subject to the civil penalties under California Labor Code §1021.5 and any other penalty provided by law. In addition to the penalties provided under California Labor Code §1021.5, Contractor's violation of this Article 4.18.5 or the provisions of California Labor Code §1021.5 shall be deemed an event of Contractor's default under Article 15.1 of these General Conditions. The Contractor shall require any Subcontractor or Sub-Subcontractor performing



or providing any portion of the Work to adhere to and comply with the foregoing provisions.

- 4.20 Assignment of Antitrust Claims. Pursuant to California Government Code §4551, the Contractor and its Subcontractor(s), of any tier, hereby offers and agrees to 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.), arising from purchases of goods, services or materials hereunder or any Subcontract. 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. If the District receives, either through judgment or settlement, a monetary recovery in connection with a cause of action assigned under California Government Code §§4550 et seq., the assignor thereof shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the Contract Price, less the expenses incurred by the District in obtaining that portion of the recovery. Upon demand in writing by the assignor, the District shall, within one year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose: and (i) the District has not been injured thereby; or (ii) the District declines to file a court action for the cause of action.
- 4.21 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:
- 4.21.1 DSA Approved Documents. The Contractor shall carefully study the DSA approved documents and shall plan a schedule of operations well ahead of time.
- 4.21.2 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.
- 4.21.3 Verification of DSA 152 Forms. The Contractor shall verify that DSA 152 forms were issued for prior to the commencement of construction.
- 4.21.4 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.
- 4.21.5 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.
- 4.21.6 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.

4.21.7 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.

4.22 Community Benefits Agreement ("PLA"). The Project is subject to the "Community Benefits Agreement by and among the Compton Community College District and the Los Angeles and Orange Counties Building and Construction Trades Council" ("PLA"). All Work is subject to the PLA; the Contractor shall provide a copy of the PLA to Subcontractors and shall require Subcontractors to provide a copy of the PLA to their respective lower-tier subcontractors. Failure of the Contractor or a Subcontractor to comply with the PLA is the Contractor's breach of a material obligation hereunder.

## **ARTICLE 5: SUBCONTRACTORS**

5.1 Subcontracts. Any Work performed for the Contractor by a Subcontractor shall be pursuant to a written agreement between the Contractor and such 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 all the obligations and responsibilities of the Contractor which by the Contract Documents the Contractor assumes toward the District and the Architect. The foregoing notwithstanding, no contractual relationship shall exist, or be 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 for a portion of the Work shall provide that such Subcontract may be assigned to the District if the Contract is terminated by the District pursuant to Article 15 hereof, subject to the prior rights of the Surety if the District terminates the Contract for the Contractor's default. The Contractor shall provide to the District copies of all executed Subcontracts and Purchase Orders to which Contractor is a party within thirty (30) days after Contractor's execution of the Agreement. During performance of the Work, the Contractor shall, from time to time, as and when requested by the District, the Architect or the Construction Manager provide the District with copies of any and all Subcontracts or Purchase Orders relating to the Work and all modifications thereto. The Contractor's failure or refusal, for any reason, to provide copies of such Subcontracts or Purchase Orders in accordance with the two preceding sentences is Contractor's default of a material term of the Contract Documents.

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 Contractor inadvertently identified a Subcontractor in the Contractor's Subcontractors List submitted with the Contractor's proposal for the Work who was 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).
- 5.2.4 Contractor/Subcontractor Penalties pursuant to Labor Code § 1771.1(g). "If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5."
- 5.2.5 Subcontractor Penalties pursuant to Labor Code § 1771.1 (h)(1). "In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000)."
- 5.3 Substitution of Listed Subcontractor.
- 5.3.1 Substitution Process. Request of the Contractor to substitute a listed Subcontractor will be considered only if in strict conformity with this Article 5.3 and California Public Contract Code §4107. All costs incurred by the District, including without limitation, costs of the Project Inspector, the Architect, the Construction Manager or attorney's fees in the review and evaluation of a request to substitute a listed Subcontractor shall be borne by the Contractor; such costs may be deducted by the District from the Contract Price then or thereafter due 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 relieve Contractor from its obligation to complete the Work within the Contract Time and for the Contract Price. The substitution of a listed Subcontractor shall not, under any circumstance, result in, or give rise to any to any increase of the Contract Price or the Contract Time on account of such substitution. If the District consents to substitution of a listed Subcontractor, the Architect shall determine the extent to which, if any, revised or additional Submittals will be required of the newly substituted Subcontractor ("Substituted Subcontractor"). If the Architect determines that revised or additional Submittals are required of a Substituted Subcontractor, the Architect shall promptly notify the Contractor, in writing, of such requirement. In such event, revised or additional Submittals shall be submitted to Architect not later than thirty (30) days following the date of the Architect's written notice to the Contractor pursuant to the foregoing sentence; provided that if in the reasonable and good faith judgment of the Architect, the progress of the Work or completion of the Work requires submission of additional or revised Submittals by a Substituted Subcontractor in less than thirty (30) days, the Architect shall so state in its written notice to the Contractor. If the revised or additional Submittals are not submitted by Contractor within thirty (30) days, or such earlier time as determined by the Architect pursuant to the preceding sentence, following the Architect's written notice of the requirement for revised or additional Submittals, Contractor shall be subject to the per diem assessments for late Submittals as set forth in Article 4.7.2.1 of these General Conditions. Any revised or additional Submittals required pursuant to this Article 5.3.2 shall conform to the requirements of Article 4.7 of these General Conditions. Contractor shall reimburse the District for all fees and costs, including without limitation fees of the Architect, the District's administrative costs and DSA fees, incurred or associated with the processing, review and evaluation of any revised or additional Submittals required pursuant to this Article 5.3.2; the District may deduct such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In the event that additional or revised Submittals are required pursuant to this Article 5.3.2, such requirement shall not result in an increase to the Contract Time or the Contract Price.

- 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 build 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. If the dependent Work is not in a proper condition, the Subcontractor shall notify the Contractor in writing and not proceed with the Subcontractor's Work until the dependent Work has been corrected or replaced and is in a proper condition for the Subcontractor's Work.

## **ARTICLE 6: INSURANCE; INDEMNITY; BONDS**

- 6.1 Owner Controlled Insurance Program. The District has elected, at its sole discretion, to implement an Owner Controlled Insurance Program ("OCIP") under the Statewide Educational Wrap Up Program ("SEWUP"). The SEWUP Joint Powers Authority ("JPA") will be providing the OCIP on behalf of the District. The 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 D 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.

6.3 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.

6.4 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.

## 6.5 Evidence of Insurance; Subcontractor's Insurance.

6.5.1 Certificates of Insurance. Prior to commencing the Work, Contractor shall deliver to the District Certificates of Insurance evidencing the insurance coverages required by the Contract Documents. Failure or refusal of the Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law. The Certificates of Insurance and the insurance policies required by the Contract Documents shall contain a provision that coverages afforded under such policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the District. The insurance policies required of Contractor hereunder shall also name the District as an additional insured as its interests may appear. The additional Insured acknowledgement shall be submitted as a separate declaration from the

Contractor's insurance provider (ACCORD form modifications are not acceptable). Should any policy of insurance be canceled before Final Acceptance of the Work by the District and the Contractor fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from any sum then or thereafter due the Contractor under the Contract Documents. The Contractor shall, from time to time, furnish the District, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of the Contractor to comply with the District's request may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents.

6.5.2 Subcontractors' Insurance. Contractor shall require that every Subcontractor, to obtain and maintain the policies of insurance set forth in Articles 6.1 and 6.2 of these General Conditions; the coverages and limits of liability of such policies of insurance to be obtained and maintained by Subcontractors shall be as set forth in the Special Conditions. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Contractor obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform to the requirements of this Article 6. Upon request of the District, Contractor shall promptly deliver to the District Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of insurance in conformity with the requirements of this Article 6. Failure or refusal of the Contractor to provide the District with Subcontractors' Certificates of Insurance evidencing the insurance coverages required hereunder is a material default of Contractor hereunder.

6.6 Maintenance of Insurance. Any insurance bearing on the adequacy of performance of Work shall be maintained after the District's Final Acceptance of all of the Work for the full one year correction of Work period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of any such periods and the Contractor fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to charge the cost thereof to the Contractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations or performance of the Work under the Contract Documents, including without limitation the Contractor's obligation to pay Liquidated Damages. In no instance will the District's exercise of its option to occupy and use completed portions of the Work relieve the Contractor of its obligation to maintain insurance required under this Article until the date of Final Acceptance of the Work by the District, or such time thereafter as required by the Contract Documents. The insurer providing any insurance coverage required hereunder shall be to the reasonable satisfaction of the District.

6.7 Contractor's Insurance Primary. All insurance and the coverages thereunder required to be obtained and maintained by Contractor hereunder, if overlapping with any policy of insurance maintained by the District, shall be deemed to be primary and non-contributing with any policy maintained by the District and any policy or coverage thereunder maintained by District shall be deemed excess insurance. To the extent that the District maintains a policy of insurance covering property damage arising out of the perils of fire or other casualty covered by the Contractor's Builder's Risk Insurance or the Comprehensive General Liability Insurance of the Contractor or any Subcontractor, the

District, Contractor and all Subcontractors waive rights of subrogation against the others. The costs for obtaining and maintaining the insurance coverages required herein shall be included in the Contract Price.

- 6.8 Indemnity. Unless arising solely out of the active negligence, gross negligence or willful misconduct the District or the Architect, the Contractor shall indemnify, defend and hold harmless the Indemnified Parties who are: (i) the District and its Board of Trustees, officers, employees, agents and representatives (including the District's Inspector); (ii) the Architect its respective agents and employees; and (iii) if one is designated by the District for the Work, the Construction Manager and its agents and employees; (iv) the OCIP Administrator. The Contractor's obligations hereunder includes indemnity, defense and hold harmless of 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 attorney's fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the negligent, grossly negligent or willful acts, omissions or other conduct of the Contractor, any 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; or (iii) theft or loss of property; (iv) Stop Notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor shall, at its sole cost and expense, defend the named Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the named Indemnified Parties. In the event that there shall be 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, 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.
- 6.9 Payment Bond; Performance Bond. Prior to commencement of the Work, the Contractor shall furnish a Performance Bond as security for Contractor's faithful performance of the Contract and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with Contractor's performance of the Work under the Contract Documents. The penal sum of the Performance Bond and the Payment Bond shall each be one hundred percent (100%) of the Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the form and content set forth in the Contract Documents. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with this Article 6.10 may be deemed by the District as a default by the Contractor of a material obligation hereunder. Upon request of the Contractor, the District may consider and accept, but is not obligated to do so, multiple sureties on such bonds. The Surety on any bond required under the Contract Documents shall be an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120.

**ARTICLE 7: CONTRACT TIME**

- 7.1 Substantial Completion of the Work Within Contract Time. Unless otherwise expressly provided in the Contract Documents, the Contract Time is the period of time, including authorized adjustments thereto, allotted in the Contract Documents for achieving Substantial Completion of the Work. The date for commencement of the Work is the date established by 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 whom the Contractor is responsible. The date of Substantial Completion is the date certified by the Architect and the Project Inspector as such in accordance with the Contract Documents.
- 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. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing and achieving Substantial Completion of the Work. 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 that stage in the progress of the Work when the Work or any designated portion thereof (whether described as milestones, phases, segments or other similar terms) is complete in accordance with the Contract Documents so the District can occupy or use the Work or designated portion thereof for its intended purpose. Substantial Completion shall be determined by the Architect, Construction Manager, if any, and the Project Inspector upon request by the Contractor in accordance with the Contract Documents. The good faith and reasonable determination of Substantial Completion by the Project Inspector, Construction Manager, if any 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, the Construction Manager, if any, the Architect and the 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, or failure to include, any item on the Punchlist shall not alter or limit the obligation of the Contractor to complete or correct any portion of the Work in accordance with the Contract Documents.
- 7.2.3.2 Time for Completing Punchlist Items. In addition to establishing the Punchlist items pursuant to Article 7.2.3.1, the Construction Manager, if any, Contractor and Architect shall, after the joint inspection, establish a reasonable time for Contractor’s completion of all Punchlist items. If mutual agreement is not reached to establish the time for the Contractor’s completion of Punchlist items, the Architect shall determine such time, and in such event, the time determined by the Architect shall be 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 proceed to complete all Punchlist items within the time established. If the Contractor fails or refuses, for any reason, to complete all Punchlist items within the time



established, Contractor shall be subject to assessment of Liquidated Damages in accordance with Article 7.5 hereof. The foregoing notwithstanding, if the Contractor fails or refuses to complete all Punchlist items, the District may in its sole and exclusive discretion and 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 at law. If the District elects to complete Punchlist items of the Work, pursuant to the foregoing, Contractor shall be responsible for all costs incurred by the District in connection herewith and the District may deduct such costs from the Contract Price then or thereafter due the Contractor, 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.

- 7.2.4 Final Completion. Final Completion is that stage of the Work when all Work has been completed in accordance with the Contract Documents, including without limitation, all Punchlist items noted upon Substantial Completion, and the Contract has been otherwise fully performed by the Contractor. Final Completion shall be determined by the Architect, Construction Manager, if any and the Project Inspector upon request of the Contractor. The good faith and reasonable determination of Final Completion by the Project Inspector, Construction Manager, if any, and the Architect shall be controlling and final.
- 7.2.5 Contractor Responsibility for Multiple Inspections. If the Contractor requests determination of Substantial Completion or Final Completion by the Project Inspector, Construction Manager, if any, and the Architect and it is determined by the Project Inspector, Construction Manager, if any, or the Architect 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, if any, and the Project Inspector. The District may deduct such costs from the Contract Price then due or thereafter due to the Contractor.
- 7.2.6 Final Acceptance. Final Acceptance of the Work shall occur upon approval of the Work by the District's Board of Trustees; such approval shall be submitted for adoption at the next 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 is the date upon which the District's Board of Trustees approves of the Final Acceptance of the Work.

### 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, the Construction Manager, if any, and the Architect a Preliminary Construction Schedule indicating, in graphic form, the estimated rate of progress and sequence of all Work required under the Contract Documents. The purpose of the Preliminary Construction Schedule is to assure adequate planning and execution of the Work so that it is completed within the Contract Time and to permit evaluation of the progress of the Work. Unless otherwise provided in the Special Conditions, the Construction Schedules required under this Article 7

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) indicate manpower and other resources required for completion of each Construction Schedule activity; (iv) indicate costs for completion of each Construction Schedule activity; (v) 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. The Contractor may submit a Preliminary Construction Schedule depicting completion of the Work in a duration shorter than the Contract Time; provided that such Preliminary Construction Schedule shall not be a basis for adjustment to the Contract Price in the event that completion of the Work shall occur after the time depicted therein, nor shall such Preliminary Construction Schedule be the basis for any extension of the Contract Time, the Contractor's entitlement to any extension of the Contract Time shall be based upon the Contract Time and not on any shorter duration which may be depicted in the Contractor's Preliminary Construction Schedule. If the Construction Schedules required under this Article 7.3 incorporate therein any "float" time, such float shall be deemed to jointly belong to and owned by the District and the Contractor. As used herein, "float time" shall be deemed to refer to the time between earliest finish date and the latest finish date of each activity shown on the Construction Schedule.

7.3.2 Review of Preliminary Construction Schedule. The District, the Construction Manager, if any, and the Architect shall review the Preliminary Construction Schedule submitted by the Contractor pursuant to Article 7.3.1 above for conformity with the requirements of the Contract Documents. Within fifteen (15) days of the date of receipt of the Preliminary Construction Schedule, the Preliminary Construction Schedule will be returned to the Contractor with comments to the form or content thereof. Review of the Preliminary Construction Schedule and any comments thereto by the District, the Construction Manager and/or the Architect shall not be deemed to be the assumption of construction means, methods or sequences by the District, the Construction Manager or the Architect, all of which remain the Contractor's obligations under the Contract Documents.

7.3.3 Preparation and Submittal of Contract Construction Schedule. Within ten (10) days of the District's return of the Preliminary Construction Schedule to the Contractor pursuant to Article 7.3.2 above, the Contractor shall prepare and submit to the Architect and the Construction Manager, if any, the Construction Schedule which incorporates therein the comments to the Preliminary Construction Schedule. Upon the Contractor's submittal of such Construction Schedule, the District, the Construction Manager and the Architect shall review the same for purposes of determining conformity with the requirements of the Contract Documents. Within fifteen (15) days of the receipt of the Construction Schedule, the District will approve such Construction Schedule or will return the same to the Contractor with comments to the form or content. In the event there are comments to the form or content thereof, the Contractor, shall within seven (7) days of receipt of such comments, revise and resubmit the Construction Schedule incorporating therein such comments. Upon the District's approval of the form and content of a Construction Schedule, the same shall be deemed the "Approved Construction Schedule." The District's approval of a Construction Schedule shall be for the sole and limited purpose of determining conformity with

the requirements of the Contract Documents. By the Approved Construction Schedule, the District shall not be deemed to have exercised control over, or approval of, construction means, methods or sequences, all of which remain the responsibility and obligation of the Contractor in accordance with the terms of the Contract Documents. Further, the Approved Construction Schedule shall not operate to limit or restrict any of Contractor's obligations under the Contract Documents nor relieve the Contractor from the full, faithful and timely performance of such obligations in accordance with the terms of the Contract Documents. The activities, commencement and completion dates of activities, and the sequencing of activities depicted on the Approved Construction Schedule shall not be modified or revised by the Contractor without the prior consent, or direction, of the District and the Architect. Updates to the Approved Construction Schedule pursuant to Article 7.3.5 below shall not be deemed revisions to the Approved Construction Schedule. If the Approved Construction Schedule depicts completion of the Work in a duration shorter than the Contract Time, the same shall not be a basis for an adjustment of the Contract Time or the Contract Price in the event that actual completion of the Work shall occur after such the time depicted in such Approved Construction Schedule. In such event, the Contract Price shall not be subject to adjustment on account of any additional costs incurred by the Contractor to complete the Work prior to the Contract Time, as adjusted in accordance with the terms of the Contract Documents. Any adjustment of the Contract Time or the Contract Price shall be based upon the Contract Time set forth in the Contract Documents and not any shorter duration which may depicted in the Approved Construction Schedule.

- 7.3.4 Revisions to Approved Construction Schedule. In the event that the progress of the Work or the sequencing of the activities of the Work shall materially differ from that indicated in the Approved Construction Schedule, as determined by the District in its reasonable discretion and judgment, the District may direct the Contractor to revise the Approved Construction Schedule; within fifteen (15) days of the District's direction, the Contractor shall prepare and submit to the Architect and the Construction Manager a revised Approved Construction Schedule, for review and approval by the District. The Contractor may request consent of the District to revise the Approved Construction Schedule. Any such request shall be considered by the District only if in writing setting forth the Contractor's proposed revision(s) to the Approved Construction Schedule and the reason(s) therefor. The District may consent to, or deny, any such request of the Contractor to revise the Approved Construction Schedule in its reasonable discretion.
- 7.3.5 Updates to Approved Construction Schedule. The Contractor shall monitor and update the Approved Construction Schedule on a monthly basis, or more frequently as required by the conditions or progress of the Work, or as may be requested by the District. The Contractor shall provide the District, the Construction Manager and the Architect with updated Approved Construction Schedules indicating progress achieved and activities commenced or completed within the prior updated Approved Construction Schedule. Updates to the Approved Construction Schedule shall not include any revisions to the activities, commencement and completion dates of activities or the sequencing of activities depicted on the Approved Construction Schedule. Any such revisions to the Approved Construction Schedule shall result in the District's rejection of such update and Contractor shall, within seven (7) days of the District's rejection of such update, submit to the Architect and the Construction Manager an Updated Approved Construction Schedule which does not incorporate any such revisions.

If requested by the District, the Contractor shall also submit, with its updates to the Approved Construction Schedule a narrative statement including a description of 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 the Approved Construction Schedule, the Contractor shall indicate what measures will be taken to place the Work back on schedule. The District may, from time to time, and in the District's sole and exclusive discretion, transmit to the Contractor's Performance Bond Surety the Approved Construction Schedule, any updates thereof and the narrative statement described hereinabove. The District's election to transmit, or not to transmit such information, to the Contractor's Performance Bond Surety shall not limit the Contractor's obligations under the Contract Documents.

7.3.6 Contractor Responsibility for Construction Schedule. The Contractor shall be responsible for the preparation, submittal and maintenance of the Construction Schedules required by the Contract Documents, and any failure of the Contractor to do so may be deemed by the District as the Contractor's default in the performance of a material obligation under Contract Documents. Any and all costs or expenses required or incurred to prepare, submit, maintain, and update the Construction Schedules shall be solely that of the Contractor and no such cost or expense shall be charged to the District. The Contract Price shall not be subject to adjustment on account of costs, fees or expenses incurred or associated with the Contractor's preparation, submittal, maintenance or updating of the Construction Schedules.

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 Excusable Delays. If Substantial Completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by the Architect; Excusable Delays shall not result in any increase in the Contract Price. Excusable Delays refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, unanticipated unusually severe weather conditions or DSA directive to stop the Work. 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 event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are 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) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the progress of the Work as indicated in the Approved Construction

Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of the claimed event(s) of Excusable Delay. The foregoing provisions notwithstanding, 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 and unless the actual number of Rain Days during performance of the Work exceeds those noted in the Special Conditions and such additional Rain Days directly and adversely impact the critical path progress of the Work as depicted in the Approved Construction Schedule or the most recent updated Approved 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 and such delay is caused by the acts or omissions of the District, 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 by Change Order for such reasonable period of time as determined by the Architect and the District. In accordance with 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 or Construction Equipment directly resulting from such delay, and shall exclude indirect or other consequential damages, including without limitation, home office expenses, bond capacity impairment or loss of prospective economic advantage. 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, including without limitation, Articles 9 and 14 of these General Conditions.
- 7.4.3 Un-excusable Delays. Un-excusable 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 Un-excusable Delays.
- 7.4.4 Procedure for Adjustment of Contract Time. The Contract Time shall be subject to adjustment only in strict conformity with applicable provisions of the Contract Documents. Failure of Contractor to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Contractor's waiver of the same.
- 7.4.5 Limitations Upon Adjustment of Contract Time on Account of Delays. Any adjustment of the Contract Time on account of an Excusable Delay or a Compensable Delay shall be limited as set forth herein. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. If an Un-excusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the

maximum extension of the Contract Time shall be the number of days, if any, which the Excusable Delay or the Compensable Delay exceeds the period of time of the Un-excusable Delay. In addition to the foregoing limitations upon extension of the Contract Time, no adjustment of the Contract Time shall be made on account of any Excusable Delays or Compensable Delays unless such delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule as of the date on which such delay first occurs. The District shall not be deemed in breach of, or otherwise in default of any obligation hereunder, if the District shall deny any request by the Contractor for an adjustment of the Contract Time for any delay which does not actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule.

- 7.5 Liquidated Damages. Should the Contractor neglect, fail or refuse to: (i) submit Submittals in accordance with the Approved Construction Schedule; (ii) achieve Substantial Completion of the Work or designated portions thereof within the Contract Time, (subject to adjustments authorized under the Contract Documents); (iii) or to complete Punchlist items within the time established pursuant to the Contract Documents, the Contractor agrees to pay to the District the amount of per diem Liquidated Damages set forth in the Special Conditions, not as a penalty but as Liquidated Damages, for every day beyond the Contract Time, as adjusted, until Submittals are submitted, Substantial Completion or completion of the Punchlist items are achieved. The Liquidated Damages amounts set forth in the Special Conditions are agreed upon by and between the Contractor and the District because of the difficulty of fixing the District's actual damages in the event of delayed submission of Submittals, Substantial Completion or completion of Punchlist items. The Contractor and the District specifically agree that said amounts are reasonable estimates of the District's damages in such event, and that such amounts do not constitute a penalty. Liquidated Damages may be deducted from the Contract Price then or thereafter due the Contractor. The Contractor and the Surety shall be liable to the District for any Liquidated Damages exceeding any amount of the Contract Price then held or retained by the District. In the event that the Contractor shall fail or refuse to complete Punchlist items and the District elects to exercise its right to cause completion or correction of such items pursuant to Article 7.2.3.2 hereof, the District's assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work, as provided for under Article 7.2.3.2. 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.

7.6 District Right to Take-Over Work.

- 7.6.1 Progress of Work. Unless caused by the District, Architect, Construction Manager or the Project Inspector, if the Contractor fails or refuses, for any reason and at any time, to furnish adequate materials, labor, equipment or services to maintain progress of the Work in accordance with the then current Construction Schedule after seventy-two (72) hour advance written notice from the Construction Manager to the Contractor of its failure or refusal, the District may, without terminating the Contract or waiving, limiting or conditioning any right or remedy of the District, thereafter furnish or cause to be furnished such materials, labor, equipment or services necessary to maintain progress of the Work in accordance with the then current Construction Schedule. All costs, expenses or other charges (whether direct, indirect and administrative) incurred by the District in furnishing such materials, labor, equipment or services shall be at the sole cost

of the Contractor and the District may deduct the same from the Contract Price then or thereafter due the Contractor. The District's exercise of rights pursuant to the foregoing shall not be deemed a waiver or limitation of any other right or remedy of the District under the Contract Documents.

7.6.2 Non-exclusive Remedy. The District's exercise of rights pursuant to the foregoing shall not be deemed a waiver or limitation of any other right or remedy of the District under the Contract Documents or the Laws.

## **ARTICLE 8: CONTRACT PRICE**

8.1 Contract Price. The Contract Price is the amount stated in the Agreement and subject to adjustments thereto in accordance with the Contract Documents, is the total amount payable by the District to the Contractor for completion of the Work and other obligations of the Contractor under the Contract Documents. The District's payment of the Contract Price to the Contractor shall be in accordance with the Contract Documents.

8.2 Cost Breakdown and Schedule of Values. Within fifteen (15) days of the execution of the Agreement by Contractor, Contractor shall furnish, in a form acceptable to the District, a detailed estimate and complete Cost Breakdown of the Contract Price in the form of a Schedule of Values. The Cost Breakdown is subject to the District's review and approval of the form and content thereof. If the District objects to any portion of the Cost Breakdown, within ten (10) days of the District's receipt of the Cost Breakdown, the District shall notify the Contractor, in writing of the District's objection(s) to the Cost Breakdown. Within five (5) days of the date of the District's written objection(s), Contractor shall submit a revised Cost Breakdown to the District for review and approval. The foregoing procedure for the preparation, review and approval of the Cost Breakdown shall continue until the District has approved of the entirety of the Cost Breakdown. Upon the District's approval of the Cost Breakdown, the Cost Breakdown shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted, conditioned or withheld in the sole discretion of the District. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision and general conditions costs and profit, as such items are reflected in the Cost Breakdown, shall be made by the District in equal installments with its disbursements of Progress Payments and the Final Payment with the amount of each such installment equal to the aggregate amount of such items as reflected in the Cost Breakdown divided by the number of months of the Contract Time.

8.3 Progress Payments.

8.3.1 Applications for Progress Payments. During the Contractor's performance of the Work, the Contractor shall submit monthly, on the first working day of each month, to the District, Project Inspector, Construction Manager, if any, and the Architect, Applications for Progress Payments ("Payment Applications"), 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 the Payment Applications shall be based upon the District approved Cost Breakdown pursuant to Article 8.2 above provided that such values are only for determining the basis of Progress Payments to Contractor, and shall not be considered as fixing a basis for adjustments, whether additive or deductive, to the Contract Price, or for determining the extent of Work actually completed.

8.3.2 Payment Application Review for Determination of Proper Payment Application. In accordance with Public Contract Code §20104.50, upon receipt of an

Application for Progress Payment, the District shall cause the same to be reviewed by the Project Inspector, the Construction Manager, if one is designated by the District, and the Architect, as soon as is practicable after receipt of such Application for Progress Payment. Such review shall be for the purpose of determining that the Application for Progress Payment is a proper Progress Payment request. For purposes of this Article 8.3.2, an Application for Progress Payment shall be deemed "proper" only if it is submitted on the form approved by the District, with all of the requested information of such form of Application for Progress Payment completely and accurately provided by the Contractor and such completed Application for Progress Payment 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) Certified Payrolls of the Contractor and all Subcontractors for laborers performing any portion of the Work for which the Progress Payment is requested; (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 of any tier, 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, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment received by the Contractor under the prior Application for Progress Payment; (v) if applicable, a current union statement reflecting that the Contractor and any Subcontractor of any tier, are current in the payment of any supplemental fringe benefits required pursuant to any collective bargaining agreement to which the Contractor or any such Subcontractor is a party to or is otherwise bound by; (vi) a certification by the Contractor that it has continuously maintained, or caused to maintained, the Record Drawings reflecting the actual as-built conditions of the Work performed be for which the Progress Payment is requested, it being understood that such certification is subject to verification by the District, Architect or the Construction Manager prior to disbursement of the Progress Payment; and (vii) an updated Construction Schedule, reflecting Work actually completed and in progress. In accordance with Public Contract Code §20104.50, an Application for Progress Payment determined by the District not to be a proper Application for Progress Payment shall be returned by the District to the Contractor 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. The District's return of any Application for Progress Payment pursuant to the preceding sentence shall be accompanied by a written document setting forth the reason(s) why the Application for Progress Payment is not proper.

8.3.3 Verification of Work Completed. Upon receipt of a Payment Application, the Architect, Construction Manager, if any and the Project Inspector shall inspect and verify the Work to determine whether it has been performed in accordance with requirements 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.

8.3.4 District's Disbursement of Progress Payments.



- 8.3.4.1 Timely Disbursement of Progress Payments. Pursuant to Public Contract Code §20104.50, within thirty (30) days after the District's receipt of a proper Payment Application, there shall be paid, by District, to Contractor a sum equal to 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, as verified by the Project Inspector, Construction Manager, if any, and the Architect and 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 District's receipt of all documents set forth in Article 8.3.2 above, each and all of which are conditions precedent to the District's obligation to disburse Progress Payments. If a Payment Application is determined not to be proper due to the failure or refusal of the Contractor to submit documents with the Payment Application, as required by Article 8.3.2, or incompleteness or inaccuracies in any such documents submitted or if it is reasonably determined that the Record Drawings have not been continuously maintained to reflect the actual as built conditions of the Work completed in the period for which the Progress Payment is requested, the thirty (30) day period hereunder for the District's timely disbursement of a Progress Payment is deemed to 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, or the date upon which the Contractor accurately and fully completes preparation of the Record Drawings relating to the Work for which the Progress Payment is requested.
- 8.3.4.2 Untimely Disbursement of Progress Payments. Pursuant to Public Contract Code §20104.50, if the District fails to make a 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 at the legal rate of interest set forth in California Code of Civil Procedure §685.010(a). The foregoing notwithstanding, if the District determines that any Payment Application is not proper, pursuant to Article 8.3.2 above, and the District does not return such Payment Application within the seven (7) day period provided for in Article 8.3.2, the period of time for the District's disbursement of the Progress Payment on such Payment Application without incurring interest liability shall be reduced by the number of days exceeding the seven (7) day return period.
- 8.3.4.3 District's Right to Disburse Payments by Joint Checks. The District, may, in its sole discretion, issue joint checks to the Contractor and Subcontractors/Material Suppliers in satisfaction of its obligation to make Progress Payments or the Final Payment due hereunder.
- 8.3.4.4 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 on account of Changes in the Work which have

been properly authorized and approved by the Project Inspector, the Architect and all other governmental agencies with jurisdiction over such Change in accordance with the terms of the Contract Documents and for which a Change Order has been issued. Except as provided for herein, no other payment shall be made by the District for Changes in the Work.

**8.3.6 Materials or Equipment Not Incorporated Into the Work.**

8.3.6.1 Limitations Upon Payment. Except as expressly provided for herein, no payments shall be made by the District on account of any item of the Work, including without limitation, materials or equipment which, at the time of the Contractor's submittal of a Payment Application, has/have not been incorporated into and made a part of the Work.

8.3.6.2 Materials or Equipment Delivered and Stored at the Site. The District may, in its sole and exclusive discretion, make payment for materials or equipment not yet incorporated into the Work if, at or prior to the time of the Contractor's submittal of a Payment Application requesting payment for such materials or equipment if all of the following are complied with: (i) the materials or equipment have been delivered to the Site; (ii) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment at the Site including without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage; and (iii) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District's payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for materials or equipment delivered or stored at the Site pursuant to the preceding sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment shall not be deemed the District's default hereunder. If the District elects to make payment for materials or equipment delivered and stored at the Site, the costs and expenses incurred to comply with the requirements of (ii) and (iii) of this Article 8.3.6.2 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.

8.3.6.3 Materials or Equipment Not Delivered or Stored at the Site. No payments shall be made by the District for materials or equipment to be incorporated into the Work where such materials or equipment have not been delivered or stored at the Site or which are in the process of fabrication or transportation to the Site.

8.3.6.4 Materials or Equipment in Fabrication or Transit. The provisions of this Article 8.3.6.4 notwithstanding, the District shall not make any payment on account of any materials or equipment which are in the process of being fabricated or which are in transit to the Site or other storage location.

8.3.7 Exclusions From Progress Payments. In addition to the District's right to withhold disbursement of any Progress Payment provided for in the Contract Documents, neither the Contractor's Payment Application shall include, nor shall the District

be obligated to disburse any portion of the Contract Price for amounts which the Contractor does not intend to pay any Subcontractor or Material Supplier because of a dispute or any other reason.

8.3.8 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. The Contractor further warrants that upon submittal of a Payment Application, all Work for which a Progress Payment has been previously disbursed and the Contractor has received payment from the District therefor shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, stop notices, security interests or encumbrances in favor of the Contractor, Subcontractors, Material Suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

8.3.9 Substitute Security for Retention. Pursuant to California Public Contract Code §22300, eligible and equivalent securities may be substituted for any monies withheld by the District to ensure the Contractor's performance under the Contract Documents at the request and expense of the Contractor and in conformity with the provisions of California Public Contract Code §22300. The foregoing and the provisions of California Public Contract Code §22300 notwithstanding, if the Contractor does not request the substitution of eligible and equivalent securities for monies to be withheld by the District on or before the date of the submission of the first Application for Progress Payment, the Contractor is deemed to have waived the right to substitution of eligible and equivalent securities for monies to be withheld by the District pursuant to Public Contract Code §22300.

#### 8.4 Final Payment.

8.4.1 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, if any, and the Project Inspector will promptly make a final inspection of the Work and when the Architect, Construction Manager, if any and the Project Inspector find the Work acceptable under the Contract Documents and that the Contract has been fully performed by the Contractor, the Architect, Construction Manager, if any, and the Project Inspector will thereupon promptly 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 terms of the Contract Documents. The Final Payment shall include the remaining balance of the Contract Price and any retention from Progress Payments previously withheld by the District.

8.4.2 Conditions Precedent to Disbursement of Final Payment. Neither Final Payment nor any remaining Contract Price shall become due until the Contractor submits to the District each and all of the following, the submittal of which are conditions precedent to the District's obligation to disburse the Final Payment: (i) an affidavit or certification by the Contractor that payrolls, bills for materials and other indebtedness incurred in connection with the Work for which the District or the District's property may or might be responsible or encumbered have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force after the Contractor's receipt of Final Payment is currently in effect; (iii) a written statement that the Contractor knows

of no substantial reason that the insurance will not be renewable to cover any period following Final Payment as required by the Contract Documents; (iv) consent of the Surety on the Labor and Material Payment Bond and Performance Bond, to Final Payment if required; (v) duly completed and executed forms of Conditional or Unconditional Waivers and Releases of rights upon Final Payment of the Contractor, Subcontractors/Material Suppliers in accordance with California Civil Code §§8136 and 8138, with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (vi) Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (vii) the Record Drawings; (viii) the form of Guarantee included in the Contract Documents duly executed by an authorized representative of the Contractor; (ix) any and all other items or documents required by the Contract Documents to be delivered to the District upon completion of the Work; (x) the completion and submittal of all reports required by the Contract Documents, including without limitation, verified reports required by applicable provisions of the California Code of Regulations; and (xi) if required by the District, such other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, stop notices, claims, security interest or encumbrances arising out of the Contract to the extent and in such form as may be required by the District.

8.4.3 Disbursement of Final Payment. Provided that the District is then in receipt of all documents and other items in Article 8.4.2 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 fails to timely submit completed DSA Reports in accordance with Article 4.21.1 above, the Final Payment due the Contractor shall be reduced in accordance with Article 4.21.2 above.

8.4.4 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.

8.4.5 Claims Asserted After Final Payment. Any lien, stop notice or other claim filed or asserted after the Contractor's acceptance of the Final Payment by any Subcontractor, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor and the Surety. The Contractor and Surety shall indemnify, defend and hold harmless the District and its officers, agents, representatives and employees from and against any claims, demands or judgments arising or associated therewith, including without limitation attorney's fees incurred by the District in connection therewith.

8.5 Withholding of Payments. The District may withhold any Progress Payment or the Final Payment, in whole or in part, or backcharge the Contractor to the extent it may deem advisable to protect the District on account of: (i) defective Work or Work not in conformity with the requirements of the Contract Documents which is not remedied; (ii) failure of the Contractor to make payments when due Subcontractors/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 filed with the District pursuant to California Civil Code §9350 et seq.; (iv) a 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; (vii) any amounts due from the Contractor to the District under the terms of the Contract Documents; or (viii) 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 Payment Application or Application for 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 Project Inspector, the 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.

8.6 Payments to Subcontractors. The Contractor shall pay all Subcontractors for and on account of Work of the Contract performed by such Subcontractors in accordance with the terms of their respective subcontracts and as provided for pursuant to California Public Contract Code §10262, the provisions of which are deemed incorporated herein by this reference. If the Contractor fails to make payment to Subcontractors in conformity with California Public Contract Code §10262, the provisions of California Public Contract Code §10253 shall apply; by this reference, the provisions of California Public Contract Code §10253 are incorporated herein in its entirety, except that the references in said Section 10253 to "the director" shall be deemed to refer to the District. The Contractor shall timely make payment of retention due Subcontractors in accordance with Public Contract Code §7107.

8.7 Computerized Job Cost Reporting System.

8.7.1 Job Cost Reporting. The Contractor and each Subcontractor with a Subcontract valued at One Million Five Hundred Thousand Dollars (\$1.5M) or greater shall maintain a computerized job cost reporting system conforming to the requirements set forth herein. The computer program(s) utilized by the Contractor and applicable Subcontractors shall be subject to the review and acceptance by the District. The job cost reporting systems for the Work shall be updated in regular intervals of not more than one (1) calendar month.

8.7.2 Job Cost Reporting System Requirements. The computerized job cost programs utilized by the Contractor and applicable Subcontractors shall conform and comply with generally accepted accounting principles applied in a consistent manner and with recognized and generally accepted construction industry accounting standards, guidelines and procedures. The job cost reporting system format and configuration shall follow the general format of the District approved Cost Breakdown and budgets established for each line item shall be traceable to a bid estimate of costs. The job cost reporting systems utilized by the Contractor and applicable Subcontractors shall be capable of: (i) providing overall cost status on a monthly and cumulative basis; (ii) providing comparative analysis of the original budgeted costs, actual costs, remaining budget, and projected cost

of completion; the job cost reporting system shall be capable of providing comparative analysis for individual line items and the totality of the Work reflected in the job cost report and; (ii) tracking adjustments to original budget amounts for Changes to the Work (including, without limitation, issued, pending and potential Change Orders).

8.7.3 Job Cost System Information. Upon request of the District, the Contractor and applicable Subcontractors shall make available written job cost reports and/or provide the District with the electronic files of the then current or requested job cost report. The Contractor's obligations hereunder are material.

## ARTICLE 9: CHANGES

- 9.1 Changes in the Work. The District, at any time, by written order, may make Changes within the general scope of the Work under the Contract Documents or issue additional instructions, require additional Work or direct deletion of Work. The Contractor shall not proceed with any Change involving an increase or decrease in the Contract Price or the Contract Time without prior written authorization from the District. The foregoing notwithstanding, the Contractor shall promptly commence and diligently complete any Change to the Work subject to the District's written authorization issued pursuant to the preceding sentence; the Contractor is not relieved or excused from its obligation to promptly commence and diligently complete any Change subject to the District's written authorization by virtue of the absence or inability of the Contractor and the District to agree upon the extent of any adjustment to the Contract Time or the Contract Price on account of such Change. The issuance of a Change Order pursuant to this Article 9 in connection with any Change authorized by the District under this Article 9.1 is not a condition precedent to Contractor's obligation to promptly commence and diligently complete any such Change authorized by the District hereunder. The District's right to make Changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Any requirement of notice of Changes in the scope of Work to the Surety shall be the responsibility of the Contractor. Changes to the Work depicted or described in the Drawings or the Specifications shall be subject to approval by the DSA. The District may make Changes to bring the Work or the Project into compliance with environmental requirements or standards established by Laws enacted after award of the Contract.
- 9.2 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 pursuant to this Article 9 in connection with any Construction Change Directive authorized by the District is not a condition precedent to Contractor's obligation to promptly commence and diligently complete any such Construction Change Directive. Upon completion of the Work subject to a Construction Change Directive, if the Contractor and District have not agreed on the adjustment of Contract Time and/or Contract Price for such Change, District shall issue a Unilateral Change Order pursuant to this Article 9.
- 9.3 Oral Order of Change in the Work. Any oral order, direction, instruction, interpretation, or determination from the District or the Architect which in the opinion of the Contractor constitutes a Change to the Work, or otherwise 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, if any and the Project Inspector written notice within ten (10) days of the order, directions, instructions, interpretation or determination and

prior to acting in accordance therewith. Time is of the essence in Contractor's written notice pursuant to the preceding sentence. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice within ten (10) days of such order, direction, instruction, interpretation or determination is the Contractor's waiver of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of such order, direction, instruction, interpretation or determination. 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 order, directions, instructions, interpretation or determination that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, any such order, direction, instruction, interpretation or determination shall not be treated as a Change and the Contractor waives any claim for any adjustment to the Contract Price or the Contract Time on account thereof.

9.4 Contractor Submittal of Data. Within thirty (30) days after receipt of a written order directing a Change in the Work or furnishing the written notice regarding any oral order directing a Change in the Work, the Contractor shall submit to the Architect, Construction Manager, if any, the Project Inspector and the District a detailed written statement setting forth the general nature of the Change, the 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 under the Contract Documents.

9.5 Adjustment to Contract Price and Contract Time on Account of Changes to the Work.

9.5.1 Adjustment to Contract Price. 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. Costs computed to any of the following methods shall exclude: (i) fees, salaries or other compensation for: field/office supervisory personnel, project engineers, scheduler, estimator, drafting/detailing; (ii) vehicles not directly engaged in performance of a Change; (iii) field/home office expenses, including personnel, materials, supplies, etc.; (iv) on-Site or off-Site trailer, storage costs (whether rented, leased or owned); and (v) except as incorporated into an applicable Prevailing Wage Rate for labor required to complete a Change, insurance (including without limitation, general liability, automobile liability, employer's liability and workers compensation)

9.5.1.1 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, Construction Manager, if any, 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. The Contractor's estimate of increase or decrease in costs pursuant to the foregoing, if requested, shall be in sufficient detail and in such form as to allow the District, the Project Inspector and the Architect to review and assess the completeness and accuracy thereof. The Contractor shall be solely responsible for any additional costs or additional time arising out of, or related in any manner to, its failure to provide the estimate of costs within the time specified in the request of the District

or the Architect for such estimate.

9.5.1.2 Determination by the District. By the District, whether or not negotiations are initiated pursuant to Article 9.5.1.1 above, based upon actual and necessary costs incurred by the Contractor as determined by the District on the basis of the Contractor's records. In the event that the procedure set forth in this Article 9.5.1.2 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 is 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 notifies the District, the Architect, Construction Manager, if any and the Project Inspector, 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, the Construction Manager, the Architect and the Project Inspector of Contractor's objections to the District's determination of the extent of adjustment to the Contract Price shall be deemed Contractor's acceptance of the District's determination and a waiver of any right or basis 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 extent of any adjustment to the Contract Price pursuant to this Article 9.5.1.2, Contractor shall, pursuant to Article 9.8 below, diligently proceed to perform and complete any such Change.

9.5.1.3 Basis for Adjustment of Contract Price. If Changes in the Work require an adjustment of the Contract Price pursuant to Articles 9.5.1.1 or 9.5.1.2 above, the basis for adjustment of the Contract Price shall be as follows:

9.5.1.3.1 Allowable Labor Costs. Except in the event adjustment of the Contract Price for a District authorized Change is computed by unit prices, the labor costs allowable for incorporation into a Contract Price adjustment for a Change shall be limited as set forth herein.

9.5.1.3.1.1 Limitation to Field Labor and Prevailing Wage Rates. The Contract Price adjustment for labor necessary to complete a Change shall be limited to the laborers of the Contractor or Subcontractors actually and necessarily engaged in the performance of the Change and for which there is a prevailing wage rate classification. Wage rates for laborers shall not exceed the applicable prevailing wage rate in the locality of the Site for the classification(s) of labor necessary to complete a Change. Use of a prevailing wage rate classification which increases the costs of a Change shall not be allowed. Overtime labor charges for performing any part of the Change shall only be allowed if authorized in writing by the Architect, Construction Manager and the District prior to Contractor's performance of the overtime labor. Use of a labor



classification which would increase labor costs associated with any Change shall not be permitted.

9.5.1.3.1.2 Fringe Benefits, Payroll Taxes and Labor Burdens. The Contractor or Subcontractor may adjust the prevailing wage rate for allowable labor costs to reflect fringe benefits, payroll taxes and labor burdens actually incurred by Contractor and provided to such labor directly engaged in performing a Change. The allowable adjustment for fringe benefit payments, payroll taxes and labor burdens shall not, however, exceed fifteen percent (15%) of the applicable prevailing wage rate and shall not be subject to the additional mark-up set forth in Article 9.5.1.3.4 and the Special Conditions.

9.5.1.3.1.3 Excluded Labor Costs. The Contract Price adjustment for labor costs on account of a Change shall exclude costs: (i) for preparing estimate(s) of the costs of the Change; (ii) to maintain records relating to the costs of the Change; (iii) for coordination and assembly of materials and information relating to the Change or performance thereof; (iv) to supervise, coordinate or manage the Work of a Change; or (v) any other general administrative overhead or general conditions costs associated with the Change or performance thereof as such costs are incorporated into the overhead and general conditions mark-up costs set forth in Article 9.5.1.3.4.

9.5.1.3.2 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 of materials and equipment may include reasonable costs of transportation from a source closest to the site of the Work and delivery to the Site. If discounts by Material Suppliers are available for materials necessarily used in the performance of Changes, they shall be credited to the District. If materials and/or equipment necessarily used in the performance of Changes are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefor shall not exceed the current wholesale price for such materials or equipment. If, in the reasonable opinion of the District, the costs asserted by the Contractor for materials and/or equipment in connection with any Change is excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials and/or equipment from its supplier or vendor of the same, the costs of such materials and/or equipment and the District's obligation for payment of the same shall be limited to the then lowest wholesale price at which similar materials and/or equipment are available in the quantities required to perform the Change. The District may elect to furnish materials and/or equipment for Changes to the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials

and/or equipment or any mark-up thereon.

9.5.1.3.3 Construction Equipment. Contractor shall be compensated for the actual cost of the necessary and direct use of Construction Equipment in the performance of Changes to the Work. Use of such Construction Equipment in the performance of Changes to the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Construction Equipment moved by its own power shall include time required to move such Construction Equipment to the site of the Work from the nearest available rental source of the same. If Construction Equipment is not moved to the Site by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Construction Equipment is used for performance of any portion of the Work other than Changes to the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, Construction Manager, if any, the Project Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. The Contractor shall not be entitled to an allowance or any other compensation for Construction Equipment or tools used in the performance of Changes to the Work where such Construction Equipment or tools have a replacement value of \$500.00 or less. Construction Equipment costs claimed by the Contractor in connection with the performance of any Change to the Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, Construction Manager, if any, the Project Inspector and the District, the allowable rate for the use of Construction Equipment in connection with Changes to the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Construction Equipment operator), and any all other costs incurred by the Contractor incidental to the use of such Construction Equipment.

9.5.1.3.4 Mark-up on Costs of Changes to the Work. In determining the cost to the District and the extent of increase to the Contract Price resulting from a Change adding to the Work, the allowance for mark-ups on the costs of the Change for all overhead (including home office and field overhead), 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, of any tier, performing any portion of any Change to the Work. If a Change

to the Work 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. In such event, the adjustment to the Contract Price shall be the actual cost reduction realized by 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.

9.5.1.4 Contractor Maintenance of Records. If the Contractor is directed to perform any Changes to the Work pursuant to Article 9.1, 9.2 or 9.3, or should the Contractor encounter conditions which the Contractor believes to obligate the District to adjust the Contract Price and/or the Contract Time, Contractor shall maintain detailed records on a daily basis. 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 the performance of any Change to the Work. If more than one Change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, Construction Equipment, materials and equipment for each such Change. If any Subcontractor provides or performs any portion of a Change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor's Superintendent or Contractor's authorized representative which shall constitute the Contractor's representation and warranty to the District that all information contained therein is true, accurate, complete and relate only to the Change referenced therein. All records maintained by a Subcontractor relating to the costs of a Change to the Work shall be signed by such Subcontractor's authorized representative or Superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect, Construction Manager, if any or the 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, the District's reasonable good faith determination of the extent of adjustment to the Contract Price on account of such Change shall be final, conclusive, dispositive and binding upon Contractor. Contractor's obligation to maintain records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to Changes to the Work.

9.5.2 Adjustment to Contract Time. If any Change to the Work authorized pursuant to this Article 9, the Contract Time affects the critical path of the Work, 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. The Contractor is solely responsible for submitting scheduling data, analysis and other materials necessary or required by the District to substantiate the Contract Time adjustment requested by the Contractor for a Change. The District is not obligated to consider any adjustment to the Contract Time on account of a Change until the Contractor has submitted such scheduling data, analysis and other materials.

- 9.5.3 Addition or Deletion of Alternate Bid Item(s). If the Bid Proposal for the Work includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect, pursuant to this Article 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 the same 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 from the Work 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.
- 9.6 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 be in full payment and final settlement of all claims for direct, indirect and consequential costs, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, including without limitation: impacts of any kind; preparation and processing of any and all related RFIs, ASIs, Bulletins, FCDs, Quotes, and/or CCDs; inefficiencies; productivity losses; delay; acceleration; field and home office overhead; and any and all other incidental costs for all of the work described in the Change Order, as well as any and all adjustments to the Contract Time necessitated thereby. 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, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Trustees approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article 9.6, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Trustees to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.
- 9.7 Unilateral Change Orders. A Unilateral Change Order is a Change Order issued by the District, in the sole and exclusive discretion 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 a Change. The District may, in its sole reasonable discretion, issue a Unilateral Change Order for any Change to the Work authorized by the District when the Contractor and the District have been unable to reach mutual agreement as to the extent

of any adjustment to the Contract Price or Contract Time on account of such Change. If the District elects to issue a Unilateral Change Order, the District shall forward to the Contractor a copy of the proposed Unilateral Change Order (for the Contractor's information) at least ten (10) days prior to the date of the Board of Trustees' meeting to review and consider approval of the Unilateral Change Order. Any Unilateral Change Order issued hereunder shall be binding upon the District and Contractor only if the District's Board of Trustees' takes action to approve or ratify the Unilateral Change Order. Any and all claims by the Contractor arising out of such Unilateral Change Order, and/or the Change giving rise to such Unilateral Change Order, shall accrue as of the date of the Board of Trustees' action approving or ratifying a Unilateral Change Order and shall be subject to the claim provisions set forth in Article 16.11. Notwithstanding any provision of the Contract Documents to the contrary, an express condition precedent to the Contractor's exercise of rights and remedies under Article 16.11 relating to a Unilateral Change Order, is the Contractor notification to the District, Architect and Construction Manager, if any, in writing of the Contractor's objections to all or any portion of a Unilateral Change Order within ten (10) days after the date of the Board of Trustees meeting ratifying or approving a Unilateral Change Order; failure of the Contractor to do so is deemed the Contractor's acceptance of the entirety of a Unilateral Change Order, as approved or ratified by the District's Board of Trustees and an express unequivocal waiver by the Contractor of any right or remedy of the Contractor, under the Contract Documents or the Laws to: (i) object to the Unilateral Change Order or any portion thereof; or (ii) further adjustment of the Contract Time or the Contract Price on account of the Change(s) incorporated into a Unilateral Change Order.

9.8 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, the Contractor shall notify the Construction Manager, if any, the Project Inspector and the 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 same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the Project Inspector and the Architect. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. 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 instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price 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 instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article 9.8, any such adjustment shall be determined in accordance with the provisions of Articles 9.5.1 and 9.5.2.

9.9 Disputed Changes. If there is any dispute or disagreement between the Contractor and the District regarding the characterization of any item as a Change to the Work 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 and completion of such item of the Work, subject to a subsequent resolution of such dispute or disagreement in accordance with the terms of the Contract Documents. The Contractor's failure or refusal to so proceed with such Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.

- 9.10 Emergencies. In an emergency affecting or threatening the safety of persons, or which affects or threatens the Work, or property, the Contractor, without special instruction or prior authorization from the District, Construction Manager or the Architect, is permitted to act at its discretion to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be submitted and determined in accordance with this Article 9.
- 9.11 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. The Contractor shall carry out such orders promptly.
- 9.12 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 to the Architect, Construction Manager and the Project Inspector in the manner and within the time set forth in Articles 9.2 or 9.8 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. The failure of the District to direct or order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the Contractor from any liability on account thereof.

#### **ARTICLE 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 Project 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 of the Contract Time or the Contract Price in strict conformity with the provisions of the Contract Documents applicable thereto shall be deemed a waiver of the same.
- 10.2 District's Coordination of Separate Contractors. The District shall provide for coordination of the activities of the District's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the District in reviewing their respective Construction Schedules when directed to do so. The Contractor shall make any revisions to the Approved Construction Schedule for the Work hereunder 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 reasonable opportunity for storage of their materials and equipment and performance of their activities at the Site and shall connect and coordinate the Contractor's Work, construction and operations with theirs as required by the Contract Documents.

- 10.4 Discrepancies or Defects. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the District or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect, Construction Manager, if any and the Project Inspector any discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results of the Contractor's Work. Failure of the Contractor to so report shall constitute an acknowledgment that the District's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then discoverable by the Contractor's reasonable diligence.

## **ARTICLE 11: TESTS AND INSPECTIONS**

### 11.1 Tests; Inspections; Observations.

- 11.1.1 Contractor's Notice. If the Contract Documents, the Laws or any public authority with jurisdiction over the Work requires the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the Architect, the Construction Manager and the 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. The Contractor shall not cover up any portion of the Work subject to tests, inspections or observations prior to the completion and satisfaction of the requirements 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 on account thereof.
- 11.1.2 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. 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.
- 11.1.3 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. All such tests and inspections shall be in conformity with the Laws, including without limitation, Title 24 of the California Code of Regulations. 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, the Construction Manager or the Architect and not by the Contractor.
- 11.1.4 Additional Tests, Inspections and Approvals. If the Architect, the Construction Manager, the Project Inspector or public authorities having jurisdiction over the Work determine that portions of the Work require additional testing, inspection or approval, the Architect or Construction Manager, if any will, upon written authorization from the District, 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, the Construction Manager and the Project Inspector of when and where tests and inspections are to be made so the Project Inspector and the 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 fees of the Architect, Construction Manager, if any, and the Project Inspector in connection therewith.

- 11.2 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.
- 11.3 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.

## **ARTICLE 12: UNCOVERING AND CORRECTION OF WORK**

- 12.1 Inspection of the Work.
- 12.1.1 Access to the Work. All Work and all materials and equipment forming a part of the Work or incorporated into the Work are subject to inspection by the District, the Construction Manager, the Architect and the Project Inspector for conformity with the Contract Documents. The Contractor shall, at its cost and without adjustment to the Contract Price or the Contract Time, furnish any facilities necessary for sufficient and safe access to the Work for purposes of inspection by the District, the Construction Manager, the Architect, the Project Inspector, DSA or any other public or quasi-public authority with jurisdiction over the Work or any portion thereof.
- 12.1.2 Limitations Upon Inspections. Inspections, tests, measurements, or other acts of the Architect and the Project Inspector hereunder are for the sole purpose of assisting them in determining that the Work, materials, equipment, progress of the Work, and quantities generally comply and conform to the requirements of the Contract Documents. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with the Contract Documents. No inspection by the Architect or the Project Inspector shall constitute or imply acceptance of Work inspected. Inspection of the Work hereunder is in addition to, and not in lieu of, any other testing, inspections or approvals of the Work required under the Contract Documents.
- 12.2 Uncovering of Work. If any portion of the Work is covered contrary to the request of the Architect, the Project Inspector or the requirements of the Contract Documents, it must, if required by the Architect or the Project Inspector, be uncovered for observation by the Architect and the Project Inspector and be replaced at the Contractor's expense without adjustment of the Contract Time or the Contract Price.
- 12.3 Rejection of Work. Prior to the District's Final Acceptance of the Work, any Work or materials or equipment forming a part of the Work or incorporated into the Work which constitutes Defective or Non-Conforming Work may be rejected by the District, the Construction Manager the Architect or the Project Inspector and the Contractor shall correct such rejected Work without any 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 nature of the Work, materials or equipment.
- 12.4 Correction of Work. The Contractor shall promptly correct any 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 Defective or Non-Conforming 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 construction, whether completed or partially completed, of the District or separate contractors, caused by the Contractor's correction or removal of Defective or Non-Conforming Work.

- 12.5 Removal of Non-Conforming or Defective Work. The Contractor shall, at its sole cost and expense, remove from the Site all Defective or Non-Conforming Work which are neither corrected by the Contractor nor accepted by the District.
- 12.6 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. If the Contractor does not proceed with correction of such Defective or Non-Conforming Work within the time fixed herein, the District may remove it and store the salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage after written notice, the District may sell such materials or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including without limitation compensation for the Architect's services, attorney's fees and other expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Price shall be reduced by the deficiency. If payments of the Contract Price then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and the Surety shall be jointly and severally liable to the District for any such excess amount.
- 12.7 Acceptance of Defective or Non-Conforming Work. The District may, in its sole and exclusive discretion, elect to accept Defective or Non-Conforming Work in lieu of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable. The District's determination of the extent of reduction of the Contract Price on account of Defective or Non-Conforming Work accepted by the District shall be binding, conclusive, dispositive and not subject to appeal or other dispute resolution procedures, unless such determination is manifestly unreasonable.

### **ARTICLE 13: WARRANTIES**

- 13.1 Workmanship and Materials. The Contractor warrants to the District that: (i) the Work and all materials and equipment incorporated therein conform to requirements of the Contract Documents; (ii) all materials and equipment incorporated into the Work 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 (iii) 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, Project Inspector, Construction Manager 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. Where there is an approved substitution of, or alternative to, material or equipment specified in the Contract Documents, the Contractor warrants to the District that such installation, construction, material, or equipment will equally perform the function and have the quality of the originally specified material or equipment. The Contractor expressly warrants the merchantability, the fitness for use,

and quality of all substitute or alternative items in addition to any warranty given by the manufacturer or supplier of such item. 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 or equipment forming a part of, or incorporated into the Work, or otherwise recognized, prescribed or imposed by the Laws.

- 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 of the Work is found to be defective or 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 not more than three (3) 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 three (3) day period or to diligently prosecute such corrective actions to completion, the District may, without further notice to Contractor, cause such corrective Work to be performed and completed. In such event, Contractor and Contractor's 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. Nothing contained herein shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract Documents. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein.
- 13.3 Guarantee. Upon completion of the Work, Contractor shall execute and deliver to the District the form of Guarantee (Attachment D to Special Conditions). 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 and any right of the Contractor to Final Payment.
- 13.4 Survival of Warranties; Surety Obligations. The Contractor's warranty 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. The obligations of the Surety issuing the Performance Bond shall include assumption and discharge of the Contractor's warranty obligations if the Contractor fails or refuses to perform its warranty obligations hereunder in strict conformity herewith.

#### **ARTICLE 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. In the event the District shall order 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 under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any such adjustment of the Contract Price 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. In the event of the District's suspension of the Work, the Contract Time shall be equitably adjusted.

## **ARTICLE 15: TERMINATION**

### **15.1 Termination for Cause.**

15.1.1 District's Right to Terminate. The District may terminate the Contract upon the occurrence of any one or more of the following events of the Contractor's default: (i) if the Contractor refuses or fails to prosecute the Work with diligence as will insure Substantial Completion of the Work within the Contract Time, or if the Contractor fails to substantially Complete the Work within the Contract Time; (ii) if 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, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within ten (10) days of receipt of a request for such assurance from the District; (iii) if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; (iv) if the Contractor repeatedly fails to make prompt payments to any Subcontractor, of any tier, or Material Suppliers or others for labor, materials or equipment; (v) if the Contractor disregards the Laws or requirements of any public entity having jurisdiction over any portion of the Work; (iv) if the Contractor disregards proper directives of the Architect, the Construction Manager, the Project Inspector or District; (vii) Defective/Non-Conforming Work which the Contractor neglects or refuses to correct; or (viii) if the Contractor otherwise violates any provisions or requirements of the Contract Documents. Once the District determines that sufficient cause exists to justify the action, the District may terminate the Contract without prejudice to any other right or remedy the District may have, after giving the Contractor and the Surety at least seven (7) days advance written notice of the effective date of termination. 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 plant which may be on or about the Site, and use the same to the full extent they could be used by the Contractor without liability to the Contractor. In exercising the District's right to prosecute the completion of the Work, the District may also take possession of all materials and equipment at or about the Site or for which the

District has paid the Contractor but which are stored elsewhere, and finish the Work as the District deems expedient. In exercising the District's right to prosecute the completion of the Work, the District shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the District shall not be required to obtain the lowest price for completion of the Work. If the District takes bids for remedial Work or completion of the Work, the Contractor shall not be eligible for the 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. The District may require that in so doing, the Surety not utilize the Contractor in performing and completing 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.
- 15.1.4 Assignment and Assumption of Subcontracts. 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 assign the Subcontract or Purchase Order to the District or such other person or entity selected by the District to complete the Work.
- 15.1.5 Costs of Completion. In the event of termination under this Article 15.1, the Contractor shall not be entitled to 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, fees for additional professional and consultant services, and the District's administrative costs, 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 Surety are jointly and severally liable for payment of such difference to the District.
- 15.1.6 Contractor Responsibility for Damages. The Contractor and the Surety shall be jointly and severally liable for all damage sustained by the District resulting from, in any manner, the termination of Contract under this Article 15.1, including without limitation, attorneys' fees, and for all costs necessary for repair and completion of the Work exceeding the Contract Price.
- 15.1.7 Conversion to Termination for Convenience. In the event 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.
- 15.1.8 District's Rights Cumulative. In the event 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. Any retention or payment of monies to the Contractor by the District shall not be deemed to release the Contractor or the Surety from any liability hereunder.

- 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 of the Work 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.

#### **ARTICLE 16: MISCELLANEOUS**

- 16.1 Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of California.
- 16.2 Marginal Headings; Interpretation. The titles of the various Articles of these General Conditions and elsewhere in the Contract Documents are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the District or the Contractor and shall have no effect upon the construction or 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.
- 16.3 Successors and Assigns. Except as 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.
- 16.4 Cumulative Rights and Remedies; No Waiver. Duties and obligations imposed by the Contract Documents and rights and 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 law. 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 at law nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 16.5 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.
- 16.6 No Assignment by Contractor. The Contractor shall not sublet or assign the Contract, or any portion thereof, or any monies due thereunder, without the express prior written consent and approval of the District, which approval may be withheld in the sole and exclusive discretion of the District. The District's approval to such assignment shall be upon such terms and conditions as determined by the District in its sole and exclusive discretion.

- 16.7 Gender and Number. Whenever the context of the Contract Documents so require, 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.
- 16.8 Independent Contractor Status. In performing its obligations under the Contract Documents, the Contractor is an independent contractor to the District and not an agent or employee of the District.
- 16.9 Notices. Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.
- 16.10 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, 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.
- 16.11 Dispute/Claims Resolution.
- 16.11.1 Contractor Continuation of Work. Notwithstanding any claim, dispute, disagreement or other matter in controversy between the District and the Contractor relating to the Contract Documents and/or the Work, the Contractor shall continue to diligently prosecute and perform the Work in accordance with requirements of the Contract Documents, pending any final determination or decision regarding any such claim, dispute, disagreement or matter in controversy.
- 16.11.2 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.
- 16.11.2.1 Claim Defined. The term "Claim" shall be as defined in Section 9204.
- 16.11.2.2 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.

16.11.2.3 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.

16.11.2.4 Meet and Confer.

16.11.2.4.1 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 not providing the Contractor with the Claim Review Statement within the time permitted under Section 9204, the Contractor may demand an informal conference to 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 for settlement of disputed portions of the Claim Review Statement.

16.11.2.4.2 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.

16.11.2.5 Non-Binding Mediation.

16.11.2.5.1 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.

16.11.2.5.2 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.

16.11.2.5.3 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.

16.11.2.5.4 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.

16.11.2.5.5 Post-Mediation Disputed Claims. Any Claims issues in dispute after Mediation shall be resolved in accordance with the applicable provisions of the Contract Documents.

16.11.2.5.6 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.

16.11.2.6 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 issued for a Claim 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.

16.11.2.7 Subcontractor Claims.

16.11.2.7.1 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.

16.11.2.7.2 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.

16.11.2.7.3 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.

- 16.11.2.7.4 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.
- 16.11.3 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.
- 16.11.4 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.
- 16.11.5 Binding Arbitration of Claims Exceeding \$375,000.
- 16.11.5.1 JAMS 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 one (1) retired judge in accordance with the Construction Arbitration Rules and Procedures of Judicial Arbitration Mediation Services (“JAMS”) 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.
- 16.11.5.2 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.

- 16.11.5.3 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.
- 16.11.5.4 Arbitration Award. The award rendered by the Arbitrator ("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 that 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.
- 16.11.5.5 Arbitration Fees and Expenses. The expenses and fees of the Arbitrator 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 may award arbitration costs, including Arbitrator's 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."

- 16.11.5.6 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.
- 16.11.6 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.
- 16.12 Limitation on Special/Consequential Damages. In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. The Contractor expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under the Contract Documents; the Contractor expressly waives and relinquishes any recovery of special or consequential damages from the District.
- 16.13 Capitalized Terms. 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.
- 16.14 Attorney's 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 attorney's 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 Law Deemed Inserted. Each and every provision of law and clause required by law 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 Prohibited Interests. No employee of the District, who is authorized in such capacity on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or subcontract in connection with the Work shall become directly or indirectly financially interested in the Work or any part thereof.
- 16.17 Days. Unless otherwise expressly stated, references to “days” in the Contract Documents shall be deemed to be calendar days.
- 16.18 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 Services Building, Bid No. RFQ CCC-056.**
2. Contract Time. The Contract Time for Substantial Completion of the Work is Six hundred sixty six (666) calendar days after the date for commencement of the Work, as set forth in the Notice to Proceed issued by or on behalf of the District to the Contractor.
3. 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.
  - 3.1. Delayed Substantial Completion. If Substantial Completion is not achieved on or before expiration of the Contract Time, 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 is Fifteen hundred Dollars (\$1,500.00) per day.
  - 3.2. 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 rate of Five Hundred Dollars (\$500.00) per day 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.
  - 3.3. Delayed Punchlist. 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 planned Punchlist Completion date to the actual Final Completion date that at the rate of Fifteen Hundred Dollars (\$1,500.00) per day from the date established for completion of Punchlist until the date that all Punchlist is actually completed.
  - 3.4. 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.
4. Copies of Agreement and Bonds. The number of required executed copies of the Agreement is three (3) and the number of required executed copies of the Performance Bond, and the Payment Bond is three (3).
5. Construction Manager. The Construction Manager is PCM3, Inc.
6. 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.
7. Hours and Days of Work at the Site.
  - 7.1. Hours of work at the Site shall be subject to limitations established by the City of Compton and the Compton Community College District. Work at the site is allowed every day of every month. In general, hours shall be between 7:00 AM and 4:00 PM on a daily basis. Contractors are allowed to start setting up at 6:00 AM as long as noise does not start before 7:00 AM.
  - 7.2. 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. The 2019-2020 Academic Calendar is attached hereto as Attachment A to the Special Conditions and incorporated herein for the Contractor's reference and use.

8. Contractor Personnel Parking. Contractor vehicles must display an Compton Community College District parking permit on the dashboard of the vehicle at all times while parked on District property if parking outside their project fence-line. Vehicles failing to display the required permit will be cited. Permits may be purchased from the daily parking permit machines. Limited parking will be available within the perimeter of the Site without cost or charge to the Contractor, on a first-come, first-served basis. Additional parking is available in District parking lots; parking of motor vehicles in District parking lots is subject to daily parking charges and compliance with District parking lot rules and regulations. No adjustment of the Contract Time or the Contract Price shall be allowed on account of limited parking within the Site or for parking in the District's parking lots.

9. 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 construction area into 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.

10. Project Signage and Barricades. In addition to safety signage required per General Conditions 4.9.3, the Contractor shall furnish and install and maintain additional project signage as set forth in the Contract Documents.

11. Facilities/Services for Project Inspector. 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: (See Attachment B). All costs, fees, expenses or other charges for the listed items on Attachment B are included within the Contract Price.

12. District Provided Temporary Utilities. Pursuant to Article 4.3.4 of the General Conditions, during the Contractor's performance of the Work, the District will not provide utility services and a point of connection for electrical power and domestic potable water utility services. The connection and placement, relocation and removal of temporary distributions of the electrical power and domestic potable water utility service provided by the District will be by the Contractor at its cost and expense without adjustment of the Contract Price. The Contractor may use the temporary electrical power and domestic potable water service furnished by the District 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 off-site source or mobile water delivery service.

13. 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.

- 13.1. Subcontractor Performed Changes. For the portion of any Change performed by Subcontractors of any tier, the maximum allowable mark-up percentage on 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.
- 13.2. 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%).
- 13.3. 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 or one percent (1%) of the total actual direct costs of labor and materials (before Subcontractor and Contractor mark-ups) will be allowed. The Bond premium costs are not subject to mark-up.
- 13.4. 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.
14. Use of Project Allowance.
- 14.1. The Allowance is used only as directed by the Owner.
- 14.2. The Allowance is used exclusively for the Owner's purposes and for scope(s) of work as directed by Owner.
- 14.3. 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. If required by Owner, Contractor shall obtain quotes for equipment from three separate vendors and present to District for consideration and selection.
- 14.4. 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.
- 14.5. 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.
- 14.6. 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.
15. 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)

16. Contractor Obtained Permits. In addition to permits or approvals obtained by the District for the Work, the Contractor shall obtain the following permits, approvals and other authorizations from any public agency with jurisdiction over any portion of the Work. The Contractor shall obtain the permits, approvals and/or authorizations set forth below: (i) without adjustment of the Contract Price, unless otherwise indicated below; and (ii) without adjustment of the Contract Time.

Contractor Obtained Permit, Approval or Authorization	Cost Reimbursement
Deferred Approval Items	No reimbursement to Contractor; cost included in Contract Price.

17. Utility Services Disruption. If any portion of the Work requires the cessation, limitation or other disruption to utility services (including without limitation, electrical power, voice/data services, water, sewer, storm drain, or gas) serving any portion of the District's Compton Community College District, the Contractor shall not commence such Work without 72 hours' prior written notice to the District of the extent and nature of utility service cessation, limitation or disruption and written approval by the District to proceed with such Work. The District's approval of any

cessation, limitation or disruption of utility services may be denied, granted or conditioned in the sole and exclusive discretion of the District. The foregoing may include, without limitation, approval conditioned on the Contractor providing temporary utility services and distribution thereof during the cessation, limitation or disruption of utility services during; any such temporary utility services and distributions thereof shall be at the cost and expense of the Contractor without adjustment of the Contract Price or the Contract Time.

18. Vegetation Removal/Vegetation Trimming. All activities relating to the removal of any existing vegetation in or about the Site shall be coordinated with the District pursuant to such limitations, restrictions or conditions established by the District. Prior to any vegetation removal activities, each Contractor and its Subcontractor performing any portion of the vegetation removal or related activities shall meet and confer with the District to establish the scope of removal/trimming. If a Contractor removes or trims vegetation materials without having engaged in such meet and confer with the District and the District's designation of the scope and extent of removal/trimming, the Contractor shall be responsible for all costs, fees and expenses to replace the removed/trimmed vegetation materials as directed by the District.
19. Existing Improvements/Conditions.

- 19.1. Verification of Existing Improvements/Conditions. Prior to commencement of any portion of the Work, the Contractor shall review the Contract Documents and the existing improvements/conditions in, on or about the area(s) for such portion of the Work to confirm that the actual existing improvements/conditions are consistent with the existing improvements/conditions depicted in the Contract Documents. If any discrepancies exist between actual existing improvements/conditions and those depicted in the Contract Documents, the Contractor shall, prior to commencement of Work in such area notify the District Representative and the Architect, in writing of such variation; as necessary or appropriate, the Contractor shall obtain clarification or direction from the District Representative and/or the Architect to address such variations.
- 19.2. Damage or Destruction to Existing Improvements/Conditions. If any portion of the Work results in damage or destruction to any existing improvements or conditions in, on or about the Site, the Contractor shall: (i) notify the District Representative and the Architect in writing within four (4) hours of the occurrence of an event of damage or destruction and (ii) repair, replace or otherwise correct such damage/destruction and restore the existing improvements/conditions to the condition existing immediately prior to such damage or destruction at the sole cost and expense of the Contractor without adjustment of the Contract Price or the Contract Time. The foregoing notwithstanding, the Contractor shall not, and shall not permit others to, backfill or cover-up any damage or destruction to existing improvements/conditions without prior notice by the Contractor to the District of backfilling or covering-up of damage/destruction and the District's authorization to proceed with backfilling or covering-up.
- 19.3. No Use of Existing Facilities. The personnel of the Contractor, Subcontractors and other performing Work at the Site shall not use any existing facilities, improvements in, on or about the Compton Community College District campus, including without limitation, trash/rubbish bins/dumpsters, restrooms, food service areas, loading/storage areas and other similar areas.
- 19.4. Vehicular Access. Construction activities which limit or prevent access to existing vehicular roadways or existing parking areas shall be performed only during non-school hours. Performance of Work in such areas during non-school hours shall be without adjustment of the Contract Price or the Contract Time.

19.5. Fire, Police, Emergency Access. Each Contractor shall at all times during the Work provide unimpeded vehicular access for the police, fire and other emergency services in and around the Site and adjacent areas. Each Contractor shall provide the District, Construction Manager and any other public agency designated by the District with keys/codes/card keys to all Site perimeter locks.

20. Demolition Materials.

20.1. Demolition Materials Categories. All demolished materials/equipment shall be separated by the Contractor into three (3) categories: (i) concrete and concrete type materials; (ii) steel and other metals; and (iii) general trash.

20.2. Recycling of Demolition Materials. Each Contractor and each of its Subcontractors engaged in any portion of the demolition work shall: (i) recycle concrete/concrete type and steel/metal materials; and (ii) maintain recycling records/submit recycling reports as set forth herein. All concrete/concrete type and steel/metal demolition materials shall be recycled at appropriate recycling centers and/or locations. Each Subcontractor engaged in any portion of the demolition work shall submit a written report to the Contractor upon completion of its demolition activities at the Site. Each report shall include: (i) the name of the Contractor/Subcontractor; (ii) address/telephone of the Contractor/Subcontractor; (iii) date(s) of demolition materials removed; (iv) estimated weight of demolition materials removed from the Site; (v) type(s) of demolition materials removed from the Site; and (vi) the disposal location. Each Contractor shall compile the foregoing reports prepared by its Subcontractor and submit to the District and Construction Manager a comprehensive report of demolition materials types, removal and disposition prior to Final Payment. The Contractor's obligations under the preceding sentence are material and each Contractor's submission of the comprehensive report summarizing the reports of its Subcontractors activities relating to demolition materials and the removal, disposal or recycling thereof is an express condition precedent to the District's obligation to disburse the Final Payment and each Contractor's right to receive the Final Payment. The Contractor shall submit to District with each progress payment application a written report or manifest detailing all recycled and demolished materials removed from the Project during the progress payment period.

21. Waste Disposal. No Contractor or any Subcontractors of any tier are permitted to use District dumpsters or waste disposal services for removal of waste and debris resulting from the Work. Each Contractor must, without adjustment of the Contract Price, provide for the removal of waste/debris materials from the Site with its own forces or with its own retained waste/debris removal service.

22. Discovery of Archeological Resources. If, during the Work, the Contractor encounters materials which are or may be an Archeological Resource (as that term is used and defined in California Public Resources Code §21083.2), the Contractor shall take action as set forth herein.

22.1. Contractor Responsibility. Upon encountering such materials, the Contractor shall: (i) immediately cease Work and any other activity which will or may result in disturbances of the area(s) where such materials are encountered; (ii) immediately notify the Architect, Project Inspector and District in writing of the encountering of such materials; and (iii) take appropriate measures, including any directed or authorized by the District to cordon-off the area(s) in which such materials are encountered to prevent access to, and further disturbance of such area(s), pending determination of whether such materials are Archeological Resources and direction from the District regarding resumption of Work in such area(s).

22.2. District Investigation. Upon receipt of such written notice from the Contractor, the

District shall promptly investigate and determine whether the materials encountered constitute Archeological Resource(s), and if so, whether such materials are Unique or Non-Unique Archeological Resources. Upon completing such investigation, the District shall notify the Contractor in writing of the results of such investigation, along with direction for resumption of the Work or further suspension of the Work in such area(s), pending completion of archeological mitigation measures.

- 22.3. Contractor Continuation of Work. If it is determined that the materials are not Archeological Resources or are Non-Unique Archeological Resources (as that term is used and defined in California Public Resources Code §21083.2(h)), the District shall notify the Contractor in writing of such conclusion. Upon receipt of such notice from the District, the Contractor shall immediately resume the Work in the area(s) where potential Archeological Resources were encountered. If it is determined that the materials are Unique Archeological Resources (as that term is used and defined in California Public Resources Code 12083.2(g), the District shall notify the Contractor in writing of such conclusion. In such event, the Contractor shall defer further Work in such area(s) pending the District's completion of archeological mitigation measures and direction or authorization from the District to resume Work in such area(s)
- 22.4. Adjustment of Contract Time for Encountering Actual or Potential Archeological Resources. If the Contractor encounters materials which are or may be Archeological Resources and the Work is suspended pending the District's investigation of such materials to ascertain whether or not such materials constitute Archeological Resources and the suspension of Work in such area(s) directly delays performance of activities on the Critical Path of the then current Master Project Schedule, such suspension of the Work shall be deemed an Excusable Delay (as that term is used and defined in Article 7.4.1 of the General Conditions). The Contractor shall be entitled to an adjustment of the Contract Time to the extent that the Contractor's Critical Path activities are delayed by such suspension. The Contract Price due the Contractor shall not be subject to increase or other adjustment on account of suspension of Work as a result of encountering materials which are or may be Archeological Resources.
- 22.5. Adjustment of Contract Time for Encountering Unique Archeological Resources. If the Contractor encounters materials which are determined to be Unique Archeological Resources and the Work is suspended pending the District's archeological mitigation activities and the suspension of Work in such area(s) directly delays performance of activities on the Critical Path of the then current Master Project Schedule, such suspension of the Work shall be deemed an Excusable Delay (as that term is used and defined in Article 7.4.1 of the General Conditions). The Contractor shall be entitled to an adjustment of the Contract Time to the extent that the Contractor's Critical Path activities are delayed by such suspension. The Contract Price due the Contractor shall not be subject to increase or other adjustment on account of suspension of Work as a result of encountering materials which are determined to be Unique Archeological Resources.
- 22.6. Adjustment of Contract Price. The extent to which, if any, the Contract Price due the Contractor is subject to adjustment as a result of encountering actual or potential Archeological Resources shall be limited as set forth herein. Adjustment of the Contract Price shall be limited to activities necessary to secure the area(s) in which actual or potential Archeological Resources are encountered from further access or disturbances. The extent of adjustment of the Contract Price shall be limited to the allowable costs and mark-ups thereon for Changes to the Work, as set forth in the Contract Documents.

- 22.7. Contractor Continuation of Work In Other Areas. The foregoing provisions shall not excuse nor limit, waive or modify the Contractor's obligation to diligently proceed with performance of Work in all areas of the Site unaffected by the encountering of materials which may be Archeological Resources.
23. Similar Conditions. The intent of the Contract Documents is to provide a fully functional finished product, complete in every respect. Where a specific detail is not shown, the construction shall be similar to that indicated or noted for similar conditions and cases of construction on this project. References of notes and details to specific conditions and locations shall not limit their applicability. Materials for similar use shall be of the same type and manufacturer, unless otherwise indicated or specifically specified to be different in the Contract Documents. Any deviation must be approved in writing, by the Architect prior to incorporation into the Work.
24. Applicable Codes. All work shall conform with the most recent edition of the California Building Code as adopted and amended DSA and the Laws. All Work shall conform to all applicable requirements set forth in Titles 21 and 24 of the California Code of Regulations. No part of the Contract Documents shall be construed as requiring or permitting Work contrary to the requirements of the Laws.
25. Handicap Access Regulations. The Contractor and all Subcontractors shall comply with Title 24 of the California Code of Regulations relating to Disabled Access Regulations and ADA, Americans With Disabilities Act Regulations whether or not specifically indicated on the Contract Documents. Where existing paths of travel are interrupted due to construction, the Contractor, without adjustment to Contract Price or Contract Time, shall maintain barrier-free paths of travel.
26. Locked Door Policy. In addition to the security requirements set forth elsewhere in the Contract Documents, the Contractor must adhere to a Locked Door Policy. No building room or site gate shall be left unsecured for any period of time when not occupied by the Contractor and/or after the Contractor's daily work hours.
27. Sex Offender Campus Registration. Pursuant to California Penal Code section 290, subd. (a)(1)(C), all Sex Offenders who reside, or are living as a transient upon, or are enrolled at or employed by, a campus of the University of California, California State University, community college or other institution of higher learning, must register with the campus police department, in addition to registering with the police or sheriff's department having jurisdiction over his or her residence.). In addition, California Penal Code 290, subd. (a)(1)(G), requires that students and employees who reside out of state but go to school or work in California must register as Sex Offenders here if they are required to register in their state of residence. An employee is defined as a person who is employed in California on a full or part-time basis, with or without compensation, for more than fourteen (14) days, or for an aggregate period exceeding thirty (30) days in a calendar year. A student is defined as a person who is registered in an educational institution, as defined in Education Code section 22129, on a full or part-time basis. The student/employee must register in the jurisdiction where he or she attends school or is employed.
28. OCIP Program. The current OCIP Program and OCIP Forms are incorporated as Attachment D to these Special Conditions.
29. Completion of Work. The Contractor shall complete all Work no later than the date set forth in the Contract Documents.

**[END OF SECTION]**

**ACADEMIC CALENDAR**  
**(Attachment A to Special Conditions)**

**COMPTON COMMUNITY COLLEGE DISTRICT**  
**SCHOOL YEAR CALENDAR**

**2019-2020**

JULY 2019							NOVEMBER 2019							MARCH 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	*4	[5]	[6]						1	2	1	2	3	4	5	6	7
[7]	8	9	10	11	[12]	[13]	3	4	5	6	7	8	9	8	9	10	11	12	13	14
[14]	15	16	17	18	[19]	[20]	10	*11	12	13	14	15	16	15	16	17	18	19	20	21
[21]	22	23	24	25	[26]	[27]	17	18	19	20	21	22	23	22	23	24	25	26	27	28
[28]	29	30	31				24	25	26	27	*28	*29	[30]	29	30	31				

AUGUST 2019							DECEMBER 2019							APRIL 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	[2]	[3]	[1]	2	3	4	5	6	7				1	2	3	4
[4]	5	6	7	8	[9]	[10]	8	9	10	11	12	13	[14]	5	6	7	8	9	10	[11]
[11]	[12]	[13]	[14]	[15]	[16]	[17]	[15]	[16]	[17]	[18]	[19]	[20]	[21]	[12]	[13]	[14]	[15]	[16]	*17	18
[18]	[19]	[20]	[21]	[22]	[23]	24	[22]	[23]	*24	*25	[26]	[27]	[28]	19	20	21	22	23	24	25
25	26	27	28	29	30	31	[29]	[30]	*31					26	27	28	29	30		

SEPTEMBER 2019							JANUARY 2020							MAY 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
1	*2	3	4	5	6	7				*1	(2)	(3)	[4]						1	2
8	9	10	11	12	13	14	[5]	6	7	8	9	10	[11]	3	4	5	6	7	8	9
15	16	17	18	19	20	21	[12]	13	14	15	16	17	[18]	10	11	12	13	14	15	16
22	23	24	25	26	27	28	[19]	*20	21	22	23	24	[25]	17	18	19	20	21	22	23
29	30						[26]	27	28	29	30	31	24	*25	26	27	28	29	30	
													31							

OCTOBER 2019							FEBRUARY 2020							JUNE 2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						[1]	1	2	3	4	5	6		
6	7	8	9	10	11	12	[2]	3	4	5	6	(7)	[8]	7	8	9	10	11	(12)	[13]
13	14	15	16	17	18	19	[9]	(10)	(11)	{12}	{13}	*14	[15]	[14]	(15)	(16)	(17)	(18)	(19)	[20]
20	21	22	23	24	25	26	[16]	*17	18	19	20	21	22	[21]	22	23	24	25	[26]	[27]
27	28	29	30	31			23	24	25	26	27	28	29	[28]	29	30				

<b>Fall</b>	<b>Winter Intersession</b>	<b>Spring</b>	<b>Flex Days</b>	<b>Summer</b>	<b>No Classes</b>
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- { } - Staff Development Flex Days – Campus Remains Open – Classes not in session
- ( ) – New Full-time Faculty Orientation and Part-Time Faculty Orientation
- [ ] - Campus Closed
- \* - Holidays (Management, Faculty, Staff, and Students) – Campus Closed
- ( ) - Campus Remains Open – Classes not in session

**CONTRACTOR PROVIDED FACILITIES, SERVICES, FURNISHINGS  
AND EQUIPMENT FOR PROJECT INSPECTOR  
(Attachment B to Special Conditions)**

The Contractor shall provide and furnish the following 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 with at least 120 sq ft in GC trailer or separate lockable trailer for Project Inspector
Site Office Furnishings	One 3 x 5 desk, 2 chairs, one 3 x 6 plan table, one four drawer filing cabinet, plan rack & hangars capable of holding 3 sets minimum of 30 x 42 drawings.
Site Office Equipment	Desktop printer and cables required for laptop connection
Site Office Services	Power, air conditioning, wireless internet service
Site Office Consumable Materials	Ink cartridges, copy paper as necessary for printer
Other Items/Services	One lockable toilet facility for Architect, CM & PI use only.

**CONTRACTOR CERTIFICATION OF SUBCONTRACTOR CLAIM  
(Attachment C to Special Conditions)**

Project Name: \_\_\_\_\_

Project No: \_\_\_\_\_

Pursuant to Article 16.11.2.7.2 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 to the best of my knowledge and belief, the amounts claimed for costs, expenses and damages incurred and supporting data submitted to CM/Contractor by the Subcontractor on behalf of any and all subcontractors or suppliers to Subcontractor, of all tiers, or any person or entity under Subcontractor, are accurate and complete. Subcontractor will not submit, after the date of execution of this certification, any such supporting data, including any such new amounts that, to the best of my knowledge and belief, that are not accurate and complete.
3. The amount requested accurately reflects the amount for which the Subcontractor believes the District is liable to Contractor.
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: \_\_\_\_\_, in the State of California, on \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name of Contractor)



**OWNER CONTROLLED INSURANCE PROGRAM (OCIP)  
RFQ CCC-056 STUDENT SERVICES BUILDING  
(Attachment D to Special Conditions)**

**1.1. Introduction.** The **District**, hereinafter called the “Owner” has elected, at its sole discretion, to implement an Owner Controlled Insurance Program (“OCIP”) under the Statewide Educational Wrap Up Program (“SEWUP”). The SEWUP Joint Powers Authority (“JPA”) will be providing the OCIP on behalf of the Owner. All terms and conditions of the SEWUP Contractual Provisions will apply during the term of the contract.

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

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

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

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

**Definitions:**

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

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

**Subcontractor:** Includes all vendors’ suppliers, businesses, and other persons or entities that have been engaged by a Contractor to perform, or assist with the performance of, services relating to the Project.

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

Ineligible: It is not the intent to insure (but is not limited to): consultants; suppliers; abatement and/or removal of hazardous materials; vendors; materials dealers; surveyors; consultants; guard services; non-construction janitorial services; and truckers, including trucking to the Project where delivery is the only scope of work performed; contractors subbing out installation who are not performing labor on the project site; and contractors performing landscape maintenance (though landscape work itself is covered). Ineligible parties are required to ensure that any eligible subcontractors who provide on-site labor comply with the OCIP Enrollment Any questions regarding a Contractor’s status as “Eligible” or “Ineligible” should be referred by written request to Owner and approved by the Program Administrator

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

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

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

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

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

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

**1.2. Prequalification & Cost Identification.**

**A. Contractor Pre-Qualification.** Pursuant to Government Code Section 4420.5, Bidders must meet certain minimum standards to bid on the Owners’ Project. The following qualification standards apply to ALL Bidding Contractors at time of bid opening:

- 1. Shall have an average Workers’ Compensation Experience Modification Rate**

**(EMR) of 1.25 or less over the last five (5) years OR the current published year.**

- a) *We encourage the bidder to choose subcontractors who meet these requirements however this will not exclude eligible subcontractors from enrolling in the OCIP.*
- 2. **Have Zero (0) Serious and Willful violations (Labor Code Section 6300) against them in the past five (5) years.**
- 3. **Provide evidence of an Injury and Illness Prevention Program (IIPP). Evidence is required to be submitted concurrently with submitting the Bid Proposal.**

**FAILURE TO MEET THESE MINIMUM STANDARDS SHALL DISQUALIFY THE BIDDER.**

- B. Contractor Insurance Cost Identification.** Contractor’s base bid shall exclude all costs for insurance coverages provided under the OCIP. If insurance cost is not removed, the bidder may not qualify as the lowest responsive bidder. The Bidder declares under penalty of perjury under California law, that the base bid excludes any costs relating to any insurance coverages afforded under the OCIP and that each subcontractor to the Bidder has similarly excluded costs for any insurance coverage afforded under the OCIP.
  - C. Change Order Pricing.** All Contractors/Subcontractors declare, under penalty of perjury under California law, that the change order is priced to exclude any costs relating to any insurance coverage afforded under the OCIP.
- 1.3. Owner-Provided Insurance Coverages. CONTRACTOR/SUBCONTRACTOR SHOULD REFER TO THE ACTUAL POLICIES FOR DETAILS CONCERNING COVERAGE, EXCLUSIONS, AND LIMITATIONS. IN THE EVENT OF ANY CLAIM OR QUESTION REGARDING COVERAGE PROVIDED BY THE OCIP, THE ORIGINAL POLICIES WILL PREVAIL AS THE SOLE BINDING AGREEMENT. OCIP POLICIES AND PROJECT INSURANCE MANUAL ARE AVAILABLE UPON WRITTEN REQUEST TO THE PROGRAM ADMINISTRATOR.**

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

OCIP coverage applies only to Work performed under the contract at the Project Site. All Contractors must provide their own insurance for Automobile Liability and off-site locations, labor, and operations.

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

The Contractors/Subcontractors enrolled in the OCIP agree that the OCIP policies’ limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP. As of October 1, 2019, 100% of the limits are available with a minimum of \$640 Million in construction values to be insured.

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

**Workers’ Compensation:**

- California Statutory Benefits

**Employer’s Liability:**

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

1. Deductible: None

2. Exclusions: The known exclusions for this coverage are set forth below:

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

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

3. Policy Term: The master policy effective date is October 1, 2019. The policy term is three years, with automatic one-year renewals until the Project is completed. The policy is intended to remain in effect for duration of the contractor's contractual work. Warranty work and post contract repair work is excluded. Each Contractor/Subcontractor is insured under the policy for the length of its work at the Project.

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

- \$125,000,000 Bodily Injury and Property Damage Liability
- \$185,000,000 General Aggregate
- \$125,000,000 Products and Completed Operations
- 10 Years Completed Operations

1. Deductible: None

2. Exclusions: The known exclusions for this coverage are set forth below:

Aircraft, Auto or Watercraft	Nuclear
Asbestos	Personal and Advertising Bodily Injury
Certain Exclusions to Medical Payments Coverage	Pollution
Certain Exclusions to Personal and Advertising Injury Liability	Prior Continuous, or Progressively Deteriorating Injury or Damage
Certified Acts of Terrorism	Professional Liability
Contractual Liability (Limited Coverage Provided)	Recall of Products, Work Or Impaired Property
Employers Liability	Silica or Silica Mixed Dust
Employment Related Practices	

Expected or Intended Injury	Violation of Statutes Governing Collecting, Transmitting Information
Exterior Insulation and Finish Systems (EIFS) "Subject to Installation Requirements"	Violation of Statutes Governing Email, Fax, Phone Calls
Fungi Or Bacteria	War
Lead	Workers Compensation and Similar Laws
Mobile Equipment	

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

1. Policy Term:

- a) The master policy effective date is October 1, 2019. The policy is intended to remain in effect for the length of the Project or through October 1, 2024 at 12:01am, whichever comes first.
- b) Ten years Products and Completed Operations coverage.

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

- \$15,000,000 Per Occurrence / \$25,000,000 Policy Aggregate
  - Defense cost are outside of limits up to \$1M.
1. \$10,000 Deductible per Occurrence
  2. Contractor/Subcontractor shall be liable, at its expense; to the extent claims payable are attributable to their acts or omissions and/or the acts or omissions of its Subcontractors of any tier or any other entity or person for whom it may be responsible. The deductible will apply to each occurrence and must be satisfied prior to payment of the loss. The deductible amount shall not be reimbursed by the OCIP Insurance Program or the District.
  3. Exclusions: The known exclusions for this coverage are set forth below:

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

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

4. Policy Term: The master policy effective date is October 1, 2019. The policy is intended to remain in effect for the length of the Project or through October 1, 2024 at 12:01am, whichever comes first.

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

**Deductibles**

- \$10,000 - \$50,000 deductible (depending on type of structure) for Wood Frame, Masonry Non-Combustible or Joisted Masonry, and Fire Resistive / Non-Combustible.
  - \$50,000 deductible for Water Damage to structural renovations.
  - \$100,000 deductible for Water damage to Large Span Buildings, (with unsupported roof greater than 200 feet); and Stadiums/Arenas (open air, fixed roof, and/or retractable roof).
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	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
Contractor's Tools, Machinery, Plans, Equipment	Nuclear
Cost of Making Good (Optional Coverage)	Offshore or Barrier Island Property
Damage to Existing Property (Optional Coverage)	Property That Stores, Processes, or Handles Radioactive Materials
Damage While Testing Prototype or Used Machinery/Equipment	Rolling Stock, Aircraft, Watercraft
Damages, Fines, Penalties at Government Agency or Court Order	Software Loss, unless results from an Open Peril
Disappearance or When Revealed by Inventory Shortage Alone	Vehicles or Equipment Licensed For Highway Use
Earth Movement (Optional Coverage)	War and Military Action
Electrical, Magnetic, or Errors Related to Electronic Records	Standing Timber, Growing Crops, Animals
Financial Accounts, Instruments, Stamps, Deeds, Precious Material	
Flood (Optional Coverage) (rain and the accumulation of rain water added to	

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.

3. Special Conditions: **All wood frame only projects are subject to Protective Safeguards as shown in Error! Reference source not found.EXHIBIT A.**

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

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

E. **OCIP Policies Establish OCIP Coverage.** The insurance coverages, limits of liability, definitions, terms, conditions, exclusions and limitations contemplated in these contractual provisions and the other contract documents are set forth in full in the OCIP insurance policies. The summary descriptions of such policies in these contractual provisions, in the Project Insurance Manual, or in any other contract document or elsewhere are not intended to be complete or to alter or amend any provisions of the actual OCIP policies. To the extent, if any, such descriptions herein or therein conflict with any such insurance policies, the provisions of the actual insurance policies shall govern. To the extent there are any other conflicts between or among the provisions of such insurance policies, these contractual provisions, the contract documents, or the Project Insurance Manual, then in descending order, the insurance policies shall govern, followed by these contractual provisions, the contract, the other contract documents, then the Project Insurance Manual. Contractor/Subcontractor acknowledges that it has had the opportunity to review the insurance policies as provided in [Section 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 SectionError! Reference source not found., **1.1.A** for definition.

B. **Contractor Registration & Enrollment.** The Program Administrator will provide online registration via Keenan Wrap, through its proprietary software referred to herein as "Wrap Portal"; a User Name, Password and URL for website enrollment will be provided to each

Subcontractor upon entry of Subcontractor identifying information into Wrap Portal by Contractor or Parent Subcontractor regardless of enrollment eligibility.

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

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

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

### C. Contractor/Subcontractor Compliance with Other Forms and Procedures

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

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

#### **Workers' Compensation Insurance Rating Bureau Requirements**

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

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



- 3. Project Insurance Manual.** A *Project Insurance Manual* will be provided to all awarded Contractors/Subcontractors, which includes a Program Summary, Claims Reporting Instructions, Project Safety Guidelines, necessary forms, and contact information. Copies can be requested from the Program Administrator.
- 4. Contractor/Subcontractor Compliance with all aspects of the OCIP.** All Contractors/Subcontractors further acknowledge and agree to comply fully and promptly with such safety, loss control, and quality control rules, requirements, and directives as may from time to time be promulgated by Owner, the Program Administrator and/or the OCIP insurers or any of its or their respective consultants, agents, or representatives. Nothing in this document or any other contract document or in the Project Insurance Manual, shall be deemed to render Owner or any of its affiliates of any tier an employer of Contractor/Subcontractor or any of its Subcontractors or any of its or their personnel or employees. **Failure to comply will be considered non-performance under the contract.**

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

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

- 1.6. OCIP Disclaimer.** The Owner does not warrant or represent that the OCIP coverages constitute an insurance program that completely addresses all the risks of the Contractors/Subcontractors. Prior to the commencement of work under the contract, it is the responsibility of all Contractors/Subcontractors to ensure that the OCIP coverages provided sufficiently address their insurance needs. Any additional insurance coverage purchased will be at Contractor's/Subcontractor's option and sole expense.
- 1.7. Required Contractor/Subcontractor Provided Insurance Coverages.** For any work under this contract, and until completion and final acceptance of the work by the Owner, the Contractors/Subcontractors shall, at their own expense, promptly furnish Certificates of Insurance evidencing that coverage is in force and any required Additional Insured Endorsements to the Owner, with a copy to the Program Administrator for the following coverages, before commencing work on the Project.
- A.** Automobile Liability Insurance Requirements and Limits Are as Follows: See Section 1.8 for Certificate Holder and Additional Insured Endorsement specifications. Automobile Liability Insurance must cover all vehicles owned by, hired by, or used on behalf of the

Contractors/Subcontractors for both Project Site and off-site operations with the following minimum limits of liability:

**Auto Liability Insurance Limits required:**

**All Contractors/Subcontractors\***

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

**Ineligible Contractors / Subcontractors (Excluded)**

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

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

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

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

Professional Liability Insurance is to be maintained during the term of the contract and for

so long as the insurance is reasonably available as provided herein, for a period of ten (10) years after completion of the services.

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

\$1,000,000 per Claim/Aggregate

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

\$5,000,000 per Claim/Aggregate

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

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

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

**Certificate Holder:**

**Compton Community College District**  
 c/o Statewide Educational Wrap Up Program (SEWUP)  
 2355 Crenshaw Blvd., Suite 200  
 Torrance, CA 90501

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

1. **Compton Community College District, PCM3, Inc., tBP Architecture, Priest Construction Services, Inc., 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 Statewide Educational Wrap Up Program (SEWUP)  
2355 Crenshaw Blvd., Suite 200  
Torrance, CA 90501

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

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

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

**1.11. Waiver of Subrogation and Owner Indemnification**

With respect to their work on the Project:

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

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

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

**1.14. Duties in the Event of a Loss.** Contractors/Subcontractors are required to report all losses, which include potential losses, promptly to, OCIP insurers and/or Program Administrator. A full description and details of the incurred loss are also required.

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

**In the event of an accident, it shall be the responsibility of the employing and/or responsible Contractor/Subcontractor to see that injured workers or members of the public are provided immediate medical treatment. All appropriate medical and claim forms must be filed in**

accordance with the claim procedures developed for this Project by Keenan & Associates, hereinafter called "Program Administrator." This includes notification to the appropriate state authorities, if necessary.

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

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

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

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

**A. Safety Orientation.**

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

**B. Program Management.**

1. Each Contractor/Subcontractors shall have the following safety programs:
  - a) Injury and Illness Prevention Plans
  - b) Hazard Communication Programs
  - c) Heat Illness Prevention Plans
2. Each Contractor/Subcontractor shall have an onsite competent person responsible for occupational safety and health.

**C. Mandatory 6' Fall Protection.**

1. Contractor/Subcontractor employees shall be protected from fall exposures of 6 feet or greater. Activities include but are not limited to:
  - a) Steel erection
  - b) Roofing

- c) Framing
  - d) Decking
  - e) Scaffold Work
  - f) Work performed from ladders
2. 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 minimum parapet height allowed for fall protection is 42 inches or greater.
  8. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance in accordance with Cal/OSHA Construction Safety Orders.
  9. Covers used to cover floor and roof openings shall be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one square foot area of the cover at any time.
  10. Controlled access zones shall be defined by a control line or other means that restricts access. Each line shall have a minimum breaking strength of 200 pounds. Signs shall be posted to warn unauthorized employees to stay out of the controlled access zone.
  11. Control lines shall consist of ropes, wires, tapes, or equivalent materials. Control lines shall be erected and supported in accordance with Cal/OSHA Construction Safety Orders.
  12. Scaffold Access/Egress. An internal ladder system with hatches and drop-down ladders or temporary stairs shall be provided for safe access/egress on all scaffolds 20 feet or greater in height. External straight ladders are prohibited on all scaffolds if it exposes a user to a fall of 20 feet or greater in height.
- D. Site Safety.** According to industry practices, it is the responsibility of contractors of all tiers to exercise reasonable care to prevent work-related injuries; property and equipment damage at the project site, as well as minimize risk to the third-party persons and property. Contractors/Subcontractors of all tiers shall be expected to comply with the following safety and loss control requirements:
1. All Subcontractors shall identify their contact person(s) to the General or Prime Contractor.

2. All Contractors/Subcontractors shall follow District procedures for dealing with the media.
3. 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.
4. 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.
5. Alcohol is prohibited on District property always.
6. 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.
7. 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.
8. All prime contractors must attend the site-specific pre-construction meeting.
9. 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.
10. All Contractors/Subcontractors shall control the break time activities of the employees to assure the cleanup of all soda cans, food wrappers, plastic bottles, or food containers from the break area. Such areas shall be cleaned immediately after the break and all waste placed in trash receptacles. No glass containers are permitted on the site.
11. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
12. 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. 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.
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.

**G. Return to Work:**

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

**H. Competing Safety Requirements.** The District and SEWUP OCIP program place a very high value on project safety. Each may have their own safety requirements that are very similar in nature. However, in the event the requirements are in conflict or one is silent on a particular matter, then the requirement affording the greatest of amount protection will control. For example, if the District's Safety Program Requirements do not mandate 6' Fall Protection, then Section "6.5 Mandatory 6' Fall Protection" contained in the SEWUP Project Insurance Manual will control.

**I. Noncompliance and Unsafe Practices.** Owner or their representative shall have the authority to immediately cease any and all operation (s) on the jobsite that is deemed by Owner or their representative to be unsafe to property or has the potential to cause Bodily Injury, pursuant to Title VIII California Code of Regulation, Section 1511. Any such cession



of work shall not constitute recoverable delay or other contractual remedies for liquidated damages and may expose the offending contractor to any such losses to the District or other trades.

**1.17. Owner's Insurance Obligations; Contractors'/Subcontractors' Obligations; Representations, Warranties and Disclaimers.**

- A.** Owner assumes no obligation to provide insurance other than that summarily described in these Contractual Provisions, in the Project Insurance Manual, and in the OCIP insurance policies. Contractor/Subcontractor shall review the OCIP coverages, limits of liability, and insurance policies to satisfy themselves that the coverages offered thereby meet its needs. Nothing contained herein shall be deemed to place any responsibility on Owner, and Owner disclaims any responsibility, for ensuring that the insurance provided by the OCIP is sufficient for the conduct of Contractor's/Subcontractor's business or performance of the Work, including, without limitation, the adequacy of the limits of liability provided by, and as to all other terms, conditions and exclusions of, the OCIP insurance policies. The furnishing of insurance by Owner through the OCIP shall in no way relieve or limit or be construed to relieve or limit Contractor/Subcontractor of any responsibility, liability or obligation imposed by the contract, the contract documents, the Project Insurance Manual, the OCIP insurance policies, or by law, including, without limitation, all indemnification obligations on the part of Contractor/Subcontractor.
- B.** By enrolling in the OCIP, Contractor/Subcontractor acknowledge that (i) the limits of liability of the OCIP insurance policies are shared by all insured parties under the OCIP; (ii) Owner is not an insurer or in the business of insurance and is not an agent, broker, partner or guarantor of Contractor/Subcontractor or any of the insurance companies providing coverage under the OCIP (the "OCIP insurers"); and (iii) Owner is not responsible for (a) the availability, adequacy, or exhaustion of the limits of the OCIP, (b) the present or future solvency of any of the OCIP insurers or (c) any claims or disputes by, between or among Owner, Contractor/Subcontractor and any of the OCIP insurers, including, without limitation, claims or disputes arising out of any the OCIP insurers' payment or nonpayment of claims or losses, or such insurers' contractual or extra-contractual duties, including, without limitation, defense and/or indemnity obligations. Any type of insurance coverage or limits of liability not provided by the OCIP which Contractor/Subcontractor desires for its own protection, or which is required by applicable laws or regulations, shall be its sole responsibility and expense and shall not be included in its compensation for the Work. If Contractor/Subcontractor believes that additional limits of liability beyond those provided by the OCIP would be prudent for its protection, it agrees to investigate and procure such additional limits of liability for itself at its sole cost.
- C.** By enrolling in the OCIP, Contractor/Subcontractor represents and warrants that it has had the opportunity to read and analyze (and to obtain professional assistance to read and analyze) a copy of the OCIP insurance policies and understand the contents thereof. Any reference in these contractual provisions, in the Project Insurance Manual, or elsewhere in any contract document as to amount, nature, type or extent of coverage provided under the OCIP and/or potential applicability to any potential claim or loss is for reference only and Contractor/Subcontractor represents and warrants that it has not relied upon any such reference or any other oral or written statement by or on behalf of Owner, the Project Administrator, or any of its or their agents, employees or representatives, but solely upon its own independent review and analysis of the OCIP insurance policies in formulating any understanding and/or belief as to amount, nature, type or extent of any coverage, conditions, extensions, or limits of liability provided by and as to all other terms of the OCIP insurance policies and/or their potential applicability to any claim or loss or their sufficiency for the conduct of Contractor's/Subcontractor's business or performance under the contract

documents. To the extent that Contractor/Subcontractor deems it prudent to secure and maintain additional, supplemental, excess, or wholly independent insurance or liability associated with its Work on the Project or otherwise, it shall be responsible to do so at its sole expense.

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

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

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

#### **1.18. Joint Defense of Claims and Suits Against More Than One Insured.**

- A.** If a claim, demand, suit, or other proceeding (“Claim”) is brought against more than one insured under the OCIP, Owner and Contractor/Subcontractor recognize the common interest of all OCIP insureds in jointly defending that Claim. To the fullest extent permitted by law, and absent a material, current, actual, unwaivable conflict of interest mandating the appointment of separate counsel under applicable law, Owner and Contractor/Subcontractor insured under the OCIP (i) shall be defended by the same counsel and by the same consultants and experts selected by Owner and/or the OCIP insurers at its or their sole discretion, regardless of whether the defense under the OCIP is provided subject to a reservation of rights issued by any OCIP insurer, and (ii) waive their respective rights to independent counsel as to any and all such Claims. This waiver is deemed to be continuing. Contractor/Subcontractor agrees to execute such other documents as are required to effectuate this waiver and fulfill the purpose of this Section 1.18.
- B.** In defense of Claims arising under the OCIP, information shared with counsel engaged to defend the insureds (“ Defense Counsel”) will be protected from disclosure and shall remain privileged even after the termination of the OCIP and/or the completion of the Project. Contractor/Subcontractor agrees not to disclose to any person or entity, other than to Owner and to Defense Counsel, any confidential information obtained in the defense or pursuit of Claims covered, or potentially covered, under the OCIP. Any such confidential information shall only be used in matters that arise directly pursuant to such OCIP Claims. However, disclosures of such confidential information may be made (i) upon written approval from Defense Counsel or (ii) where required by court order or by applicable law.
- C.** Nothing in this Section 1.18 shall preclude Contractor/Subcontractors from engaging counsel of its choice, at its sole expense, to associate in the defense of any such Claim.

#### **1.19. Duty of Care.**

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

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

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

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

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

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



*[www.sewup.org](http://www.sewup.org)*

**Statewide Educational Wrap Up Program (SEWUP) JPA  
Owner Controlled Insurance Program (OCIP)**

**Project Insurance Manual**

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

**Program Administrator:**

***Keenan***  
*Associates*

*2355 Crenshaw Blvd., Suite 200  
Torrance, CA 90501  
Phone: 800.654.8102  
SEWUP Department  
Fax: 310.787.8838  
License # 0451271*

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# Preface

## About This Manual

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

## This Manual Does Not

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



# 1.0 Introduction

The Statewide Educational Wrap Up Program JPA (SEWUP), of which this school district is a member, is providing an Owner Controlled Insurance Program (OCIP) for work performed at specific project sites, on behalf of the district, who is the “Owner”. The OCIP is an insurance program that insures eligible and enrolled subcontractors, for Work performed at the Job Site.

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

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

## Note

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

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

## 1.1 Participation & Contractor Compliance

Participation in the OCIP is mandatory but not automatic. Enrollment eligibility will be determined upon completion of 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 Wrap Portal ([www.keenanwrap.com](http://www.keenanwrap.com)) and adhere to all program requirements, as specified in [Section 5.0](#).

**The program Administrator will provide access to an online enrollment via Keenan Wrap, through its proprietary software referred to herein as Wrap Portal; a User Name, Password and URL for website enrollment will be provided to each subcontractor upon entry of Subcontractor identifying information into Wrap Portal by Contractor or Parent Subcontractor.**

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

## 1.2 Subcontractor Eligibility

### A. Eligible

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

## **B. Ineligible Contractor (Excluded)**

It is not the intent to insure (but is not limited to) consultants, suppliers, abatement and/or removal of hazardous materials, vendors, materials dealers, surveyors, guard services, non-construction janitorial services, and truckers, including trucking to the Project where delivery is the only scope of work performed. **Ineligible/excluded parties are required to ensure that any eligible subcontractors, who are hired for installation or to provide on-site labor, comply with the OCIP Enrollment and are provided with a copy of this OCIP Project Manual.** Ineligible contractors will be required to adhere to insurance certificate requirements as stated in section [4.0, under Contractor-Provided Insurance Coverage](#). In addition, any party deemed an Ineligible Contractor, but who has direct labor on the Project, will be required to participate in the Project Safety Program ([see Section 6.0](#)).

## **1.3 Project Site and Offsite Premises**

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

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

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

# **2.0 Information Directory**

## **2.1 Program Administrator**

### **Keenan & Associates - SEWUP Department**

2355 Crenshaw Blvd., Suite 200  
Torrance, CA 90501  
Phone: 800.654.8102  
Fax: 310.787.8838

### **Questions Regarding OCIP**

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

## **2.2 Insurance Companies**

Workers' Compensation  
General Liability  
Excess Liability

Liberty Mutual Insurance  
Lloyds of London  
Lloyds of London  
AXIS  
Colony Insurance Company  
Ironshore

Builder's Risk  
Contractor's Pollution Liability

Endurance American Specialty Insurance Company  
Ace American Insurance Company  
Berkeley Assurance Insurance Company

See Section 6 For Claims Reporting Instructions and Procedures.

## 3.0 OCIP Coverages

### Description of Owner Controlled Insurance Program (OCIP) Coverages

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

**Workers' Compensation and Employers Liability**

**Commercial General & Excess Liability**

**Builder's Risk**

**Contractor's Pollution Liability**

A Certificate of Insurance evidencing workers' compensation & employer's liability, general and excess liability and pollution liability insurance will be issued to each Enrolled Party via Wrap Portal. Other documentation including forms, posting notices, etc., will be provided to each Enrolled Party.

#### OCIP Disclaimer

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

### 3.1 Workers' Compensation and Employer's Liability Insurance

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

#### Coverage A – Workers' Compensation

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

#### Coverage B – Employers Liability

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

**Contractor Deductible:** None

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

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responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

**Policy Term:** The master policy effective date is October 1, 2019. The policy term is three years, with automatic one-year renewals until the Project is completed. The policy is intended to remain in effect for duration of the contractor's contractual work. Warranty work and post contract repair work is excluded. The policy is intended to remain in effect for the length of the Project or the policy end date, whichever comes first.

### 3.2 Commercial General Liability & Excess Liability Insurance

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

**Primary Coverage: Total Limits for Bodily Injury and Property Damage**

\$125,000,000 Each Occurrence

\$185,000,000 General Annual Aggregate – per Policy

\$125,000,000 Products and Completed Operations Aggregate

- Ten (10) year Products and Completed Operations Extension after Notice of Completion is filed by the Owner, or date Occupancy is taken with a single non-reinstated aggregate limit.

**Policy Forms: "Occurrence" Form**

**Contractor Deductible:** None

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

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

**Policy Term:** The master policy effective date is October 1, 2019. The policy is intended to remain in effect for the length of the Project or through October 1, 2024 at 12:01am, whichever comes first.

### 3.3 Builder's Risk Insurance

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

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

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

**New Construction & Renovation**

- \$10,000 - \$50,000 deductible (depending on type of structure) for Wood Frame, Masonry Non-Combustible or Joisted Masonry, and Fire Resistive / Non-Combustible.
- \$50,000 deductible for Water Damage to structural renovations.
- \$100,000 deductible for Water damage to Large Span Buildings, (with unsupported roof greater than 200 feet); and Stadiums/Arenas (open air, fixed roof, and/or retractable roof).

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

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

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

**Note:**

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

### 3.4 Contractor's Pollution Liability Insurance

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

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

**Limits:**

\$15,000,000 Per Occurrence /\$25,000,000 Policy Aggregate  
Defense costs included within limits up to \$1M

**Deductible:** \$10,000 Per Occurrence

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

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

responsibility of the Contractor/Subcontractor to review the policy for the complete details of all exclusions.

**Policy Term:** The master policy effective date is October 1, 2019. The policy is intended to remain in effect for the length of the Project or through October 1, 2024 at 12:01am, whichever comes first.

### 3.5 OCIP Certificates

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

## 4.0 Contractor Required Insurance

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

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

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

### 4.1 Verification of Required Insurance Coverages

#### A. Enrolled Contractor/Subcontractors:

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

#### B. Ineligible (Excluded) Contractors/Subcontractors:

- **Certificates of Insurance** must be provided, evidencing Workers' Compensation & Employer's Liability, General Liability, Excess/Umbrella Liability and Automobile Liability insurance for all activities including both on-site and off-site activities as per the insurance specifications in the Contract.
- **Additional Insured Endorsements** for General Liability and Auto Liability. These endorsements must name **the District** specifically as additional insured. If the insured's

policy has a 'Blanket' Additional Insured Endorsement and cannot name any entity, provide a copy of the endorsement for our review.

- **Waiver of Subrogation** for Workers Compensation in favor of the owner.

## 4.2 Contractor Maintained Insurance Coverage

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

### A. Workers' Compensation and Employer's Liability Insurance\*

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

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

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

### B. General Liability Insurance\*

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

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

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

### C. Automobile Liability Insurance\*\*

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

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

#### **D. Professional Liability Insurance\*\***

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

#### **E. Environmental and Asbestos Abatement Coverages\*\***

- Ineligible Subcontractors
- If Subcontractor’s scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:  
\$2,000,000 per Claim/Aggregate

#### **F. Aircraft or Watercraft Liability Insurance\*\***

- If any Subcontractor requires the use of Aircraft or Watercraft at the Project Site, the Subcontractor shall purchase and maintain, or cause the operator of the Aircraft or Watercraft to purchase and maintain, Aircraft or Watercraft liability insurance.
- Must insure passengers and the General Public against personal injury, bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others.
- Includes Aircraft or Watercraft owned or operated by or rented or loaned to any insured.
- Use includes operation and “loading or unloading”. Contractor/Subcontractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the Owner:  
\$5,000,000 per Claim/Aggregate

### **4.3 Certificates of Insurance**

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



**Certificate Holder:**

**Compton Community College District**  
c/o Statewide Educational Wrap Up Program (SEWUP)  
2355 Crenshaw Blvd., Suite 200  
Torrance, CA 90501

#### **4.4 Additional Insured Endorsements**

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

- **Compton Community College District, PCM3, Inc., tBP Architects, Priest Construction Services, Inc., 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 Statewide Educational Wrap Up Program (SEWUP)  
2355 Crenshaw Blvd., Suite 200  
Torrance, CA 90501

### **5.0 Contractor Responsibilities / Requirements**

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

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

**Responsibilities of Subcontractors:**

- Enrolling in the OCIP and assuring all eligible tier subcontractors promptly enroll in the OCIP, via Wrap Portal, prior to the start of any work
- Complying with the provisions of the OCIP Manual and cooperating in the administration and operation of the OCIP
- Including OCIP Provisions in all subcontracts, as appropriate
- Identifying and removing from bid the cost of OCIP-provided insurance (by all eligible contractors / subcontractors)
- Providing each Subcontractor with a copy of the OCIP manual
- Providing timely evidence of insurance to the SEWUP Department via Wrap Portal
- Notifying the SEWUP Department of all awarded subcontracts via Wrap Portal
- Maintaining and reporting monthly payroll records (by all eligible subcontractors) via Wrap Portal
- Complying with the OCIP Administrator's requests for information

- Complying with insurance, claim and safety procedures
- Notifying OCIP Administrator immediately of any insurance cancellation or non-renewal of Contractor required insurance
- Complying with the OCIP insurance policy requirements, including but not limited to, physical audit of payroll records by the insurance company or its representatives.

## 5.1 Contractor Bids & Change Orders - Removing Insurance Costs

The Owner / School District provides insurance for all eligible, Enrolled Contractors/Subcontractors for work performed at the project site(s). The Owner pay's the insurance premiums for the OCIP coverages described in this manual.

Contractors/Subcontractors who are eligible for enrollment in the OCIP are required to **exclude the cost of insurance that is provided by the OCIP, from its bid price** for the proposed scope of work at the project site(s).

Change orders should be priced by the Contractor / Subcontractor to exclude any costs of insurance for coverage's that are provided by the OCIP. It is the responsibility of the contractor to ensure that their subcontractors of all tiers also exclude the cost of insurance

## 5.2 Program Compliance

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

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

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

**OCIP Enrollment completed through Wrap Portal by the following deadline:**

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

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

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

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

### **5.3 Confirmation of Enrollment & Evidence of OCIP Coverages**

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

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

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

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

**Note:**

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

### **5.4 Payroll Reporting Compliance**

#### **Project Site Monthly Payroll Report Requirements**

- Project Site Monthly Payroll must be submitted to the Program Administrator by the 10<sup>th</sup> of each month via Wrap Portal until the completion of the contract and in no event shall be later than the 15<sup>th</sup> 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 monthly, the Construction Manager and/or Owner may withhold payment until the report is received.

- For those Enrolled Parties performing Work under multiple contracts, for each contract, a Monthly Payroll Report is required each month until contract is finalized.
- All reported project site monthly payroll reported from October through the end of September is submitted by Program Administrator to the OCIP Insurance Carrier for auditing.
- Subcontractor shall to keep and maintain accurate and classified records of their payroll for operations at the Project Site.
- A carrier audit may be performed using the reported payroll and other supporting documents. Contractor / Subcontractor agrees to cooperate with the OCIP insurance carrier(s) or their 3 party auditors by responding to and providing documents as requested in a timely manner.

### **Workers' Compensation Insurance Rating Bureau Requirements**

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

## **5.5 Contract Completion / Closeout Compliance**

### **A. Contractor's Completion Notice**

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

## **6.0 Safety**

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

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

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

## **6.1 Occupational Safety and Health Compliance**

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

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

## **6.2 Safety Orientation**

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

## **6.3 Program Management**

- a. Each Subcontractors shall have the following safety programs:
  - i. Injury and Illness Prevention Plans
  - ii. Hazard Communication Programs
  - iii. Heat Illness Prevention Plans
- b. Each Contractor/Subcontractor shall have an onsite competent person responsible for occupational safety and health.

## **6.4 Site Safety**

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

- a. All Subcontractors shall identify their contact person(s) to the General or Prime Contractor.
- b. All Subcontractors shall follow District procedures for dealing with the media.

- c. 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.
- d. 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.
- e. Alcohol is always prohibited on District property.
- f. 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.
- g. 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.
- h. All prime contractors must attend the site-specific pre-construction meeting.
- i. 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.
- j. All Subcontractors shall control the break time activities of the employees to assure the cleanup of all soda cans, food wrappers, plastic bottles, or food containers from the break area. Such areas shall be cleaned immediately after the break and all waste placed in trash receptacles. No glass containers are permitted on the site.
- k. Theft or willful damage to any property of the District, student, or other contractors will be prosecuted fully.
- l. All Subcontractors will advise non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

#### **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.
- 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.

## **6.5 Mandatory 6’ Fall Protection**

- a. Subcontractor employees shall be protected from fall exposures of **6 feet or greater**. Activities include but are not limited to:
  - i. Steel erection
  - ii. Decking
  - iii. Roofing

- iv. Framing
  - v. Scaffold work
  - vi. Work performed from ladders
- b. A safety monitor as means of fall protection is prohibited.
- c. Ladder jacks and lean-to 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 minimum parapet height allowed for fall protection is 42 inches or greater.
- h. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance in accordance with Cal/OSHA Construction Safety Orders.
- i. 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.
- j. 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.
- k. 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.
- l. Scaffold Access/Egress. An internal ladder system with hatches and drop-down ladders or temporary stairs shall be provided for safe access/egress on all scaffolds 20 feet or greater in height. External straight ladders are prohibited on all scaffolds if it exposes a user to a fall of 20 feet or greater in height.

## 6.6 Crane Safety

- a. In accordance with Title 8, California Code of Regulations, section 5006.1, employers shall only permit operators who have a valid certificate (license) of competency to operate cranes. The operator shall have his license on his person, readily available for review.
- a. 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.

- b. 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 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 shall fully accommodate the injured employee and facilitate the return to work.
- f. It will be the responsibility of the Insurance Carrier's Adjuster to maintain communication with the treating physician and the Enrolled Contractor/Subcontractor to facilitate the prompt return of an employee to full work status.

## 7.0 Claims Reporting

### Accident/Claims Reporting Procedures - Overview

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

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

### 7.1 Workers' Compensation Claim Reporting & Procedures

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



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

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

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

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

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

### **Medical Provider Network (MPN)**

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

#### **Liberty Mutual Insurance MPN**

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

### **MPN Regulations & Guidelines:**

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

## State Required Workers' Compensation Forms

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

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

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

## 7.2 General Liability Claim Reporting

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

- Keenan & Associates - **1-310-212-0363 x.2011**. Have the following information ready when reporting claim
  - SEWUP **General Liability Policy Number**
  - SEWUP **Site Location Code**
- Program Administrator (SEWUP) – Email: [SEWUP@keenan.com](mailto:SEWUP@keenan.com), Phone: (800) 654-8102 or Fax: (310) 787-8838. Notice of Occurrence - Accident/Incident Report may be email or faxed.

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**Note:**

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

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## 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:

- Ace USA Property Claims – Email: [Propertyfirstnotices@acegroup.com](mailto:Propertyfirstnotices@acegroup.com), Phone: (800) 433-0385, or Fax: (302) 467-7855
- Program Administrator (SEWUP) – Email: [SEWUP@keenan.com](mailto:SEWUP@keenan.com), Phone: (800) 654-8102 or Fax: (310) 787-8838

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**Note:**

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

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## **7.3 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 (SEWUP) – Email: [SEWUP@keenan.com](mailto:SEWUP@keenan.com), Phone: (800) 654-8102 or Fax: (310) 787-8838

## **7.4 Automobile Claim Reporting**

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

## **7.5 Instructions and Procedures – Litigation Papers, Legal Documents, etc.**

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

- Program Administrator (SEWUP) – Email: [SEWUP@keenan.com](mailto:SEWUP@keenan.com), Phone: (800) 654-8102 or Fax: (310) 787-8838

## **7.6 Investigation Assistance/Confirmation of Claim Receipt**

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

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

## **8.0 Required Project Forms**

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



# 8.1 First Report of Injury (5020)

District Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

State of California <b>EMPLOYER'S REPORT OF OCCUPATIONAL INJURY OR ILLNESS</b>		PLEASE COMPLETE (TYPE, IF POSSIBLE). MAIL TWO COPIES TO:		<b>OSHA CASE NO.</b>		
				<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				
<b>EMPLOYER</b>	1. FIRM NAME		1A. POLICY NUMBER		DO NOT USE THIS COLUMN	
	2. MAILING ADDRESS (Number and Street, City, ZIP)		2A. PHONE NUMBER		Case No.	
	3. LOCATION, IF DIFFERENT FROM MAILING ADDRESS (Number and Street, City, ZIP)		3A. LOCATION CODE		Ownership	
	4. NATURE OF BUSINESS, e.g., painting contractor, wholesale grocer, sawmill, hotel, etc.		5. STATE UNEMPLOYMENT INSURANCE ACCT NUMBER		Industry	
	6. TYPE OF EMPLOYER <input type="checkbox"/> PRIVATE <input type="checkbox"/> STATE <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> SCHOOL DIST. <input type="checkbox"/> OTHER GOV. - SPECIFY _____				Occupation	
	7. EMPLOYEE NAME		8. SOCIAL SECURITY NUMBER		9. DATE OF BIRTH (mm dd yy)	
<b>EMPLOYEE</b>	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)	
	14. EMPLOYEE USUALLY WORKS _____ hours per day _____ days per week _____ total wkly. hrs		14A. EMPLOYMENT STATUS (check applicable status at time of injury) regular full-time _____ part time _____ temp. _____ seasonal _____		14B. Under what class code of your policy were wages assigned	
	15. GROSS WAGES/SALARY \$ _____ PER _____		16. 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)				Weekly Wage	
<b>INJURY OR ILLNESS</b>	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		26. 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. DATE EMPLOYEE WAS PROVIDED EMPLOYEE CLAIM FORM (mm dd yy)				Nature of Injury	
	29. SPECIFIC INJURY/ILLNESS AND PART OF BODY AFFECTED, MEDICAL DIAGNOSIS, if available, e.g., second degree burns on right arm, tendonitis of left elbow, lead poisoning				Part of Body	
	30. LOCATION WHERE EVENT OR EXPOSURE OCCURRED (Number and Street, City)		30A. COUNTY		30B. ON EMPLOYER'S PREMISES <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				Sec. Source		
34. SPECIFIC ACTIVITY THE EMPLOYEE WAS PERFORMING WHEN EVENT OR EXPOSURE OCCURRED, e.g., welding seams of metal forms, loading boxes into truck				Extent of Injury		
35. HOW INJURY/ILLNESS OCCURRED. DESCRIBE SEQUENCE OF EVENTS SPECIFY OBJECT OR EXPOSURE WHICH DIRECTLY PRODUCED THE INJURY/ILLNESS (e.g., worker stepped back to inspect work and slipped on scrap material. As he fell, he brushed against fresh weld and burned right hand). USE SEPARATE SHEET IF NECESSARY						
36. NAME AND ADDRESS OF PHYSICIAN (Number and Street, City, ZIP)				36A. PHONE NUMBER		
37. IF HOSPITALIZED AS AN INPATIENT, NAME AND ADDRESS OF HOSPITAL (Number and Street, City, ZIP)				37A. PHONE NUMBER		
COMPLETED BY (type or print)		SIGNATURE		TITLE		
				DATE		

## 8.2 Workers' Compensation Claim Form (DWC-1)

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

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

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

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

**The Primary Treating Physician (PTP)** is the doctor with the overall responsibility for treatment of your injury or illness. Generally your employer selects the PTP you will see for the first 30 days, however, in specified conditions, you may be treated by your 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**.

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 del 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**.

**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.

**PETITION DEL EMPLEADO PARA DE COMPENSACIÓN DEL TRABAJADOR (DWC 1)**

**Empleado:** Complete la sección "Empleado" y entregue la forma a su empleador. Quédese con la copia designada "Recibo Temporal del Empleado" hasta que Ud. reciba la copia firmada y fechada de su empleador. Ud. puede llamar a la División de Compensación al Trabajador al (800) 736-7401 para oír información grabada. 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 propéea 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

- |  |   |   |   |
|--|---|---|---|
| <input type="checkbox"/> Employer copy<br><i>Copia del Empleador</i> | <input type="checkbox"/> Employee copy<br><i>Copia del Empleado</i> | <input type="checkbox"/> Claims Administrator<br><i>Administrador de Reclamos</i> | <input type="checkbox"/> Temporary Receipt/<br><i>Recibo del Empleado</i> |
|--|---|---|---|



### 8.3 Notice of Occurrence - Accident/Incident Report – General Liability, Pollution, Builders Risk



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

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

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

#### School District

Name of Insured:		Insured's 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's 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

Premise: Claimant (1) is: <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Insured Party	Premise: 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: <input type="checkbox"/> 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: _____	
--------------------	--	--------------------	--

## 9.0 Frequency Asked Questions (FAQs)

### An Owner Controlled Insurance Program (OCIP) Through The Statewide Educational Wrap Up Program (SEWUP)

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

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

2. Who is managing the Owner Controlled Insurance Program?

**Keenan & Associates is the Program Administrator for this Owner Controlled Insurance Program, otherwise known as Statewide Educational Wrap Up Program (SEWUP).**

3. Is Project Site Defined?

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

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

**The Owner has agreed to procure the following insurance:**

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

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

**No. Contractors and Subcontractors must maintain this coverage.**

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

**Yes. Examples are:**

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

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

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

- a. Workers' Compensation
- b. General Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Workers' Compensation and Employers' Liability Insurance Questions**

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

**Liberty Mutual Insurance Company.**

2. What is the coverage term?

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

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

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

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

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

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

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

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

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

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

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

## 10.0 Known Policy Exclusions

### Workers Compensation

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

### General Liability

Aircraft, Auto or Watercraft  
Asbestos  
Certain Exclusions to Medical Payments Coverage  
Certain Exclusions to Personal and Advertising Injury Liability  
Certified Acts of Terrorism  
Contractual Liability (Limited Coverage Provided)  
Employers Liability  
Employment Related Practices  
Expected or Intended Injury  
Exterior Insulation and Finish Systems (EIFS) "Subject to Installation Requirements"  
Fungi or Bacteria  
Lead  
Mobile Equipment  
Nuclear  
Personal and Advertising Bodily Injury  
Pollution  
Prior Continuous, or Progressively Deteriorating Injury or Damage  
Professional Liability

Recall of Products, Work or Impaired Property  
Silica or Silica Mixed Dust  
Violation of Statutes Governing Collecting, Transmitting Information  
Violation of Statutes Governing Email, Fax, Phone Calls  
War  
Workers Compensation and Similar Laws

**Builders Risk**

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



War and Military Action

**Contractors Pollution Liability**

Auto, Aircraft, Vessel or Rolling Stock

Claims Between Certain Insured's

Contractual Liability

Damage to Property

Disposal Sites

Employment Related Practices

Fines, Penalties, and Treble Damages

Owner Hazardous Materials Facility

Intentional Acts

Nuclear

Other Entities

Pre-Existing Conditions

Products

Related Entities and Individuals

Transportation Of Pollutants

War

Workers Compensation and Similar Laws

COMMUNITY BENEFITS AGREEMENT  
BY AND AMONG  
THE COMPTON COMMUNITY COLLEGE DISTRICT  
AND  
THE LOS ANGELES AND ORANGE COUNTIES  
BUILDING AND CONSTRUCTION TRADES COUNCIL  
AND  
THE SIGNATORY CRAFT COUNCILS AND UNIONS

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**COMPTON COMMUNITY COLLEGE DISTRICT  
COMMUNITY BENEFITS AGREEMENT**

This Community Benefits Agreement (hereinafter, "Agreement" or "CBA") is entered into this 16<sup>th</sup> day of July 2019, by and among the Board of Trustees of the Compton Community College District, its successors or assigns (the "District"), the Los Angeles/Orange Counties Building and Construction Trades Council (the "Council"), and the Craft Councils and Unions signing this Agreement (hereinafter together with the Council, collectively, the "Union" or "Unions"). This Agreement establishes the labor relations guidelines and procedures for the District and for the contractors and craft employees represented by the Unions and engaged in Project Work. The District, Council and Unions are referred to herein, as the context may require, as "Party" or "Parties."

It is further understood that the District shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all Parties, the contractors and crafts persons working under it, and the ratepayers, residents and students of the District. The District shall designate, the Director of Purchasing and Auxiliary Services as the "Project Labor Coordinator," to monitor compliance with this Agreement; assist, as the District's authorized representative, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement.

The term "Apprentice" as used in this Agreement shall mean those employees registered and participating in Joint Labor/Management Apprenticeship Programs approved by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

The term "Contractor" as used in this Agreement includes any contractor to whom the District awards a construction contract through its public bidding process for Project Work, and also to subcontractors of whatever tier utilized by such contractors for Project Work.

The term "Contractor" as used in this Agreement includes any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an independent contractor has entered into a contract with the District with respect to the Project Work, or with another contractor as a subcontractor of whatever tier for Project Work.

The term "Joint Labor/Management Apprenticeship Program" as used in this Agreement shall mean a joint union and contractor administered apprenticeship program certified by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

The term "Letter of Assent" as used in this Agreement means the document that each Contractor (of any tier) must sign and submit to the Project Labor Coordinator and the Council, before beginning any Project Work, which formally binds them to adherence to all the forms, requirements and conditions of this Agreement, in the form attached hereto as Attachment A.

The term "Project" or "Project Work" as used in this Agreement means the District's renovation, rehabilitation, repair, upgrade, improvement and construction work, as more specifically defined in Section 2.2 of this Agreement.

The term "Master Labor Agreements" or "MLAs" as used in this Agreement means the local collective bargaining agreements of the Unions having jurisdiction over the Project Work and which have signed this Agreement.

The term "Subscription Agreement" as used in this Agreement means the contract between a Contractor and a Union's Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of the MLAs.

The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only and carry no legal significance.

## ARTICLE 1 INTENT AND PURPOSE

Section 1.1 Background. The District's infrastructure, maintenance, repair, safety enhancements, reconfiguration and new construction will affect the school buildings and offices that are owned, leased or controlled by the District. The goal of this work is to provide major rehabilitation of the District's facilities so as to provide sufficient facilities and technologies to properly educate the children within the District's boundaries. The District, therefore, wishing to utilize the most modern, efficient and effective procedures for construction, including assurances of a sufficient supply of skilled craft-persons and the elimination of disruptions or interference with Project Work, adopts this Agreement in the best interests of the students, parents, District staff, and the taxpayers of the District to meet the District's goal that the Project work be completed on time and within budget.

Section 1.2 Identification and Retention of Skilled Labor and Employment District Residents. The infrastructure, maintenance, repair, safety enhancements, reconfiguration and new construction work scheduled to be performed will require large numbers of craft personnel and other supporting workers. It is therefore the explicit understanding and intention of the Parties to this Agreement to use the opportunities provided by the extensive amount of work to be covered by this Agreement to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal Joint Labor Management Apprenticeship Programs, or outreach programs to the community describing opportunities available as a result of the Project), the interest and involvement of District residents and students in the construction industry; assist them in entering the construction trades, and through utilization of the Joint Labor Management Apprenticeship Programs, provide training opportunities for those District residents, students and other individuals wishing to pursue a career in construction. Further, with assistance of the Project Labor Coordinator, the District, the Contractors, the Council, the Unions and their affiliated regional and national organizations, will work jointly to promptly develop and implement procedures for the identification of craft needs,

the scheduling of work to facilitate the utilization of available craft workers, and the securing of services of craft workers in sufficient numbers to meet the high demands of the Project Work to be undertaken.

Section 1.3 Encouragement of Small Local Business. The Project Work will provide many opportunities for local small business enterprises to participate as Contractors or suppliers, and the Parties therefore agree that they will cooperate with all efforts of the District, the Project Labor Coordinator, and other organizations retained by the District for the purpose, to encourage and assist the participation of local small businesses in Project Work. Specifically, the Parties understand the District places a strong emphasis on the utilization of small, local business on the Project. Each Party agrees that it shall employ demonstrable efforts to encourage utilization to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on a project of this scope, and the encouragement of local residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage such local residents for apprenticeship programs and formal employment on the Project through the referral programs sponsored and/or supported by the Parties to this Agreement. Further, the Parties shall ensure that the provisions of this Agreement do not inadvertently establish impediments to participation of such small local businesses and residents of the District.

Section 1.4 Project Cooperation. The Parties recognize that the construction to take place under this Agreement involves unique and special circumstances which dictate the need for the parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the residents, parents and the students of the District. The parties therefore agree that maximum cooperation among all parties involved is required; and that with construction work of this magnitude, with multiple contractors and crafts performing work on multiple sites of over an extended period of time, it is essential that all parties work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity and completion of Project Work. Further, the Parties recognize that an Act of God or on Act of War could require the District to partially or fully suspend Project Work. The parties shall fully cooperate with any District request to redirect their equipment, skills and expertise to support the District's efforts necessitated by such events.

Section 1.5 Workers' Compensation Carve-out. Further, the Parties recognize the potential which the Project may provide for the implementation of a cost-effective workers' compensation system as permitted by revised California Labor Code Section 3201.5. Upon the District's request, the Union parties agree to meet and negotiate in good faith with representatives of the District for the development, and subsequent implementation, of an effective program involving improved and revised dispute resolution and medical care procedures for the delivery of workers' compensation benefits and medical coverage as permitted by the Labor Code.

Section 1.6 Peaceful Resolution of All Disputes. In recognition of the special needs of the Project and to maintain a spirit of harmony, stability and labor-management peace during the term of this Community Benefits Agreement, the Parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition

of such methods and procedures, the Unions agree not to engage in any strike, slowdowns or interruptions or disruption of Project Work, and the Contractors agree not to engage in any lockout.

Section 1.7 Binding Agreement on Parties and Inclusion of District Residents and Business. By executing this Agreement, the District, Council, Unions and Contractors agree to be bound by each and all of the provisions of this Agreement, and pledge that they will work together to adopt, develop and implement processes and procedures which are inclusive of Local Residents and Small Local Businesses.

## ARTICLE 2 SCOPE OF THE AGREEMENT

Section 2.1 General. This Agreement shall apply and is limited to all of the District's Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work where such work

Section 2.2 Specific. The Covered Projects are defined and limited to:

(a) The construction of a new Student Services/Administration Building.

(b) It is understood by the Parties that the District may at any time, and at its sole discretion, add additional projects with a construction cost value exceeding 3 million dollars to be covered under this Agreement.

Section 2.3 Exclusions. Items specifically excluded from the Scope of this Agreement include the following:

(a) The CBA shall be limited to Project Work, undertaken pursuant to covered contracts which are awarded by the District on or after the Effective Date, and is not intended to, and shall not govern, any construction contracts entered into prior to the Effective Date of this CBA, or after the expiration or termination of the CBA; and

(b) Work of non-manual employees, including but not limited to: superintendents; teachers; supervisors; staff engineers; quality control and quality assurance personnel, provided such personnel does not perform work covered by prevailing wage determinations; time keepers, mail carriers, clerks, office workers, messengers; guards, safety personnel, emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

(c) Equipment and machinery owned or controlled and operated by the District;

(d) All off-site manufacture, fabrication, and handling of materials, equipment or machinery; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement;



(e) All employees of the District, Project Labor Coordinator, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the District (including, but not limited to, project managers and construction managers and their employees where not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Building/Construction Inspector and Field Soils and Materials Testers (Inspectors) are a covered craft under the CBA. (This inclusion applies to the scope of work defined in the State of California Prevailing Wage Determination for said Craft. Every Inspector performing under the Wage classification of Building/Construction Inspector and Field Soils and Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the CBA.) Nothing in this section will be construed to include Department of State Architects-certified inspectors employed by the District as included under the scope of this Agreement. Work covered by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded; and

(f) Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their Contractors; or by public utilities, or their contractors; and/or by the District or its contractors (for work for which is not within the scope of this Agreement);

(g) Off-site maintenance of leased equipment and on-site supervision of such work;

(h) Work by employees of a manufacturer or vendor necessary to maintain such manufacturer's or vendor's warranties or guaranty;

(i) Non-construction support services contracted by the District, Project Labor Coordinator, or Contractor in connection with this Project; and

(j) Offsite Laboratory work for testing.

(k) Maintenance, repair or warranty work performed after Final Completion of the Project.

#### Section 2.4 Awarding of Contracts.

(a) The District and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any contractor notwithstanding the existence or non-existence of any agreements between such contractor and any Union parties, provided only that such contractor is ready, willing and able to execute and comply with this Community Benefits Agreement should such contractor be awarded work covered by this Agreement.

(b) It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Community Benefits Agreement, and shall evidence their acceptance by the execution of the Letter of Assent as set forth in Attachment "A" hereto, prior to

the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier for the performance of work covered by this Agreement, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Project Labor Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

(c) Under all circumstances, however, the District shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all Project Work.

Section 2.5 Coverage Exception. This Agreement shall not apply to any work that would otherwise be work covered under this Agreement when a governmental agency or granting authority partially or fully funding such Project Work determines it will not provide funds if such Project Work is covered by this Agreement; or a law, regulation, proposition or measure prohibits such coverage or the use by the District, or for its benefit of particular funds if such coverage exists. The District agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

#### Section 2.6 Master Labor Agreements.

(a) The provisions of this Agreement, including the Master Labor Agreements, (which are the local collective bargaining agreements of the Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time consistent with Section 22.3 and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by an MLA, the provisions of this Agreement shall apply. Where a subject is covered by a provision of an MLA and not covered by this Agreement, the provisions of the MLA shall prevail. Any dispute as to the applicable source between this Agreement and any MLA for determining the wages, hours or working conditions of employees on this Project shall be resolved under the procedures established in Article 10.

(b) It is understood that this Agreement, together with the referenced MLAs, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Community Benefits Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign an uniformly applied, non-discriminatory Subscription Agreement at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Subscription Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign the Subscription Agreement with the appropriate Craft Union prior to the subcontractor beginning Project Work.

Section 2.7 Binding Signatories Only. This Agreement shall only be binding on the Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 2.8 Other District Work. This Agreement shall be limited to the Project referenced in Section 2.2 above. Nothing contained herein shall be interpreted to prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by District employees or contracted for by the District for its own account, on its property or in and around a Project site.

Section 2.9 Separate Liability. It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District or Project Labor Coordinator and/or any Contractor.

Section 2.10 Completed Project Work. As areas of covered work are accepted by the District, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the District or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the District.

### ARTICLE 3 UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition. The Contractor recognizes the Council and the signatory local Unions as the exclusive bargaining representative for the employees engaged in Project Work. Unless a Contractor is a signatory contractor, such recognition does not extend beyond the Project.

Section 3.2 Contractor Selection of Employees. The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.3 and Section 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith

and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

### Section 3.3 Referral Procedures.

(a) For signatory Unions having a job referral system contained in an MLA, the Contractor agrees to comply with such system, and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of District residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

The local Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the Project Labor Coordinator and others designated by the District, to identify and refer competent craft persons as needed for Project Work, and to identify individuals, particularly residents of the District, for entrance into joint labor/management apprenticeship programs, or for participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the District.

(b) The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting. The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability in hiring or dispatching. Further, it is recognized that the District has certain policies, programs, and goals for the utilization of local small business enterprises. The Parties shall jointly endeavor to assure that these commitments are fully met, and that any provisions of this Agreement which may appear to interfere within a local small business enterprises successfully bidding for work within the scope of this Agreement shall be carefully reviewed, and adjustments made as may be appropriate and agreed upon among the Parties, to ensure full compliance with the spirit and letter of the District's policies and commitment to its goals for the significant utilization of local small businesses as direct Contractors or suppliers on Project Work.

### Section 3.5 Employment of Local Residents.

(a) In recognition of the fact that the District and the communities surrounding Project Work will be impacted by the construction of the Project Work, the Parties agree to support the hiring of workers from the residents of these surrounding areas. The Unions and Contractors agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of skilled craft area residents, as described below, as well as graduates from the District ("Student Graduates") and Veterans (regardless of where the Student Graduates and Veterans reside) hereinafter collectively referred to as "Local Residents," to fulfill the requirements of the Contractors. Towards that end, the Unions shall, first, exert their best efforts to encourage and provide referrals and utilization of area residents residing within the Districts geographic jurisdiction, as well as Veterans and Student Graduates (regardless of where they reside). If the Unions cannot provide the Contractors in the attainment of a sufficient number of Local Residents from within the first tier, as described immediately above, the Unions shall, second, exert their best efforts to then recruit and identify for referral area residents residing within a ten (10) mile radius from the District's headquarters, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment "B." If the Unions still have not provided the Contractors in the attainment of a sufficient number of Local Residents, the Unions shall then exert their best efforts to recruit and identify for referral area residents residing within Los Angeles County. For dispatch purposes, employees referred from any of the above three (3) tiers, as well as veterans and student graduates, regardless of where they reside, shall be referred to as "Local Residents."

(b) A goal of 30% of the total work hours for each Contractor shall be from Local Residents. To facilitate the dispatch of Local Residents, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Covered Work, a sample of which is attached as **Attachment "C."** When Local Residents are requested by the Contractors, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures.

(c) The Project Labor Coordinator shall work with the Unions and Contractors in the administration of this local residency goal. The Unions shall, upon the Project Labor Coordinator's request, provide their response(s) to the Craft Request Form submitted to them by the Contractors.

(d) Notwithstanding the transfer or portability provisions of the MLAs, Contractors which are directly signatory to an MLA shall comply with subsection (a) in transferring and employing workers on Project Work.

Section 3.6 Helmets to Hardhats. The Contractors and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The Contractors and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement, the term "Eligible Veteran"

shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified District resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Contractors agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

### Section 3.7 Core Employees.

(a) Contractors that are not independently signatory to an MLA for the employees in their employ, may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for a Contractor with 10 or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision does not apply to contractors which are directly signatory to one or more of the MLAs and is not intended to limit the transfer provisions of the MLA of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

(b) The core workforce is comprised of those employees

(1) whose names appeared on the Contractor's active payroll for at least sixty (60) of the last one hundred (100) working days before award of the Project Work to the Contractor; and

(2) who possess any license required by state or federal law for the Project Work to be performed;

(3) who have worked at least fifteen hundred (1,500) hours in the construction craft in which they are employed, during the prior four (4) years;

(4) who have the ability to safely perform the basic functions of the applicable trade; and

(5) who are residents of the District on the effective date of this agreement or have been residents of the District for one hundred (100) working days prior to the award of Project Work to the Contractor.

(c) Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Project Labor Coordinator and the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide to Project Labor Coordinator and the Council, appropriate proof of a core employee's eligibility under this provision. For proof of employment eligibility, payroll records or quarterly tax records normally maintained by the Contractor (or officially recognized substitutes) shall be utilized; and for residency, adequate proof thereof through driver's license, voter registration, postal address, or other official acknowledgements.

Section 3.8 Time for Referral. If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any.

Section 3.9 Lack of Referral Procedure. If a signatory local Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.10 Union Membership. No employee covered by this Agreement shall be required to join any union as a condition of being employed, or remaining employed, for the completion of Project Work; provided, however, that any employee who is a member of the referring Union at the time of referral shall maintain that membership in good standing while employed under this Agreement. All employees shall, however, be required to comply with the union security provisions of the applicable MLA for the period during which they are performing on-site Project Work to the extent, as permitted by law, of rendering payment of an amount equal to the applicable monthly window and working dues uniformly required for membership in the Union.

Section 3.11 Individual Seniority. Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's MLA as of the effective date of this Agreement shall be recognized for purposes of layoffs.

Section 3.12 Foremen. The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

Section 3.13 District Security Requirements. The Parties are aware of the District's policy that Contractors of any tier and other employers shall not employ a person on Project Work when minors may be present on or around the site of such Project Work during working hours, or a person who would not be eligible for employment by the District under Education Code section

45123. All persons working on Project Work, including all employees hired by a Contractor (or referred by a Union) to work on Project Work shall be required to comply with all criminal background check certification requirements and District policies for those persons who may come in contact with, or work in close proximity to, minors in the course of performing work on a Project. Contractors may refuse to employ any person who declines to comply with District's background check requirements or who otherwise is determined to be disqualified from participating in Project Work because of a disqualifying conviction. Similarly, the District or the Project Labor Coordinator may ban or order the immediate removal of any person disqualified from working in the presence of, or in close proximity to, minors.

Section 3.14 Out of State Workers. Hours worked by residents of states other than California shall not be included in the calculation of total hours of Project Work for purposes of the percentage requirements, or the residency requirements, set forth above.

#### ARTICLE 4 UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites. Authorized representatives of the Unions shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards.

(a) Each Union shall have the right to dispatch a working journeyman as a steward for each shift and shall notify the Contractor of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward in writing. Such designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

(b) In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should be concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

(c) When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request, and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

(d) The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge. The relevant Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of



disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable MLA, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 4.4 Employees on Non-Project Work. On work where the personnel of the District may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by the any other employer not a party to this Agreement.

## ARTICLE 5 WAGES AND BENEFITS

Section 5.1 Wages. All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established by the Department of Industrial Relations pursuant to the California Labor Code. If a prevailing rate increases under California law, the Contractor shall pay that rate as of its effective date under the law. If the prevailing wage laws are repealed during the term of this Agreement, the Contractor shall pay the wage rates established under the MLAs, except as otherwise provided in this Agreement. Notwithstanding any provision in this Agreement, Contractors directly signatory to one or more the MLAs are required to pay all of the wages set forth in those MLAs provided that those wage rates are equal to or greater than the applicable prevailing wage rates.

Section 5.2 Benefits.

(a) Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate MLA and make all employee authorized deductions in the amounts designated in the appropriate MLA; provided, however, that the Contractor and Union agree that only such bona fide employee benefits as accrue to the direct benefit of the employees (such as pension and annuity, health and welfare, vacation, apprenticeship, training funds, etc.) shall be included in this requirement and required to be paid by the Contractor on the Project; and provided further, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision in this Agreement, Contractors directly signatory to one or more of the MLAs are required to make all contributions set forth in those MLAs without reference to the foregoing. Bona fide jointly-trusted benefit plans or authorized employee deduction programs established or negotiated under the applicable MLA or by the Parties to this Agreement during the life of this Agreement may be added, subject to the limitations upon such negotiated changes contained in Section 22.3 of this Agreement, and provided that the contributions do not exceed the amounts set forth in the applicable prevailing wage determination.

(b) The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be

made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

(c) Each Contractor and subcontractor is required to certify to the Project Labor Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Project Labor Coordinator, the Project Labor Coordinator shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums. Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay, and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws. The Parties agree that the Project Labor Coordinator shall monitor the compliance with all applicable federal and state prevailing wage laws and regulations by all Contractors and subcontractors, and that such monitoring shall include Contractors of any tier engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Section 2.2. All complaints regarding possible prevailing wage violations may be submitted as a grievance under Article 10 of this Agreement or be referred to the Project Labor Coordinator for processing, investigation and resolution, and if not resolved within thirty (30) calendar days, may be referred by the Project Labor Coordinator to the State Labor Commissioner. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the California Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner

## ARTICLE 6 HOURS OF WORK, OVERTIME, SHIFT AND HOLIDAYS

Section 6.1 Hours of Work. Eight (8) hours per day between the hours of 6:00 a.m. and 5:30 p.m., plus a one-half (1/2) hour unpaid lunch approximately mid-way through the shift, shall constitute the standard workday. Forty (40) hours per week shall constitute a regular week's work. The work week will start on Sunday and conclude on Saturday. The foregoing provisions of this Article are applicable unless otherwise provided in the applicable prevailing wage determination, or unless changes are permitted by law and such are agreed upon by the Parties. Nothing herein shall be construed as guaranteeing any employee eight (8) hours per day or forty (40) hours per week, or a Monday through Friday work standard work schedule.

Section 6.2 Place of Work. Employees shall be at their place of work (as designated by the Contractor), at the starting time and shall remain at their place of work, performing their assigned functions, until quitting time. The place of work is defined as the gang or tool box or equipment at the employee's assigned work location or the place where the foreman gives instructions. The

Parties reaffirm their policy of a fair day's work for a fair day's wage. There shall be no pay for time not worked unless the employee is otherwise engaged at the direction of the contractor or as otherwise provided for in this Agreement.

Section 6.3 Overtime. Overtime shall be paid in accordance with the requirements of the applicable prevailing wage determination. There shall be no restriction on the Contractor's scheduling of overtime or the nondiscriminatory designation of employees who will work overtime. There shall be no pyramiding of overtime (payment of more than one form of overtime compensation for the same hour) under any circumstances.

Section 6.4 Shifts and Alternate Work Schedules.

(a) Alternate starting and quitting time and/or shift work may be performed at the option of the Contractor upon three (3) days prior notice to the affected Union(s), unless a shorter notice period is provided for in the applicable MLA and shall continue for a period of not less than five (5) working days. Saturdays and Sundays, if worked, may be used for establishing the five (5) day minimum work shift. If two shifts are worked, each shall consist of eight (8) hours of continuous work exclusive of a one-half (1/2) hour non-paid lunch period, for 8 hours pay unless otherwise provided in the appropriate prevailing wage determination. The last shift shall start on or before 6:00 p.m. The first shift starting at or after 6:00 a.m. is designated as the first shift, with the second shift following.

(b) Contractors, the Council and the Union recognize the economic impact upon the District and District rate payers of the massive project being undertaken by the District and agree that all Parties to this Agreement desire and intend Project Work to be undertaken in a cost efficient and effective manner to the highest standard of quality and craftsmanship. Recognizing the economic conditions, the Parties agree that, unless required by the applicable prevailing wage determination, employees performing Project Work shall not be entitled to any differentials or additional pay based upon the shift or work schedule of the employees. Instead, all employees working on Project Work shall be paid at the same base rate regardless of shift or work schedule worked unless shift pay is required by an applicable prevailing wage determination.

(d) Because of operational necessities, the second shift may, at the District's direction, be scheduled without the preceding shift having been worked. It is recognized that the District's operations and/or mitigation obligations may require restructuring of normal work schedules. Except in an emergency or when specified in the District's bid specification, the Contractor shall give affected Union(s) at least three (3) days' notice of such schedule changes.

Section 6.5 Holidays. Recognized holidays on this Project shall be those set forth and governed by the prevailing wage determination(s) applicable to this Project, unless or until such may be, and are, revised by mutual agreement of the Parties to this Agreement.

Section 6.6 Show-up Pay.

(a) Employees reporting for work and for whom no work is provided, except when given prior notification not to report to work, shall receive two (2) hours pay at the regular straight

time hourly rate. Employees who are directed to start work shall receive four (4) hours of pay at the regular straight time hourly rate. Employees who work beyond four (4) hours shall be paid for actual hours worked. Whenever reporting pay is provided for employees, they will be required to remain at the Project Site and available for work for such time as they receive pay, unless released earlier by the principal supervisor of the Contractor(s) or his/her designated representative. Each employee shall furnish his/her Contractor with his/her current address and telephone number and shall promptly report any changes to the Contractor.

(b) An employee called out to work outside of his/her shift shall receive a minimum of two (2) hours pay at the appropriate rate. This does not apply to time worked as an extension of (before or after) the employee's normal shift.

(c) When an employee leaves the job or work location of his/her own volition or is discharged for cause or is not working as a result of the Contractor's invocation of Section 12.3, the employee shall only be paid for actual time worked.

Section 6.7 "Brassing." The Contractor may utilize "brassing" (or similar system) to check employees in and out. Each employee must check himself/herself in and out. The Contractor will provide adequate facilities for checking in and out in an expeditious manner.

Section 6.8 Meal Periods. The Contractor will schedule a meal period of no more than one-half (1/2) hour duration at the work location at approximately mid-point of the schedule shift; provided, however, that the Contractor may, for efficiency of the operation, establish a schedule which coordinates the meal periods of two or more crafts. An employee may be required to work through his meal period because of an emergency or a threat to life or property; or for such other reasons as are in the applicable MLA, and if he is so required, he shall be compensated in the manner established in the applicable MLA.

Section 6.9 Make-up Days. To the extent permitted by the applicable prevailing wage determination, when an employee has been prevented from working for reasons beyond the control of the employer, including, but not limited to inclement weather or other natural causes, during the regularly scheduled work week, a make-up day may be worked on a non-regularly scheduled work day for which an employee shall receive eight (8) hours pay at the straight time rate or any premium rate required for such hours under prevailing wage laws.

## ARTICLE 7 WORK STOPPAGES AND LOCK-OUTS

Section 7.1 No Work Stoppages or Disruptive Activity. The Council and the Unions signatory hereto agree that neither they, and each of them, nor their respective officers or agents or representatives, shall incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or any way related to Project Work, or which interferes with or otherwise disrupts, Project Work, or with respect to or related to the District or Contractors or subcontractors, including, but not limited to, economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is

arbitrable. Any such actions by the Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 7.2 Employee Violations. The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 7.3 Standing to Enforce. The District, the Project Labor Coordinator, or any Contractor affected by an alleged violation of Section 7.1 shall have standing and the right to enforce the obligations established therein.

Section 7.4 Expiration of MLAs. If the MLA, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 7.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the signatory Contractors affected:

(a) Each of the Unions with a contract expiring must offer to its signatory Contractors to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and Contractor contribution rates to employee benefit funds under the prior contract different from what those wage rates and Contractor contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to its signatory Contractors will be no less favorable than the terms offered by the Union to any other Contractors or group of Contractors covering the same type of construction work in Los Angeles County.

(b) Each of the Unions with a contract expiring must offer to its signatory Contractors to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the signatory Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new MLA, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected signatory Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected signatory Contractors shall be solely responsible for any retroactive payment to its employees.

(c) Some signatory Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph (a) above and other signatory Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph (b) above. To decide between the two options, signatory Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the signatory Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph (a) above, whichever is the later date. If the signatory Contractor fails to timely select one of the two options, the signatory Contractor shall be deemed to have selected option (b).

Section 7.5 No Lockouts. Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the District's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 7.6 Best Efforts to End Violations.

(a) If a Contractor contends that there is any violation of this Article, or Section 8.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the Project Labor Coordinator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

(b) If the Union contends that any Contractor has violated this Article, it will notify that Contractor and the Project Labor Coordinator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 7.8. The Project Labor Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 7.7 Expedited Enforcement Procedure. Any party, including the District, which the Parties agree is a party to the Agreement for purposes of this Article and an intended beneficiary of this Article, or the Project Labor Coordinator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Sections 7.1, 7.5 or 8.3 is alleged.

(a) The party invoking this procedure shall notify Lou Zigman, who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the other arbitrators mutually agreed upon by the Parties and listed under Section 10.2, Step 3 (a), on an alternating basis. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by -

electronic mail, facsimile, hand delivery or overnight mail and will be deemed effective upon receipt.

(b) Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Executive Secretary of the Council and the Senior Official of the involved Union(s) and/or Contractor as required by Section 7.6, above.

(c) The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

(d) The sole issue at the hearing shall be whether or not a violation of Sections 7.1, 7.5, 8.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages (except for damages set forth in Section 7.8 below), which issue is reserved for court proceedings, if any. The Award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award shall be served on all Parties by hand or registered mail upon issuance.

(e) Such Award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 7.7(d) of this Article, all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown in their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

(f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

(g) The fees and expenses of the arbitrator shall be equally divided between the Party or Parties initiating this procedure and the respondent Party or Parties.

#### Section 7.8. Liquidated Damages.

(a) If the Arbitrator determines in accordance with Section 7.7 above that a work stoppage has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the award, direct all the employees they represent on the Project to immediately return to work. If the craft(s) involved do not return the work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator's award, and the respondent Union(s) have not complied with their obligations to immediately instruct, order and use their best efforts to cause a cessation of the violation and return the employees they represent to work, then the non-complying respondent Union(s) shall each pay a sum as liquidated damages to the District, and each will pay an additional sum per shift, as set forth in (c), below, for each shift thereafter on which the craft(s) has not returned to work.

(b) If the arbitrator determines in accordance with Section 7.7 above that a lock-out has occurred, the respondent contractor(s) shall, within eight (8) hours after receipt of the award, return all the affected employees to work on the Project, or otherwise correct the violations found by the arbitrator. If the respondent contractor(s) do not take such action by the beginning of the next regular scheduled shift following the eight (8) hour period, each non-complying respondent contractor shall pay or give as liquidated damages, to the affected Union(s) (to be apportioned among the affected employees and the benefit funds to which contributions are made on their behalf, as designated by the arbitrator) and each shall pay an additional sum per shift, as set forth in (c), below, for each shift thereafter in which compliance by the respondent contractor(s) has not been completed.

(c) The arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall not be less than \$1,000 (one thousand dollars) and no more than \$15,000.00 (fifteen thousand dollars) per shift for each non-complying entity.

## ARTICLE 8 WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 8.1 Assignment of Work. The assignment of Covered Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry currently in effect (the "Plan") or any successor Plan.

Section 8.2 The Plan. All jurisdictional disputes on this Project between or among the Building and Construction Trades Unions and the Contractors parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

(a) If a dispute arising under this Article involves the Southwest Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Thomas Angelo, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the



offices of the Council within 14 days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 8.3 No Work Disruption Over Jurisdiction. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 8.4 Pre-Job Conferences. As provided in Article 16, each Contractor will conduct a pre-job conference with the Council prior to commencing work. The Primary Contractor and the Project Labor Coordinator shall be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Contractors may be held together.

Section 8.5 Resolution of Jurisdictional Disputes. If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 7 above.

## ARTICLE 9 MANAGEMENT RIGHTS

Section 9.1 Contractor and District Rights. The Contractors and the District have the sole and exclusive right and authority to oversee and manage construction operations on Project Work without any limitations unless expressly limited or required by another Article of this Agreement or an MLA. In addition to the following and other rights of the Contractors enumerated in this Agreement, the Contractors expressly reserve their management rights and all the rights conferred upon them by law. The Contractor's rights include, but are not limited to, the right to:

- (a) Plan, direct and control operations of all work;
- (b) Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;
- (c) Promulgate and require all employees to observe reasonable job rules and security and safety regulations;
- (d) Discharge, suspend or discipline their own employees for just cause;
- (e) Utilize, in accordance with District approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

(f) Assign overtime, determine when it will be worked, and the number and identity of employees engaged in such work, subject to such provisions in the applicable MLA (s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 9.2 Specific District Rights. In addition to the following and other rights of the District enumerated in this Agreement, the District expressly reserves its management rights and all the rights conferred on it by law. The District's rights (and those of the Contractor Administrator on its behalf) include but are not limited to the right to:

(a) Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

(b) Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at a particular location or in order to accommodate the instructional programs and pupil control problems at various project sites where school may be in session during periods of construction activity;

(c) At its sole option, terminate, delay and/or suspend any and all portions of the Covered Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District's educational facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. In order to permit the Contractors and Unions to make appropriate scheduling plans, the District will provide the Project Labor Coordinator, and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section, provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to Section 6.6.

(d) Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

(e) Investigate and process complaints, through its Project Labor Coordinator, in the matter set forth in Articles 7 and 10.

Section 9.3 Use of Materials. There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor-saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The District and its Project Labor Coordinator shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 9.4 Special Equipment, Warranties and Guaranties

(a) It is recognized that certain materials, equipment and systems of a highly technical and specialized nature may be installed at Project Work sites. The nature of the materials, equipment and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed under the supervision and direction of the District's and/or manufacturer's personnel. The Unions agree that such material, equipment and systems are to be installed without incident.

(b) The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Unions agree that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

(c) If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will proceed as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 10.

## ARTICLE 10 SETTLEMENT OF GRIEVANCES AND DISPUTES

### Section 10.1 Cooperation and Harmony on Site.

(a) This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the Unions, and working with the Project Labor Coordinator, together with the Contractors, to complete the construction of the Project economically, efficiency, continuously and without any interruption, delays or work stoppages.

(b) The Project Labor Coordinator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance of Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Articles 7 or 8.

(c) The Project Labor Coordinator shall oversee the processing of grievances under this Article and Articles 7 and 8, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 10.2 Processing Grievances. Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of

the MLAs, but not jurisdictional disputes or alleged violations of Section 7.1 and 7.5 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances. When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his Union business representative or job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances. Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the Project Labor Coordinator, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3.

(a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the Project Labor Coordinator (with copy (ies) to the other Party (ies) within seven (7) calendar days after the initial Step 2 meeting), that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Louis Zigman; (2) Joseph Gentile; (3) Sara Adler; (4) Walt Daugherty; (5) and William Rule. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon.

The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 10.3 Limit on Use of Procedures. Procedures contained in this Article shall not be applicable to any alleged violation of Articles 7 or 8, with a single exception that any employee discharged for violation of Section 7.2, or Section 8.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 910.4 Notice. The Project Labor Coordinator (and the District, in the case of any grievance regarding the Scope of this Agreement), shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the Project Labor Coordinator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

## ARTICLE 11 REGULATORY COMPLIANCE

Section 11.1 Compliance with All Laws. The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the District, the Project Labor Coordinator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 11.2 Monitoring Compliance. The parties agree that the District shall require, and that the Project Labor Coordinator and Council shall monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of both the Council and the Project Labor Coordinator (on the District's behalf) to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the Project Labor Coordinator and/or the District procedures to encourage and enforce compliance with these laws and regulations.

Section 11.3 Violations of Law. Based upon a finding of a violation by the District of a federal and/or state law, and upon notice to the Contractor that it or its subcontractors is in such violation, the District, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the District and the Contractor, the District may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

**ARTICLE 12  
SAFETY AND PROTECTION OF PERSON AND PROPERTY**

Section 12.1 Safety.

(a) It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the District, the Project Labor Coordinator or the Contractor. It is understood that employees have an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District.

(b) Employees shall be bound by the safety, security and visitor rules established by the Contractor, the Project Labor Coordinator and/or the District. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

(c) The parties agree to adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing policy, a copy of which is attached hereto as Attachment "D," which shall be applicable to work on the Project pursuant to their terms.

Section 12.2 Suspension of Work for Safety. A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

Section 12.3 Water and Sanitary Facilities. The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

**ARTICLE 13  
TRAVEL AND SUBSISTENCE**

Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable prevailing wage determination, if any. Parking for employees covered by this Agreement shall be provided by the Contractor(s) according to the provisions of the MLAs existing on the effective date of this Agreement.

**ARTICLE 14  
APPRENTICES**

Section 14.1 Importance of Training. The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to

commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The District, the Project Labor Coordinator, other District consultants, and the Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the Unions.

#### Section 14.2 Use of Apprentices.

(a) Apprentices used on Projects under this Agreement shall, to the extent permitted by law, be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage. Where the standards permit a higher percentage, such percentage shall apply on Project Work. Where the applicable standards establish a lower percentage, the applicable Union will use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

(b) The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The District shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council to assure appropriate and maximum utilization of apprentices. The District shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the Project Labor Coordinator will work with the Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

(c) The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeyman working on the Project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he or she is participating.

(d) All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship] section 205. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Construction Manager and the Council.

### ARTICLE 15 WORKING CONDITIONS

Section 15.1 Meal and Rest Periods. There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Meal periods and

Rest periods shall be as provided for in Wage Order 16. Individual coffee containers will be permitted at the employees' work location; however, there will be no organized coffee breaks.

Section 15.2 Work Rules. The District, the Project Labor Coordinator, and/or relevant Contractor shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These rules will be posted at the work sites by the Contractor and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to an including discharge.

Section 15.3 Emergency Use of Tools and Equipment. There should be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or equipment involved and is in compliance with applicable governmental rules and regulations.

Section 15.4 Access Restrictions for Cars. Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited to certain roads and/or parking areas.

## ARTICLE 16 PRE-JOB CONFERENCES

Consistent with Section 8.4, Each Prime Contractor shall notify the Project Labor Coordinator at least two weeks prior to commencing work under this Agreement, and the Project Labor Coordinator shall coordinate the scheduling of a pre-job conference with the Council, the Contractor(s) and the affected Union(s). All work assignments shall be disclosed by the Prime Contractor and all Contractors at a pre-job conference. Should there be any jurisdictional dispute raised under Article 8, the Project Labor Coordinator shall be promptly notified. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and Project Work rules/District rules. Should there be Project Work that was not previously discussed at the pre-job conference, or should additional Project Work be added, the Project Labor Coordinator will coordinate the scheduling of a separate pre-job conference with the Council, the Contractor(s) and the affected Union(s) for such newly included work.

## ARTICLE 17 SAVINGS AND SEPARABILITY

Section 17.1 Savings Clause. It is not the intention of the District, the Project Labor Coordinator, Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving



conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 17.2 Effect of Injunctions or Other Court Orders. The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction of Project Work. Notwithstanding such an action by the District, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and effect on Project Work to the maximum extent legally possible.

## ARTICLE 18 WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

## ARTICLE 19 AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

## ARTICLE 20 WORK OPPORTUNITIES PROGRAM

Section 21.1 Work Opportunities. The Parties to this Agreement support the development of increased numbers of skilled construction workers from among residents of the District to meet the labor needs of covered projects specifically and the requirements of the local construction industry generally. Towards that end, the Parties agree to cooperate respecting the establishment of a work opportunities program for District residents, the primary goals of which shall be to maximize construction work opportunities for District residents. In furtherance of the foregoing, the Unions specifically agree to:

- (a) Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified District residents as journeymen, and apprentices on Project Work and entrance into such qualified apprenticeship and training programs as may be operated by Unions; and

(b) Work cooperatively with the District, the Project Labor Coordinator, and other District consultants to identify, or establish and maintain, effective programs, events and procedures for persons interested in entering the construction industry; and

(c) Assist District residents in contacting the Apprenticeship Training Committee for the crafts and trades they are interested in. The Unions shall assist District residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide District residents for work on this Project; and

(d) Allow tours of their training facilities as requested; and

(e) Provide a contact information list for all Union representatives and Joint Apprenticeship Committee representatives; and

(f) Support local events and programs designed to recruit and develop adequate numbers of competent workers in the construction industry; and

(g) Assist First Tier Area Residents, as described in Section 3.5(a), in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist such Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors.

## ARTICLE 21 DURATION OF THE AGREEMENT

### Section 21.1 Duration.

(a) This Agreement shall be effective from the date signed by all Parties and shall expire upon Final Completion of the Project.

(b) This Agreement may be extended by mutual consent of the District and the Unions for such further periods as the Parties shall agree to, or for the performance of further construction work which may be added to this Agreement, as set forth in Section 2.2, above. Any such extension shall be binding and enforceable only if by a written instrument approved by the District's Board of Trustees in a public open meeting of the Board of Trustees.

### Section 21.2 Turnover and Final Acceptance of Completed Work.

(a) Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the District by the Contractor and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by

the District or third parties with the approval of the District, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the District to engage and repairs or modifications required by its contract(s) with the District before Final Completion and acceptance of the Project by the District's Board of Trustees.

(b) Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work required of a Contractor at the direction of the District pursuant to Section 22.2 (a) above, involving otherwise turned-over and completed facilities which have been accepted by the District, will be available from the Project Labor Coordinator.

Section 21.3 Continuation of MLAs. MLAs incorporated as part of this Agreement shall continue in full force and effect, as previously stated, until the Contractor and Union parties to the collective bargaining agreement(s) which are the basis for such MLAs notify the Project Labor Coordinator of the mutually agreed upon changes in such agreement and their effective date(s). The Parties agree to recognize and implement all applicable changes on their effective dates, except as otherwise provided by this Agreement; provided, however, that any such provisions negotiated in said collective bargaining agreements will not apply to work covered by this Agreement if such provisions are less favorable to the Contractor under the Agreement than those uniformly required of contractors for construction work normally covered by those agreements; nor shall any provision be recognized or applied if it may be construed to apply exclusively or predominately to work covered by this Agreement. Any disagreement between the Parties over the incorporation into an MLA of any such provision agreed upon in a negotiation of the Local Collective Bargaining Agreement which is the bases for an MLA shall be resolved under the procedures established in Article 10.

IN WITNESS whereof the Parties have caused this Community Benefits Agreement to be executed as of the date and year above stated.

COMPTON COMMUNITY COLLEGE DISTRICT

LOS ANGELES/ORANGE COUNTIES BUILDING & CONSTRUCTION TRADES COUNCIL

By:   
Keith Curry, Ed.D.  
President/CEO

By:   
Ron Miller  
Executive Secretary

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION  
TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5)

*Eduley Rena*  
*Oscar Navila AM 7-24-19*

Boilermakers (Local 92)

Bricklayers & Allied Craftworkers (Local 4)

*Rafael Garcia*  
*Jack Belmont*

Cement Masons (Local 500)

District Council of Laborers

Electricians (Local 11)

*Joel Barton EJB 7/29/19*  
*Joe Lopez*  
*Ed Jean*

Elevator Constructors (Local 18)

Gunit Workers (Local 345)

Iron Workers (Reinforced - Local 416)

*Rafael Hernandez*  
*Michael Garcia*

Iron Workers (Structural - Local 433)

Laborers (Local 1309)

*Juanillo Fed*  
*Pedro Hernandez*

Laborers (Local 300) (Remediation)

Laborers (Local 1184)

*Ronald J. Gorski*  
*Dan Brown*

Operating Engineers (Local 12)

Operating Engineers (Local 12)

Operating Engineers (Local 12)

*Mark Barrett*

Painters & Allied Trades DC 36

Pipe Trades (Pipe Fitters Local 250)

*David L. Hugg*

Pipe Trades (Local 345)

Pipe Trades (Plumbers Local 78)

*Bob*  
*Bob*

Pipe Trades (Sprinkler Fitters Local 709)

Plasterers (Local 200)

*John 7/25/19*  
*John*

Plaster Tenders Local (1414)

Roofers & Waterproofers (Local 36)

*Bob*  
*Bob*

Sheet Metal Workers (Local 105)

Teamsters (Local 986)

*Stephen Arize*

Southwest Regional Council of Carpenters

LETTER OF ASSENT

To be signed by all contractors awarded work covered by the  
Community Benefits Agreement prior to commencing work.

[Contractor's Letterhead]  
Project Labor Coordinator  
C/O Compton Community College District  
1234 address  
City, state, zip code  
Attn: \_\_\_\_\_

Re: Community Benefits Agreement for the Construction Project Work - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the Compton Community College District Community Benefits Agreement effective \_\_\_\_\_, 201\_\_, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this company and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [ \_\_\_\_\_ ] Name and Title of Authorized Executive

Contractor State License No.: \_\_\_\_\_

Project: \_\_\_\_\_

[Copies of this letter must be submitted to the Project Labor Coordinator and to the Council]

**ATTACHMENT B**  
**Local Resident Zip Codes**

**Tier 1**  
**District Service Area Zip Codes**

[to be provided by the District]

**Tier 2**  
**10-mile radius zip codes**

90001	90247	90640
90002	90248	90650
90003	90249	90651
90011	90250	90652
90021	90251	90660
90022	90255	90662
90023	90260	90670
90037	90261	90671
90040	90262	90701
90043	90270	90702
90044	90278	90703
90047	90280	90706
90052	90301	90707
90058	90303	90710
90059	90304	90711
90061	90305	90712
90062	90306	90713
90082	90307	90714
90089	90308	90715
90091	90310	90716
90201	90501	90717
90202	90502	90721
90220	90503	90723
90221	90504	90744
90222	90506	90745
90223	90507	90746
90224	90508	90747
90239	90509	90748
90240	90510	90749
90241	90606	90755
90242	90610	90801

90802	90813	90840
90804	90814	90842
90805	90815	90844
90806	90831	90846
90807	90832	90847
90808	90833	90848
90809	90834	90895
90810	90835	90899

**Tier 3**

Remainder of Los Angeles County Zip Codes

**ATTACHMENT C  
EMPLOYEE CRAFT REQUEST FORM**

**TO THE CONTRACTOR:** Please complete and fax or e-mail this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing or e-mailing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports or e-mail and keep copies for your records.

The Compton Community College District Community Benefits Agreement establishes a goal that 30% of all of the work hours performed on the Project shall be from residents residing: first, within the Districts geographic jurisdiction, as well as Veterans and Student Graduates (regardless of where they reside). If the Unions cannot provide the Contractors in the attainment of a sufficient number of Local Residents from within the first tier, as described immediately above, the Unions shall, second, exert their best efforts to then recruit and identify for referral area residents residing within a ten (10) mile radius from the District's headquarters, as reflected on the list of U.S. Postal Service zip codes attached hereto as Attachment "B." If the Unions still have not provided the Contractors in the attainment of a sufficient number of Local Residents, the Unions shall then exert their best efforts to recruit and identify for referral area residents residing within Los Angeles County. For dispatch purposes, employees referred from any of the above three (3) tiers, as well as veterans and student graduates, regardless of where they reside, shall be referred to as "Local Residents."

**TO THE UNION:** Please complete the "Union Use Only" section on the next page and fax or e-mail this form back to the requesting Contractor. Be sure to retain a copy of this form for your records.

**CONTRACTOR USE ONLY**

To: Union Local # \_\_\_\_\_ Fax# ( \_\_\_\_\_ ) \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Contact Phone : ( \_\_\_\_\_ ) \_\_\_\_\_

Date: \_\_\_\_\_ From: \_\_\_\_\_  
 Issued By: \_\_\_\_\_  
 Contact Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

**PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.**

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
<b>TOTAL WORKERS REQUESTED =</b> _____					

Please have worker(s) report to the following work address indicated below:

Project Name: \_\_\_\_\_ Site: \_\_\_\_\_ Address: \_\_\_\_\_  
 Report to: \_\_\_\_\_ On-site Tel: \_\_\_\_\_  
 On-site Fax: \_\_\_\_\_  
**Comment or Special Instructions:** \_\_\_\_\_



UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

**WORKER  
REFERRED**

Name:
Date worker was dispatched:
Is the worker referred a: <span style="float: right;">(check all that apply)</span>

JOURNEYMAN	Yes ____	No ____
APPRENTICE	Yes ____	No ____
LOCAL RESIDENT	Yes	No
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes ____	No ____

## ATTACHMENT D

**LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES  
COUNCIL APPROVED DRUG AND ALCOHOL TESTING POLICY**

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the work place and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Community Benefits Agreement ("CBA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the CBA. Said notice shall be delivered in person or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the CBA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of this drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of this drug testing program may only be subjected to testing for the reasons set forth in Paragraph 5(f) (1) through 5(f) (3) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the

Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

c. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMZT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by the SAMHSA. Should these SAMHSA levels be changed during the course of this agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

d. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

e. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the Project.

f. No individual who tests negative for drugs or alcohol pursuant to the above procedure and becomes employed on the Project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to himself/herself or others may be tested pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in Paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as exhibiting aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a Supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the job steward. If the job steward is unavailable or there is no job steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

g. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The employers will be allowed to conduct periodic job site drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than thirty (30) days after start of the work on the Project;

c. Prior to start of periodic testing, a business representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in Paragraph 5 hereinabove.

e. Only two periodic tests may be performed in a twelve-month period.

7. It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove the employee from the jobsite.

8. Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the CBA.

9. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

10. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists he/she shall be reinstated.

11. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

12. The Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

13. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs shall be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

14. This Memorandum, of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

DRUG ABUSE PREVENTION AND DETECTIONAPPENDIX ACUTOFF LEVELS

DRUG	SCREENING METHOD	SCREENING LEVEL **	CONFIRMATION METHOD	CONFIRMATION LEVEL
Alcohol	EMIT	0.02%	CG/MS	0.02%
Amphetamines	EMIT	1000 ng/m*	CG/MS	500 ng/ml*
Barbiturates	EMIT	300 ng/ml	CG/MS	200 ng/ml
Benzodiazepines	EMIT	300 ng/ml	CG/MS	300 ng/ml
Cocaine	EMIT	300 ng/ml*	CG/MS	150 ng/ml*
Methadone	EMIT	300 ng/ml	CG/MS	100 ng/ml
Methaqualone	EMIT	300 ng/ml	CG/MS	300 ng/ml
Opiates	EMIT	2000 ng/ml*	CG/MS	2000 ng/ml*
PCP (Phencyclidine)	EMIT	25 ng/ml*	CG/MS	25 ng/ml*
THC (Marijuana)	EMIT	50 ng/ml*	CG/MS	15 ng/ml*
Propoxyphene	EMIT	300 ng/ml	CG/MS	100 ng/ml

\* SAMHSA specified threshold

\*\* A sample reported positive contains the Indicated drug at or above the cutoff level for that drug. A negative sample either contains no drug or contains a drug below the cutoff level.

EMIT - Enzyme Immunoassay

CC/MS - Gas Chromatography/Mass Spectrometry

## SIDE LETTER OF AGREEMENT TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This "quick" screen test shall consist either of the "ICUP" urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two "quick" screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the quick screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the quick screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the "quick" screen test.

**COMPTON COMMUNITY COLLEGE DISTRICT**  
**STUDENT SERVICES BUILDING**

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**END OF SECTION**



# COMPTON COMMUNITY COLLEGE DISTRICT

## SCOPE OF WORK RFQ CCC-056 Student Services Building

### PART 1 - GENERAL

#### 1.1 SECTION INCLUDES:

- A. Work Covered by Contract Documents
- B. Contract Scope
- C. Contractor Use of Premises

#### 1.2 WORK COVERED BY CONTRACT DOCUMENTS:

- A. **WORK INCLUDED:** The work to be performed by contractor shall conform to the requirements of all of Division 00 and Division 01 as well as the General Conditions, Special Conditions, and all Specifications, all sheets in Drawings and other related documents, and includes the furnishing of all supervision, labor, materials, tools, equipment, transportation, plan and services necessary therefore and incidental thereto to complete the project. The work shall consist of, but not be limited to, the following:
  - a. This Contractor is to provide all necessary items to build the new Student Services Building and associated site and utility work per plans and specifications. Accurately locate all scope of work for the entire project including but not necessarily limited to the following work: All lay out of project, including all grade staking, all protection of existing to remain in place, all concrete and asphalt cutting and demo, all abatement per Bainbridge reports provided, all over cutting and compaction, all removal, all base material, all earth work, site clearing, scarification, grading, earth moving, fill and compaction, finish grading, field engineering and preparations for the complete project, irrigation protection and repairs, capping and preparation of existing utilities, soil amendments, all paving, all construction signs, all disposal of excess materials, all final clean up and demobilization, and all other required materials, equipment and labor not identified, but necessary to complete this Contractors scope of work.
  - b. Lead abatement of the existing old library building windows. **All other abatement has already been performed under a separate contract.** See Lead abatement specifications attached to this 01 01 00 Scope of Work.

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- c. Demolition of existing trees and the old existing library building as shown on the contract documents.
- d. Relocation of two existing fire lines located at the south east corner of the new building inside of the over-excavation. This contractor will relocate those lines out of the new building footprint.
- e. Disconnect of utilities to and demolition of the existing small modular just north of the new Student Services building is to be done AFTER the new building is completed. All services and access to this building to remain and be protected throughout construction.
- f. Identification of, demo and or re-route if necessary of underground utilities in the new building footprint and surrounding areas.
- g. Demolition and new construction of all site work as shown in the construction documents.
- h. Over-excavation and construction of the new building.
- i. Re-establishment of the site in the contractor laydown area indicated on the Laydown Site Map also attached at the end of this section 01 01 00.
- j. Provide all Concrete Pavement and all scope of work pertaining to plans and specifications
- k. Provide all Cast-In-Place Concrete scope of work and all related work pertaining to plans and specifications.
- l. Insure 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 reestablished 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 reestablish in proper working order. All repairs to the irrigation lines will be with schedule 40 pipe and schedule 80 fittings. This contractor will maintain watering to all trees and grass along the perimeter of construction site.
- m. 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 Concrete Mix, Fire water, Chilled Supply and Return Water, Domestic, and irrigation Water and other 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, communication, UG pathways and any other UG Utility lines. All displaced soils will be coordinated with the Construction Manager for remaining on site and stockpiled in the proper location.
- n. This contractor will conduct weekly meetings 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 Manager to each and every construction weekly meeting. This will also include all special

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coordination meetings: i.e. Original Lay Out coordination meeting for grading, concrete, utilities, and structural, Rough Opening and backing meetings, an erection plan and meeting, imbed coordination meeting, Low Voltage coordination meeting, MEP coordination meeting with the Structural Engineer-Architect-Steel contractor, Attic Space coordination meeting, pre-roofing conference with the Roofing Manufacturer representative, all metal cladding backing and installation coordination meetings, etc..

- o. This contractor will provide all subcontractor agreements and purchase orders as soon as they are executed and no later than 45 days from the notice of award.

### **B. SITE LOGISTICS:**

1. Provide a certified survey in .DWG CAD format by a California Licensed Certified Surveyor for all layout prior to actual performance of the work shown in the plans for this project and for As-Built drawings of this project.
2. All construction fencing for this project is included within the base bid and will be laid out to maximize the area per the plans and the Laydown Site Map included at the end of this section 01 01 00. Contractor will have the sole responsibility to include all over excavation requirements for all fencing layout and installation that is part of the project. From time to time throughout the project, this contractor may be required to relocate the temporary fencing to accommodate District access.
3. All security required for this project will be provided by this contractor and will coordinate with the Campus Police. If necessary, this contractor will hire a full time security guard to protect the site from theft, vandalism, etc.
4. This contractor will have the sole responsibility of ensuring that campus access from Greenleaf is always open for staff and students.
5. This contractor will hire Util-Locate to ensure that all underground utilities are properly identified and to update the existing Util-Locate main campus record drawing. See the Construction Manager for the existing Util-Locate map for reference only.
  - a. This contractor will identify all utilities to the demolition areas and insure that all utilities are properly capped and safe-off.
  - b. Any and all utilities that are found within the work area must be properly identified and capped or rerouted if the utility is needed for the buildings that are to remain occupied.
6. 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.
7. **This contractor understands that this contract and construction will be conducted under the Occupied Site Protocol. All**

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activities: i.e. Deliveries, Parking, Staging, outside of the designated work area must be scheduled and approved by the District a week 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.

8. **Utility Safe Off.** This contractor is aware and knows that there are utilities within the over excavation area and will identify, confirm, safe off and/or redirect said utilities so as not to disrupt the district's operations. There will be a mandatory meeting during the mobilization phase of the contract.

9. This contract will be performed at the same time as Instructional Building 1 and Instructional Building 2 on campus and it will be the responsibility of this contractor to coordinate with both of the other contractors relating to personnel, equipment deliveries, and material deliveries to all locations to ensure no effect to the construction schedules.

10. This contractor will include within their base bid any and all overtime to complete this project on schedule.

### C. **DEMOLITION AND ENVIRONMENTAL ABATEMENT**

1. This contractor will comply and provide all Lead abatement of the existing building windows only as specified within the Bainbridge Report provided within the documents and within their base bid. **All other abatement in the Bainbridge Report has been completed under a separate contract.** All required certifications will be provided by this contractor so as not to affect the progress of the demolition contractor also provided by this contract.

2. This contractor will coordinate and sequence the abatement and demolition contractor to ensure that the demolition is not delayed by the abatement contractor as shown in the schedule within Specification Section Number 01 43 80.

3. This contractor will be responsible and has included within their base bid the demolition of all Concrete Pylons within the over-excavation area for the new building. This demolition will be a minimum of 2 feet below the bottom of the over-excavation area.

4. Provide all Site Clearing and Selective Demolition and all work pertaining to plans and specification to include the removal of all trees, shrubs and vegetation from the site.

5. All utilities discovered under and around the demolished building will appear on this contractors certified As-Builts for future reference.

### D. **GRADING AND DIRT MANAGEMENT**

1. Provide all Earthwork and other related work pertaining to plans and specifications, and soils report.

2. This contractor is aware of the Concrete Pylons within the over excavation area and has included the removal of these Concrete Pylons within the base bid of this contract.

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3 All dirt removed and replaced will be managed and remain within the confines of this project and the work area. If there is any dirt that needs to be removed and temporarily stock piled, the contractor will work with the Construction Manager for an appropriate location on campus.

4. This contractor will have sole responsibility of removing all vegetation from the work area to an offsite location. All clean soil left over from this scope of work will be placed on site at the direction of the construction manager for the District.

### E. PROVIDE ACCURATE VERTICAL AND HORIZONTAL CONTROLS

1. Establish Bench Mark for Vertical and Horizontal Controls. Coordinate with IB1 & IB2 benchmarks if necessary. (also see B.1 of this Scope of Work for requirements).
2. Establish finish elevations for the slab and over excavation requirements throughout the over excavation process.
3. Monitor and confirm elevations for steel, metal, and masonry installation with progress reports and verification.
4. Certify exterior rough grade and site work finish grades.
5. Confirm and certify electrical conduit and cable run to the project electrical service.
6. Provide certified As-Builts in .DWG CAD format.

### F. SCHEDULES

1. This contractor will adhere to Specification Section 01 43 80 for all milestone dates and targets within its schedule submittal.
2. This contractor will ensure that all subcontractors are adhering to the same schedule.
3. To maintain the construction schedule it will be imperative to have the steel contractor break up its submittal to include an early submittal for all steel under finish floor to be submitted early to ensure that the construction schedule is met.
4. This contractor will complete the exterior of the building, less metal cladding, in time to allow sufficient time for the final measurement, manufacturing, delivery, and installation of all the metal cladding within the construction schedule located specification section 01 43 80.

### 2. ALLOWANCE:

**This contractor is to add an allowance of \$500,000.00 in their base bid. The allowance shall be listed as a line item in the schedule of values.**

The allowance is to be utilized at the discretion of the District through the Construction Manager. The Construction Manager shall be informed of any additional work for validation and for authorization from the District to use the allowance or portion of the allowance for the work. The Construction manager will document the proposed work, (via the AUR form) which will be performed on a time and material basis, not to exceed if such claim is valid. If this allowance is not exhausted by end of this contractor's contract, a deductive change order will be prepared for any portion of the allowance not

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used. The allowance shall be listed as a line item on the contractor's schedule of values.

3. **ADD/DEDUCTIVE ALTERNATE:**  
There are no add/deductive alternates to this project.
  
4. **TEMPORARY FACILITIES:** This Contractor will have sole responsibility for providing all required temporary services of toilets, water, safety, construction access, and temporary fencing for this contract. These temporary facilities include but are not limited to self-contained toilet units / sanitary facilities, 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 flagman/flagmen with phone/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.
  
5. **ADDITIONAL INFORMATION:** The following is additional information, instructions and detailed requirements for this Contractors scope of work as identified.
  - a. Provide all shop drawings and submittals so as to not cause any delays to any portion of the construction schedule and in compliance with Specification Section 01 43 80. All delays for not complying with the procurement schedule will be referred to delay claims by the District to the Contractor per the general and special conditions.

This Contractor is to adhere to the following submittal schedule shown as Calendar Days.

1. Executed contract.	Ten (10) Days from the District's issuance of a Notice to Proceed.
2. Submittals	Twenty Five (25) Days from the District's issuance of a Notice to Proceed
3. Shop Drawings Schedule	Forty Five (45) 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	Forty Five (45) Days from the District's

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long lead and special inspection requirements.	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.	Fifteen (15) Days from the District's issuance of a Notice to Proceed
8. Commissioning, Warranty, Closeout and punch list schedule.	Thirty Five (35) Days from the District's issuance of a Notice to Proceed.

- b. This Contractor is responsible for all barricades, or other types of protection necessary to prevent damage to existing improvements indicated to remain. This contractor is to ensure that the site is secured at all times by usage of barricades, fencing & gates w/locks, and any other means required on a daily basis to prevent entrance by unauthorized personnel. 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.
- c. This Contractor will immediately, after award of contract, set up a meeting with the Districts Facilities Department to review the entire irrigation layout around the scope of work for this contract. Insure protection of existing site concrete flatwork, curb and gutter, sidewalks, benches, railings, pathways, landscaping, irrigation, planting areas, trees, breaking or skinning of roots, skinning and bruising of bark, smothering of trees, shrubs, and ground cover. No stockpiling of construction materials or excavated materials within planters and landscaped areas. No excess foot or vehicular traffic, or parking of vehicles within planters and landscaped areas during the demolition and construction stage of this project through to project acceptance by the owner. Any damage to the above is to be corrected / repaired by this Contractor at no additional cost to the District. Any repairs will be like for like.
- d. 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 inside of pipes and fittings free of dirt and debris.

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- e. Storm drains shall be staked by a Land Surveyor licensed to practice in the state of California.
- f. 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 to be 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.
- g. Drain lines, including trenches, shall be protected from damage during the entire construction period. This Contractor is responsible to replace or rework damaged portion of the work at no cost to the Owner.
- h. Provide all dust, wind erosion control and street cleaning throughout the entire duration of this project and for this Contractor's scope of work.
- i. Provide all labor, material, equipment for the installation, per the plans and specification sections.
- j. All costs for repairs due to this Contractor's negligence shall be borne by this Contractor without impact to the approved construction schedule and without additional cost to the District.
- k. 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. 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 Contractor's contract accordingly.
- l. 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



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this contractor's scope of work. Cleaning up must have the District's final approval through the Construction Manager.

- m. This Contractor shall coordinate his work with that of other District contractors, subcontractors and work by the District as necessary. All potential space conflicts are to be identified during the bidding and field investigation process. If a field space conflict is encountered, it shall be reworked or rerouted at no additional cost, and only a scope change by the Architect will be considered for contract price adjustment.
- n. Revisions/Updating Contract Documents - This Contractor is responsible to immediately update all field and office sets of contract documents upon receipt of any revised instructions. This includes addenda, revised drawings, "RFI" responses, bulletins, etc. This Contractor shall insert, "cut and paste", revise with red ink or other suitable methods denoting the most current construction documents. **Payments to the contractor shall be withheld until drawings are updated.**
- o. Record Drawings - This Contractor shall maintain and update all changes in the work on the Contractor's record drawing set in the field office. All entries must be made and reviewed by the Construction Manager and Project Inspector. **Monthly progress payments will not be paid until this requirement is complied with.** If applicable, this Contractor shall use the contract specifications as a minimum guideline standard. This Contractor shall pay the cost for the final issue of reproducible record drawings.
- p. Deviation From Design - This Contractor shall NOT deviate from the design required by the contract documents unless the design violates code requirements or the design is unfeasible. If a design condition warrants a change, then this Contractor shall issue a "Request for Information" pursuant to the terms of the Request for Information article in this exhibit; prior to the work being performed so as to not delay work.
- q. 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

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titles and telephone numbers. Emergency telephone numbers shall also be provided for the after hour use by the District.

- r. This Contractor agrees to provide a minimum of one competent English speaking skilled foreman or superintendent who shall be present at all times during execution of this Contractor's work. Failure to provide adequate Project Management or Superintending shall result in an assessment of Construction Management costs levied to have the Construction Manager coordinate and manage contractors / subcontractor's work. In no event shall Construction Manager be liable for any costs associated with this Contractors lack of supervision. This Contractor agrees to use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work.
- s. Provide timely requests for clarifications and other information to allow reasonable response time and avoid delay to the construction schedule.
- t. Provide all hoisting necessary for this Contractors entire scope of work.
- u. Schedule shall be in accordance with District approved construction milestone schedule provided in Section 01 43 80 and all subsequent revisions.
- v. This contractor is to address punch list, final clean up, and closeout, per the contract construction schedule and or the District's desire for occupancy. This contractor agrees that delays to completion of punch list and closeout would constitute a delay in project completion and therefore this contractor shall be subject to the assessment of liquidated damages per the Contract Documents.
- w. Existing Site Conditions: This Contractor shall make a thorough examination of the site to determine all existing conditions affecting the work prior to beginning any work under this Contractor. All conflicts within the contract documents and existing conditions are to be brought to the attention of the Construction Manager during the bidding process by way of the pre-bid clarification form issued at the job walk. Any claims for changes in scope or claims for additional compensation will not be considered for this contractor's failure to notify the Construction Manager of such a conflict/discrepancy.

# COMPTON COMMUNITY COLLEGE DISTRICT

x. Location of Site:

Compton Community College District  
1111 E. Artesia Blvd.  
Compton, CA. 90221

## 1.3 CONTRACT METHOD:

A. Construct the Work under a single Lump Sum Contract with a Schedule of Values identifying all scope of work.

## 1.4 CONTRACTOR USE OF PREMISES:

**A. Contractor shall have use of the premises for the execution of the work. This contractor understands that this contract and construction will be conducted under the Occupied Site Protocol. All activities: i.e. Deliveries, Parking, Staging, outside of the designated work area must be scheduled and approved by the District a week 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.**

B. Work Week and Job Hours - Work hours are subject to standard construction hours per the Ordinance set by the City of Compton, CA. Contractor is expected to work weekends and holidays, as necessary, to complete the work within the specified time of completion without any additional cost to the District. If the contractor plans to work off hours and/or weekends at times during the course of the project, this contractor needs to notify the Construction Manager (PCM3) a minimum of forty eight (48) hours in advance. All weekends, holidays, or irregular hours worked must be supervised by the Construction Manager and be in compliance with local ordinances. Coordinate use of the premises under the direction of the Construction Manager.

C. This Contractor shall enforce that all persons working on the site use only non-permanent markers, tapes and tags to indicate construction techniques and instructions, on construction in progress, and on existing construction. This includes markings on exterior and interior of building and on walks, curbs, walls and other site surfaces. Where work is damaged or defaced by use of permanent marking devices, such work will be subject to cleaning, repair or replacement, as the Architect may require.

## COMPTON COMMUNITY COLLEGE DISTRICT

- D. Move any stored products under This Contractor's control that interferes with the operations of the Owner and/or any other Contractor that is on a separate contract.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.
- F. This Contractor shall assume all responsibility for parking his own and his subcontractor's vehicles at the direction of the Construction Manager. Contractor shall direct all material deliveries to the construction gate.
- G. Theft: If any person working on the contract should engage in theft of money, property, supplies, equipment, food, or any other item, whether from the District's personnel, students, facilities, employees, visitors, or from another of the Contractor's personnel or subcontractors, will be immediately and permanently dismissed from the site.
- H. All District property is smoke free, drug free, alcohol free, weapons free and graffiti free. This Contractor shall enforce these rules with his crew, subcontractors and suppliers.
- I. All contractors must comply with the District's policies regarding worker conduct and security, including fingerprinting and badging requirements as per the "Agreement for Compliance with education Code 45125.1"
- J. **SWPPP/Erosion Control:** This Contractor shall install and comply with the Erosion Control Measures/Storm Water Pollution Prevention Plan in accordance with all local and state agency standards and as identified in the contract documents regarding erosion control. The Contractor shall be responsible for installing all erosion control features and maintaining in a good condition for the duration of the project, as deemed reasonable by local and state agency standards until the project is completed. This Contractor shall provide and maintain at all times during construction all necessary pumping and other devices with which to promptly remove and properly dispose of all water from rainfall run-off entering the excavations or other parts of the work. Erosion control devices shall not be removed or modified without the written approval of the Engineer. After a rainstorm, trenching, directional boring etc., all silt and debris shall be removed from check berms and desilting basins. Any erosion protection measures damaged during a rainstorm shall be immediately repaired. Any drainage ditch or earthen walled storm drain channels that are adjacent to a pipeline trench or within the limits of the work if damaged or altered shall be reshaped to the satisfaction of the Owner. If erosion

## **COMPTON COMMUNITY COLLEGE DISTRICT**

control problems occur, this Contractor shall correct the condition immediately and prior to receiving a correction notice from the Owner. If a notice is issued and the erosion problem is not corrected, the Owner will proceed to have the defects repaired, and all costs incurred will be deducted from the Contractor's progress payments

All costs for the requirements in this section shall be included in the contract unit or lump sum prices for such work appurtenant thereto, and no additional allowance will be made therefore. One half of the cost of the erosion control work will be withheld until after all erosion control features are removed and all affected areas are cleaned and restored.

**END OF SECTION**

# LEAD-BASED PAINT PROJECT SPECIFICATIONS

For:

**COMPTON COMMUNITY COLLEGE  
BUILDING B (OLD LIBRARY)  
1111 EAST ARTESIA BOULEVARD  
COMPTON, CALIFORNIA 90221**

PRESENTED TO:



**Compton Community College District  
1111 East Artesia Boulevard  
Compton, California 90221**

PRESENTED BY:



1322 Bell Avenue, Suite 1N  
Tustin, CA 92780  
Phone: 714-247-0024  
Fax: 714-247-0025

Bainbridge Project # 17076108.20  
July 13, 2017

## LEAD ABATEMENT

### PART 1 – GENERAL

The work required to be performed by the Contractor comprises the following:

**Project Title:** Building B (Old Library)

**Client:** Compton Community College District

**Location:** 1111 East Artesia Boulevard, Compton, California 90221

#### 1.1 WORK DESCRIPTION

The work included consists of furnishing labor, materials, permits, equipment, services, insurance including but not limited to the handling and transportation and disposal of lead-containing materials and waste resulting from the removal of lead-containing materials in various areas. This work shall be conducted by a licensed abatement contractor and certified personnel in accordance with all applicable Federal, State, and local regulations.

- A. Materials and their quantities to be abated shall be verified by the General Contractor/Abatement Contractor prior to the abatement work. Abatement work shall be cross-referenced and shall be coordinated with Compton Community College District. Refer to Bainbridge’s Comprehensive Asbestos and Lead-Based Paint Survey Report for Compton Community College District – Building B (Old Library) dated July 13, 2017 for a full and complete description of the materials and locations surveyed. The lead-containing materials to be abated and their general location(s) and estimated quantities are as follows:

#### **BUILDING B (Old Library):**

##### **Lead-based Paint**

XL No.	Side	Building	Room	Source	Substrate	Color	Results	Positive	Approx. Quantity
							mg/cm <sup>2</sup>	Negative	
4	A	B	Library	Support Column	Plaster	Purple	1.0	POSITIVE	600 Sq. Ft.
10	D	B	Library	Window Sash	Metal	Purple	0.7	POSITIVE	1,600 Sq. Ft.
13	C	B	Library	Support Column	Concrete	Purple	1.3	POSITIVE	See XL No. 4
44	A	B	Faculty Women’s Restroom	Sink	Porcelain	White	5.8	POSITIVE	6 Sinks
54	A	B	Classroom	Stairwell Post	Metal	Grey	1.6	POSITIVE	50 Sq. Ft.
55	A	B	Classroom	Stairwell Rail	Metal	Grey	1.0	POSITIVE	50 Sq. Ft.
58	A	B	Upper Library	Stairwell Rail	Metal	Grey	1.9	POSITIVE	See XL No. 54

#### **LEAD ABATEMENT**

In the event that other materials are found to be similar or homogenous to the materials sampled, those similar or homogenous materials will be considered assumed lead-based paint containing materials. Approximate quantities are for general information only, not for bidding purpose. Prior to bid, the contractor is responsible for field quantification and verification of all identified and/or assumed lead-based paint materials.

In the event that other suspect building materials (not included in this survey report) are discovered and have the potential to be impacted or disturbed during construction, renovation and/or demolition activities; those suspect building materials will be considered lead-containing until a State Certified, Lead-based Paint Inspector/Assessor is retained to determine lead content of those materials.

Currently, the State of California, HUD, and the Environmental Protection Agency (EPA) define lead-based paint as paint or other surface coating with lead content equal to or greater than 1.0 milligram per square centimeter ( $\text{mg}/\text{cm}^2$ ), 0.5% by weight or 5,000 parts per million lead on the surface area.

- A. Currently, the State of California, the U.S Department of Housing and Urban Development (HUD), and the Environmental Protection Agency (EPA) define lead-based paint as paint or other surface coating with lead content equal to or greater than 1.0 milligram per square centimeter ( $\text{mg}/\text{cm}^2$ ), 0.5% by weight and/or 5,000 parts per million lead on the surface area. However, The County of Los Angeles Department of Health Services (DHS) defines Lead-Based Paint as any paint or surface coating with concentrations of lead at or above 0.7 milligram per square centimeter ( $\text{mg}/\text{cm}^2$ ). Based on the location of the subject property in Los Angeles County the "abatement level" (threshold) setting of 0.7  $\text{mg}/\text{cm}^2$  will be used for this project.
- B. Lead abatement observation services shall be conducted by a third party consultant and shall be contracted directly by COMPTON COMMUNITY COLLEGE DISTRICT

## 1.2 REFERENCES

- A. The references listed are made a part of this specification to the extent referenced.

### AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI Z9.2	1979 Fundamentals Governing the Design and Operation of Local Exhaust Systems
ANSI Z88.2	1980 Respiratory Protection

HUD GUIDELINES	Guidelines for the Evaluation and Control of Lead containing materials Hazards in Housing 1995
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## LEAD ABATEMENT



Title X (Residential Lead containing materials Hazard Reduction Act of 1992) of Housing and Community Development Act of 1992

#### CALIFORNIA CODE OF REGULATIONS (CCR)

8 CCR Section 1532.1 – Lead in Construction Standard  
17 CCR Division 1, Chapter 8 – Accreditation, Certification and Work Practices for Lead Based- Paint and Lead Hazards  
22 CCR California Code of Regulations – Hazardous Waste Requirements

#### CODE OF FEDERAL REGULATIONS (CFR)

29 CFR 1910 General Industry Standards  
29 CFR 1910.1025 Lead Standard for General Industry  
29 CFR 1910.134 Respiratory Protection  
29 CFR 1910.1200 Hazard Communication  
29 CFR 1910.245 Specifications for Accident Prevention (Sign and Tags)  
29 CFR 1926 Construction Industry Standards  
29 CFR 1926.55 Gases, Vapors, Fumes, Dusts, and Mists  
29 CFR 1926.57 Ventilation  
29 CFR 1926.62 Construction Industry Lead Standard  
36 CFR 68 The Secretary of the Interior's Standards for the Treatment of Historic Properties. Washington, DC: US Department of the Interior, National Park Service, 1992.  
40 CFR 260 Hazardous Waste Management Systems: General  
40 CFR 261 Identification and Listing of Hazardous Waste  
40 CFR 262 Generators of Hazardous Waste  
40 CFR 263 Transporters of Hazardous Waste  
40 CFR 264 States and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities  
40 CFR 265 Interim Status and Standards for States and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities  
40 CFR 268 Land Disposal Restrictions  
40 CFR 172 Hazardous Materials Tables and Hazardous Materials Communications Regulations  
40 CFR 178 Shipping Container Specification

#### UNDERWRITERS LABORATORIES INC. (UL)

UL 586 1990 High-Efficiency, Particulate, Air Filter Units

#### LEAD ABATEMENT

### 1.3 CODES AND REGULATIONS

A. In addition to the requirements of this specification, comply with the following:

1.4.1 Clean Air Act (CAA) 40 CFR 52.

1.4.2 South Coast Air Quality Management District's (SCAQMD) Rule 1420.

### 1.5 GENERAL DESCRIPTION

The work includes the removal of lead hazards and coatings from surfaces scheduled to be impacted by the rehabilitation and demolition activities. Abate all lead containing materials hazards in accordance with these specifications and in accordance with all applicable regulations as noted herein. Additionally, the contractor will dispose of all debris.

### 1.6 QUALITY ASSURANCE

#### 1.6.1 Medical Examinations

Before exposure to lead-contaminated dust, provide workers with a comprehensive medical examination as required by 8 CCR 1532.1, 29 CFR 1910.1025 and 29 CFR 1910.1200. The examination will not be required if adequate records show that employees have been examined as required by 8 CCR 1532.1, and 29 CFR 1910.1025 within the last year.

#### 1.6.2 Medical Records

Maintain completed and accurate medical records of employees for a period of at least 40 years or for the duration of employment plus 20 years, whichever is longer.

#### 1.6.3 Personnel Training

Train each employee performing paint removal and disposal in accordance with 17 CCR Div. 1 Chapter 8, 8 CCR 1532.1, and 29 CFR 1910.1025. Provide certificates for employee stating that the employee has received training.

#### 1.6.4 Respiratory Protection Program

- A. Furnish each employee required to wear a negative pressure respirator or other appropriate type with a respirator fit at the time of initial fitting and at least every 6 months thereafter as required by 8 CCR 1532.1 and 29 CFR 1910.1025.
- B. Establish and implement a respiratory protection program as required by ANSI Z88.2, 29 CFR 1910.134, 29 CFR 1910.1025 and 29 CFR 1926.55.

## LEAD ABATEMENT

### 1.6.5 Hazard Communication Program

Establish and implement a Hazard Communication Program as required by 29 CFR 1910.1200.

### 1.6.6 Hazardous Waste Management

The Hazard Waste Management plan shall comply with applicable requirements of federal, state, and local hazardous waste regulations and shall address:

- A. Identification of hazardous wastes associated with the work.
- B. Estimated quantities of wastes to be generated and disposed of.
- C. Names and qualifications of the contractor transporting, storing, treating, and disposing of the waste. Include the facility location and a 24-hour point of contact with name, address and telephone number. Identify what EPA, state and local hazardous waste permits are required to authorize/permit the transport, storage treatment and/or disposal of the hazardous materials and provide proof that the Contractor has obtained the required permits. Include EPA identification number, with expiration date.
- D. Names and qualifications (experience and training) of personnel who will be working on-site with hazardous wastes.
- E. Spill prevention, containment, and cleanup contingency measures to be implemented.
- F. Work plan and schedule for waste containment, removal and disposal. Waste shall be cleaned up and containerized daily.

### 1.6.7 Ambient Air Monitoring

Periodic ambient air monitoring shall be conducted using air-sampling equipment set between and downwind of the work area.

## 1.7 SUBMITTALS

Submit all required documents for the identification and confirmation for training, lead-paint medical examinations and the respiratory protection program of workers for this contract per the requirements by COMPTON COMMUNITY COLLEGE DISTRICT.

## LEAD ABATEMENT

Also, submit the following:

#### 1.7.1 Manufacturer's Catalog Data

- A. Vacuum Filters
- B. Respirators
- C. Instructions

#### 1.7.2 Lead Containing Material Removal Plan

The Contractor must submit a detailed job-specific plan of the work procedures to be used in the removal of lead containing materials and lead hazards. The plan shall include a sketch showing the location, size, and details of lead control areas, location and details of decontamination rooms, change rooms, shower facilities, and mechanical ventilation system. Include in the plan, eating, drinking, smoking and restroom procedures, interface of trades, sequencing of lead related work, collected wastewater and paint debris disposal plan, air sampling plan, respirators, protective equipment, and a detailed description of the method of containment of the operation to ensure that airborne lead concentrations of 30 micrograms per cubic meter of air are not exceeded outside of the lead control area.

- A. Notification - Submit form 8551 to The California Department of Health Services with a copy to COMPTON COMMUNITY COLLEGE DISTRICT's Representative within 5 working days prior to the start of any lead removal work, as required by 17 CCR Div. 1 Chapter 8.
- B. Notify COMPTON COMMUNITY COLLEGE DISTRICT in writing 10 calendar days prior to the start of any lead removal work.

### 1.8 EQUIPMENT

#### 1.8.1 Respirators

Furnish appropriate respirators approved by NIOSH, for use in atmospheres containing lead dust. Respirators shall comply with the requirements of 8 CCR 1532.1 and 29 CFR 1910.1025.

#### 1.8.2 Special Protective Clothing

Furnish personnel who will be exposed to lead-contaminated dust with appropriate disposable protective whole body clothing, head covering, gloves, and foot coverings. Furnish appropriate disposable plastic or rubber gloves to protect hands.

## LEAD ABATEMENT

### 1.8.3 Rental Equipment Notification

If rental equipment is to be used during lead containing material handling and disposal, notify the rental agency in writing concerning the intended use of the equipment. Furnish a copy of the written notification to COMPTON COMMUNITY COLLEGE DISTRICT.

## PART 2 PRODUCTS

### 2.1 LEAD CONTAINING MATERIAL REMOVAL PRODUCTS

Submit applicable Material Safety Data Sheets for lead removal products used in removal work. Use the least toxic product acceptable to COMPTON COMMUNITY COLLEGE DISTRICT. Conform to 29 CFR 1926.57 for ventilation.

### 2.2 ENCAPSULATING SEALER (WHERE APPLICABLE)

Shall be a penetrating or bridging type, pollution-free sealer. Shall be L-B-C Lead Encapsulant brand or equal. Product shall have the lowest shell thickness for wall restoration work. Submit applicable Material Safety Data Sheets for seal coating. Use the least toxic product acceptable to COMPTON COMMUNITY COLLEGE DISTRICT. Conform to 29 CFR 1926.57 for ventilation.

## PART 3 EXECUTION

### 3.1 PROTECTION

#### 3.1.1 Lead Control Area Requirements

- A. Establish a lead control area by completely enclosing the area or structure where lead-containing material removal operations will be performed.
- B. Contain removal operations by the use of a negative pressure full containment system with at least one change room and with HEPA filtered exhaust.
- C. Verify that personnel are not in building affected areas at the time of lead material removal.

#### 3.1.2 Protection of Existing Work to Remain

Perform lead material removal work without damage or contamination of adjacent areas. Where existing work is damaged or contaminated, restore work to its original condition.

#### 3.1.3 Boundary Requirements

Provide physical boundaries around the lead control area by demarcating the area designated in the Contractor's Lead Containing Material Removal Plan, providing

#### **LEAD ABATEMENT**

curtains, portable partitions or other enclosures to ensure that airborne concentrations of lead will not reach 30 micrograms per cubic meter of air outside of the lead control area.

### 3.1.4 Heating, Ventilating and Air Conditioning (HVAC) Systems

Shut down, lock out, and isolate HVAC systems that supply, exhaust, or supply through the lead control area. Seal intake and exhaust vents in the lead control area with 6-mil plastic sheet and tape. Seal seams in HVAC components that pass through the lead control area.

### 3.1.5 Change Room and Shower Facilities

Provide clean change rooms and shower facilities within the physical boundary around the designated lead control area in accordance with requirements of 8 CCR 1532.1 and 29 CFR 1910.1025.

### 3.1.6 Mechanical Ventilation System

- A. Use adequate ventilation to control personnel exposure to lead in accordance with 29 CFR 1926.57.
- B. To the extent feasible, use fixed local exhaust ventilation connected to HEPA filters. Local exhaust ventilation systems shall be designed, constructed, installed, and maintained in accordance with ANSI Z9.2.

### 3.1.7 Personnel Protection

Personnel shall wear and use protective clothing and equipment as specified herein. Eating, smoking, or drinking is not permitted in the lead control area. No one will be permitted in the lead control area unless they have appropriate training and protective equipment.

### 3.1.8 Warning Signs

Provide warning signs at approaches to lead control areas. Locate signs at such a distance that personnel may read the sign and take the necessary precautions before entering the area. Signs shall comply with the requirements of 8 CCR 1532.1 and 29 CFR 1910.1025. Signs shall be in both English and Spanish. Signs shall be at least 20" x 14" with bold lettering not smaller than 2" in size. Signs shall read as follows:

**WARNING  
LEAD REMOVAL HAZARD  
UNAUTHORIZED ENTRY PROHIBITED  
NO SMOKING, EATING OR DRINKING ALLOWED IN THE WORK AREA**

**LEAD ABATEMENT**

## 3.2 WORK PROCEDURES

Perform removal of lead containing material in accordance with approved lead-containing material removal plan. Use procedures and equipment required to limit occupational and environmental exposure to lead when lead containing materials are removed in accordance with 29 CFR 1910.1025, except as specified herein. Dispose of removed materials and associated waste in compliance with Environmental Protection Agency (EPA), federal, state, and local requirements.

### 3.2.1 Monitoring

Monitoring of airborne concentrations of lead shall be in accordance with 8 CCR 1532.1 and 29 CFR 1910.1025 and as specified herein. Air monitoring, testing, and reporting shall be performed by a California Department of Health Services certified project monitor.

- A. The project monitor shall be on the job site to provide inspections of the lead containing materials removal work to ensure that the requirements of the Contract have been satisfied during the entire lead containing materials removal operation.
- B. Collect air samples and submit results of air monitoring samples within 48 hours after the air samples are collected. Notify COMPTON COMMUNITY COLLEGE DISTRICT or COMPTON COMMUNITY COLLEGE DISTRICT's Representative immediately of exposure to lead at or in excess of the action level of 30 micrograms per cubic meter of air outside of the lead control area.

### 3.2.2 Monitoring During Lead Removal Work

Perform area monitoring during the lead containing material removal operation. Sufficient area monitoring shall be conducted at the physical boundary to ensure unprotected personnel are not exposed above 30 micrograms per cubic meter of air at all times. If the outside boundary lead levels are at or exceed 30 micrograms per cubic meter of air, work shall be stopped and the Project Monitor shall notify the contractor to immediately correct the condition(s) causing the increased levels and notify the School District immediately. The Project Monitor shall review the sampling data collected on that day to determine if condition(s) requires any further change in work methods. Removal work shall resume when approval is given by the Project Monitor. The Contractor shall control the lead level outside of the work boundary to less than 30 micrograms per cubic meter of air at all times. As a minimum, conduct area monitoring daily on each shift in which lead removal operations are performed in areas immediately adjacent to the lead control taken on the downwind side of the lead control area.

If adjacent areas are contaminated, clean, visually inspect and take wipe samples (if applicable) of the contaminated areas. The Project Monitor shall certify that the area has been cleaned of lead contamination.

## LEAD ABATEMENT

### 3.2.3 Clearance Testing and Standards

At the completion of lead abatement, final cleaning and waste removal, the project monitor will collect the necessary clearance samples as required by the HUD Guidelines and/or 17 CCR Div. 1 Chapter 8.

## 3.3 LEAD PAINT CONTAINING MATERIAL REMOVAL

Lead removal shall be performed in accordance with the accepted Contractor's Lead Removal Plan as modified and approved by COMPTON COMMUNITY COLLEGE DISTRICT. The lead removal plan shall comply with all applicable regulations noted in this specification. The plan shall address the method and procedures for the removal and/or stabilization of lead paint containing materials.

### 3.3.1 Selection of Removal Process

Select paint removal processes to minimize contamination of work areas with lead-contaminated dust or other lead-contaminated debris/waste. The following paint removal is unacceptable:

- A. Gas-fired open-flame burning.
- B. Grinding or sanding.
- C. Uncontained water blasting.
- D. Open abrasive blasting.

### 3.3.2 Surface Preparation

Avoid flash rusting or other deterioration of the substrate. Provide surface preparations for painting in accordance with COMPTON COMMUNITY COLLEGE DISTRICT's requirements.

## 3.4 CLEANUP AND DISPOSAL

### 3.4.1 Cleanup

Maintain surfaces of the lead control area free of accumulations of debris and dust. Restrict the spread of dust and debris; keep waste from being distributed outside the work area. Do not dry sweep or use compressed air to clean up the area. At the end of each shift and when the paint removal operation has been completed, clean the area of visible lead paint contamination by vacuuming with a HEPA filtered vacuum cleaner.

## LEAD ABATEMENT



### 3.4.2 Testing of Lead-Containing Paint Residue and Used Abrasive

- A. Perform testing of lead-containing materials residue and used chemicals remover where indicated or when directed by COMPTON COMMUNITY COLLEGE DISTRICT, in accordance with 40 CFR 261 and TITLE 22 for hazardous waste.

### 3.4.3 Disposal

A third-party, independent consulting company (Bainbridge) will perform lead-waste characterization testing (TTLC/STLC) of abated lead-containing materials to determine Federal and State waste disposal requirements. Contingent upon waste characterization results; lead-containing waste disposal will be conducted as follows:

- A. Collect lead-contaminated waste, scrap, debris, bags, containers, equipment, and lead-contaminated clothing, which may produce airborne concentrations of lead particles. Label the containers in accordance with 29 CFR 1910.1025. Dispose of lead-contaminated waste material at an EPA, CCR and California Administrative Code (CAC) TITLE 22 approved hazardous waste treatment, storage, or disposal facility.
- B. Store waste materials in U.S. Department of Transportation (49 CFR 178) approved 55-gallon drums. Properly label each drum to identify the type of waste (49 CFR 172) and the date the drum was filled. COMPTON COMMUNITY COLLEGE DISTRICT or COMPTON COMMUNITY COLLEGE DISTRICT's Representative will assign an area for interim storage of waste-containing drums. Do not store hazardous waste drums in interim storage longer than 90 calendar days from the date affixed to each drum.
- C. Handle, store, transport and dispose lead or lead-contaminated waste in accordance with 40 CFR 260 through 40 CFR 265. Comply with land disposal restriction and notification as required by 40 CFR 268.

### 3.4.4 Disposal Documentation

Submit written evidence that the hazardous waste treatment, storage, or disposal facility (TSD) is approved for lead disposal by the EPA and state or local regulatory agencies. Submit one copy of the completed manifest, signed and dated by the initial transporter in accordance with 40 CFR 262.

### 3.4.5 Payment for Hazardous Waste

Payment for disposal of hazardous waste will not be made until a signed copy of the manifest from the treatment or disposal facility certifying the amount of lead-containing materials delivered is returned and a copy is furnished to COMPTON COMMUNITY COLLEGE DISTRICT.

## LEAD ABATEMENT

#### 4.0 DEFINITIONS

- A. Action Level for Airborne Lead Concentrations -- Employee exposure, without regard to use of respirators, to an airborne concentration of lead of 30 micrograms per cubic meter of air averaged over an 8-hour period. As used in this section, "30 micrograms per cubic meter of air" refers to the action level.
- B. Area monitoring -- Sampling of lead concentrations within the lead control area and inside the physical boundaries of the work area.
- C. Physical Boundary -- Area partitioned off around an enclosed lead control area to limit unauthorized entry of personnel.
- D. Project Monitor -- As used in this section, refers to a California Department of Health Services certified project monitor employed by COMPTON COMMUNITY COLLEGE DISTRICT as a third party monitoring service personnel.
- E. Change Rooms and Shower Facilities -- Rooms within the designated physical boundary around the lead control area equipped with separate storage facilities for clean protective work clothing and equipment and for street clothes which prevent cross-contamination.
- F. Decontamination Room -- Room for removal of contaminated personal protective equipment and clothing.
- G. Eight-Hour Time Weighted Average (TWA) -- Airborne concentration of lead averaged over an 8-hour workday to which an employee is exposed.
- H. High Efficiency Particulate Air (HEPA) Filter Equipment -- HEPA filtered vacuuming equipment system capable of collecting and retaining lead-contaminated paint dust.
- I. Lead -- Metallic lead, inorganic lead compounds. Excluded from this definition are other organic lead compounds.
- J. Lead Control Area -- An enclosed area or structure with full containment to prevent the spread of lead dust, paint chips, or debris of lead containing pain removal operations. The lead control area is isolated by physical boundaries to prevent unauthorized entry of personnel.
- K. Lead Permissible Exposure Limit (PEL) -- Fifty micrograms per cubic meter of air in an 8-hour time weighted average as determined by 8 CCR 1532.1 and 29 CFR 1910.1025.
- L. Personal Monitoring -- Sampling of lead concentrations within the breathing zone of an employee to determine the 8-hour time weighted average concentration in

#### LEAD ABATEMENT

accordance with 8 CCR 1532.1 and 29 CFR 1910.1025. Samples shall be representative of the employee's work tasks. Breathing zone shall be considered an area within a hemisphere, forward of the shoulder, with a radius of 6 to 9 inches and the center at the nose or mouth of an employee.

- M. Hazard Abatement: Long-term measures to remove the hazards of lead-based paint through selective paint stripping of deteriorated areas; or, in some cases, replacement of deteriorated features.
- N. Hazard Control: Measures to reduce lead hazards to make housing safe for young children. Can be accomplished with interim (short-term) or hazard abatement (long-term) controls.
- O. Owner: COMPTON COMMUNITY COLLEGE DISTRICT.

**END OF SECTION**

**LEAD ABATEMENT**



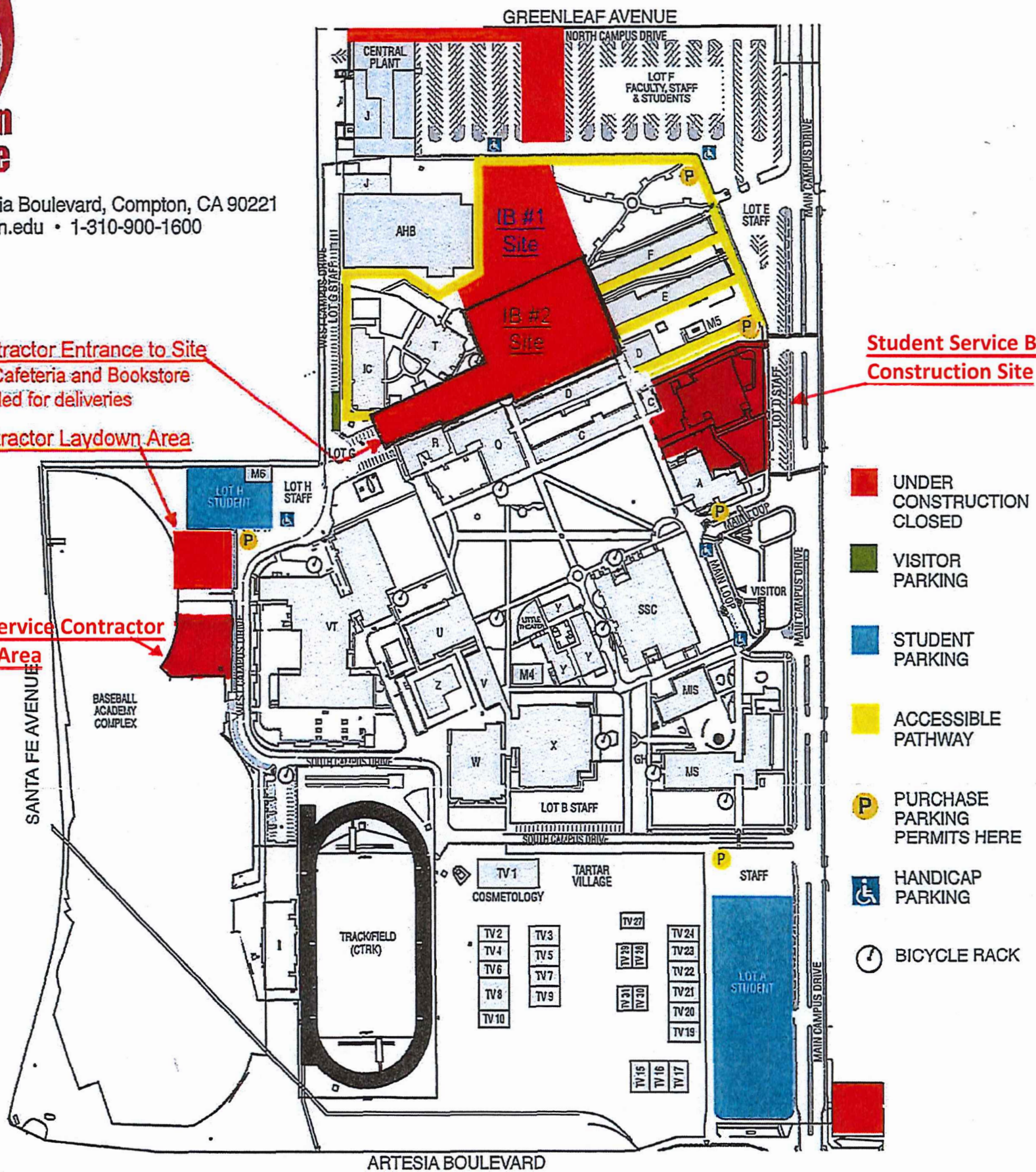
1111 E. Artesia Boulevard, Compton, CA 90221  
www.compton.edu • 1-310-900-1600

**IB #2 Contractor Entrance to Site**  
Access to Cafeteria and Bookstore  
to be provided for deliveries

**IB #2 Contractor Laydown Area**

**Student Service Contractor Laydown Area**

**Student Service Building Construction Site**



### COMPTON COLLEGE

A	Administration, Admissions & Records, Counseling, Dean of Student Services	M4	St. John's Student Health Center
AHB	Allied Health Building, Dean of Student Learning (Health, Natural Sciences & Human Services)	M5	Upward Bound Math & Science
C	Academic Affairs, Bursar's Office, Business Affairs, Human Resources, Vice President Compton College, Print Shop	M6	Bond Trailer
D	Transfer/Career Center	Q	Student Lounge, Cafeteria, Faculty & Staff Lounge
E	Classrooms, Financial Aid, Welcome Center	R	Bookstore, Student Life
F	Classrooms, First Year Experience, Foster & Kinship Care Education	SSC	Library - Student Success Center, Dean of Student Success (Humanities & Mathematics)
G	Classrooms	T	Abel B. Sykes Jr. Child Development Center
GH	Greenhouse	U	EOPS/CARE
IC	Child Development Center - Infant/Toddler Building	V	Campus Police Department (V-72), Classrooms
J	Maintenance, Tradesman, and Shipping & Receiving	VT	Dean of Student Learning (Arts, Social Sciences & Career Technical Education) CaWORKs, Special Resource Center (DSPS)
MS	Math/Science	W	Physical Education, Athletics
MIS	Management Information Systems	X	Gymnasium, Dance
		Y	Music, Theater Arts

1-30-19

# 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 \$500,000.00 Allowance which is to be included in the base bid. This allowance is to be used at the District's discretion.

# 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 School 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 on 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 School 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 School 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 School 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 School 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 School 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 School 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 School District's Proposal Request and Contractor's responsive Proposal as mutually agreed with the School District.
  2. Contractor's Proposal for a change, as recommended by the School District or their authorized agent.
- B. The School 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 School District's definition of the scope of the required changes.
  - 2. Contractor's Proposal for a change, as recommended by the School 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 School 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 School 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 School 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 School 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 School 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 School 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 School District or its authorized representative will determine the allowable cost of such work, as provided in General Conditions and Supplementary Conditions.
- D. The School 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 School 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 School 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 School 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**



COMPTON COMMUNITY COLLEGE DISTRICT  
1111 E. Artesia Blvd  
Compton, California 92553  
(310) 900-1600

RFQ CCC-056  
Student Services Building

**POST BID INTERVIEW**

**1.1 SUMMARY**

This Section requires each apparent low bidder to attend and participate in a POST BID INTERVIEW with the CONSTRUCTION MANAGER, prior to award of any contract by the DISTRICT. The POST BID INTERVIEW will be scheduled by the CONSTRUCTION MANAGER within three (3) calendar days after the date of bid. The Conditions of the Contract and all other Sections of the Contract apply to this Section as fully as if repeated herein.

**1.2 REQUIRED ATTENDANCE**

- A. A duly authorized representative of the apparent low bidder is required to attend the POST BID INTERVIEW, in person.
- B. The apparent low bidder's authorized representative must have signatory authority on behalf of the apparent low bidder.
- C. Failure to attend the POST BID INTERVIEW will be considered just cause for the District to reject the Bid.

Initials: \_\_\_\_\_  
Contractor Construction Manager





# COMPTON COMMUNITY COLLEGE DISTRICT

## POST BID INTERVIEW FORM

### CONSTRUCTION MANAGER FIRM

PCM3, Inc.  
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. | Yes | No |
| B. Contractor submission of a fair and equitable bid.        | Yes | No |
| C. Fair comparisons of bid.                                  | Yes | No |

Initials: \_\_\_\_\_  
Contractor Construction Manager



**COMPTON COMMUNITY COLLEGE DISTRICT**

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

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

**VI. VALUE ENGINEERING: (describe for District Consideration)**

- 1. \_\_\_\_\_  
\_\_\_\_\_ Add / Deduct \_\_\_\_\_
  - 2. \_\_\_\_\_  
\_\_\_\_\_ Add / Deduct \_\_\_\_\_
  - 3. \_\_\_\_\_  
\_\_\_\_\_ Add / Deduct \_\_\_\_\_
  - 4. \_\_\_\_\_  
\_\_\_\_\_ Add / Deduct \_\_\_\_\_
- AFFECTED TOTAL \$ \_\_\_\_\_**

**VII. SCHEDULE:**

- A. Do you acknowledge and agree to the stipulated completion dates and milestones in the Contract? Yes      No
- 1. Will you provide a detailed construction schedule to CONSTRUCTION MANAGER within the required three (3) days, per the Contract? (Section 00700) Yes      No
  - 2. Can you expedite the schedule without impact to others? Yes      No
  - 3. It is understood the Project schedule is critical. Can you accelerate any and all schedule activities if the requirement occurs? Yes      No  
If not, what must change and why? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Initials: \_\_\_\_\_  
Contractor                                  Construction Manager

**COMPTON COMMUNITY COLLEGE DISTRICT**

B. Identify critical materials, deliveries and dependencies, including Owner Furnished items that could affect the completion of your work. Yes    No

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

C. You have reviewed Section 01 43 80, CONSTRUCTION SCHEDULE and you understand your work must be completed in accordance with the **Master Schedule**. You further understand the District **MAY** assess liquidated damages if you fail to meet the Master Schedule requirements. You further understand delays by you may cause other contractors to be delayed, and that you **WILL** accelerate your work upon written direction by the CONSTRUCTION MANAGER.

<b>CRITICAL DATES</b>	
<b>PROJECT COMPLETION</b>	<b><u>Milestone Dates</u></b>
Notice to Proceed	01/22/2020
All Submittals received by Construction Manager	25 Days After Notice to Proceed
All Shop Drawings received by Construction Manager	45 Days After Notice to Proceed
Provide Detailed Construction Schedule	15 Days After Notice to Proceed
Mobilize	02/05/2020
Construction Completed by	10/28/2021
Final Cleanup, Punchlist, and Closeout	11/18/2021
You agree that failure to meet the date is just cause for the DISTRICT to assess and retain Liquidated Damages in accordance with the Contract Documents.	

**VIII. CONTRACTOR COMMENTS / SUGGESTIONS:**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Initials: \_\_\_\_\_  
Contractor                      Construction Manager

**COMPTON COMMUNITY COLLEGE DISTRICT**

**IX. 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: \_\_\_\_\_

**X. CONSTRUCTION MANAGER**

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**XI. Witness:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**END OF SECTIO**

Initials: \_\_\_\_\_  
Contractor

\_\_\_\_\_  
Construction Manager

# **CONSTRUCTION PROCEDURE MANUAL**

**COMPTON COMMUNITY COLLEGE DISTRICT**

# COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual

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# 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 two 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.

### 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.

## D. PROJECT DOCUMENTS All Construction Manager Document Control will be administered utilizing Prolog 9.5 (or later) 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 the General Conditions.

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\* References are to Specification Sections; refer to section for more detailed requirements.

## COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual

- 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. 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 school.
  4. Submittal Number according to the Submittal Registry.
  5. Submittal Date
  6. Specification and/or Drawing Reference.
  7. Contractor Name and Address
  8. Index of Items Submitted
  9. Number of Copies.

Each submittal must be complete in all forms to allow review without further contact with the Contractor.

- 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, one copy of the rejected submittal will be retained by the Construction Manager with remaining

## **COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual**

copies returned to the Contractor with the reason for rejection cited.

- e. All Submittals shall be numbered by the Contractor as follows:

Start with the Submittal number, followed by the complete specification section number of the item submitted. For example, assuming Reinforcing Steel is required by Specification Section 00 33 00.3.2 and it is the first submittal, the Submittal number for this example is: 0001-003300.2.3. In the event there is a revision required to a submittal, the re-submittal uses the same number as the original, appended with "Rev. 1". The Submittal example then would read: 0001-003300.2.3 - Rev. 1.

- f. Upon completion of the preliminary review, the Construction Manager will transmit acceptable submittals to the A/E for review and comment.

### **E. A/E REVIEW COMMENTS**

- 1. 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.
  - 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.
  - 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**

## **COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual**

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) reproducible and seven (7) copies.
  - c. PRODUCT DATA: Seven (7) copies.

### **G. DISTRIBUTION OF REVIEWED SUBMITTALS**

1. SHOP DRAWINGS - Seven Sets  
One (1) reproducible and One (1) copy to Contractor  
One (1) copy retained by Architect  
One (1) copy retained by the Consultant/Engineer  
One (1) copy retained by the DSA Inspector  
Two (2) copies to the Construction Manager  
One (1) copy to the District
2. PRODUCT DATA - Seven Sets  
Three (3) sets to Contractor  
One (1) copy retained by Architect  
One (1) copy retained by the Consultant/Engineer  
One (1) copy retained by the DSA Inspector  
One (1) copy to the Construction Manager

If Contractor requires additional reviewed copies of shop drawings or product data, he shall print copies from the reproducible at Contractor's expense.

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

## **COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual**

Construction Manager's RFI log, and each week, the Construction Manager RFI Log will be distributed & discussed at the weekly meeting.

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 \_\_\_." In instances where the Contractor believes there may be a conflict between elements of the plans and specifications, he should identify the conflict and indicate the manner in which he interpreted the sections in preparing his bid.

**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.**

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 within twenty-four (24) hours and return to the Contractor, with copies to the Architect of Record and Project Inspector. RFI's answered by the CM are logged as official RFI's and subject to all of the below conditions.

The timeline scenario 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 must be reviewed within twenty-four (24) hours. If the RFI is deemed legitimate by

## COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual

the CM and In the event that the CM is not able to adequately answer the RFI in the twenty-four (24) hour period it must 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. (In a Modernization project, the Architect must answer or pass the RFI on to a Consultant with in 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 as soon as possible and within twenty-four (24) hours. A sixty (60) minute turnaround is preferred.
7. All RFI's properly executed, answered and reviewed must be posted on plans within twenty-four (24) hours of receipt by the CM.
8. In the event an RFI goes unanswered for a period of thirty (30) days or longer it shall be subject to weekly habeas corpus hearings, in which the CM, Architect, Project Inspector, and appropriate Consultant shall attend.

### **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.

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, if approved by the District thru the Construction Manager, which shall be processed as outlined in the Change Order Procedure of this manual. In the event the Contractor fails



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## Construction Procedures Manual

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):

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). The SIS shall be a two (2) week Projection of

## **COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual**

activities currently in progress or to be started within the following two (2) week period (use form within this manual).

The SIS 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.

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 on-site DSA 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 Construction Manager will be given notification pursuant to Contract Document requirements. Contractor shall also timely request special inspections as required by DSA and complete and submit the required DSA verified report forms.

If inspection or testing discloses errors, omissions, inconsistencies, or deficiencies during construction activities, the Contractor will be immediately notified using the "Notice of Non-Conforming Work" form. If corrective action is not apparent, the Construction Manager may request the Contractor to propose a corrective action plan.

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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.

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. Inspection log must indicate the title/number of the photos and their permanent file location.

### **K. VERIFIED REPORTS** are required.

Each Contractor shall submit the required DSA Verified Reports to the Construction Manager at the end of construction or as otherwise required by DSA.

Three (3) copies of the report with **Blue ink wet signatures** shall be submitted. Retention may not be paid if Verified Reports are not received. The Construction Manager will transmit the completed Verified Reports to the Inspector for transmittal to DSA and the Architect. Use DSA-6 form supplied in appendix or any updated form from DSA at the completion of the project. The Contractor is also required to submit any other required DSA Verified Reports during construction of the project as required by DSA.

### **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.

Contractor must submit a Safety Plan to the District via the Construction Manager within thirty five (35) calendar days of the issuance of the Notice

## **COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual**

to Proceed 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 and issue it to the Construction Manager. The A/E will sequentially number and date each Bulletin. The Construction Manager will attach an Allowance Usage Request (AUR) or Potential Change Order (PCO) form to the Bulletin requesting the Contractor to submit a proposal. The Proposal will fully describe the proposed change(s) to the Contract Documents, including sketches, new drawings, or revised specifications as required. The Construction Manager will maintain a log of all AUR/PCOs issued. The Construction Manager shall number each AUR/PCO. Sample AUR/PCO forms and work sheet are in the appendix.

Should the Contractor believe that conditions have changed or he has been directed to do additional work requiring a change in time or cost, he may request the Construction Manager to prepare a AUR/PCO delineating the changed condition along with the cost and/or time impact. If the Contractor intends to make claim for a change in the contract time or cost, 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.

Upon return of the AUR/PCO 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

## COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual

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 an AUR/PCO which directs the Contractor to proceed with a change which will be included on a subsequent Change Order. 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 DSA and Architect must approve all Change Orders. 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 Category A (DSA Form 140) or Category B (DSA Form 141) Construction Change Document. The Contractor must comply with all DSA requirements for Change Orders and Construction Change Documents.

### **N. APPLICATION FOR PAYMENT**

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 "Preliminary Pay Request" (pencil copy) to the Construction Manager for review. Only the Schedule of Values need be submitted. The "Preliminary 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 "Preliminary Pay Request". Upon agreement of the amounts due the Contractor, the Contractor will prepare the Application for Payment, and submit seven (7) original copies (wet signature) of the Application to the Construction Manager, 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.

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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 and Releases 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.
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 estimate. Verify all math calculations are correct on page two and the correct numbers are transferred to page one. Verify all math on estimate page #1.
4. Verify all approved Change Orders have been included in the estimate.
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.

## COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual

7. Verify Preliminary Notice information against amounts billed and Request Lien Releases as necessary.
8. As-built drawings are updated and approved by 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 signs as approved for payment, then copy for PCM3 file, attach a Letter of Transmittal and have Construction Manager take to district with spread sheet showing all estimates to date for signature by District and distribution to Accounting Department.

### **P. POSTING OF PROJECT DOCUMENTS (PLANS AND SPECIFICATIONS)**

1. All Construction Managers 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 Construction 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)
4. For consistency the following color scheme for posting shall be followed throughout the District:

## **COMPTON COMMUNITY COLLEGE DISTRICT Construction Procedures Manual**

- 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 will be posted using 50% reduction and GREEN 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 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.**

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 matrix 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**



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# COMPTON COMMUNITY COLLEGE DISTRICT Daily Construction Job Report

School Site: \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

**DATE**

WEATHER \_\_\_\_\_

Time Work Started \_\_\_\_\_

SUPT./FOREMAN \_\_\_\_\_

Time Work Ended \_\_\_\_\_

WORK FORCE	Number of Hours					
WORKERS NAME	Foreman	Journeyman	Apprentice	Laborer	Operator	Other
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						TOTAL HOURS
14.						
15.						

**WORK DONE and MATERIALS DELIVERED**

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**COMPTON COMMUNITY COLLEGE DISTRICT  
Construction Procedures Manual**

**SUBMITTAL FORM**

**CM # \_\_\_\_\_ (For CM Use Only)**

CCCD Bond Trailer  
PCM3, Inc.  
1111 E. Artesia Blvd.  
Compton, CA 90221

**PROJECT: Student Services Building**

**PROJECT NO: RFQ CCC-056**

**SUBMITTAL**

**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 Services Building  
 SPECIFIED ITEM:

Section	Page	Paragraph	Description
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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**

**INSPECTION REQUEST**

<b>DATE:</b>	<b>CONTRACTOR:</b>
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<b>SUB-CONTRACTOR/ TRADE:</b> (if any)
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<b>DESCRIPTION OF REQUIRED INSPECTION:</b>

<b>INSPECTION LOCATION:</b>	<b>DATE REQUIRED:</b>
	<b>TIME REQUIRED:</b>
<b>PHONE:</b>	

<b>REQUESTED BY:</b>	<b>DATE:</b>
<b>TITLE:</b>	<b>SPECIAL INSTRUCTIONS:</b>
<b>SIGNATURE:</b>	<b>BATCH PLANT INSP. REQ'D: YES NO</b>

<b>INSPECTORS COMMENTS:</b>	
<b>DATE:</b>	<b>SIGNATURE:</b>

**SUBMIT TO (CM), 2 WORKING DAYS PRIOR TO DATE & TIME REQUIRED.**

<b>DATE &amp; TIME RECEIVED BY CM:</b>
<b>CM. PROJECT MANAGER:</b>

cc: CM File

**COMPTON COMMUNITY COLLEGE DISTRICT**

**REQUEST FOR INFORMATION**

PCM3 # \_\_\_\_\_ (For PCM3 Use Only)

**(ALL LINE ITEMS MUST BE COMPLETED PRIOR TO SUBMITTAL)**

TO: **Construction Manager** Ref No.:

<b>RFI No.</b>	
_____	_____
<small>Bid Pkg.</small>	<small>RFI No.</small>

FROM: \_\_\_\_\_

DWG. REF.: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PROJECT: **Student Services Building**

Spec. Ref: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ Trade not BP No.

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**Description of Problem / Clarification / Information Required:**

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**Drawings attached -**

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**Proposed Solution:**

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Question By: \_\_\_\_\_

Date: \_\_\_\_\_

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**Response:**

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Response By: \_\_\_\_\_

Date: \_\_\_\_\_

Reviewed By: \_\_\_\_\_

Date: \_\_\_\_\_

**COMPTON COMMUNITY COLLEGE DISTRICT**

**REQUEST FOR QUOTATION FORM**

**Project : RFQ CCC-056 Student Services Building**

**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 # \_\_\_\_\_

PROJECT: RFQ CCC-056 Student Services Building

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**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:**

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 9.5 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 # \_\_\_\_\_**

PROJECT: CCC-056 Student Services Building

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**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

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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 9.5 in the General Conditions 00 72 00

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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) <b>Subtotal</b>	_____	_____
(e) <b>For Proposed Change Order and Allowance Usage Request:</b> 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) <b>Subtotal</b>	_____	_____

**COMPTON COMMUNITY COLLEGE DISTRICT**

	<u>EXTRA</u>	<u>CREDIT</u>
(g) <b>For Proposed Change Order:</b> 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)		
<b>For Allowance Usage Request:</b> Zero (-0-) percent markup per General Conditions Specification Section 00 73 00 paragraph H	_____	_____
(h) <b>Subtotal</b>	_____	_____
(i) <b>For Proposed Change Order:</b> Bond not to exceed one percent (1%) of Item (d)		
<b>For Allowance Usage Request:</b> Zero (-0-) percent bond per General Conditions Specification Section 00 73 00 paragraph H.	_____	_____
(j) <b>TOTAL</b>	_____	_____
(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.

# INSTRUCTION SHEET

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## A. GENERAL INFORMATION:

The Payment Application and the Schedule of Values Sheet are designed to be used on a project where a Contractor has a direct Agreement with the Owner. **No Pay Applications will be accepted without updated approved "As-Builts".**

## B. COMPLETING THE PAYMENT APPLICATION:

After the Contractor has completed the Schedule of Values Sheet, summary information should be transferred to the Payment Application.

The Contractor should sign the form have it notarized and submit it, together with the Schedule of Values, to the Architect. Seven signed, notarized originals should be submitted.

The Architect should review it and, if it is acceptable, complete the Architect's Certificate for Payment on this form. The completed form should be forwarded to the Owner.

## C. COMPLETING THE SCHEDULE OF VALUES SHEET:

**Heading:** Complete the information here consistent with similar information on the Payment Application.

**Columns A, B & C:** These columns should be completed by identifying the various portions of the project and their scheduled value consistent with the schedule of values submitted to the Architect at the commencement of the Project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required.

**Column C:** This column should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of Column C may be adjusted by Change Orders during the Project.

**Column D:** Enter in this column the amount of completed Work covered by the previous application. This is the sum of columns D and E from the previous application. Values from column F (Materials Presently Stored) from prior payments should not be entered in this column.

**Column E:** Enter here the value of Work completed until the time of this Application, including the value of materials incorporated in the project, which were listed on the previous Application and Certificate for Payment under Materials Presently Stored (column F).

**Column F:** Enter here the value of Materials Presently Stored for which payment is sought. The total of the column **must** be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payments by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed—This Period).

**Column G:** Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

**Column H:** Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

**Column I:** This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

**Change Orders:** Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location of the Payment Application.

## D. MAKING PAYMENT

The Owner should make payment directly to the Contractor based on the amount certified by the Architect on the Payment Application. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on this form.

**APPLICATION AND CERTIFICATE FOR PAYMENT - AIA DOCUMENT G702/CMa** (Instructions on next page) Page One of \_\_\_\_\_ Pages

TO: Compton Community College District  
 CCCD PCM3 Bond Trailer  
 1111 E. Artesia Blvd.  
 Compton , CA 90221

Student Services Building

APPLICATION NO. \_\_\_\_\_

PERIOD TO: \_\_\_\_\_

Distribution to:  
 OWNER  
 ARCHITECT  
 CONTRACTOR  
 CONSTRUCTION MANAGER  
 PROJECT NO: CCC-XXX

FROM \_\_\_\_\_  
 ADDRESS \_\_\_\_\_

CONTRACT FOR: \_\_\_\_\_

BID PACKAGE: \_\_\_\_\_

CONTRACT DATE: \_\_\_\_\_

**CONTRACTOR'S APPLICATION FOR PAYMENT**

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Owner			
TOTAL			
Approved this Month			
Number	Date Approved		
TOTALS			
Net change by Change Orders			

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates of Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:  
 BY: \_\_\_\_\_ Date: \_\_\_\_\_

Application is made for Payments as shown below, in connection with the Contract. Schedule of Values is attached.

1. ORIGINAL CONTRACT SUM ..... \_\_\_\_\_
2. NET CHANGE ORDERS..... \_\_\_\_\_
3. CONTRACT SUM TO DATE..... \_\_\_\_\_
4. TOTAL COMPLETED & STORED TO DATE..... \_\_\_\_\_  
 (Column G on SCHEDULE)
5. RETAINAGE:
  - a. \_\_\_5\_\_\_ % Completed Work..... \_\_\_\_\_  
 (Column D + E on SCHEDULE)
  - b. \_\_\_ % of Stored Material..... \_\_\_\_\_  
 (Column F on Schedule of Values Sheet Total Retainage (Line 5a + 5b or Total in Column 1 of Schedule of Values Sheet)..... \_\_\_\_\_
6. TOTAL EARNED LESS RETAINAGE (Line 4 less line 5 Total)..... \_\_\_\_\_
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)..... \_\_\_\_\_
8. CURRENT PAYMENT DUE..... \_\_\_\_\_
9. BALANCE TO FINISH, INCLUDING RETAINAGE.. \_\_\_\_\_  
 (Line 3 less Line 6)

State of: \_\_\_ County of: \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_ day of \_\_\_\_\_, 20\_\_\_  
 Notary Public: \_\_\_\_\_  
 My Commission expires: \_\_\_\_\_

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

By: \_\_\_\_\_ DATE: \_\_\_\_\_  
 INSPECTOR:  
 By: \_\_\_\_\_ DATE: \_\_\_\_\_  
 OWNER: Compton Community College District

In accordance with the Contract Documents, based on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 CONSTRUCTION MANAGER: PCM3, Inc.

AMOUNT CERTIFIED \$ \_\_\_\_\_ Date: \_\_\_\_\_  
 (Attach explanation if amount certified differs from the amount applied for)

tBP

By: \_\_\_\_\_ Date: \_\_\_\_\_

# 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 contract 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)

\_\_\_\_\_  
(Bid Package Number)

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.

# COMPTON COMMUNITY COLLEGE DISTRICT

## 2-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.

**IOR:** Verifies hours worked as identified on this sheet only, not acceptance of any cost or schedule impact on behalf of the Owner.

# 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  
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 <b>DSA approved</b> 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)*

<b>Interim Verified Report:</b> List affected form DSA 152 Inspection Card Section #(s):	
<b>Final Verified Report:</b> Construction of all work shown in the <i>DSA approved</i> construction documents that is part of my contract is complete.	
<b>Termination of Contract</b> prior to completion of all work in the contract <i>(Provide last date of work):</i>	
<b>DSA Request Dated:</b>	

#### 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 <b>not approved</b> 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.

<b>DSA OAKLAND</b> 1515 Clay Street, Suite 1201 Oakland, CA 94612	<b>DSA SACRAMENTO</b> 1102 Q Street, Suite 5200 Sacramento, CA 95811	<b>DSA LOS ANGELES</b> 700 N. Alameda Street, Suite 5-500 Los Angeles, CA 90012	<b>DSA SAN DIEGO</b> 10920 Via Frontera Rd., Suite 300 San Diego, CA 92127
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**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 9.9 for further details regarding project completion and requirements.

**END OF SECTION**

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### **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 Article 9.9). 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 Article 9.11):

1. Certificates of Inspection as applicable to each bid package
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.

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- 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**

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## V. 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. Potential Change Order
8. Change and Extras Form
9. Instruction Sheet for Pay Applications
10. Application and Certification for Payment
11. Schedule of Values Sheet
12. Conditional Waiver And Release Upon Progress Payment
13. Unconditional Waiver And Release Upon Progress Payment
14. Conditional Waiver And Release Upon Final Payment
15. 2-Week-Look-Ahead
16. Time and Material Work Item Ticket
17. Guarantee Form
18. DSA-6 Form

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## PROJECT COORDINATION

### PART 1 - GENERAL

#### 1.1 REQUIREMENTS INCLUDED:

- A. Each Prime CONTRACTOR shall coordinate his Work and Work of his subcontractors for the Project.
- B. Each Prime 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 Prime Contractors, subcontractors, and work by DISTRICT.
- C. Each Prime Contractor shall coordinate his work and the work of his subcontractors with other Prime Contractors on Project.
- D. This Prime Contractor understands and will coordinate with Bid Packs 01to 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 Prime 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
    - c. Recommendations

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- 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 - Each Prime Contractor shall:

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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, PRIME CONTRACTOR shall, within three (3) calendar days, provide a complete recovery schedule, including manpower loading, resource loading, detailing how the PRIME CONTRACTOR and his subcontractors will recover PRIME 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.

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- d. Report noncompliance to District D.S.A. approved INSPECTOR, with recommendation for changes.
- B. Process Shop Drawings, product data and samples - Each Prime 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 Prime Contractor.
- C. Review coordination drawings prepared by mechanical and electrical Contractors - Each Prime 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 - Each Prime 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:



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- 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 - Each Prime Contractor shall verify that adequate services are provided and maintained.
- F. Monitor the PRIME CONTRACTOR'S periodic cleaning - Each Prime Contractor shall:
1. Enforce compliance with Specifications.
  2. Resolve any conflicts.
- G. Arrange for delivery of DISTRICT furnished products - Each Prime Contractor shall:
1. Inspect for condition at delivery.
  2. Turn over to appropriate subcontractor, obtain receipt.
- H. Changes and substitutions - Each Prime 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:

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- 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 each Prime 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 Prime 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 PRIME CONTRACTOR and DISTRICT.
  
- E. Final Completion:
  - 1. When each Prime Contractor determines that Work is finally complete, conduct an inspection to verify completion of Work, prior to Punchlist.

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2. Assist ARCHITECT/ENGINEER, through the CONSTRUCTION MANAGER, in verification of final completion.

F. Administration of Contract Close-out: - Each Prime 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. Each Prime 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 facsimile (FAX) equipment or via email to designated email addresses.
- B. Telephone conversations requesting information shall be confirmed in writing for prompt reply of all RFI(s). Prime Contractor shall coordinate the timing of facsimile (FAX), email and 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	\$150
Associate Architect/Project Manager	100
Project Architect/Engineer	85
Job Captain	70
Draftsperson	65
Support Staff	45

If RFI requires Architect's/Engineer's Consultant(s) acknowledgement, Prime Contractor shall reimburse consultant(s), at the same hourly rate for consultant's staff; Prime Contractor shall also pay to the Architect, a percentage for overhead and profit to

## COMPTON COMMUNITY COLLEGE DISTRICT

the consultant's fee, equal to the markup the Prime Contractor adds to "Change Orders".

- D. Prime 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. Prime 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 Prime Contractor in his transmittals, all of the Prime Contractor's data transmittals to the Architect/Engineer for the Architect's/Engineer's review will be construed as stipulating that the Prime Contractor has thoroughly and completely reviewed and coordinated the data prior to transmittal.

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- C. Interfacing: It shall be solely the responsibility of each Prime 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.

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## 3.3 GENERAL INSTALLATION PROVISIONS

- A. Coordination methods used by the Prime Contractor are at the Prime Contractor's option, except that the Architect/Engineer may disapprove Work completed by the Prime Contractor or data submitted by the Prime 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**

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## 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, 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.
  - 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.

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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 Contractor to make adjustments in the plan of action to insure acceleration of the work.



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- 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**

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## 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.

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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 blueline 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.

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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.
- E. Submittals with Bid:
1. Elevators: Provide copies of Preventive Maintenance Contract in accordance with Project Manual Elevator Specifications (if any).

### 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

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- 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.
  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,

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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.
  - 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.

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## 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.
- 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 guaranties, 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

## **COMPTON COMMUNITY COLLEGE DISTRICT**

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-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**



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- 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.
  - 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.

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- 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.

### 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.

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- 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

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- 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

## **COMPTON COMMUNITY COLLEGE DISTRICT**

in writing. Existing 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**

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## 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,

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as well as rules, conventions, and agreements within the construction industry that control performance of the Work.

- 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



## COMPTON COMMUNITY COLLEGE DISTRICT

copied directly into the Contract Documents. Such standards are made a part of the Contract Documents by reference.

- 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, School District and School 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

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Specifications Institute (CSI) Technical Document TD-2-5  
November 1989, entitled "Sources of Construction Information".

**PART 2 – PRODUCTS - (Not Applicable)**

**PART 3 – EXECUTION - (Not Applicable)**

**END OF SECTION**



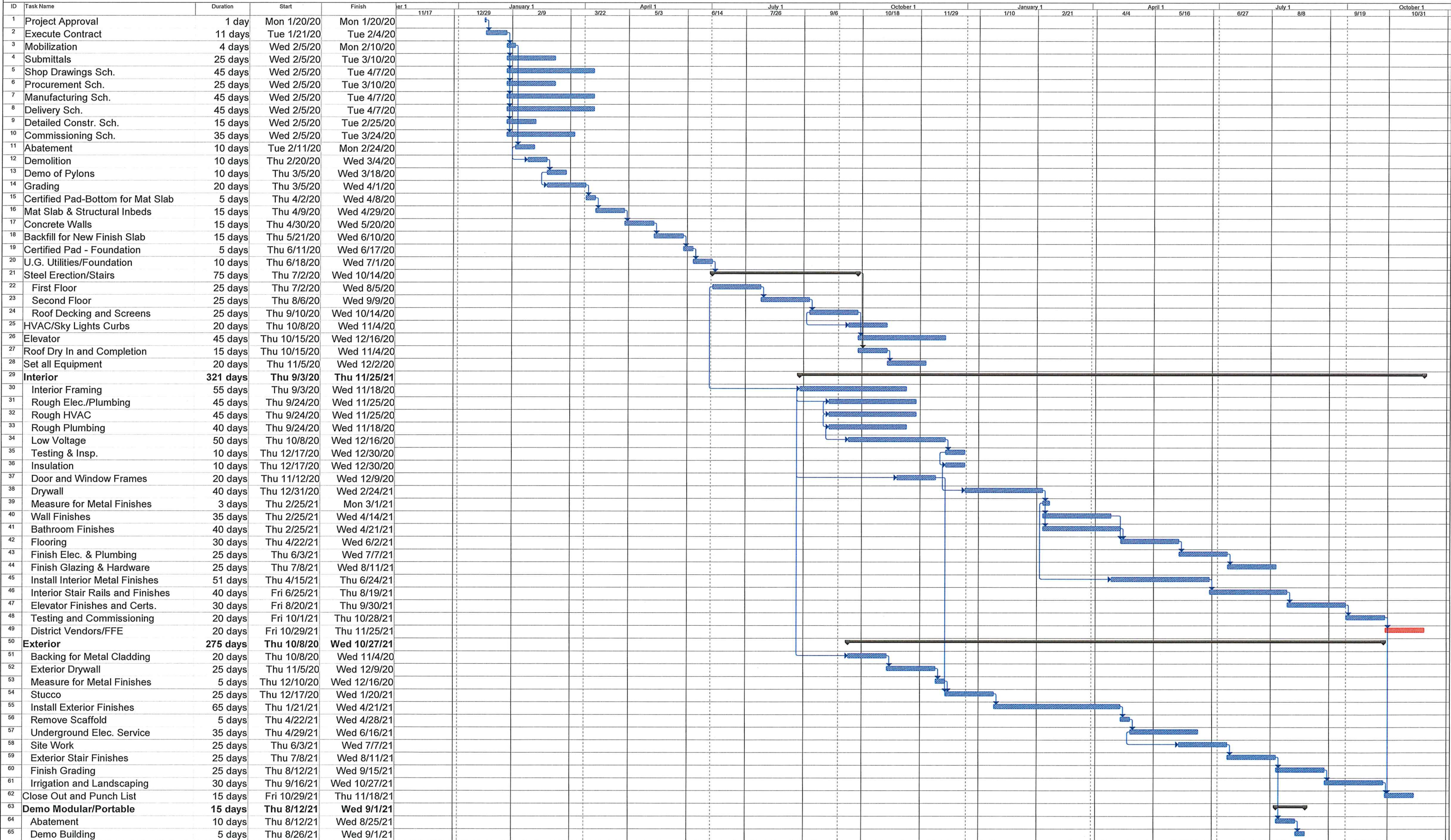
COMPTON COMMUNITY COLLEGE DISTRICT  
1111 E. Artesia Blvd  
Compton, California 90221  
(310) 900-1600

**RFQ CCC-056  
Student Services Building**

**Work Plan and Milestone Schedule**

<b>Task Name</b>	<b>Finish Date</b>
Pre-bid Mandatory Job Walk:	12/12/19
Bid Opening:	1/9/20
Notice of Intent to Award:	1/10/20
Board Approval	1/21/20
Notice to Proceed	1/22/20
Start Construction Phase:	2/5/20
Construction Completion:	10/28/21
Punchlist/Closeout completion:	11/18/21

COMPTON COMMUNITY COLLEGE DISTRICT  
STUDENT SERVICES BUILDING  
CONSTRUCTION SCHEDULE



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## 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.

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- 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. Testing agency and project inspector shall have approval of the Division of the State Architect.

### 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.
  - 3. Comply with requirements of Title 24, Part I, Sec. 4-333.

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- 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
    - d. Contractor



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- 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 additional cost of labor and materials necessarily involved in the examination and replacement shall be allowed the Contractor.

## COMPTON COMMUNITY COLLEGE DISTRICT

- 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.
  - 2. To obtain and handle samples at the site.

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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 "Built-Up 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: 1802A
- B. Concrete (Chapter 19A):
  1. Materials:
    - a. Portland Cement Tests: 1929A.1
    - b. Concrete Aggregates: 1903A.3

# COMPTON COMMUNITY COLLEGE DISTRICT

- c. Reinforcing Bars: 1903A.5, 1929A.2
    - d. Batch Plant Inspection and Tests: 1929A.4
  - 2. Concrete Quality:
    - a. Proportions of Concrete: 1905A.2.3, 1905A.3.1.1, 1905A.3.3.2, 1905A.4
    - b. Strength Tests of Concrete: 1905A.6
    - c. Splitting of Tensile Test 1905A.1.5
  - 3. Concrete Inspection:
    - a. Job Site Inspection: 1905A.7
    - b. Batch Plant or Weighmaster Inspection: 1929A.4
- C. Structural Steel (Chapter 22A):
  - 1. Materials:
    - a. Structural Steel, Cold-Formed Steel: 2203A.3
    - b. Structural Steel Construction: 2203A.2
  - 2. Inspection and tests of Structural Steel:
    - a. Tests of Structural and Cold Formed Steel: 2231A.1
    - b. Tests of End-Welded studs (Nelson Studs): 2231A.3
    - c. Welding Inspection: 2231A.5
    - d. High Strength Bolts: 2231A.2
- D. Wood (Chapter 23A):
  - 1. Materials:
    - a. Lumber and Plywood Grading: 2303A.1. 2303A.2
    - b. Glue-Laminated Member testing: 2337A.1

# COMPTON COMMUNITY COLLEGE DISTRICT

Note: Chapters and Articles refer to 1997 UBC and 1998 Title 24 Part 2, California Building Code (CBC), 1998

## 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**

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## 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.
  - 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.

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4. Temporary security fencing when required and in compliance with the Phase temporary fencing provided by Bid Package xx.

### 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.

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2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service in compliance with National Electric Code (NFPA 70).
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.

### 1.5 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 is 360 square feet.
  1. The Contractor shall provide and pay for separate telephone service for phone and fax machine. Telephone and fax machines are to be on separate telephone line.



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2. Equip with a minimum of one desk and a layout table. Equip with additional folding 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.
- 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 during of the work, temporary outside toilet facilities for use of construction personnel. Toilet facilities 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 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.

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## 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 (6'-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 and Lighting: 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.
  - 2. Any temporary transmission lines required shall be installed by Contractor.

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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.

### 2.9 HEAT AND VENTILATION

- A. Provide temporary heat 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 his representative shall make a thorough survey of the site and approaches thereto. The Contractor will maintain temporary access 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

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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:

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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.

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2. Provide adequate capacity at each stage of construction. Prior to temporary utility availability, provide trucked-in services.
  3. Obtain 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.

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## 3.4 OWNERSHIP OF TEMPORARY FACILITIES AND CONTROLS

- 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**

# 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 submitted 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.



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- 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 attached 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 submitted 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 section 1305. **Substitution requests will only be considered for**

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**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.

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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.
  4. The request for substitution, as determined by the District, should have been submitted at the time of bid in accordance with the Instructions to Bidders and the bid documents.
- F. Substitute products shall not be installed in the construction without written acceptance of the Architect and School District.
- G. Architect and School District will determine acceptability of proposed substitutions prior to awarding of the Contract. Substitutions may be approved after award of the Contract only where the following conditions exist and only at the School District's sole discretion:

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1. Specified item has been discontinued or is not available to meet project schedule.
2. The School District requested the Substitution.
3. Substitution will reduce the Contract Amount and Contract Time (Credit Back to the District) without reducing quality.

### **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.
  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 Article 3.10.

### **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.

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## 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

- 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**

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## 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

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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.



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- 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.

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- 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**

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## 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.

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- 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 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.

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## 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.

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- 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**

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## 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 School 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

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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



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weather 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

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replaced. This is considered part of required general patching and is 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 Article 13
  - 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.

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## 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 Article 9.

#### 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

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- 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.

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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.

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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.



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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.

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- 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 School 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.

#### 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 30 50-31 - Contract Closeout
- E. Section 01 72 20 – Field Engineering

#### 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.
  - 2. Provide locked cabinet or secure storage space for storage of samples.

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- 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 School 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.
  - 7. Revisions to electrical circuitry and locations of electrical Devices and equipment

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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.
    - b. Architect/Engineer will provide data file layer information. Record mark-ups in separate layers.

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- 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-051 PUBLIC SAFETY BUILDING – 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.

### 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
- C. Prior to the date of Substantial Completion the Contractor is to meet with the architect/engineer to determine which Samples

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maintained during construction are to be transferred to the School 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 School 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 School District's Personnel: For instruction of the School 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.



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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.

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- 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.

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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.

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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.

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## 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.

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- 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 SCHOOL DISTRICT PERSONNEL

- A. Prior to final inspection, instruct School 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.

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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



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- 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.

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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, School 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 School 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