NOTICE TO ALL CONTRACTORS

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

This Addendum forms a part of the Contract Documents and modifies the original Contract Documents dated December 5, 2018 and Addendum no.1 dated February 12, 2019. Acknowledge receipt of this Addendum in space provided on the Bid Proposal Form. Failure to acknowledge may subject Bidder to disqualification.

A. Deletions, Additions, Changes, Revisions

GENERAL

1. Item: Section 01030 ALTERNATES
   Revise paragraph 2.1 Description of Additive Alternate to read as follows:
   1. Add Trellis at Building GA – Gym Annex as shown on sheet AS103 Site Plan – Trellis. Base bid is no Trellis at Building GA.
   3. Add Wood Flooring at Dance Studio A104 at Building GA – Gym Annex, as shown on sheets GA.A-111 and GA.AF111. Base bid is existing wood floor at Dance Studio to remain.
   4. Add Fabric Netting at existing chain link fence with existing vinyl slats at Pool Deck as shown on sheet AS101. Base bid is no new fabric netting at existing chainlink fence at Pool Deck.
5. **Add** Vertical Folding Partition at Building L at door nos. L108B, L116C and L120C as shown on sheets L.A-111, L.A-121 and A-621. Base bid is no vertical folding partition at Building L.

6. **Add** Outdoor Fitness Area at Building GA – Gym Annex as shown on sheet AS102. Base bid is no Outdoor Fitness Area at Building GA.

7. **Add** Cast In Place Exterior Benches / Seat wall as shown on sheets L-M11 and L-M51. Base bid is concrete walkway where exterior benches/seat walls are shown.

8. **Add** New Windows and Openings in concrete walls at Fitness Center A113 at Building GA – Gym Annex as shown on sheets GA.AD111 and GA.A-111. Base bid is no windows and openings at Fitness Center at Building GA.

9. **Add** 3" concrete infill and finish flooring at Varsity Room A110 and Fitness Center A113 in Building GA – Gym Annex. Base bid is existing wood floor to remain and refinished.

**SPECIFICATIONS**

1. **Item:** SECTION 00600 CONSTRUCTION AGREEMENT  
   Add section in its entirety.

2. **Item:** SECTION 00700 GENERAL CONDITIONS  
   Add section in its entirety.

3. **Item:** SECTION 01140 WORK RESTRICTIONS  
   Add section in its entirety.

4. **Item:** SECTION 01400 QUALITY CONTROL REQUIREMENTS  
   Add section in its entirety.

5. **Item:** SECTION 01500 TEMPORARY FACILITIES CONTROLS  
   Add section in its entirety.

6. **Item:** SECTION 03 20 00 Concrete Reinforcing  
   **Delete:** Existing Section 03 20 00 Concrete Reinforcing in its entirety and **replace** with the attached Section 03 20 00 Concrete in its entirety.

7. **Item:** Section 06 18 00 Manufactured Lumber  
   **Revise** paragraph 2.3A Laminated Veneer Lumber (LVL) from ‘A. Manufacturer: Microllam LVL by iLevel; or accepted equal.’ to ‘A. **Manufacturer:** Microllam LVL by Redlam or accepted equal.’

**DRAWINGS**

All drawing modifications are indicated on the drawings with a cloud graphic and a Delta AD2.

1. **Sheet G-001 - Cover Sheet**  
   **Revise** Alternates list, see attached sketch AD2-A1.
2. **Sheet S-592 Details – Typical Cold Formed Steel Framing**
   Delete entire sheet S-592 and replace with attached sheet S-592.
   - **Revised** detail 13/S-592 – increase the size of nested track from 14ga to 12 ga.

3. **Sheet S-753 Details – Horizontal Brace**
   Delete entire sheet S-753 and replace with attached sheet S-753.
   - **Revised** detail 3/S-753 – addition of FRP layer at concrete wall for replacement of damaged existing reinforcing to be cut during drilling operations.
   - **Revised** detail 15/S-743 – clarification to removal of existing rivets for installation of reinforcing.

4. **Sheet S-804 FRP Details**
   Delete entire sheet S-804 and replace with attached sheet S-804.

5. **Sheet GA.AD111 Building GA - Demolition Floor Plans Levels 1 & 2**
   Delete entire sheet GA.AD111 and replace with attached sheet GA.AD111.

6. **Sheet GA.AD121 Building GA – Demolition Ceiling Plan – Levels 1 & 2**
   Revise ceiling demolition designation, see attached sketch AD2-A2.

7. **Sheet GA.A-111 Building GA – Floor Plan – Level 1**
   Delete entire sheet GA.A-111 and replace with attached sheet GA.A-111.

8. **Sheet GA.A-121 Building GA – Reflected Ceiling Plan – Level 1**
   Add ceiling access panels, see attached sketch AD2-A3.

9. **Sheet GA.A-122 Building GA – Reflected Ceiling Plan – Level 2**
   Revise ceiling notes on ceiling plan, see attached sketch AD2-A4.

10. **Sheet G.A-121B Building G – Ceiling Plan – Area B**
    Add ceiling access panels, see attached sketch AD2-A5.

11. **Sheet L.A-121 Building L – Ceiling Plan**
    Delete entire sheet L.A-121 and replace with attached sheet L.A-121.

12. **Sheet T.A-111 Building T – Floor Plan and RCP**
    Add ceiling access panels, see attached sketch AD2-A6.

13. **Sheet A-514 Details – Roof**
    Delete entire sheet A-514 and replace with attached sheet A-514.
14. **Sheet A-524 Details – Door and Window**

   Revise substrate adjacent to door threshold for inclusion of alternate #9, see attached sketch **AD2-A7**.

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**B. ANSWERS TO BIDDERS QUESTIONS**

**Q1**: Please confirm that the documents required with the bid are as follows: 1) the Bid Proposal Form, 2) Bond Template AIA A310, 3) Non-Collusion Affidavit, 4) Sub List, 5) Statement of Bidder’s Qualifications, and 6) Certification of Site Visit

**A1**: An updated Bid Form will be issued in the final addendum. Documents due at bid time will include the following: 1) the Bid Proposal Form, 2) Bond Template AIA A310, 3) Non-Collusion Affidavit, 4) Sub List. The Statement of Bidder’s Qualifications and the Certification of Site Visit are not required to be submitted.

**Q2**: Section 00450 “Certification of Site Visit” form couldn’t be located in any of the volumes of the specifications and it states in item 1.D of the Bid Proposal Form that we are required to attach a signed copy of this form with our bid. Please advise or provide the form.

**A2**: Form is not required. Bid Proposal Form will be updated in final addendum.

**Q3**: Section 00400 “Statement of Bidders Qualifications” couldn’t be located in any volumes of the specifications and it states in Item 1.D. of the Bid Proposal Form that we are required to attach one with the bid. Since we submitted a project specific prequalification for this bid, we request that this requirement be removed via addendum if possible. Please advise or provide the form.

**A3**: Form is not required. Bid Proposal Form will be updated in final addendum.

**Q4**: There are alternates noted in specifications section 01030 Part 2 Item 2.1, but no space on the proposal form to enter the pricing. Please advise.

**A4**: Bid Proposal Form will be updated to reflect alternates in final addendum.

**Q5**: Why is Simpson Strong-Tie listed on the border of the FRP plans? Is Simpson Strong-Tie the Engineer-of-Record for the FRP design?

**A5**: Lionakis is the Structural Engineer of Record for this project. Simpson is shown as a basis for design in order to show design intent to DSA for this retrofit solution during permit process. Other manufacturers and products are listed in the spec including “or accepted equal” in section 03 93 00 2.1. Per spec section 03 93 00 1.4.A.1 All submittals shall include calcs and shop drawings signed and sealed by CA licensed PE.
Q6: Section 03 93 00 of the specification allows for alternate FRP systems. Who approves the alternate FRP designs? Will Simpson Strong-Tie be reviewing submittals from competitive suppliers and approving/rejecting them? This appears to be a conflict of interest.
A6: Spec section 03 93 00 2.1.B indicates submittal to Architect (Lionakis is architect and SEOR) for review and acceptance to confirm design criteria and performance requirements are met. No where in spec is Simpson listed as SEOR or submittal reviewer or agency. Refer to section 03 93 00 2.1.B for submittal requirements comparable composite system to Basis of design.

Q8: Please provide assurance that submittals from alternate suppliers for the FRP portion of the work will not be shared with Simpson Strong-Tie.
A8: The construction docs do not list Simpson as a SEOR or submittal reviewer.

Q9: Section 03 93 00 of the specifications appears to conflict with Sheet S-801, “FRP System Notes”. Which shall be followed?
A9: Please clarify a specific spec conflict question in order for us to process an appropriate Bid RFI response. As noted above, Simpson is incorporated into construction docs as a basis of design. Different submittals by other manufacturers will have general notes that vary from Simpson.

Q10: On sheet S-801, “FRP System Notes” it appears the Simpson Strong-Tie system is sole-sourced. Are alternate FRP systems allowed? This appears to highly irregular and suspicious for a public project.
A10: As noted in question 2 above, section 03 93 00 of spec allows for alternate FRP systems other than basis of design. Therefore, Simpson is not sole-sourced. Other manufacturers and products are listed in the spec including “or accepted equal”. Refer to section 03 93 00 2.1.B for submittal requirements for comparable composite system to Basis of design.

If you have any questions regarding this Addendum, please contact:
   Ben Cayabyab, Contracts Manager
   Contra Costa Community College District
   500 Court St., Martinez, CA 94553
   Email: bcayabyab@4cd.edu

All other terms and conditions of BID are to remain the same.
CONSTRUCTION AGREEMENT

CONTRACT NO. __________________________
(Construction Agreement)

This Agreement shall not be enforceable until ratified and approved by the Contra Costa Community College District’s Governing Board. The estimated board meeting is March 27, 2019.

§1.1 Parties: (Public Agency) CONTRA COSTA COMMUNITY COLLEGE DISTRICT
500 Court St, Martinez, CA 94553

(Contractor) __________________________
Address: __________________________

§1.2 Effective Date: _______________________

§1.3 The Work: C-608 Physical Education and Kinesiology Complex

§1.4 Substantial Completion Time:
Building GA, T, and L and adjacent site work: 335 Calendar Days from the Notice to Proceed.
Building G and adjacent site work: 425 Calendar Days from the Notice to Proceed.

§1.4.1 Final Completion 60 Calendar Days from Substantial Completion.

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

§1.5.1 Liquidated Damages, Substantial Completion $ 5,000/ per calendar day Work is delayed

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

§1.6 Public Agency’s Agent: CONTRA COSTA COMMUNITY COLLEGE DISTRICT (“District”)

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

2. SCOPE OF WORK:
The project will consist of the following:

Renovation and modernization of the existing Gym, Gym Annex, Men’s Locker Room, and Women’s Locker Room buildings, including hazardous material removal, building system upgrades, finishes, seismic upgrades, and site work as noted in the contract documents.
An addition to the Gym of lobby space, a classroom, restrooms, concession stand, and related spaces and site work.

3. WORK CONTRACT, CHANGES

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

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

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

4. TIME: NOTICE TO PROCEED AND ACCEPTANCE

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

(b) Remaining Work after Substantial Completion. If the Architect or District determines that the work required by the Contract is Substantially Complete during any inspection conducted pursuant to this Agreement or Specification Section 01770, Contract Closeout Procedures, the Contractor shall be notified of that determination and the District shall determine if there is Remaining Work. A list of Remaining Work shall be issued only by the District or the Architect and only after the District has certified Substantial Completion. The District or Architect shall give the Contractor the necessary instructions for correction or completion of the Remaining Work, and the Contractor shall immediately comply with and execute such instructions within the Contract Time. Upon completion of the Remaining Work, another inspection shall be made that shall constitute the Final Inspection, provided the Remaining Work has been completed to the satisfaction of the District. If the remaining work has been completed to the satisfaction of the District, the District shall make the final acceptance and notify the Contractor in writing of this acceptance as of the date of Final Inspection.

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

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

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

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

5. LIQUIDATED DAMAGES

5.1 LIQUIDATED DAMAGES - SUBSTANTIAL COMPLETION

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

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

6. INTEGRATED DOCUMENTS

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

7. PAYMENT

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

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

8. PAYMENTS WITHHELD

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

(1) Defective work not remedied, or work not completed, or
(2) Claims filed or reasonable evidence indicating probable filing, or
(3) Failure to properly pay subcontractors or for material or labor, or
(4) Reasonable doubt that the work can be completed for the balance then unpaid, or
(5) Damage to another contractor, or
(6) Damage to the Public Agency, other than damage due to delays.
(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

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

9. **OCIP INSURANCE**

Before the commencement of the Work, the Contractor shall participate and comply with all requirements of the Owner Controlled Insurance Program (OCIP) regardless if enrolled or not enrolled in the insurance.

The OCIP will be primary to other valid and collectable insurance for the owner and enrolled parties in the program. The OCIP will provide Workers’ Compensation, Employer’s Liability, General & Excess Liability, Contractor’s Pollution Liability, and Builder’s Risk insurance for all Enrolled Contractors (and their Enrolled Subcontractors of every tier) and other designated parties for work performed at the Project. The District 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 required by the OCIP. 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.

At all times, all Contractors/Subcontractors, shall (a) cooperate with District, 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 District’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 District’s satisfaction of open items on any and all quality control checklists and inventories.

10. **BONDS**

**Bond Requirements:** Prior to commencing any portion of the Work, the Contractor shall furnish separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California as sureties.
To the extent, if any, that the Contract Price is increased in accordance with the Contract Documents, the Contractor shall, upon request of the Public Agency, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Public Agency. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Price, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bonds, the Public Agency may terminate the Contract for cause.

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

11. FAILURE TO PERFORM

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

12. LAWS APPLY: General

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

13. SUBCONTRACTORS

Public Contract Code Sections 4100-4113 are incorporated herein.

14. WAGE RATES

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

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

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

15. **HOURS OF LABOR**

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

16. **APPRENTICES**

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

17. **PREFERENCE FOR MATERIALS**

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

18. **ASSIGNMENT**

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

19. **NO WAIVER BY PUBLIC AGENCY**

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

20. **HOLD HARMLESS AND INDEMNITY**

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

(b) The indemnities benefited and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents and employees.
(c) The liabilities protected against are any liability or claim for damage of any kind allegedly suffered, incurred or threatened because of actions defined below, including personal injury, death, property damage, inverse condemnation, or any combination of these, regardless of whether or not such liability, claim or damage was unforeseeable at any time before the Public Agency approved the improvement plan or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

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

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

21. EXCAVATION

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

22. GOVERNMENT CODE SECTION 10532

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

23. WARRANTY

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

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

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

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

(2) Any defect of equipment, material, workmanship, or design furnished.
(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor’s warranty with respect to work repaired or replaced will run for 1 year or as otherwise provided or extended from the date of repair or replacement.

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

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

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

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

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

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

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

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

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

24. CONSEQUENTIAL DAMAGES

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

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

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

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

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

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

26. **SAFETY**

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

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

c. **Safety Signs, Barricades.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities.

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

**27. PROJECT STABILIZATION AGREEMENT**

1. **Definitions.** As used in this clause—"Project Stabilization Agreement" (hereinafter “PSA”) means the pre-hire collective bargaining agreement between the Contra Costa Community College District and the Contra Costa Building and Construction Trades Council attached to these Contract Documents which establishes the terms and conditions of employment for the Project.

2. **Contracts.**
   a. The Contractor/Employer shall maintain in a current status, throughout the life of this Contract, the PSA included in these Contract Documents. By accepting the award of this Construction Contract for the Project, whether as Contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the PSA, and evidence its acceptance prior to the commencement of work by executing the PSA Agreement to be Bound in the form attached to the PSA found in these Contract Documents.
   b. Subcontracts. At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of the construction subcontract, the Contractor/Employer shall provide a copy of the PSA to said subcontractor and shall require the subcontractor, as a part of accepting an award of a construction subcontract, to agree in writing to be bound by each and every provision of the PSA, and agree that it will evidence its acceptance prior to the commencement of work by executing the PSA Agreement to be Bound in the form attached to the PSA found in these Contract Documents.

3. **Reporting.**
   a. PSA Preconstruction Conference. The Contractor/Employer shall, prior to the commencement of work under this Contract, hold a Preconstruction Conference in accordance with PSA Article 5 PRECONSTRUCTION CONFERENCE which shall be attended by a representative from each Contractor/Employer, the Unions, and the District. The Contractor/Employer shall contact the Contra Costa Building and Construction Trades Council at least two (2) weeks prior to scheduling the Preconstruction Conference so that the Unions can be notified of the date, time, and place of the Conference.
i. The Contractor/Employer shall lead the Preconstruction Conference and take minutes of the meeting.

ii. The Contractor/Employer shall submit written meeting minutes of the Conference in a form preapproved by the District within five (5) working days. The minutes shall include the names and organizations of each person attending the Conference. The minutes shall also include copies of the Agreements to be Bound required by this Contract and the PSA.

b. Monthly Reporting. During each month in which construction work is performed by the Contractor/Employer or by any subcontractor, from Notice to Proceed through Notice of Completion, report the information required below to the District as a monthly administrative Submittal. These reports shall be submitted with each regularly scheduled payment application, or the application will be returned to the Contractor/Employer for resubmittal with the required reports.

i. New Agreements to be Bound resulting from new subcontracts, if any, entered into by each Contractor/Employer.

ii. Each instance during the reporting period of which a Union is unable to fill a requisition for employees thereby causing the Contractor/Employer to apply Article 8 REFERRAL Clause 8.3, to obtain qualified work persons for the Contract work.

iii. A summary of efforts during the reporting period to comply with the goals of Article 10 LOCAL HIRE, including a spreadsheet report of the number of hours worked by all journeymen and by all apprentices on site, and the subset of the number of hours worked by journeymen and by apprentices who are residents of Contra Costa County.

iv. A summary of efforts to utilize the Center for Military Recruitment, Assessment and Veterans Employment, in accordance with Article 15 HELMETS TO HARDHATS.

28. SIGNATURES AND ACKNOWLEDGEMENT

Public Agency, By: ___________________________________________________________
David Wetmore, Director of Purchasing and Contracts

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

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

Contractor: By: ________________________________ (CORPORATE SEAL)

(Designate Official Capacity – COMPANY NAME)

_________________________________________________________________________
Print NAME and TITLE
State of California  

SS. 

ACKNOWLEDGEMENT (By Corporation, Partnership or Individual) 

County of Contra Costa  

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

Dated: ______________________________

______________________________  (NOTARIAL SEAL)

END OF SECTION 00600
repair, replace or restore any damage or destruction of the foregoing items as a result of performance or installation of the Work.

c. **Safety Signs, Barricades.** In addition to and as required by other Sections of the Contract Documents, the Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities.

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

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   b. Subcontracts. At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of the construction subcontract, the Contractor/Employer shall provide a copy of the PSA to said subcontractor and shall require the subcontractor, as a part of accepting an award of a construction subcontract, to agree in writing to be bound by each and every provision of the PSA, and agree that it will evidence its acceptance prior to the commencement of work by executing the PSA Agreement to be Bound in the form attached to the PSA found in these Contract Documents.

3. **Reporting.**
   a. PSA Preconstruction Conference. The Contractor/Employer shall, prior to the commencement of work under this Contract, hold a Preconstruction Conference in accordance with PSA Article 5 PRECONSTRUCTION CONFERENCE which shall be attended by a representative from each Contractor/Employer, the Unions, and the District. The Contractor/Employer shall contact the Contra Costa Building and Construction Trades Council at least two (2) weeks prior to scheduling the Preconstruction Conference so that the Unions can be notified of the date, time, and place of the Conference.
i. The Contractor/Employer shall lead the Preconstruction Conference and take minutes of the meeting.

ii. The Contractor/Employer shall submit written meeting minutes of the Conference in a form preapproved by the District within five (5) working days. The minutes shall include the names and organizations of each person attending the Conference. The minutes shall also include copies of the Agreements to be Bound required by this Contract and the PSA.

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   i. New Agreements to be Bound resulting from new subcontracts, if any, entered into by each Contractor/Employer.
   ii. Each instance during the reporting period of which a Union is unable to fill a requisition for employees thereby causing the Contractor/Employer to apply Article 8 REFERRAL Clause 8.3, to obtain qualified work persons for the Contract work.
   iii. A summary of efforts during the reporting period to comply with the goals of Article 10 LOCAL HIRE, including a spreadsheet report of the number of hours worked by all journeymen and by all apprentices on site, and the subset of the number of hours worked by journeymen and by apprentices who are residents of Contra Costa County.
   iv. A summary of efforts to utilize the Center for Military Recruitment, Assessment and Veterans Employment, in accordance with Article 15 HELMETS TO HARDHATS.

28. SIGNATURES AND ACKNOWLEDGEMENT

Public Agency, By: __________________________________________________________

David Wetmore, Director of Purchasing and Contracts

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

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

Contractor: By: __________________________________________________________ (CORPORATE SEAL)

(Designate Official Capacity – COMPANY NAME)

Print NAME and TITLE
State of California                           ACKNOWLEDGEMENT (By Corporation, Partnership or
Individual)                               
County of Contra Costa                      )

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

Dated: __________________________________________

______________________________________________  (NOTARIAL SEAL)

END OF SECTION 00600
FIRST AMENDMENT TO THE
PROJECT STABILIZATION AGREEMENT
for the
CONTRA COSTA COMMUNITY COLLEGE DISTRICT

Preamble

This is the First Amendment (this "Amendment") to the Project Stabilization Agreement
("Agreement") for the Contra Costa Community College District entered into as of the 22nd day
of October, 2012, by and between the Contra Costa Community College District ("District")
together with contractors and/or subcontractors who became or will become signatory to the
Agreement by signing the Agreement Exhibit A, the "Agreement to be Bound", and the Contra
Costa Building & Construction Trades Council ("Council") and its affiliated local unions that have
executed the Agreement (all of whom are referred to collectively as "Unions").

Recitals

WHEREAS the District, the Council, and the Unions desire to amend the Agreement to
reflect certain agreed upon changes as set forth below, with the understanding that all other
terms, conditions and Recitals in the Agreement remain valid and in effect; and

WHEREAS Article 2, Section 2.4.10 of the Agreement provides that the District and the Contra
Costa Building and Construction Trades Council may mutually agree in writing to amend and
extend this Agreement at any time.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained,
the District and the Contra Costa Building and Construction Trades Council, and its affiliated
local unions that become signatory to this Amendment, together with the contractors and/or
subcontractors who became or will become signatory to the Agreement, do mutually agree to
amend the Agreement as noted below with all other terms and conditions to remain unchanged
and in effect.

Amendment

Article 1 Section 1.6 is hereby amended and revised to state as follows:

"Project" means any District construction project that has a total minimum estimated
construction cost of one million dollars ($1,000,000) or more. The District may, at its discretion,
designate other project(s) or contract(s) with a total estimated construction cost of less than one
million dollars ($1,000,000) to be covered by this Agreement if the District believes it is in the
best interest of the District to do so. Routine maintenance of District properties are not covered
by the scope of this Agreement.

Article 2 is hereby amended to include Section 2.4.11 which states as follows:

2.4.11 Pursuant to Section 2.4.10, this Agreement has been reviewed and considered for
extension or renewal, and the District and the Contra Costa Building and Construction Trades
Council have agreed that the Agreement shall be extended for a term of five (5) years from the
original expiration date of the Agreement which is the 22nd day of October 2017. At the close of
the extension term, the Agreement shall be reviewed and considered for further extension or
renewal, with modifications, if appropriate. Except as amended herein, the Agreement shall
continue in full force and effect in accordance with its terms.
Contra Costa Community College District

BY: ___________________________ DATE: 11/9/17
Fred E. Wood
Chancellor

Contra Costa Building and Construction Trades Council, AFL-CIO

BY: ___________________________ DATE: 10/16/2017
Bill Whitney, Chief Executive Officer
Asbestos Workers Local #16
Mark Sorensen
Boilermakers Local #549
Tracy Fiala
Bricklayers Local #3

Northern California Regional Council of Carpenters for itself and on behalf of its affiliated local unions
Ralph
Sheet Metal Workers Local #104

Operating Engineers Local #3

District Council #16, Painters and Allied Trades for itself and on behalf of its affiliated local unions

Sprinkler Fitters Local #48

United Association Local #342
Elevator Constructors Local #8

Teamsters Local #315
Doug Barlow
Roofers Local #81

Iron Workers Local #378

Northern California District Council of Laborers for itself and on behalf of its affiliated local unions

Cement Masons Local #300

Electrical Workers Local #302

Plasterers Local #68

United Association Local #159

United Association Local #355
PROJECT STABILIZATION AGREEMENT

for the

CONTRA COSTA COMMUNITY COLLEGE DISTRICT

PREAMBLE

This Project Stabilization Agreement is entered into this 28th day of OCTOBER, 2012 by and between the Contra Costa Community College District (hereinafter, the "District"), together with contractors and/or subcontractors, who shall become signatory to this Agreement by signing the "Agreement To Be Bound" (Exhibit A) (all of whom are referred to herein as "Contractors/Employers"), and the Contra Costa County Building & Construction Trades Council ("Council") and its affiliated local unions that have executed this Agreement (all of whom are referred to collectively as "Unions").

Recitals

WHEREAS, the purpose of this Agreement is to promote efficiency of construction operations during the construction of District Projects and provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the District's interest and the public’s interest in assuring the timely and economical completion of the District’s construction Projects; and

WHEREAS, the successful and efficient completion of the District's construction Projects is of the utmost importance to the District and its educational programs and mission; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the Unions affiliated with the Council; and

WHEREAS, it is recognized that District construction Projects require multiple contractors and bargaining units on the job site at the same time over an extended period of time, and that the potential for work disruption is substantial in the absence of a binding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the District, the Unions and Contractors/Employers would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractors/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on District Projects by
the Contractors/Employers and the Unions to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, this Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Program, insofar as a legally binding agreement exists between the Contractor(s)/Employer(s) and the affected Union(s) except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contracts for the construction of District Projects will be awarded in accordance with the applicable provisions of the California Public Contract Code; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards mutually satisfactory completion of all District construction Projects subject to the Agreement.

NOW, THEREFORE, the parties, in consideration of the mutual promises and covenants herein contained, do mutually agree as follows:

**ARTICLE 1**

**DEFINITIONS**

1.1 "Agreement" means this Project Stabilization Agreement, plus Exhibit A and Exhibit B.

1.2 "District" means the Contra Costa Community College District and the administrative staff under its Chancellor.

1.3 "Contractor(s)/Employer(s)" means any individual, firm, partnership, corporation or other entity, or any combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract with the District or any of its contractors or subcontractors of any tier, with respect to construction work on any District Project covered by this Agreement.

1.4 "Master Agreement" means the Master Collective Bargaining Agreement of each craft union signatory hereto, copies of which have been made available by the Council to the District and are on file with the Council and which are incorporated herein by reference and designated the "Schedule A(s)," and are listed in Exhibit B.

1.5 "Project Manager" or "Construction Manager" means any employee or business entity(ies) designated by the District to oversee District Projects subject to this Agreement.

1.6 "Project" means any District construction project that has a total minimum estimated construction cost of two million dollars ($2,000,000) or more. The District may, at its discretion,
designate other project(s) or contract(s) with a total estimated construction cost of less than two million dollars ($2,000,000) to be covered by this Agreement if the District believes it is in the best interest of the District to do so. Routine maintenance of District properties are not covered by the scope of this Agreement.

1.7. "Union" or "Unions" means the Contra Costa Building and Construction Trades Council, AFL-CIO and its affiliated local unions that have executed this Agreement.

ARTICLE 2

SCOPE OF AGREEMENT AND TERM

2.1. This Agreement shall apply to all on-site demolition, construction, alteration, painting or repair of buildings, structures and other works and related activities on any Project covered by this Agreement that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of the Project, including, without limitation, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, site preparation, on-site survey work, soils and material inspection and testing, including x-ray technicians, and all on-site fabrication work provided such work is within the fabrication provision of a local Master Agreement or national agreement of one of the Unions. On-site fabrication work includes work done for the Project in temporary yards or areas near the Project, and at the site of any batch plant constructed solely to supply materials to the Project. This Agreement also covers all off-site work, including fabrication, that is traditionally performed by any of the Unions that are directly or indirectly part of the Project, provided such work is covered by a provision of a local Master Agreement or a local addendum to a national agreement of the applicable Union(s) including delivery and off-haul work to the full extent of the law.

2.2. This Agreement shall govern the award of all construction contracts on all District Projects covered by this Agreement. The District has the absolute right to combine, consolidate, add, or cancel covered Project(s) or portions of covered Project(s). Once a construction Project is completed, it is no longer covered by this Agreement. For the purposes of this Agreement, a construction Project shall be considered completed upon filing of a Notice of Completion.

2.3. All labor disputes involving the application or interpretation of the collective bargaining agreement to which a signatory Contractor/Employer and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the collective bargaining agreement. All disputes relating to the interpretation or application of this Agreement shall be subject to resolution pursuant to the grievance arbitration procedure set forth herein.

2.4. Exclusions:

2.4.1. This Agreement shall be limited to construction work on covered Projects and is not intended to, and shall not, govern any construction work performed at the District at any time prior to the effective date, or after the expiration or termination, of this Agreement.
2.4.2. This Agreement is not intended to, and shall not affect or govern the award of public works contracts by the District which are outside the approved scope of the Projects.

2.4.3. This Agreement is not intended to, and shall not affect the operation or maintenance of the District.

2.4.4. This Agreement shall not apply to a Contractor's/Employer's executives, managerial employees, engineering employees, supervisors (except those covered by existing building and construction trades collective bargaining agreements), and office and clerical employees.

2.4.5. This Agreement shall not apply to employees of the District.

2.4.6. This Agreement shall not apply to contracts awarded pursuant to any emergency public works project(s).

2.4.7. The District shall retain the right at all times to perform and/or subcontract small, incidental portions of related work on the Project site not contracted by the construction contract documents to the signatory Contractor(s) bound to this Agreement.

2.4.8. No provisions negotiated in any Master Agreement solely to apply to work covered by this Project Stabilization Agreement shall apply if such provisions are less favorable to the Contractor for work covered by this Project Stabilization Agreement than those provisions uniformly required of contractors for construction work normally covered by those Master Labor Agreements.

2.4.9. It is the legal obligation of the District to obtain the most competitive bids while maintaining the conditions of the Agreement. To ensure that a competitive bid is received from a range of general contractors, the Contra Costa Building and Construction Trades Council shall assist the District in soliciting interested parties in bidding on the Project(s). Additionally, the District recognizes that multiple subcontractor quotations of bids ensure the most competitive overall bid. The Contra Costa Building and Construction Trades Council shall assist the District in encouraging and soliciting local and other subcontractors in bidding to interested general contractors. In the event the Project bids over the estimated construction cost of the Project, the District reserves the right to request a list of all subcontractors which bid to the two lowest general contractors to verify that adequate competitive bidding was conducted. Additionally, if the project bids are over the estimated construction cost and fewer than three (3) general contractors bid on the Project(s), the District reserves the right, without reservation, to reject all bids and re-bid the Project.

2.4.10. This Agreement shall become effective on the day it is signed by the District, the Contra Costa Building and Construction Trades Council, AFL-CIO, and its affiliated local Unions and shall continue in full force and effect for a period of five (5) years, at which time this Agreement will be reviewed and considered for extension or renewal, with modifications, if appropriate. The terms of this Agreement shall continue to apply to
those Projects subject to this Agreement until construction is completed. The District and the Contra Costa Building and Construction Trades Council may mutually agree in writing to amend, extend or terminate this Agreement at any time. Should either the District or the Contra Costa Building and Construction Trades Council, AFL-CIO, wish to unilaterally terminate this Agreement prior to its expiration, that party must provide written notice to the other party and, if a mutually acceptable resolution cannot be reached, shall submit the request to a neutral arbitrator selected from the following list of arbitrators, through a striking procedure, with a coin toss determining the order of striking, for a final and binding determination whether just cause exists for early termination of the Agreement because it is no longer serving the Purposes, as set forth in the Recitals, herein:

Thomas Angelo
William Riker
Barry Winograd
Jerilou Cossack
William Engler

ARTICLE 3

EFFECT OF AGREEMENT

3.1. By executing this Agreement, the Unions and the District agree to be bound by each and all of the provisions of the Agreement.

3.2. By accepting the award of a construction contract for a Project, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Agreement to be Bound in the form attached hereto as Exhibit A.

3.3. At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of a Construction Contract, the Contractor/Employer shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work. If a Contractor/Employer requires a subcontractor to agree in writing to comply with the terms of this Agreement as a condition of awarding work to the subcontractor, the Contractor/Employer shall not be liable in any way for the subcontractor's failure to pay the wages and benefits required by this Agreement except as required by the provisions of the California Labor Code.

3.4. Except as enumerated in this Agreement, all other terms and conditions of employment described in the Master Agreement of the Union having traditional and customary jurisdiction over the work shall apply. The provisions of this Agreement shall take precedence over conflicting provisions of any applicable Master Agreement, or any other national, area or local collective bargaining agreement, except that all work performed under the NTL Articles of
Agreement, the National Stack/Chimney Agreement and the National Cooling Tower Agreement; all instrument calibration work and loop checking Covered Work shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, and work within the craft jurisdiction of the Elevator Constructors will be performed under the terms of the National Agreements of the International Union of Elevator Constructors; provided that Articles 4 and 13 of this Agreement shall apply to all Covered Work. In the absence of a conflict, the provisions of the applicable Master Agreements shall govern.

3.5. This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries or other ventures of any such party.

3.6. This Agreement shall not be effective unless and until the District, the Contra Costa Building and Construction Trades Council AFL-CIO and all the Unions listed on the signature page have signed and dated this Agreement.

ARTICLE 4

WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1. The Unions, District and Contractor(s)/Employer(s) agree that for the duration of the Program:

4.1.1. There shall be no strikes, sympathy strikes, work stoppages, picketing, handbilling or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions or employees employed on a covered Project, at the job site of the Project or at any other facility of the District because of a dispute on a covered Project or with a Contactor/Employer on the Project. It shall not be considered a violation of this provision for a Union to withhold labor (but not picket) from any Contractor/Employer who fails to make its timely payment of Trust Fund contributions or fails to meet its weekly payroll. The affected Union shall give 72-hour written notice to the District prior to withholding labor due to a Contractor’s failure to make timely payment of Trust Fund contributions or payroll. Although disputes arising between the Unions and Contractor(s)/Employer(s) on other projects are not governed by this Agreement, a Union may not take any action against Contractor(s)/Employer(s) on District property and/or on a District Project because of a dispute between the Unions and Contractor(s)/Employer(s) on other projects.

4.1.1.1 If the arbitrator determines, in accordance with this Article, a work stoppage has occurred, the respondent Union(s) shall, within eight (8) hours of receipt of the decision, direct all of the employees they represent on the Project to immediately return to work. If the craft(s) involved do not return to work by the beginning of the next regularly scheduled shift following such eight (8) hour period after receipt of the arbitrator’s decision, 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 4.1.1.3 below, for each shift thereafter on which the craft(s) have not returned to work.

4.1.1.2 If the arbitrator determines in accordance with this Article that a lock-out has occurred, the respondent Contractor(s) shall, within eight (8) hours after receipt of the decision, return all the affected employees to work on the Project, or otherwise correct the violation found by the arbitrator. If the respondent Contractor(s) do not take such action by the beginning of the next regularly scheduled shift following the eight (8) hour period, each 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 4.1.1.3 below, for each shift thereafter in which compliance by the respondent Contractor(s) have not been completed.

4.1.1.3 The arbitrator shall retain jurisdiction to determine compliance with this Section and to establish the appropriate sum of liquidated damages, which shall be not less than One Thousand Dollars ($1,000.00), nor more than Five Thousand Dollars ($5,000.00) per shift for each non-complying entity.

4.1.2 As to employees employed on a covered Project, there shall be no lockout of any kind by a Contactor/Employer subject to the Agreement.

4.1.3 If a Master Agreement between a Contactor/Employer and the Union expires before the Contactor/Employer completes the performance of a Construction Contract and the Union or Contactor/Employer gives notice of demands for a new or modified Master Agreement, the Union agrees that it will not strike the Contactor/Employer on said contract for work covered under this Agreement, and the Union and the Contactor/Employer agree that the expired Master Agreement shall continue in full force and effect for work covered under this Agreement until a new or modified Master Agreement is reached between the Union and Contactor/Employer.

4.2 When a remedy is sought for an alleged breach of this Article, any party to this Agreement shall institute the following procedure, prior to any other action at law or equity.

4.2.1 A party invoking this procedure shall notify Thomas Angelo, as the permanent arbitrator, or Robert Hirsch, as the alternate, under this procedure. In the event that the permanent arbitrator is unavailable at any time, the alternate will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Article 12, Section 12.2. Notice to the arbitrator shall be by the most expeditious means available, with notices by facsimile or telephone to the party alleged to be in violation and to the Contra Costa Building and Construction Trades Council and involved Union if a Union is alleged to be in violation.
4.2.2. Upon receipt of said notice, the District will contact the designated arbitrator named above or his alternate who will attempt to convene a hearing within twenty-four (24) hours if it is contended that the violation still exists.

4.2.3. The arbitrator shall notify the parties by facsimile or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

Thomas Angelo's postal address, phone number, fax number and e-mail address are:

Thomas Angelo  
PO Box 1937  
Mill Valley CA 94943  
Phone: (415) 381-1701  
Fax: (415) 380-9792  
tangelomv@gmail.com

Robert Hirsch postal address, phone number, and e-mail address are:

Robert Hirsch  
PO Box 170428  
San Francisco, CA 94117  
Phone: 415-362-9999  
Rmhirsch@gmail.com

4.2.4. The sole issue at the hearing shall be whether or not a violation of Article 4, Section 4.1 of the Agreement has occurred. The arbitrator shall have no authority to consider any matter of justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

4.2.5. Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.2.4 of this Article, all parties waive the right
to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.2.6. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance are waived by the parties.

4.2.7. The fees and expenses of the arbitrator shall be divided equally between the parties to the arbitration.

4.2.8. The parties to this Agreement agree that the labor organizations have not waived their legal rights to undertake otherwise lawful activity with regard to any dispute or disputes which they may have regarding non-Project construction work and operations; provided, however, that any such activities by the signatory Unions shall not disrupt or interfere in any way with any work done at any District site. Recognizing the above and, in order to carry out the principles of this Agreement, the parties agree that should a signatory Union have a dispute with regard to non-covered work on or adjacent to any District site, the signatory Union will notify the Contra Costa Building and Construction Trades Council and shall not undertake on or adjacent to the property, any public activity regarding the dispute. Representatives of the involved Union and the Council shall meet with the representatives of the District to discuss and review the valid, legal manner and means by which the signatory Union may undertake its activities with regard to this dispute (giving due consideration in such discussions and review to the traditional concerns for the ongoing operations of the Project and to the importance of the continuity of the work covered by the Master Agreement), and develop a program which allows the signatory Union to exercise its legal rights but at the same time eliminates any possible disruptive effect on the ongoing Project construction work.

4.2.9. Should any Union or the District (or its Project Manager/Project Contractors/Employers) become aware of a possible or actual labor dispute involving non-Project construction work or operations and involving non-signatory unions which may result in public activity on or about any District site by such non-signatory unions, the representative of each will jointly meet to discuss such activity and to work together, using their best efforts, to avoid having such activity adversely impact or otherwise delay or interfere with ongoing Project construction work.

4.2.10. To the extent any provision in this Article 4 conflicts with the dispute resolution provisions of Public Contract Code section 20104, et seq, this Article 4 shall be null and void.
ARTICLE 5
PRECONSTRUCTION CONFERENCE

5.1. A preconstruction conference shall be held prior to the commencement of each construction Project. Such conference shall be attended by a representative each from the participating Contractor(s)/Employer(s) and Union(s) and the Project Manager.

ARTICLE 6
NO DISCRIMINATION

6.1. The Contractor(s)/Employer(s) and Unions agree not to engage in any form of discrimination on the ground or because of; race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), or union status against any employee, or applicant for employment, on the Program.

ARTICLE 7
UNION SECURITY

7.1. The Contractor(s)/Employer(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2. No employee covered by this Agreement is required to join any Union as a condition of being first employed on the Project.

7.3. All employees working on the Project shall be governed by the applicable Union security clause of the applicable craft's "Schedule A" Agreement. Employees hired by the Contractor(s)/Employer(s) shall, as a condition of employment, be responsible for the payment of the applicable monthly working dues and any associated fees uniformly required for union membership in the local Union which is signatory to this Agreement. Further, there is nothing in this Agreement that would prevent non-union employees from joining the local Union.

7.4. Authorized representatives of the Unions shall have access to the Projects whenever work covered by this Agreement is being, has been, or will be performed on the Projects, provided it is not disruptive to the work on the Projects or the operation of the District.
ARTICLE 8

REFERRAL

8.1. Contractor(s)/Employer(s) performing construction work on covered Projects shall, in filling craft job requirements be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of Federal law. The Contractor(s)/Employer(s) shall have the right to reject any applicant referred by the Union(s), in accordance with the applicable Master Agreement.

8.2. The Contractor(s)/Employer(s) shall have the unqualified right to select and hire directly all supervisors above the level of General Foreman it considers necessary and desirable, without such persons being referred by the Union(s). The selection of craft foremen and general foremen shall be entirely the responsibility of the Contractor(s). Foremen and general foremen shall take orders from the designated Contractor(s) representatives.

8.3. In the event that referral facilities maintained by the Unions are unable to fill the requisition of a Contractor/Employer for employees within a forty-eight (48) hour period (Saturday, Sundays and holidays excluded) after such requisition is made by the Contractor/Employer, the Contractor/Employer shall be free to obtain work persons from any source.

8.4. Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor(s)/Employer(s). The parties to this Agreement support the development of increased numbers of skilled construction workers from graduates of District schools and residents of Contra Costa County and the surrounding East Bay Area to meet the needs of District Projects and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures, of qualified graduates of District schools, Contra Costa residents and residents of the East Bay Area as journeymen and apprentices to covered Projects and entrance into such apprenticeship and training programs as may be operated by the Unions.

8.5. Recognizing the special needs of District Projects, the Unions shall consider a Contractor(s)/Employer(s) request to transfer key employees to work on a covered Project in a manner consistent with the Union's referral procedures.

ARTICLE 9

BENEFITS

9.1. All Contractor/Employers agree to pay contributions to the vacation, pension and other form of deferred compensation plan, apprenticeship, and health benefit funds established in the applicable Schedule A for each hour worked on the Project in amounts no less than those designated in the Department of Industrial Relations Wage Determination of the applicable craft.
9.2. The Contractor(s)/Employer(s) shall not be required to pay contributions to any other trust funds that are not contained in the published prevailing wage determination to satisfy their obligation under this Article except those Contractor(s)/Employer(s) who are signatory to the Master Agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such Master Agreements.

9.3. By signing this Agreement, the Contractor(s)/Employer(s) adopt and agree to be bound by the written terms of the legally established Trust Agreements as described in Section 9.1 above specifying the detailed basis on which payments are to be made into, and benefits paid out of, such Trust Funds.

9.4. Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on a Project shall be governed by the Master Agreement of the respective crafts, copies of which shall be on file with the District, to the extent such Master Agreement is not inconsistent with the applicable Department of Industrial Relations Prevailing Wage Determinations which shall establish minimum wages. Where a subject is covered by the Master Agreement and not covered by a Wage Determination or this Agreement, the Master Agreement will prevail. When a subject is covered by both the Master Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

ARTICLE 10

LOCAL HIRE

10.1. It is an objective of the parties that not less than 25 percent (25%) of all hours worked by journeyman and apprentices on the Project, on a craft by craft basis, be worked by residents of the area served by the Contra Costa Community College District. The Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor(s)/Employer(s). The parties to this Agreement support the development of increased numbers of skilled construction workers from the area served by the District. To the extent allowed by law, and consistent with the local Union's hiring hall provisions, and as long as they possess the requisite skills and qualifications, residents of the area served by the District, including journeyman and apprentices, shall be referred for Project work covered by this Agreement.

ARTICLE 11

COMPLIANCE

11.1. It shall be the responsibility of the Contractor(s)/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article 9. Nothing in this agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit Trust Funds to collect delinquent Trust Fund contributions from Employers on the Project. The District shall monitor and enforce compliance with the prevailing wage requirements of the State and Contractor(s)/Employer(s) compliance with this Agreement if the District operates a labor compliance program ("LCP") on the Covered Project and if that LCP requires the District to monitor and enforce this compliance.
ARTICLE 12

GRievANCE ARBITRATION PROCEDURE

12.1. The parties understand and agree that questions between or among parties signatory to a Master Agreement arising out of or involving the interpretation of a Master Agreement shall be resolved under the grievance procedure provided in that Master Agreement. The parties further understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, such dispute shall be settled by means of the procedures set out herein. No grievance filed under this Grievance Arbitration Procedure shall be recognized unless the grieving party (Union on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own behalf) provides notice in writing to the signatory party with whom it has a dispute within five (5) days after becoming aware of the dispute but in no event more than thirty (30) days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in this Section 12.1 may be extended by mutual written agreement of the parties.

12.2. Grievances shall be settled according to the following procedures:

   Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved local Union or his/her designee, or the representative of the employee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

   Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, the International Union Representative and the Contractor involved shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. In the event that these representatives are unable to resolve the dispute after its referral to Step 2, either involved party may submit it within three (3) business days to the Grievance Committee, which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives on the Grievance Committee), to confer in an attempt to resolve the grievance. The Grievance Committee shall be comprised of

   • two (2) representatives of the District; and

   • two (2) representatives of the Contra Costa Building & Construction Trades Council.

If the dispute is not resolved within such time (five (5) business days after its referral or such longer time as mutually agreed upon) it may be referred within five (5) business days by either party to Step 3.

   Step 3: Within five (5) business days after referral of a dispute to Step 3, the representatives shall choose a mutually agreed upon arbitrator for final and binding
arbitration. The parties agree that if the permanent arbitrator or his alternate is not available, an arbitrator shall be selected by the alternate striking method from the list of five (5) below:

1. Barry Winograd
2. Thomas Angelo
3. Robert Hirsch
4. William Riker
5. Joseph Grodin

The decision of the Arbitrator shall be binding on all parties. The Arbitrator shall have no authority to change, amend, add to, or detract from, any of the provisions of the Agreement. The expense of the Arbitrator shall be divided equally between the parties to the arbitration.

The Arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding Arbitrator.

The time limits specified in any step of the Grievance Procedure set forth in Section 12.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without an agreed upon extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like or similar grievances or disputes.

In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

ARTICLE 13

JURISDICTIONAL DISPUTES

13.1. The assignment of Covered Work will be solely the responsibility of the Employer 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 (the "Plan") or any successor Plan.

13.2. All jurisdictional disputes on this Project between or among the Building and Construction Trades Unions and their employers, parties to this Agreement, shall be settled and
adjusted according to the present Plan established by the Building and Construction 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 Employers and Unions parties to this Agreement.

13.2.1. For the convenience of the parties, and in recognition of the expense of travel
between Northern California and Washington, DC, at the request of any party to a
jurisdictional dispute under this Agreement 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 applicable Building and Construction
Trades Council. All other procedures shall be as specified in the Plan.

13.3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work
stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until
the dispute is resolved. Individuals violating this Section shall be subject to immediate
discharge.

13.4. Each Employer will conduct a pre-job conference with the Local Council prior to
commencing work. Primary Employer will be advised in advance of all such conferences and
may participate if they wish. Pre-job conferences for different Employers may be held together.

ARTICLE 14

APPRENTICES

14.1. Recognizing the need to maintain continuing support of programs designed to develop
adequate numbers of competent workers in the construction industry, the
Contractor(s)/Employer(s) shall employ apprentices of a State-approved Apprenticeship
Program in the respective crafts to perform such work as is within their capabilities and which is
customarily performed by the craft in which they are indentured.

14.2. The apprentice ratios will be in compliance with the applicable provisions of the
California Labor Code and Prevailing Wage Rate Determination.

14.3. There shall be no restrictions on the utilization of apprentices in performing the work of
their craft provided they are properly supervised.

ARTICLE 15

HELMETS TO HARDHATS

15.1. The Contractors/Employers and Unions recognize a desire to facilitate the entry into the
building and construction trades of veterans and members of the National Guard and Reserves
who are interested in careers in the building and construction industry. The
Contractors/Employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center"), a joint Labor-Management Cooperation Trust Fund, established under the authority of Section 6(b) of the Labor-Management Cooperation Act of 1978, 29 U.S.C. Section 175(a), and Section 302(c)(9) of the Labor-Management Relations Act, 29 U.S.C. Section 186(c)(9), and a charitable tax exempt organization under Section 501(c)(3) of the Internal Revenue Code, 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.

15.2. The Unions and Contactors/Employers agree to coordinate with the Center to create and maintain an integrated database of veterans and members of the National Guard and Reserves interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Contactors/Employers and Unions will give credit to such veterans and members of the National Guard and Reserves for bona fide, provable past experience.

15.3. In recognition of the work of the Center and the value it offers to the Project, Contactors/Employers performing work on the Project, on a voluntary basis, may elect to contribute to the Center the amount of one cent ($0.01) per hour for each hour worked by each individual employee covered by this Agreement. Any such payments shall be forwarded monthly to the Center in a form and manner to be determined by the Center's Trustees.

15.4. The Center shall function in accordance with, and as provided in the Agreement and Declaration of Trust creating the fund, and any amendments thereto, and any other of its governing documents. Each Contractor(s)/Employer(s) electing to contribute to the Center approves and consents to the appointment of the Trustees designated pursuant to the Trust Agreement establishing the Center and hereby adopts and agrees to be bound by the terms and provisions of the Trust Agreement.

ARTICLE 16

MANAGEMENT RIGHTS

16.1. The Contractor(s)/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees except that lawful manning provisions in the Master Agreement shall be recognized.

16.2. Except as provided in Section 2.1, there shall be no limitation or restriction upon the choice of materials or upon the full use and installation of equipment, machinery, package units, factory pre-cast prefabricated or preassembled materials, tools or other labor saving devices. The on-site installation or application of all items shall be performed by the craft having jurisdiction over such work; provided, however, it is recognized that installation of specialty items which may be furnished by the owner of the Project or a Contractor shall be performed by
construction persons employed under this Agreement who may be directed by other personnel in a supervisory role, provided, however, in limited circumstances requiring special knowledge of the particular item(s), may be performed by construction persons of the vendor or other companies where necessary to protect a manufacturer’s warranty. In such instances all provisions of this Agreement shall apply. The issue of whether it is necessary to use construction persons of the vendor or other companies to protect the manufacturer’s warranty shall be subject to the grievance and arbitration clause of this Agreement.

ARTICLE 17

SAVINGS CLAUSE

17.1 The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any applicable law, by a court of competent jurisdiction such as the Department of Industrial Relations, the Division of Apprenticeship Standards, and other applicable labor related governmental agencies the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction or other labor related governmental authorities, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

ARTICLE 18

MISCELLANEOUS PROVISIONS

18.1 Counterparts: This Agreement may be executed in counterparts, such that original signatures may appear on separate pages, and when bound together all necessary signatures shall constitute an original. Facsimile signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signature.

18.2 Warranty of Authority: Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

18.3 Ratification by Governing Board: This Agreement shall not be binding on the District until it is approved by the Contra Costa Community College District Governing Board.

18.4 The Agreement shall be included as a condition of the award of all Construction Contracts that are a part of the PSA Program.

18.5 The parties shall establish and implement reasonable substance abuse testing procedures and regulations, which may include prehire, reasonable cause, random and post-
accident testing, to the extent permitted and/or required by Federal and State Law. Should the District administrator for the PSA approve an established program to which signatory Unions are currently a party, such program may become the Project-wide substance abuse testing program, after consultation with the Unions. Until there is such a Project-site substance abuse testing procedure negotiated by the District administrator and the Unions for the PSA, such substance abuse testing procedures as are contained in the Schedule A’s shall be applicable to work on the Project, pursuant to their terms.

Contra Costa Community College District

BY: Helen Benjamin
Chancellor

DATE: 10-22-12

Contra Costa Building & Construction Trades
Council AFL-CIO (Council)

BY: Greg Feere
Secretary-Treasurer
Business Manager

Exhibit A
Agreement to Be Bound

Project Stabilization Agreement

The undersigned, as a Contractor on the Contra Costa Community College Project Stabilization Agreement "Project", subject to the Project Stabilization Agreement "Agreement", for and in consideration of the award to it of a contract to perform work on said Project, and in further consideration of the promises made in the Agreement and all attachments, a copy of which was received and is acknowledged, hereby:

1. Accepts and agrees to be bound by the terms and conditions of the Agreement together with any and all amendments and supplements now existing or which are later made thereto only for the duration and scope of the Contractor's work on the Project.

2. The Contractor agrees to be bound by the legally established trust agreements designated in local master collective bargaining agreements. The Contractor authorizes the parties to such local trust agreements to appoint trustees and successor trustee to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

3. Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said Agreement.

4. Agrees to secure from any Contractor(s) (as defined in said Agreement) which are or become a subcontractor (of any tier) to it a duly executed Agreement to be Bound in a form identical to this document.

___________________________________   ___________________________
Signature of (Sub)Contractor     Date

___________________________________________ ___________________________
(Authorized Officer & Title)     Contractor's State License #
Exhibit B

List of "Schedule A" Agreements:
Collective Bargaining Agreements of each craft signatory to this Project Stabilization Agreement

1. Asbestos Workers Local 16
2. Boilermakers Local 549
3. Bricklayers Local 3
4. Northern California Regional Council of Carpenters for and on Behalf of Their Affiliated Crafts
5. Sheet Metal Workers Local 104
6. Operating Engineers Local 3
7. Painters District Council 16
8. Sprinkler Fitters Local 483
9. United Association Local 342
10. Teamsters Local 315
11. Hod Carriers Local 166
12. Roofers Local 81
13. Iron Workers Local 378
14. Laborers Local Union 324
15. Laborers Local Union 67
16. Cement Masons Local 300
17. Electrical Workers Local 302
18. Plasterers Local 66
19. United Association Local 159
20. United Association Local 355
21. Elevator Constructors Local 8
SIGNATURE PAGE
UNIONS

Asbestos Workers Local 16

Boilermakers Local 549

Bricklayers Local 3

Northern California Regional Council of Carpenters for and on Behalf of Their Affiliated Crafts

Sheet Metal Workers Local 104

Operating Engineers Local 3

Painters District Council 16

Sprinkler Fitters Local 483

United Association Local 342

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Project Stabilization Agreement - Contra Costa Community College District  10-02-12
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PSA for the Contra Costa Community College District 2012
# Section 00700
## General Conditions

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ARTICLE 1
GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

- **Action of the Governing Board** is a vote of a majority of the District’s governing board.

- **Approval** for a Contract, Agreement, or Change Order means written authorization through action of the governing board unless specific delegation of approval authority is delegated to a District representative.

- **Approved**. The term “approved,” when used to convey Architect’s action on Contractor’s submittals, applications, and requests, is limited to Architect’s duties and responsibilities as stated in the Conditions of the Contract.

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

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

- **Bid/Bidders.** The term Bid and Proposal have the same meaning, and the same is true for Bidders and Proposers.

- **Contract or Agreement.** When the terms are used in these General Conditions shall be references to the Contract Documents as defined herein.

- **Contract Price.** The price stated in the Construction Agreement including authorized adjustments, the total amount payable by the District to the Contractor for performance of the Work. The Contract Price is also referred sometimes to as the Contract Sum or Contract Amount.

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

- **Contractor.** Whenever the term “Contractor” is used in the Contract or elsewhere in the Contract Documents, it refers to a person or entity that has an agreement directly with the District to perform any of the work for the Project. The term Contractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Contractor or his authorized representative. The term Contractor does not include any contractors under separate and direct contract with the District. A Subcontractor is a person or entity that has a direct or indirect contract with the Contractor to perform any of the Work at the site.

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

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

1.1.13 Contractor, District, and Architect are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if they are of singular number and neuter gender. Any reference to “Owner” shall mean “District.”

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

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

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

1.1.17 District. Whenever the term “District” is used in the Contract Documents, it refers to the Contra Costa Community College District or those persons designated by the District to act in/on its behalf.

1.1.18 The Drawings are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

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

1.1.20 Exposed. Whenever this term is used it shall be understood to mean any item or surface, exterior, or interior, which can be seen by a person outside the building, or seen by a person inside any usable space within the building during normal activity. Mechanical and electrical rooms, utility and service tunnels, air handling rooms, and penthouses or platforms shall be considered to have exposed surfaces, as shall the mechanical and electrical construction within them. The interior of closets and alcoves shall be considered exposed surfaces, and shall be finished to match the finish of the adjoining room or space, unless another finish is shown. The interiors of cabinets shall be considered exposed, but a finish different from that of the exterior may be permitted or specified. Spaces which are not normally occupied or used by occupants or building staff, such as shafts, hoistways, ceiling plenums, attics and crawl spaces shall be considered “concealed” spaces, unless finishes are shown or specified for their surfaces.
1.1.21 Final Completion. The date when all Work for the total project has been completed in accordance with the terms of the Contract Documents and has been inspected following completion of Work identified in the Punchlist Inspection and accepted by the Architect and the District. Final Completion is also sometimes referred to as Final Acceptance.

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

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

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

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

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

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

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

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

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

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

1.1.32 The Project Manual. The Project Manual is the volume assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Conditions of the Contract, and Specifications.
1.1.33 **The Project Site.** Project Site is the space available for performing construction activities. The extent of Project Site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built. The Project Site is also referred to as the Site.

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

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

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

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

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

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

1.1.40 **The Specifications.** The Specifications are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

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

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

1.1.43 **Subcontractor,** as used herein, includes those having direct or indirect contracts with Contractor and ones who furnished labor, material or services for a special design according to drawings and specifications of this Work, but does not include ones who merely furnish material not so worked.
1.1.44 **Substantial Completion.** The date on which the Work or designated portion thereof, as certified by the District and Architect, is sufficiently complete, in accordance with the Contract Documents, so the District, may occupy or utilize the Work or designated portion thereof for the use for which it is intended.

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

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

1.1.47 **Workers** includes laborers, workers, and mechanics.

1.2 **EXECUTION, CORRELATION AND INTENT**

1.2.1 **Correlation and Intent**

1.2.2.1 **Documents Complementary and Inclusive.** The Contract Documents are complementary and are intended to include all items required for the proper execution and completion of the Work. All Contract Documents form the Contractor’s contract with the District. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.

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

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

1.2.2.4 **Conformance With Laws.** Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, even if through mistake or otherwise any such provision is not inserted, or is not correctly inserted.
1.2.2.5 Before submitting its Bid, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public and municipal utilities affecting the construction and operation of the physical plant of the Project, all quasi-governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. Such checking shall include Title 21 and Title 24 of the California Code of Regulations, California Building Code, local utility, local water connection, local grading and all other applicable agencies. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with the Contract Documents prior to submitting its bid or after submitting its bid if discovered thereafter, Contractor shall, within five (5) days, notify Architect and District in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Project.

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

1.2.2.7 Ambiguity and Inconsistency. Before submitting its Bid, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall notify District in writing of any perceived or alleged error, inconsistency, conflict, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Price or the time for performance. If Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Contractor which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Contract Price or the time for performance.

1.2.3 Addenda and Deferred Approvals

1.2.3.1 Addenda are the changes in specifications, drawings, and contract documents, which have been authorized in writing by the District or Architect prior to receipt of bids, and which alter, explain, or clarify the contract documents. Addenda shall govern over all other Contract Documents. Subsequent addenda issued shall govern over prior addenda unless otherwise specified in the addenda.

1.2.3.2 Deferred Approvals. Contract Documents which require deferred approval items are meant to be for illustration purposes only. Contractor is responsible for all deferred approval requirements set forth in the Contract Documents. Contractor is responsible to comply with all laws, building codes, and regulations necessary to obtain all necessary approvals, including those required from the Division of the State Architect (“DSA”) and the State Fire Marshall. Contractor shall not be granted an extension of time for failure to obtain necessary approvals due to failure to comply with laws, building codes, and other regulations (including Title 24 of the California Code of Regulations). Contractor shall schedule all deferred approval items in its progress schedule pursuant to Specification Section 01310, Construction Scheduling. If Contractor fails to include deferred-approval items in its schedule which results in a critical path delay, then Contractor shall be subject to the assessment of liquidated damages.
1.2.3.3 Deferred Approval Requirements. Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the Specifications. All deferred approvals shall be prepared by Contractor or Contractor’s agent early enough so as to not delay the Project. Contractor is aware that Title 21 California Code of Regulations Section 17(g) and Title 24 California Code of Regulations Section 4-317 have specific requirements for deferred approval as to governing agencies and as to the Architect and Engineer for the Project. As a result, any delay associated with the time for approval by applicable agencies or by the Architect or Architect’s consultants shall be Contractor’s.

1.2.3 Specification Interpretation

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

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

1.2.3.3 General Conditions. The General Conditions and Supplementary General Conditions are a part of each and every section of the Specifications.

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

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

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

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

1.2.4 Rules of Document Interpretation
1.2.4.1 In the event of conflict within the drawings, the following rules shall apply:

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

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

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

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

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

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

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

(a) General Conditions take precedence over Drawings and Specifications.

(b) Special Conditions take precedence over General Conditions.

(c) The Agreement shall take precedent over the Special Conditions.

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

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

The Drawings, Specifications, and other contract documents for the Project are the property of the District and/or Architect pursuant to Education Code § 17316. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. All copies except the Contractor’s record set, shall be returned or properly accounted for upon completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work. The District and/or Architect hereby grants the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings, Specifications, and other documents prepared for the Project in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the District’s property interest or other reserved right.
ARTICLE 2
DISTRICT

2.1 INFORMATION AND SERVICES REQUIRED OF THE DISTRICT

2.1.1 Site Survey.

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

2.1.2 Soils.

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

2.1.3 Contractor Reliance.

A soils investigation report has been obtained from test holes at the Site, and such report is available for the Contractor’s use in preparing its bid and Work under this Contract. The soils report is provided for review. Any information obtained from such report or any other information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only. If, during the course of Work under this Contract, Contractor encounters subsurface conditions which differ materially from those indicated in the soils investigation report, then Contractor shall notify the District within five (5) calendar days of discovery of the condition, and changes to the contract price may be made in accordance with Specification Section 01250 entitled “Contract Modification Procedures.” Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages in the event the Contractor fails to notify District within the five-day period mentioned above.

WARNING: DISTRICT DOES NOT WARRANT THE SOILS AT THE PROJECT SITE. SOILS INVESTIGATION REPORT IS PROVIDED FOR CONTRACTORS INFORMATION ONLY. CONTRACTOR HAS CONDUCTED AN INDEPENDENT INVESTIGATION OF THE PROJECT SITE AND THE SOILS CONDITIONS OF THE SITE. DISTRICT DOES NOT WARRANT THE SOILS CONDITIONS OF THE SITE AND CONTRACTOR IS FULLY RESPONSIBLE TO ASCERTAIN SITE CONDITIONS FOR THE PURPOSES OF DETERMINING CONSTRUCTION MEANS AND METHODS PRIOR TO COMMENCING CONSTRUCTION. THE SOILS INVESTIGATION REPORT IS NOT A CONTRACT DOCUMENT.

2.1.4 Utilities.

2.1.4.1 Regional Notification Center. Contractor, except in an emergency, shall contact the appropriate regional notification center at least two working days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and carried out by the Contractor unless such an inquiry
Identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor. Any damages arising from failure to make appropriate regional notification shall be at the sole risk of Contractor. Any delays caused by failure to make appropriate regional notification shall be at the sole risk of Contractor and shall not be considered for extension of time pursuant to Paragraph 8.4.

2.1.4.2 Utilities – Removal and Restoration

The District has endeavored to determine the existence of utilities at the Site of the Work from the records of the District of known utilities in the vicinity of the Work. The positions of these utilities as derived from such records are shown in the Contract Documents.

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

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

2.1.4.3 Other Utilities.

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

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

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

When it is necessary to remove, relocate, or temporarily maintain a utility which is not shown on the drawings or is in a position different from that shown on the drawings and were it in the position shown on the drawings would not need to be removed, relocated, or temporarily maintained, and the cost of which is not required to be borne by the owner thereof, the District will make arrangements with the owner of the utility for such work to be done at no cost to the Contractor, or will require the Contractor to do such work in accordance with Specification Section 01250 or will make changes in the alignment and grade of the Work to obviate the necessity to remove, relocate, or temporarily maintain the utility. Changes in alignment and grade will be ordered in accordance with Specification Section 01250.
No representations are made that the obligations to move or temporarily maintain any utility and to pay the cost thereof is or is not required to be borne by the owner of such utility, and it shall be the responsibility of the Contractor to investigate to find out whether said cost is required to be borne by the owner of the utility.

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

2.1.5 Existing Utility Lines; Removal, Relocation.

2.1.5.1 Main or Trunkline Facilities

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

The District has the responsibility to identify, with reasonable accuracy, main or trunkline facilities on the drawings and specifications. In the event that main or trunkline utility facilities are not identified with reasonable accuracy in the drawings and specifications, District shall assume the responsibility for their timely removal, relocation, or protection.

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

The Contractor shall exercise reasonable care and shall be compensated by the District for the actual verified field costs of locating, and removing, relocating, protecting or temporarily maintaining such main or trunkline utility facilities not indicated with reasonable accuracy in the drawings and specifications, and for equipment in use on the project necessarily idled during such work. This work shall be performed in accordance with Specification Section 01250 of these Contract Documents.

Alternatively, District may make changes in the alignment and grade of the work to obviate the need to remove, relocate, or temporarily maintain the utility, in accordance with Specification Section 01250 or District may make arrangements with the owner of the utility for such work to be done at no cost to the Contractor.

The Contractor shall not be assessed a forfeiture for delay in completion of the Project when such delay is caused by the failure of the District or the owner of the utility to provide for the removal, relocation, protection or temporary maintenance of all such main or trunkline facilities not indicated with reasonable accuracy.

Nothing herein shall preclude the District from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.

Nothing herein shall be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

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

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

2.1.6 Easements.

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

2.2 DISTRICT’S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, including, but not limited to:

1. Failure to supply adequate workers on the entire Project or any part thereof;
2. Failure to supply a sufficient quantity of materials;
3. Failure to perform any provision of this Contract;
4. Failure to comply with safety requirements, or due to Contractor is creation of an unsafe condition;
5. In the case of bona fide emergency;
6. Failure to order materials in a timely manner;
7. Failure to prepare deferred-approval items or shop drawings in a timely manner;
8. Failure to comply with Contractor’s schedule which would result in a delay to the critical path;

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails (within a five-day period after receipt of written notice or a shorter time period expressly stated in the written notice from the District in an emergency situation) to commence and continue correction of such default with diligence and promptness, the District may correct such deficiencies without prejudice to other remedies the District may have, including those set forth in Article 14 after providing five-day written notice to Contractor and Surety. If during this five (5) day period, Surety personally delivers notice to District that it intends to perform such work, District shall allow Surety seven (7) days to perform. In an emergency situation, the District may correct such deficiencies without prejudice to other remedies the District may have, including those set forth in Article 14 after providing 48 hours’ notice to the Contractor. In either case, the Contractor will be invoiced the cost of correcting such deficiencies, including compensation for additional services and expenses made necessary by such default, or neglect. The invoice amount shall be deducted from the next payment due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the District.
ARTICLE 3
THE CONTRACTOR

3.1 SUPERVISION AND CONSTRUCTION PROCEDURES

3.1.1 Contractor.

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

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

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

All inconsistencies or times which appear to be in error in the drawings and specifications shall promptly be called to the attention of the Architect or, Engineer, for interpretation or correction. Local conditions which may affect the structure shall be brought to the Architect’s attention at once. In no case, shall the instruction of the Architect be construed to cause work to be done which is not in conformity with the approved drawings, specifications, change orders, construction change directives, and as required by law.

The Contractor shall not carry on Work except with the knowledge of the Inspector of Record.

(c) Verified Reports. The Contractor shall make and submit to the District from time to time, verified reports as required in Section 36 of Title 21 and Section 4-366 of Title 24.

Contractor shall fully comply with any and all reporting requirements of Education Code Sections 81147.

3.1.2 Contractor Responsibility.

The Contractor shall be responsible to the District for acts and omissions of the Contractor’s employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.
3.1.3 Obligations not Changed by Architect’s Actions.

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect’s administration of the Contract or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.1.4 Acceptance/Approval of Work.

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

3.1.5 Performance of Work With Own Force.

Contractor shall perform at least 10% of the Work, exclusive of supervisory and clerical work without the services of any subcontractor. Contractor shall supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall submit scope of specific work to be self-performed at same time as submission of subcontractor percent of work list required by Section 00300.

3.2 SUPERVISION

3.2.1 Full Time Supervision.

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

3.2.2 Staff.

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

3.2.3 Right to Remove.

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

3.3 LABOR AND MATERIALS

3.3.1 Contractor to Provide.

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

3.3.2 Quality.

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

3.3.3 Replacement.

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

3.3.4 Discipline.

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

3.3.5 Not used.

3.3.6 Noise, Drugs, Tobacco, and Alcohol.

Contractor shall take all steps necessary to insure that employees of Contractor or any of its subcontractors’ employees do not use, consume, or work under the influence of any alcohol, tobacco or illegal drugs while on the project. Contractor shall further prevent any of its employees or its subcontractor
employees from playing any recorded music devices or radios or wearing any radio headphone devices for entertainment while working on the project. Likewise, Contractor shall prevent its employees or subcontractor’s employees from bringing any animal onto the project. Contractors shall not violate any written school policies.

3.3.7 Delivery of Material.

Contractor shall place orders for materials or equipment so that the Work may be completed in accordance with the Construction schedule for the Work as set forth in Article 8 of this Agreement. Contractor shall, upon demand from the Architect, furnish to the Architect documentary evidence including, but not limited to purchase orders, invoices, bills of materials, work orders and bills of lading, showing that orders have been placed.

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

No material, supplies, or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by it, to District free from any claims, security interests, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to place a lien upon the premises or any improvement or appurtenance thereof, except that Contractor may install metering devices or other equipment of a utility company or political subdivision, title to which is commonly retained by the utility company or political subdivision. In event of installation of any such metering device or equipment, Contractor shall advise District as to its owner within five (5) days of such installation in writing, prior to making the installation.

3.3.9 Title to Materials.

The title to new materials or equipment for the Work of this Contract, and attendant liability for its protection and safety, shall remain with Contractor until incorporated in the Work of this Contract and accepted by the District and Architect; no part of said materials shall be removed from its place of storage, and Contractor shall keep an accurate inventory of all said materials and equipment in a manner satisfactory to the District or its authorized representative.

3.3.10 Assemblies.

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

3.4 NOISE CONTROL

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

3.5 **WARRANTY**

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

(a) In addition to any other warranties and guaranties provided elsewhere, Contractor shall, and hereby does, warrant all Work after the date of Notice of Completion of Work by District and shall repair or replace any or all such work, together with any other work, which may be displaced in so doing that may prove defective in workmanship or materials within a one (1) year period from date of completion as defined in Public Contract Code Section 7107(c) without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

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

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

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

3.6 **TAXES**

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

3.7 **PERMITS, FEES AND NOTICES**
3.7.1 Payment.

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work which are necessary after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). District shall be responsible for all testing and inspection as required by the DSA on-site or within the distance limitations set forth in Paragraph 13.5.2, unless a different mileage range is specified in the Special Conditions.

3.7.2 Compliance.

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

3.7.3 Responsibility.

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

3.8 DSA VERIFIED REPORTS AND CERTIFICATE OF COMPLIANCE

3.8.1 Contractor Actions.

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

3.8.2 Final Verified Report.

Notwithstanding any provision of the Contract Documents to the contrary, the completion and filing of the Final Verified Report with DSA by the Contractor is an express condition precedent to the District’s disbursement of Twelve Thousand Dollars ($12,000) of the Contract Price due the Contractor under this Agreement (“the Final Verified Report”). The Final Verified Report is in addition to, and not in lieu of, retention withheld and retained by the District from Progress Payments disbursed to the Contractor during construction. The District’s disbursement of the Final Verified Report to the Contractor shall be made by the District within thirty (30) days of the presentation by the Contractor to the District, Project Inspector, and Architect, of reasonably satisfactory written evidence that the Contractor has filed the Contractor’s Final Verified Report with DSA in accordance with the preceding and the submission of a billing statement by the Contractor to the District for payment of the Final Verified Report. If the Contractor fails to file the Final Verified Report
with DSA within ten (10) days of the determination of the Contract Final Completion, notwithstanding the preparation or filing of such Final Verified Report by the Contractor thereafter, the District may in the sole and exclusive discretion of the District withhold from disbursement to the Contractor all or any part of the Final Verified Report as damages for the failure of the Contractor to have timely discharged its obligations hereunder.

3.9  (Not used.)

3.10  DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the Site for the District one current copy of the International Building Code, Titles 19, 21 and 24 of the California Code of Regulations and one record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings, Product Data, Samples, and similar required submittals. These documents shall be available to the Architect and shall be delivered to the Architect for delivery to the District upon completion of the Work.

3.11  SUBSTITUTIONS

3.11.1  NOT USED

3.11.2  NOT USED

3.11.3  NOT USED

3.11.4  PRODUCT SUBSTITUTIONS

3.11.4.1  One Product Specified. Unless the Specifications state that no substitution is permitted, whenever the Contract Documents indicate any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction or any specific name, make, trade name, or catalog number, with or without the words “or equal,” such specification shall be deemed to be used for the purpose of facilitating description of the material, process, or article desired and shall be deemed to be followed by the words “or equal” unless the Contract Documents specify “no substitution allowed”, “no equal”, “no equivalent”, “to match campus standard”, or other language with similar meaning, in which case no substitutions will be allowed. Pursuant to Paragraph 3.11.4.3, the Contractor may, unless otherwise stated, at time of bid offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified (“Specified Item”) and will completely accomplish the purpose of the Contract Documents.

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

3.11.4.3 Substitution Request Form. Requests for substitutions of products, materials, or processes in place of a Specified Item must be submitted in writing on the District’s Substitution Request Form (“Request Form”) within three (3) work days after bid opening, except as provided for in Paragraph 3.11.4.2.

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

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

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

3.11.4.5 After bids are opened, the apparent lowest bidder shall provide, within ten (10) days of opening such bids, any and all Drawing, Specifications, samples, performance data, calculations, and other information, as may be required to assist the Architect and the District in determining whether the proposed substitution is acceptable. The burden of establishing these facts shall be upon the bidder.

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

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

3.12 Integration of Work

3.12.1 Scope.

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

3.12.2 Structural Members.

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

3.12.3 Subsequent Removal.

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

3.13 CLEANING UP

3.13.1 Contractor’s Responsibility.

Contractor at all times shall keep premises free from debris such as waste, dust, excess water, storm water runoffs, rubbish, and excess materials and equipment. Contractor shall not leave debris under, in, or about the premises, but shall promptly remove same from the premises and dispose of it in a lawful manner. Disposal receipts or dump tickets shall be furnished to the Architect within five (5) days of request. Upon completion of Work, Contractor shall clean interior and exterior of buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected, so surfaces are free from foreign material or discoloration; Contractor shall clean and polish all glass, plumbing fixtures, equipment, finish hardware and similar finish surfaces. Upon completion of the Work, Contractor shall also remove temporary utilities, fencing, barricades, planking, sanitary facilities and similar temporary facilities from Site.

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

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

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

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

(c) Remove temporary protection and clean and polish floors and waxed surfaces.
(d) Clean and polish hardware and plumbing trim; remove stains, dust, dirt, plaster and paint.

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

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

(g) Vacuum-clean carpeted surfaces.

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

3.13.2 Failure to Cleanup.

If the Contractor fails to clean up as provided in the Contract Documents, the District may do so, and the cost thereof shall be the responsibility of the Contractor and deducted from the next progress payment.

3.14 ACCESS TO WORK

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

3.15 ROYALTIES AND PATENTS

3.15.1 Payment and indemnity for Infringement.

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

3.15.2 Review.

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

3.16 INDEMNIFICATION

3.16.1 Contractor.

Contractor shall defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the
Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorneys fees or other proceeding based upon such act, omission, or breach.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorneys fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to, loss (including theft), or loss of use of, any property, sustained by any person, firm or corporation, including District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and Contractor’s subcontractors/supplies/sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Materialman of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic’s lien claims.

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

Contractor shall ensure that its contract with each of its subcontractors contains provisions requiring the subcontractors to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California to a minimum level as set forth in this Article and consistent with the language of 3.15.1.

The Contractor’s and Subcontractors’ obligation to defend, indemnify and hold harmless the District, Architect, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty or guaranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; and (4) products installed in or used in connection with the Work.

3.17 SUBMISSION OF DAILY REPORTS
3.17.1 General.

At the close of each working day, the Contractor shall submit a daily report to the District and the Inspector, on forms approved by the District, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day. An attempt shall be made to reconcile the report daily, and it shall be signed by a District representative and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved that day. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through the Contractor.

3.17.2 Labor.

The report required by Paragraph 3.17.1 shall show names of workers, classifications, hours worked and hourly rate. Project superintendent expenses are not allowed.

3.17.3 Materials.

The report required by Paragraph 3.17.1 shall describe and list quantities of materials used and unit costs.

3.17.4 Equipment.

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

3.17.5 Other Services and Expenditures.

Other services and expenditures shall be described in detail as the District requires.
ARTICLE 4
ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 Replacement of Architect.

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

4.2 ARCHITECT’S ADMINISTRATION OF THE CONTRACT

4.2.1 Status.

Pursuant to Titles 24 and 21 of the California Code of Regulations and as required pursuant to the Field Act, Education Code 17280 et. Seq. the Architect will provide administration of the Contract Documents and the Work, and will be a District representative during construction, as well as during the one (1) year period following the commencement of any warranties or guaranties. The Architect will have authority to act on behalf of the District only to the extent provided in the Contract Documents.

4.2.2 Site Visits.

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

4.2.3 Limitations of Construction Responsibility.

The Architect shall not have control over, charge of, or be responsible for construction means, methods, techniques, schedules, sequences or procedures, fabrication, procurement, shipment, delivery, receipt, installation, or for safety precautions and programs in connection with the Work, since these are solely the Contractor’s responsibility under the Contract Documents. The Architect shall not be responsible for the Contractor’s, Subcontractors’, material or equipment suppliers’, or any other person’s schedules or failure to carry out the Work in accordance with the Contract Documents. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, their agents or employees, or any other persons or entities performing or supplying portions of the Work. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect’s administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.4 Communications Facilitating Contract Administration.

Except as otherwise provided in the Contract Documents the Contractor shall communicate through the District representative. The District representative shall be promptly informed, and shall receive copies of all written communications. Contractor shall not rely upon any communications from the District that is not from the District’s representative. Communications by and with the Architect’s consultants shall be through the Architect. Communications by and with Subcontractors and material or equipment suppliers shall be through the Contractor.
4.2.5 Payment Applications.

The Architect will review and make recommendations to the District regarding the amounts due the Contractor on the Certificates for Payment pursuant to Specification Section 01290 and subject to the Inspector’s approval and Architect’s observation.

4.2.6 Rejection of Work.

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

4.2.7 Warranties and Guaranties Upon Completion.

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

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

4.2.8 Interpretation.

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

4.2.9 Additional Instructions.

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

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

4.3.1 General.

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

4.3.2 Inspector’s Duties.

All Work shall be under the observation of the Inspector. The Inspector shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor’s responsibility for providing efficient and capable superintendence. The Inspector is not authorized to make changes in the drawings or specifications nor shall the Inspector’s approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

4.3.3 Inspector’s Authority to Reject or Stop Work.

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

4.3.4 Not used.

4.3.5 Testing Times.

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

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

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

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

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

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

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

(f) Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time of completion.

(g) Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.

(h) Services in conjunction with more than one (1) re-review of submittals of shop drawings, product data, samples, etc.

4.5 Disputes

4.5.1 Decision of Architect.

Disputes between District and Contractor involving money or time, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for action as provided in Paragraph 4.5.2. A decision by the Architect, as provided in Paragraph 4.5.5, shall be required as a condition precedent to proceeding with remedies set forth in Paragraph 4.5.6 as to all such matters arising prior to the date final payment is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has been completed. The decision by the Architect in response to a Claim shall not be a condition precedent to the remedies under Paragraph 4.5.2 through 4.5.5 in the event: (1) the position of Architect is vacant; (2) the Architect has not received evidence or has failed to render a decision within agreed time limit; (3) the Architect has failed to take action required under Paragraph 4.6.4 within thirty (30) days after the Claim is made, forty-five (45) days have passed after the Claim has been referred to the Architect; or (4) the Claim relates to a Stop Notice Claim not arising from any extra change order or Construction Change Directive for which approval has not been provided.

4.5.2 Architect’s Review.

The Architect will review Claims and take one or more of the following preliminary actions within ten (10) days of receipt of a Claim: (1) request additional supporting data from the Claimant; (2) submit a schedule to the parties indicating when the Architect expects to take action; (3) reject the Claim in whole or in part, stating reasons for rejection; (4) recommend approval of the Claim; or (5) suggest a compromise. The Architect may also, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim.
4.5.3 Documentation if Resolved.

If a Claim has been resolved, the Architect will prepare or obtain appropriate documentation.

4.5.4 Actions if Not Resolved.

If a Claim has not been resolved and all documentation requested pursuant to Paragraph 4.5.2 has been provided, the party making the Claim shall, within ten (10) days after the Architect’s preliminary response, take one or more of the following actions: (1) modify the initial Claim; (2) notify the Architect that the initial Claim stands; or (3) supplement with additional supporting data.

4.5.5 Architect’s Written Decision.

If a Claim has not been resolved after consideration of the foregoing and of other evidence presented by the parties or requested by the Architect, the Architect will notify the parties in writing that the Architect’s decision will be made within twenty (20) days. Upon expiration of such time period, the Architect will render to the parties its written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. The Architect may, but is not obligated to, notify the surety and request the surety’s assistance in resolving the controversy.

4.5.6 Continuing Contract Performance.

Pending final resolution of a Claim, including, negotiation, mediation, arbitration, or litigation, the Contractor shall proceed diligently with performance of the Contract, and the District shall continue to make any undisputed payments in accordance with the Contract. If the dispute is not resolved, Contractor agrees it will neither rescind the contract nor stop the progress of the work, but Contractor’s sole remedy shall be to submit such controversy to determination by a court of competent jurisdiction in the county where the project is located, after the project has been completed, and not before. At the District’s sole option, the District may submit individual disputes for binding arbitration and Contractor agrees to the resolution determined for each individual dispute by Arbitrator, including resolution of time and delays. If binding arbitration is utilized for individual disputes, such resolution is full and final as to that particular Claim.

4.5.7 Claims for Concealed Trenches or Excavations Greater Than Four Feet Below the Surface.

When any excavation or trenching extends greater than four feet below the surface or if any condition involving hazardous substances are encountered:

(a) Immediately upon discovery, The Contractor shall promptly, and before the following conditions are disturbed, notify the District, by telephone and in writing, of the condition except:

1. If such condition is a hazardous waste condition, and Contractor’s bid includes removal or disposal of hazardous substances. Material that the Contractor believes may be a material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law. In such case, the notice bulletin procedures of Specification Section 01250 apply.

2. Subsurface or latent physical conditions at the Site differing from those indicated.
3. Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

(b) The District shall investigate the conditions, and if District finds that the conditions do materially so differ, do involve hazardous waste, and cause a decrease or increase in the Contractor’s cost of, or the time required for, performance of any part of the Work shall issue a change order or construction change directive under the procedures described in the Contract.

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

4.5.8 Claims for Extension of Time.

If Contractor and District cannot agree upon an extension of time, whether compensable or not, then Contractor must have first completed the procedures set forth in Paragraph 8.4. Upon completion of the procedures set forth under Paragraph 8.4, Contractor must then comply with the requirements in this Article including those set forth under Paragraph 4.5.9.

4.5.9 Claims Procedures.

4.5.9.1 Procedure applicable to all Claims:

(a) Definition of Claim: A “Claim” means a separate demand by the Contractor for (1) time extension, (2) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the CONTRACT and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) and amount the payment of which is disputed by the District.

(b) Filing Claim is Not Basis To Discontinue Work: The Contractor shall promptly comply with Work under the Contract or Work requested by the District even though a written Claim has been filed. The Contractor and the District shall make good faith efforts to resolve any and all Claims that may arise during the performance of the Work covered by this contract.

(c) Claim Notification: The Contractor shall within seven (7) calendar days after the Claim arises, submit a notification, in writing, with the District stating clearly the basis for the Claim. If the notification is not submitted within seven (7) days after the Claim arises, the Contractor shall be deemed to have waived all right to assert the Claim, and the Claim shall be denied. Claims submitted after the final payment date shall also be considered null and void by the District. All Claims shall be reviewed pursuant to Paragraph 4.5.1, 4.5.2, and 4.5.5. In order to qualify as a Claim, the written notice must state that it is a Claim submitted under this paragraph of these General Conditions.

(d) Formal Claim Appeal Submission: If the Contractor does not concur with the District’s decision regarding the Claim Notification, the Contractor will issue a formal Claim Appeal within fourteen (14) days of receipt of the District’s decision and all detailed information in support of the Claim Appeal
within thirty (30) days. All appeals shall be submitted before final payment. If the Claim Appeal is not submitted within fourteen (14) calendar days and detailed information within thirty (30) days, the Contractor shall be deemed to have waived its right to assert the Claim and the Claim shall be denied. Contractor’s failure to submit any detailed information which is in the possession of Contractor shall render such information inadmissible by Contractor at trial or arbitration.

(e) Appeal Claim Format: The Contractor shall provide all written detailed documentation which supports the Claim, including but not limited to: arguments, justifications, cost, estimates, schedule analysis and detailed documentation. The format of the Claim Appeal shall be as follows:

(1) Cover letter.

(2) Summary of factual basis of Claim and amount of Claim.

(3) Summary of the basis of the Claim, including the specific clause and section under the Contract under which the Claim is made.

(4) Documents relating to the Claim, including:
   a. Specifications
   b. Drawings
   c. Clarifications (RFI’s)
   d. Other relevant information
   e. Analysis of claim merit.
   f. Analysis of claim cost.
   g. For Claims relating to time extensions, an analysis and supporting documentation evidencing any effect upon the critical path.
   h. Certification.
   i. Chronology of events and related correspondence.
   j. Daily reports and logs.

(f) Certification: The Contractor (and subcontractors, if applicable) shall submit with the Claim a certification under penalty of perjury:

1. That the Contractor has reviewed the Claim and that such Claim is made in good faith;

2. Supporting data are accurate and complete to the best of the Contractor’s knowledge and belief;

3. The amount requested accurately reflects the amount of compensation for which the Contractor believes the District is liable.

4. That the Contractor is familiar with Government Code Sections 12650 et seq. and Penal Code Section 72 and that false Claims can lead to substantial fines and/or imprisonment.

(g) Signature of Certification: If the Contractor is not an individual, the certification shall be executed by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor’s affairs.
Mandatory Claim Appeal Procedure: The Contractor’s Claim Appeal shall be denied if it fails to provide the written basis of the Claim and certification as set forth herein.

District May Request Additional Information: Within thirty (30) days of receipt of the Claim Appeal and the information under this Article, the District may request in writing any additional documentation supporting the Claim or documentation relating to defenses to the Claim which the District may assert.

4.5.9.2 Binding Arbitration of Individual Claim Issues. At the District’s sole option, the District may submit individual disputes, or Claims, to binding arbitration and Contractor agrees to the resolution determined for each individual dispute by Arbitrator, including resolution of time and delays. If binding arbitration is utilized, such resolution is a full and final resolution of the particular Claim or dispute. Under no circumstances may the Contractor stop work, rescind its contract or otherwise slow the progress of Work during resolution of individual Claims in binding Arbitration.

4.5.9.3 Resolution of Disputes in Court of Competent Jurisdiction. If Claims are not resolved under the procedure set forth and pursuant to Article 4.5.9.2, such Claim or controversy shall be submitted to a court in the county of competent jurisdiction after the Project has been completed, and not before.

4.5.9.4 Warranties, Guaranties and Obligations. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon Contractor by the General Conditions and amendments thereto; and all of the rights and remedies available to District and Architect thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations by special warranty or guaranty or by other provisions of the Contract Documents, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.
ARTICLE 5
SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 Subcontractual Relations

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the same obligations and responsibilities, assumed by Contractor pursuant to the Contract Documents. Each subcontract agreement shall preserve and protect the rights of the District and the Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Contractor shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.1.2 Subcontractor Licenses.

All subcontractors shall be properly licensed by the California State Licensing Board.

5.1.3 Substitution of Subcontractor

Substitution of Subcontractors shall be permitted only as authorized under Public Contract Code §§ 4107 et. Seq. Any substitutions of Subcontractors shall not result in any increase in the Contract Price or result in the granting of any extension of time for the completion of the Project.

5.1.4 Contingent Assignment of Subcontracts and Other Contracts

Each subcontract and other contract or agreement for any portion of the Work is hereby assigned by the Contractor to the District provided that:

(a) Such assignment is effective only after termination of this contract with the Contractor by the District as provided herein and only for those subcontracts and other contracts and agreements that the District accepts by notifying the Subcontractor or Materialman (as may be applicable) in writing; and

(b) Such assignment is subject to the prior rights of the Surety(ies) obligated under the Payment Bond and Performance Bond.

The Contractor shall include adequate provisions for this contingent assignment of subcontracts and other contracts and agreements in each such document.
ARTICLE 6
CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS

6.1 DISTRICT’S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 Separate Contracts.

(a) District reserves the right to let other contracts in connection with this Work. Contractor shall afford other contractors reasonable opportunity for (1) introduction and storage of their materials; (2) access to the Work; and (3) execution of their work. Contractor shall properly connect and coordinate its work with that of other Contractors.

(b) If any part of Contractor’s Work depends on proper execution or results of any other contractor, the Contractor shall inspect and within seven (7) days or less, report to Architect, in writing, any defects in such work that render it unsuitable for proper execution of Contractor’s work. Contractor will be held accountable for damages to District for that work which it failed to inspect or should have inspected. Contractor’s failure to inspect and report shall constitute its acceptance of other contractors’ work as fit and proper for reception of its work, except as to defects which may develop in other contractors’ work after execution of Contractor’s work.

(c) To ensure proper execution of its subsequent Work, Contractor shall measure and inspect Work already in place and shall at once report to the Architect in writing any discrepancy between executed Work as built and the Contract Documents.

(d) Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by District in prosecution of the Project and the potential impact of such work on Contractor’s schedule.

(e) Nothing herein contained shall be interpreted as granting to Contractor the exclusive occupancy at the site of Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project Site. If execution of any contract by the District is likely to cause interference with Contractor’s performance of its contract, District shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether work can be coordinated so that contractors may proceed simultaneously.

(f) District shall not be responsible for any damages suffered or extra costs incurred by Contractor resulting directly or indirectly from award or performance or attempted performance of any other contract or contracts at the Project, or caused by any decision or omission of District respecting the order of precedence in performance of contracts.

CONTRACTOR IS AWARE THAT THIS CONTRACT MAY BE SPLIT INTO SEVERAL PHASES. IF THE CONTRACT IS SPLIT INTO PHASES THEN CONTRACTOR HAS MADE ALLOWANCE FOR ANY DELAYS OR DAMAGES WHICH MAY ARISE FROM COORDINATION WITH CONTRACTORS FOR OTHER PHASES. IF ANY DELAYS SHOULD ARISE FROM ANOTHER CONTRACTOR WORKING ON A DIFFERENT PHASE, CONTRACTOR’S SOLE REMEDY FOR DAMAGES, INCLUDING DELAY DAMAGES, SHALL BE AGAINST THE CONTRACTOR WHO CAUSED SUCH DAMAGE AND NOT THE DISTRICT. CONTRACTOR SHALL PROVIDE ACCESS TO OTHER CONTRACTORS FOR OTHER
6.1.2 District’s Right to Carry Out the Work. See Paragraph 2.2.

6.1.3 Designation as Contractor.

When separate contracts are awarded to contractors on the Project Site, the term “Contractor” in the Contract Documents in each case shall mean the Contractor who executes each separate District/Contractor Agreement.

6.1.4 Contractor Duties.

The Contractor shall have overall responsibility to reasonably coordinate and schedule Contractor’s activities with the activities of the District’s own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the District in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors, and the District until subsequently revised. Additionally, Contractor shall coordinate with Architect and District inspector to ensure timely and proper progress of work.

6.2 CONSTRUCTIVE OWNERSHIP OF PROJECT SITE AND MATERIAL

Upon commencement of Work, the Contractor becomes the constructive owner of the entire site, improvements, material and equipment on Project site. Contractor must ensure proper safety and storage of all materials and assumes responsibility as if Contractor was the owner of the Project site. All risk of loss or damage shall be borne by Contractor during the Work until the date of Completion. As construction owner, Contractor must carry adequate insurance in case of calamity and is not entitled to rely on the insurance requirements as set forth in this agreement as being adequate coverage in case of calamity.

6.3 DISTRICT’S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors, and the District as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Paragraph 3.12, the District may clean up and allocate the cost among those it deems responsible.

ARTICLE 7 NOT USED
ARTICLE 8
TIME

8.1 DEFINITIONS

8.1.1 Contract Time.

Contractor shall perform and complete all Work under this Contract within the time specified in the Agreement Form. Moreover, Contractor shall perform its Work in strict accordance with any completion schedule, construction schedule or Project milestones developed pursuant to the provisions of the Contract including, but not limited to the Project Schedule set forth in the Specifications.

8.1.2 Notice to Proceed.

District may give a notice to proceed within three (3) months of the award of the bid by District. Once Contractor has received the notice to proceed, Contractor shall complete the Work in the period of time referenced in the Contract Documents.

In the event that District desires to postpone the giving of the notice to proceed beyond this three-month period, it is expressly understood that with reasonable notice to the Contractor, the giving of the date to proceed may be postponed by District. It is further expressly understood by Contractor, that Contractor shall not be entitled to any Claim of additional compensation as a result of the postponement of the giving of the notice to proceed.

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

8.1.3 Computation of Time.

The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

The Contractor will only be allowed a time extension for unusually severe weather if it results in precipitation or other conditions which in the amount, frequency, or duration is in excess of the norm at the location and time of year in question as established by National Oceanic and Atmospheric Administration (NOAA) weather data. No less than the amount of work days allocated in Section 01305, Delay and Extensions to the Work, shall be allocated equally across the Contract Time, unless otherwise approved by the District, and will be identified as non-working weather days in the Contractor’s Baseline CPM Schedule for the entire Contract period of performance. The weather days shall be shown on the Baseline CPM Schedule and if not used will become float for the Project’s use. A day-for-day extension will only be allowed for those days in excess of the norm. The Contractor is expected to work seven (7) days per week (if necessary, irrespective of inclement weather), to maintain access, and to protect the Work under construction from the effects of inclement weather. If the weather is unusually severe and is in excess of the NOAA data norm and prevents the Contractor from beginning work at the usual daily starting time, or prevents the Contractor from
proceeding with seventy-five (75%) of the normal labor and equipment force towards completion of the day’s current controlling item on the accepted schedule for a period of at least five hours, and the crew is dismissed as a result thereof, the Architect will designate such time as unavoidable delay and grant one (1) work-day extension.

8.2 **HOURS OF WORK.**

8.2.1 Sufficient Forces.

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

8.2.2 Performance During Working Hours.

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

8.2.3 Costs for After Hours Inspections.

If the Contract Documents require Work to be done outside the Inspector’s regular working hours, the costs of any after hour inspections, shall be borne by the District.

If the District allows the Contractor to do Work outside regular working hours for the Contractor’s convenience, or if required to maintain schedule, the costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and deducted from the next Progress Payment.

If the Contractor elects to perform Work outside the Inspector’s regular working hours, costs of any inspections required outside regular working hours shall be invoiced to the Contractor by the District and deducted from the next Progress Payment.

8.3 **PROGRESS AND COMPLETION.**

8.3.1 Time of the Essence.

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

8.4 **EXTENSIONS OF TIME – LIQUIDATED DAMAGES**

8.4.1 Liquidated Damages.

Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the amount specified in the Construction Agreement for each calendar day of delay in completion. Any liquidated damages recovered by the District shall not, however, limit the District’s right to separately recover any actual out-of-pocket
damages it suffers due to Contractor’s delay. Contractor and his surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

8.4.2 Excusable Delay.

Contractor shall not be charged for liquidated damages because of any delays in completion of Work which are not the fault or negligence of Contractor or its subcontractors, including acts of God, as defined in Public Contract Code Section 7107, acts of enemy, epidemics and quarantine restrictions. Contractor shall within five (5) calendar days of beginning of any such delay notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing Work when, in its judgment, the findings of fact justify such an extension. Extensions of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted after proper compliance with the Specification Sections requiring preparation and submission of a properly prepared CPM schedule.

No extended overhead, general conditions costs, impact costs, out-of-sequence costs or any other type of compensation, by any name or characterization, shall be paid to the Contractor for any delay to any activity not designated as a critical path item on the latest approved Project schedule.

The Contractor shall notify the District in writing of any anticipated delay and its cause, in order that the District may take immediate steps to prevent, if possible, the occurrence or continuance of delay, and may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

In the event the Contractor requests an extension of Contract time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in work. When requesting time, i.e., extensions, for proposed Change Orders, they must be submitted with the proposed Change Order with full justification and documentation. If the Contractor fails to submit justification with the proposed Change Order it waives its right to a time extension at a later date. Such justification must be based on the official Contract schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the scope of work. The justification must include, but is not limited to, the following information:

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

(b) Logical ties to the official Contract schedule for the proposed changes and/or delay showing the activity/activities in the schedule whose start or completion dates are affected by the change and/or delay. (A fragment of any delay of over ten (10) days must be provided.)

The Contractor and District understand and expressly agree that insofar as Public Contract Code Section 7102 may apply to changes in the Work or delays under this contract, the actual delays and damages, if any, and time extensions are intended to, and shall provide, the exclusive and full method of compensation for changes in the Work and construction delays.

8.4.3 Notice by Contractor Required.

The Contractor shall within five (5) calendar days of beginning of any such delay notify the District in writing of causes of delay with justification and supporting documentation. District will then ascertain the facts and extent of the delay and grant an extension of time for completing the Work when, in its judgment,
the findings of fact justify such an extension. Extensions of time shall apply only to that portion of the Work affected by the delay and shall not apply to other portions of the Work not so affected. The sole remedy of Contractor for extensions of time under Paragraph 8.4.2 shall be an extension of the Contract Time at no cost to the District.

Claims relating to time extensions shall be made in accordance with applicable provisions of Specification Section 01250.

8.4.4 No Additional Compensation for Delays within Contractor’s Control

CONTRACTOR IS AWARE THAT GOVERNMENTAL AGENCIES, SUCH AS THE DEPARTMENT OF GENERAL SERVICES, GAS COMPANIES, ELECTRICAL UTILITY COMPANIES, WATER DISTRICTS AND OTHER AGENCIES MAY HAVE TO APPROVE CONTRACTOR PREPARED DRAWINGS OR APPROVE A PROPOSED INSTALLATION. CONTRACTOR HAS INCLUDED DELAYS AND DAMAGES WHICH MAY BE CAUSED BY SUCH AGENCIES IN CONTRACTOR’S BID. THUS, CONTRACTOR IS NOT ENTITLED TO MAKE CLAIM UPON THE DISTRICT FOR DAMAGES OR DELAYS ARISING FROM THE DELAYS CAUSED BY SUCH AGENCIES. FURTHERMORE, THE CONTRACTOR HAS SCHEDULED FOR SUCH DELAYS AND IS NOT ENTITLED TO AN EXTENSION OF TIME FOR DELAYS CAUSED BY GOVERNMENTAL AGENCIES WHICH CONTRACTOR MUST OBTAIN APPROVALS FROM AND, THUS, CONTRACTOR IS NOT ENTITLED TO AN EXTENSION OF TIME.

CONTRACTOR SHALL ONLY BE ENTITLED TO COMPENSATION FOR DELAY WHEN THE FOLLOWING CONDITIONS ARE MET: (1) THE DISTRICT IS RESPONSIBLE FOR THE DELAY; (2) THE DELAY IS UNREASONABLE UNDER THE CIRCUMSTANCES INVOLVED; AND (3) THE DELAY WAS NOT WITHIN THE CONTEMPLATION OF DISTRICT AND CONTRACTOR.

**ARTICLE 9**

NOT USED

**ARTICLE 10**

NOT USED
ARTICLE 11
INSURANCE AND BONDS

11.1 OWNER CONTROLLED INSURANCE PROGRAM (OCIP)

1.1 Insurance Requirements

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, Contractor’s Pollution Liability, and Builder’s Risk insurance for all Enrolled Contractors (and their Enrolled Subcontractors of every tier) and other designated parties for work performed at the Project Site (hereinafter called “Project”). The Owner agrees to pay all premiums associated with the OCIP, unless otherwise stated in this section and in other contract documents.

Insurance coverage provided under the OCIP is limited in scope and specific to Work performed after the inception date of enrollment into the OCIP. Labor and ongoing operations related to offsite locations are not covered by the OCIP. In addition to any insurance provided by the Owner, all Contractors/Subcontractors will be responsible for providing certain insurance as specified in section 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.

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

Each Contractor/Subcontractor must include this document with their bid specifications to any and all Subcontractors. Any contractor/subcontractor’s failure to comply with the OCIP Administrator and all OCIP requirements shall be considered non-compliant under the contract.

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

Unless otherwise directed by the Owner, Ineligible Contractors and Subcontractors will be required to maintain their own insurance for both on-site and off-site activities and will be required to participate in the Project Safety Program (See Section 1.16). Minimum Insurance and endorsement requirements are located in Section 1.7 & 1.8.

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

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

With the exception of 1 and 2 mentioned above, off-site locations, labor and ongoing operations are not covered by the OCIP. It will be the responsibility of each Contractor/Subcontractor to maintain off-site insurance, as identified in Section 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 in order to bid on the Owners’ Project. The following qualification standards apply to ALL Bidding Contractors at time of bid opening:

1. Have an average Workers’ Compensation Experience Modification Rate (EMR) of 1.25 or less over the last five (5) years.
2. Have Zero (0) Serious and Willful violations (Labor Code Section 6300) against them in the past five (5) years
3. Provide evidence of an Injury and Illness Prevention Program (IIPP). Evidence is required to be submitted after bid opening and prior to bid award.

FAILURE TO MEET THESE MINIMUM STANDARDS SHALL DISQUALIFY THE BIDDER.

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

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

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.

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

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

The Contractors/Subcontractors enrolled in the OCIP agree that the OCIP policies’ limits of liability, coverage terms and conditions shall determine the scope of coverage provided by the OCIP. As of March 2018, 100% of the limits are available with an estimated $800 Million in construction values to be insured.

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

Workers’ Compensation:

- California Statutory Benefits
Employer’s Liability:

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

1. Deductible: None

2. Exclusions: The known exclusions for this coverage are set forth on the table attached as . 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, 2017. The policy term is one year, with automatic one-year renewals until the Project is completed. The policy is intended to remain in effect for duration of the contractor’s contractual work. Warranty work and post contract repair work is excluded. Each Contractor/Subcontractor is insured under the policy for the length of its work at the Project.

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

- $75,000,000 Bodily Injury and Property Damage Liability
- $145,000,000 General Aggregate
- $75,000,000 Products and Completed Operations
- 10 Years Completed Operations

1. Deductible: None

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

3. Policy Term:
   a. The master policy effective date is October 1, 2017. The policy is intended to remain in effect for the length of the Project or through October 1, 2022 at 12:01am, whichever comes first.
   b. Ten years Products and Completed Operations coverage.

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

- $5,000,000 Per Occurrence / $5,000,000 Policy Aggregate
- Defense costs included within limits

1. $10,000 Deductible per Occurrence

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

3. Exclusions: The known exclusions for this coverage are set forth on the table attached as . 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, 2017. The policy is intended to remain in effect for the length of the Project or through October 1, 2022 at 12:01am, whichever comes first.

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

**New Construction & Renovation**

<table>
<thead>
<tr>
<th>Deductible</th>
<th>Number of Buildings or Structures per Project</th>
<th>Total Insured Value (TIV)</th>
<th>Construction Class</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$5,000</strong></td>
<td>Projects with Single and Multiple Building(s) or Structure(s)</td>
<td>Up to $15M</td>
<td>• Fire Resistive</td>
</tr>
<tr>
<td><strong>Deductible:</strong></td>
<td>Projects with Multiple Building(s) or Structure(s)</td>
<td>Up to $10M (No single building or structure greater than $10M in value)</td>
<td>• Non Combustible</td>
</tr>
<tr>
<td></td>
<td>Projects with No Vertical Construction (No Buildings or Structures)</td>
<td></td>
<td>• Masonry Concrete</td>
</tr>
<tr>
<td><strong>$10,000</strong></td>
<td>Projects with Single and Multiple Building(s) or Structure(s)</td>
<td>$15M to $50M</td>
<td>• Fire Resistive</td>
</tr>
<tr>
<td><strong>Deductible:</strong></td>
<td>Projects with Single Building or Structure</td>
<td>Up to $25M</td>
<td>• Non Combustible</td>
</tr>
<tr>
<td></td>
<td>Projects with Multiple Building(s) or Structure(s)</td>
<td>Up to $10M (No single building or structure greater than $10M in value)</td>
<td>• Masonry Concrete</td>
</tr>
<tr>
<td><strong>$25,000</strong></td>
<td>Projects with Single and Multiple Building(s) or Structure(s)</td>
<td>$50M &amp; above</td>
<td>• Fire Resistive</td>
</tr>
<tr>
<td><strong>Deductible:</strong></td>
<td>Projects with Single Building or Structure Projects</td>
<td>$25M &amp; above</td>
<td>• Non Combustible</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>• Masonry Concrete</td>
</tr>
</tbody>
</table>

*** Structural and Non-Structural Renovation Projects with Single and Multiple Building(s) or Structure(s) – Deductibles are as per above categories, except in the event of Water Damage, where the deductible is $25,000.

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

2. Exclusions: The known exclusions for this coverage are set forth on the table attached as . 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.
Special Conditions: **All wood frame only projects are subject to Protective Safeguards as shown in OCIP EXHIBIT B**

3. **EXHIBIT B.**

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

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. Each Eligible Contractor/Subcontractor must comply with the following:

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

B. **Enrollment Compliance**

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

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

C. Contractor/Subcontractor Compliance with Other Forms and Procedures

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

1. **Project Site Monthly Payroll Report**
   Project Site Monthly Payroll must be submitted to the Program Administrator monthly via Wrap Portal until the completion of the contract. This report must summarize the unburdened payroll by Workers’ Compensation Class Code. Certified payroll is not a requirement of the OCIP and cannot be accepted. **If the Project Site Monthly Payroll Report is not submitted to Program Administrator monthly, the Contractor, Construction Manager and/or Owner may withhold payment until the report is received. Subcontractor agrees to keep and maintain accurate and classified records of their payroll for operations at the Project Site.** This payroll information is submitted to the OCIP insurer. At the end of each contract, a carrier audit may be performed using the reported payroll and other supporting documents, as required by the California Workers Compensation Insurance Rating Bureau (WCIRB).

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

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

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

**Contractor/Subcontractor Compliance with all aspects of the OCIP**

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

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

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

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:**

<table>
<thead>
<tr>
<th>Enrolled Contractors/Subcontractors</th>
<th>General/Prime Contractor</th>
<th>Subcontractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,000,000</td>
<td>$1,000,000</td>
<td>Bodily Injury and Property Damage</td>
</tr>
</tbody>
</table>

Ineligible Contractors/Subcontractors – Not Enrolled
### General/Prime Contractor

<table>
<thead>
<tr>
<th></th>
<th>Subcontractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>$2,000,000</td>
<td>$1,000,000</td>
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</tbody>
</table>

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

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<thead>
<tr>
<th>General/Prime Contractor</th>
<th>Subcontractor</th>
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#### Ineligible Contractors/ Subcontractors – Not Enrolled

<table>
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<tr>
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<tr>
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</table>
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: Contra Costa CCD**

c/o Statewide Educational Wrap Up Program (SEWUP)

2355 Crenshaw Blvd., Suite 200
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. All Contractors/Subcontractors must provide an additional insured endorsement for automobile liability.
2. 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.

Contra Costa CCD

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 to the start of the project. At a minimum, the orientation will address the following items:

   a. The District’s site safety requirements.
   b. Site specific safety hazards and protective measures for these hazards.
   c. Emergency telephone numbers and procedures.
   d. Local medical clinic/hospital information within the Medical Provider Network (MPN).

**B. Program Management**

1. Each Contractor/Subcontractors shall have the following safety programs:
   a. Injury and Illness Prevention Plans
b. Hazard Communication Programs  
c. Heat Illness Prevention Plans  

2. Each Contractor/Subcontractor shall have an onsite competent person responsible for occupational safety and health.  

C. **Mandatory 6’ Fall Protection**  
1. Contractor/Subcontractor employees shall be protected from fall exposures of 6 feet or greater. Activities include but are not limited to:  
   a. Steel erection  
   b. Roofing  
   c. Framing  
   d. Decking  
   e. Scaffold work  
   f. Work performed from ladders  
2. A safety monitor as means of fall protection is prohibited.  
3. Ladder jacks, lean-to, and prop-scaffolds are prohibited.  
4. Contractor/Subcontractors are required to provide training to their employees who might be exposed to a fall hazard prior to the exposure or upon hiring. This training shall be documented and available for review.  
5. Methods of fall protection include but are not limited to the following:  
   a. Railings  
   b. Covers for Floor, Roof, and Wall Openings  
   c. Personal Fall Arrest Systems, Personal Fall Restraint Systems, and Positioning Devices  
   d. Controlled Access Zones  
6. The design and construction of railings shall conform to the Cal/OSHA Construction Safety Orders.  
7. The minimum parapet height allowed for fall protection is 42 inches or greater.  
8. Covers used to cover floor, roof, and wall openings shall be secured in place to prevent accidental removal or displacement and shall be marked in accordance with Cal/OSHA Construction Safety Orders.  
9. Covers used to cover floor and roof openings shall be capable of safely supporting the greater of 400 pounds or twice the weight of the employees, equipment and materials that may be imposed on any one square foot area of the cover at any time.  
10. Controlled access zones shall be defined by a control line or other means that restricts access. Each line shall have a minimum breaking strength of 200 pounds. Signs shall be posted to warn unauthorized employees to stay out of the controlled access zone.  
11. Control lines shall consist of ropes, wires, tapes, or equivalent materials. Control lines shall be erected and supported in accordance with Cal/OSHA Construction Safety Orders.  

D. **Site Safety**  
   According to industry practices, it is the responsibility of contractors of all tiers to exercise reasonable care to prevent work-related injuries; property and equipment damage at the project site, as well as minimize risk to the third-party persons and property. Contractors/Subcontractors of all tiers shall be expected to comply with the following safety and loss control requirements:  
1. All Subcontractors shall identify their contact person(s) to the General or Prime Contractor.  
2. All Contractors/Subcontractors shall follow District procedures for dealing with the media.  
3. All construction employees shall wear clothing suitable for the weather and work conditions. At a minimum, this shall be short sleeved shirts, long pants, and leather or other protective work shoes or boots.
4. Alcohol is prohibited on District property always.

5. Contractors/Subcontractors will be required to respond to all District complaints about objectionable levels of dust or noise and will be required to provide prompt and appropriate abatement.

6. Construction personnel cannot enter District grounds other than the construction site unless accompanied by District personnel, and are allowed only “incidental” contact with students. Violations of these requirements by any construction employee will result in a mandatory background check of that employee – including fingerprinting – as required by state law.

7. All prime contractors must attend the site-specific pre-construction meeting.

8. No sexual reference or preference shall be permitted on any piece of clothing or the hardhat. Any employee observed disregarding this policy shall be removed from the job site until further notice.

9. All Contractors/Subcontractors shall control the break time activities of the employees to assure the cleanup of all soda cans, food wrappers, plastic bottles, or food containers from the break area. Such areas shall be cleaned immediately after the break and all waste placed in trash receptacles. No glass containers are permitted on the site.

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

11. All Contractors/Subcontractors will advise non-English speaking employees in their native language either in a written format or via an interpreter of these policies.

E. Crane Safety

1. In accordance with Title 8, California Code of Regulations, section 5006.1, employers shall only permit operators who have a valid certificate (license) of competency to operate cranes. The operator shall have his 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. Return to Work:

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

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

1.17 Owner’s Insurance Obligations; Contractors’/Subcontractors’ Obligations; Representations, Warranties and Disclaimers

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

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

(c) By enrolling in the OCIP, Contractor/Subcontractor represents and warrants that it has had the opportunity to read and analyze (and to obtain professional assistance to read and analyze) a copy of the OCIP insurance policies and understand the contents thereof. Any reference in these contractual provisions, in the Project Insurance Manual, or elsewhere in any contract document as to amount, nature, type or extent of coverage provided under the OCIP and/or potential applicability to any potential claim or loss is for reference only and Contractor/Subcontractor represents and warrants that it has not relied upon any such reference or any other oral or written statement by or on behalf of Owner, the Project Administrator, or any of its or their agents,
employees or representatives, but solely upon its own independent review and analysis of the OCIP insurance policies in formulating any understanding and/or belief as to amount, nature, type or extent of any coverage, conditions, extensions, or limits of liability provided by and as to all other terms of the OCIP insurance policies and/or their potential applicability to any claim or loss or their sufficiency for the conduct of Contractor’s/Subcontractor’s business or performance under the contract documents. To the extent that Contractor/Subcontractor deems it prudent to secure and maintain additional, supplemental, excess, or wholly independent insurance or liability associated with its Work on the Project or otherwise, it shall be responsible to do so at its sole expense.

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

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

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

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

(a) If a claim, demand, suit, or other proceeding (“Claim”) is brought against more than one insured under the OCIP, Owner and Contractor/Subcontractor recognize the common interest of all OCIP insureds in jointly defending that Claim. To the fullest extent permitted by law, and absent a material, current, actual, unwaivable conflict of interest mandating the appointment of separate counsel under applicable law, Owner and Contractor/Subcontractor insured under the OCIP (i) shall be defended by the same counsel and by the same consultants and experts selected by Owner and/or the OCIP insurers at its or their sole discretion, regardless of whether the defense under the OCIP is provided subject to a reservation of rights issued by any OCIP insurer, and (ii) waive their respective rights to independent counsel as to any and all such Claims. This waiver is deemed to be continuing. Contractor/Subcontractor agrees to execute such other documents as are required to effectuate this waiver and fulfill the purpose of this Section 1.18.

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

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

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

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

<table>
<thead>
<tr>
<th>Event Description</th>
<th>General Liability</th>
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<tbody>
<tr>
<td>Bodily Injury Outside US or Canada</td>
<td>Aircraft, Auto or Watercraft</td>
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<tr>
<td>Bodily Injury To Any Member of Flying Crew</td>
<td>Asbestos</td>
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<td>Bodily Injury To Person Subject To Federal Workers’ Compensation</td>
<td>Certain Exclusions To Medical Payments Coverage</td>
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<tr>
<td>Bodily Injury To Person Subject To Occupational Disease Laws</td>
<td>Certain Exclusions To Personal and Advertising Injury Liability</td>
</tr>
<tr>
<td>Contractual Liability</td>
<td>Certified Acts of Terrorism</td>
</tr>
<tr>
<td>Employees knowingly Employed Illegally</td>
<td>Contractual Liability (Limited Coverage Provided)</td>
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<tr>
<td>Employment Related Practices</td>
<td>Employment Liability</td>
</tr>
<tr>
<td>Intentional or Aggravated Bodily Injury</td>
<td>Employment Related Practices</td>
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<tr>
<td>Obligations Imposed By Disability Benefits or Any Similar Law</td>
<td>Expected or Intended Injury</td>
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<tr>
<td>Obligations Imposed By Occupational Disease Laws</td>
<td>Exterior Insulation and Finish Systems (EIFS) “Subject to Installation Requirements”</td>
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<tr>
<td>Obligations Imposed By Unemployment Compensation Laws</td>
<td>Fungi Or Bacteria</td>
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<tr>
<td>Obligations Imposed By Workers’ Compensation Laws</td>
<td>Lead</td>
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<tr>
<td>State or Federal Law Violation Fines, Penalties</td>
<td>Mobile Equipment</td>
</tr>
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<td><strong>Builders Risk</strong></td>
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<tr>
<td>Asbestos</td>
<td>Personal and Advertising Bodily Injury</td>
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<tr>
<td>Certain Office Property</td>
<td>Pollution</td>
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<tr>
<td>Certain Release, Discharge, Escape, or Disposal Of Contaminants</td>
<td>Prior Continuous, or Progressively Deteriorating Injury or Damage</td>
</tr>
<tr>
<td>Certified Acts of Terrorism (Can be added)</td>
<td>Professional Liability</td>
</tr>
<tr>
<td>Cessation of Work</td>
<td>Recall of Products, Work Or Impaired Property</td>
</tr>
<tr>
<td>Contractor’s Tools, Machinery, Plant, Equipment</td>
<td>Silica or Silica Mixed Dust</td>
</tr>
<tr>
<td>Cost of Making Good</td>
<td>Violation of Statutes Governing Collecting, Transmitting Information</td>
</tr>
<tr>
<td>Damage To Existing Property (Can be added)</td>
<td>Violation of Statutes Governing Email, Fax, Phone Calls</td>
</tr>
<tr>
<td>Damage While Testing Prototype or Used Machinery/Equipment</td>
<td>War</td>
</tr>
<tr>
<td>Damages, Fines, Penalties At Government Agency or Court Order</td>
<td>Workers Compensation and Similar Laws</td>
</tr>
<tr>
<td>Disappearance or When Revealed By Inventory Shortage Alone</td>
<td>Contractor Pollution Liability</td>
</tr>
<tr>
<td>Earth Movement (Optional sublimits can be added)</td>
<td>Auto, Aircraft, Vessel Or Rolling Stock</td>
</tr>
<tr>
<td>Electrical, Magnetic, or Errors Related To Electronic Records</td>
<td>Claims Between Certain Insured’s</td>
</tr>
<tr>
<td>Financial Accounts, Instruments, Stamps, Deeds, Precious Material</td>
<td>Contractual Liability</td>
</tr>
<tr>
<td>Flood (Optional sublimits can be added)</td>
<td>Disposal Sites</td>
</tr>
<tr>
<td>Foreign Terroism</td>
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<tr>
<td>Infidelity, Dishonesty, Fraudulent Activity Of Insured</td>
<td>Employment Related Practices</td>
</tr>
<tr>
<td>Land, Values of Land, Cut, &amp; Fill etc. Based On Project Commencement</td>
<td>Fines, Penalties, and Trible Damages</td>
</tr>
<tr>
<td>Loss Under Any Manufacturer or Supplier Guarantee/Warranty</td>
<td>Hazardous Materials Facility</td>
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<tr>
<td><strong>Normal Subsidence</strong></td>
<td>Intentional Acts</td>
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<tr>
<td>Nuclear</td>
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<tr>
<td>Offshore Or Barrier Island Property</td>
<td>Other Entities</td>
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<tr>
<td>Property That Stores, Processes, or Handles Radioactive Materials</td>
<td>Pre-Existing Conditions</td>
</tr>
<tr>
<td>Rolling Stock, Aircraft, Watercraft</td>
<td>Products</td>
</tr>
<tr>
<td>Software Loss, unless results from an Open Peel</td>
<td>Related Entities and Individuals</td>
</tr>
<tr>
<td>Standing Timber, Growing Crops, Animals</td>
<td>Transportation Of Pollutants</td>
</tr>
<tr>
<td>Vehicles or Equipment Licensed For Highway Use</td>
<td>War</td>
</tr>
<tr>
<td>War and Military Action</td>
<td>Workers Compensation and Similar Laws</td>
</tr>
</tbody>
</table>
**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.
11.2 PERFORMANCE AND PAYMENT BONDS

11.2.1 Bond Requirements

Unless otherwise specified in the Supplemental Conditions, prior to commencing any portion of the Work, the Contractor shall furnish separate Payment and Performance Bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate Surety authorized and admitted to transact business in California as sureties.

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

11.2.2 Surety Qualification

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure § 995.120 shall be accepted. Surety must be a California-admitted Surety and listed by the U.S. Treasury with a bonding capacity in excess of the Project cost.

11.2.3 Alternate Surety Qualifications

If a California-admitted Surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with § 995.660 of the California Code of Civil Procedure and proof of such is provided to the District.
ARTICLE 12
UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 Uncovering Work for Required Inspections.

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the Inspector or the Architect, be uncovered for the Inspector’s or the Architect’s observation and be replaced at the Contractor’s expense without change in the Contract Sum or Time.

12.1.2 Costs for Inspections not Required.

If a portion of the Work has been covered which the Inspector or the Architect has not specifically requested to observe prior to its being covered, the Inspector or the Architect may request to see such Work, and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order, be charged to the District. If such Work is not in accordance with Contract Documents, the Contractor shall pay such costs unless the condition was caused by the District or a separate contractor, in which event the District shall be responsible for payment of such costs to the Contractor.

12.2 CORRECTION OF WORK

12.2.1 Correction of Rejected Work.

The Contractor shall promptly correct the Work rejected by the Inspector or the District upon recommendation of the Architect as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector’s or the Architect’s services and expenses made necessary thereby.

12.2.2 One-Year Warranty or Guaranty Corrections.

If, within one (1) years after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties and guaranties established under this Contract, or by the terms of an applicable special warranty or guaranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so unless the District has previously given the Contractor a written acceptance of such condition. This period of one (1) years shall be extended with respect to portions of the Work first performed after Completion by the period...
of time between Completion and the actual performance of the Work. This obligation under this Paragraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

12.2.3 District’s Rights if Contractor Fails to Correct.

If the Contractor fails to correct nonconforming Work within a reasonable time, the District may correct it, pursuant to Specification Section 01290.
ARTICLE 13
MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

The District and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

13.4 RIGHTS AND REMEDIES

3.4.1 Duties and Obligations Cumulative.

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

3.4.2 No Waiver.

No action or failure to act by the Inspector, the District, or the Architect shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
13.5 TESTS AND INSPECTIONS

13.5.1 Compliance.
Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5.2 Independent Testing Laboratory.
The District will select and pay an independent testing laboratory to conduct all tests and inspections required by regulatory agencies. Selection of materials required to be tested shall be made by the laboratory, and not by the Contractor. All costs for all other tests shall be included in the Bid Price and shall be paid for by the Contractor. The Contractor will be responsible to reimburse the District for the cost differential (e.g., travel expenses, subsistence expenses, higher hourly rates, premium time for overtime hours or outside of normal work day hours, swing shifts), if any, for inspection and testing services required by regulatory agencies incurred outside of a hundred (100) mile radius from the Project Site, or if the Contractor requests inspection and testing services outside normal work day hours (eight hours/day) Monday through Fridays, which are typically between 7:00 am and 3:30 pm. The District will provide the Contractor with the invoice and deduct the cost differential from the next Progress Payment.

13.5.3 Advance Notice to Inspector.
The Contractor shall notify the Inspector a sufficient time in advance of its readiness for required observation or inspection so that the Inspector may arrange for same. The Contractor shall notify the Inspector a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector may arrange for the testing of the material at the source of supply.

13.5.4 Testing Off-Site.
Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector that such testing and inspection will not be required, shall not be incorporated in the Work.

13.5.5 Additional Testing or Inspection.
If the Inspector, the Architect, the District, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under Paragraph 13.5.1, the Inspector will, upon written authorization from the District, make arrangements for such additional testing, inspection, or approval. The District shall bear such costs except as provided in Paragraph 13.5.7.

13.5.6 Costs for Retesting.
If such procedures for testing, inspection, or approval under Paragraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect’s services and expenses. Any such costs shall be paid by the District, invoiced to the Contractor, and deducted from the next Progress Payment.

13.5.7 Costs for Premature Test.

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the District for all costs and expenses resulting from that testing or inspection, including, but not limited to, the Inspector’s and Architect’s fees and expenses, and the amount of the invoice of shall be deducted from the next Progress Payment.

13.6 TRENCH EXCAVATION

13.6.1 Trenches Greater Than Five Feet.

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

13.6.2 Excavation Safety.

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

13.6.3 No Tort Liability of District.

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

13.6.4 No Excavation Without Permits.

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

13.7 WAGE RATES, TRAVEL, AND SUBSISTENCE
13.7.1 Wage Rates.

Pursuant to the provisions of Article 2 (commencing at § 1720), Chapter 1, Part 7, Division 2, of the Labor Code, the District has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public works project is to be performed for each craft, classification, or type of worker needed for this Project from the Director of the Department of Industrial Relations ("Director"). These rates are on file at the administrative office of the DISTRICT and are also available from the Director of the Department of Industrial Relations. Copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at appropriate, conspicuous, weatherproof points at the Site.

Any worker employed to perform work on the Project, but such work is not covered by any classification listed in the published general prevailing wage rate determinations or per diem wages determined by the Director of the Department of Industrial Relations, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the employment of such person in such classification.

13.7.2 Holiday and Overtime Pay.

Holiday and overtime work, when permitted by law, shall be paid for at the rate set forth in the prevailing wage rate determinations issued by the Director of the Department of Industrial Relations or at least one and one-half (1½) times the specified basic rate of per diem wages, plus employer payments, unless otherwise specified in the contract documents or authorized by law.

13.7.3 Wage Rates Not Affected by Subcontracts.

The Contractor shall pay and shall cause to be paid each worker engaged in the execution of the Work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

13.7.4 Per Diem Wages.

The Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project per diem wages including, but not limited to, employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided for in Labor Code §1773.1.

13.7.5 Forfeiture and Payments.

Pursuant to Labor Code §1775 and the District’s Labor Compliance Program, the Contractor shall forfeit to the District, not more than Fifty Dollars ($50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing wages rates as determined by the Director of the Department of Industrial Relations, for the work or craft in which the
worker is employed for any Work done under the Agreement by the Contractor or by any Subcontractor under it. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on consideration of: (1) whether the Contractor or Subcontractor’s failure to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily correct upon being brought to the attention of the Contractor or Subcontractor; and (2) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations. Further details regarding the enforcement of paying prevailing wage rates, reporting violations, withholding contract payments, forfeitures and hearing to review withholding of contract payments are set forth in the District’s Labor Compliance Program.

13.8 NOT USED

13.9 APPRENTICES

13.9.1 Apprentice Wages and Definitions.

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which he or she is employed, and as determined by the Director of the Department of Industrial Relations, and shall be employed only at the craft or trade to which he or she is registered. Only apprentices, as defined in §3077 of the Labor Code, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to written apprenticeship agreements under Chapter 4 (commencing with §3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training, or in accordance with the rules and regulations of the California Apprenticeship Council.

13.9.2 Employment of Apprentices.

Contractor agrees to comply with the requirements of Labor Code §1777.5. The Contractor awarded the Project, or any Subcontractor under him or her, when performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and Subcontractor shall employ apprentices in the ratio set forth in Labor Code §1777.5. The Contractor or any Subcontractor must apply to any apprenticeship program in the craft or trade that can provide apprentices to the Project site for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor upon the Contractor’s or Subcontractor’s request. “Apprenticeable craft or trade” as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California
Apprenticeship Council. The ratio of work performed by apprentices to journeyman employed in a particular craft or trade on the Project shall be in accordance with Labor Code §1777.5.

13.9.3 Submission of Contract Information.

Prior to commencing work on the Project, the Contractor and Subcontractors shall submit contract award information to the applicable apprenticeship program(s) that can supply apprentices to the Project and make the request for the dispatch of apprentices in accordance with the Labor Code. The information submitted shall include an estimate of journeyman hours to be performed under the Contact, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the District. Within 60 days after concluding work on the Project, the Contractor and Subcontractors shall submit to the District, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the Project.

13.9.4 Apprentice Fund.

The Contractor or any Subcontractor under him or her, who, in performing any of the Work under the Contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the Director determines is the prevailing amount of apprenticeship training contributions in the area of the Project. The Contractor and Subcontractors may take as a credit for payments to the California Apprenticeship Council any amounts paid by the Contractor or Subcontractor to an approved apprenticeship program that can supply apprentices to the Project. The Contractor and Subcontractors may add the amount of the contributions in computing his or her bid for the Contract.

13.9.5 Prime Contractor Compliance.

The responsibility of compliance with Article 13 and §1777.5 of the Labor Code for all apprenticeable occupations is with the Prime Contractor. Any Contractor or Subcontractor that knowingly violates the provisions of this Article or Labor Code §1777.5 shall be subject to the penalties set forth in Labor Code §1777.7 and the District’s Labor Compliance Program.

13.10 ASSIGNMENT OF ANTITRUST CLAIMS

13.10.1 Application.

Pursuant to Government Code § 4551, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the
Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.10.2 Assignment of Claim.

Upon demand in writing by the assignor, the District shall, within one (1) year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose and the District has not been injured thereby or the District declines to file a court action for the cause of action.

13.11 STATE AUDIT

Pursuant to and in accordance with the provisions of Government Code § 10532, or any amendments thereto, all books, records, and files of the District, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars ($10,000.00), including, but not limited to, the administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after final payment is made under this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period.

13.12 STORM WATER POLLUTION PREVENTION PLAN

13.12.1 Application

This Section, and including other Contract Specifications related to Storm Water Pollution Prevention, addresses the preparation, implementation and monitoring of a Storm Water Pollution Prevention Plan (SWPPP) for the purpose of preventing the discharge of pollutants from the construction site. This includes the elimination of pollution discharges such as improper dumping, spills or leakage from storage tanks or transfer areas. When required or specified, the District will not issue a Notice to Proceed until Contractor has prepared and obtained approval of SWPPP from the District and the State Water Resources Control Board. The Contractor shall also secure a certification that the construction project has met all of the conditions of the State Construction General Permit (Order No. 2009-0009-DWQ) and comply with all applicable local, state and federal regulations governing storm water pollution prevention. See Section 01572, Storm Water Pollution Prevention Plan-Sites that Disturbs One or More Acres for additional requirements for District projects over one or more acres. See below for projects under one acre.
13.12.2 References and Materials

- “Erosion and Sediment Control Field Manual” California Regional Water Quality Control Board (RWQCB)—San Francisco Bay Region.

Use materials of a class, grade and type needed to meet the performance described in the Field Manual and/or the BMP Handbook.

13.12.3 Preparation and Approval

The Contractor shall prepare the Storm Water Pollution Prevention Plan (SWPPP), when required or specified, to comply with storm water pollution regulations for project sites with storm water discharges associated with construction activity such as clearing or demolition, grading, excavation and other land disturbances. The SWPPP shall apply to all areas that are directly related to construction activity, including but not limited to staging areas, storage yards, material borrow areas, and access roads.

13.12.3.1 For project sites, new or existing, with land disturbance of 1 or more acres (or less than 1 acres if part of a common plan of development), the Contractor shall prepare and submit to the District the SWPPP for review and approval. Submittal shall be made by fulfilling all data and attachment requirements required by the California Storm Water Multiple Application and Report Tracking System – SMARTS web-based program.

13.12.3.2 Data required by the SMARTS program shall be entered into the SMARTS program and submitted in time for the District to file a Notice of Intent at least two weeks prior to the commencement of construction activities. Failure by the Contractor to fully schedule and comply with these requirements shall not entitle a claim for delay.

13.12.3.3 Where land disturbance is less than 1 acres, a SWPPP is not required. However, BMPs indicated in the BMP Handbook needed to prevent or minimize storm water pollution shall be submitted to the District and implemented at no extra cost to the District.

13.12.3.4 Within twenty days after Award of Contract by the District, the Contractor shall submit to the District one copy of the SWPPP for review. After the District’s approval, the Contractor shall provide approved copies of the SWPPP as follows: one copy each to the District’s Construction Inspector, District’s Construction Manager, District Architect, and District’s Civil Engineer.

13.12.4 Implementation

The Contractor shall implement the Storm Water Pollution Prevention Plan by doing the following:

(a) Install perimeter controls prior to starting other construction work at the site.
(b) Contain on-site storm water at the jobsite. Do not drain on-site water directly into the storm drain.

(c) Provide SWPPP and BMP implementation training for those responsible for implementing the SWPPP.

(d) Designate trained personnel for the proper implementation of the SWPPP.

(e) Revise the SWPPP to suit changing site conditions and instances when properly installed systems are ineffective.

(f) Maintain data required by the state permit and SMARTS program to ensure that all data is up to date, and that any change in conditions or personnel responsible for the SWPPP is current and compliant.

(g) At the end of Construction Contract.
   i. Leave in place storm water pollution prevention controls needed for post-construction storm water management and remove those that are not needed as determined by the District. Thereafter, left-in-place controls will be maintained by the District.
   ii. Provide Site Monitoring Reports, SWPPP revisions, Compliance Certifications and related documents to the District. Post-construction storm water operation and management plan as mentioned in the compliance certifications are considered to be in place at the end of the Construction Contract.
   iii. Provide and upload all required data and documents required in the SMARTS web-based program to receive an approved Notice of Termination from the State.

13.12.5 Monitoring

The Contractor shall comply with all requirements of the State Construction General Permit (Order No. 2009-0009-DWQ). The Contractor shall conduct examination of storm water pollution prevention controls monthly, as well as before and after each storm event and once each 24-hour period during extended storm events to identify BMP effectiveness and implement repairs or BMP changes as soon as feasible. All maintenance related to a storm event should be completed within 48 hours of the storm event. The Contactor shall also prepare and maintain, at the jobsite, a log of each inspection using Site Monitoring Report forms.

13.12.6 Liabilities and Penalties
(a) Review of the SWPPP and inspection logs by the District shall not relieve the Contractor from liabilities arising from non-compliance with storm water pollution regulations.

(b) Payment of penalties for non-compliance by the Contractor shall be the sole responsibility of the Contractor and will not be reimbursed by the District.

(c) Compliance with the Clean Water Act and storm water pollution regulations pertaining to construction activity is the sole responsibility of the Contractor. For any fine(s) levied against the District due to non-compliance by the Contractor, the District will deduct from the final payment due the Contractor the total amount of the fine(s) levied on the District, plus legal and associated costs.
ARTICLE 14
TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

14.1.1 Grounds for Termination.

The Contractor may terminate the Contract if the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, for only the following reasons:

(a) Issuance of an order of a court or other public authority having jurisdiction; or

(b) An act of government, such as a declaration of national emergency.

14.1.2 Notice of Termination.

If one of the above reasons exists, the Contractor may, upon written notice of seven (7) additional days to the District, terminate the Contract and recover from the District payment for Work executed and for reasonable costs verified by the Architect with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages.

14.2 TERMINATION BY THE DISTRICT FOR CAUSE

14.2.1 Grounds for Termination.

The District may terminate the Contractor and/or this Contract for the following reasons:

(a) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

(b) Persistently or repeatedly is absent, without excuse, from the job site;

(c) Fails to make payment to Subcontractors, suppliers, materialmen, etc.;

(d) Persistently disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or

(e) Otherwise is in substantial breach of a provision of the Contract Documents.

14.2.2 Notification of Termination.
When any of the above reasons exist, the District may, without prejudice to any other rights or remedies of the District and after giving the Contractor and the Contractor’s surety, if any, written notice of seven (7) days, terminate the Contractor and/or this Contract and may, subject to any prior rights of the surety:

(a) Take possession of the Project and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

(b) Accept assignment of Subcontracts. Contractor acknowledges and agrees that if the District (in its sole and absolute discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept; and

(c) Complete the Work by any reasonable method the District may deem expedient, including contracting with a replacement contractor or contractors.

14.2.3 Payments Withheld.

If the District terminates the Contract for one of the reasons stated in Paragraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is complete. All costs associated with the termination and completion of the Project shall be the responsibility of the Contractor and/or its surety.

14.2.4 Payments Upon Completion.

If the unpaid balance of the Contract Sum exceeds costs of completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the District. The amount to be paid to the Contractor, or District, as the case may be, shall be certified by the Architect upon application. This payment obligation shall survive completion of the Contract.

14.3 TERMINATION OF CONTRACT BY DISTRICT (CONTRACTOR NOT AT FAULT)

14.3.1 Termination for Convenience.

District may terminate the Contract upon fifteen (15) calendar days of written notice to the Contractor and use any reasonable method the District deems expedient to complete the project, including contracting with replacement contractor or contractors, if it is found that reasons beyond the control of either the District or Contractor make it impossible or against the District’s interest to complete the work. In such a case, the Contractor shall have no claims against the District except: (1) the actual cost for labor, materials, and services performed which may be documented through timesheets, invoices, receipts, or otherwise, and (2) ten percent (10%) profit and overhead, and (3) five percent (5%) termination cost of the total of items (1) and (2). Contractor acknowledges and agrees that if the District (in its sole and absolute
discretion) decides to takeover completion of the Project, the Contractor agrees to immediately assign all subcontracts to the District which the District has chosen to accept.

14.3.2 Non-Appropriation of Funds/ Insufficient Funds.

In the event that sufficient funds are not appropriated to complete the Project or the DISTRICT determines that sufficient funds are not available to complete the Project, DISTRICT may terminate or suspend the completion of the Project at any time by giving written notice to the Contractor. In the event that the DISTRICT exercises this option, the DISTRICT shall pay for any and all work and materials completed or delivered onto the site for which value is received, and the value of any and all work then in progress and orders actually placed which cannot be canceled up to the date of notice of termination. The value of work and materials paid for shall include a factor of fifteen percent (15%) for the Contractor’s overhead and profit and there shall be no other costs or expenses paid to Contractor. All work, materials and orders paid for pursuant to this provision shall become the property of the DISTRICT. DISTRICT may, without cause, order Contractor in writing to suspend, delay or interrupt the Project in whole or in part for such period of time as DISTRICT may determine. Adjustment shall be made for increases in the cost of performance of the Agreement caused by suspension, delay or interruption.

14.4 REMEDIES OTHER THAN TERMINATION

If a default occurs, the District may, without prejudice to any other right or remedy, including, without limitation, its right to terminate the Contract pursuant to Article 14.2, do any of the following:

(a) Permit the Contractor to continue under this Contract, but make good such deficiencies or complete the Contract by whatever method the District may deem expedient, and the cost and expense thereof shall be deducted from the Contract Price or paid by the Contractor to the District on demand;

(b) If the workmanship performed by the Contractor is faulty or defective materials are provided, erected or installed, then the District may order the Contractor to remove the faulty workmanship or defective materials and to replace the same with work or materials that conform to the Contract Documents, in which event the Contractor, at its sole costs and expense, shall proceed in accordance with the District’s order and complete the same within the time period given by the District in its notice to the Contractor; or

(c) Initiate procedures to declare the Contractor a non-responsible bidder for a period of two to five years thereafter.

All amounts expended by the District in connection with the exercise of its rights hereunder shall accrue interest from the date expended until paid to the District at the maximum legal rate. The District may retain or withhold any such amounts from the Contract Price. If the Contractor is ordered to replace any faulty workmanship or defective materials
pursuant to Paragraph (b) above, the Contractor shall replace the same with new work or materials approved by the Architect and the District, and, at its own cost, shall repair or replace, in a manner and to the extent the Architect and the District shall direct, all work or material that is damaged, injured or destroyed by the removal of said faulty workmanship or defective material, or by the replacement of the same with acceptable work or materials. In no event shall anything in this Paragraph be deemed to constitute a waiver by the District of any other rights or remedies that it may have at law or in equity, it being acknowledged and agreed by the Contractor that the remedies set forth in this Paragraph are in addition to, and not in lieu of, any other rights or remedies that the District may have at law or in equity.

END OF SECTION 00700
SECTION 01140
WORK RESTRICTIONS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 SUMMARY OF WORK RESTRICTION REQUIREMENTS

A. Prior to the start of Work, Contractor shall familiarize itself with the Work Restrictions as they relate to all Work required by the Contract Documents.

B. Temporary Work Activity Plan shall include:
   1. Full size drawing (36”x42”) of site plan showing the proposed locations and dimensions of temporary facilities and activities, including but not limited to, all proposed trailers, equipment and material storage areas on the Project Site; safe and ADA complaint access (ingress/egress) for pedestrians and vehicles around the construction areas; proposed haul routes; all temporary construction, and way-finding signage; temporary fenced area(s), noise and safety barriers, and dust partitions; and temporary measures to maintain continuous and uninterrupted code compliant use of all occupied and surrounding areas impacted by construction activities. Identify any areas that require temporary paving for stabilization or prevention of tracking of mud, and for ADA complaint ingress and egress. Indicate if the use of supplemental or other staging areas might be required. Also see Section 01500 for Temporary Facilities and Control for additional requirements.
   2. Contractor shall submit two (2) hard copies at the pre-construction meeting, and email Adobe PDF Format of the initial submittal of the Temporary Work Activity Plan for review by the District, Architect, and by personnel from the Campus (e.g., Buildings & Grounds, Police Department, and other representatives).

C. Contractor shall construct dust partitions and other barriers as required prior to the start of abatement or demolition activities, whichever may occur first, and they must remain in place until the completion of that activity where required.

D. Contractor shall perform and complete all Temporary Work Activities to ensure the following:
   1. The work areas, roads, parking lots, and streets are to be kept clear, clean, and free of loose debris, construction materials and partially installed work which would create a safety hazard or interfere with subcontractor and personnel duties and traffic. The Contractor shall sweep the areas clean at the end of each work day and make every effort to keep dust and noise to a minimum at all times.
1.3 SUMMARY OF WORK RESTRICTIONS

A. General: All Temporary Work Activities must be completed within the timelines, work shift times, and the scheduled time period as required by the Contract Documents. Comply with the following:

1. The Temporary Work Activity Plan shall be approved by the District prior to any Work starting on the Project Site.
2. Contractor shall have all temporary fencing, signage, ADA compliant pathways and other temporary measures described in Paragraph 1.2 above installed, operational and accepted by the District prior to starting Work as applicable.

B. Time Related Work Restrictions within the Contract Time

1. Although the Contract Time is a total of 425 calendar days between the Notice to Proceed and Substantial Completion, as articulated in Section 00600, Construction Agreement, Work by the Contactor is restricted and limited to specific time periods at specific locations during this contract duration as follows:

   1.1. Building GA, L and T – Contract duration from NTP is 335 calendar days.
   1.2. Gym and Gym Addition – Contract duration from NTP is 425 calendar days.
   1.3. GA Building – Fitness Center Room A113: This room will remain occupied during construction.
      1.3.1. Power and data systems are to remain operational at all times while the space is occupied.
      1.3.2. The existing fire alarm system for the entire building must remain in operation while the space is occupied.
      1.3.3. A fully enclosed separation wall is to be constructed from door A101A to A113A. All existing doors and door hardware are to remain in place. Contractor may not use Door A101A to access the building.
      1.3.4. An accessible pathway from the sidewalk along Castro/Moraga Road to Door A101A is to be maintained while the space is occupied.
      1.3.5. All work occurring within Room A113 may not commence until June 1, 2020, or until all other work in the building has reached substantial completion, whichever is first.
      1.3.6. A detailed phasing plan showing how contractor proposes to complete both phases of work for the GA building shall be submitted to the District for approval.

2. The Contractor is responsible for its own means and methods to comply with these work restrictions, and to submit a schedule in accordance with Section 00700, Article 3.8.

C. Other Project Requirements and Restrictions

1. The existing swimming pool will remain in operation during the entire duration of the project.
   1.3.7. Public access to the pool will be through the existing gate at the southwest corner of the pool area from Lot 8. Lot 8 and the road adjacent to the tennis courts is to be kept clear of all construction equipment and materials at all times. ADA parking stalls in Lot 8 are required to serve the pool.
1.3.8. Power to the pool equipment is to be maintained at all times. Coordinate any required power shut downs with the District. This may necessitate temporary power supplies, which shall be included at no additional cost to the District.
1.3.9. Any work that is required to be performed from the pool deck shall be coordinated with the District. Contractor should anticipate and include costs for working premium time for any work that must be done from the pool deck.
1.3.10. Temporary fence placed on the pool deck is to be a minimum of 8’ tall and securely fastened to prevent the fence from being moved or tipping. Fence stands are not permitted to extend into the pool area. Wind screen is to be placed on BOTH sides of any temporary fence from top to bottom.
1.3.11. Wind screen is also to be installed on the interior side of the existing pool perimeter fence throughout construction. Extra care is to taken to prevent dust and debris from entering the pool area.

2. The Contractor’s staging area for deliveries, construction vehicles, construction equipment and materials are restricted to the areas outlined in the Work Activity Plan. Contractor is responsible for obtaining parking passes from the District Project Manager.

3. Due to the need for intermittent lane closures, Contractor will provide traffic controls as needed to ensure safe vehicular access in the area of construction. In no case shall the access required by emergency services be blocked at any time. Violators will be ticketed by the Campus Police Department.

4. Material and equipment deliveries on the road(s) to the construction site shall be closely monitored and controlled by the Contractor to avoid any delays to other vehicles. The Contractor shall include delivery milestones in its Project CPM Schedule and provide written notice at least two (2) work days to the District and to the Police Services for all deliveries. Any material or equipment deliveries that could potentially delay traffic will have to be delivered outside of normal business hours, unless otherwise approved by the District. Contractor truck deliveries that stop traffic on these Campus roads could be subjected to being ticketed by the Police Services.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All labor, equipment, materials, and all other requirements shall be provided and will be the sole responsibility of the Contractor for execution of entire work described in this specification section.

PART 3 - EXECUTION

3.1 MEANS AND METHODS OF CONSTRUCTION

A. Contractor to provide and shall be responsible for any and all means and methods that will be constructed, implemented and/or maintained on the site for all work described above.

END OF SECTION 01140
SECTION 01400
QUALITY CONTROL REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
   A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this Section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS
   A. Section 01010 – “Summary of Work”
   B. Section 01311 – “Project Management and Coordination”
   C. Section 01330 – “Submittal Procedures”
   D. Section 01410 – “Regulatory Requirements”
   E. Section 01411 – “Testing Laboratory Services”
   F. Section 01412 – “Regulatory Requirements – Hazardous Material”
   G. Divisions 2 through 33 Sections for Quality Control Requirements for the work in those sections.

1.3 SUMMARY
   A. This Section includes Administrative and Procedural Requirements for Quality Control and Quality Assurance Services includes, but not limited to, the followings:
      1. Quality assurance and control of installation.
      2. References.
      3. Mock-ups
      4. Inspection and testing laboratory services
      5. Manufacturers’ field services and reports
      6. Field sample
      7. DSA Project Inspector
      8. Inspection by the Division of the State Architect
      9. Conflicts

1.4 QUALITY ASSURANCE/CONTROL OF INSTALLATION
   A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship, to produce Work of specified quality.
   B. Comply fully with manufacturer’s written instructions, including each step in sequence.
C. When manufacturers’ instructions conflict with Contract Documents, request clarification from District’s Representative before proceeding.

D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

E. All Work shall be performed by persons qualified to produce workmanship of specified quality.

F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion or disfigurement.

G. Contractor’s Line of Authority: Contractor shall provide one person who shall be both knowledgeable and responsible for all work to be performed on the Project at all times during normal work hours. In Contractor’s absence, Contractor’s appointed representative shall be responsible for all directions given and said directions shall be binding as if given to the Contractor. Contractor’s representative shall be responsible to coordinate all work to be performed on the Project.

H. Shop and field work shall be performed only by mechanics skilled and experienced in the fabrication and installation of the work involved. All work on this Project shall be performed in accordance with the best practices of the various trades involved and in accordance with the Contract Documents, approved shop drawings and these specifications.

I. All work shall be erected and installed plumb, level, square and true and in proper alignment and relationship to the work of other trades. All finished work shall be free from defects. The District’s Representatives reserve the right to reject any materials and workmanship that are not considered to be of the highest standards of the trades involved. Any such inferior material or workmanship shall be removed and replaced at no additional cost or time impact to the District.

J. The specifications and recommendations of the manufacturer whose materials are used shall be strictly adhered to during the application or installation of materials. Manufacturer’s specifications, installation instructions, and testing and startup directions shall be available for inspection on Site.

K. Any additional work beyond that specified or illustrated in the Contract Documents, or any modification thereto, that is necessary to obtain the guarantees specified in the Contract
Documents shall be provided by the Contractor without any additional cost or time impact to the District.

1.5 REFERENCES

A. Conform to reference standards in force on the most recent date of issue of the approved Contract Documents.

B. When specified reference standards conflict with Contract Documents, request clarification from District’s Representative before proceeding.

C. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

D. The Contractor shall be responsible for being current and knowledgeable for all building codes involved for all trades under the Contractor’s direction.

E. Provide all work and materials in full in accordance with the latest applicable Rules and Regulations of the California Code of Regulations Title 24 Building Code Standards, the State Fire Marshal, Safety Orders of the Division of Industrial Safety, and any other applicable laws or regulations. Nothing in these plans or specifications is to be construed to permit Work not conforming to these Codes.

F. American Society for Testing and Materials (ASTM):

   1. 29 CFR 1910, Subpart A, Section 1910.7: Definitions and Requirements for a National Recognized Testing Laboratory.

H. NIST: National Institute of Standards and Technology.

I. Furnish all material and labor required to comply with these Rules and Regulations without any additional cost to District.

1.6 MOCK-UPS

A. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals and finishes.

B. Where mock-up is specified in individual Sections to be removed, clear area after mock-up has been accepted by District’s Representative.

C. Mock-ups: Full-size, physical assemblies that are constructed on site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination,
testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.

E. Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work.
   1. Contractor shall build mockups in location and of size indicated, or if not indicated, as directed by Architect.
   2. Notify the District Representative five (5) working days in advance of dates and times when mockups will be constructed.
   3. Contractor shall demonstrate the complete range of aesthetic effects, details, and workmanship for the Work they represent.

1.7 INSPECTION AND TESTING LABORATORY SERVICES

A. See Section 01411 Testing Laboratory Services

1.8 MANUFACTURERS’ FIELD SERVICES AND REPORTS

A. Submit qualifications of observer to District and Architect 30 days in advance of required observations.

B. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, testing, adjusting, and balancing of equipment as applicable, and to provide instructions when necessary.

C. Manufacturer’s Field Representatives shall report to the Contractor and the District, any observations, site decisions, or instructions given to applicators or installers that are supplemental or contrary to manufacturers’ written instructions.

D. Provide by email PDF of Manufacturer’s Field Representative report to District for review within 7 days of field observation.

E. Manufacturer’s Field Service: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including
service connections. Report results in writing as specified in Section 01330 (Submittal Procedures.)

1.9 FIELD SAMPLES
A. Install field samples at the site for District and Architect review as required by individual Specifications Sections.
B. Samples accepted by the Architect in writing represent the quality level required for the Work.
C. Where a field sample is specified in individual sections to be removed, clear area after field sample has been accepted by Architect.

1.10 PROJECT INSPECTOR
A. District will employ a Project Inspector in accordance with the regulations of the DSA and subject to the provision of Part 1, Title 24, CCR.
B. Project Inspector’s authority, rights and duties shall be as set forth in Section 4-342, Part 1, Title 24, CCR.
C. The Project Inspector shall make semi-monthly reports in writing to the Architect with copies forwarded to District, and the DSA in accordance with Section 4-337, Part 1, Title 24, CCR.
D. The Project Inspector shall notify the Division of the State Architect:
   1. When work is started on project.
   2. Minimum (2) working days in advance of time when foundation trenches will be complete and ready for footing forms.
   3. Minimum (2) working days in advance for first placing of concrete.
   4. When work is suspended for period of more than two weeks.
E. The Project Inspector shall keep records of certain phases of construction that shall be maintained on the project site until Final Completion. Upon Final Completion, these records shall be copied, with the original delivered to the District for the permanent school records and the copy forwarded to the Architect. The record shall include, but is not limited, to the following:
   1. The time and placing of concrete and the time and date of removal of forms in each portion of the structure.
   2. Weighmasters tickets delivered with each load of concrete delivered to site.
   3. Identification marks of welders, lists of defective welds, and manner of correction of defects.
   4. Certification of grounding of electrical system.
F. The Project Inspector shall monitor the work of Special Inspectors and testing laboratories to ensure testing program is satisfactorily completed.
G. The Project Inspector shall notify the Contractor in writing of deviations from Contract Documents. Copies of such notice shall be forwarded immediately to the Architect, District and the Division of the State Architect (DSA).
H. The Project Inspector shall make and submit Verified Reports in accordance with Section 4-336, Part 1, Title 24, CCR. Verified Reports shall be submitted directly to the Division of the State Architect with a copy forwarded to the Architect.

I. The Project Inspector shall prepare detailed statements of fact regarding materials, operations and other related issues when requested by the District. Such statements shall be submitted directly to the District with a copy forwarded to the Architect.

J. The District may employ roofing and waterproofing specialist (e.g., other District inspectors, in addition to the Project Inspector to inspect and monitor application of roofing, waterproofing, and related flashings.

K. Contractor shall cooperate with the Project inspector and other District inspectors. Provide access to the work at all times whether it is in preparation or progress. Provide proper facilities for access and inspection.

L. Perform work with the knowledge of the Project Inspector. Cover no work prior to inspection.

M. Notify Project Inspector in writing at least (2) working days prior to expected time for operations requiring inspection.

N. If work is performed on Saturdays, Sundays, Holidays or beyond normal working hours, the Project Inspector, or other District inspectors, will be paid at overtime rates by the District. The cost of the Inspectors’ premium time will be deducted by the District from the Contract Price by Change Order.

O. The Contractor shall pay the cost of the Inspector’s salary for the time the Inspector is required on the project beyond the allotted Contract Time. The cost of the Inspector’s salary shall be in addition to liquidated damages and will be deducted by the District from the Contract Price by Change Order.

### 1.11 INSPECTION BY THE DIVISION OF THE STATE ARCHITECT

A. Work will be monitored and observed through periodic site visits by the Division of the State Architect Field Inspector according to Section 4-334, Part 1, Title 24, CCR.

### 1.12 CONFLICTS

A. Contractor shall comply with rules of documents interpretation as indicated in Contract General Conditions including, but not limited to the following items:

1. Contract Documents take precedence over statutory requirements or standard when requiring materials of higher quality or performance, or larger sizes or capacity, or greater protection, safety or quantity than required by said codes or standards.

2. This shall not operate to allow deviations from code requirements, prior approvals and other provisions as specified.

3. Modifications to published statutory requirements currently adopted or enforced by regulating agencies having jurisdiction shall take precedence over said published requirements.
B. Conflicts within Contract Documents and/or between Project Manual (including specifications) Drawings, Addenda: The more stringent requirement shall govern.

C. Subcontractor, supplier, and installer work may be called for in any section of the Contract Documents; Project Manual Specifications, Drawings and Addenda. Work by any one discipline is not limited to any specification section of the Project Manual, Drawings, Addenda, and Contract Documents shall be bid in total and not in parts.

D. If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to District with a copy to the Architect for a decision before proceeding. Contractor shall, within (15) working days, notify the District with a copy to the Architect in writing for the context of requirements.

E. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Contractor shall, within (15) working days, notify any uncertainties to the District with a copy to the Architect for a decision before proceeding.

1.13 QUALITY ASSURANCE

A. General: Qualifications requirements in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual with experience in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

1. Minimum Experience: 5 years or 5 similar projects, unless indicated otherwise.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located, and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that is similar to those indicated for this Project in material, design, and extent.

F. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and acceptable to authorities having jurisdiction.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST’s National Voluntary Laboratory Accreditation Program.

G. Factory-Authorized Service Representative Qualifications: An authorized representative who is trained and approved by manufacturer to inspect installation of manufacturer’s products that are similar in material, design, and extent to those indicated for this Project.

H. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include:
   a. Provide test specimens representative of proposed products and construction.
   b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups, to adequately demonstrate capability of products to comply with performance requirements.
   d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
   e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
   f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to District with a copy to the Architect and Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

I. Pre-work Meetings: The Contractor shall hold and document Pre-work Meetings for Subcontractors at least 5 work days prior to Subcontractors beginning work at the site for the first time. A copy of the completed New Subcontractor Preparatory Phase Checklist for each Pre-work Meeting shall be provided as an attachment to the Daily Report for that day, with a sign-in sheet for all persons that were present at the meeting. The Checklist is provided at the end of this section.

1. The Pre-work Meeting shall be conducted in order to review and confirm the requirements of the Work per the Contract Documents, coordinate the Work, identify required tests and inspections, and establish a goal to obtain quality construction by planning ahead and identifying potential problems.

2. Notify the District at least three (3) work days in advance of each Pre-work Meeting. Conduct the Pre-work Meeting with the superintendent and the foreman responsible for the work and any District representatives that wish to attend.

3. Review the following at the Pre-work Meeting prior to allowing a Subcontractor to begin work on site:
   a. Review the General Conditions and other Contract Specifications governing work at the Project location. Review rules governing use of workspace, parking, laydown areas, conduct of employees, and access to and from the worksite.
b. Review the Project Preconstruction Meeting Minutes and review pertinent portions with the new Subcontractor.

c. Review each paragraph of the applicable technical specification sections;

d. Review the Contract Drawings;

e. Verify that appropriate shop drawings and submittals for materials and equipment have been submitted and approved. Verify receipt of approved factory test results, when required;

f. Review the testing plan and ensure that provisions have been made to provide the required testing;

g. Examine the work area to ensure that the required preliminary work has been completed;

h. Examine the required materials, equipment and sample work to ensure that they are on hand and conform to the approved shop drawings and submitted data;

i. Review the Contractor’s approved Site Safety Plan and appropriate Activity Hazard review to ensure that applicable safety requirements are met, and that required Material Safety Data Sheets (MSDS) are submitted;

j. Establish the quality of workmanship required;

k. Discuss specific controls used and the construction methods and the approach that will be used to provide quality construction by planning ahead and identifying potential problems for each definable feature of work.

1.14 QUALITY CONTROL, GENERAL

A. District will provide inspections, tests, and similar quality control services specified to be performed by independent agencies, except where indicated as Contractor’s responsibility. Costs for District-provided inspections and tests are not included in Contract Sum.

1. District will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and description of types of testing and inspecting they are engaged to perform.

2. Costs for retesting and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Price will be adjusted by Change Order.

B. Where tests and inspections are indicated as Contractor’s cost and/or responsibility, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Contractor’s responsibility, engage a qualified testing agency to perform these quality-control services.

a. Contractor shall not employ same entity engaged by District, unless agreed to in writing by District.

2. Testing of equipment, systems, components, assemblies, and other non-structural elements of the Work that require testing shall be performed in accordance with the Contract Documents and Manufacturer’s recommended testing protocols. The Contractor shall submit Manufacturer’s Installation Instructions and Manufacturer’s recommended
tests in accordance with Section 01330, Submittal Procedures, prior to installation and testing of equipment, systems, components, assemblies, and other non-structural elements of the Work. Test results shall be recorded and submitted original Manufacturer’s documents.

3. Notify Project Inspector and testing agencies, at least (5) working days or as indicated otherwise in advance of time when Work that requires testing or inspecting will be performed.

4. Where quality-control services are indicated as Contractor’s responsibility, submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor’s responsibility.

6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Retesting/Re-inspecting:
   1. Where quality-control services are Contractor’s responsibility, provide quality-control services, including retesting and re-inspecting, for construction that replaces or is necessitated by Work that failed to comply with the Contract Documents.
   2. Where quality-control services are District’s responsibility, costs for retesting and re-inspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor, by way of a deductive Change Order.

D. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
   1. Access to the Work
   2. Incidental labor and facilities necessary to facilitate tests and inspections
   3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
   4. Facilities for storage and field curing of test samples.
   5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
   6. Security and protection for samples and for testing and inspecting equipment at Project site.

E. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
   1. Schedule times for tests, inspections, obtaining samples, and similar activities. Provide timely notice of the Work’s readiness for all required tests and inspections.
F. Testing and Inspection Log: The Contractor shall provide a detailed list of all Tests and Inspections required by the Contract Documents. Submit the Test and Inspection Log with the submittal of the Master CPM Schedule.

1. Distribution: Distribute schedule to District with a copy to the Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.15 QUALITY CONTROL PROGRAM

A. QUALITY CONTROL PROGRAM REQUIREMENTS

1. Contractor shall establish and maintain a QC program as described in this section. This QC program is a key element in meeting the objectives of Quality Control and systems commissioning. The QC program consists of the Contractor Organization, QC Plan, a Coordination and Mutual Understanding Meeting, QC meetings, submittal review and certification, testing, and QC certifications and documentation necessary to provide materials, equipment, workmanship, fabrication, construction and operations which comply with the requirements of this Contract.

   a. The QA/QC program must cover on-site and off-site work and be keyed to the work sequence.

   b. No construction work or testing may be performed unless the QA/QC Manager is on the work site.

   c. The QA/QC Manager must report to an officer of the firm and not be subordinate to the Project Superintendent.

   d. The QA/QC Manager, Project Superintendent and other Contractor and Subcontractor personnel must work together effectively. Although the QA/QC Manager is the primary individual responsible for quality control, all individuals will be held responsible for the quality of work on the job.

2. Acceptance of the QA/QC Plan is required prior to the start of construction. The District reserves the right to require changes in the QA/QC Plan and operations as necessary, including removal of personnel, to ensure the specified quality of work.

3. The District reserves the right to interview any member of the Contractor’s organization at any time in order to verify the submitted qualifications.

4. The District may require the removal of any individual for non-compliance with quality requirements specified in the Contract.

B. Preliminary Construction Work Authorized Prior to Acceptance. The only construction work that is authorized to proceed prior to the acceptance of the QA/QC Plan is mobilization of storage and office trailers, temporary utilities, and surveying.

C. Notification of Changes: Notify the District, in writing, of any proposed changes in the QA/QC Plan or changes to the Contractor organization personnel, a minimum of 10 work days prior to a proposed change. Proposed changes are subject to acceptance by the District.

D. QA/QC Manager and Duties: Provide a Full Time on site QA/QC Manager at the Work site to implement and manage the QC program.

   1. The QA/QC Manager cannot serve in any other capacity on the project (e.g., project manager, superintendent, project engineer, etc.). The QA/QC Manager’s sole
responsibility is to ensure the development and implementation of the Quality Control Program and to fulfill all other requirements of Section 01400. At a minimum, the QA/QC Manager shall visit the project site two days a week through the Contract Substantial Completion date; two work days prior to any concrete pours; erection of structural steel and when requested by the District Representative in writing to review any pertinent issues concerning the District or the Architect or Record.

2. The QA/QC Manager is required to attend the weekly meetings, conduct new subcontractor Pre-Work Preparatory Phase meetings, perform submittal review and certification, ensure testing is performed and provide QC certifications and documentation required in this Contract.

3. The QA/QC Manager is responsible for managing and coordinating the documentation performed by Contractor testing laboratory personnel and any other inspection and testing personnel required by this Contract not coordinated, overseen, and paid by the District.

4. Qualifications: A graduate of a four year accredited college or university program in one of the following disciplines: Engineering, Architecture, Construction Management, Engineering Technology, Building Construction, or Building Science, with a minimum of 15-20 years’ experience as a Project Superintendent, QA/QC Manager, Project Manager, Project Engineer or Construction Manager on similar size and type construction contracts which included the major trades that are part of this Contract.
   a. The individual must be familiar with the requirements of DSA, OSHA and Cal OSHA, and have experience in the areas of hazard identification, safety compliance, and sustainability.

5. Alternate QA/QC Manager Duties and Qualifications: Designate an alternate for the QA/QC Manager at the work site to serve in the event of the designated QA/QC Manager's absence.
   a. The period of absence may not exceed two weeks at one time, and not more than 30 workdays during a calendar year.
   b. The qualification requirements for the Alternate QA/QC Manager must be the same as for the QA/QC Manager.

1.16 QUALITY CONTROL (QC) PLAN

A. QC Plan Requirements: Provide, for acceptance by the District, a Construction QC Plan submitted in a three-ring binder that includes a table of contents, with major sections identified with tabs, with pages numbered sequentially, and that documents the proposed methods and responsibilities for accomplishing quality control and system commissioning activities during the construction of the Project and include:
   1. A chart showing the Contractor management organizational structure.
   2. Names and qualifications, in resume format, for each person in the Contractor management organization.
   3. Duties, responsibilities, and authorities of each person in the Contractor management organization, including home office personnel responsible for this Project.
   4. A listing of outside organizations, such as architectural and consulting engineering firms, that will be employed by the Contractor and a description of the services these firms will provide.
5. Letters signed by an officer of the firm appointing the QA/QC Manager and Alternate QA/QC Manager and stating that they are responsible for implementing and managing the QC program as described in this Contract. Include in this letter their authority to stop work which is not in compliance with the Contract. Include copies of the letters in the QC Plan.


7. Provide the name(s) of the person(s) in the QC organization authorized to review and certify submittals prior to submission to the District and Architect. Provide the initial submittal of the Submittal Log as specified in Section 01330 SUBMITTAL PROCEDURES.

8. Testing laboratory information required herein.

9. A Testing Plan and Log that includes the tests required, referenced by the specification paragraph number requiring the test, the frequency, and the person responsible for each test. Use District forms to log and track tests.

10. Procedures to identify, record, track, and complete rework items. Use District forms to record and track rework items.

11. Procedures for coordinating, tracking and documenting all required certifications for subcontractors, testing laboratories, suppliers, personnel, etc.

B. QA/QC Manager shall ensure that certifications are current, appropriate for the work being performed, and will not lapse during any period of the contract that the work is being performed.

C. Coordination and Mutual Understanding Meeting. After submission of the QC Plan, and prior to the start of construction, the QA/QC Manager will meet with the District to present the QC program required by this Contract. When a new QA/QC Manager is appointed, the coordination and mutual understanding meeting shall be repeated.

1. Purpose: The purpose of this meeting is to develop a mutual understanding of the QC details, including documentation, administration for on-site and off-site work, coordination of activities to be performed, and the coordination of the Contractor's management, production, and QC personnel. At the meeting, the Contractor will be required to explain in detail each management plan or requirement as listed below:
   b. Stormwater Pollution Prevention Plan
   c. Environmental regulatory requirements, including requirements related to Demolition.
   d. Noise Plan
   e. Commissioning Plan.
   f. Other plans required by the Contract Documents

D. Coordination of Activities: Coordinate activities included in various sections to assure efficient and orderly installation of each component. Coordinate operations included under different sections that are dependent on each other for proper installation and operation. Coordinate pre-functional tests and startup testing with District and per the Contract Documents.

E. Attendees: As a minimum, the Contractor's personnel required to attend include an officer of the firm, the Project Manager, Project Superintendent, QA/QC Manager, Alternate QA/QC Manager, A/E, and subcontractor representatives. Minutes of the meeting will be prepared by
the QA/QC Manager and signed by the Contractor and the District. Provide a copy of the signed minutes to all parties.

F. Agenda Items Include:
1. Review of the Contract Documents to verify that requirements related to systems commissioning are adequately specified, and that each commissioned system is likely to meet the design intent relative to functionality, energy performance, water performance, maintainability, sustainability, system cost, indoor environmental quality, and local environmental impacts.
2. Procedures for submission, review and approval of submittals are also described in Section 01330 SUBMITTAL PROCEDURES.
3. Review of sampling and testing procedures required under this Contract.

1.17 QUALITY CONTROL: LABORATORY, TESTS, AND REPORTING REQUIREMENTS

A. Construction materials testing laboratories must be accredited by a laboratory accreditation authority and will be required to submit a copy of the Certificate of Accreditation and Scope of Accreditation.
1. The laboratory's scope of accreditation must include the appropriate ASTM standards (E 329, C 1077, D 3666, D 3740, A 880, E 543) listed in the technical sections of the specifications.

B. Laboratories engaged in Hazardous Materials Testing shall meet the requirements of OSHA and EPA. The policy applies to the specific laboratory performing the actual testing, not just the Corporate Office.

C. Laboratory Accreditation Authorities: Laboratory Accreditation Authorities include the National Voluntary Laboratory Accreditation Program (NVLAP) administered by the National Institute of Standards and Technology at: http://ts.nist.gov/ts/htdocs/210/214/214.htm the American Association of State Highway and Transportation Officials (AASHTO) program at http://www.transportation.org/aashto/home.nsf/frontpage, International Accreditation Services, Inc. (IAS) at http://www.iasonline.org, the American Association for Laboratory Accreditation (A2LA) program at http://www.a2la.org/.

D. Capability Check: The District retains the right to check laboratory equipment in the proposed laboratory and the laboratory technician's testing procedures, techniques, and other items pertinent to testing, for compliance with the standards set forth in this Contract.

E. Test Results: Reference applicable Contract requirements, tests or analytical procedures used. Provide actual results and include a statement that the item test or analyzed conforms or fails to conform to specified requirements.
1. If the item fails to conform, notify the District immediately. Conspicuously stamp the cover sheet for each report in large red letters "CONFORMS" or "DOES NOT CONFORM" to the specification requirements, whichever is applicable.
2. Test results must be signed by a testing laboratory representative authorized to sign certified test reports.
3. Furnish the signed reports, certifications, and other documentation to the District via the QA/QC Manager.

4. Furnish the signed reports, certifications, and a summary report of field tests at the end of each month to the District. Attach a copy of the summary report to the last daily Contractor Quality Control Report of each month.

1.18 QC CERTIFICATIONS AND DOCUMENTATION

A. CQC Report Certification. Contain the following statement within the CQC Report:

"On behalf of the Contractor, I certify that this report is complete and correct and equipment and material used and work performed during this reporting period is in compliance with the contract drawings and specifications to the best of my knowledge, except as noted in this report."

B. Invoice Certification. Furnish a certificate to the District with each payment request, signed by the QA/QC Manager, attesting that as-built drawings are current and, coordinated, and attesting that the work for which payment is requested, including stored material, is in compliance with Contract requirements.

C. Documentation: Maintain current and complete records of on-site and off-site QC program operations and activities.

D. Construction Documentation: Reports are required for each day that work is performed and must be attached to the Contractor Quality Control (CQC) Report prepared for the same day.

1. Maintain current and complete records of on-site and off-site QC program operations and activities on the required forms.

2. Reports are required for each day work is performed.

3. Account for each calendar day throughout the life of the Contract.

4. Every space on the forms must be filled in. Use N/A if nothing can be reported in one of the spaces.

5. The Project Superintendent and the QA/QC Manager must prepare and sign the Contractor Production and CQC Reports, respectively.

6. The reporting of work must be identified by terminology consistent with the Master CPM Schedule.

7. In the "remarks" sections of the reports, enter pertinent information including directions received, problems encountered during construction, Work progress and delays, conflicts or errors in the drawings or specifications, field changes, safety hazards encountered, instructions given and corrective actions taken, delays encountered and a record of visitors to the work site, quality control problem areas, deviations from the QC Plan, construction deficiencies encountered, meetings held.

8. For each entry in the report(s), identify the Schedule Activity No. that is associated with the entered remark.

E. Quality Control Validation. Establish and maintain the following in a series of three ring binders. Binders shall be divided and tabbed as shown below. These binders must be readily available to the District during all business hours.

1. All completed Preparatory Phase Checklists, arranged by specification section.
2. All milestone inspections, arranged by Activity Number.
3. An up-to-date copy of the Testing Plan and Log with supporting field test reports, arranged by specification section.
4. Copies of all contract modifications, arranged in numerical order. Also include documentation that modified work was accomplished.
5. An up-to-date copy of the Rework Items List.
6. Maintain up-to-date copies of all punch lists issued by the QC staff to the Contractor and Sub-Contractors and all punch lists issued by the District.
7. Commissioning documentation including checklists, schedules, tests, and reports.

F. Testing Plan and Log:
   1. As tests are performed, the QA/QC Manager will record on the "Testing Plan and Log" the date the test was performed and the date the test results were forwarded to the District.
   2. Attach a copy of the updated "Testing Plan and Log" to the last daily CQC Report of each month.

G. Rework Items List: The QA/QC Manager must maintain a list of work that does not comply with the Contract, identifying what items need to be reworked, the date the item was originally discovered, the date the item will be corrected by, and the date the item was corrected. There is no requirement to report a rework item that is corrected the same day it is discovered.
   1. The Contractor is responsible for including rework items identified by the District or its representative.

H. As-Built Drawings: The QA/QC Manager is required to ensure the as-built drawings, required by Section 01780, Project Record Documents are kept current on a daily basis and marked to show deviations which have been made from the Contract Drawings. Ensure each deviation has been identified with the appropriate modifying documentation (e.g. PCO No., CO No., Request for Information No., etc.). The QA/QC Manager must initial each revision.
   1. Upon Substantial Completion of Work, the QA/QC Manager will furnish a certificate attesting to the accuracy of the as-built drawings prior to submission to the District.

1.19 NOTIFICATION ON NON-COMPLIANCE

A. The District will notify the Contractor of any detected non-compliance with the Contract. Take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the District may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders will be made the subject of claim for extension of time for excess costs or damages by the Contractor.

PART 2 - PRODUCTS
Not Used.

PART 3 - EXECUTION

3.1 EXAMINATION
A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work constitutes acceptance of existing conditions by the Contractor.

B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual specification sections.

D. Verify utility services are available, of correct characteristics, and in correct locations.

### 3.2 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:
   1. Date test or inspection was conducted.
   2. Description of the Work tested or inspected.
   3. Date test or inspection results were transmitted to District and Architect.
   4. Identification of testing agency or special Inspector conducting test or inspection.

B. Maintain test and inspection log at project site. Post changes and modifications as they occur. Provide access to test and inspection log for District or its representative’s reference during normal working hours.

### 3.3 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

### 3.4 PREPARATION AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes. See also Section 01730, Cutting and Patching.

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor’s responsibility, regardless of the assignment of responsibility for quality-control services.
# NEW SUBCONTRACTOR PREPARATORY PHASE CHECKLIST

**PROJECT NO.**

**SUBCONTRACTOR:**

**SCHEDULE ACTIVITY NO.**

**CONTACT NO.**

(continued on second page)

### PERSONNEL PRESENT

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### SPECIFICATIONS

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<th>CLARIFY ANY DIFFERENCES.</th>
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Contra Costa Community College District
Contra Costa College
C-608 PE & Kinesiology Complex Renovation

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Quality Control Requirements
ADDENDUM #2
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<th>PRELIMINARY WORK &amp; PERMITS</th>
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END OF SECTION 01400
SECTION 01500
TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. All Contract Documents shall be reviewed for applicable provisions related to the provisions in this document, and provisions in the General Conditions and other Division 1 Specification Sections shall apply to this section without limitation.

1.2 RELATED REQUIREMENTS SPECIFIED IN OTHER SECTIONS
A. Section 01010 – “Summary of Work”
B. Section 01140 – “Work Restrictions”
C. Section 01311 – “Project Management and Coordination”
D. Section 01412 – “Hazardous Material”
E. Section 01416 – “Special Procedures”
F. Section 01505 – “Construction Waste Management”
G. Section 01572 – “Storm Water Pollution Prevention Plan”
H. Section 01710 – “Cleaning Requirements”
I. Section 01770 – “Contract Closeout Procedures”
J. Divisions 2 through 33 Sections for specific requirements for Temporary Facilities and Controls for the Work in those Sections.

1.3 TEMPORARY FACILITIES AND CONTROLS PLANS
A. Prior to the start of Work at the Site, Contractor shall provide full size drawings of site plan drawings illustrating the following:
   1. Locations and dimensions of temporary facilities including, but not limited to, all site trailers. Include floor plan layouts and pertinent details.
   2. Equipment and material storage areas.
   3. Pedestrian access paths and crossings,
   4. Location of way finding and other signage,
   5. Contractor haul routes and avenues of ingress/egress to and within the Campus.
   6. All fenced area and details of the fence installation.
   7. Identify any areas which may have to be paved or graveled to control dust or prevent tracking of mud.
   8. Other items including locations of safety and construction fences and/or barriers, construction entrances, trash dumpsters, temporary sanitary facilities, and worker parking areas.
B. Contractor shall submit to District (7) sets of Temporary Facilities and Control Plans for review by District and Architect.

C. Contractor shall not perform any work at the Site until said site plan submitted by the Contractor has been accepted in writing by the District.

1.4 REQUIRED TEMPORARY FACILITIES AND CONTROLS

A. Contractor shall provide and maintain all temporary facilities, utilities, and controls as required to perform the Work and as required herein. Materials, installation, and maintenance of temporary utilities and facilities shall be in compliance with all applicable local and State regulatory requirements. Remove temporary utilities and facilities, including associated materials and equipment, when no longer required. Restore and recondition existing facilities used during construction and areas of the Site, roads, driveways, parking lots, landscaping, and any other existing improvements either damaged or disturbed by the installation of temporary facilities or utilities to their original condition. Remove and properly dispose of debris resulting from removal and reconditioning operations.

B. Contractor shall furnish and install requirements for temporary utilities, facilities, security, and protection which include but are not limited to the following:

1. Temporary Electric Power and Lighting
   a. The installation and removal of all temporary distributions of power throughout the Site shall be the sole responsibility of the Contractor without adjustment to the Contract Price or the Contract Time. The Contract Price shall not be adjusted on account of any disruption, reduction or elimination of electrical power service to the Site. Contractor shall provide power outlets for construction operations, with branch wiring and distribution boxes located as required to complete the Work.
   b. Contractor shall provide and maintain electrical power at the Site for construction purposes, for temporary facilities and trailers, and for any other site offices or trailers required by the Contract Documents. Contractor shall provide all necessary wiring and appurtenances.
   c. Contractor shall provide and maintain distribution of temporary electrical power and lighting to the Work and for use by the District project manager and project inspector.
   d. Contractor shall provide temporary power main service disconnect and over current protection at convenient locations and as required by governing codes.
   e. The Contractor shall be responsible for providing temporary facilities as required to deliver power service from the point of connection to the point(s) of intended use.
   f. The Contractor shall provide, install, and maintain temporary electrical lighting wherever necessary to provide illumination for the proper performance and/or observation of the Work. Where required, a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work shall be provided.
   g. Provide temporary lighting strands along all project perimeter fence lines. Light levels at pedestrian walkways adjacent to project perimeter fence shall be a minimum of 20 fc.

2. Temporary Communications/Telephone
a. Contractor shall provide, maintain, and pay for all required communications and data services (including without limitation telephone, e-mail and internet) to all Project field offices to include a multi-function printer, copier, scanner, fax unit commencing at the time of Project mobilization, including all installation, connection, and monthly charges. The installation and removal of all temporary telephone and data distribution shall be the sole responsibility of the Contractor without adjustment of the Contract Price or the Contract Time.

b. Coin operated phones are not acceptable.

c. Contractor to provide a list of important telephone numbers at each telephone on the site offices including, but not limited to the following:
   i) Police and Fire Departments
   ii) Campus Police
   iii) Ambulance Service
   iv) Contractor’s home office
   v) All Principal Subcontractors’ field and home offices
   vi) Architect’s office
   vii) Engineer’s office
   viii) District office
   ix) Project Manager
   x) Project Inspector
   xi) Campus Building & Grounds Department
   xii) Testing Laboratory

d. Provide Contractor superintendent with cellular telephone for use when away from field office.

3. **Temporary Water**

   a. The Contractor shall be responsible for providing all temporary facilities required to deliver water.

   b. Water shall be provided for dust control, street cleaning, cleaning tools, or vehicle washing. Water used for such purposes shall be provided by the Contractor at its expense.

   c. Contractor shall provide and maintain necessary temporary water supply connections, pipes, hoses, nozzles, and fittings required. Before final acceptance, all temporary water supply components installed by Contractor shall be removed in a manner approved by District’s Representative.

   d. Unnecessary waste of water will not be permitted. Special hydrant wrenches shall be used for opening and closing fire hydrants, and in no case shall pipe wrenches be used for this purpose. Obtain approval of governing agency prior to opening any fire hydrant.

   e. Contractor shall provide and use backflow preventers on water lines at point of connection to any District water supply. Backflow preventers shall comply with
requirements of California Uniform Plumbing Code. The installation and removal of all temporary backflow preventers on the Site shall be the sole responsibility of the Contractor without any adjustment to either the Contract Price or the Contract Time. Before final acceptance, all temporary connections and piping installed by Contractor shall be removed in a manner approved by District’s Representative.

f. Contractor shall provide and make potable water available for human consumption. Contractor shall provide and maintain suitable quality water service required for construction operations.

4. **Temporary Fences**

   a. Temporary Fencing: Contractor shall provide temporary fencing around specified construction areas for safety and protection. Provide chain link fencing not less than six (6) feet in height, complete with metal posts and required bracing, anchorage, visual screening (green fabric), and with truck and pedestrian gates. All vehicle and Pedestrian gates and openings shall have gates secured after hours of operation.

   b. Contractor shall provide padlocks used for securing all gates. Padlocks shall be designed to prohibit cutting of shackle. Contractor shall coordinate keying strategy with District.

   c. Contractor shall be responsible for locking gates and shall be secured with minimum 3/8 inch thick, 30 grade coil chain, minimum 5/16 inch cable. Gates shall be kept closed and locked at all times when not in use.

   d. All existing fences affected by the Work shall be maintained by Contractor until Final Completion of Project. Fences which interfere with construction operations shall not be relocated or dismantled until District gives written permission to do so, and the timing of fence relocation or dismantling has been agreed upon. Where fences must be maintained across the construction easement, adequate gates shall be installed. Site Enclosure Fence: Contractor shall furnish and install site enclosure fence in a manner that will prevent people and animals from easily entering site except by entrance gate.

   e. Contractor will be responsible for maintaining security by limiting number of keys and restricting distribution to authorized personnel.

   f. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft and similar violation of security.

   g. Contractor shall provide secure lockup for stored materials and equipment which are of value or attractive for theft. Contractor shall be responsible for project security for materials, tools, equipment, supplies and completed and partially completed Work. District is not responsible for any theft or vandalism of Contractor’s materials, vehicles, or equipment.

   h. On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to a better condition, and to their original locations.

5. **Temporary Protection of Public and Private Property**
a. Contractor shall protect, shore, brace, support and maintain all existing underground utilities including but not limited to the following: all pipes, conduits, drains and other underground construction uncovered or otherwise affected by construction operations.

b. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, fences and other surfaces structures affected by construction operations, together with all sod and shrubs in yards, planting areas, and medians, shall be restored to their original condition, wherever affected by construction operations. All replacements shall be made with new materials.

c. Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges and other public or private property, regardless of location or character, which may be caused by transporting equipment, materials, or workers to or from the Work, Site or any part thereof, whether by Contractor or Subcontractors. Contractor shall be solely responsible without adjustment of the Contract Price or the Contract Time to make satisfactory and acceptable arrangements with the District, or the agency or authority having jurisdiction over the damaged property, concerning its repair or replacement or payment of costs incurred in connection with the damage.

d. All fire hydrants and water control valves shall be kept free from obstruction and available for use at all times.

6. **Temporary Sanitary Facilities**

a. Contractor shall provide and maintain temporary sanitary toilets for use of all workers throughout the course of the Work. At a minimum, sanitary facilities shall be located at the trailer site, Contractor staging area(s) and adjacent to Work areas.

b. Sanitary facilities shall be of reasonable capacity, properly maintained throughout the Project, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least (1) toilet will be furnished for each (15) persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the Site.

c. Contractor shall comply with all minimum requirements of the Contra Costa Health Department or other public agency having jurisdiction.

d. Maintain temporary facilities in a sanitary condition at all times during the Project.

e. Contractor will keep sanitary facilities free from graffiti.

f. Use of toilet facilities installed as part of the Work shall not be permitted.

g. All Portable toilets shall be located within fenced areas of the Site.

h. Contractor shall be responsible for providing access to the temporary toilet facilities.

7. **Temporary Barriers and Enclosures**
a. Contractor shall provide barriers to prevent unauthorized entry to construction areas to allow for District’s use of the Site, and to protect existing facilities and adjacent improvements from damage during construction operations.

b. Contractor shall provide barricades as required by the Contract Documents, governing agencies, and/or field conditions in order to protect public access pathways to existing buildings scheduled to remain open during any part of the Work.

c. Contractor shall protect vehicular traffic, stored materials, Site, and existing structures from damage.

d. Contractor shall provide and maintain temporary enclosures to prevent public entry to any construction area, and to protect all persons using other existing buildings and portions of the Site and/or premises Contractor shall maintain safe access to all existing facilities to remain in operation during any part of the Work.

8. Temporary Water Control
   a. Contractor shall comply with Section 01572 (Storm Water Pollution Prevention Plan.)

9. Temporary Pollution Control
   a. Contractor shall prevent the pollution of drains and watercourses by sanitary waste, sediment, debris and other substances resulting from construction activities. See Section 01572 and the other Contract Documents for additional information and requirements.

   b. No sanitary wastes shall be permitted to enter any drain or watercourses other than sanitary sewers. No sediment, debris or other substance shall be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service and all possible Best Management Practices (BMPs) shall be taken to prevent such materials from entering any drain to watercourse. Rate of discharge for storm water may be not increased by the Project during or following construction.

   c. In the event that dewatering of excavations is required, Contractor shall obtain the necessary approval and permits for discharge of the dewatering effluent from the local jurisdiction. Contractor shall be responsible for assuring that water quality of such discharge meets the appropriate permit requirements prior to any discharge.

   d. Contractor shall comply with the District Storm Water Pollution Prevention Plan for this Project.

10. Construction Aids
    a. Contractor shall furnish, install, maintain and operate all construction aids as required for the performance of the Work. Such construction aids include, but are not limited to, elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding, and temporary stairs.

11. Erosion Control
    a. Contractor shall comply with the Storm Water Pollution Prevention Plan for all Work on this Project including Work under this Specification Section. See Section 01572 and the other Contract Documents for additional information.
b. Contractor shall prevent soil erosion on the Site and adjacent property resulting from its construction activities to the maximum extent practical, including implementation of Best Management practices. Effective measures shall be initiated prior to the commencement of clearing, grading, excavation or other operations that will disturb the natural protection.

c. Work shall be scheduled to expose areas subject to erosion for the shortest possible time and natural vegetation shall be preserved to the greatest extent practicable. Temporary storage, temporary construction buildings and temporary Field office buildings shall be located and construction traffic routed to minimize erosion. Contractor shall provide temporary fast-growing vegetation or other suitable ground cover shall be provided as necessary to control runoff.

12. **Vehicular and Pedestrian Traffic Controls**

a. Contractors shall coordinate with District’s Representative concerning vehicular traffic associated with the construction in order to minimize disruption to businesses and local residents. Delivery trucks and large equipment shall enter the Contractors access gate and shall use the route mutually agreed upon between District and Contractor at the beginning of each Phase of work. Contractor shall provide signage directing construction and delivery traffic to this gate. Contractor shall provide information regarding sign types, size, material, text and locations to be reviewed and approved by the District Representative prior to installation.

b. Contractor shall keep all required Fire District and emergency vehicle access paths free from obstruction at all times between the Notice to Proceed and the Substantial Completion dates.

c. Contractor shall not allow any construction personnel parking or other related equipment parking on City streets. City streets shall not be used for material storage or laydown areas.

13. **Trees and Plant Protection**

a. Contractor shall preserve and protect existing trees and plants on the Site that are not designated or required to be removed and those adjacent to the Site. See Specification Section 01416, Tree Protection Plan and other Contract Documents for additional information and requirements.

b. Contractor shall provide barriers to a minimum height of 4’-0” around drip line of each tree and plant and around each group of trees and plants, as applicable, in the proximity of demolition and construction operations.

c. Contractor shall not park cars, trucks, store materials, perform Work or cross over landscaped areas. Contractor shall not dispose of paint, paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in any landscaped areas, storm drain systems or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the District and at the Contractor’s expense, either by replaced with new plant materials equal in size to those
damaged or by payment of an amount representing the value of the damaged materials as determined by the District.

d. Contractor shall remove soil that has been contaminated during the performance of the Work by oil, solvents and other materials which could be harmful to trees and plants and replace with good soil at Contractor’s expense.

e. Excavation within drip lines of trees shall be done only where absolutely necessary and with written permission from the District.

f. Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging and shall be approved by the District. Main lateral roots and taproots shall not be cut. All roots 2 inches in diameter and larger shall be tunneled under and heavily wrapped with wet burlap so as to prevent scarring or excessive drying. Smaller roots that interfere with installation of new work may be cut with prior approval by the District. Roots must first be cut with a Vermeer, or equivalent root cutter, prior to any trenching.

g. Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever possible. If encountered, immediately adjacent to location of new construction roots shall be cut approximately 6 inches back from new construction.

h. Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps or other surface irregularities. Do not use mechanical equipment to compact backfill. Tamp carefully using hand tools, refilling and tamping until Final Acceptance as necessary to offset settlement.

i. Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided or roots shall be wrapped with four layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill.

j. Accidentally broken roots should be sawed cleanly 3 inches behind ragged end.

14. Dust Control

a. Contractor shall conduct all demolition and construction operations to minimize the generation of dust and dirt and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities and neighboring communities. See Specification Section 01416, Dust Control Plan and other Contract Documents for additional information and requirements.

b. Contractor shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.

c. Contractor shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins and as otherwise required by local and state ordinance.
d. Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas and plantings from washing into sewer and storm drain lines.

e. Contractor shall provide power cleaning equipment including, but not limited to, street sweeper for cleaning up dust, debris and dirt from accumulating on public walks, roadways, parking areas and streets.

f. See also Section 01416 Special Procedures, Dust Control Plan.

15. Temporary Signage

a. See Section 01140, Work Restrictions, Drawing and other Contract Documents for additional information and requirements for temporary signage.

b. Project Identification and Temporary Signs: Contractor shall provide Project identification and other signs. Engage an experienced sign company to produce project signs. Install signs where indicated in Contract Documents. Unauthorized signs are not permitted.

c. Contractor shall provide minimum dimension 8’ – 0” wide by 4’- 0” high sign containing, Contra Costa Community College District, Project Name, Architect’s firm name, Construction Manager’s firm name, LEED logo and other related information as directed by District. Install in two (2) visible locations as approved by District.

d. Sign must be reviewed and approved by the District prior to installation.

e. Contractor shall provide temporary directional signs for construction personnel and visitors.

f. Contractor shall maintain and touch-up signs so they are legible at all times.

16. Temporary Heat and Ventilation

a. Provide temporary heat as required to maintain adequate environmental conditions to facilitate progress of the work, to meet specified minimum environmental conditions for the Work and to protect materials and finishes from damage due to improper temperature and humidity conditions.

b. Portable heaters shall be standard units complete with controls, appropriate safety features, and bear testing lab approval markings.

c. Provide adequate forced ventilation of enclosed areas as required for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors and gases.

d. HVAC Equipment: Unless District authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.

i) Use of gasoline-burning space heater, open-flame heater or salamander-type heating units is prohibited.

ii) Heating Units: Listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction and marked for intended use.

PART 2 – PRODUCTS
2.1 TEMPORARY FACILITIES/TEMPORARY FIELD OFFICE

A. Contractor shall provide Temporary Field Offices: Prefabricated or mobile units with serviceable finishes, heating and air conditioning systems, temperature controls, and foundations adequate for normal loading. Trailer shall include adequate space and furniture to hold OAC meetings for a minimum of 14 people.

B. **Separate Project Inspector’s Field Office Building:** Provide heated and air-conditioned space for sufficient size to accommodate needs of Project Inspector, nominally 10’ x 20’. Project Inspector’s field office space may not be combined with Contractor’s or District’s field office building. Furnishings shall be like new condition, no older than three years, except as noted below and subject to acceptance by Project Inspector. Furnish and equip as follows:

1. Three 4-drawer vertical file cabinets
2. One plan table capable of holding full size plans fully open
3. Plan racks sufficient to hold all project and shop drawings.
4. Two 5’ long desks with drawers
5. Two side table for desk
6. Two swivel ergonomically adjustable office chair on casters
7. Two 3’-wide 4-shelf book shelving units
8. One 4’ x 5’ cork tack boards (for office)
9. One 4’ x 5’ white board (for office)
10. Two telephone lines (at desks)
11. One color copier/scanner/fax machine that will accommodate 8.5’ x 11”, 8.5” x 14”, and 11” x 17” paper. Contractor to provide maintenance for copy machine. Contractor will supply ink and paper as needed or required by inspector. This machine will be for use by Project Inspector representative for this project only.
12. Two wastebaskets
13. Operable mini blinds on all windows.
14. Intrusion alarm with motion sensor. Local bell only; no monitoring.
15. Fire extinguisher(s) as required by codes.
16. Smoke detector (9-volt battery type).
17. Drinking water dispenser. Provide bottled water refills throughout the project.
18. Heating and cooling equipment necessary to maintain a uniform indoor temperature of 68 to 72 deg F, year-round.
19. Lighting fixtures capable of maintaining average illumination of 20 fc at desk height.
20. Provide electrical power service and 120V AC duplex receptacles, with not less than one receptacle on each wall.
22. Submit plans to District for approval.
23. **Utility Services:** Contractor shall make all provisions and pay all installation and all other costs to provide telephone service, internet connection and services, electrical service,
exterior lights and any local code and OSHA requirements. The Contractor shall pay all monthly charges for all services provided, including all local calls and any toll calls by the Construction Manager’s personnel to the Contractor’s home office, Architect’s home office, subcontractors, suppliers, and/or any other tolls calls specifically related to the Work.

24. Internet Services: Contractor shall provide internet connection using cable or DSL modem or equivalent to achieve a minimum speed of 6 Mbps for download and upload of data. modem shall be Voice Over IP capable and be accompanied with wireless G capable router for District Construction Manager’s use only. Possible high speed providers are Comcast Cable (866-890-2061) or AT&T DSL (866-429-7222). In the event high speed internet technology is not available from Internet Service Providers, Contractor shall provide USB mobile broadband (Cellular 4G) cards for District computers from the Notice to Proceed through Final Completion.

25. All equipment provided under this section, with the exception of basic office furniture, shall become the property of the District upon final completion.

C. Access to Office Trailers: Provide paved pedestrian access path to all temporary offices.

D. Contractor’s Field Office: Provide as required for Contractor personnel.

E. Field office locations must be reviewed and approved by the District and Architect prior to installation.

F. Contractor’s Storage and Fabrication Sheds: Provide sheds sized, furnished and equipped to accommodate materials and equipment for construction operations.

G. Contractor shall be responsible for Temporary field offices/facilities, security and protection.

2.2 EQUIPMENT

A. Fire Extinguishers: Contractor shall provide Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures according to NFPA 10.

B. First Aid Supplies: In compliance with governing regulations.

2.3 MATERIALS

Not used

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of Work. Relocate and modify facilities as required by progress of the Work during entire project including all phases of project.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

C. Contractor shall verify and coordinate all relocation of facilities with the District Representative.

3.2 OPERATION, TERMINATION AND REMOVAL
A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.
   1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion and acceptance by the District.

D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use a permanent facility or no later than Final Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces and replace construction that cannot be satisfactorily repaired.
   1. Materials and facilities that constitute temporary facilities are property of Contractor. District reserves the right to take possession of Project Identification signs at no cost to the District.
   2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs and sidewalks at temporary entrances, as required by authorities having jurisdiction.
   3. Clean and renovate permanent facilities used during construction period prior to Final Completion. Comply with final cleaning requirements specified in Section 01770, Contract Closeout Procedures.

END OF SECTION 01500
SECTION 03 20 00

CONCRETE REINFORCING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Steel reinforcement and accessories for concrete.

1.2 RELATED SECTIONS

A. Division 01 – Sustainable Design Requirements; for additional LEED requirements.
B. Section 03 11 00 – Concrete Forming.
C. Section 03 30 00 – Cast-In-Place Concrete.

1.3 REFERENCES

A. The publications listed below form a part of this Section to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Division 01 for definitions, acronyms, and abbreviations.

B. Standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes in effect as of the date of issue of this Project Manual, unless indicated otherwise in CBC Chapter 35 and CFC Chapter 80.

C. Referenced Standards:
   2. ACI 301 – Specifications for Structural Concrete.
   3. ACI 318/318R – Building Code Requirements for Structural Concrete and Commentary.
   5. ASTM A615/A615M – Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.

1.4 SUBMITTALS

A. General: Submit in accordance with Division 01.
B. Product Data: Submit manufacturer’s descriptive literature, installation instructions, and product specification for the following products:
   1. Mechanical splicing devices.
   2. Bar supports.

C. Placement Drawings:
   1. Prepare in accordance with ACI SP-66.
   2. Indicate bar sizes, spacing, locations, and quantities of steel reinforcement and wire fabric, bending and cutting schedules, and supporting and spacing devices.
   3. Identify placement drawings with reference to sheet and detail numbers from the Contract Documents.
   4. Do not use scaled dimensions from Drawings to determine lengths of steel reinforcement.
   5. Submit one copy of reproducible placement drawings in addition to those required by Division 01.
   6. Contractor shall be responsible for correctness and completeness of steel reinforcing requirements.
   7. Begin fabrication only when placement drawings have been accepted.

D. Samples:
   1. Bar supports: One for each type and grade.
   2. Mechanical splicing devices: One of each type.

E. Quality Assurance/Control Submittals:
   1. Submit reports of radiographic weld tests per ASTM E94, and testing per 2013 CBC Section 1913A “Concrete Testing,” Article 1913A.2 “Tests of Reinforcing Bars”.
   2. Submit certified copies of mill test reports of reinforcing materials analysis to Owner’s testing agency.

1.5 LEED COMPLIANCE DOCUMENTATION

A. Provide the following, and comply with applicable requirements and procedures of Division 01, LEED Online Letter Templates, and LEED Reference Guide for Green Building Design and Construction, 2013 Edition:
   1. Product Data for MR Credit 3: For products having recycled content, documentation indicating percentages by weight of post-consumer and pre-consumer recycled content. Include statement indicating costs for each product having recycled content.
   2. Certificates for MR Credit 3: Provide certification for percentage of materials (based on cost) extracted, processed, and manufactured regionally within 100 miles of the project site.
1.6 QUALITY ASSURANCE

A. Perform work in accordance with CRSI Manual of Standard Practice; ACI 301; and 2016 California Building Code (CBC) Chapter 17A “Special Inspections and Tests”, and Chapter 19A “Concrete”, and as follows:

3. Reinforcing Bar Welding: Per Section 1705A, Table 1705A.3 “Required Special Inspections and Tests of Concrete Construction” and Table 1705A.2.1 “Required Verification and Inspection of Steel Construction”, Item 5b.

B. Structural Testing for Seismic Resistance: Perform tests for seismic resistance as required by CBC Chapter 17A, Section 1705A.13 “Testing for Seismic Resistance” and Paragraph 1705A.13.1 “Structural Steel”.

C. Structural Tests and Inspections: Refer to DSA Statement of Structural Tests and Special Inspections (DSA Form DSA-103).

D. Pre-Installation Meetings:
   1. Conduct pre-installation meeting in accordance with Division 01.
   2. Convene pre-installation meeting prior to commencing Work of this Section.
   3. Coordinate Work in this Section with Work in related Sections.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Comply with requirements of Division 01.

B. Deliver steel reinforcement in bundles marked with identification tags.

C. Handle and store materials to prevent damage and contamination, excessive rusting or coating with grease, oil, or other objectionable materials.

D. Store steel reinforcement, fabricated assemblies, and accessories off the ground on platforms, skids, or other supports.

E. Deliver and store welding electrodes in accordance with AWS D1.4.

PART 2 PRODUCTS

2.1 STEEL REINFORCEMENT

A. LEED Requirements, Recycled Content:
   1. Provide products with post-consumer and pre-consumer recycled content, calculated as percentages of total product weight.
      a. Post-consumer recycled content plus one-half of pre-consumer recycled content shall constitute a part of applicable LEED Credit requirement for recycled content.

B. Reinforcing Steel: ASTM A615/A615M, Grade 60, low-alloy deformed steel bars.
C. Reinforcing Steel Indicated to be Welded: ASTM A706/A706M, Grade 60, low-alloy deformed steel bars.

D. Plain Steel Wire: ASTM A1064/A1064M.

E. Deformed Steel Wire: ASTM A1064/A1064M.

   1. Size: 6 x 6 – W1.4 x W1.4.

G. Tie Wire: Black double annealed steel wire; No. 16 gauge.

2.2 ACCESSORIES

A. Bar Supports (Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire fabric in place): Provide in accordance with CRSI Manual of Standard Practice from steel wire, plastic, or precast concrete or fiber-reinforced concrete of equal to or greater compressive strength than surrounding concrete. Provide as follows:
   1. Footings: Precast concrete blocks with tie wires.
   2. Slab on ground: Precast concrete blocks, plastic coated steel fabricated with bearing plates, or specifically designed wire-fabric supports fabricated of plastic.
   3. Where legs of wire bar supports contact forms: CRSI Class 1 plastic-protected or CRSI Class 2 stainless steel bar supports.
   4. Where support is no closer to concrete surface than 1/2 inch: CRSI Class 3 wire supports.
   5. Supports placed against ground: Precast concrete blocks not less than 4 inch square with embedded wire.

B. Welding Materials For Reinforcing Steel:
   1. Weld Filler Material: AWS D1.4; low hydrogen, 80 ksi tensile strength.

C. Mechanical Splices: Splicing devices capable of developing 125 percent of the specified yield strength of the bar in compression and tension.
   1. Metal Sleeve with Cast Filler Metal:
   2. Mechanical Threaded Connections: Provide threaded mechanical connections using a metal coupling sleeve with internal threads.

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine job site conditions and verify field dimensions.
B. Report unacceptable conditions to Architect. Begin installation only when unacceptable conditions have been corrected.

3.2 PREPARATION

A. Clean steel reinforcement of rust and mill scale, earth, moisture, and other foreign materials before fabrication or placement.

3.3 STEEL REINFORCEMENT FABRICATION

A. Fabricate to shapes, dimensions, and tolerances in accordance with accepted placement drawings conforming to CRSI Manual of Standard Practice, ACI SP-66, ACI 318/318R, ACI 117, and CBC Chapter 19A.

B. Standard Hooks and Bends: Conform to ACI 318/318R.

C. Bending: Cold bend steel reinforcement in the field or at the mill. Heating for bending is not permitted unless otherwise specifically allowed by Architect and DSA.

D. Reinforcement must not be straightened or re-bent without approval of Structural Engineer of Record (SEOR) and DSA.

E. Weld steel reinforcement in accordance with AWS D1.4.

F. Spirals: Provide 1-1/2 finishing turns at top and bottom with minimum 135 degree hook at each end. Lap splice at 48 bar diameters minimum with 135 degree hooks into the confined core at ends.

3.4 PLACEMENT

A. Place steel reinforcement in accordance with accepted placement drawings in conformance with tolerances specified in ACI 117.

B. Install steel reinforcement in largest practical lengths. Accurately position, support, and secure reinforcement against displacement. Locate support reinforcement with bar supports to maintain minimum concrete cover.

C. Secure reinforcement against displacement within tolerances permitted in ACI 318, Article 7.5.2. Point wire tie ends away from forms.

D. Concrete Cover: Refer to Drawings. Cover tolerances shall comply with ACI 117.

E. Laps: Refer to Drawings.
   1. Offset laps in adjacent bars.

F. Splices:
   1. Splice reinforcing as shown.
   2. Tie lap splices securely to prevent displacement during concrete placement.
   3. Install mechanical splice in accordance with manufacturer’s written instructions.
   4. Locate splices only where shown and accepted by Architect.
G. Welding:
1. Welding is not permitted unless specifically detailed on Drawings or accepted by Architect.
2. Employ shielded metal-arc method. Comply with AWS D1.4.
3. Welding is not permitted on bars where the carbon content is not known or is determined to exceed 0.75 percent.
4. Welding is not permitted within two bar diameters of any bent portion of a bar which has been bent cold.
5. Welding of crossing bars is not permitted.

H. Maintain minimum clear distance between parallel bars at not less than 1-1/2 times nominal bar diameter, 1-1/2 times maximum size of coarse aggregate, or 1-1/2 inch.

I. Dowels: Place where indicated on Drawings. Grease loose end to prevent concrete from bonding to dowel. Sleeves may be used when accepted by Architect.

J. Welded Wire Fabric: Install in longest practical lengths on bar supports to minimize sagging. Lap edges and ends of adjoining sheets at least one mesh spacing. Offset laps to avoid continuous laps in either direction. Tie lap joints at 12 inches on center.

K. Field Adjustments: Move steel reinforcement as necessary to avoid interference with other reinforcing steel or other embedded items within accepted tolerances.
   1. Sleeves and embedded items: Do not cut bars to clear sleeves or slots through slabs or walls. Wrap bars around these openings.
   2. Openings: Compensate for steel reinforcement terminated at openings in slabs by placing one half of steel reinforcement terminated on each side of openings for the full span length.
   3. Steel reinforcement moved to avoid interference with other reinforcements, conduits, or embedded items, including additional steel reinforcement to meet structural requirements are subject to inspection and approval before concrete placement.

3.5 FIELD QUALITY CONTROL
A. General: Comply with requirements of Division 01.

B. Testing Service: Owner will select and pay for independent testing agency, which will perform the following:
   1. Inspect shop and field welding per AWS D1.4, including checking materials, equipment, procedures, and welder qualifications.
   2. Inspector shall employ non-destructive testing or any other aid to visual inspection deemed necessary to assure adequacy of weld.
   3. Additional requirements for testing and inspection: Refer to Structural Drawings and to DSA Statement of Structural Tests and Special Inspections (DSA Form DSA-103).

C. Project Inspector shall inspect placement of steel reinforcement.

3.6 PROTECTION
A. Protect steel reinforcement from damage and displacement.
B. Protect for potential rust staining of adjacent surfaces. Wrap steel reinforcement with impervious tape or other methods as accepted by Architect. Remove protective cover and clean reinforcement before concrete placement.

C. Install safety caps on all exposed ends of vertical steel reinforcement that pose a danger to life safety.

END OF SECTION
WORK INCLUDES ALL SCOPE WITHIN THESE DOCUMENTS INCLUDING BUT NOT LIMITED TO:

ROOFING OF BUILDINGS A, L AND T, WITH MODERNIZATION, RE-ROOFING,

GYM ANNEX CONSISTS OF RENOVATING, BOTH LEVEL ONE AND TWO, FITNESS CENTER, DANCE STUDIO, EQUIPMENT ROOM, WORKOUT SPACE, OFFICES AND LEARNING SPACES.

GYMNASIUM CONSISTS OF REMOVAL AND REPLACEMENT OF BLEACHER SYSTEM WITH PC APPROVED BLEACHERS, REMOVAL OF PLATFORM SYSTEM THAT HOUSED STORAGE UNDERNEATH, AND REMOVAL OF THE EAST DETACHED RESTROOM BUILDING. ADDITION OF AN LEARNING SPACE AND GROUP RESTROOM ON EAST SIDE

LOCKER AND SHOWER CONSIST OF REMOVAL OF (E) MEN'S LOCKER ROOM AND RECONFIGURATION OF THE SPACE INTO MEN'S AND WOMEN'S SHOWER AND LOCKER ROOMS.

TEAM ROOM CONSISTS OF REMOVING (E) SHOWERS AND OFFICE SPACES, UPGRADING RESTROOMS AND SHOWERS, AND CONVERTING TO OFFICE SPACES, CONFERENCE

ALTERNATES

1. TRELLIS AT BUILDING A
2. ACOUSTICAL PANELS ON WALLS AND CEILINGS AT BUILDING G - GYMNASIUM
3. ADDITIVE ALTERNATE - DANCE FLOOR REPLACEMENT
4. FABRIC NETTING AT (E) CHAIN LINK FENCE W/ (E) VINYL SLATS AT (E) POOL DECK
5. VERTICAL FOLDING PARTITIONS AT BUILDING L
6. OUTDOOR FITNESS AREA IN ITS ENTIRETY
7. CAST IN PLACE EXTERIOR BENCHES / SEATWALL
8. NEW WINDOWS AND OPENINGS IN CONCRETE WALLS IN FITNESS CENTER (WINDOWS AT OLD HVAC UNITS AND REPLACEMENT OF EXISTING WINDOWS TO REMAIN IN PROJECT.
9. VARSITY AND FITNESS CENTER FLOOR REPLACEMENT

AD2
BOND BEAM - FLEXURAL

ELEVATION

SECTION A

NOTE: MINIMUM "E X A" PER IN OF WIDTH FOR FRP FABRIC IS 294 KIPS/IN PER CSS-CUCF11 LAYER

APPLY 1 LAYER OF CSS-CUCF11: 6" WIDE STRIPS (TOTAL 2 STRIPS) ORIENTED HORIZONTALLY. TYP.
ADD 1 LAYER OF CSS-CUCF27 GLASS FABRIC TO ACT AS DIELECTRIC BARRIER BETWEEN STEEL PLATES AND CARBON FABRIC.

APPLY 3 LAYERS OF CSS-CUCF11: 1/2" WIDE STRIP ORIENTED HORIZONTALLY. TYP.
EXTEND BEYOND GRID LINES GG & GA. TYP. SEE DETAILS PER PLAN.
ADD 1 LAYER OF CSS-CUCF27 GLASS FABRIC TO ACT AS DIELECTRIC BARRIER BETWEEN STEEL PLATES AND CARBON FABRIC.

0-1/2" GAP, TYP.

G

G

0-1/2" GAP, TYP.

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COMPOSITE STRENGTHENING SYSTEMS

DESIGN CALCULATION PACKAGE - CUT BAR CHANGES

Component capacities for
Community College Gym, San Pablo
2600 Mission Bell Drive
San Pablo, CA 95806

Prepared for
Lionakis

Date of Email
March 28, 2018

Date of Input
February 5, 2019

Job No.
ES-181184A

Designed by
H.P.

Checked by
B.E.
Concrete Beam
Lic. #: KW-06002531
Licensee: LIONAKIS BEAUMONT DESIGN GROUP
Description: Bond Beam @ Top of EW Wall - Cut Bar

**CODE REFERENCES**
- ASCE 41-13
- K = 0.9 and PHI = 1.0, THEREFORE CAPACITY CALC IS EQUIVALENT

**Material Properties**
- $f_c = 2.50$ ksi
- $f_r = f_c^{1/2} \cdot 7.50 = 375.0$ psi
- $\phi$ Values
  - Flexure: 0.90
  - Shear: 0.90
- $\Psi$ Density = 145.0pcf
- $\lambda$: L/W Factor = 1.0
- Elastic Modulus = 2,850.0 ksi
- $f_y$ - Main Rebar = 40.0 ksi
- $E$ - Main Rebar = 29,000.0 ksi
- Stirrup Bar Size # = 3
- Number of Resisting Legs Per Stirrup = 2

**Cross Section & Reinforcing Details**
Rectangular Section, Width = 22.0 in, Height = 24.0 in

- **Span #1 Reinforcing:**
  - 2-#7 at 1.938 in from Bottom, from 0.0 to 19.670 ft in this span
  - 2-#7 at 12.0 in from Bottom, from 0.0 to 19.670 ft in this span

- **Span #2 Reinforcing:**
  - 2-#7 at 1.938 in from Bottom, from 0.0 to 19.670 ft in this span
  - 2-#7 at 12.0 in from Bottom, from 0.0 to 19.670 ft in this span

- **Span #3 Reinforcing:**
  - 2-#7 at 1.938 in from Bottom, from 0.0 to 19.670 ft in this span
  - 2-#7 at 12.0 in from Bottom, from 0.0 to 19.670 ft in this span

- **Span #4 Reinforcing:**
  - 2-#7 at 1.938 in from Bottom, from 0.0 to 19.670 ft in this span
  - 2-#7 at 12.0 in from Bottom, from 0.0 to 19.670 ft in this span

- **Span #5 Reinforcing:**
  - 2-#7 at 1.938 in from Bottom, from 0.0 to 19.670 ft in this span
  - 2-#7 at 12.0 in from Bottom, from 0.0 to 19.670 ft in this span

- **Span #6 Reinforcing:**
  - 3-#7 at 12.0 in from Bottom, from 0.0 to 19.670 ft in this span

**Applied Loads**
Service loads entered. Load Factors will be applied for calculations.

**Load for Span Number 2**
Point Load: $E = 56.0$ k @ 3.50 ft, (Pilaster OOP @ GB)

**Load for Span Number 3**
Point Load: $E = 56.0$ k @ 7.0 ft, (Pilaster OOP @ GC)

**Load for Span Number 4**
Point Load: $E = 56.0$ k @ 10.50 ft, (Pilaster OOP @ GE)

**Load for Span Number 5**
Concrete Beam
Lic. #: KW-06002531
Description: (E) Bond Beam @ Top of EW Wall - Cut Bar

Applied Loads
Point Load: E = 56.0 k @ 14.0 ft, (Pilaster OOP @ GF)

DESIGN SUMMARY
Maximum Bending Stress Ratio = 1.787 : 1
Section used for this span
Mu : Applied
Mn * Phi : Allowable

Typical Section
-140.853 k-ft
78.834 k-ft

Location of maximum on span
10.282 ft
Span # where maximum occurs
Span # 4

Maximum Deflection
Max Downward Transient Deflection 0.200 in Ratio = 1182 >=240
Max Upward Transient Deflection -0.040 in Ratio = 5863 >=240
Max Downward Total Deflection 0.200 in Ratio = 1182 >=180
Max Upward Total Deflection -0.040 in Ratio = 5863 >=180

Vertical Reactions
Support notation: Far left is #1

Load Combination Support 1 Support 2 Support 3 Support 4 Support 5 Support 6 Support 7

Overall Maximum
-4.474 47.517 48.692 46.904 45.273 49.119 -9.030

Overall Minimum
-4.474 47.517 48.692 46.904 45.273 49.119 -9.030

E Only
-4.474 47.517 48.692 46.904 45.273 49.119 -9.030

Detailed Shear Information
Load Combination Span Number Distance 'd' (ft) 'd' Actual VU (k) Mu (k-ft) d*VU/Mu Ph*v (k) Comment Ph*v (k) Ph*v (k) Spacing (n) Req'd Suggest

+1.100-E
1 0.00 22.06 0.09 0.09 0 0.34 0.18 22.06 45.07 17.75 45.07 17.75 45.07
2 0.45 22.06 0.09 0.09 23.36 45.07 17.75 45.07 17.75 45.07
3 0.89 22.06 0.09 0.09 46.65 45.07 17.75 45.07 17.75 45.07
4 1.34 22.06 0.09 0.09 69.95 45.07 17.75 45.07 17.75 45.07
5 1.79 22.06 0.09 0.09 93.24 45.07 17.75 45.07 17.75 45.07
6 2.24 22.06 0.09 0.09 116.54 45.07 17.75 45.07 17.75 45.07
7 2.68 22.06 0.09 0.09 139.83 45.07 17.75 45.07 17.75 45.07
8 3.13 22.06 0.09 0.09 163.13 45.07 17.75 45.07 17.75 45.07
9 3.58 22.06 0.09 0.09 186.43 45.07 17.75 45.07 17.75 45.07
10 4.02 22.06 0.09 0.09 209.74 45.07 17.75 45.07 17.75 45.07
11 4.47 22.06 0.09 0.09 233.04 45.07 17.75 45.07 17.75 45.07
12 4.92 22.06 0.09 0.09 256.35 45.07 17.75 45.07 17.75 45.07
13 5.36 22.06 0.09 0.09 279.65 45.07 17.75 45.07 17.75 45.07
14 5.81 22.06 0.09 0.09 302.95 45.07 17.75 45.07 17.75 45.07
15 6.26 22.06 0.09 0.09 326.26 45.07 17.75 45.07 17.75 45.07
16 6.71 22.06 0.09 0.09 349.56 45.07 17.75 45.07 17.75 45.07
17 7.15 22.06 0.09 0.09 372.87 45.07 17.75 45.07 17.75 45.07
18 7.60 22.06 0.09 0.09 396.17 45.07 17.75 45.07 17.75 45.07
19 8.05 22.06 0.09 0.09 419.48 45.07 17.75 45.07 17.75 45.07
20 8.49 22.06 0.09 0.09 442.78 45.07 17.75 45.07 17.75 45.07
21 8.94 22.06 0.09 0.09 466.09 45.07 17.75 45.07 17.75 45.07
22 9.39 22.06 0.09 0.09 489.40 45.07 17.75 45.07 17.75 45.07
23 9.84 22.06 0.09 0.09 512.71 45.07 17.75 45.07 17.75 45.07
24 10.28 22.06 0.09 0.09 536.01 45.07 17.75 45.07 17.75 45.07
25 10.73 22.06 0.09 0.09 559.32 45.07 17.75 45.07 17.75 45.07
26 11.18 22.06 0.09 0.09 582.63 45.07 17.75 45.07 17.75 45.07
27 11.62 22.06 0.09 0.09 605.94 45.07 17.75 45.07 17.75 45.07
28 12.07 22.06 0.09 0.09 629.24 45.07 17.75 45.07 17.75 45.07
29 12.52 22.06 0.09 0.09 652.55 45.07 17.75 45.07 17.75 45.07
30 12.96 22.06 0.09 0.09 675.86 45.07 17.75 45.07 17.75 45.07
31 13.41 22.06 0.09 0.09 699.17 45.07 17.75 45.07 17.75 45.07
32 13.86 22.06 0.09 0.09 722.48 45.07 17.75 45.07 17.75 45.07
33 14.31 22.06 0.09 0.09 745.79 45.07 17.75 45.07 17.75 45.07
34 14.75 22.06 0.09 0.09 769.10 45.07 17.75 45.07 17.75 45.07
35 15.20 22.06 0.09 0.09 792.41 45.07 17.75 45.07 17.75 45.07
36 15.65 22.06 0.09 0.09 815.72 45.07 17.75 45.07 17.75 45.07
37 16.09 22.06 0.09 0.09 839.03 45.07 17.75 45.07 17.75 45.07

Additional flexural moment needed = 141(k-ft) - 79(k-ft) = 62(k-ft)
1. Flexural Strengthening Information

Member ID: 1  
Member Description: Bond Beam Flexural Strengthening (Non Cut Bar)

Goal Description: Design the Simpson Strong-Tie® Composite Strengthening Systems to increase the flexural capacity of the beam shown in the documents dated 03/28/18 as specified by Lionakis.

Assumptions:
1. Design is to be performed in accordance with ACI 440.2R-17.
2. Concrete compressive strength is 2500 psi.
3. Existing flexural steel reinforcement has a yield strength of 40 ksi.
4. The strength reduction factor for flexure shall be calculated per ACI 318-14 21.2.1
5. The strength reduction factor used in the design = 1.

2. Design Data

Geometry:
Flexural Member = Beam  
Application = Rectangular section

| L | 236.04 in | Span length |
| h | 24.00 in | Member depth |
| b | 22.00 in | Member width |
| c_c | 7.22 in | Conc. cover to steel centroid |

Depth of steel d = h - c_c  
Depth of FRP d_f = h

Concrete:

| f_c | 2500 psi |
| e_c | 0.003 |
| E_c | 2850.0 ksi | = 57000 * sqrt(f_c) |

Steel:

| A_s | 2.40 in^2 |
| F_y | 40 ksi |
| e_y | 0.0014 | = F_y / E_s |

Existing Capacity:

M_D1 = 15.0 kip-ft  
M_D2 = 115.2 kip-ft

Moment at time of installation  
Existing Flexural Capacity

Load Demand:

M_U = 144 kip-ft  
Ultimate demand to be supported

FRP:

Product name = CSS-CUCF11  
Exposure condition = Exterior

Choose fabric = Unidirectional  
NSM? = NO

Fiber type = Carbon |

| f_{ue} | 128 ksi |
| e_{ue} | 0.009 |
| E_f | 14200 ksi |
| t_f | 0.02 in |

Ultimate tensile strength  
Ultimate rupture strain  
Modulus of elasticity  
Nominal layer thickness

3. Design Summary

Flexural strength DCR = 0.99  
Strip length DCR Check = 0.36

OK
4. FRP Design

Step 1: FRP Properties

<table>
<thead>
<tr>
<th>Property</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental reduction factor, $C_L$</td>
<td>0.85</td>
</tr>
<tr>
<td>Design ultimate strength, $f_u$</td>
<td>108.8 ksi</td>
</tr>
<tr>
<td>Design ultimate strain, $\varepsilon_u$</td>
<td>0.0077</td>
</tr>
<tr>
<td>Bonding strain of FRP, $\varepsilon_{bd}$</td>
<td>0.0069</td>
</tr>
<tr>
<td>Area of FRP, $A_t$</td>
<td>0.190 in$^2$</td>
</tr>
</tbody>
</table>

Step 2: Existing State Of Strain

<table>
<thead>
<tr>
<th>Property</th>
<th>Formula</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steel-concrete modular ratio, $n$</td>
<td>$= E_s/E_c$ (ACI 314 Design Aid J.1-14)</td>
</tr>
<tr>
<td>Factor used in calculating $k_d$, $B$</td>
<td>$= b/(n*A_s)$ (ACI 314 Design Aid J.1-14)</td>
</tr>
<tr>
<td>Neutral axis depth of cracked section, $d$</td>
<td>$= (a/2B + 1) - 1/B$ (ACI 314 Design Aid J.1-14)</td>
</tr>
<tr>
<td>Cracked moment of inertia, $I_{cr}$</td>
<td>$= b(d-k)^3/(3+nA_s(d-k)^2)$ (ACI 314 Design Aid J.1-14)</td>
</tr>
<tr>
<td>Strain in concrete at time of installation, $\varepsilon_{c(0)}$</td>
<td>0.0003</td>
</tr>
</tbody>
</table>

Step 3: Calculate New Nominal Flexural Strength

<table>
<thead>
<tr>
<th>Property</th>
<th>Formula</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial $c_t$</td>
<td>3.58 in</td>
</tr>
<tr>
<td>Max effective FRP strain, $\varepsilon_{t,max}$</td>
<td>0.0069</td>
</tr>
<tr>
<td>Mean effective FRP strain, $\varepsilon_{t,mean}$</td>
<td>0.0069</td>
</tr>
<tr>
<td>Failure Mode = FRP Failure</td>
<td></td>
</tr>
<tr>
<td>Concrete strain, $\varepsilon_c$</td>
<td>$= (\varepsilon_{c(0)} + \varepsilon_{c})c/(h-c)$</td>
</tr>
<tr>
<td>Steel strain, $\varepsilon_s$</td>
<td>$= (\varepsilon_{s,mean} + \varepsilon_{u})(d-c)/(d-c)$</td>
</tr>
<tr>
<td>Steel stress, $f_s$</td>
<td>40.00 ksi</td>
</tr>
<tr>
<td>Effective FRP stress, $f_{te}$</td>
<td>97.77 ksi</td>
</tr>
<tr>
<td>Maximum unconfined concrete strain, $\varepsilon_{c(0)}$</td>
<td>0.0015</td>
</tr>
<tr>
<td>Equivalent rectangular stress ratio, $\beta_e$</td>
<td>0.7318</td>
</tr>
<tr>
<td>Equivalent rectangular stress ratio, $\alpha_e$</td>
<td>0.8283</td>
</tr>
<tr>
<td>Difference in $c$</td>
<td>3.44 in</td>
</tr>
<tr>
<td>Nominal flexural strength of FRP, $M_{te}$</td>
<td>35.2 kip-ft</td>
</tr>
<tr>
<td>Nominal flexural strength of steel, $M_{t,s}$</td>
<td>124.2 kip-ft</td>
</tr>
</tbody>
</table>

Step 4: New Design Flexural Strength

<table>
<thead>
<tr>
<th>Property</th>
<th>Formula</th>
</tr>
</thead>
<tbody>
<tr>
<td>Strength reduction factor $\phi$</td>
<td>1.00</td>
</tr>
<tr>
<td>FRP strength reduction factor $\psi$</td>
<td>0.85</td>
</tr>
<tr>
<td>Factored flexural strength of FRP, $\psi_fM_{te}$</td>
<td>29.9 kip-ft</td>
</tr>
<tr>
<td>Factored flexural strength of steel, $\phi M_{t,s}$</td>
<td>124.2 kip-ft</td>
</tr>
<tr>
<td>New flexural design strength, $\phi M'$</td>
<td>145.2 kip-ft</td>
</tr>
<tr>
<td>Flexural strength DCR</td>
<td>0.99</td>
</tr>
</tbody>
</table>

Step 5: Check Development length

<table>
<thead>
<tr>
<th>Property</th>
<th>Formula</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average bond strength for NSM FRP, $f_{bd}$</td>
<td>1000 psi</td>
</tr>
<tr>
<td>Development length, $l_{DF}$</td>
<td>4.30 in</td>
</tr>
<tr>
<td>Development length DCR</td>
<td>0.36</td>
</tr>
</tbody>
</table>

OK, if DCR $\leq$ 1.05
CONCLUSIONS

Apply 1 layer of CSS-CUCF11, 12" wide strip, on left side (bottom) to the beam requiring additional flexural strength.

Apply 1 layer of CSS-CUCF11, 6" wide strips on right side (top) (total 2 strips) to the beam requiring additional flexural strength.

REFERENCES

ACI 440.2R-17, Design and Construction of Externally Bonded FRP Systems for Strengthening Concrete Structures
ACI 318-14, Building Code Requirements for Structural Concrete and Commentary
ACI 314 Design Aid J.1-14
1. Flexural Strengthening Information

<table>
<thead>
<tr>
<th>Member ID: 1</th>
<th>Member Description: Bond Beam Flexural Strengthening (Cut Bar)</th>
</tr>
</thead>
</table>

**Goal Description:** Design the Simpson Strong-Tie® Composite Strengthening Systems to increase the flexural capacity of the beam shown in the documents dated 03/28/18 as specified by Lionakis.

**Assumptions:**
1. Design is to be performed in accordance with ACI 440.2R-17.
2. Concrete compressive strength is 5000 psi.
3. Existing flexural steel reinforcement has a yield strength of 40 ksi.
4. The strength reduction factor for flexure shall be calculated per ACI 318-14 21.2.1
5. The strength reduction factor used in the design = 1.

2. Design Data

**Geometry:**

<table>
<thead>
<tr>
<th>Flexural Member</th>
<th>Beam</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application</td>
<td>Rectangular section</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Span Length</th>
<th>236.04 in</th>
</tr>
</thead>
<tbody>
<tr>
<td>Member Depth</td>
<td>24.00 in</td>
</tr>
<tr>
<td>Member Width</td>
<td>22.00 in</td>
</tr>
<tr>
<td>Conc. cover to steel centroid</td>
<td>7.22 in</td>
</tr>
<tr>
<td>Depth of steel d</td>
<td>16.8 in = h - c_c</td>
</tr>
<tr>
<td>Depth of FRP d_f</td>
<td>24.0 in = h</td>
</tr>
</tbody>
</table>

**Concrete:**

- $f'_c = 5000$ psi
- $\varepsilon_{cu} = 0.003$ Ultimate concrete strain
- $E_c = 4030.5$ ksi
- $\varepsilon_{cy} = 0.0014$ $= F_y/E_s$

**Steel:**

- $A_s = 2.40$ in$^2$
- $F_y = 40$ ksi

**Existing Capacity:**

- $M_{0u} = 15.0$ kip-ft Moment at time of installation
- $\phi M_u = 115.2$ kip-ft Existing Flexural Capacity

**Load Demand:**

- $M_{u} = 206$ kip-ft Ultimate demand to be supported

**FRP:**

<table>
<thead>
<tr>
<th>Exposure condition</th>
<th>Exterior</th>
</tr>
</thead>
<tbody>
<tr>
<td>Product name</td>
<td>CSS-CUCF11</td>
</tr>
<tr>
<td>Chosen fabric</td>
<td>Unidirectional</td>
</tr>
<tr>
<td>Fiber type</td>
<td>Carbon</td>
</tr>
<tr>
<td>$f'_u$</td>
<td>128 ksi Ultimate tensile strength</td>
</tr>
<tr>
<td>$\varepsilon''_u$</td>
<td>0.009 Ultimate rupture strain</td>
</tr>
<tr>
<td>$E_f$</td>
<td>14200 ksi Modulus of elasticity</td>
</tr>
<tr>
<td>$t_f$</td>
<td>0.02 in Nominal layer thickness</td>
</tr>
</tbody>
</table>

**Flexural strength DCR:**

- 1.04

**Strip length DCR Check:**

- 0.52

3. Design Summary
4. FRP Design

**Step 1: FRP Properties**

<table>
<thead>
<tr>
<th>Environmental reduction factor, $C_e$</th>
<th>0.85</th>
<th>Value from Table 9.4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design ultimate strength, $f_{uk}$</td>
<td>108.8 ksi</td>
<td>$= C_E f_{yu}$ (EQ 9.4a)</td>
</tr>
<tr>
<td>Design ultimate strain, $\varepsilon_{uk}$</td>
<td>0.0077</td>
<td>$= C_E \varepsilon_{yu}$ (EQ 9.4b)</td>
</tr>
<tr>
<td>Debonding strain of FRP, $\varepsilon_{f0}$</td>
<td>0.0064</td>
<td>$= {f(NSM, 0.7^{<em>} \varepsilon_{u}, \min (0.9^{</em>} \varepsilon_{u}, 0.083^{<em>}\sqrt{f_u / (n^{</em>}E_l^{*}Y_l)})}$ (EQ 10.1.1)</td>
</tr>
<tr>
<td>Area of FRP, $A_f$</td>
<td>0.570 in$^2$</td>
<td></td>
</tr>
</tbody>
</table>

**Step 2: Existing State Of Strain**

<table>
<thead>
<tr>
<th>Steel-concrete modular ratio, $n$</th>
<th>7.20</th>
<th>$= E_s/E_c$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Factor used in calculating $k_d$, $B$</td>
<td>1.27</td>
<td>$= b(n^{*}A_y)$ (ACI 314 Design Aid J.1-14)</td>
</tr>
<tr>
<td>Neutral axis depth of cracked section, $d$</td>
<td>4.41 in</td>
<td>$= (\sqrt{2}d + 1)/B$ (ACI 314 Design Aid J.1-14)</td>
</tr>
<tr>
<td>Cracked moment of inertia, $I_{cd}$</td>
<td>3271.83 in$^4$</td>
<td>$= b(d-k)^3/3 + nA_y (d-k)^2$ (ACI 314 Design Aid J.1-14)</td>
</tr>
<tr>
<td>Strain in concrete at time of installation, $\varepsilon_{c0}$</td>
<td>0.0003</td>
<td>$= M_{cl}/(d-r-k)/f_{cd}E_c$</td>
</tr>
</tbody>
</table>

**Step 3: Calculate New Nominal Flexural Strength**

<table>
<thead>
<tr>
<th>Initial $c_0$</th>
<th>3.58 in</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Max effective FRP strain, $\varepsilon_{b,max}$</td>
<td>0.0064</td>
<td>$= \min(\varepsilon_{ct}, \varepsilon_{b}/c, \varepsilon_{cb})$ (EQ 10.2.5)</td>
</tr>
<tr>
<td>Mean effective FRP strain, $\varepsilon_{b,mean}$</td>
<td>0.0064</td>
<td>$= \varepsilon_{b,mean}^{(d-c)/c}$</td>
</tr>
<tr>
<td>FRP Failure</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Concrete strain, $\varepsilon_c$</td>
<td>0.0012</td>
<td>$= (\varepsilon_{b,mean} + \varepsilon_{u})c/(c+h-c)$</td>
</tr>
<tr>
<td>Steel strain, $\varepsilon_s$</td>
<td>0.0043</td>
<td>$= (\varepsilon_{b,mean} + \varepsilon_{u})(d-c)/(c-h-c)$</td>
</tr>
<tr>
<td>Steel stress $f_s$</td>
<td>40.00 ksi</td>
<td>$= min(E_s/\varepsilon_s, f_s)$</td>
</tr>
<tr>
<td>Effective FRP stress $f_{b0}$</td>
<td>90.29 ksi</td>
<td>$= E_s/\varepsilon_s^{(d-r-k)/f_{cd}E_c}$ (EQ 10.2.6)</td>
</tr>
<tr>
<td>Maximum unconfined concrete strain $\varepsilon_{uc}$</td>
<td>0.0021 in/in</td>
<td>$= 1.77^{*}\varepsilon_{uc}/E_c$</td>
</tr>
<tr>
<td>Equivalent rectangular stress ratio $\beta_{b}$</td>
<td>0.7042</td>
<td>$= \varepsilon_{b,mean}^{(d-c)/c}<em>(\varepsilon_{b}-2 \varepsilon_{c})$, if $f_c &lt;= 4000$, $0.85$, $f_c &gt; 8000$, $0.85-0.85^{</em>}(f_c-4000)/1000$ (ACI 318 table 22.2.2.4-3)</td>
</tr>
<tr>
<td>Equivalent rectangular stress ratio $\alpha_{b}$</td>
<td>0.6391</td>
<td>$= \varepsilon_{b,mean}^{(d-c)/c}<em>(\varepsilon_{b}-2 \varepsilon_{c})$, if $f_c &lt;= 4000$, $0.85$, $f_c &gt; 8000$, $0.85-0.85^{</em>}(f_c-4000)/1000$ (ACI 318 table 22.2.2.4-3)</td>
</tr>
<tr>
<td>$c$</td>
<td>2.98 in</td>
<td>$= (A_s/\varepsilon_{b})/(\alpha_{b}+\varepsilon_{b})$ (EQ 10.2.10a)</td>
</tr>
<tr>
<td>Difference in $c$</td>
<td>0.51</td>
<td>$= c_1 - c$</td>
</tr>
<tr>
<td>Nominal flexural strength of FRP $M_{fs}$</td>
<td>98.4 kip-ft</td>
<td>$= A_s/\varepsilon_{b}*(d-r-k)/2$ (EQ 10.2.10d)</td>
</tr>
<tr>
<td>Nominal flexural strength of steel $M_{fs}$</td>
<td>125.9 kip-ft</td>
<td>$= A_s/\varepsilon_{b}*(d-r-k)/2$ (EQ 10.2.10d)</td>
</tr>
</tbody>
</table>

**Step 4: New Design Flexural Strength**

| Strength reduction factor $\varphi$ | 1.00 | ASCE 41 - 13 |
| FRP strength reduction factor $\varphi_f$ | 0.85 | Sec. 10.2.10 |
| Factored flexural strength of FRP $\varphi_f M_{fs}$ | 83.7 kip-ft | $= \varphi_f M_{fs}^{(d-r-k)/2}$ (EQ 10.2.10d) |
| Factored flexural strength of steel $M_{fs}$ | 125.9 kip-ft | $= \varphi_f M_{fs}^{(d-r-k)/2}$ (EQ 10.2.10d) |
| New flexural design strength $M_{f}^{*}$ | 198.9 kip-ft | $= min(M_{fs}, \phi M_{fs})$ (EQ 10.2.10d) |
| Flexural strength DCR | 1.04 | $= M_{fs}/\phi M_{fs}$ |

- OK if DCR <= 1.05

**Step 5: Check Development length**

| Average bond strength for NSM $f_{bd}$ | 1000 psi | Value from section 14.3 |
| Development length $l_{df}$ | 6.26 in | $= l_f(\varepsilon_{b}^{(d-r-k)/2} + \varepsilon_{b}^{(d-r-k)/2})f_{bd}$, $0.05^{*}\varepsilon_{b}^{(d-r-k)/2}/\varepsilon_{b}^{(d-r-k)/2}$ (EQ 14.3b, EQ 14.1.3) |
| Development length DCR | 0.52 | $= l_f/\varepsilon_{b}$ |

- OK if DCR <= 1.05
CONCLUSIONS

Apply 3 layers of CSS-CUCF11, 12" wide strip, on left side to the beam requiring additional flexural strength.

REFERENCES

ACI 440.2R-17, Design and Construction ofExternally Bonded FRP Systems for Strengthening Concrete Structures
ACI 318-14, Building Code Requirements for Structural Concrete and Commentary
ACI 314 Design Aid J.1-14
A104
DANCE
STUDIO
A104
AD2
(E) 24"x48" ACOUSTICAL CEILING TILE

2600 MISSION BELL DRIVE
SAN PABLO, CA 94580

PROJECT
C-608 PHYSICAL EDUCATION & KINESIOLOGY RENOVATION

DATE: 2/14/2018
PROJECT NO: 017034

FILE NO. 7-C1
BUILDING GA - REFLECTED CEILING PLAN - LEVEL 2

AD2-A4

AD2-A4
EXT - DOOR THRESHOLD @ (E) - BLDG A

3" = 1'-0"

FINISH FLOOR, SEE FINISH SCHED
3" CONC

6X6-W2.9xW2.9 WELDED WIRE MESH

(E) 1 1/2" X 1 1/2" X 1/4" STEEL ANGLE

KWIK-CON II FLAT HEAD
1/4" CONC SCREW MIN 2" EMBED @ 18" OC (MIN 3)

THRESHOLD PER HDW ON CONT BED OF MASTIC
(E) #3 REBAR (10" LONG), WHERE OCCURS

REFINISHED (E) FLOORING
SEE ALTERNATE #9

(1/2" EXT SELF - LEVELING GROUT

1/2" EXT - DOOR THRESHOLD @ (E) - BLDG A

3" = 1'-0"

FINISH FLOOR, SEE FINISH SCHED
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